

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

September 23, 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 Sessions

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to 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

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

SPECIAL PRESENTATIONS

1. Proclamation Recognizing National Fire Prevention Week October 5 - 11, 2014
2. Proclamation Recognizing Constitution Week September 17 - 23, 2014
3. Waste Management Recycle Often Recycle Right - Calendar Art Contest
4. Recognition of Dancing Images' Nationals Dance Competition Championship Awards

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

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

**REGULAR MEETING - 6:00 PM
SEPTEMBER 23, 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 the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor O. J. Philpot - Christ Community 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 CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

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

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

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JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 9, 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 September 3 – 16, 2014.

A.4 ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLINING TO ESTABLISH AN ENERGY STORAGE TARGET FOR MORENO VALLEY UTILITY (MVU) (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2014-77. A Resolution of the City Council of the City of Moreno Valley, California, Declining to Establish an Energy Storage Target for Moreno Valley Utility (MVU).

A.5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO E. AVICO, INC. FOR FIRE STATION NO. 48 REMODELING, PROJECT NO. 803 0022 70 77 (Report of: Public Works Department)

Recommendations

1. Award the construction contract to E. Avico, Inc., 1260 S. La Cienega

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Blvd. Los Angeles, the lowest responsible bidder, for the Fire Station No. 48 Remodeling Project.

2. Authorize the City Manager to execute a contract with E. Avico, Inc.
3. Authorize the issuance of a Purchase Order to E. Avico, Inc., for the amount of \$703,113.40 (\$639,194.00 bid amount plus 10% 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 E. Avico, Inc. up to, but not exceeding, the 10% contingency amount of \$63,919.40, subject to the approval of the City Attorney.

- A.6 RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE INCLUDING THE RESTRUCTURING OF TOWNGATE ACQUISITION NOTES PAYMENT SCHEDULE, AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2015 THROUGH JUNE 30, 2015 (ROPS 14-15 B)
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution No. SA 2014-02 approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015, including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as Administrative Budget.
2. Authorize the Executive Director or their designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 14-15 B, for the period of January 1, 2015 through June 30, 2015, including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as Administrative Budget for the said period, ("Exhibit A") to the Oversight Board for review and approval.
4. Authorize the Chief Financial Officer or their designee to amend the FY 2014/15 budget per the Recognized Obligation Payment Schedules, following the approval by the State of California, Department of Finance.

- A.7 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO PARSONS BRINCKERHOFF FOR THE

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SUNNYMEAD MASTER DRAINAGE PLAN STORM DRAIN LINES F AND F-7 PROJECT NO. 804 0008
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Parsons Brinckerhoff, 451 E. Vanderbilt Way, Suite 200, San Bernardino, CA to provide design services for the Sunnymead Master Drainage Plan Storm Drain Lines F and F-7 project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Parsons Brinckerhoff.
3. Authorize issuance of a Purchase Order with Parsons Brinckerhoff in the amount of up to but not to exceed \$620,000 once the Agreement has been signed by all parties.

A.8 APPROVE RESOLUTION NO. 2014-78, SETTING FORTH THE CITY OF MORENO VALLEY'S COMMITMENT TO SUPPORTING AND PROMOTING A "HEALTHY MORENO VALLEY"
(Report of: City Manager Department)

Recommendation:

1. Adopt Resolution No. 2014-78. A Resolution of the City Council of the City of Moreno Valley, California, Setting Forth the City of Moreno Valley's Commitment to Supporting and Promoting a "Healthy Moreno Valley".

A.9 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations

1. Adopt Resolution No. 2014-79. A Resolution of the City Council of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.
2. The City Council, acting in the capacity of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2014-03. A Resolution of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

A.10 PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT

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CERTIFICATE PROGRAM
(Report of: Financial & Management Services Department)

Recommendations

1. Adopt Resolution 2014-81. A Resolution of the City Council of the City of Moreno Valley, California Approving Participation With the County of Riverside Mortgage Credit Certificate (MCC) Program.
2. Authorize the Chief Financial Officer to certify the status of the City's Housing Element.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 9, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

B.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations

1. Adopt Resolution No. CSD 2014-21. A Resolution of the Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

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 9, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C.3 READOPTING CONFLICT OF INTEREST CODE
(Report of: City Clerk Department)

Recommendations

1. Adopt Resolution No. HA 2014-03. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

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 9, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 A PUBLIC HEARING FOR APPROVAL OF GENERAL PLAN AMENDMENT (PA13-0069) FROM COMMERCIAL (C) TO RESIDENTIAL 30 (R30) AND CHANGE OF ZONE (PA13-0068) FROM NEIGHBORHOOD COMMERCIAL (NC) TO RESIDENTIAL 30 (R30) FOR THREE PARCELS TOTALLING 2.68 ACRES AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND SANTIAGO DRIVE. THE MIXED USE DISTRICTS OVERLAY WILL ALSO BE EXPANDED TO INCLUDE THESE THREE PARCELS AS MIXED-USE NEIGHBORHOOD (MUN). THERE IS NO PROPOSAL TO DEVELOP THE SITE AT THIS TIME. THE APPLICANT IS PERRIS AT PENTECOSTAL LLC.

(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Adopt a Negative Declaration for PA13-0069 (General Plan Amendment) and PA13-0068 (Change of Zone). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. Approve Resolution No. 2014-80. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA13-0069 (General Plan Amendment) to change the Land Use from Commercial (C) to

Residential 30 (R30) for three parcels (APNS: 485-220-019, 485-220-026, and 485-220-027) located at the southwest corner of Perris Boulevard and Santiago Drive.

3. Introduce 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).

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 Mayor Jesse L. Molina reports on Riverside Transit Agency (RTA)

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

G.2 PUBLIC MEETING 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. Accept public comments 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.

G.3 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)

(Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint Stephanie Torres to the Parks and Recreation Commission as a teenage member for a term expiring three years after the

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effective date of appointment, or until high school graduation, whichever comes first; or

2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.4 BUSINESS TAX COMPLIANCE INSPECTION PROGRAM (Report of: Financial & Management Services Department)

Recommendations

1. Direct staff to reestablish the Business Tax Compliance Inspection Program.
2. Authorize staff to add the full-time temporary position Business Tax Inspector at a range of C18 within the non-exempt employee group.
3. Authorize the amendment to the FY 2014-15 budget for the expenditures presented in the Fiscal Impact section of this report.

G.5 ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY
(Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2014-76. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility.

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

G.7 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 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:

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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.

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

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Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: September 17, 2014

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 9, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Moreno Valley Police Department (MVPD) Officer of the 2nd Quarter 2014 - Officer Carlos Leon
2. Proclamation Recognizing Moreno Valley Fire Department's Outstanding Service to the Community
3. Proclamation Recognizing National Preparedness Month
4. Proclamation Recognizing Templo de Milagros International
5. Business Spotlight
 - Ranchito Tacos Al Carbon
 - The Salvation Army Moreno Valley Corp

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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
September 9, 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 6:03 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

The Pledge of Allegiance was led by John Terell

INVOCATION

Captain Julius Murphy - The Salvation Army Moreno Valley Corps

ROLL CALL

Council:

Jesse L. Molina	Mayor
Victoria Baca	Mayor Pro Tem
George Price	Council Member
Richard A. Stewart	Council Member

Staff:

Michelle Dawson	City Manager
Suzanne Bryant	City Attorney
Jane Halstead	City Clerk
Tom DeSantis	Assistant City Manager

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Abdul Ahmad
Ahmad Ansari
Joel Ontiveros
Chris Paxton
Richard Teichert
John Terell
Kathy Gross

Fire Chief
Public Works Director
Police Chief
Administrative Services Director
Chief Financial Officer/City Treasurer
Community and Economic Development Director
Executive Assistant

INTRODUCTIONS

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

David Lara Tellez

1. Recall; in support of Mayor Pro Tem Victoria Baca

Christopher Baca

1. Recall efforts; opposed to recalling Mayor Pro Tem Victoria Baca
2. Encouraged to Vote
3. Democratic Party has completed endorsement for non-partisan offices; no endorsement for District 4 race

JoAnn Stephan

1. In support of Mayor Pro Tem Victoria Baca
2. District 5 Candidate making negative comments towards opponents and incorrect statements being made regarding water issues
3. Jobs
4. Recall

Hans Wolterbeek

1. Compliments to Mayor Molina for Friday morning meetings and Council Member Price for quarterly meetings
2. Boarded up homes; enforcement of City Codes
3. Question regarding if house fires and identifying existing health hazards a matter of public record?

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Glen Jacobs

1. District 2 Candidacy for November election

Tom Jerele Sr.

1. In Support of Mayor Pro Tem Victoria Baca
2. Run-off Elections

JulieAnn Stewart-Cleaveland

1. Town Hall meet and greet for Candidates; public welcome
2. Wednesdays are free business networking and the third Thursday free job fair
3. Gun safety and self defense

Pete Bleckert

1. Water company
2. Council District 5 Candidate

Roy Bleckert

1. Two plans presented at September 2 Study Session on Public Safety and budgets.
2. Press Enterprise editorial on whether you should raise taxes to balance your budget.

Louise Palomarez

1. Recall; in support of Mayor Pro Tem Baca

Robert Palomarez

1. Thanked Mayor Pro Tem Baca for taking them on Meridian Tour and to Lori Stone at the March Joint Powers Authority for sharing on the medical portion.

Louis Montijo

1. Property Flooding; requesting assistance

Rachel on behalf of Assemblyman Jose Medina

1. Senior Scam Stoppers

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

A. CONSENT CALENDAR-CITY COUNCIL

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

- A.2 MINUTES - REGULAR MEETING OF AUGUST 26, 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 August 20 – September 2, 2014.

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

Recommendation:
Adopt Resolution No. 2014-75. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of July, 2014 in the amount of \$14,189,945.77.

- A.5 INCREASE THE PURCHASE ORDER WITH CALIFORNIA HIGHWAY PATROL FOR CONSTRUCTION ZONE ENFORCEMENT AS PART OF THE SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT NO. 802 0003 70 77
(Report of: Public Works Department)

Recommendations

1. Authorize a Change Order to increase the Purchase Order with California Highway Patrol by \$110,000 for services provided as part of the freeway Construction Zone Enhanced Enforcement Program.

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2. Authorize the Public Works Director/City Engineer to execute the Change Order to the Purchase Order for California Highway Patrol.

A.6 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO PROACTIVE ENGINEERING CONSULTANTS FOR THE ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS AND JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS –
PROJECT NO. 801 0059
PROJECT NO. 801 0060
(Report of: Public Works Department)

Recommendations

1. Approve the Agreement for Professional Consultant Services with Proactive Engineering Consultants, 200 South Main St., Suite 300, Corona, CA 92882, to provide design services for the Elsworth Street and Sherman Avenue Sidewalks project and the John F. Kennedy Drive Street Improvement project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Proactive Engineering Consultants.
3. Authorize an issuance of a Purchase Order with Proactive Engineering Consultants totaling \$210,352.00 when the Agreement has been signed by all parties.

A.7 APPROVE THE THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANTS SERVICES WITH AECOM TECHNICAL ENGINEERING FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE
PROJECT NO. 801 0024 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the “Third Amendment to Agreement for Professional Consultant Services” with AECOM Technical Engineering, 901 Via Piemonte, 5th Floor, Ontario, CA 91764 to provide construction support services to the Capital Projects Division of the Public Works Department.
2. Authorize the City Manager to execute the Third Amendment to Agreement for Professional Consultant Services with AECOM Technical Engineering.
3. Authorize a Change Order to increase the Purchase Order with

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AECOM Technical Engineering for the amount of \$79,516.00 when the Third Amendment has been signed by all parties.

- A.8 PA13-0009, PM 34050 – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D14-002 FOR INDIAN STREET ROAD IMPROVEMENTS AT INDIAN STREET AND ALESSANDRO AVENUE ASSOCIATED WITH THE FOOD FOR LESS FUEL CENTER PROJECT
(Report of: Public Works Department)

Recommendations

1. Accept the Development Impact Fee Improvement Credit Agreement #D14-002 (DIF Agreement) for PA13-0009, PM 34050 improvements.
2. Authorize the Mayor to execute the DIF Agreement.

- A.9 AUTHORIZE AGREEMENTS FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES
(Report of: Financial & Management Services Department)

Recommendations

1. Approve agreements with Chandler Asset Management and Cutwater Asset Management for Investment Management and Advisory Services for the three year period ending June 30, 2017 and to amend the agreements to extend the service period for two additional years as appropriate.
2. Authorize the City Manager to sign the agreements and any additional amendments.

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 AUGUST 26, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

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C.2 MINUTES - REGULAR MEETING OF AUGUST 26, 2014 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

D.2 MINUTES - REGULAR MEETING OF AUGUST 26, 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 Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Passed by a vote of 4-0.

E. PUBLIC HEARINGS - None

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

G. REPORTS

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

G.1.1 Mayor Jesse L. Molina reports on Riverside County Transportation Commission (RCTC)

There will be a Riverside County Transportation Commission meeting at 4080 Lemon Street at the hours of 9:30 a.m. and 11:30 a.m.

In 2006, RCTC adopted the 10-year Western Riverside County Highway Delivery Plan. The Delivery Plan calls for the development of tolled express lane corridors within State Route 91 and Interstate 15. The 91 Project currently under construction, will add tolled express lanes from Pierce Street in Corona to the Orange County Line, and be completed in 2017.

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A separate tolled express lane project within the Interstate 15 will extend for 14 miles from SR-60 to Cajalco Road and is anticipated to be completed in 2020.

With the completion of both projects, RCTC will operate and maintain over 70 lane-miles of tolled express lanes.

Urged the public to attend some of the meetings and access the RCTC website for updates. Stay informed.

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

City Manager expressed appreciation to all of the Council for attending the League of California Cities Annual Conference. She was proud to have all of the City Council there as we learned Best Practices and new programs; together we all brought back a lot of different ideas to get even better. Thank you for your attention and time last week.

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

No report.

H. LEGISLATIVE ACTIONS

None

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Mayor Pro Tem Victoria Baca

1. Attended Box Springs Mutual Water Companies monthly board meetings since elected - no grants awarded this time; it's hard to compete with other cities who turn on their faucets and no water

MINUTES
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comes out.

2. Attended the League of California Cities. Presentation on Skate Parks was most interesting on reducing juvenile delinquencies; will be attending a meeting on the afternoon of the 18th. Will be providing brochures to see what we can offer.

Council Member George Price

1. Commented on Assemblyman Medina's Senior Scam Stopper event at the Moreno Valley Senior Center - highly recommends anyone to attend and is very informative.
2. September 11 marks the 13th Anniversary of the terrorist attacks on our Country. March Air Museum, the museum and the Chamber of Commerce, is hosting a Meet the Military event that is a free event to thank our military for their service.
3. Youthfest is a onestop shopping for programs and activities for your children to get involved.
4. Friday night the Morning Optimist Club of Moreno Valley will be holding their Installation Dinner.
5. Had an opportunity to go to a Foot Golf facility; possibly looking to put one of these at the Cottonwood Golf Course for the kids.
6. Shout out for Deanna Reeder and Mike McCoy who are interviewing all of the Candidates on a radio show, which includes the School Board and Community College.
7. The 20th of September will be Coffee with your Councilman - come share your opinions and concerns with Council Member Price from 10 a.m. - 2 p.m. at Vanguard Art Gallery.

Council Member Richard A. Stewart

1. The League of California Cities - good and worthwhile event attending different seminars.
2. Fire Damaged Homes - private owner v. bank owned properties, contact the City's Fire and Building & Safety inspectors to determine home needs to be boarded up for safety.
3. Heard first piece of property for medical use on east March closed escrow.
4. Comments of people making claims during comment period - facts

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or rhetoric?

5. Ralphs vacancy - not going to be Stater Bros. a mile from new location; email suggestions are welcome.
6. Clarification of meetings from comments of Mr. Wolterbeek during comment period; due to fire capacity, once the homeowners are in the meeting room the meeting is then opened to the public. Sunnymead Ranch Homeowners Association and Hidden Springs are restricted to homeowners only.
7. Telephone Pole - Comments on running for election, said to ignore it; not running.
8. Youthfest is this Saturday at Community Park and will run until 2 o'clock. Confirmed 76 vendors expected - 1500 to 2,000 people expected to attend.
9. Lasselle Sports Park Dedication on September 27th.

Mayor Jesse L. Molina

1. Attended the League of California Cities - Instruction and classes, what fits your city? Some interesting topics were:

Panhandling and prayer, which included loitering, Voting Rights Act; Elephant not in the Room

Community Involvement – getting citizens involved through email or twitter

Questions & Answers - what is the public thinking – Blogs

GEO Fencing, on-line civic engagement

Polling and opinions
2. The City of Riverside proposed a Mayor's Soccer Club
3. Mayor's Hike to the Top and Bike Riding
4. Glad to see everything going in a positive direction
5. Thanked fellow Council Members

CLOSED SESSION

City Attorney announced, pursuant to Government Code Section 54956.9(d)(1) the Council will only be discussing the Thompson case as listed on the agenda and does not anticipate any reportable action on the

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Thompson case.

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

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

- a) [Nancy Thompson V. City of Moreno Valley](#)
- b) Carolyn Garcia V. City of Moreno Valley, City of Moreno Valley Parks and Community Services Department, Russell Hough
- c) The People of the State of California ex rel. Basil Kimbrew, Radene Ramos Heirs, and Deanna Reeder V. YXstian Gutierrez

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:06 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
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: September 23, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of September 3 – 16, 2014.

<i>Reports on Reimbursable Activities</i>			
September 3 – 16, 2014			
Council Member	Date	Meeting	Cost
Victoria Baca	9/3-5/2014	League of California Cities Annual Conference & Expo	\$1,246.70
	9/9/14	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00
Jesse L. Molina	9/3-5/2014	League of California Cities Annual Conference & Expo	\$1,162.70
George E. Price	9/3-5/2014	League of California Cities Annual Conference & Expo	\$1,162.70
Richard A. Stewart	9/3-5/2014	League of California Cities Annual Conference & Expo	\$1,162.70
	9/12/15	Moreno Valley Morning Optimist Club Installation and Awards Dinner	\$30.00

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: September 23, 2014

TITLE: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLINING TO ESTABLISH AN ENERGY STORAGE TARGET FOR MORENO VALLEY UTILITY (MVU)

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-77. A Resolution of the City Council of the City of Moreno Valley, California, Declining to Establish an Energy Storage Target for Moreno Valley Utility (MVU).

SUMMARY

State Law, under California Public Utilities Code (PUC) Section 2836, requires publicly owned utilities to evaluate the use of energy storage as an element of their power supply plans by preparing an Energy Storage Procurement Plan and having the City Council adopt the plan. Staff has reviewed various technologies and their relative cost-effectiveness. With the exception of pumped hydroelectric power, very little commercially available energy storage is currently cost-effective. MVU has explored some energy storage systems on the customer's side of the meter to assist customers with controlling their demand and provide other benefits. Programs may also be developed to assist customers in installing their own systems and to study how energy storage systems might be integrated into the utility. Staff will continue to monitor the development of energy storage technologies and the Energy Storage Procurement Plan will be reviewed in three years to determine whether technologies have become cost effective.

This item is scheduled to be presented and discussed at the Utilities Commission regular meeting on September 19, 2014.

DISCUSSION

Energy Storage systems absorb energy, store it for a period of time, and then release it. Storage can provide flexibility for times when the utility's supply and demand are not in balance. They are of most value when the utility needs to provide electricity to customers during peak hours or where there is a need to smooth out generation delivery patterns from generating facilities such as wind or solar which are subject to variable weather conditions. The most common sources of storage include hydroelectric facilities, rechargeable batteries, and thermal energy storage. MVU has worked with Southern California Public Power Authority (SCPPA) to explore storage options that might be of value to Moreno Valley Utility operations. The following is an evaluation of some of the options.

Thermal Energy Storage

MVU has installed ten (10) Ice Bear units, which creates ice at night and uses that ice to cool buildings during the day. The units have provided some load reduction during peak hours. The program is being expanded to include the City's Animal Shelter, and staff is analyzing the use of Ice Bear units at strategic locations on the utility's distribution system. It is unclear at this time if the benefit of these thermal energy units to MVU as a whole (primarily through peak load reduction) is sufficient to justify providing utility incentives for this type of energy storage system. MVU will continue to encourage customers to implement load-shifting technologies, such as thermal energy storage, and will reevaluate whether an incentive may be justified in the future.

Battery Energy Storage

Battery storage systems are charged during periods of low demand to be used to level the load during peak times and are likely to be of considerable value to MVU as the amount of solar generation increases on its system. Traditional batteries are expensive, have high maintenance costs and limited lifespan. There is much interest in developing new, more efficient battery technology and comprehensive current research reports are available through EPRI and Sandia Labs. Generally, the technologies are too new and not yet cost effective for MVU to deploy on a large scale basis. Staff will continue to evaluate battery storage options; part of the evaluation includes a research, development, and demonstration project that is under consideration. This project involves the installation of a solar carport with battery storage and electric vehicle chargers.

Hydroelectric Energy Storage

Hydroelectric energy storage uses the gravitational force of falling or flowing water to produce electrical power for storage. The cost of hydroelectricity and hydroelectric

energy storage is relatively low but requires close proximity to a water source which does not make it a viable option for MVU.

Customer Options

MVU has a relatively large amount of customer-owned solar facilities in its service area and is expecting more such facilities to be installed. It is possible that these customers may wish to integrate energy storage for environmental, reliability and other reasons. For these customers, it may be useful for MVU to provide assistance in researching, procuring and operating battery back-ups for solar systems or Thermal Energy Storage. Installation of these systems may help customers keep their rates down and enhance their sustainability footprint. Assisting customers through rebates or other assistance will be further analyzed as a way to assist them and add to MVU's experience with energy storage systems. This opportunity will not be included in storage targets for the near term, however, since it depends on the interest of the customers in such options.

Staff has concluded that the available options of energy storage systems are currently not cost effective or do not currently meet the needs of the utility. MVU is recommending at this time that the City Council decline to establish a procurement target for energy storage. The City's decision to decline establishing a procurement target must be reevaluated at least once every three years and be reported to the California Energy Commission. Staff will continue to review new energy storage technology to see if issuing an RFP or establishing a procurement target in the future would be appropriate and will return to City Council no later than October 1, 2017.

ALTERNATIVES

1. Approve proposed resolution declining to establish an energy storage target for Moreno Valley Utility. *This provides time to continue to evaluate the cost-effectiveness of various energy storage technologies as they evolve.* Staff recommends this alternative.
2. Do not approve proposed resolution declining to establish an energy storage target for Moreno Valley Utility. *The utility would not be compliant with State Law, under California Public Utilities Code Section 2836.* Staff does not recommend this alternative.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Resolution. Specific budget appropriations will be brought before the City Council for approval as projects are developed utilizing energy storage technologies.

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

RESOLUTION NO. 2014-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLINING TO ESTABLISH AN ENERGY STORAGE TARGET FOR MORENO VALLEY UTILITY (MVU)

WHEREAS, in accordance with California Public Utilities Code (“PUC”) Section 2836(b), the Moreno Valley Utility initiated a process to determine appropriate targets, if any, for the utility to procure viable and cost-effective energy storage systems to be achieved by December 31, 2016, and December 31, 2020; and

WHEREAS, as part of that process, staff reviewed technical materials on various types of energy storage devices; reviewed cost-effectiveness evaluations performed by other publicly-owned utilities and the California Public Utilities Commission; and evaluated the applicability of energy storage devices to existing and future Moreno Valley Utility operations.

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

1. Finds that no cost-effective technologies and/or applications have been identified for Moreno Valley Utility operations.
2. Sets no target for energy storage procurement by the Moreno Valley Utility.
3. Directs staff to:
 - a. Continue evaluating storage options as various relevant proceedings in the State progress, including the Southern California Edison’s Wholesale Distribution Tariff proceeding, the evaluation of renewable flexible capacity and integration costs by the California Energy Commission and California Independent System Operator, and the California Public Utility Commission’s 2014 RPS Procurement Plan.
 - b. Evaluate the viability of customer programs providing incentives for adoption of storage options.
 - c. Plan a competitive procurement process for storage solutions as soon as it appears that storage may be cost effective.
4. Determines that, not less than once every three years, the City Council shall reevaluate its determinations made pursuant to PUC Section 2836.

1
Resolution No. 2014-77
Date Adopted: September 23, 2014

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-77²
Date Adopted: September 23, 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. 2014-77 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-77³
Date Adopted: September 23, 2014

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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: September 23, 2014

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO E. AVICO, INC. FOR FIRE STATION NO. 48 REMODELING, PROJECT NO. 803 0022 70 77

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to E. Avico, Inc., 1260 S. La Cienega Blvd. Los Angeles, the lowest responsible bidder, for the Fire Station No. 48 Remodeling Project.
2. Authorize the City Manager to execute a contract with E. Avico, Inc.
3. Authorize the issuance of a Purchase Order to E. Avico, Inc., for the amount of \$703,113.40 (\$639,194.00 bid amount plus 10% 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 E. Avico, Inc. up to, but not exceeding, the 10% contingency amount of \$63,919.40, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with E. Avico, Inc. to construct the Fire Station No. 48 Sunnymead Ranch Remodeling project, located at 10511 Village Road, Moreno Valley, CA. The project is funded with a combination of Fire Services Capital

funds and Fire Department operations funds, and has been approved in the 2014/15 Capital Improvement Plan.

DISCUSSION

This project includes the renovation of Fire Station No. 48 to improve accessibility and energy efficiency, and to modernize facilities. Fire Station No. 48 was originally dedicated to the citizens of Moreno Valley in December, 1984. On September 26, 2013 the City entered an agreement with TR Design Group, Inc. to provide professional consultant architectural services for the remodeling of Fire Station No. 48.

The project will include the conversion of the existing exterior patio into a new interior exercise room and day room attached to the facility, the conversion of the existing open dormitory into five separate sleeping quarters, each accommodating two persons, for a total capacity of 10 beds, replacement of the windows in the dormitory with new, energy efficient windows, renovation of the existing bathroom to comply with current Americans with Disabilities Act (ADA) standards, and the renovation of the existing kitchen and appliances and upgrading of lockers.

To maximize available funding, one Base bid and four Alternative Bid Alternates were included in the bid documents. The Base Bid consists of the Fire Station Remodeling and associated improvements. The Additive Bid Alternates include upgraded kitchen appliances (Additive Bid A), new dormitory cabinetry (Additive Bid B), new lobby cabinetry and the installation of a double acting gate (Additive Bid C), and installation of new mirrors in exercise room (Additive Bid D).

The design and bidding documents were completed in July 2014 and the project was advertised for construction bids. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:15 a.m. on August 18, 2014, for the subject project. Six (6) bids were received as follows:

	<u>Total Bid Amounts</u>
1. <u>CONTRACTORS</u>	
1. E. Avico, Inc. (Los Angeles).....	\$ 639,194.00
2. Rasmussen Brothers Construction Inc. (Fallbrook)	\$ 781,218.00
3. Avi-Con, Inc. dba CA Construction (Riverside).....	\$ 922,269.00
4. Doug Wall Construction, Inc. (Bermuda Dunes).....	\$1,067,843.58
5. Stumm Development, Inc. dba PCC (Encinitas).....	\$1,213,788.82
6. Oakview Constructors, Inc. (Calimesa)	\$1,246,210.00

The lowest responsible bidder was determined by comparing the total Bid Price of all Bid Items, as stipulated in the bidding documents. Staff has reviewed the bid from E. Avico, Inc. and finds it to be the lowest responsible bidder in possession of the appropriate valid contractor's license and bid bond.

Staff is recommending that the City Council issue a Purchase Order to E. Avico, Inc. for \$703,113.40, (to include the base bid and Additive Bid Items A, B, C & D) which includes a 10% contingency. This contingency is needed to account for any unforeseen issues that may arise during construction.

ALTERNATIVES

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

FISCAL IMPACT

Construction of the Fire Station No. 48 Remodeling Project is included in the adopted Fiscal Year 2014/2015 CIP. The project is funded by the Fire Services Capital Fund (Fund 3005). Additionally, there are funds saved in the Fiscal Year 2013/2014 Fire Department Operations Budget (Fund 1010) to fully fund the project Base bid with all four alternates.

BUDGETED FUNDS – FISCAL YEAR 2014/2015

Fire Services Capital Fund	
(Account 3005-70-77-80003) (Project No. 803 0022 70 77)	\$657,000
(Includes adjusted carryover amount of \$257,000 to be applied Oct. 28, 2014)	
Fire Department Operations Budget Carryover from FY 2013/2014	
(Account 1010-40-45-30110)	\$118,200
Total Project Budget	\$775,200

ESTIMATED PROJECT COSTS - FISCAL YEAR 2014/2015:

Construction Costs (includes 10% contingency)	\$703,120
Temporary Living Quarter	\$ 22,000
Project Administration and Inspection Services*	\$ 50,000
Total Estimated Construction-Related Project Costs	\$775,120

*City staff will provide Project Administration and Inspection Services

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	October 2014
Anticipated Completion of Construction	April 2015

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.

ATTACHMENTS

Attachment 1: Location Map

Attachment 2: Agreement with E. Avico, Inc., Project No. 803 0022 70 77

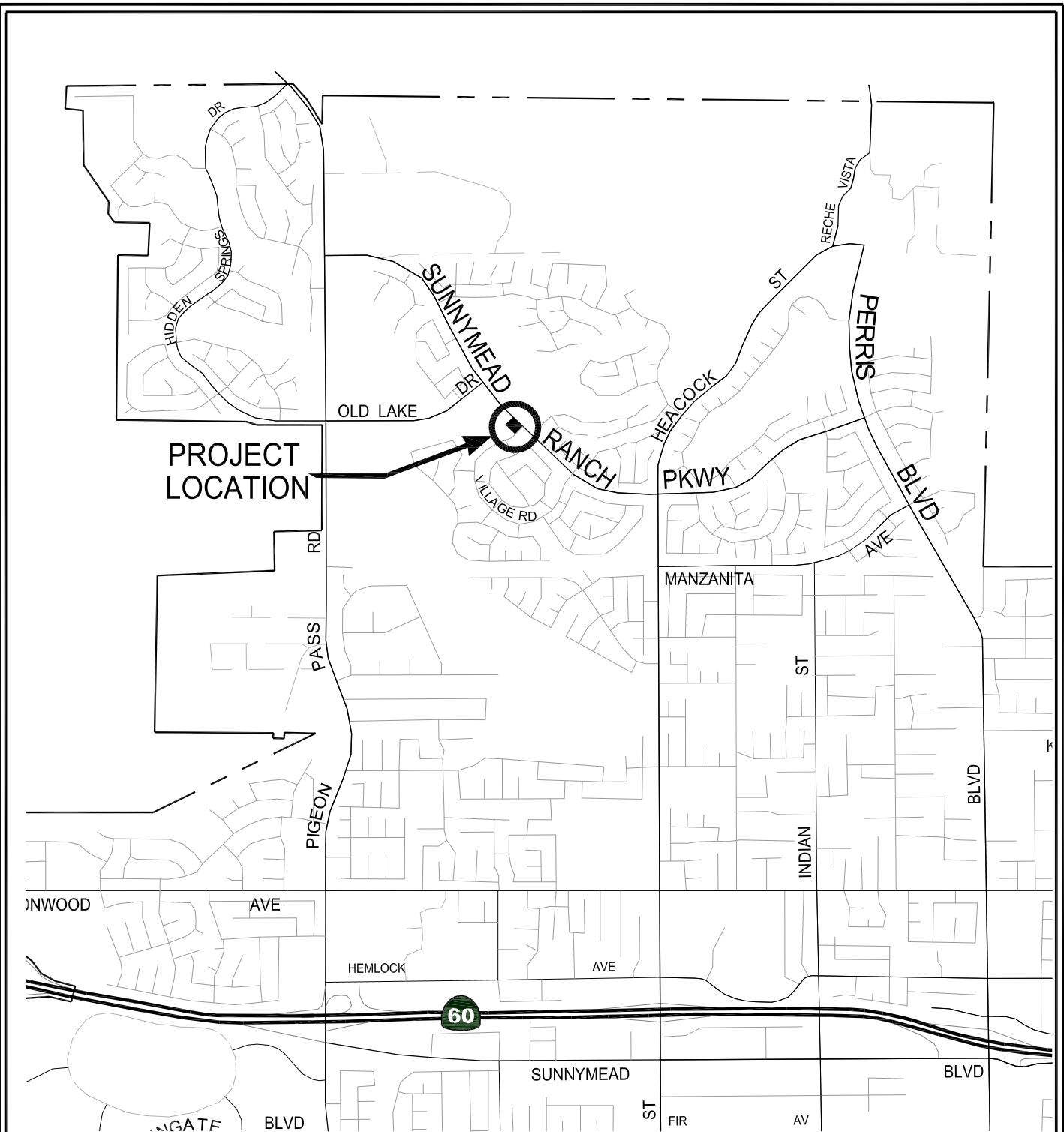
Prepared By:
Henry Ngo
Senior Engineer, P.E.


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

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

Concurred By:
Abdul Ahmad
Fire Chief

Date: 17 Jul 14 - 2:55 pm
 File: \\ZURICH\Shared\PublicWork\CupProj\PROJECTS\Henry_803_0022_70_77_Fire Station No. 48 Remodeling - Sunnymead Ranch\Design_Phase\Location_Map.dwg
 User: jpsht



	LOCATION MAP	
	Public Works Department Capital Projects Division	FIRE STATION 48
	Scale: None	REMODELING - SUNNYMEAD RANCH
Attachment 1	PROJECT NUMBER 803 0022 70 77	

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Agreement No. _____

AGREEMENT

PROJECT NO. 803 0022 70 77

**FIRE STATION NO. 48 REMODELING - SUNNYMEAD RANCH
10511 Village Road, Moreno Valley, CA 92557**

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 **E. Avico, 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. _____ inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. The bound Bidding Documents
- K. Contractor's Certificates of Insurance and Additional Insured Endorsements
- L. 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 and Alternate Bid Items, if any, awarded by the City is SIX HUNDRED THIRTY-NINE THOUSAND, ONE HUNDRED AND NINETY-FOUR Dollars (\$639,194.00) ("Contract Price"). The Additive Bid Alternate Items selected by the City and included in the Contract are: upgraded kitchen appliances (Additive Bid A), and new dormitory cabinetry (Additive Bid B). 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	100 Working Days
Alternate A-D	20 Working Days

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 **One Hundred Twenty (120) Working Days**. 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:

- Submitting and obtaining approval of critical required submittals
- Obtaining Building Permit and other Deferred Permits
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

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

E. Avico, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>
_____ Date

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.

- 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.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

CONTRACTOR'S BONDS

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Price)**

PROJECT NO. 803 0022 70 77

**FIRE STATION NO. 48 REMODELING - SUNNYMEAD RANCH
10511 Village Road, Moreno Valley, CA 92557**

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. 803 0022 70 77**, 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.

- 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.
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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.

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

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. 803 0022 70 77

**FIRE STATION NO. 48 REMODELING - SUNNYMEAD RANCH
10511 Village Road, Moreno Valley, CA 92557**

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 **E. Avico, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 803 0022 70 77**, 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)

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 - ❖ 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 acting in their capacity as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley

FROM: Rick Teichert, Chief Financial Officer

AGENDA DATE: September 23, 2014

TITLE: RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE INCLUDING THE RESTRUCTURING OF TOWNGATE ACQUISITION NOTES PAYMENT SCHEDULE, AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2015 THROUGH JUNE 30, 2015 (ROPS 14-15 B)

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. SA 2014-02 approving a Recognized Obligation Payment Schedule (ROPS 14-15 B) for the period of January 1, 2015 through June 30, 2015, including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as Administrative Budget.
2. Authorize the Executive Director or their designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 14-15 B, for the period of January 1, 2015 through June 30, 2015, including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as Administrative Budget for the said period, ("Exhibit A") to the Oversight Board for review and approval.
4. Authorize the Chief Financial Officer or their designee to amend the FY 2014/15

budget per the Recognized Obligation Payment Schedules, following the approval by the State of California, Department of Finance.

SUMMARY

This report recommends adoption of Resolution No. SA 2014-02 approving a Recognized Obligation Payment Schedule (ROPS 14-15 B), including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as the Administrative Budget, for the period of January 1, 2015 through June 30, 2015.

As Successor Agency, the City is responsible for winding down the affairs of the former RDA including disposing of its assets, making payments and performing other obligations due for Enforceable Obligations. The Recognized Obligation Payment Schedules for the stated periods provide the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements as required by law.

DISCUSSION

ABX1 26 requires the Successor Agency to approve a Recognized Obligation Payment Schedule ("ROPS") for each six-month period. The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation. AB 1484 further clarifies certain matters associated with the dissolution of RDAs and addresses substantive issues related to administrative processes, affordable housing activities, and repayment of loans from communities, use of existing bond proceeds, and the disposition or retention of former Community Redevelopment Agency of the City of Moreno Valley ("RDA") assets.

The City of Moreno Valley is the Successor Agency for the former RDA pursuant to Part 1.85 of Division 24 of the Health and Safety Code. As Successor Agency, the City is responsible for winding down the affairs of the redevelopment agency including disposing of its assets, making payments and performing other obligations due for Enforceable Obligations of the former RDA. In order to facilitate the process, the City Council has adopted the following Resolutions:

- Resolution No. 2012-13, adopted on February 28, 2012, approving a Recognized Obligation Payment Schedule for the period of January 1, 2012 through June 30, 2012.
- Resolution No. 2012-22, adopted on April 10, 2012, approving a Second Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012.

- Resolution No. 2013-02, adopted on February 26, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 A) for the period of July 1, 2013 through December 31, 2013.
- Resolution No. 2013-09, adopted on September 24, 2013, approving a Recognized Obligation Payment Schedule (ROPS 13-14 B) for the period of January 1, 2014 through June 30, 2014.
- Resolution No. 2014-01, adopted on February 25, 2014, approving a Recognized Obligation Payment Schedule (ROPS 14-15 A) for the period of July 1, 2014 through December 31, 2014.

The required content of the ROPS, set forth in Health and Safety Code Section 34177(l)(1), details all of the Agency's legally binding and enforceable obligations, anticipated payments, and sources of payments. Recognized obligations include bonds, loans, judgments, settlements, any legally binding and enforceable agreements or contracts, and contracts and agreements for agency administration or operation costs. The attached ROPS 14-15 B, including the restructuring of the Towngate Acquisition Notes Payment Schedule, and Successor Agency's administrative budget, sets forth the enforceable obligations for the period of January 1, 2015 through June 30, 2015.

The original payment schedule for the Towngate Acquisition Notes was established at a rate equal to the prevailing interest rate for tax-exempt financings as of the date of the of the Owner Participation Agreement or 7.25%. In 2004, the City acquired the Notes with a stated interest rate of 7.25%. However, based on the actual sales tax receipts from the project, the payments are not sufficient to pay the interest accumulation and the debt is negatively amortizing. Staff is proposing an adjusted payment schedule to completely pay off this debt by 2035. There is sufficient cash flow to allow this payment schedule and in consideration, staff is proposing a reduction of the interest rate from 7.25% to 4.9%. As a result of the increased annual payments, the interest rate is re-established at a rate equal to the prevailing interest rate for tax-exempt financings as of the date of the purchase of the Notes by the City at 4.9%.

Once approved, the ROPS 14-15 B will be submitted to the Oversight Board for review and approval. Upon approval by the Oversight Board, a copy of the approved ROPS will be transmitted to the County-Auditor Controller, the State Controller's Office, the State Department of Finance, and posted to the City's website.

ALTERNATIVES

1. Adopt the attached proposed resolution, which approve the Recognized Obligation Payment Schedule, including the restructuring of the Towngate Acquisition Notes Payment Schedule, as well as administrative budget for the period of January 1, 2015 through June 30, 2015; authorizing the transmittal of said Schedules to the Oversight Board for review and approval, and authorize staff to amend Successor Agency's budget per the Recognized Obligation

Payment Schedules, following the approval by the Department of Finance. *Staff recommends this alternative because it allows the City serving as the Successor Agency to make required debt service payments in accordance with the State legislation.*

2. Decline to adopt the attached proposed resolution which would not allow the City, serving as the Successor Agency, to maintain the operations, and fulfill debt obligations of the former RDA as required by law. *Staff does not recommend this alternative.*

FISCAL IMPACT

The Recognized Obligation Payment Schedule provides the details necessary for the City serving as the Successor Agency to fulfill the former RDA's legally binding and enforceable agreements. The ROPS 14-15 B will serve as authorization to pay obligations listed during the noted period including allowable administrative costs of \$125,000. Any existing obligation payment amounts identified on the ROPS have previously been approved within the adopted budget. New obligations requested on the ROPS 14-15 B will require budget adjustments once they are adopted by Oversight Board and approved by the Department of Finance.

With the dissolution of the former RDA, there are continued risks that the payment of certain agreements may not be approved by the California Department of Finance, which will impact the General Fund. When these costs can be considered a short-term loan from the City to the Successor Agency and thus considered an enforceable obligation of the Successor Agency, the City shall seek reimbursement as available.

NOTIFICATION

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

ATTACHMENTS

Attachment 1 – Proposed Resolution
Exhibit A - Recognized Obligation Payment Schedule (ROPS 14-15 B)

Prepared By:
Anochar Clark
Sr. Financial Analyst

Department Head Approval:
Rick Teichert
Chief Financial Officer

Concurred By:
Marshall Eyerman
Financial Resources Division Manager

RESOLUTION NO. SA 2014-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SERVING AS SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, THE RESTRUCTURING OF TOWNGATE ACQUISITION NOTES PAYMENT SCHEDULE, AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2015 THROUGH JUNE 30, 2015 (ROPS 14-15 B), AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THEIR DESIGNEE TO MAKE MODIFICATIONS THERETO

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley ("Agency") is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, et seq. ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Moreno Valley ("City"); and

WHEREAS, the Agency was established pursuant to the Redevelopment Law. The Agency was activated on February 18, 1986, by City Ordinance No. 50. The City Council adopted and approved the Redevelopment Plan for the Project Area by Ordinance 87-154 of the City on December 29, 1987 (the "Original Plan"), as subsequently amended by Ordinance No. 448 of the City adopted January 10, 1995, Ordinance No. 556 of the City adopted December 14, 1999, and Ordinance No. 732 adopted December 19, 2006 (as so amended, the "Amended Redevelopment Plan", the area of which is referred to herein as the "Project Area"); and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL ("Part 1.85") provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011 (which dated has been deemed to be February 1, 2012 pursuant to a decision by the California Supreme Court), and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency's affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL ("Part 1.8") provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain

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Resolution No. SA 2014-02
Date Adopted: September 23, 2014

“enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, in connection with the implementation of those provisions of ABX1 26 which require the adoption of an enforceable obligation schedule, the City serving as the Successor Agency has previously adopted an amended enforceable obligation schedule in the form previously submitted (the “Amended Enforceable Obligation Schedule”) and has authorized the City Manager or his designee to augment, modify or revise such Amended Enforceable Obligation Schedule; and

WHEREAS, ABX1 26 further requires the adoption of an Initial Recognized Obligation Payment Schedule; such initial Recognized Obligation Payment Schedule was approved by Resolution No. 2012-13 of the City of Moreno Valley serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley (“Successor Agency”) on February 28, 2012; and

WHEREAS, ABX1 26 further requires the adoption of a Recognized Obligation Payment Schedule for every six month period; and

WHEREAS, an oversight board, as provided under ABX1 26 (“Oversight Board”) has been established for the former Agency; and

WHEREAS, pursuant to ABX1 26 and the implementation thereof, the Successor Agency desires to adopt a Recognized Obligation Payment Schedule, including restructuring of the Towngate Acquisition Notes payment schedule and administrative budget, for the period covering January 1, 2015 through June 30, 2015 (“ROPS 14-15 B”), in the form submitted herewith. The ROPS 14-15 B is attached hereto, marked as Exhibit “A”, and is incorporated herein by reference. By this resolution, the City Council, on behalf of the Successor Agency, approves and authorizes the transmittal of the ROPS 14-15 B to the Oversight Board; and

WHEREAS, given the adoption of ABX1 26, the City Council, on behalf of the City acting in its capacity as Successor Agency to the Agency, has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of the City, in its capacity as Successor Agency to the Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION 1. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part of this resolution.

2
Resolution No. SA 2014-02
Date Adopted: September 23, 2014

SECTION 2. The Successor Agency approves for transmittal to the Oversight Board the Recognized Obligation Payment Schedule, including the restructuring of the Towngate Acquisition Notes payment schedule and administrative budget, for the period January 1, 2015 through June 30, 2015 (“Exhibit A”), with such augmentation, modification, additions or revisions as the Chief Financial Officer of the Successor Agency or their designee may make before transmittal to the Oversight Board.

SECTION 3. The Successor Agency is authorized and directed to submit ROPS 14-15 B to the State of California Department of Finance upon approval by the Oversight Board.

SECTION 4. The Successor Agency shall amend its FY 2014/15 budget per the Recognized Obligation Payment Schedules, following the approval by the Department of Finance.

SECTION 5. The Successor Agency shall maintain on file as a public record this Resolution and ROPS 14-15 B as approved hereby.

SECTION 6. This Resolution shall be effective immediately upon adoption.

SECTION 7. The City Clerk shall certify to the adoption of this resolution.

APPROVED AND ADOPTED this 23rd day of September 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. SA 2014-02
Date Adopted: September 23, 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. SA 2014-02 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. SA 2014-02
Date Adopted: September 23, 2014

Recognized Obligation Payment Schedule (ROPS 14-15B) - Summary

Filed for the January 1, 2015 through June 30, 2015 Period

Name of Successor Agency: Moreno Valley
Name of County: Riverside

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):		\$ -
A	Sources (B+C+D):	
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 4,219,015
F	Non-Administrative Costs (ROPS Detail)	4,094,015
G	Administrative Costs (ROPS Detail)	125,000
H	Current Period Enforceable Obligations (A+E):	\$ 4,219,015

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	4,219,015
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(79,709)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 4,139,306

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	4,219,015
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	4,219,015

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

_____	_____
Name	Title
/s/ _____	_____
Signature	Date

Recognized Obligation Payment Schedule (ROPS 14-15B) - ROPS Detail
January 1, 2015 through June 30, 2015
 (Report Amounts in Whole Dollars)

I	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
							\$ 117,112,742		\$ -	\$ -	\$ -	\$ 4,094,015	\$ 125,000	\$ 4,219,015	
1	2007 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	11/29/2007	8/1/2038	Wells Fargo Bank	Debt service payments for bonds	Original Area	74,900,254	N				1,008,117	1,008,117	
2	2007 Special Tax Refunding Bonds - Towngate 87-1	Bonds Issued On or Before 12/31/10	11/29/2007	12/1/2021	Wells Fargo Bank	Debt service payments for bonds issued to finance the acquisition of public facilities	Original Area	7,770,867	N				593,119	593,119	
3	Improvement Area No. 1 Special Tax Refunding Bonds	Bonds Issued On or Before 12/31/10	11/29/2007	10/1/2023	Wells Fargo Bank	Debt service payments for bonds issued to finance the construction of public facilities	Original Area	2,317,802	N				138,948	138,948	
5	2011 Refunding of 97 LRB Bonds	Revenue Bonds Issued After 12/31/10	1/1/2011	11/1/2022	Bank of America	Debt service payments for bonds issued to finance the construction of a public facility	Original Area	1,200,000	N				150,000	150,000	
6	2005 Lease Revenue Bonds	Revenue Bonds Issued On or Before 12/31/10	6/1/2005	11/1/2035	Wells Fargo Bank	Debt service payments for bonds issued to finance Sunnymead Blvd project	Original Area		N					-	
7	On-going Housing Monitoring Requirements	Project Management Costs	1/1/2014	6/30/2014	City of Moreno Valley/Successor Agency	Costs to perform the recertification and monitoring of housing units	Original Area	25,000	N				25,000	25,000	
8	Contract for Legal Services	Admin Costs	1/1/2014	6/30/2014	Stradling, Yocca, Carlson & Rauth	Legal services - General	Original Area		N					-	
9	Contract for Legal Services	Admin Costs	1/1/2014	6/30/2014	Kronick Moskovitz Tiedemann & Girard	Legal services - Oversight Board Legal Counsel	Original Area		N					-	
-74-	Contract for Abatement of Properties	Property Maintenance	7/1/2009	7/30/2014	Fire Prevention/Inland Empire Property Service, Inc.	Nuisance/weed abatement of Agency owned properties	Original Area	3,000	N				3,000	3,000	
11	Contract for Audit Services	Admin Costs	2/10/2011	1/1/2014	Lance Soll & Iunghard, LLP or Approved Audit Firm	Preparation of Annual Audit	Original Area		N					-	
12	Contract for Special Tax Reporting	Admin Costs	1/1/2011	1/1/2014	Willdan/Staff Administration	Preparation of Continuing Disclosure Report	Original Area		N					-	
13	CalPERS Retirement Liability	Unfunded Liabilities	7/1/2012	7/1/2031	The California Public Employees' Retirement System (CalPERS)	Unfunded PERS Retirement Liability Acct	Original Area	558,427	N					-	
14	Retiree Medical Trust (CERBT)	Unfunded Liabilities	7/1/2012	7/1/2031	California Employers' Retiree Medical Trust(CERBT)/CalPERS	Unfunded Retiree Medical Trust Acct	Original Area	179,835	N					-	
15	Agency Loans #1 & #2	City/County Loans On or Before 6/27/11	1/23/2007	6/30/2028	City of Moreno Valley	City/Agency Loan Agreement	Original Area		N					-	
16	Price Club Acquisition Note	Third-Party Loans	5/7/1992	5/7/2015	The Price Family Charitable Fund	Participation Agreement	Original Area	439,469	N				301,106	301,106	
17	Towngate Acquisition Note	City/County Loans On or Before 6/27/11	5/3/2004	6/30/2044	City of Moreno Valley	Participation Agreement	Original Area	16,493,088	N				1,124,725	1,124,725	
19	Robertson's Ready Mix, Inc. OPA	OPA/DDA/Construction	9/26/2006	9/30/2028	Robertson's Ready Mix, Inc.	Owner Participation Agreement	Original Area	4,000,000	N				150,000	150,000	
24	Payroll Costs/Operating Costs	Admin Costs	1/1/2015	6/30/2015	City of Moreno Valley/Employees	Successor Agency's Payroll & Operating Costs	Original Area	125,000	N				125,000	125,000	
83	Public Works Agreement	City/County Loans After 6/27/11	9/25/2013	7/30/2029	City of Moreno Valley	Public Works Agreement	Original Area	9,100,000	N				600,000	600,000	
84	Agency Loan	City/County Loans On or Before 6/27/11	1/23/2007	12/31/2014	City of Moreno Valley	City/Agency Loan Agreement	Original Area		Y					-	
85	Unfunded Accrued Leaves Liability	Unfunded Liabilities	7/1/2014	12/31/2014	City of Moreno Valley	Unfunded accrued leaves for Successor Agency's employees	Original Area		Y					-	
86	Housing Entity Administrative Cost Allowance per AB 471Project	Housing Entity Admin Cost	7/1/2014	6/30/2018	Moreno Valley Housing Authority	Housing entity administrative cost allowance per AB 471	Original Area		N					-	
87									N					-	
88									N					-	
89									N					-	

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/Cash_Balance_Agency_Tips_Sheet.pdf.

A	B	C	D	E	F	G	H	I	
Cash Balance Information by ROPS Period		Fund Sources						Comments	
		Bond Proceeds		Reserve Balance		Other	RPTTF		
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin		
ROPS 13-14B Actuals (01/01/14 - 06/30/14)									
1	Beginning Available Cash Balance (Actual 01/01/14)				-	56,835	(123,364)		
2	Revenue/Income (Actual 06/30/14) RPTTF amounts should tie to the ROPS 13-14B distribution from the County Auditor-Controller during January 2014				2,254,284	5,089	1,796,426	Column G - Interest Income	
3	Expenditures for ROPS 13-14B Enforceable Obligations (Actual 06/30/14) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q				1,012,142		1,746,306		
4	Retention of Available Cash Balance (Actual 06/30/14) RPTTF amount retained should only include the amounts distributed for debt service reserve(s) approved in ROPS 13-14B								
5	ROPS 13-14B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 13-14B PPA in the Report of PPA, Column S	No entry required						79,709	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	-	-	-	1,242,142	61,924	(152,953)		
ROPS 14-15A Estimate (07/01/14 - 12/31/14)									
7	Beginning Available Cash Balance (Actual 07/01/14) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	-	-	-	1,242,142	61,924	(73,244)		
8	Revenue/Income (Estimate 12/31/14) RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014						2,254,377		
9	Expenditures for ROPS 14-15A Enforceable Obligations (Estimate 12/31/14)				1,242,142		2,254,377	(Column F - 2007 TABS Debt for August 2014)	
10	Retention of Available Cash Balance (Estimate 12/31/14) RPTTF amount retained should only include the amount distributed for debt service reserve(s) approved in ROPS 14-15A								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	-	-	-	-	61,924	(73,244)		

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Item No. A.6

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

R1
12

B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 13-14B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

Item #	Project Name / Debt Obligation	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
		Non-RPTTF Expenditures								RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin									
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)				
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,011,799	\$ 4,011,799	\$ 4,011,799	\$ 3,932,090	\$ 79,709	\$ 68,500	\$ 68,500	\$ 68,500	\$ 68,500	\$ -	\$ 79,709			
1	2007 Tax Allocation Bonds	-	-	-	-	-	-	-	2,254,284	2,254,284	2,254,284	2,254,284	-	-	-	-	-	-	-	-	-	
2	2007 Special Tax	-	-	-	-	-	-	-	591,174	591,174	591,174	591,173	1	-	-	-	-	-	-	-	-	
3	Improvement Area No. 1 Special Tax Refunding Bonds	-	-	-	-	-	-	-	138,591	138,591	138,591	138,590	1	-	-	-	-	-	-	-	-	
4	CFD No. 3 - Auto Mall Refinance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5	2011 Refunding of 97 LRB Bonds	-	-	-	-	-	-	-	75,000	75,000	75,000	75,000	-	-	-	-	-	-	-	-	-	
6	2005 Lease Revenue Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7	On-going Housing Monitoring Requirements	-	-	-	-	-	-	-	20,000	20,000	20,000	20,000	-	-	-	-	-	-	-	-	-	
8	Contract for Legal Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Contract for Legal Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Contract for Abatement of Properties	-	-	-	-	-	-	-	3,750	3,750	3,750	354	3,396	-	-	-	-	-	-	-	3,396	
11	Contract for Audit Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12	Contract for Special Tax Reporting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
13	CalPERS Retirement Liability	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
14	Retiree Medical Trust (CERBT)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15	Agency Loans #1 & #2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16	Price Club Acquisition Note	-	-	-	-	-	-	-	350,000	350,000	350,000	285,887	64,113	-	-	-	-	-	-	-	-	64,113
17	Towngate Acquisition Note	-	-	-	-	-	-	-	370,000	370,000	370,000	359,502	10,498	-	-	-	-	-	-	-	-	10,498
18	Moss Bros. Autogroup Participation Agreement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	Robertson's Ready Mix, Inc. OPA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Hemlock Family Apartments	-	-	-	-	-	-	-	57,000	57,000	57,000	57,000	-	-	-	-	-	-	-	-	-	-
21	Rancho Dorado Apts - South (Second Phase)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	Rancho Dorado Apts - South (Second Phase)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	Rancho Dorado Apts - South (Second Phase)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	Payroll Costs/Operating Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	Sunnymead Blvd. CIP 79221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
26	Sunnymead Blvd. CIP 79221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	Sunnymead Blvd. CIP 79221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
28	Sunnymead Blvd. CIP 79221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29	Sunnymead Blvd. CIP 79221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	Storm Drain/Day Street to Cottonwood CIP 79222	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures											Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,011,799	\$ 4,011,799	\$ 4,011,799	\$ 3,932,090	\$ 79,709	\$ 68,500	\$ 68,500	\$ 68,500	\$ 68,500	\$ -	\$ 79,709		
31	Storm Drain/Day Street to Cottonwood CIP 79222	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
32	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
33	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
34	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
35	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
36	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
37	Day Street/Alessandro Blvd to Cottonwood CIP 79724	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
38	Auto Mall Street Upgrades CIP 79725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
39	Auto Mall Street Upgrades CIP 79725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
40	Auto Mall Street Upgrades CIP 79725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
41	Auto Mall Street Upgrades CIP 79725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
42	Auto Mall Street Upgrades CIP 79725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
43	Indian Basin, Appurtenant CIP 79726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
44	Indian Basin, Appurtenant CIP 79726	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
45	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
46	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Ironwood Ave-Day St/Barclay Dr CIP 79727	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

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Item No. A.6

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

R1
12

B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 13-14B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

Item #	Project Name / Debt Obligation	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
		Non-RPTTF Expenditures								RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin								
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,011,799	\$ 4,011,799	\$ 4,011,799	\$ 3,932,090	\$ 79,709	\$ 68,500	\$ 68,500	\$ 68,500	\$ 68,500	\$ -	\$ 79,709		
54	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
55	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
56	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
59	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-78-	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
64	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Nason/SR-60 Bridge CIP 79718	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
67	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
68	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Oversight Board Legal Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
71	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
72	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
73	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
74	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
75	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
76	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
77	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Recognized Obligation Payment Schedule (ROPS 14-15B) - Report of Prior Period Adjustments
 Reported for the ROPS 13-14B (January 1, 2014 through June 30, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 13-14B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 13-14B (January through June 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 14-15B (January through June 2015) period will be offset by the SA's self-reported ROPS 13-14B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C Non-RPTTF Expenditures						D RPTTF Expenditures											E	F
		G Bond Proceeds		H Reserve Balance		I Other Funds		J Non-Admin					K Admin					L Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 14-15B Requested RPTTF)		
		M Authorized	N Actual	O Authorized	P Actual	Q Authorized	R Actual	S Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	T Net Lesser of Authorized / Available	U Actual	V Difference (If K is less than L, the difference is zero)	W Authorized	X Available RPTTF (ROPS 13-14B distributed + all other available as of 01/1/14)	Y Net Lesser of Authorized / Available	Z Actual	AA Difference (If total actual exceeds total authorized, the total difference is zero)	AB Net Difference (M+R)			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,011,799	\$ 4,011,799	\$ 4,011,799	\$ 3,932,090	\$ 79,709	\$ 68,500	\$ 68,500	\$ 68,500	\$ 68,500	\$ -	\$ 79,709		
78	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
79	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
80	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
81	Moreno Beach Ramps - Phase 1 CIP 79731	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
82	Hemlock Family Apartments	-	-	-	-	-	-	2,000	2,000	2,000	300	1,700	-	-	-	-	-	-	-	1,700
	Public Works Agreement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Agency Loan	-	-	-	-	-	-	150,000	150,000	150,000	150,000	-	-	-	-	-	-	-	-	-

-79-

Item No. A.6

Towngate Acquisition Notes Payment Schedule

RESTRUCTURED

*Restructured Debt Payment Schedule using LAIF rate

Original Debt \$ 13,000,000

	Date	Principal	New Interest Rate	Interest Accrued	Payment Due	Principal & Interest Balance
	As of 7/1/2014	13,000,000.00		3,376,066.42		16,376,066.42
			4.9%	318,500.00	320,000.00	16,374,566.42
1	ROPS 14-15B Jan - June 2015		4.9%	318,500.00	1,124,725.00	15,568,341.42
2	ROPS 15-16A July - Dec 2015		4.9%	318,500.00	700,000.00	15,186,841.42
3	ROPS 15-16B Jan - June 2016		4.9%	318,500.00	700,000.00	14,805,341.42
4	ROPS 16-17A July - Dec 2016		4.9%	318,500.00	700,000.00	14,423,841.42
5	ROPS 16-17B Jan - June 2017		4.9%	318,500.00	700,000.00	14,042,341.42
6	ROPS 17-18A July - Dec 2017		4.9%	318,500.00	700,000.00	13,660,841.42
7	ROPS 17-18B Jan - June 2018		4.9%	318,500.00	700,000.00	13,279,341.42
8	ROPS 18-19A July - Dec 2018		4.9%	318,500.00	700,000.00	12,897,841.42
9	ROPS 18-19B Jan - June 2019		4.9%	318,500.00	700,000.00	12,516,341.42
10	ROPS 19-20A July - Dec 2019		4.9%	318,500.00	700,000.00	12,134,841.42
11	ROPS 19-20B Jan - June 2020		4.9%	318,500.00	700,000.00	11,753,341.42
12	ROPS 20-21A July - Dec 2020		4.9%	318,500.00	700,000.00	11,371,841.42
13	ROPS 20-21B Jan - June 2021		4.9%	318,500.00	700,000.00	10,990,341.42
14	ROPS 21-22A July - Dec 2021		4.9%	318,500.00	700,000.00	10,608,841.42
15	ROPS 21-22B Jan - June 2022		4.9%	318,500.00	700,000.00	10,227,341.42
16	ROPS 22-23A July - Dec 2022		4.9%	318,500.00	700,000.00	9,845,841.42
17	ROPS 22-23B Jan - June 2023		4.9%	318,500.00	700,000.00	9,464,341.42
18	ROPS 23-24A July - Dec 2023		4.9%	318,500.00	700,000.00	9,082,841.42
19	ROPS 23-24B Jan - June 2024		4.9%	318,500.00	700,000.00	8,701,341.42
20	ROPS 24-25A July - Dec 2024		4.9%	318,500.00	700,000.00	8,319,841.42
21	ROPS 24-25B Jan - June 2025		4.9%	318,500.00	700,000.00	7,938,341.42
22	ROPS 25-26A July - Dec 2025		4.9%	318,500.00	700,000.00	7,556,841.42
23	ROPS 25-26B Jan - June 2026		4.9%	318,500.00	700,000.00	7,175,341.42
24	ROPS 26-27A July - Dec 2026		4.9%	318,500.00	700,000.00	6,793,841.42
25	ROPS 26-27B Jan - June 2027		4.9%	318,500.00	700,000.00	6,412,341.42
26	ROPS 27-28A July - Dec 2027		4.9%	318,500.00	700,000.00	6,030,841.42
27	ROPS 27-28B Jan - June 2028		4.9%	318,500.00	700,000.00	5,649,341.42
28	ROPS 28-29A July - Dec 2028		4.9%	318,500.00	700,000.00	5,267,841.42
29	ROPS 28-29B Jan - June 2029		4.9%	318,500.00	700,000.00	4,886,341.42
30	ROPS 29-30A July - Dec 2029		4.9%	318,500.00	700,000.00	4,504,841.42
31	ROPS 29-30B Jan - June 2030		4.9%	318,500.00	700,000.00	4,123,341.42
32	ROPS 30-31A July - Dec 2030		4.9%	318,500.00	700,000.00	3,741,841.42
33	ROPS 30-31B Jan - June 2031		4.9%	318,500.00	700,000.00	3,360,341.42
34	ROPS 31-32A July - Dec 2031		4.9%	318,500.00	700,000.00	2,978,841.42
35	ROPS 31-32B Jan - June 2032		4.9%	318,500.00	700,000.00	2,597,341.42
36	ROPS 32-33A July - Dec 2032		4.9%	318,500.00	700,000.00	2,215,841.42
37	ROPS 32-33B Jan - June 2033		4.9%	318,500.00	700,000.00	1,834,341.42
38	ROPS 33-34A July - Dec 2033		4.9%	318,500.00	700,000.00	1,452,841.42
39	ROPS 33-34B Jan - June 2034		4.9%	318,500.00	700,000.00	1,071,341.42
40	ROPS 34-35A July - Dec 2034		4.9%	318,500.00	700,000.00	689,841.42
41	ROPS 34-35B Jan - June 2035		4.9%	318,500.00	700,000.00	308,341.42
42	ROPS 35-36A July - Dec 2035		4.9%	318,500.00	626,841.42	-

Item No. A.6

Total 13,000,000.00

17-80-3.42

30,071,566.42

Resolution No. SA 2014-02

Date Adopted: September 23, 2014

Towngate Acquisition Notes Payment Schedule

ORIGINAL

*Original Debt Payment Schedule @ 7.25% interest rate

Original Debt \$ **13,000,000**

	Date	Principal	Original Interest Rate	Interest Accrued	Payment Due	P & I Balance
	As of 7/1/2014	13,000,000.00		3,376,066.42		16,376,066.42
1	ROPS 14-15A		7.25%	471,250.00	320,000.00	16,527,316.42
2	ROPS 14-15B	Jan - June 2015	7.25%	471,250.00	325,000.00	16,673,566.42
3	ROPS 15-16A	July - Dec 2015	7.25%	471,250.00	325,000.00	16,819,816.42
4	ROPS 15-16B	Jan - June 2016	7.25%	471,250.00	325,000.00	16,966,066.42
5	ROPS 16-17A	July - Dec 2016	7.25%	471,250.00	325,000.00	17,112,316.42
6	ROPS 16-17B	Jan - June 2017	7.25%	471,250.00	325,000.00	17,258,566.42
7	ROPS 17-18A	July - Dec 2017	7.25%	471,250.00	325,000.00	17,404,816.42
8	ROPS 17-18B	Jan - June 2018	7.25%	471,250.00	325,000.00	17,551,066.42
9	ROPS 18-19A	July - Dec 2018	7.25%	471,250.00	325,000.00	17,697,316.42
10	ROPS 18-19B	Jan - June 2019	7.25%	471,250.00	325,000.00	17,843,566.42
11	ROPS 19-20A	July - Dec 2019	7.25%	471,250.00	325,000.00	17,989,816.42
12	ROPS 19-20B	Jan - June 2020	7.25%	471,250.00	325,000.00	18,136,066.42
13	ROPS 20-21A	July - Dec 2020	7.25%	471,250.00	325,000.00	18,282,316.42
14	ROPS 20-21B	Jan - June 2021	7.25%	471,250.00	325,000.00	18,428,566.42
15	ROPS 21-22A	July - Dec 2021	7.25%	471,250.00	325,000.00	18,574,816.42
16	ROPS 21-22B	Jan - June 2022	7.25%	471,250.00	325,000.00	18,721,066.42
17	ROPS 22-23A	July - Dec 2022	7.25%	471,250.00	325,000.00	18,867,316.42
18	ROPS 22-23B	Jan - June 2023	7.25%	471,250.00	325,000.00	19,013,566.42
19	ROPS 23-24A	July - Dec 2023	7.25%	471,250.00	325,000.00	19,159,816.42
20	ROPS 23-24B	Jan - June 2024	7.25%	471,250.00	325,000.00	19,306,066.42
21	ROPS 24-25A	July - Dec 2024	7.25%	471,250.00	325,000.00	19,452,316.42
22	ROPS 24-25B	Jan - June 2025	7.25%	471,250.00	325,000.00	19,598,566.42
23	ROPS 25-26A	July - Dec 2025	7.25%	471,250.00	325,000.00	19,744,816.42
24	ROPS 25-26B	Jan - June 2026	7.25%	471,250.00	325,000.00	19,891,066.42
25	ROPS 26-27A	July - Dec 2026	7.25%	471,250.00	325,000.00	20,037,316.42
26	ROPS 26-27B	Jan - June 2027	7.25%	471,250.00	325,000.00	20,183,566.42
27	ROPS 27-28A	July - Dec 2027	7.25%	471,250.00	325,000.00	20,329,816.42
28	ROPS 27-28B	Jan - June 2028	7.25%	471,250.00	325,000.00	20,476,066.42
29	ROPS 28-29A	July - Dec 2028	7.25%	471,250.00	325,000.00	20,622,316.42
30	ROPS 28-29B	Jan - June 2029	7.25%	471,250.00	325,000.00	20,768,566.42
31	ROPS 29-30A	July - Dec 2029	7.25%	471,250.00	325,000.00	20,914,816.42
32	ROPS 29-30B	Jan - June 2030	7.25%	471,250.00	325,000.00	21,061,066.42
33	ROPS 30-31A	July - Dec 2030	7.25%	471,250.00	325,000.00	21,207,316.42
34	ROPS 30-31B	Jan - June 2031	7.25%	471,250.00	325,000.00	21,353,566.42
35	ROPS 31-32A	July - Dec 2031	7.25%	471,250.00	325,000.00	21,499,816.42
36	ROPS 31-32B	Jan - June 2032	7.25%	471,250.00	325,000.00	21,646,066.42
37	ROPS 32-33A	July - Dec 2032	7.25%	471,250.00	325,000.00	21,792,316.42
38	ROPS 32-33B	Jan - June 2033	7.25%	471,250.00	325,000.00	21,938,566.42
39	ROPS 33-34A	July - Dec 2033	7.25%	471,250.00	325,000.00	22,084,816.42
40	ROPS 33-34B	Jan - June 2034	7.25%	471,250.00	325,000.00	22,231,066.42
41	ROPS 34-35A	July - Dec 2034	7.25%	471,250.00	325,000.00	22,377,316.42
42	ROPS 34-35B	Jan - June 2035	7.25%	471,250.00	325,000.00	22,523,566.42
	ROPS 35-36A	July - Dec 2035	7.25%	471,250.00	22,994,816.42	-
	Total	13,000,000.00		23,639,816.42		

Total 13,000,000.00

23,639,816.42

36,639,816.42

Resolution No. **Item No. A.6**

Date Adopted: September 23, 2014

**THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

Budget Worksheet Report - ROPS 14-15 B

For the period
January 1, 2015 -
June 30, 2015

<u>Account Number</u>		
Fund	4800	SUCCESSOR AGENCY ADMINISTRATION
Department	30	Financial & Management Svcs
Division	33	FMS - Financial Resources
Section	20801	Successor Agency Administration
<u>Personnel Services</u>		
<u>Regular</u>		
611110	Salaries, Regular	\$ 69,747.00
<u>Total: Regular</u>		\$ 69,747.00
<u>Additional</u>		
611699	Salaries, Addl - Other	\$ 1,400.00
<u>Total: Additional</u>		\$ 1,400.00
<u>Benefits</u>		
612110	Benefits - PERS & ERPD Def Comp	\$ 18,750.00
612120	Benefits - Bank	\$ 9,648.00
612130	Benefits - Medicare	\$ 1,005.00
612140	Benefits - Group Life Insurance	\$ 485.50
612145	Benefits - ST/LT Disability	\$ 121.50
612150	Benefits - Addl % Mgmt Pkg	\$ 241.00
612160	Benefits - Annuity	\$ 228.50
<u>Total: Benefits</u>		\$ 30,479.50
<u>Total: Personnel Services</u>		\$ 101,626.50
<u>Contractual Services</u>		
<u>Professional</u>		
620230	Professional Svcs - Legal Svcs	\$ 17,500.00
620299	Professional Svcs - Other	\$ 473.50
<u>Total: Professional</u>		\$ 17,973.50
<u>Communications</u>		
620410	Communications	\$ 250.00
<u>Total: Communications</u>		\$ 250.00
<u>Training & Travel</u>		
620510	Training & Travel	\$ 250.00
<u>Total: Training & Travel</u>		\$ 250.00
<u>Total: Contractual Services</u>		\$ 18,473.50
<u>Materials & Supplies</u>		
<u>Materials & Supplies-Postage & Mail</u>		
630120	Postage - Overnight	\$ 50.00
<u>Total: Materials & Supplies-Postage & Mail</u>		\$ 50.00
<u>Materials & Supplies-Operating Supplies</u>		
630210	Oper Suppl - Office	\$ 1,250.00
630214	Oper Suppl - Printing & Binding	\$ 100.00
<u>Total: Materials & Supplies-Operating</u>		\$ 1,350.00
<u>Total: Materials & Supplies</u>		\$ 1,400.00
<u>Fixed Charges</u>		
<u>ISF Charges</u>		
690220	ISF - Risk - Workers Comp	\$ 1,500.00
<u>Total: ISF Charges</u>		\$ 1,500.00
<u>Administrative Charges</u>		
692012	Admin Chrg - OPEB	\$ 2,000.00
<u>Total: Administrative Charges</u>		\$ 2,000.00
<u>Total: Fixed Charges</u>		\$ 3,500.00
<u>Total: Successor Agency Administration</u>		\$ 125,000.00



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 23, 2014

TITLE: AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO PARSONS BRINCKERHOFF FOR THE SUNNYMEAD MASTER DRAINAGE PLAN STORM DRAIN LINES F AND F-7 PROJECT NO. 804 0008

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Professional Consultant Services with Parsons Brinckerhoff, 451 E. Vanderbilt Way, Suite 200, San Bernardino, CA to provide design services for the Sunnymead Master Drainage Plan Storm Drain Lines F and F-7 project.
2. Authorize the City Manager to execute the Agreement for Professional Consultant Services with Parsons Brinckerhoff.
3. Authorize issuance of a Purchase Order with Parsons Brinckerhoff in the amount of up to but not to exceed \$620,000 once the Agreement has been signed by all parties.

SUMMARY

This report recommends approval of an agreement with Parsons Brinckerhoff for Professional Consultant Services to provide design services for the Sunnymead Master Drainage Plan Storm Drain Lines F and F-7 project. The project is to design and construct storm drain Lines F and F-7 to mitigate flooding that occurs within the Community Development Block Grant (CDBG) target area between Hemlock Avenue and SR-60, from Frederick Street to Graham Street. The project could also help to mitigate frequent flooding on Sunnymead Boulevard east of Frederick Street. The

design phase of this project is funded with CDBG funds and has been approved in the 2014/2015 Capital Improvement Plan (CIP). The construction of this project will start when funding becomes available.

DISCUSSION

The project currently involves the design of two storm drain systems, Lines F and F-7, in the Sunnymead Master Drainage Plan. Line F includes 1,400 feet of storm drain starting from Hemlock Avenue east of Pigeon Pass Road, going south past SR-60 and Sunnymead Boulevard, to approximately 100 feet south of Sunnymead Boulevard. Line F-7 includes 2,900 feet of storm drain starting from the intersection of Hemlock Avenue and Graham Street, going south along Graham Street past SR-60 to Olive Wood Plaza Drive and to Sunnymead Boulevard, and connecting to Line F.

The purpose of the project is to mitigate flooding that occurs within the CDBG target area between Hemlock Avenue and SR-60, from Frederick Street to Graham Street, as well as a section of Sunnymead Boulevard east of Frederick Street. The project could minimize flood related damages to public roads and private properties, as well as enhance safety for pedestrians and drivers using Hemlock Avenue, Graham Street, and Sunnymead Boulevard. The proposed storm drains will include a number of catch basins at various locations which allows the systems to effectively convey and discharge storm water runoffs during a storm event. Miscellaneous street improvements are also included in this project to accommodate the proposed storm drains.

In June 2014, the Notice Inviting Proposals and Request for Proposals (RFP) for Professional Consultant Design Services were sent to all the consultants that the City has on its list and also posted on the City's website. To reduce costs, staff has included and advertised five (5) separate projects in this one RFP so that firms could propose one or more than one project. The City received seven (7) proposals in response to the RFP for this project alone. A Selection Committee, comprised of City staff, reviewed and rated all proposals, according to the consultant's ability to complete the project requirements. The top ranking two firms were invited for interviews, followed by negotiations on scope of services and fees. Parsons Brinckerhoff was selected as the most qualified consultant for this project since the firm demonstrates a very thorough understanding of the work and presents an ability to provide the required services on time and within budget.

Parsons Brinckerhoff is responsible for completing all survey, engineering, geotechnical and environmental work necessary to obtain storm drain easements, environmental clearances, obtaining all required permits from various agencies, preparing bidding documents and construction plans for the storm drain and related street improvements to be ready for advertising for construction bids once funding for construction phase becomes available.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely design of the Sunnymead Master Drainage Plan Storm Drain Lines F and F-7 project utilizing the current year's CDBG funding allocation.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the design of the Sunnymead Master Drainage Plan Storm Drain Lines F and F-7 and result in the loss of CDBG funding.*

FISCAL IMPACT

This project is fully funded by Community Development Block Grant (CDBG) funds (Fund 2512) and included in the Fiscal Year 2014/2015 CIP. These funds are to be used for improvements in the CDBG target areas. There is no impact to the General Fund.

AVAILABLE BUDGET - FISCAL YEAR 2014/2015:

Community Development Block Grant Fund (Account No. 2512-70-77-80004 / Project No. 804 0008)	<u>\$650,000</u>
Total	\$650,000

ESTIMATED PROJECT-RELATED COSTS:

Design Consultant	\$620,000
Project Administration*	\$ 30,000
Total	\$650,000

**Includes City project administration, plans and bidding documents review and approval, printing, and other miscellaneous costs.*

ANTICIPATED PROJECT SCHEDULE:

CDBG funding approval by HUD	October 2014 - November 2014
Design	December 2014 - December 2015
Construction	Once funding becomes available

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.

ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement for Professional Consultant Services with Parsons Brinckerhoff

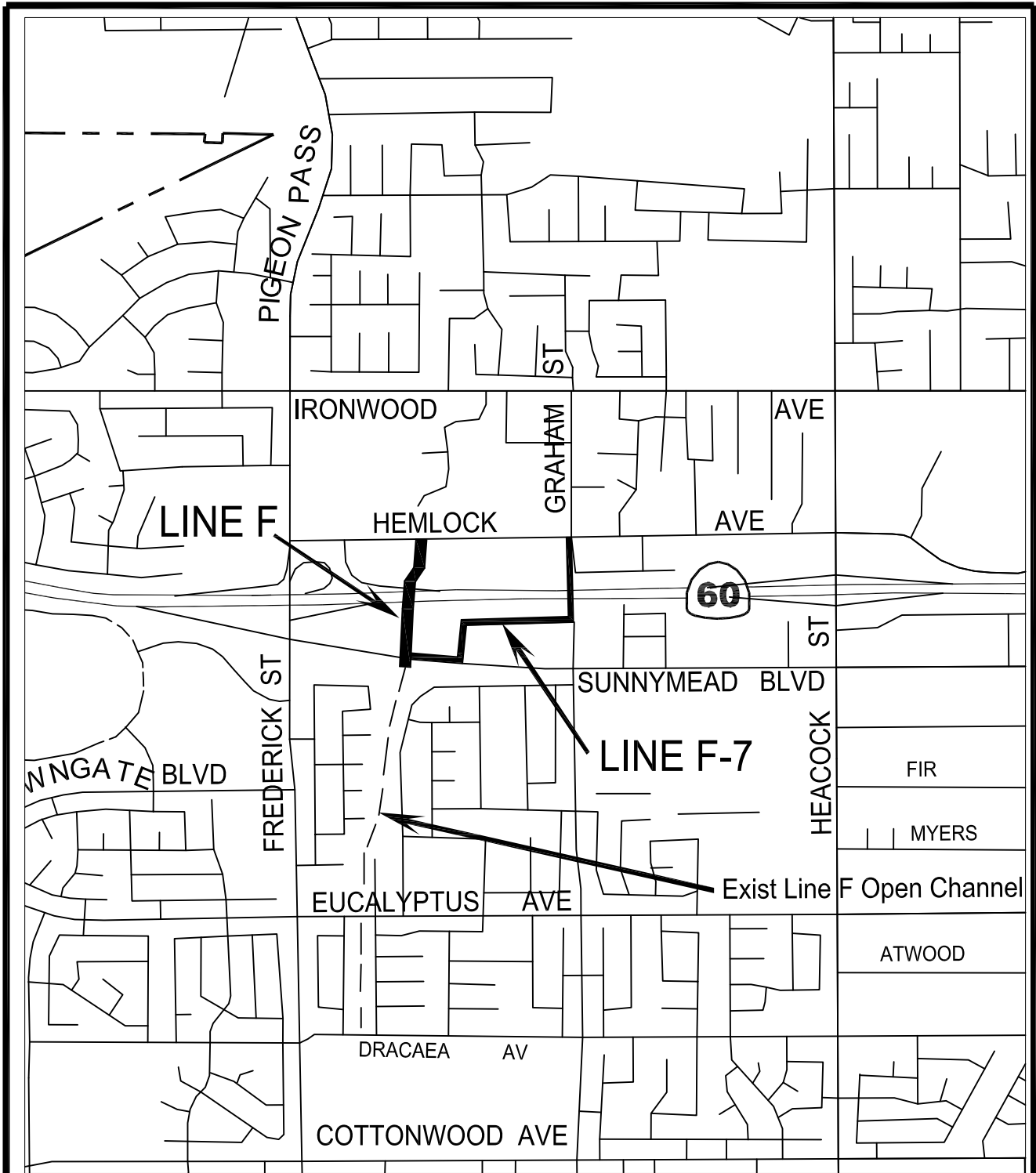
Prepared By:
Quang Nguyen, P.E.
Senior Engineer

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

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

Concurred By:
Richard Teichert
Chief Financial Officer/City Treasurer

Concurred By:
Marshall Eyerman
Financial Resources Division Manager



LOCATION MAP

Public Works Department
Capital Projects Division

SUNNYMEAD MASTER DRAINAGE PLAN
STORM DRAIN LINES F AND F-7

ATTACHMENT 1

PROJECT NO. 804 0008

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**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES WITH PARSON BRINCKERHOFF FOR THE SUNNYMEAD
MASTER DRAINAGE PLAN STORM DRAIN LINES F AND F-7
PROJECT NO. 804 0008**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Parsons Brinckerhoff, 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
PROJECT NO. 804 0008**

DESCRIPTION OF PROJECT

1. The Project is described as Sunnymead Master Drainage Plan Storm Drain Lines F and F-7, Project No. **804 0008**.

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 \$620,000.00 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 "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through December 31, 2015, 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

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 804 0008**

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

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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,

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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.

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(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.

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(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 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

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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

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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

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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

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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.

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(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

Parsons Brinckerhoff

BY: _____
City Manager

BY: _____

Name: _____

TITLE: _____
(President or Vice President)

Date

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

Chief Financial Officer

Date

BY: _____

Name: _____

TITLE: _____

(Corporate Secretary)

Date

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 D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$620,000.00.
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 Capital Projects Division at reneh@moval.org or calls directed to (951) 413-3155.
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 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.

EXHIBIT A

REQUEST FOR PROPOSAL FOR PROFESSIONAL DESIGN CONSULTANT SERVICES FOR FIVE (5) PROJECTS

1. **ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS**
Project No. 801 0008 70 77
2. **ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND
JOHN F. KENNEDY DRIVE STREET IMPROVEMENTS**
Project No. 801 0059 70 77
Project No. 801 0060 70 77
3. **SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7**
Project No. 804 0008 70 77
4. **BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)**
Project No. 802 0002 70 77
5. **INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL
LATERAL A)**
Project No. 802 0004 70 77

I. INVITATION

You are hereby invited to submit a **separate** Proposal for any of the five (5) projects identified for Professional Design Consultant Services, associated with the following: 1) ADA Ramp Improvements at Various Locations, 2) Elsworth Street and Sherman Avenue Sidewalks, and John F. Kennedy Drive Street Improvements, 3) Sunnymead Master Drainage Plan, 4) Bridge Maintenance Investigation, and/or 5) Indian Street / Cardinal Avenue Bridge (over Channel Lateral A).

Four (4) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk) of your Proposal(s) shall be submitted before **6:00 p.m., June 26, 2014**, addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Guy Pegan, Senior Engineer, P.E.

II. GENERAL PROJECT DESCRIPTION

These projects will improve safety and efficiency and accommodate all users in the Community Development Block Grant (CDBG) target areas as well as providing improvements to various bridges citywide. See Attachment 2 for additional Project Information. The improvements or reports are:

- 1) **ADA Ramp Improvements at Various Locations** will involve a base design proposal for the construction and/or reconstruction of ramps at approximately 25 locations, and will include two additional alternative design proposals for 8 locations each (totaling 16 additional locations) to meet current City and Americans with Disabilities Act (ADA) Standards. See Attachment 2, Exhibit A for additional Project 1 locations information.
- 2) **Elsworth Street and Sherman Avenue Sidewalks** will involve designing sidewalk, curb, gutters, and pavement repairs on the west side of Elsworth Street from Alessandro Boulevard to Sherman Avenue, and along the south side of Sherman Avenue Elsworth Street west for approximately 600 L.F. and also along Sherman Avenue from Day Street to

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Pepper Street as one complete set of plans and specifications. **John F. Kennedy Drive Street Improvements** will have a separate set of improvement plans (and specifications) providing for design of road widening and completing the missing curb, gutter, and sidewalk, along the south side of the street from Heacock Street to Paige Avenue. No right-of-way and utility relocation are included in this set of projects. See Attachment 2, Exhibit B for additional Project 2 location information.

- 3) **Sunnymead Master Drainage Plan Line F and Line F-7** will require environmental clearance, storm drain easement document preparation, permit processing, engineering, cost estimate, and bid document preparation associated with Line F and Line F-7 Master Drainage Plan. Together this represents 4,300 feet of storm drain improvements. See Attachment 2, Exhibit C for additional Project 3 location information.
- 4) **Bridge Maintenance Investigation** will provide a planning phase to develop a maintenance prioritization matrix for 30 bridges based on deficiencies. The consultant shall be responsible for the inspection and evaluation of various City Bridges in need of routine maintenance as shown by Caltrans Bridge Inspection Reports and as identified by City Staff. See Attachment 2, Exhibit D for additional Project 4 locations information.
- 5) **Indian Street / Cardinal Avenue Bridge (over Channel Lateral A)** will require the consultant to perform a bridge concept study resulting in the preparation of a Project Report to identify the most suitable bridge crossing, right of way needs, any channel modifications and applicable street improvements for the proposed Indian Street / Cardinal Avenue Bridge (over Channel Lateral A). See Attachment 2, Exhibit E for additional Project 5 location information.

All work shall be in accordance with the requirements of the City of Moreno Valley standards, Caltrans Standard Plans and Caltrans Local Assistance Procedures Manual (LAPM) (latest versions), the California Manual on Uniform Traffic Control Devices (latest version), and the Riverside County Flood Control and Water Conservation District (RCFC & WCD) (latest version).

III. PROJECT FUNDING AND SCHEDULE

Projects 1, 2, and 3 are funded by the Community Development Block Grant (CDBG) funds which aim to provide benefits and improvements to the surrounding low-income area and to the disabled community via the ADA improvements.

Project 4 is funded by the Caltrans Bridge Preventative Maintenance Program. The consultant inherently acknowledges by submitting a proposal for the work inclusive of all sub-consultants and reimbursable fees, etc.

Project 5 has a funding allocation of \$60,000 for this work. The consultant inherently acknowledges by submitting a proposal for the work inclusive of all sub-consultants and reimbursable fees, etc. shall not exceed \$60,000. Any proposal that exceeds this amount will be immediately disqualified from further consideration.

The City's tentative schedule for design of ADA ramps (Project 1) is the following:

Notice to Proceed:	July 2014
Planning/Environmental Clearance:	Oct. 2014
Complete Design:	Nov. 2014
Advertise for Construction:.....	Nov. 2014
Award Construction Contract:	Feb. 2015

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Construction: Feb. 2015

The tentative schedule for all other projects (Projects 2-4) is the following:

NEPA/CEQA Clearance..... July 2014
HUD Approval/Release of Funding Sept. 2014
Notice to Proceed: Oct. 2014
Complete Design: May 2015
Advertise for Construction (for Elsworth/Sherman): June 2015
Award Construction Contract: Sept. 2015
Construction: Oct. 2015
(Construction of JFK and Sunnymead MDP Line F and F-7 depend on funding availability.)

IV. SCOPE OF SERVICES

See Attachment 1 of Projects 1, 2, 3, 4, and 5 for additional information. The City is requesting firms to provide Professional Design Consultant Services for the ADA Ramp Improvements at Various Intersections, Elsworth Street and Sherman Avenue Sidewalks and John F. Kennedy Drive improvements, Sunnymead Master Drainage Plan for Line F and Line F-7, Bridge Maintenance Investigation, and Indian Street / Cardinal Avenue Bridge (over Channel Lateral A) improvements.

- The scope of services for Projects 1, 2, and 3 consists of three (3) phases. The first phase of the work will be completing 35% design; the second phase will be completing 65%, 95% and 100% design and specification document, and the third phase will be the construction support.
- The scope of services for Project 4, the Bridge Maintenance Investigation, shall include inspection of each bridge using Caltrans' inspection form, prioritizing the bridge repairs, cost estimate, and a detailed repair/maintenance Summary Memorandum Report (with recommendations).
- The scope of services for Project 5 consists of a draft Project Report including a project construction cost estimate based on the chosen Conceptual design.

A. GENERAL

1. Meetings

As a minimum, the Consultant shall schedule and attend meetings including:

- a. Kickoff meeting including sub-consultants (if any).
- b. Project Development Team (PDT) meetings, monthly.
- c. City Council Meeting/Council Study Session

2. Schedule

The project schedule shall be developed by the Consultant for the design utilizing Microsoft Project®. The schedule shall be provided to the City in both digital and hard copy. An updated schedule is to be handed out during the PDT Meetings.

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The project schedule shall be divided into tasks and subtasks in full detail including, but are not limited to, City function timeline, critical path, and other outside sources such as agencies or utilities. Some of the tasks shall be, but are not limited to, planning, environmental, design, relevant City Council meetings, other agencies' review, advertising, and construction. The schedule is to indicate anticipated durations for all tasks.

B. PHASE 1 – 35% DESIGN (PROJECTS 2 & 3)

1. Report of Project Issues

The consultant shall provide a Project Report of issues based on the findings of research and investigation of record information. The report, at a minimum, shall include, but not be limited to, the following:

- a. The report shall itemize the results of all research and investigation including cataloging the sources of information.
- b. Identify locations of potential conflicts or constraints that may impact the design of the project.
- c. Identify conflicts of potholed underground utilities and overhead improvements.
- d. Identify right-of-way, easement and environmental constraints.
- e. Identify issues with project costs and funding.

2. Research of Record Information

- a. The Consultant shall provide engineering services related to the research and investigation of utility company and agency records to secure all the information required to identify, locate and accurately lay out all underground improvements, easements, centerline, right-of-way and private property lines. The research should include, but not be limited to, utility maps and street improvement plans.
- b. The City will provide copies of available pertinent City records, such as survey ties, benchmarks, street plans, tract and parcel maps the City knowingly has in its possession.

3. Permit Processing

The environmental procedures shall be in compliance with the Environmental Information Form. The CEQA/NEPA will be processed through the City's Planning Division.

Resource Agency Permit Processing

The Consultant shall provide regulatory services for the processing of all necessary permits including, but not limited to, the US Army Corps of Engineers, the California Department of Fish and Game, and the Regional Water Quality Control Board. The processing shall include required correspondence or telephone calls between the reviewing staff related to the

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permit or points of clarification. This item includes any necessary meetings with the reviewing staff of the resource agencies during the review process. Some of the major resources agency permit processes are, but not limited to:

a. US Army Corps of Engineers 404 Permit Application

Consultant shall prepare a submittal package for US Army Corps of Engineers 404 Permit to satisfy the requirements of Section 404 of the Clean Water Act. If necessary, Consultant shall advise City on possible project revisions in order to take advantage of Nationwide Permits.

b. California Department of Fish and Game 1600 Permit Application

The Consultant shall prepare Notification of Lake or Streambed Alteration (Form FG 2023) including all required information and photos for a CDFG 1601 Agreement for Streambed Alteration. The City will pay the required Lake or Streambed Alteration Fee.

c. Regional Water Quality Control Board Section 401 Certification Waiver

The Consultant shall prepare a submittal to secure waiver from the State requirement for Section 401 of the Clean Water Act certification. This certification is necessary prior to the Corps concurring with discharges of fill material under the Corps permit process.

d. Low Impact Development (LID) documentation and design as required to meet current requirements.

e. Caltrans Encroachment Permit

Project 3 involves installation of two storm drain lines that cross State Route 60. The consultant is required to coordinate with Caltrans and obtains the required encroachment permit and other agencies and environmental permits as may be required for this Project.

4. Geotechnical Investigation

The geotechnical investigation is to evaluate the street project to determine the road structural section and to evaluate the storm drain project soil conditions for trenching and backfill. A report of the findings and geotechnical recommendations for design of the projects shall be prepared in accordance with Caltrans LAPM, RCFC&WCD design requirements and City design requirements as appropriate for each project and other requested information.

a. Field Exploration

The Consultant shall submit a geotechnical exploration plan for the City to review, reflecting location and type of boring. The Consultant shall identify owners and agencies from which right-of-entry permits are required, and shall submit a list to the City, with mailing addresses. The Consultant shall prepare and the City will mail right-of-entry letters. Upon completion of test pit excavation and sampling, the test pits shall be backfilled and compacted with on-site excavated soils to the original condition. The field exploration for the roadway portion, sufficient borings and material samples shall be taken to determine the road structural section and the backfill shall be in accordance with the City Standards. The Consultant will be responsible to notify Underground Service Alert and provide traffic control as well as obtaining all the necessary permits to conduct field exploration.

b. Geotechnical Investigation Report

Based upon findings of the field exploration, laboratory testing, engineering analyses, and discussions with City, a written report shall be prepared. This report shall summarize the physical data acquired during the investigation and shall present recommendations for design of the project. The consultant shall

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provide three (3) draft copies of the geotechnical report for review and comments. A qualified geotechnical engineer shall prepare a Geotechnical Design Report (GDR). All reports shall be in accordance with Caltrans procedures, regulations, manuals, standards, policies, and format. The pavement structural sections shall be determined by a qualified Geotechnical Engineer in accordance with Caltrans policies and procedures. The geotechnical report shall include alternative structural sections and moisture content at a minimum of three feet (3') and six feet (6') under the existing pavement; if the existing moisture content is above optimum moisture content then the GDR shall give recommendations on stabilizing the subgrade in preparation for placement of the structural section. Include the thickness of the existing asphalt concrete and base material individually. If the report does not give sufficient information, it shall be returned and corrected at no expense to the City. The Consultant shall submit five (5) sets of the final geotechnical design report along with the previously checked reports.

5. Surveying and Topographic Mapping

The Consultant shall perform all surveys necessary for the concept drawings and the design of the project establishing a uniform stationing on all streets, increasing northerly and easterly.

The Consultant shall collect field survey data necessary for the design of the proposed improvements along the roadway which shall include the preparation of topographic base mapping through field survey methods. The field survey data shall be compiled to develop a topographic base map of the project area.

Topography shall include, but not be limited to, all features within the right of way and 25 feet beyond. The topography shall extend a minimum of 300 feet beyond intersections.

Field survey information shall also include all features within and around the project area, and the existing roadway profile and pavement limits. The consultant shall perform detailed surveying work, including the tie-out of any and all existing survey centerlines and property corner monuments that could be disturbed and affected by the proposed work.

The survey topography shall be submitted in ASC II format on CD-ROM and a hard copy plot provided using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only, no other survey description will be allowed.

The Consultant shall indicate on the plans the stationing of all intersections, and the beginning or end of curves. Survey monuments and monument wells shall be noted for preservation and where missing installed per City standards by the Contractor. The setting or marking of the actual monuments setting or marking shall be performed by a land surveyor contracted by the City during or at the end of Construction, and a Record of Survey shall be submitted to the City. These items must be quantified and shown on the Improvement Plans, Specifications, and Estimate.

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6. Existing Utilities Research

The Consultant shall conduct existing utility research for all utilities within the project limits to identify, locate, and accurately lay out all underground improvements.

The Consultant shall provide the City with acceptable Utility Notices. There will be first utility notice letter (Preliminary Project Notice) with response form, second utility notice letter (Prepare to Relocate) with response form, third utility notice letter (Notice to Relocate), and fourth utility notice letter (Notice to Relocate Immediately) provided to the City to be sent out by the consultant to the Utility Companies on City letterhead. The consultant will track and follow-up on responses or lack thereof.

The Consultant shall identify all utilities that could potentially conflict with the planned project, and determine special requirements for facilities including protection, relocation, right-of-way, easements, and construction.

7. Utility Potholing

The Consultant shall pothole all underground utilities to determine the depth for clearance or conflicts for any underground improvements such as gas lines, telephone lines, electrical lines, sewer lines, water lines, storm drain lines, etc. The Consultant shall submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at **no** cost to the City. Potholes shall be repaired per City Standard Plan No. MVSI-132D-0.

It will be the responsibility of the Consultant to notify Underground Service Alert and provide traffic control during potholing operation.

8. Right-of-Way/Easement

The Consultant is required to perform basic right-of-way research to identify and ensure right-of-way boundary locations and right-of-way clearance prior to construction or require an easement prior to construction. The improvement plan shall show existing property lines with all right-of-way and easement areas, assessor's parcel numbers, addresses, owners and/or types of businesses.

a. The Consultant shall prepare all documents necessary for permanent easement and temporary construction easements and the City will have the documents executed by the affected property owners. This function must be completed at least thirty (30) days prior to finalizing plans and specifications for bidding purposes.

b. The Consultant shall identify all utilities that have prior rights.

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9. Preliminary Design (Conceptual Layout Plans at 35%)

The Consultant shall prepare two conceptual layout plans showing the basic road (or storm drain) alignment with the appropriate surface infrastructures: raised median, striping, tentative traffic signal pole locations, and locations for ADA compliant pedestrian access ramps where required for clarity. See Attachment 1, Exhibits "A1-5" for General Design Submission Requirements.

10. Submittals

- a. The Consultant shall submit five (5) sets of bond copies of the preliminary design drawings with each submittal for checking by the City, along with the previous red-lined check prints. The Consultant shall perform quality control on all submittals. The design drawings should be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant.
- b. The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.

C. PHASE 2 – 35%-100% DESIGN (PS&E: PROJECTS 1, 2 & 3)

Work on this phase shall not commence until the completion of Phase I and written authorization to proceed from the City. Any work performed prior to authorization by the City cannot be billed by the Consultant and will be subject to rework at the Consultant's expense based upon approvals granted during Phase I work. The design shall perform all the work involved for providing documents, plans, specifications, and estimates for the improvements. The design shall conform to requirements of the City of Moreno Valley, Caltrans standard plans (latest version) as required, RCFC & WCD Standards as required, and CAMUTCD (latest version).

1. Improvement Plan Preparation

The street improvement plans, and striping plans shall be in accordance with the current City of Moreno Valley standard plans or standards approved by the City Engineer. Bridge improvement plans and storm drain plans shall be per RCFC&WCD, and City Standards or standards approved by the City Engineer. Existing utilities shall be indicated in plan view. These plans shall be prepared at 1"=20' scale, on 24" x 36" improvement plan sheets, and shall consist of:

- a. **Title Sheet** – include title sheet per City Standard Plan MVSI-168B-0.
- b. **Detail/Typical Cross Section Sheets** - include typical sections and other details as required
- c. **Roadway Improvement Plans** - includes plans for the proposed intersection and ADA compliant pedestrian access ramps which includes all necessary removals and repairs to the existing AC pavement and PCC sidewalks, etc.

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Plans shall provide roadway improvements in accordance with the City's standards.

- d. Storm Drain Improvement Plans** - includes plans for the proposed and future inlets connection and catch basin which includes all necessary removals and replacement to the existing AC pavement and PCC sidewalks, etc. Plans shall provide storm drain improvements in accordance with RCFC & WCD and the City's standards.
- e. Signing and Striping Plans** – includes existing and proposed access ramp locations and types, curbs, driveways, existing and proposed striping, crosswalks, traffic lane widths, existing and proposed traffic signal loop detectors, and existing and proposed signing (including signs upstream of the project segment that may be affected by the project).

For additional design requirements and information see Attachment 1 (Exhibit "A1, A2, A3, A4, and A5")

2. Deliverables

The design deliverables shall include, but not be limited to (See Attachment 1, Exhibit "A1, A2, A3, A4, and A5" for General Design Submission Requirements specific for each project): Legals and Plats for right-of-way and easements will be part of the 65% submittal package, improvement Plans ink on Mylar ready for advertising and bidding will be part of the 100% submittal package, along with Specifications (including appendices), and a complete Estimate, all wet seal stamp and signed by a licensed California Civil Engineer. The design shall be in compliance with current Federal Americans with Disabilities Act (ADA) and State Title 24 requirements, whichever is more restrictive. The design and scope of services shall also include: complete and detailed estimate of quantities; construction cost estimate; answers to all questions regarding the design during design, bidding and construction; review of the project site to ensure that the Plans are drawn correctly; and attendance at project related meetings, including the pre-construction meeting.

The Consultant shall monitor quality on all deliverables, calculations, and other work products. The Consultant shall prepare a Quality Control Plan for use on the projects, and submit a copy to the City within thirty (30) calendar days of Notice-to-Proceed. This is not a separate task, but shall be included as part of project management.

The Plans, Specifications, and Estimate must conform to the City of Moreno Valley's standards and practices. The Consultant shall provide clear, concise, and complete plans and profiles which shall include, but are not limited to, the following items: project title; vicinity (location) map; title blocks; north arrows; scales 1"=20' for bridge and roadway improvements, nothing precludes the requirement to have drawings at a larger scale or larger scale for details); general notes; construction notes; construction legend; telephone numbers of utilities and other affected agencies and businesses; details; centerline profile; future north and south curb line profiles; existing improvements; power poles; driveway approaches; edge of pavement, water service relocation and/or installation; sewer manhole lid and water valve lid adjustment; pedestrian ramps; painting of traffic stripes and

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thermoplastic legends; signs; traffic signal; traffic loops (if any); curb returns; details of private improvements to be constructed, reconstructed, or relocated, such as driveways, fences, gates, irrigation systems, trees and landscaping; overhead utility lines; and other details that are of benefit to the design of the project.

- a. All drawings shall be prepared with AutoCAD Civil 3D software or design software that is compatible with the AutoCAD Civil 3D software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36") Mylar sheets. The final plans shall be signed by a Civil Engineer registered in the State of California. No "stick-ons" will be allowed. The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-ROM disk in AutoCAD Civil 3D format upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

- b. AutoCAD DRAWINGS

The topography map will be set up with the following guidelines:

- i. Drawing scale is 1" = 20'.
 - ii. City title block and standards for drafting shall be used.
- c. The City will provide the Consultant with its boilerplate Specifications and Technical Provisions in Microsoft Word, Windows 2000 format. The City will be responsible for compiling the Project Specification. The Consultant will provide a write up for the project specific scope of work in the Technical Specifications and provide special Technical Provisions beyond the City's standard Technical Provisions. The Specifications shall be signed by the consultant Civil Engineer registered in the state of California that is complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the project, except for striping and traffic signs. The technical portion of the Caltrans Standard Specifications will be used for the striping and traffic signs.

Specifications for the project shall conform to the most recent applicable standards and specifications from:

- i. City of Moreno Valley
- ii. Standard Specifications for Public Works Construction (*Greenbook, current edition*)
- iii. State of California Transportation Department Standard Specifications and Standard Plans (latest version)
- iv. The consultant shall calculate the amount of liquidated damages and determine the length of time in working days for construction.

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3. Submittals to City, Agencies, Utilities, Etc.

- a. The Consultant shall submit five (5) sets of bond copies of the design drawings with each submittal for checking by the City, along with the previous red lined check prints. The design drawings should be as complete, accurate, and error-free as possible before Plan checking is considered, in order to reduce the number of Plan checks required and related costs therefore to the City and Consultant. Submittals shall be 35% Conceptual, 65%, 100%, and final.
- b. The Consultant shall submit three (3) sets of quantity calculations with each submittal for checking by the City, along with the previous checked calculations.
- c. The Consultant shall submit two (2) sets of the contract documents with each submittal for checking by the City, along with the previous check prints. A disk in Microsoft Word format containing the final Contract Documents shall be submitted to the City.
- d. **The Consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the Plan checking process.**
- e. The Consultant shall directly submit to **each utility company a final set of Plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.**
- f. The City shall receive a copy of all correspondence, transmittals, submittals, and letters sent to utilities and agencies regarding the project.

4. Final Estimate of Quantities and Cost

The Consultant shall provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by the Consultant and approved by the City.

- a. Depending on the project, the estimated items of work with quantities shall include but not be limited to: itemizing all removals, relocations, clearing & grubbing, grading, trenching, drainage pipe (RCP, CMP, RCB), PCC sidewalk, PCC curb & gutter, PCC pedestrian access ramps, traffic signal poles, traffic signal equipment, traffic signal wiring, aggregate base, Asphalt Concrete (AC) paving, survey monument wells, SWPPP preparation, painting of pavement legends & striping, signs, traffic control, raised pavement markers, and project signs. The estimated items of work with quantities shall be arranged in chronological order of construction and shall contain all the information needed to prepare the Engineer's Estimate of Costs. The engineer's estimate shall be prepared and submitted on the City's estimate form.

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- b. The Consultant will be required to periodically submit updated preliminary cost estimates as design progresses.
- c. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final items of work with estimated quantities. Computations showing estimated quantities and costs for each location of work as well as the sum totals shall be submitted to the City for review along with a set of plans showing items of work with quantities on each sheet. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities.

5. Reproduction of the Design Drawings and Contract Documents

The City will have copies of the design drawings and Contract Specifications reproduced for bidding purposes.

6. Questions During Bidding And Pre-Construction Meeting

The Consultant shall answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process. The Consultant shall assist the City, at no charge, in preparation of Addenda regarding omissions or conflicts in the design.

D. PHASE 3 – CONSTRUCTION

1. Pre-Construction Meeting

The Consultant shall attend the Pre-construction Meeting and answer questions regarding the Technical Provisions and the design drawings during the meeting.

2. Construction

a. Questions During Construction

The Consultant shall be available to review design change request and assist the City in issuing Contract Change Orders. A line item shall be included in the proposal for design change request during construction.

The Consultant shall be available to answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the construction, and assist the City in issuing Contract Change Orders regarding omissions or conflicts in the design, at no charge to the City.

b. Preparation of As-Built Drawings

The Consultant shall incorporate all redline comments prepared by the Contractor and project inspector on the signed design Plans. The as-built drawings shall be provided to the City and approved prior to the release of the final progress payment. The Consultant shall attach hanging file tabs to the Mylar as-built drawings. A line item shall be included in the proposal for as-built drawings. The consultant shall sign the as-built/record drawings as the Engineer of Record.

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c. GASB 34 Documentation

The Consultant shall submit GASB 34 documentation in the City's format along with the as-built drawings. A line item shall be included in the proposal for GASB 34 documentation.

d. Owner Of Original Drawings, Documents And Other Information

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

V. CONSULTANT'S PROPOSAL AND COMPENSATION (APPLIES TO PROJECTS 1-5)

The Consultant's Proposal shall be no more than 30 pages. The page limits exclude a cover letter of up to two pages, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposal shall clearly segregate the scope, schedule, and DBE utilization for the bridge maintenance report contract. 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 Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule.

The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.

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- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, telephone numbers and email addresses of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The Title Reports shall be a separate line item under the right-of-way task.

The resource allocation matrix, in addition to any tasks the Consultant chooses to list, shall include but not be limited to meetings, Traffic Studies, Hydrology/Hydraulics Studies, Storm Water Pollution Prevention Plans, right-of-way investigations, As-Built Drawings, and GASB 34 documentation.

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7. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
8. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

9. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.** All extra work will require prior approval from the City.
13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
15. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
16. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor

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Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

17. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
 18. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
- H. **Applicable to Federal Funded Projects (Project 4 only).** The Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain Disadvantaged Business Enterprise (DBE) participation on this contract will assist the City in meeting its DBE goals for the Bridge Repair Maintenance Program.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Consultant shall not discriminate on the basis of race, color, national origin, sex, age, or physical or mental disability, sexual orientation or retaliation in the award and performance of subcontracts.

A Race-Neutral Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal or even if there is a DBE goal, wins a subcontract from a prime Consultant that did not consider its DBE status in making the award.

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The City has established the following estimated goals for DBE participation on this project:

Bridge Maintenance Investigation	
DBE	5%

The City may adjust the percentages as more specific information becomes available.

Good faith efforts are required to meet the DBE contract goals. In order to show good-faith-effort in obtaining a DBE Consultant or sub-consultant, the following criteria have been established:

1. The Consultant can meet the goal, documenting commitments for participation by UDBE firms sufficient to meet the goal.
2. Even if the Consultant does not meet the goal, the Consultant can document adequate good faith efforts. The Consultant must show that they took all necessary reasonable steps to achieve the DBE goal.
3. A good-faith-effort by the prime Consultant in trying to secure participation by DBEs prior to award of this contract shall be documented and the documentation shall be submitted in writing. The following types of actions will be considered a part of the Consultants good faith efforts to obtain DBE participation.
4. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Consultant must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
5. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Consultant might otherwise prefer to perform these work items with their own forces.
6. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
7. Negotiating in good faith with interested DBEs. It is the Consultants responsibility to make a portion of the work available to DBE sub-consultants, and to select those portions of the work consistent with the available DBE sub-consultants, so as to facilitate DBE participation. Evidence of such negotiation includes: names, addresses, telephone numbers of DBEs that were considered; a description of the information provided regarding the work selected for sub-consulting, and evidence as to why agreements could not be reached for DBEs to perform the work.

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A proposer using good business judgment would consider a number of factors in negotiating with subconsultants including DBE subconsultants, and would take a firm's price and capabilities as well as the DBE contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime consultants are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

8. Not rejecting DBEs as being unqualified without reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Consultant's efforts to meet the project goal.
9. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the recipient Consultant.
10. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
11. Effectively using the services of available minority or women community organizations, minority or women consulting groups, local, state and federal minority or women business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Consultant shall complete the forms listed in "Attachments" at the end of this RFP.

VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES (APPLIES TO PROJECTS 1-5)

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

VII. FEDERAL EMPLOYEE BENEFIT (APPLIES TO PROJECTS 1-5)

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

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VIII. PAYMENT TO CONSULTANT (APPLIES TO PROJECTS 1-5)

- A. This work is to be performed for a "Not-to-Exceed Fixed Fee." This method of payment is similar to the Cost per Unit Work, which is defined in Chapter 10 of the Caltrans LAPM, as follows: The Consultant is paid based on the work performed.
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by Part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:
 - 1. Report of Project Issues complete.
 - 2. Permit processing complete.
 - 3. 35% Level Completion is complete, including draft specification and/or initial draft reports (including Bridge Maintenance Report).
 - 4. 65% Level Completion is complete and/or draft Bridge Maintenance Reports
 - 5. 95% Level Completion is complete.
 - 6. 100% Level Completion is complete, PS&E, final reports (including Bridge Maintenance Report) or Specs.
 - 7. Project Bidding and Construction Support on a monthly basis.
 - 8. Any other additional authorized work on a task successfully completed and accepted basis.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.
- E. Invoices will specifically identify job title, person-hours, and costs incurred by each task. Only one invoice per month based on milestones completed.
- F. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

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IX. INSURANCE (APPLIES TO PROJECTS 1-5)

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

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

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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, its officers, employees and agents are included as additional insured under this general liability 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 and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's 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 Agency, 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

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The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

X. INDEMNIFICATION (APPLIES TO PROJECTS 1-5)

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save 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 liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save 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 liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

XI. TERMINATION FOR CONVENIENCE OF THE CITY (APPLIES TO PROJECTS 1-5)

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and

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procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XII. INDEPENDENT CONTRACTOR (APPLIES TO PROJECTS 1-5)

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT (APPLIES TO PROJECTS 1-5)

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS (APPLIES TO PROJECTS 1-5)

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. OTHER REQUIREMENTS (APPLIES TO PROJECTS 1-5)

The following requirements are mandatory:

- A. The Agreement may be subject to pre-award audit by the Department, which is estimated to take a minimum of thirty (30) calendar days from the time the Department

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receives the pre-award audit submittal. After the pre-award audit recommendations are received (if necessary), the Consultant's Proposal shall be adjusted by the Contract Manager to conform to the audit recommendations. The Consultant agrees that any audit recommendations regarding the contract amount, the Consultant's Proposal, or individual items of cost may be incorporated into the contract at the State's sole discretion. Refusal by the Consultant to incorporate the audit recommendations will be considered a breach of contract terms and cause for termination of the contract or rejection for consideration of contract.

- B. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- C. 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 City, State, and the Federal Highway Administration 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 City, State, and the Federal Highway Administration. Such records shall be maintained by the Consultant for three (3) years following receipt of final payment.
- D. Cost Principles – Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 and Uniform Administrative Requirements, Title 49 CFR, Part 18 are incorporated herein by reference. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the City.
- E. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- F. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
- G. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented employees under current State Department of Personnel Administration rules listed in the Caltrans Travel Guide.

XVI. SELECTION CRITERIA (APPLIES TO PROJECTS 1-5)

The Consultant may be invited to a selection interview. The Proposals for Projects 1, 2, 3, and 4 will be rated/ranked according to the following criteria:

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- A. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
- B. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
- C. 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 complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget.

The Consultant may be invited to a selection interview. The Proposals for Project 5 will be rated/ranked according to the following criteria:

- A. Experience of Key Personnel (30 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm with specific emphasis on expertise in bridge work and reference information preferably with municipal agencies.
- B. Project Approach/Understanding/Value of Contribution (70 points) – Discussion on how the consultant team plans to approach the assignment; the organization necessary to complete the assignment; and value in the delivery of a quality product within the not-to-exceed budget of \$60,000 (all billing will be on a time and material basis identifying personnel by title).

Exhibits/Attachments (incorporated by reference):

Attachment 1	Exhibit "A1-A5" – General Design Submission Requirements
Attachment 2	Exhibit A-E – Location Maps
Attachment 3	City Standard Consultant Agreement (no changes to this agreement will be allowed) including the Supplemental Conditions to the Agreement
Attachment 4	Disclosure of Lobbying Activities (Form LLL)
Attachment 5	List of Subconsultants
Attachment 6	Proposer's List of Subconsultants (DBE and Non-DBE) Parts I and II
Attachment 7	Exhibit 10-O1 – Local Agency Proposer DBE Commitment
Attachment 8	Exhibit 10-O2 – Local Agency Proposer DBE Information
Attachment 9	Exhibit 15-H – Good Faith Efforts
Attachment 10	Supplementary General Conditions (This form only requires execution and submittal if the City accepts your proposal and sends you an Agreement for execution.)

ATTACHMENT 1

Exhibit "A1"
General Design Submission Requirements
ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS
Project No. 801 0008 70 77

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Project; complete Special (Technical) Provisions outline; alignment issues; identify preliminary right-of-way and easement needs.
 - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
 - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
 - City client departments have signed-off on the design.
 - City's Drawing standards are to be used.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
 - Intersection and corner radius information is shown on plans.
 - Parcel delineation, with site address and Assessors Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
 - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
 - Meeting with all other interested parties, such as fire and police, etc., have taken place.
 - All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
 - Draft Legals and Plats submitted for right-of-way and easement requirements to construct improvements.

2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete project specific plans improvements.
 - Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.

- 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
 - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
 - All right-of-way and easement documents have been obtained.

Exhibit "A2, & A3"
General Design Submission Requirements
A2-ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY
DRIVE STREET IMPROVEMENTS
A3-SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Project Summary Memorandum (PSM); complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete Geotechnical Report; complete Hydrology and Hydraulic reports; and complete environmental documentation; and obtain all environmental approvals (Bridge Project: US Army Corps of Engineers (COE), United States Department of Fish and Wildlife, Water Quality Control Board (WQCB).

- Report of Project Issues if required as part of the PSM, is based upon the City boiler format and is complete.
- Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
- Initial plan review by all city departments, utility companies, and other associated agencies is complete.
- As necessary, public meetings have taken place and the concept is established and approved.
- City client departments have signed-off on the design.
- City's Drawing standards are to be used.
- Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
- Surveys are completed and boundaries established on plans.
- Horizontal and Vertical alignments are established on plans.
- Curb/gutter lines to centerline dimensions are shown on plans.
- Intersection and corner radius information is shown on plans.
- Parcel delineation, with site address and Assessor's Parcel Number, are shown on plans.
- Special (Technical) Provisions outline is established and is based on City's boiler format.
- Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
- Design Schedule, with required critical path, is approved.
- Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
- Geotechnical Report is complete.
- Hydrology and Hydraulic reports are complete and approved (A3-Drainage Project).
- Utilities initial investigation is complete and tracked using a utility response matrix.
- First meeting with utility companies has taken place and all are on-board.
- Proposed utilities' connections/improvements, etc., are essentially agreed upon.
- Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
- Meeting with all other interested parties, such as fire and police, etc., have taken place.

- All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
 - Required environmental form or Environmental Document is complete and approved.
 - Draft Legals and Plats submitted for right-of-way and easement requirements to construct improvements.
2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete water quality improvements; complete project specific plans improvements.
- Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.
 - 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
- 5.

- Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
- All right-of-way and easement documents have been obtained.

Exhibit "A4"
General Design Submission Requirements
BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)
Project No. 802 0002 70 77

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Draft Bridge Report documenting maintenance concerns and addressing maintenance issues with 50% completed Caltrans Bridge inspection forms and an estimated Bridge Report maintenance cost.
2. **65% Level Completion:** Completed draft Bridge Report and 100% of the bridges inspected with attached Caltrans Bridge inspection forms, preliminary priority ranking and estimated cost.
3. **95% Level Completion:** Complete draft Final Bridge Report addressing all redline comments and concerns with completed attached Caltrans Bridge inspection forms and estimated repair cost and proposed repair/maintenance schedule.
4. **100% Level Completion:** Complete final Bridge Report with attached Caltrans Bridge inspection forms in the appendix, estimated repair cost, and maintenance priorities, all in Caltrans Reporting format.

Exhibit "A5"
General Design Submission Requirements
INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL LATERAL A)

The scope of work consists of preparing a Project Report that will highlight sufficient technical details such as structural and geotechnical related information, environmental concerns, right of way requirements, permits needed and, probable construction and project costs. Since the proposed bridge will span over the Riverside County Flood Control District storm channel facility, all of the District's requirements must be taken into consideration in identifying the most suitable bridge crossing. The bridge size and roadway elevations will depend on the water surface elevation of the 100-year storm flow into the bridge taking into account freeboard as required by the District. Design issues such as span length and structure depth, type of foundation, bridge type, construction phasing, utilities, aesthetics, etc. need to be considered. The consultant is also required to specify all key scope of work elements for the next (detail design and construction bid document preparation) phase of the work so that the needed services can be procured when adequate funding becomes available.

ATTACHMENT 1

Exhibit "A1"
General Design Submission Requirements
ADA RAMP IMPROVEMENTS AT VARIOUS LOCATIONS
Project No. 801 0008 70 77

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Project; complete Special (Technical) Provisions outline; alignment issues; identify preliminary right-of-way and easement needs.
 - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
 - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
 - City client departments have signed-off on the design.
 - City's Drawing standards are to be used.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
 - Intersection and corner radius information is shown on plans.
 - Parcel delineation, with site address and Assessors Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
 - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
 - Meeting with all other interested parties, such as fire and police, etc., have taken place.
 - All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
 - Draft Legals and Plats submitted for right-of-way and easement requirements to construct improvements.

2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete project specific plans improvements.
 - Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.

- 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.
 - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
 - All right-of-way and easement documents have been obtained.

Exhibit "A2, & A3"
General Design Submission Requirements
A2-ELSWORTH STREET AND SHERMAN AVENUE SIDEWALKS, AND JOHN F. KENNEDY
DRIVE STREET IMPROVEMENTS
A3-SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Project Summary Memorandum (PSM); complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete Geotechnical Report; complete Hydrology and Hydraulic reports; and complete environmental documentation; and obtain all environmental approvals (Bridge Project: US Army Corps of Engineers (COE), United States Department of Fish and Wildlife, Water Quality Control Board (WQCB)).
 - Report of Project Issues if required as part of the PSM, is based upon the City boiler format and is complete.
 - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
 - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
 - As necessary, public meetings have taken place and the concept is established and approved.
 - City client departments have signed-off on the design.
 - City's Drawing standards are to be used.
 - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
 - Surveys are completed and boundaries established on plans.
 - Horizontal and Vertical alignments are established on plans.
 - Curb/gutter lines to centerline dimensions are shown on plans.
 - Intersection and corner radius information is shown on plans.
 - Parcel delineation, with site address and Assessor's Parcel Number, are shown on plans.
 - Special (Technical) Provisions outline is established and is based on City's boiler format.
 - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
 - Design Schedule, with required critical path, is approved.
 - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
 - Geotechnical Report is complete.
 - Hydrology and Hydraulic reports are complete and approved (A3-Drainage Project).
 - Utilities initial investigation is complete and tracked using a utility response matrix.
 - First meeting with utility companies has taken place and all are on-board.
 - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
 - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
 - Meeting with all other interested parties, such as fire and police, etc., have taken place.

- All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
 - Required environmental form or Environmental Document is complete and approved.
 - Draft Legals and Plats submitted for right-of-way and easement requirements to construct improvements.
2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete water quality improvements; complete project specific plans improvements.
- Overall Design progress must be at a level that was established in the critical path.
 - Horizontal and Vertical alignments are complete.
 - Draft Specifications, including General Provisions and Special Provisions, are complete.
 - Complete Engineer's Estimate reflecting 65% complete level design work effort.
 - 2nd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
 - Follow-up meetings with utility companies, if necessary, have taken place.
 - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
 - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
 - Finalize Legals and Plats.
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
- All design documents (PS&E) are essentially complete as if ready to bid.
 - PS&E is ready to submit for review.
 - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
 - Liquidated damage calculation is complete.
 - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
 - 3rd inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
 - Ready for biddability, claim avoidance, and constructability reviews.
 - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
- PS&E is ready for signature.
 - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
 - Project is ready for advertisement.
 - All available and applicable permits have been received.

- Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
- All right-of-way and easement documents have been obtained.

Exhibit "A4"
General Design Submission Requirements
BRIDGE MAINTENANCE INVESTIGATION (NO PS&E)
Project No. 802 0002 70 77

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Draft Bridge Report documenting maintenance concerns and addressing maintenance issues with 50% completed Caltrans Bridge inspection forms and an estimated Bridge Report maintenance cost.
2. **65% Level Completion:** Completed draft Bridge Report and 100% of the bridges inspected with attached Caltrans Bridge inspection forms, preliminary priority ranking and estimated cost.
3. **95% Level Completion:** Complete draft Final Bridge Report addressing all redline comments and concerns with completed attached Caltrans Bridge inspection forms and estimated repair cost and proposed repair/maintenance schedule.
4. **100% Level Completion:** Complete final Bridge Report with attached Caltrans Bridge inspection forms in the appendix, estimated repair cost, and maintenance priorities, all in Caltrans Reporting format.

Exhibit "A5"
General Design Submission Requirements
INDIAN STREET / CARDINAL AVENUE BRIDGE (OVER CHANNEL LATERAL A)

The scope of work consists of preparing a Project Report that will highlight sufficient technical details such as structural and geotechnical related information, environmental concerns, right of way requirements, permits needed and, probable construction and project costs. Since the proposed bridge will span over the Riverside County Flood Control District storm channel facility, all of the District's requirements must be taken into consideration in identifying the most suitable bridge crossing. The bridge size and roadway elevations will depend on the water surface elevation of the 100-year storm flow into the bridge taking into account freeboard as required by the District. Design issues such as span length and structure depth, type of foundation, bridge type, construction phasing, utilities, aesthetics, etc. need to be considered. The consultant is also required to specify all key scope of work elements for the next (detail design and construction bid document preparation) phase of the work so that the needed services can be procured when adequate funding becomes available.

ATTACHMENT 2

**CITY OF MORENO VALLEY
ADA RAMP IMPROVEMENTS
AT VARIOUS LOCATIONS
PROJECT (CDBG FUNDED)**

- RFP Base Bid Locations
- RFP Alt A Bid Locations
- RFP Alt B Bid Locations
- Highways
- MV Roads
- CDBG Target Areas
- Moreno Valley

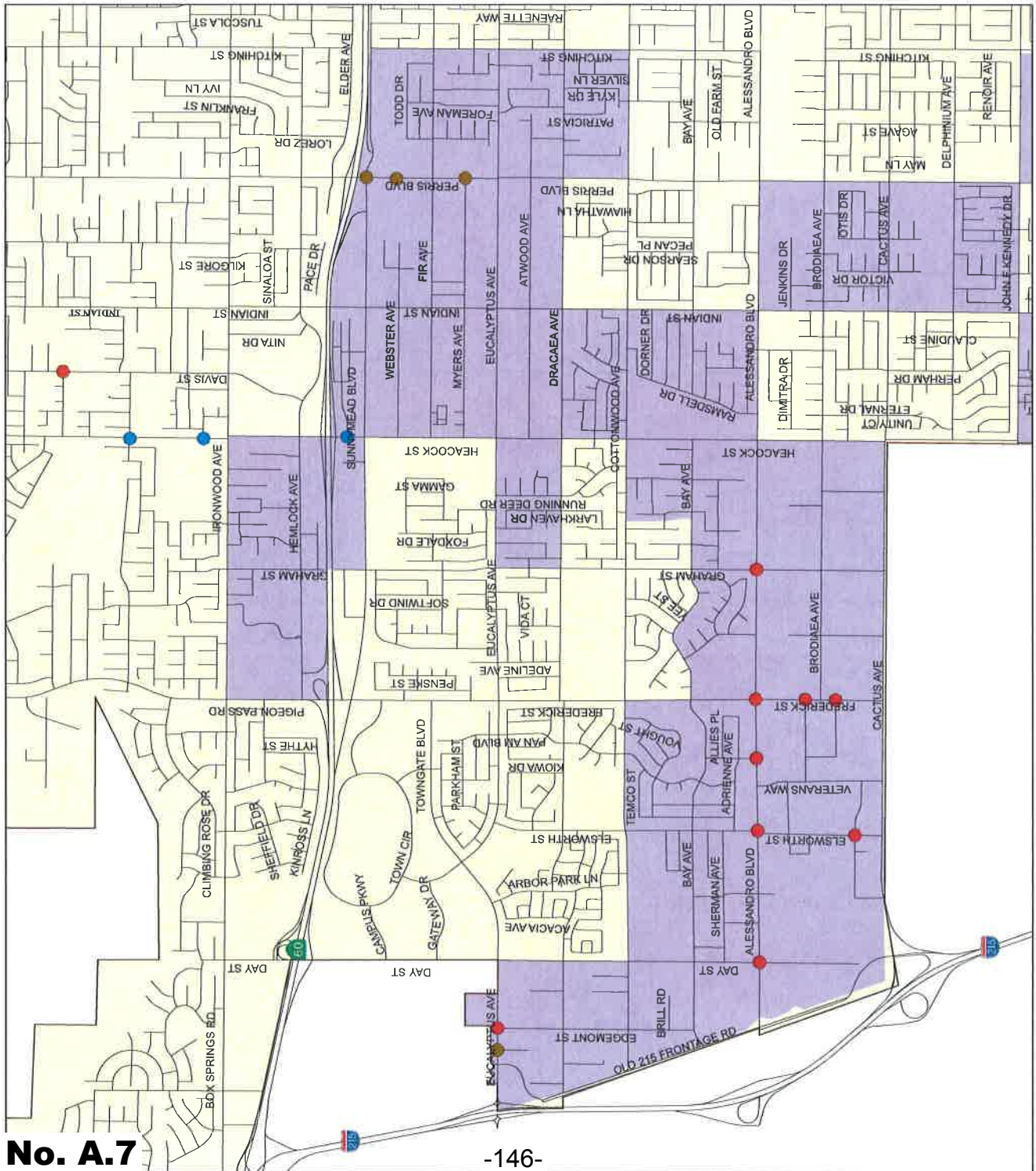
Attachment 2
Exhibit A
Project 1



Map Produced by Moreno Valley
Geographic Information System

Geographic Information in
this map was prepared using
MapInfo Professional v. 12.5
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May 23, 2014

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ACCESS RAMP RE-CONSTRUCTION LOCATIONS

Location of Intersection (Base List)	Surveying Request	No. Of Non-Compliant Corners	Comments
Corporate Way_Calle San Juan De Los Lagos	No	2	
Courage St_Alessandro Blvd	No	2	
Davis St_Sandy Glade Ave	No	3	
Day St_Alessandro Blvd	No	2	North two corners are in-compliance
Edgemont St_Eucalyptus Ave	No	2	
Elsworth St_Alessandro Blvd	Yes	4	
Elsworth St_Goldcrest Dr	No	1	Three corners are in-compliance
Frederick St_Alessandro Blvd	Yes	4	
Frederick St_Calle San Juan De Los Lagos	No	2	
Graham St_Alessandro Blvd	Yes	3	One corner is in-Compliance
Total Corners:		25	

ACCESS RAMP RE-CONSTRUCTION LOCATIONS

Location of Intersection (Alternative List A)	Surveying Request	No. Of Non-Compliant Corners	Comments
Heacock St_Gregory Ln	No	4	
Heacock St_Kernwood Dr	Yes	2	
Heacock St_Postal Ave	No	2	
Total Corners:		8	

ACCESS RAMP RE-CONSTRUCTION LOCATIONS

Location of Intersection (Alternative List B)	Surveying Request	No. Of Non-Compliant Corners	Comments
Perris Blvd_Myers Ave	Yes	2	
Perris Blvd_Sunnymead Blvd	No	2	west two corners are in-Compliance
Perris Blvd_Webster Ave	No	2	
Lancaster Ln_Eucalyptus Ave	Yes	2	
Total Corners:		8	

Elsworth St. Improvements Alessandro Blvd to Sherman Ave.



Legend

ATTACHMENT 2
EXHIBIT B
PROJECT 2

PROJECT LIMITS



Notes

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.

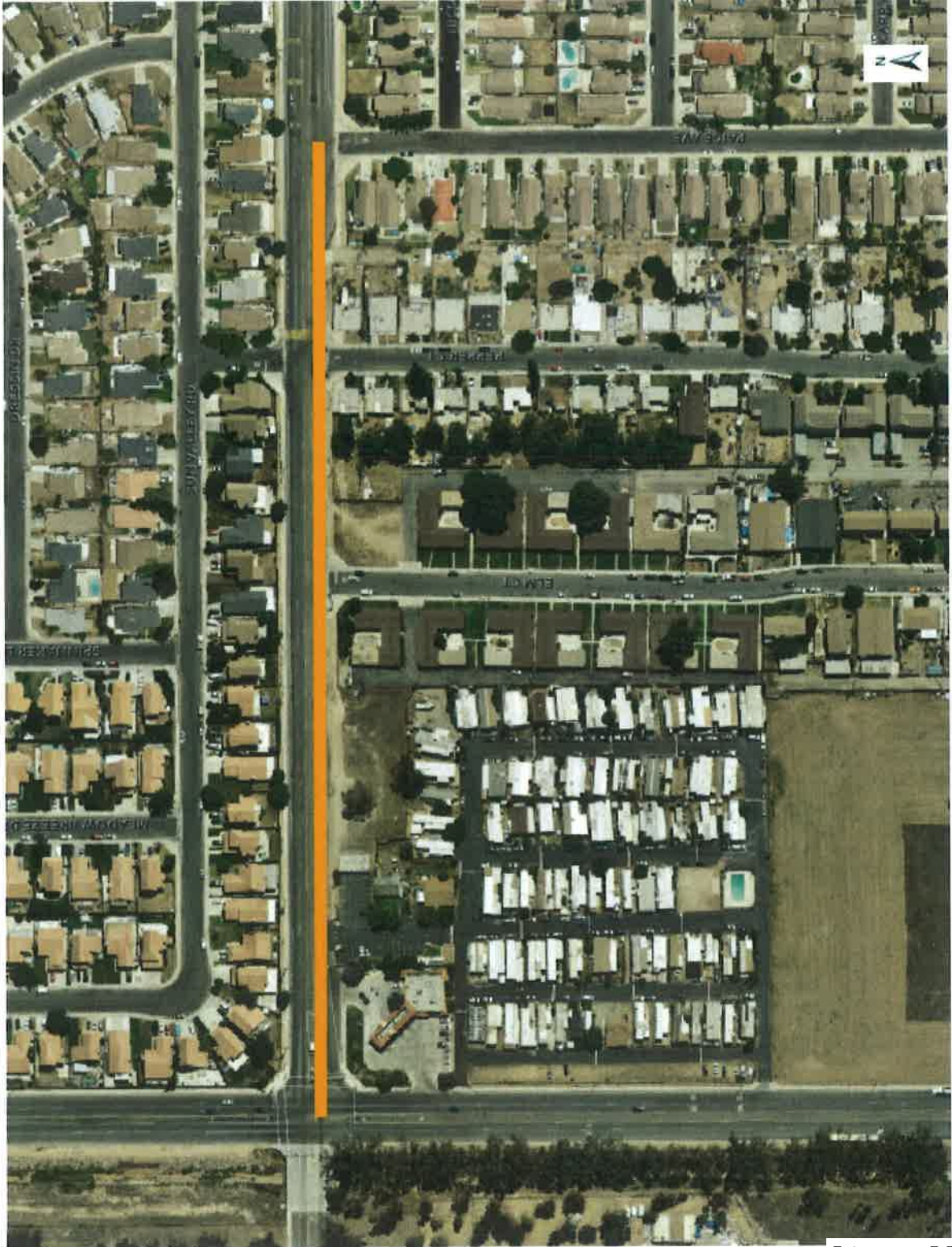
657.1 328.54 657.1 Feet



Print Date: 4/17/2014

WGS_1984_Web_Mercator_Auxiliary_Sphere

John F. Kennedy Drive Improvements From Heacock St to Paige Ave



443.4 221.69 443.4 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 4/17/2014

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.



Legend

ATTACHMENT 2
EXHIBIT B
PROJECT 2

PROJECT LIMITS



Notes

Sherman Avenue Improvements From Day St to Pepper St



Legend

ATTACHMENT 2
EXHIBIT B
PROJECT 2

PROJECT LIMITS



Notes

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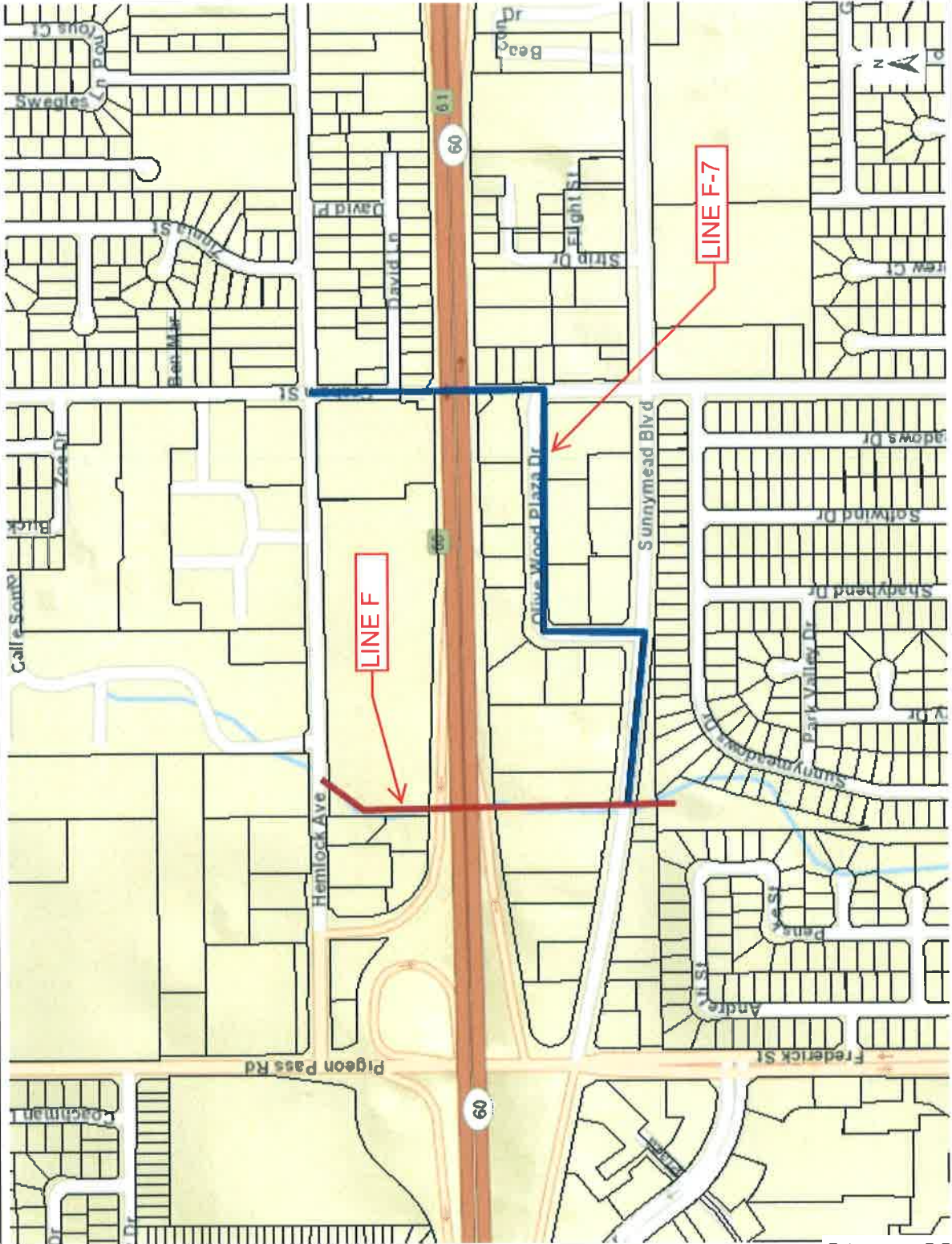
328.5 164.27 328.5 Feet



Print Date: 4/17/2014

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SUNNYMEAD MDP - STORM DRAIN LINES F AND F-7



Legend

- Public Facilities
- Public Facilities
- Fire Stations
- Parcels
- City Boundary
- Sphere of Influence

ATTACHMENT 2
EXHIBIT C
PROJECT 3

Notes

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1,177.9 Feet

588.93

0

1,177.9

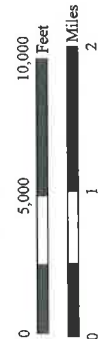
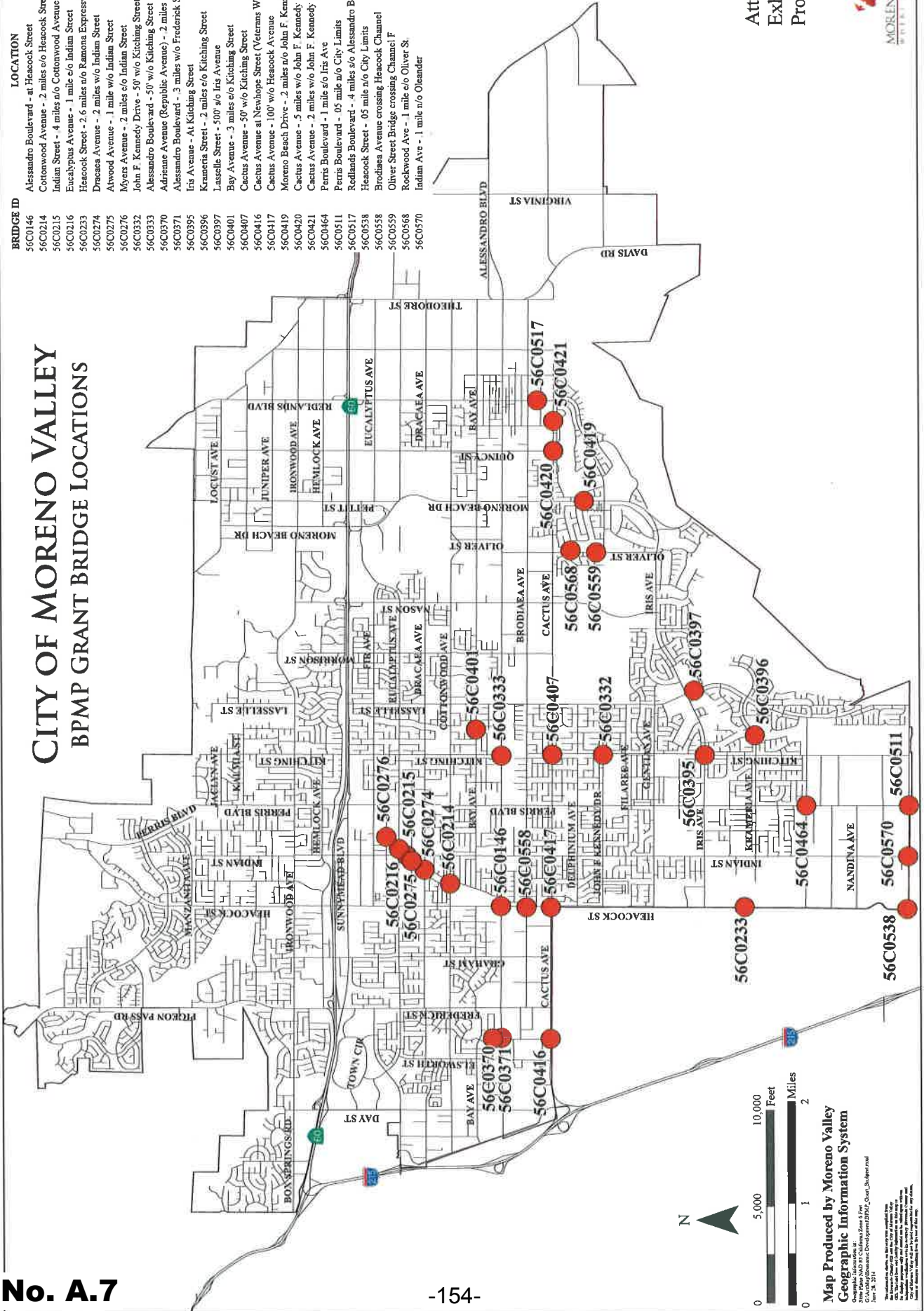
Print Date: 2/26/2014

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CITY OF MORENO VALLEY BPMP GRANT BRIDGE LOCATIONS

BRIDGE ID

- LOCATION**
- 56C0146 Alessandro Boulevard - at Heacock Street
 - 56C0214 Cottonwood Avenue - 2 miles e/o Heacock Street
 - 56C0215 Indian Street - 4 miles n/o Cottonwood Avenue
 - 56C0216 Eucalyptus Avenue - 1 mile e/o Indian Street
 - 56C0233 Heacock Street - 2.6 miles n/o Ramona Expressway
 - 56C0274 Dracaea Avenue - 2 miles w/o Indian Street
 - 56C0275 Atwood Avenue - 1 mile w/o Indian Street
 - 56C0276 Myers Avenue - 2 miles e/o Indian Street
 - 56C0332 John F. Kennedy Drive - 50' w/o Kitching Street
 - 56C0333 Alessandro Boulevard - 50' w/o Kitching Street
 - 56C0370 Adrienne Avenue (Republic Avenue) - 2 miles s/o Elsworth Ave
 - 56C0371 Alessandro Boulevard - 3 miles w/o Frederick Street
 - 56C0395 Iris Avenue - At Kitching Street
 - 56C0396 Krameria Street - 2 miles e/o Kitching Street
 - 56C0397 Lasselle Street - 500' w/o Iris Avenue
 - 56C0401 Bay Avenue - 3 miles e/o Kitching Street
 - 56C0407 Cactus Avenue - 50' w/o Kitching Street
 - 56C0416 Cactus Avenue at Newhope Street (Veterans Wy)
 - 56C0417 Cactus Avenue - 100' w/o Heacock Avenue
 - 56C0419 Moreno Beach Drive - 2 miles n/o John F. Kennedy Drive
 - 56C0420 Cactus Avenue - 5 miles w/o John F. Kennedy Drive
 - 56C0421 Cactus Avenue - 2 miles w/o John F. Kennedy Drive
 - 56C0464 Perris Boulevard - 1 mile s/o Iris Ave
 - 56C0511 Redlands Boulevard - 4 miles s/o Alessandro Boulevard
 - 56C0517 Heacock Street - 05 mile n/o City Limits
 - 56C0538 Brodiaea Avenue crossing Heacock Channel
 - 56C0559 Oliver Street Bridge crossing Channel F
 - 56C0568 Rockwood Ave - 1 mile e/o Oliver St.
 - 56C0570 Indian Ave - 1 mile n/o Oleander



Map Produced by Moreno Valley
Geographic Information System

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BRIDGE ID and LOCATION		
1	56C0146	Alessandro Boulevard - at Heacock Street
2	56C0214	Cottonwood Avenue - .2 miles e/o Heacock Street
3	56C0215	Indian Street - .4 miles n/o Cottonwood Avenue
4	56C0216	Eucalyptus Avenue - .1 mile e/o Indian Street
5	56C0233	Heacock Street - 2.6 miles n/o Ramona Expressway
6	56C0274	Dracaea Avenue - .2 miles w/o Indian Street
7	56C0275	Atwood Avenue - .1 mile w/o Indian Street
8	56C0276	Myers Avenue - .2 miles e/o Indian Street
9	56C0332	John F. Kennedy Drive - 50' w/o Kitching Street
10	56C0333	Alessandro Boulevard - 50' w/o Kitching Street
11	56C0370	Adrienne Avenue (Republic Avenue) - .2 miles e/o Elsworth Ave
12	56C0371	Alessandro Boulevard - .3 miles w/o Frederick Street
13	56C0395	Iris Avenue - At Kitching Street
14	56C0396	Krameria Street - .2 miles e/o Kitching Street
15	56C0397	Lasselle Street - 500' s/o Iris Avenue
16	56C0401	Bay Avenue - .3 miles e/o Kitching Street
17	56C0407	Cactus Avenue - 50' w/o Kitching Street
18	56C0416	Cactus Avenue at Newhope Street (Veterans Wy)
19	56C0417	Cactus Avenue - 100' w/o Heacock Avenue
20	56C0419	Moreno Beach Drive - .2 miles n/o John F. Kennedy Drive
21	56C0420	Cactus Avenue - .5 miles w/o John F. Kennedy Drive
22	56C0421	Cactus Avenue - .2 miles w/o John F. Kennedy Drive
23	56C0464	Perris Boulevard - 1 mile s/o Iris Ave
24	56C0511	Perris Boulevard - .05 mile n/o City Limits
25	56C0517	Redlands Boulevard - .4 miles s/o Alessandro Boulevard
26	56C0538	Heacock Street - .05 mile n/o City Limits
27	56C0558	Brodiaea Avenue crossing Heacock Channel
28	56C0559	Oliver Street Bridge crossing Channel F
29	56C0568	Rockwood Ave - .1 mile e/o Oliver St.
30	56C0570	Indian Ave - .1 mile n/o Oleander

Indian St / Cardinal Ave Bridge (Over Channel Lateral A)



Legend

- Road Labels
- Parcels
- City Boundary
- Sphere of Influence

ATTACHMENT 2
EXHIBIT E
PROJECT 5

Notes

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1,134.3 567.16 1,134.3 Feet



Print Date: 5/22/2014

WGS_1984_Web_Mercator_Auxiliary_Sphere

ATTACHMENT 3

**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:

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

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

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

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

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

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.

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

(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.

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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.

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(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.

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(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

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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,

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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

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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.

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(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

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

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

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

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 not exceed \$_____.
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. 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.

ATTACHMENT 4

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

Standard Form LLL Rev. 06-04-90

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee if the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB NO. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year _____ to _____)

I, , hereby certify on behalf
(Name and title of Grantee official)

of The City of Moreno Valley, that
(Name of Grantee)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, an cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ of _____, 20__.

By:
(Signature of authorized official)

(Title of authorized official)

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ATTACHMENT 5

LIST OF SUBCONSULTANTS

PROJECT NAME: _____

PROJECT NO: _____

CONSULTANT NAME: _____

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

ATTACHMENT 6

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART I

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) – PART II

The proposer shall list all subconsultants who provided a quote or proposal but were not selected to participate as a subconsultant on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address	Fax	<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
		<input type="checkbox"/> < \$10 million		If YES list DBE #:
City State ZIP	Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original – Local Agency File

ATTACHMENT 7

EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____		13. Preparer's Title _____	
21. Date _____		14. Date _____	
22. Local Agency Representative Title _____		15. (Area Code) Tel. No. _____	
23. (Area Code) Tel. No. _____			

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

ATTACHMENT 8

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)
NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			13. Total Dollars Claimed
20. Local Agency Contract Number: _____			\$ _____
21. Federal-aid Project Number: _____			14. Total % Claimed _____ %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date _____ 19. (Area Code) Tel. No. _____
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

ATTACHMENT 9

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT 10

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

Contractor/Consultant Name

BY: _____

BY: _____

TITLE: _____

(Select only one please)

(President or Vice President)

Date

Date

BY: _____

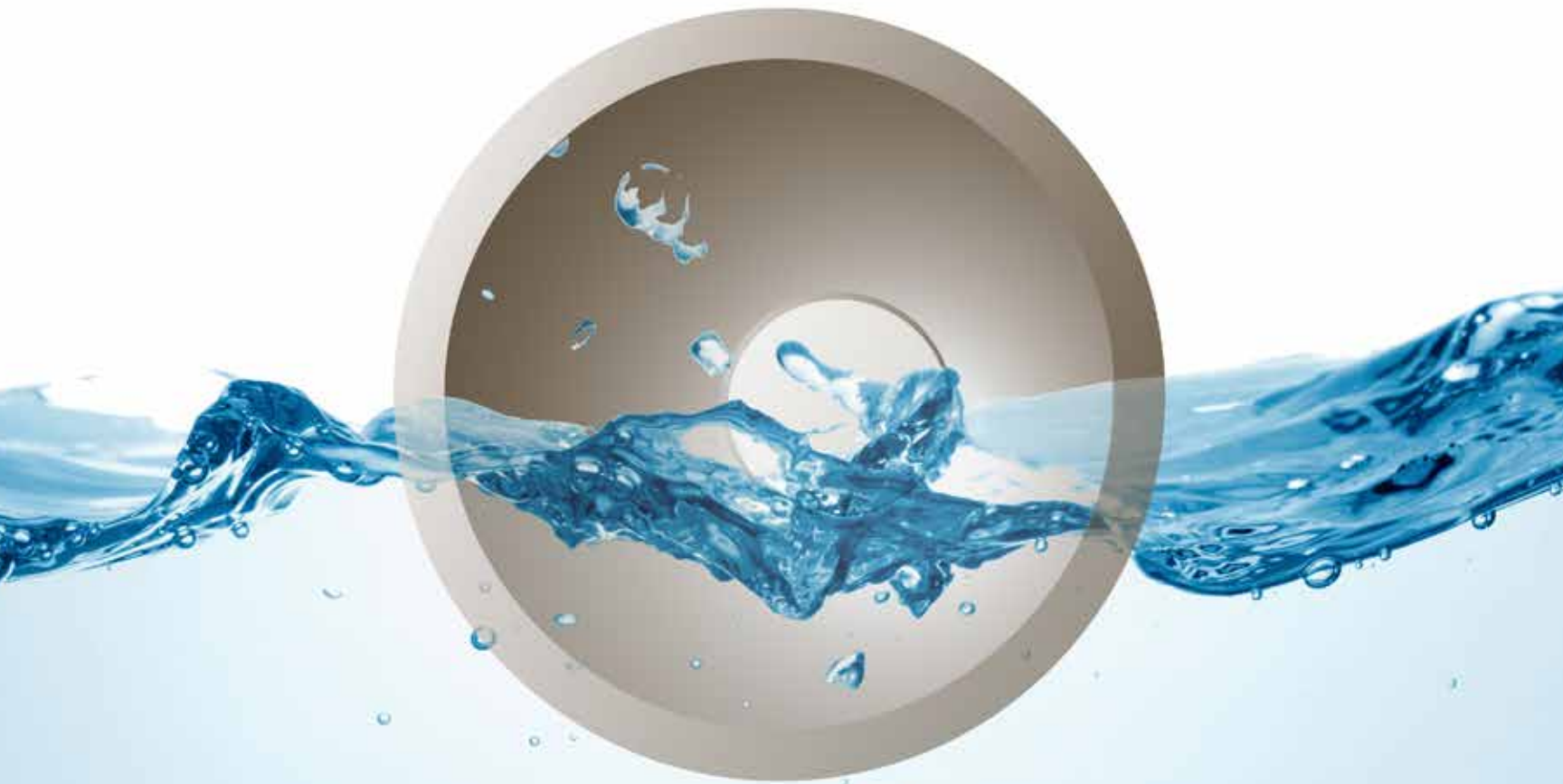
TITLE: _____

(Corporate Secretary)

Date

RFP for Project Number 80400087077

Professional Design Consultant Services for
Sunnymead Master Drainage Plan
Line F and Line F-7



**PARSONS
BRINCKERHOFF**

June 25, 2014, Revised August 25, 2014

Mr. Quang Nguyen, PE
Senior Engineer
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

www.pbworld.com

**RE: Sunnymead Master Plan Storm Drain Line F and Line F-7
Project No. 804 0008 70 77**

Dear Mr. Nguyen:

The City of Moreno Valley (City) is one of the fastest growing cities in Southern California. Keeping City projects moving forward on schedule is critical to the area's economic growth and connectivity to other cities. Fresh ideas, responsiveness and the ability to work seamlessly as an integral part of your team are attributes we bring to the Sunnymead Master Plan Storm Drain project. We have a proven record of improving infrastructure for the City and throughout the Inland Empire, and we are excited for the opportunity to continue in that role on this project.

Our team offers:

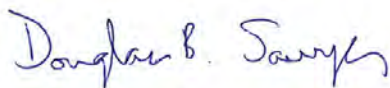
- Innovative solutions to environmental permitting and value engineering to keep the project within budget
- 21-month project schedule meeting funding requirements
- Qualified staff with extensive City and Inland Empire experience in storm drain and development projects (we know the City's staff and processes well and are working with them now)

With a full-service staff of 80, Parsons Brinckerhoff is one of the largest engineering firms in the County — all of our key staff are based in our nearby San Bernardino office and have completed similar projects. **Project Manager David Hammer, PE, QSD**, has 28 years of storm drain and infrastructure public works project experience. David will be supported by **Ron Sklepko, PE, LEED AP, CPSWQ**, with 38 years of experience. David and Ron were selected specifically for this project because of their extensive roadway, drainage and utility engineering experience, and their proven ability to develop innovative solutions to challenging design and construction issues.

Our team has the expertise, resources and knowledge to effectively handle this storm drain project.

Very truly yours,

PARSONS BRINCKERHOFF, INC.



Douglas B. Sawyer
Senior Vice President/Inland Empire Area Manager

A. Project Understanding

Parsons Brinckerhoff, Inc. (Parsons Brinckerhoff) is a local leader in the planning, design and construction of infrastructure, roadway and land development projects that meet the needs of our local communities. Nearly all of our projects include drainage and water quality as elements of the design. These projects include the design of storm drain systems; preparation of hydrology and hydraulic reports, water quality management plans, erosion control plans; and National Pollution Discharge Elimination System (NPDES) compliance. Our reputation for technical and management expertise will assist in completing this project on schedule and within budget. We will apply our knowledge of the design and permitting processes that will result in successful project delivery. We have a long history of working on public works and private development projects in the City of Moreno Valley (City), Caltrans District 8, Riverside, and Corona.

Demonstrating Our Relevant Experience: Our team's proven ability to deliver quality includes supporting early completion of the I-15/La Mesa Road/Nisqualli Road Interchange project. Our team worked closely with the construction manager during a constructability review and reduced the overall construction schedule by six months. We were also proactive in coordinating early with resource agencies which led to design improvements that resulted in reducing impacts to Waters of the United States by 78 percent.

Project Understanding

The Sunnymead master drainage plan Line F and Line F-7 project will include planning, design and construction. The project objective is to design and install approximately 4,300 lineal feet of storm drain improvements that will mitigate flood events and minimize flood-related damages to public roads and private property. A history of flooding occurs at three specific locations. The first area is north of State Route (SR) 60 and the Line F open channel through the Towngate Racquet Club Apartments. At this location, runoff exceeds the capacity of the 7-foot-wide by 4-foot-high concrete box culvert and ponding of water results. The second area is along Line F on the north side of Sunnymead Boulevard where a single pipe inlet does not have adequate capacity to pass the runoff under the roadway. The storm runoff ponds to a depth where it passes over Sunnymead Boulevard and into the parking lot of the commercial property south of the roadway. During such storm events, Sunnymead Boulevard must be closed to vehicular traffic.



Line F open channel through Towngate Racquet Club Apartments

The third location is along Line F-7 and occurs on the north side of SR 60 at the alignment of Graham Street. Runoff in this area ponds to a depth that floods the parking lot of Ashwood Apartment Homes and nearby David Lane. There is a rectangular opening at the bottom of the sound wall and a flared-end inlet to a 30-inch pipe culvert in Caltrans right-of-way. These elements are not adequately sized to accept the large storm event flows that come from the north. The proposed storm drain system is identified in the City's master drainage plan and the Riverside County master drainage plan. We anticipate that Riverside County will ultimately own and maintain the Line F and Line F-7 systems. The new systems will include multiple catch basin inlets, pipe mains and manholes located along the alignment. These improvements will provide a flood protection level up to a 100-year storm event for the local area.

Key Issues

Our proposal focuses on providing environmental processing, engineering design, identifying right-of-way requirements, and preparing right-of-way map and documentation, permitting and construction support services for the master planned storm drain project. We have reviewed the Request for Proposal (RFP) issued by the City, visited the site, reviewed available documentation, had a discussion with the City, and gained an understanding of the project and its issues. Based on this understanding, combined with our experience on City projects and others in the region, we believe this projects success will depend on resolving a number of key issues discussed in this section and as noted on the Key Issues Maps on page 7 and 8.

Key Issue 1. Resource Agency Permit Processing

Before construction can proceed, the City must secure permits from a number of government agencies that have jurisdiction over the project. Securing environmental permits for work within natural streambed areas can take from six to 12 months, this is a key issue that needs to be addressed. In addition to the City, design review and approval by the local flood control district is also needed. Project reviews and permits on this project will involve the following agencies:

- A. U.S. Army Corps of Engineers (USACE) - Clean Water Act Section 404 permit
- B. California Department of Fish & Wildlife (CDFW) - 1602/1603 Streambed Alteration Notification
- C. Santa Ana Regional Water Quality Control Board - Section 401 Water Quality Certification
- D. Riverside County Flood Control and Water Conservation District (RCFC&WCD)- Design review
- E. Caltrans - Permit for bore and jack operations

Approach and Solution:

Resource Agency Permits: For the USACE and CDFW permits, the specific issue that needs to be addressed is the removal of streambed vegetation within wetland/riparian habitat and dredging and filling operations within areas designated as Waters of the United States. For Line F improvements, this includes the open channel through the apartment complex north of SR 60, the heavily vegetated natural streambed south of SR 60, and the natural streambed south of Sunnymead Boulevard at the southerly terminus of the property. In our experience, securing a permit for the removal of all of the streambed vegetation for a buried closed conduit system along all of Line F alignment will be difficult and expensive to accomplish. Parsons Brinckerhoff proposes to engage the resource agencies in an early discussion by conducting a pre-application meeting where all affected agencies are invited to participate in a presentation and discussion about the project in the early design phase.

The pre-application meeting will provide an opportunity to become aware of the constraints, possible alternatives, and design solutions before the 35 percent preliminary design is complete. Additionally, the application of low impact development (LID) principles compels us to preserve existing hydrologic patterns in an effort to maintain runoff velocity, flow volumes and time of concentration. A design consisting of only a buried closed conduit system will introduce downstream hydraulic conditions of concern (HCOCs) due to the increase in runoff velocity, volume, reduced time of concentration and increased erosion potential. This proposal will describe a design approach that we believe will meet the goal of eliminating the incidence of flooding by conveying the 100-year storm event while gaining the required permits and environmental clearances for project implementation.

The approach to environmental permitting will be executed as follows:

1. Field regulatory specialist will determine the jurisdictional areas of the ACOE and CDFW
2. Field biologist will prepare a biological assessment addressing endangered species if needed
3. Prepare a written report of findings including watershed analysis and biology
4. Conduct a resource agency pre-application meeting
5. Formulate a conceptual mitigation plan: on-site, like-in-kind and/or replacement analysis
6. Complete the California Environmental Quality Act (CEQA) process and gain City approval
7. Begin processing the environmental permit applications through USACE, CDFW and RWQCB
8. Process permit applications to agency approval

For the proposed project, we anticipate acquiring a Nationwide Permit from the USACE since the loss of jurisdictional waters will be less than 0.5 acres. With the preservation of the natural streambed between SR 60 and Sunnymead Boulevard, we do not anticipate any issues in gaining CDFW approval of the streambed alteration permit. Obtaining a Section 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (SARWQCB) is known to take a long time; therefore, this process must be started as early as possible. While the process can vary significantly depending on the project specifics, the following outlines the most aggressive scenario to acquire the 401 permit. The process will begin with an initial meeting with SARWQCB to present the project and proposed mitigation measures that minimize impacts to water quality, followed by a plan and 401 permit application submittal to the SARWQCB. Finally any further comments from the SARWQCB will be addressed in a final submittal and or negotiated and a grant certification or certification with conditions will be provided by the SARWQCB.

Flood Control District and Water Conservation District: RCFC&WCD will also review the plans, specifications and estimates for the project. These are large facilities, therefore RCFC&WCD will ultimately own and maintain the master plan storm drain improvements. Parsons Brinckerhoff will coordinate with them throughout the design and review process. This includes the critical phase of evaluating design alternatives in the 35 percent phase and the selection of the preferred design that is acceptable to both the City and RCFC&WCD.



Standing water in the streambed.

Caltrans: A Caltrans encroachment permit will be required for the installation of two new storm drain pipes for Line F and Line F-7 with two bore and jack operations across SR 60 in a north-south direction under existing SR 60. We will assist the City in navigating this process by first arranging a meeting with the Encroachment Permit Section to discuss the drainage project. In order to move forward with the permit process, Caltrans will want to review the engineering drawings, hydrology and hydraulics report, the geotechnical report and the CEQA environmental documents. Parsons Brinckerhoff will make the formal application submittal and process the review comments until the permit is approval and issued by Caltrans.

We are looking at having one or more bore pits located within Caltrans right-of-way in order to minimize the length of the expensive bore and jack operations. The proposed bore and jack operations will have minimal interruption to surface traffic flows; we do not anticipate having difficulty acquiring the necessary permit. SR 60 will also benefit from the elimination of the flood hazards along the north side of the highway and Caltrans will support the project goals. Parsons Brinckerhoff has excellent relationships with Caltrans staff from District Director Basem Muallem down to Caltrans permit and environmental engineers. We have processed many significant transportation projects, including the SR 60/Nason Street interchange and the I-15/La Mesa Road/Nisquali Road interchange.

Key Issue 2. Acquisition of Property Access Rights

Another requirement of the project is securing permanent drainage easements and temporary construction right-of-entry documents over private properties for the proposed drainage improvements. This can present a number of challenges for the City, but these can be managed through thoughtful design and careful planning.

Approach and Solution:

When at all possible, the drainage improvements will be situated within City right-of-way to avoid the need for easement acquisitions over private properties. For this project, we anticipate that a number of easements and temporary construction right-of-entry documents will be needed. Parsons Brinckerhoff will identify the areas required during the 35 percent design phase. With review and acceptance of the approach by the City, we will proceed with the preparation of the legal descriptions and plats and temporary right-of-entry letters and supporting exhibits for negotiations with the property owners. As stated in the RFP, the City will have the documents executed by the affected property owners. Given that the project proposes to alleviate the incidence of frequent flooding and property damage due to insufficient drainage infrastructure, we do not anticipate a difficult negotiation process.

For this project, we have preliminarily identified several parcels where access rights may be needed as follows:

- A. Easement for Line F drainage improvements over Towngate Racquet Club Apartments on Hemlock Avenue. (APN 292-250-005) Pipeline, inlets and basin.
- B. Easement for Line F drainage improvements over vacant property north of Sunnymead Boulevard and east of the Chuck-E-Cheese's restaurant. (APN 292-250-012)
- C. Easement for Line F drainage improvements over commercial property at 23205 Sunnymead Boulevard, south side. (APN 292-250-020)
- D. Easement for Line F drainage improvements (pipe outlet energy dissipater) over residential property at 12751 Sunnymeads Drive. (APN 292-022-002)
- E. Easement for Line F-7 drainage improvements at 23511 David Lane, north of SR 60. (APN 292-222-032) (May not be needed if improvements can stay within Graham Street right-of-way)
- F. Easement for Line F-7 drainage improvements 23470 Olive Wood Plaza Drive, south of SR 60. (APN 292-241-010)



Local residential street - David Lane



Poor drainage at low point in apartment complex.

Key Issue 3. Project Costs and Phasing.

At this time, the City only has the funds to cover the planning, design and permit process through a Community Development Block Grant (CDBG) funding source. Funding for project construction will still need to be secured in the future. The City feels it is advantageous to have the project designed and approved by the local agencies, thus improving opportunities for funding. A Federal Emergency Management Agency (FEMA) grant for up to \$3 million is one of the strongest opportunities for funding. This would be followed by funding available from the RCFC & WCD and local City funds for Capital Improvement Projects.

Approach and Solutions:

The following elements of the scope of services will assist the City in planning for the acquisition of project funding and possible phasing of the improvements:

- A. **Accurate Cost Estimates:** Parsons Brinckerhoff will provide an Engineer's Opinion of Probable Construction Costs as part of the Phase 1 - 35 percent design stage. This will be part of the Project Report to be submitted to the City and will provide early identification of the level of funding required. The City can start the process to identify project funding at this time. As required in the RFP, a final estimate of quantities and costs will be provided in the Phase 2 - 100 percent design stage. Parsons Brinckerhoff has prepared a preliminary engineer's estimate based on the design concept presented in the key issues maps, and is attached on pages 9 and 10. The combined valuation of both Line F and Line F-7 is \$4,135,210 and includes both construction costs and soft costs. This estimate provides an early look at the magnitude of the project costs.
- B. **Value Engineering:** Once the preliminary plans and cost estimate are completed, Parsons Brinckerhoff will perform a value engineering review to identify potential alternatives that could reduce project costs without impacting the project objectives. We intend that this analysis will be included on the Project Report with follow-up discussion and decision making with City staff.
- C. **Preparation of Environmental Documentation:** The key to project implementation and permitting is completion of the CEQA/NEPA documents. Formal submittals for the USACE, CDFW and Caltrans permits requires submittal of the approved agency CEQA/NEPA. We anticipate a mitigated negative declaration (MND) for the project based on our initial evaluation of the design components. One issue with the environmental process is that we cannot formally process a National Environmental Policy Act (NEPA) action without the direct involvement of a federal agency. At this early stage of planning, the City will be the project sponsor for the purpose of CEQA, but there is no nexus to a federal agency, such as FEMA. However, we can make sure that the information gatherers in the field and the special studies that are prepared will be done in a way that also meets NEPA requirements. This way when the City begins the application for FEMA funding, the supporting documentation will be easily folded into the NEPA review process that will be independently done by the federal agency.
- D. **Project Phasing:** Based on the project costs and the availability of funding, it may become necessary to phase the construction of the proposed storm drain improvements. A phasing plan will be developed to prioritize the improvements and the sequence of construction. Based on our review of the site conditions, the master plan storm drain alignments and Parsons Brinckerhoff's proposed concept design, we propose the following phases:
 - **A. Initial Enhancements** - Parsons Brinckerhoff has determined that the following actions should be taken prior to the 2014-2015 rainy season in an effort to improve the performance of the existing drainage improvements and reduce flood levels in the event of a major storm.
 - **Item 1.** - Remove the vegetation on the north end of the existing box culvert on the apartment complex property in order to improve the amount of runoff that can enter the culvert system. Existing vegetation is blocking the culvert entry and affecting its performance.

The need for ACOE/CDFW/RWCQB permits to perform this maintenance will need to be investigated.



Figure 1. Proposed trash rack

- **Item 2.** - Install a trash rack at the inlet headwall of the pipe culvert going under Sunnymead Boulevard. This device will improve culvert function by screening out and keeping the pipe opening clear of debris generated from the upstream vegetation. We recommend the use of American Public Works Association Standard Plan 361-2. See Figure No. 1.

- **Item 3.** - Replace the wrought iron grate at the concrete block wall opening that conveys surface drainage from the commercial site at 23205 Sunnymead Boulevard.

According to the local business tenant, in high flow conditions, this grate becomes blocked by debris and inhibits the passage of runoff downstream and adds to the flooding potential. See Figure No. 2 for a detail of the proposed redesigned grating that will allow more runoff to pass through the wall opening.

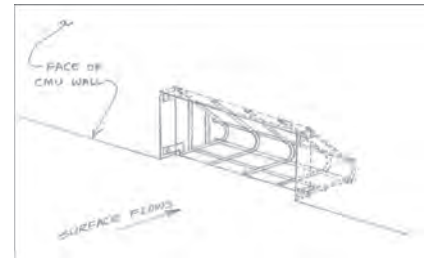


Figure 2. Sketch of proposed redesigned grating



Figure 3. Existing pipe inlet

- **Item 4.** - Caltrans Inlet Cleaning - While not severe, the existing open channel and flared end pipe inlet needs to be cleaned of sediment and weed growth to improve performance. This is located on the north side of SR 60 at the southerly extension of Graham Street. This will require coordination with Caltrans highway maintenance to accomplish. The 30-inch pipe going under SR 60 should also be cleaned as well as removal of vegetation at the pipe outlet on the south side of SR 60 that is blocking the flow of water exiting the pipe. See Figure No. 3 for the existing pipe inlet on the north side of SR 60.

- **B. Line F Construction:** Line F should be constructed first as it will resolve flooding at the apartment complex and flooding over Sunnymead Boulevard due to the undersized pipe culverts. The proposed concept project presents the least impact to streambed habitat and will result in an easier approval of environmental permits.
- **C. Line F-7 Construction:** The construction of Line F-7, as a lateral to Line F, is the next and last stage of the project. This will alleviate flooding on the north side of SR 60 that impacts the apartment complex and residential lots on David Lane. Traffic handling plans will be developed for work within Olive Wood Plaza Drive and Sunnymead Boulevard. Catch basins will be installed along this alignment to ensure the flooding will not occur along these streets as a result of picking up the 100-year storm runoff from north of SR 60.





PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS MORENO VALLEY SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7					
No.	Item Description	Quantity	Units	Unit Price	Item Total
Storm Drain Line "F"					
1	Mobilization and Insurance (5% of Items 2 thru 16)	1	LS	\$ 50,700.00	\$ 50,700
2	Remove Exist. Headwall s/o Hemlock Ave.	1	LS	\$ 2,500.00	\$ 2,500
3	Sawcut, Remove & Replace AC Pavement & AB	550	SF	\$ 6.00	\$ 3,300
4	Remove & Replace Concrete Curb	30	LF	\$ 25.00	\$ 750
5	Remove & Replace Curb & Gutter	30	LF	\$ 30.00	\$ 900
6	Remove & Replace Concrete Sidewalk	180	SF	\$ 7.00	\$ 1,260
7	Sawcut, Remove & Replace PCC Pavement & AB (Parking Lot)	400	SF	\$ 15.00	\$ 6,000
8	Remove & Replace Landscape & Irrigation (Commercial Site)	150	SF	\$ 7.00	\$ 1,050
9	Remove Streambed Vegetation under USACE 404 Permit	1,200	SF	\$ 10.00	\$ 12,000
10	Repair Traffic Lane Striping, Sunnymead Blvd	1	LS	\$ 500.00	\$ 500
11	Construct Concete Collar, 48" Dia.	2	EA	\$ 3,000.00	\$ 6,000
12	Construct 54" RCP, Cut & Cover at Sunnymead Blvd	175	LF	\$ 324.00	\$ 56,700
13	Construct 48" RCP, Trench & Backfill	1,265	LF	\$ 288.00	\$ 364,320
14	Construct 48" RCP - Bore & Jack Operation under SR-60	230	LF	\$ 1,200.00	\$ 276,000
15	Construct 36" RCP - Inlet Pipe	10	LF	\$ 216.00	\$ 2,160
16	Construct 15" RCP, Drain Inlet Connector, Apartments	40	LF	\$ 100.00	\$ 4,000
17	Construct 18" Square Drain Inlet, Apartments	4	EA	\$ 1,200.00	\$ 4,800
18	Construct Storm Drain Manhole	5	EA	\$ 9,000.00	\$ 45,000
19	Construct Inlet Headwall, 48" Pipe, At Basin	1	EA	\$ 10,000.00	\$ 10,000
20	Construct Inlet Headwall, 48" Pipe, n/o Sunnymead Blvd	1	EA	\$ 10,000.00	\$ 10,000
21	Construct Inlet Headwall, 36" Pipe, n/o Sunnymead Blvd	1	EA	\$ 8,000.00	\$ 8,000
22	Construct Inlet Headwall, 7'x4' RCB at Basin n/o SR-60	1	EA	\$ 12,000.00	\$ 12,000
23	Construct Outlet Pipe Energy Dissipator, south end of Line F	1	EA	\$ 25,000.00	\$ 25,000
24	Install Rip-Rap, 1/4 Ton UngROUTed	25	CY	\$ 100.00	\$ 2,500
25	Earthwork Excavation - Stormwater Basin, n/o SR-60	1,000	CY	\$ 5.00	\$ 5,000
26	Earthwork Import - 48" Pipe Backfill	330	CY	\$ 15.00	\$ 4,950
27	Construct Trash Rack, 48" Inlet Structure, n/o Sunnymead	1	EA	\$ 10,000.00	\$ 10,000
28	Chain Link Fence and Access Gate at Basin	510	LF	\$ 25.00	\$ 12,750
29	Reconnect Caltrans Drain Inlet, Gore Area	1	LS	\$ 1,000.00	\$ 1,000
30	Traffic Control for Bore & Jack within Caltrans ROW	1	LS	\$ 15,000.00	\$ 15,000
31	Traffic Control for Sunnymead Blvd work	1	LS	\$ 6,000.00	\$ 6,000
32	NPDES Compliance, SWPPP BMP Measures	1	LS	\$ 25,000.00	\$ 25,000
33	Survey Staking	1	LS	\$ 20,000.00	\$ 20,000
34	Quality Control - Soil Compaction & Material Testing	1	LS	\$ 20,000.00	\$ 20,000
35	Utility Relocations - Allowance	1	LS	\$ 40,000.00	\$ 40,000
Construction Subtotal:					\$ 1,065,140
Project Soft Costs					
36	Permanent Easement Acquisitions - Budget Allocation	4	EA	\$ 6,000.00	\$ 24,000
37	Lost Business Compensation - Sunnymead commercial site	1	LS	\$ 10,000.00	\$ 10,000
38	Planning, Engineering, Permit Process, Constr. Support	1	LS	\$ 271,610.00	\$ 271,610
39	Agency Inspections (5%)	1	LS	\$ 53,260.00	\$ 53,260
Soft Costs Subtotal:					\$ 358,870
Subtotal Construction and Soft Costs:					\$ 1,424,010
25% Contingency:					\$ 356,000
Total Estimated Line F Project Total:					\$ 1,780,010

Notes: 1) This estimate is based on a rough conceptual plan and is for budgeting purposes only.

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS MORENO VALLEY SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7					
No.	Item Description	Quantity	Units	Unit Price	Item Total
Storm Drain Line "F-7"					
1	Mobilization and Insurance (5% of Items 2 thru 16)	1	LS	\$ 68,000.00	\$ 68,000
2	Sawcut, Remove & Replace AC Pavement & AB	23,600	SF	\$ 6.00	\$ 141,600
3	Remove & Replace Curb & Gutter	204	LF	\$ 35.00	\$ 7,140
4	Remove & Replace Concrete Sidewalk	500	SF	\$ 7.00	\$ 3,500
5	Construct 54" RCP	600	LF	\$ 324.00	\$ 194,400
6	Construct 42" RCP	1,230	LF	\$ 252.00	\$ 309,960
7	Construct 36" RCP - Bore & Jack Operation under SR-60	150	LF	\$ 1,000.00	\$ 150,000
8	Construct 36" RCP	280	LF	\$ 216.00	\$ 60,480
9	Construct 30" RCP	520	LF	\$ 180.00	\$ 93,600
10	Construct 24" RCP	95	LF	\$ 144.00	\$ 13,680
11	Construct 18" RCP	280	LF	\$ 108.00	\$ 30,240
12	Construct Storm Drain Manhole	9	EA	\$ 9,000.00	\$ 81,000
13	Construct Storm Drain Manhole Over Exist. Pipe	1	EA	\$ 10,000.00	\$ 10,000
14	Reconstruct 30" Inlet in Caltrans ROW	1	EA	\$ 4,000.00	\$ 4,000
15	Construct Inlet Headwall, 24" Pipe, s/o SR-60	1	EA	\$ 8,000.00	\$ 8,000
16	Construct Curb Opening Catch Basin, W=7 ft	13	EA	\$ 8,000.00	\$ 104,000
17	Construct Catch Basin Local Depression	13	EA	\$ 1,000.00	\$ 13,000
18	Traffic Control for Bore & Jack within Caltrans ROW	1	LS	\$ 15,000.00	\$ 15,000
19	Traffic Control for City street work	1	LS	\$ 10,000.00	\$ 10,000
20	NPDES Compliance, SWPPP BMP Measures	1	LS	\$ 20,000.00	\$ 20,000
21	Survey Staking	1	LS	\$ 15,000.00	\$ 15,000
22	Quality Control - Soil Compaction & Material Testing	1	LS	\$ 25,000.00	\$ 25,000
23	Utility Relocations - Allowance	1	LS	\$ 50,000.00	\$ 50,000
Construction Subtotal:					\$ 1,427,600
Project Soft Costs					
24	Permanent Easement Acquisitions - Budget Allocation	3	EA	\$ 6,000.00	\$ 18,000
25	Planning, Engineering, Permit Process, Constr. Support	1	LS	\$ 367,180.00	\$ 367,180
26	Agency Inspections (5%)	1	LS	\$ 71,380.00	\$ 71,380
Soft Costs Subtotal:					\$ 456,560
Subtotal Construction and Soft Costs:					\$ 1,884,160
25% Contingency:					\$ 471,040
Total Estimated Line F-7 Project Total:					\$ 2,355,200
Total Estimated Line F Project Total (From Other Sheet):					\$ 1,780,010
Total Estimated Line F and Line F-7 Project Total:					\$ 4,135,210

Notes: 1) This estimate is based on a rough conceptual plan and is for budgeting purposes only.

B. Approach and Management Plan

Approach and Management Plan

A fully integrated project approach and management plan is key to successful completion of the project. This management plan includes management tasks that are coordinated to obtain the goals of the project in a prudent, cost effective and safe manner. It should be noted that the project manager is responsible for directing all of the steps in the process and for communicating results with the City. Key elements of the management plan include:

1. **Safety First** – Safety is given high priority through our “zero harm” philosophy that promotes the safe behavior of our employees and subconsultants both during the design phase and construction phase. We are committed to developing processes and procedures that reduce or eliminate risk of injury to staff on the job. A project safety plan will be prepared at the start of the project and shared with the personnel involved.
2. **Stakeholder Buy-in** – Secure an understanding of the needs and goals of the City and RCFC&WCD in the planning phase of the drainage system. Effectively communicate project expectations to the team and provide the City with the necessary information to successfully negotiate the acquisition of easements and rights-of-entry with the property owners. Parsons Brinckerhoff will work with Caltrans to secure the encroachment permits needed for the two bore and jack operations across SR 60.
3. **Kickoff Meeting** – A kickoff meeting will be conducted to establish project priorities, developing long term and short term goals, identifying and expanding on key design issues, and establishing lines of communication.
4. **Schedule and Staffing Resources** – Perform early identification of critical and near-critical path issues that may delay project completion and allocate sufficient staff resources to complete those tasks on time. The project schedule with key milestone dates will be established and distributed to the City and the subconsultants at the kick-off meeting.
5. **Understand Future Funding Sources** – The City will be using the CEQA action and 35 percent design phase package to begin seeking the funds for project construction. Parsons Brinckerhoff will work with City staff to understand the requirements of federal (FEMA) and county funding sources and incorporate those requirements into the design, special provisions and project documentation.
6. **Constructability Review and Value Engineering** – Parsons Brinckerhoff will perform a constructability review and value engineering review at the 35 percent complete and 65 percent complete design phases to confirm that project goals are being met and will look for means of reducing costs while continuing to meet project specifications. The subject of quality assurance and quality control is covered in more detail on page 27.



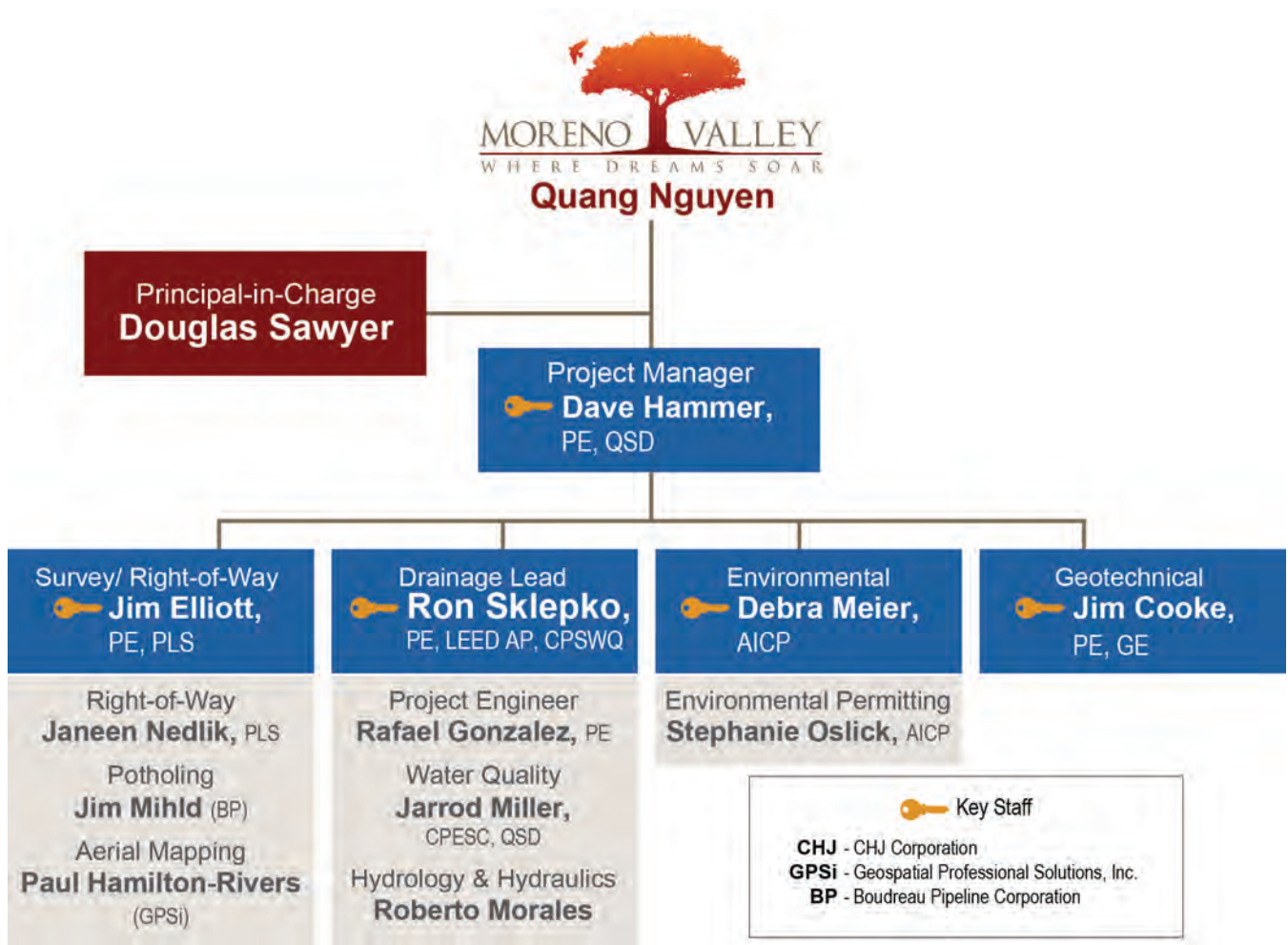
This management plan focuses on the fundamental aspects of project management that will keep the scope of services, the budget and schedule on track.



Key Personnel

Education, storm drain expertise, local experience and professional credentials of project staff members and teaming partners were particularly important to us when selecting a comprehensive team focused on meeting the City’s goal for this project. Our key staff complement each others’ strengths, as well as communication and management styles. Collectively, our key staff selected the other team members based on an evaluation of their professional credentials, the project needs, personal experience, and ability to support the City. Project Manager - David Hammer, Drainage Lead - Ron Sklepko, Principal-in-Charge - Doug Sawyer and Survey/ Right-of-Way Lead - Jim Elliott have current and recent experience working on City projects, many involving significant storm drain work.

Exhibit 1: Team Organization Chart



The background features a dynamic splash of clear blue water against a light blue gradient. A large, semi-transparent circular graphic is positioned on the right side, partially overlapping the water splash. The text 'C. Qualifications and Experience' is centered on the page in a dark red font.

C. Qualifications and Experience

C. Qualifications and Experience

Qualifications and Experience

Parsons Brinckerhoff Firm Profile

Parsons Brinckerhoff's successful track record in Riverside County and the Inland Empire spans nearly 60 years and includes a portfolio of completed projects ranging from planning and environmental to engineering and construction management assignments. We have worked for the City, Caltrans, the County of Riverside, and nearly every major local public agency, and we are very familiar with the stakeholders in the region. With a local presence since 1955, we now have seven offices in California, including our nearby San Bernardino location. From this location, we employ 80 staff and support major clients, such as the cities of Moreno Valley, Corona, San Bernardino and Highland; County of Riverside; Inland Valley Development Agency; and numerous private developers and contractors. Recent work for the City includes the SR 60/Nason Street Interchange, survey contracts on Day Street/Cactus Avenue and environmental work for Highland Fairview.

Parsons Brinckerhoff has a very strong background in design and construction management of underground utilities including storm drains, water lines and sewer lines. Many of our roadway and land development projects include significant drainage improvements, like those needed for this contract. Our team recently completed the SR 60/ Nason Street Interchange and is currently working on the SR 60/Theodore Street project approval and environmental document (PA/ED).

Project Manager Qualifications

David Hammer, PE, QSD has been designated project manager. David has more than 28 years of engineering experience in Southern California. He is a skilled design manager with extensive experience in the design and management of public works and land development projects. David's public works experience includes major street widening, roadway design, pavement rehabilitation, storm drains, sewers and water distribution systems. His storm drain and water quality facility design experience includes hydrology and hydraulics analysis; detention basin design and analysis; and water quality management facilities for residential, commercial and industrial projects. He has proven experience at delivering projects on time and within budget and brings established relationships with local utility owners and permitting resource agencies. He is currently providing staff augmentation for the City of Chino on a host of public works projects.

Enhancing our Team with Trusted Firms

Parsons Brinckerhoff has developed a team with versatile and proven experience. We have worked with each of the following teaming partners on past projects. Our subconsultants bring a depth of knowledge and range of expertise that complements our expertise and strengthens our ability to meet the City's expectations.

Geospatial Professional Solutions Inc. (GPSi)

GPSi has a history of providing high-quality photogrammetric mapping and aerial imaging products and services. GPSi was incorporated in California in 2007. A certified DBE firm, the company has the staff and equipment to accommodate time-critical and technically demanding projects. It supports public agencies and companies engaged in the design, construction and management of public works and infrastructure projects, and the management of natural resources. Headquartered in Costa Mesa, GPSi features the next generation of geospatial solutions, which encompasses aerial image acquisition, photogrammetry, remote sensing and geographic information systems. GPSi recently provided aerial survey and photogrammetry services on the I-215 South/SR 60/SR 91 Interchange projects as well as 21 miles of transportation mapping for the SR 91/SR 71/I-15 projects.



Boudreau Pipeline Corporation (BP)

BP is an underground wet utility pipeline and subsurface utility engineering contractor. It has worked on numerous Southern California storm drain and commercial water pipeline projects. BP provides complete potholing and utility location services to verify that pipelines can be installed as designed per plan, reducing or eliminating costs associated with plan changes and further rework.



CHJ Consultants (CHJ)

CHJ provides geotechnical engineering, materials testing, inspection services, and environmental consulting with expertise in transportation and infrastructure projects. CHJ has performed thousands of geotechnical investigations, ranging from individual residential homes to large commercial developments. The firm also has experience with geological investigations for road improvement projects. CHJ develops pertinent geotechnical explorations to define the geologic properties, evaluate the subsurface conditions with respect to the proposed project, and provide geotechnical recommendations for design and construction.



Project Experience

Details of our firm's expertise in performing work of a similar nature are described on the following pages. Each project was selected to provide insight into our team's overall experience, knowledge, key personnel and innovative solutions for managing storm drain projects.

SR 60/Nason Street Interchange, Moreno Valley, CA



Relevance:

- Storm drain improvements
- Hydraulic and hydrologic studies and calculations
- Roadway improvement design including median
- Utility design and relocation
- Coordination with local property owners to create comprehensive design
- Design surveys and right-of-way engineering
- Caltrans District 8 coordination
- Environmental permitting
- Project was completed on-budget

Over the last two decades, the City has experienced a tremendous amount of growth, both in population and residential, commercial, industrial and institutional development. However, the interchanges along SR 60 and, in particular, the Nason Street Interchange, have not kept pace with this growth. As a result, the freeway system and major arterials in this region have been experiencing considerable amount of traffic congestion and delays. In addition, the existing ramp geometrics are sub-standard based on the current Caltrans design guidelines. Parsons Brinckerhoff was tasked with the preparation a new Caltrans project report, environmental document (ED), and final plans, specifications, and estimate (PS&E) for the SR 60/Nason Street Interchange project.

The project purpose is to alleviate congestion, enhance freeway access, and ultimately accommodate future bridge widening.

The proposed project includes:

- Close coordination with Caltrans District 8, received approval to

make significant storm drain improvements underneath the SR 60 freeway

- Reconstruction and realignment of all four freeway ramps
- Introduction of auxiliary lanes to the eastern half of the project
- Construction of street improvements on Nason Street from Fir Avenue to Elder Avenue
- Installation of signalization at the ramp/Nason Street intersections
- Installation of California Highway Patrol (CHP) enforcement areas and ramp metering
- Hydraulic and hydrologic studies and calculations
- Utility coordination and relocation

The existing over crossing will remain as a two-lane structure at this time due to funding constraints.

Key Personnel Involvement:

Doug Sawyer, Jim Elliott, Stephanie Oslick

General Aviation Infrastructure Improvements, San Bernardino, CA



Relevance:

- *Replacement of on- and off-site storm drain*
- *Stakeholder and utility coordination*
- *Storm drain design services and studying sewage disposal alternative solutions*

The general aviation infrastructure improvements project at San Bernardino International Airport will provide utility and road infrastructure to the new San Bernardino County Sheriff's Aviation Facility, general aviation hangars and land set aside for future airport-related development. The 32-acre project includes replacement of 2,800 feet of on-site and off-site sewer main; 4,000 feet of water main; 3,000 feet of road; and thousands of feet of replacement power, telephone and gas lines. Parsons Brinckerhoff has provided design, construction management, inspection, and construction staking services. This project is now underway and construction is expected to be completed by mid-2015.

We designed the storm drain system to provide protection of structures from the runoff of a 100-year storm event. This includes accepting off-site runoff and the runoff from the new development. A shallow downstream outlet to an open channel was resolved by designing a pair of 42-inch diameter high density polyethylene (HDPE) pipes to carry the design flows. Storm drains within the street alignments will collect runoff in the streets and adjacent property. Water quality basins were designed to capture and infiltrate the 85th percentile storm, or the required design capture volume, before excess flow volumes continue downstream.

Key Personnel Involvement:

Ron Sklepko, David Hammer, Rafael Gonzalez, Jim Elliott, Doug Sawyer

University Village Infrastructure Design, Loma Linda, CA



Relevance:

- *New storm drain and water systems design*
- *Coordination with existing utilities*

Parsons Brinckerhoff is supporting the Lewis Operating Corporation's project to develop property for 450 single-family homes, three multi-family communities, a senior living facility, a school, new sewer and water systems, and a comprehensive network of backbone infrastructure streets and off-site storm drain improvements necessary for the development. The team provided a cost savings to the project by reducing the size of the master plan storm drain by taking into account stormwater runoff reductions in the tributary watershed.

We provided full service civil engineering design, land surveying,

mapping and support for this master planned project. We produced designs to approximately 95 percent completion which include design of the 1,200-foot street extension, curbs and gutters, striping and signage, storm drains, sewers, domestic and reclaimed water systems, street lighting, erosion and sediment control systems, and land surveying and mapping. Work scope included development of a hydrology and hydraulics report, a water quality management plan and SWPPP.

Key Personnel Involvement:

Jim Elliott, Debra Meier, Rafael Gonzalez, Doug Sawyer

I-15/La Mesa Road/Nisqualli Road Interchange, Victorville, California



Relevance:

- *Minimizing impacts to adjacent environmental resources*
- *Drainage design reduced permanent impacts to waters of the US more than 78 percent.*
- *Coordination with Caltrans District 8*

Parsons Brinckerhoff was the prime consultant responsible for preliminary engineering, environmental document preparation and final design, and is currently providing construction phase support for this new full-service interchange on I-15 at La Mesa and Nisqualli roads. The project includes a new I-15 bridge overcrossing, new freeway on-and off-ramps, City and Caltrans signalized intersections, and associated signing and striping.

During the environmental phase, Parsons Brinckerhoff performed extensive analyses, where environmental issues, impacts and mitigation measures were evaluated for each of the four build alternatives. Permits from the

resource agencies were needed for impacts to Waters of the United States at Oro Grande Wash (404 Individual Permit, 401 Certification and 1602 Streambed Alteration Agreement). The presence of the Mohave Ground Squirrel was also assumed (given the presence of appropriate habitat) requiring a 2081 permit. Key contributions to the project include:

- Knowledge of local, federal and regulatory agency permits
- Knowledge of Caltrans requirements for development of the New Connection Report accepted by Caltrans

Key Personnel Involvement:

Rafael Gonzalez, Jim Elliott, Doug Sawyer, Stephanie Oslick

East Valley Water District New Administration Campus, Highland, California



Relevance:

- *Storm drain improvement design*
- *Utility design and relocation*
- *Coordination with local property owners to create comprehensive design*

East Valley Water District's (EVWD) goal was to design and construct a new facility that will become a community asset that allows them to meet current and future demands. The project involved the design and construction of the New Administration Campus. EVWD selected a 24.7 acre site on Greenspot Road in the City of Highland for the new development.

The scope of work included civil engineering, surveying and environmental services that cover the project from beginning to end. The work includes off-site improvements for roadway frontage and 2,100 linear feet of off-site sewer and water mains, the construction document/final design

phase, and the construction phase. Services included all of the tasks associated with site development, including preparation of a storm drain plan, hydrology study, water quality management plan, domestic water and fire service plan, sanitary sewer plan, erosion and sedimentation control plan, and other elements.

Project construction was completed in February, 2014. All phases were completed in 15 months.

Key Personnel Involvement:

Ron Sklepko, Dave Hammer, Rafael Gonzalez, Debra Meier, Doug Sawyer, Jarrod Miller

References

We have provided references for Parsons Brinckerhoff and our subconsultants and encourage you to contact them regarding the quality of our work, the professionalism of our people and the effectiveness of our project leadership.

Exhibit 2: Client References

NAME AND TITLE	ADDRESS	TELEPHONE/E-MAIL
Prime Consultant, Parsons Brinckerhoff		
Ernie Wong City Engineer City of Highland Projects: EVWD New Administration Campus and Greenspot Road Improvements	27215 Baseline Road Highland, CA 92346	(909) 864-8732 ext.212 ewong@cityofhighland.org
Mike Burrows Deputy Director of Development Inland Valley Development Agency <i>Project: General Aviation Infrastructure Improvements</i>	1601 E. Third Street San Bernardino, CA 92408	(909) 382-4100 mburrows@sbdairport.com
John Mura General Manager East Valley Water District <i>Project: EVWD New Administration Campus</i>	3111 Greenspot Road Highland, CA 92346	(909) 885-4900 john@eastvalley.org
Subconsultant, GPSi		
Mike Burrows Deputy Director of Development Inland Valley Development Agency <i>Project: General Aviation Infrastructure Improvements</i>	1601 E. Third Street San Bernardino, CA 92408	(909) 382-4100 mburrows@sbdairport.com
Subconsultant, BP		
M. Cenk Yavas PE, D.WRE Project Manager Atkins <i>Project: J-110 Effluent Sampler and Building Area Upgrades</i>	625 The City Drive South, Suite 200 Orange, CA 92868	(714) 750-7275 cenk.yavas@atkinsglobal.com
Subconsultant, CHJ		
Mike Wong Project Manager Riverside County Flood Control and Water Conservation District <i>Project: MDP Line 41 Stage 3, Palm Springs</i>	1995 Market Street Riverside, CA 92502	(951) 955-1200 mwong@rcflood.org



D. Staffing Plan

Staffing Plan

Availability of Proposed Staff

Our team is committed to achieving the City’s vision for the Sunnymead Master Drainage Plan project. We have hand-picked the right roster of staff who have worked with the City and various agencies, including local resource agencies, and on numerous projects aimed at improving the quality of life for residents in the City and County of Riverside. All are committed to this assignment. Our key personnel and support staff are available to support this project as shown in Exhibit 3.

Concurrence with Restrictions on Changes in Key Personnel

Parsons Brinckerhoff does not anticipate the need to replace any of the individuals identified in this proposal. However, in the unlikely event this is necessary, we understand that prior written approval by the City is required and that, if the replacement staff member is not identified in this proposal an alternate, the City reserves the right to cancel the contract.

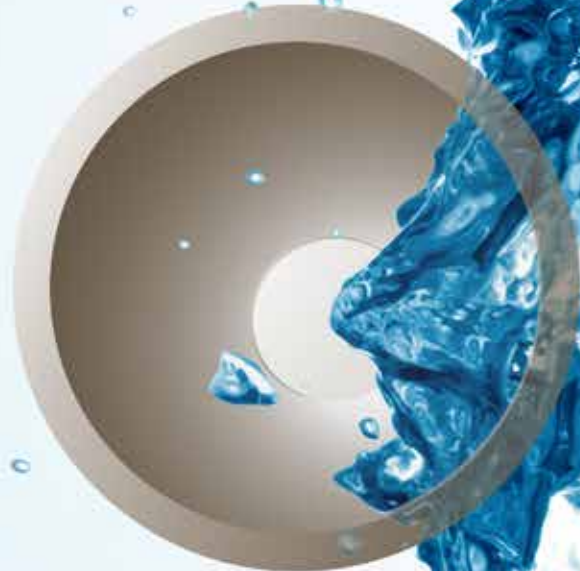
Ability to Meet Schedules and Budgets

Meeting the City’s expectations is not just a goal, it is a necessity. Funding, timing and use impact are integral to our scheduling and monitoring. We drive ourselves and our subconsultants to deliver on time and at or under budget without endangering workers or travelers, the environment, or product quality. Our team’s expertise is unparalleled, as is our success in designing, bidding and managing projects.

Exhibit 3: Staff Availability

Name/ Role	Availability
Key Staff	
David Hammer, PE, QSD – Project Manager	70%
Ron Sklepko, PE, LEED AP, CPSWQ – Drainage Lead	50%
Jim Elliott, PE, PLS – Survey/Right-of-way	70%
Debra Meier, AICP – Environmental Lead	70%
Jim Cooke PE, GE (CHJ)– Geotechnical	50%
Support Staff	
Douglas Sawyer – Principal-in-Charge	30%
Jarrod Miller, CPESC, QSD – Water Quality	60%
Rafael Gonzalez, PE – Project Engineer	80%
Roberto Morales – Hydrology and Hydraulics	50%
Janeen Nedlik, PLS – Right-of-Way (Engineering)	80%
Jim Mihld (BP)– Potholing	80%
Paul Hamilton-Rivers (GPSi) – Aerial Mapping	85%
Stephanie Oslick, AICP -- Environmental Permitting	40%

E. Work Plan and Schedule



Work Plan and Schedule

This section details the tasks our team will perform for design engineering and construction management services along with a list of deliverables for each.

Scope of Services

Parsons Brinckerhoff and its subconsultants will provide the following comprehensive services on this project for the City:

General

G.1 Project Meetings. At a minimum, schedule and attend the kick-off meeting, monthly Project Development Team (PDT) meetings, City Council Meetings, Council Study Sessions and other meetings with affected agencies or residents as required throughout the project duration. Prepare meeting agendas for monthly PDT meetings.

Deliverable: One binder with copies of agendas and meeting minutes.

G.2 Schedule. A schedule, prepared using Microsoft Project, will be maintained throughout the design phase of the project. The schedule will be divided into logical tasks and sub-tasks and will be updated before each PDT meeting. Processing time for outside agencies will be shown and critical path tasks will stand out from other tasks.

Deliverable: Gantt bar chart schedules, update regularly throughout the design phase, including hard copy and digital files.

Phase 1: 35 Percent Level Completion

1.1 Project Summary Memorandum. A project summary memorandum shall be prepared that will detail findings and research obtained during this phase of the design. The report shall include the results of the utility research, pothole data, geotechnical data, right-of-way and easement data, design constraints, project costs and funding issues.

Parsons Brinckerhoff
proposes to complete
Phase 1 in four months

To support the project summary memorandum, we will provide the results of an Environmental Constraints Map and Analysis to identify the potential environmental resources and potential impacts of the applicable sections of the project. Specific attention will be given to those segments lying south of Hemlock Avenue north of SR 60 and south of SR 60 north of Sunnymead Boulevard, where natural vegetation and wetland conditions are present.

Special attention will be given to those areas where riparian vegetation and wetlands are present including segments lying between SR 60 and Sunnymead, southerly outlet downstream of Sunnymead, south of Hemlock Avenue north of SR 60 and south of SR 60 north of Sunnymead Boulevard. Other overall observations and constraints will be identified and summarized in the Report of Project Issues, along with a final recommendation of the type of CEQA and NEPA environmental documents needed for the proposed project.

Deliverable: Project Issues Report

- 1.2 **Research of Record Information.** Conduct field review and evaluate existing drainage patterns and facilities to obtain enough information for the design. Investigate existing utilities to identify any conflicts and coordinate with utility owners to obtain adjustment and/or relocation. Prepare and mail 1st Utility Notices to obtain as-built plans.

Deliverable: Copies of facility maps and utility notice letters.

- 1.3 **Permit Processing.** The following three sub tasks cover all of the requirements under permit processing.

- 1.3a **CEQA/NEPA Processing.** The environmental procedures shall be compliant with the Environmental Information Form. The CEQA/NEPA will be processed through the City's Planning Division.

For this scope of services, we are assuming that the required environmental documentation will be a NEPA Categorical Exclusion (CE) [44 CFR 10.8(d)(2)(xvi)], and a CEQA Initial Study (IS) leading to a Mitigated Negative Declaration (MND). The NEPA/CEQA environmental documents and associated technical studies (biology study, noise study, water quality study, and cultural report) will be completed once the 35 percent preliminary design (Conceptual Layout Plans) has been developed and a proposed project description and footprint of project disturbance has been determined.

In cooperation with the City Planning Division, we will prepare an IS in order to identify any areas where a significant impact is anticipated and identify feasible mitigation measures to reduce the impact to a less-than-significant level. Based on what we know about the project at this time, this scope of services assumes that a MND will be appropriate. The IS will address the environmental topic areas in the CEQA Appendix G Checklist and provide responses to each checklist question, and identify the proposed projects impacts for each topic. It is anticipated that one round of review of the Draft IS with City staff prior to being submitted for distribution.

We will also prepare the NEPA Categorical Exclusion under the assumption that the construction funding will be provided by FEMA. However, the NEPA document will not be reviewed and approved until the federal nexus with FEMA has been determined and it is officially brought into the project.

In order to engage the regulatory agencies in an early discussion of the proposed project we are recommending that a Pre-Application meeting be set-up where all affected regulatory agencies are invited to participate (in person or by phone) in a presentation of the conceptual layout to elicit comments, feedback, and buy-in on the design solution prior to completing the 35 percent preliminary design. Using this approach, the regulatory agencies are aware of the project, the constraints, and possible solutions, before the permit applications are submitted for review. This approach will also give the City an understanding of what will be expected by each agency, incorporate any design modifications early, streamline the permitting process, and eliminate the element of surprise for all stakeholders.

Deliverables: Copy of environmental documents, reports and final actions.

- 1.3b **Resource Agency Permit Processing.** Our environmental team will work with the City to coordinate with the appropriate natural resource regulatory agencies to determine permit requirements based on impacts to jurisdictional areas associated with the project. A wetland delineation may be needed to support the permit applications.

This scope includes submittal of permit applications and coordination with the natural resource regulatory agencies to obtain the USACE 404 Permit, RWQCB 401 Certification, and CDFW 1602 Streambed Alteration Agreement. The consultant shall provide regulatory services for the processing of all necessary permits, including, but not limited to: USACE, CDFW, RWQCB. The processing shall include required correspondence or telephone calls between reviewing staff related to the permit or points of clarification. This item includes any necessary meetings with the reviewing staff of the resource agencies during the review process. Some of the major resources agency processes are, but not limited to:

- A. USACE 404 Permit Application.** We will prepare a submittal package for the USACE 404 Permit to satisfy the requirements of the Section 404 of the Clean Water Act. If necessary, consultant shall advise the City on possible project revisions in order to take advantage of Nationwide Permits. The project will require a Section 404 permit for the discharge of dredged or fill material into jurisdictional Waters of the United States. If the impacts to USACE jurisdictional wetlands and waters are estimated to be less than 0.5 acres of permanent impacts, then the project is anticipated to qualify for a Section 404 Nationwide Permit (NWP).
- B. California Department of Fish and Wildlife.** Parsons Brinckerhoff shall prepare Notification of Lake and Streambed Alteration (Form FG 2023) including all required information and photos for a CCDFW 1601 Agreement for Streambed Alteration. The City will pay the required Lake and Streambed Alteration Fee. A Streambed Alteration Agreement (1602 Agreement) will be obtained from the California Department of Fish and Wildlife (CDFW). Based on field reviews of the project site, there is a potential for impacts to the bed and bank as defined by California Fish and Game Code Section 1600 et. seq. A 1602 Agreement package will be prepared and submitted to CDFW for their review. The City will pay the required Lake and Streambed Alteration Fee.
- C. Regional Water Quality Control Board Section 401 Certification Waiver.** We will prepare a submittal to secure waiver from the State requirement for Section 401 of the Clean Water Act certification. This certification is necessary prior to the Corps concurring with discharges of fill material under the Corp permit process. A water quality certification or waiver of certification is required from the Regional Water Quality Control Board (RWQCB) for any activity that requires a federal license or permit (such as a Section 404 permit) and may result in a discharge to jurisdictional waters. The Environmental Team will prepare and submit the necessary documentation to the RWQCB for its review of the project pursuant to water quality certification or waiver. Site-specific Best Management Practices (BMPs) approved by City of Moreno Valley will address discharges during construction and operation. The City will pay the fees associated with the 401 Certification.
- D. Low Impact Development (LID).** Documentation and design as required to meet current standards. The application of LID principles compels us to consider existing hydraulic patterns in an effort to maintain natural run-off velocities, flow volumes and time of concentration. Although the application of LID principles does not require a Resource Agency Permit, these principles will be an integrated in the hydrology and hydraulics report, and the final design of the storm drain system.

Deliverables: We will prepare one draft version of each permit package for review by City and incorporate one round of comments and continue coordinating with resource agencies and addressing their comments until permits are issued.

- 1.3c Caltrans Encroachment Permit.** This project involves installation of two storm drain lines that cross SR 60. Parsons Brinckerhoff is required to coordinate with Caltrans and obtain the required Encroachment Permit. An encroachment permit from Caltrans District 8 will be required for the installation of storm drain three pipelines under SR 60. We will prepare one draft version of the permit package for review by City of Moreno Valley and incorporate one round of comments. Once submitted to Caltrans we anticipate

two rounds of comments, responses and re-submittal prior to approval of Encroachment Permit. Caltrans will be included in the Pre-Application review meeting discussed earlier in this section in order to engage the Caltrans Development / Inter-governmental Review (IGR) and CEQA review team in early project review and understanding. This approach should serve to minimize delays once the encroachment permit is submitted.

Deliverables: One round of one copy of Caltrans encroachment permit application and continue coordinating with Caltrans and addressing their comments until final approved permit is issued.

Our general assumptions associated with the resource agency permit processing:

- . The City will be the Project Applicant for permit applications.
- . Parsons Brinckerhoff, under the direction and approval of the City and acting as the City's regulatory agent will coordinate with the appropriate regulatory agencies during preparation and submittal of regulatory permits.
- . Permit fees will be paid directly to the appropriate regulatory agency by the City.
- . Permit applications will be presented to the City for review prior to submittal to the appropriate regulatory agency.
- . Parsons Brinckerhoff will submit the completed permit packages to the appropriate regulatory agency, coordinate and facilitate discussions with the regulatory agency, and track permitting progress.
- . It is anticipated that permanent impacts to Waters of the United States is less than 0.5 acres, and the project will qualify for a nationwide permit from the USACE. A Preliminary Jurisdictional Delineation will be prepared.
- . In the case that USACE determines that an individual permit is needed, an additional scope of work will be prepared.

- 1.4 **Geotechnical Investigation.** Parsons Brinckerhoff, with assistance from subconsultant CHJ, will prepare and submit a geotechnical exploratory plan. The plan will identify locations of proposed borings and test pits. The names of property owners and right-of-way agencies shall affected by the sampling locations shall be shown. Right-of-entry requests letters for the affected owners and agencies will be provided so the City may mail the requests on its letterhead. Prior to commencing field exploratory work Underground Service Alert will be called to mark locations of existing utilities, traffic control will be established and permits.

CHJ will prepare a geotechnical investigation report for the proposed storm drain project. The report shall be based on a minimum of five borings and pavement core samples along the alignment that will provide information for construction, including soil classification and properties, soil corrosivity, trench stability, groundwater depth and recommended pavement section. The report shall also evaluate the suitability of jack and bore operations within the Caltrans right-of-way. All reports shall be signed and sealed by a registered geologist.

Deliverable: Six copies of the geotechnical investigation report

- 1.5 **Survey and Topographic Mapping.** Set aerial control targets and have aerial topographic mapping for the project area and any other areas deemed necessary, will be prepared by GPSi. Perform supplemental topographic surveys and prepare a 1"=20' scale base map CAD file for the plans

Deliverable: AutoCAD files of the aerial base map, including monument descriptions, basis of bearings, benchmark, location of visible utilities and invert elevations of manholes.

- 1.6 **Existing Utility Research.** Investigate existing utilities to identify any conflicts and coordinate with utility owners to obtain adjustment and/or relocation. Prepare and mail 1st Utility Notices to obtain as-built plans.
- 1.7 **Utility Potholing.** Based upon a preliminary alignment plans for the proposed storm drains, our subconsultant, BP, will pothole underground utilities to determine the horizontal location and depths for clearance, connection points, or conflicts. Potholing of underground improvements may include sewer lines, storm drains, gas lines, water lines and other utilities. Field surveys will then be performed to tie locations and a report of all pothole results will be provided including description, locations and elevations of the exposed utility and of the ground surface, together with a photo of each pothole. Potholed utilities will also be plotted on the base topo mapping. Any significant changes to the proposed storm drain due to conflicts shall be brought to the City's attention.

Deliverable: Summary of field pothole information.

- 1.8 **Right-of-Way Research and Deeds.** Research, perform field survey of existing monuments and identify right-of-way and/or easement needs. Obtain preliminary title reports for all private land for which temporary or permanent easements. The 35 percent design plans shall contain enough information to determine the required right-of-way and easements for the project. Prepare easement documents at least 30 days prior to completion of the 35 percent plans.

Deliverable: Right-of-way map, preliminary title reports and deeds with legal descriptions and plats for temporary construction easements and permanent easements.

- 1.9 **35 Percent Complete Design Plans.** Prepare 35 percent design plans based on the approved Project Summary Memorandum. Identify and evaluate all existing improvements within the project area that affect the proposed scope of work. Parsons Brinckerhoff will prepare construction plans for the storm drain and street improvements, using the City's standard title block for street plans and RCFCDD title blocks for storm drain, and 40-scale plan views and 4-scale profile views. The plans shall include, but not be limited to, the following sheets:

- . Title Sheet
- . General Notes/Constructions Notes and Quantities/List of Standard Drawings
- . Typical Sections of Street and Pipe Trench
- . Plan and Profile Sheets
- . Construction Details

Deliverables: Prints of the PS&E submitted to the City at the 35 percent design phase

- 1.9a **Hydrology and Hydraulics Study/ LID.** This task will also include preparation of hydrology and hydraulic calculations required to size the storm drain pipes. The report will also address the approach to meeting the LID features necessary for stormwater management in both quality and quantity.

Deliverables: Prints of the hydrology and hydraulics report submitted to the City at the 35 percent design

- 1.10 **Preliminary Engineer's Opinion of Probable Construction Costs.** Once the 35 percent design plans are completed, a preliminary engineer's estimate will be prepared to provide the first comprehensive look at the total project cost.

- 1.11 **Quality Assurance/Quality Control Reviews.** As part of our ISO 9001 certification, all plans, reports and

computer printouts will be reviewed by a senior engineer who has not worked directly on the project. This independent review looks for completeness, omissions and errors that need to be addressed before the 35 percent design plans are issued to the client.

Upon completion of the Project Summary Memorandum, 35 percent design plans, and acceptance of environmental documentation, the City will issue written authorization to proceed with Phase 2 of the contract.

Parsons Brinckerhoff
proposes to complete
Phase 2 in nine months

Phase 2: 35 Percent - 100 Percent Level Completion

- 2.1 **100 Percent Complete Design Plans.** Prepare storm drain construction plans, street improvement plans and signage/stripping plans with submission for City and county review at 65 percent, and 100 percent/final design/mylar stage. The final PS&E shall be stamped and signed by the supervising design consultant civil engineer, registered to practice in the State of California.
Deliverables: Prints of the PS&E submitted to the City at the 65 percent and 100 percent final design phases.
- 2.2 **Project Specifications.** Prepare project specifications with submission for review at 65 percent, final design/mylar stage.
- 2.3 **Engineer's Opinion of Probable Construction Costs.** Prepare engineer's estimate of probable construction costs with submission for review at 65 percent and final design/mylar stage.
- 2.4 **Stormwater Compliance.** Prepare and submit an Storm Water Pollution Prevention Plan (SWPPP) for approval in accordance with City requirements. Coordinate with the City to set up the state web site account, upload the necessary document and secure coverage under the general construction activities permit with waste discharge identification number.
Deliverables: Copy of SWPPP report and waste discharge identification letter
- 2.5 **Utility Coordination.** Prepare 2nd, 3rd and final utility notices and coordinate with utility companies for relocation of interfering utilities, as required for project implementation.
- 2.6 **Quality Assurance/Quality Control Reviews.** As part of our ISO 9001 certification, all plans, reports and computer printouts will be reviewed by a senior engineer that has not worked directly on the project. This independent review looks for completeness, omissions and errors that need to be addressed before the work is issued to the client.
- 2.7 **Budget Analysis and Adjustment.** Parsons Brinckerhoff will analyze the final design plans and corresponding documents to make necessary adjustments to reduce the scope of work and prepare different bid alternatives or construction phases to match the available budget in accordance with City-specified priorities to allow for construction to occur once funding becomes available.

Upon City's approval of the PS&E, the City will issue written authorization to proceed with Phase 3 of the contract.

Phase 3: Advertising, Bidding and Construction Support

Parsons Brinckerhoff
proposes to complete
Phase 3 in eight
months

- 3.1 **Bid Process.** The City will advertise the project to prospective bidders in accordance with their standard practices. Parsons Brinckerhoff will provide responses to bidders' questions; prepare and issue addenda

if required due to omissions or conflicts; and answer questions regarding the technical provisions, the design drawings or conflicts in the design during bidding process. We will also assist City staff in evaluating and checking the bids per the project requirements and established contract law and check the references and licenses of the bidders.

Deliverables: Written responses to bid phase requests for information (RFIs), bid and contract document addenda, tabulation and evaluation of bids, written log of bidder reference check and license verification, and draft City Council staff report.

- 3.2 **Pre-Construction Meeting.** Conduct a pre-construction meeting with the successful contractor prior to the start of work. Discuss the staging of work, traffic handling, erosion control, staging areas, schedule, pay application project, prevailing wage documentation, etc.

Deliverables: Agenda and meeting minutes for the pre-construction meeting.

- 3.3 **Construction Support.** Parsons Brinckerhoff will be available to answer questions regarding the technical provisions and the design drawings, address construction issues in the field, assist in reviewing and issuing contract change orders (CCOs), review contractor submittals and respond to RFIs. The City will provide inspection of the work and contract management for pay applications, wage documentation, etc. During the construction phase, Parsons Brinckerhoff will provide mitigation monitoring and compliance as required by the final environmental document. This will include preconstruction surveys for burrowing owl and nesting and migratory birds in compliance with the Migratory Bird Treaty Act and California Fish and Wildlife Codes.

Deliverable: Records of all written correspondence and documents from the construction phase.

- 3.4 **Record Drawings.** Incorporate all red-line comments prepared by the contractor and project inspector and prepare final ink on mylar “as-built” record plans. The as-built/record drawings will be signed by the engineer of record and provided to the City for approval prior to the release of the final progress payment.

Deliverables: One set of red-lined plans and a bond copy of the plans for review by the City and as-built mylars for record drawings.

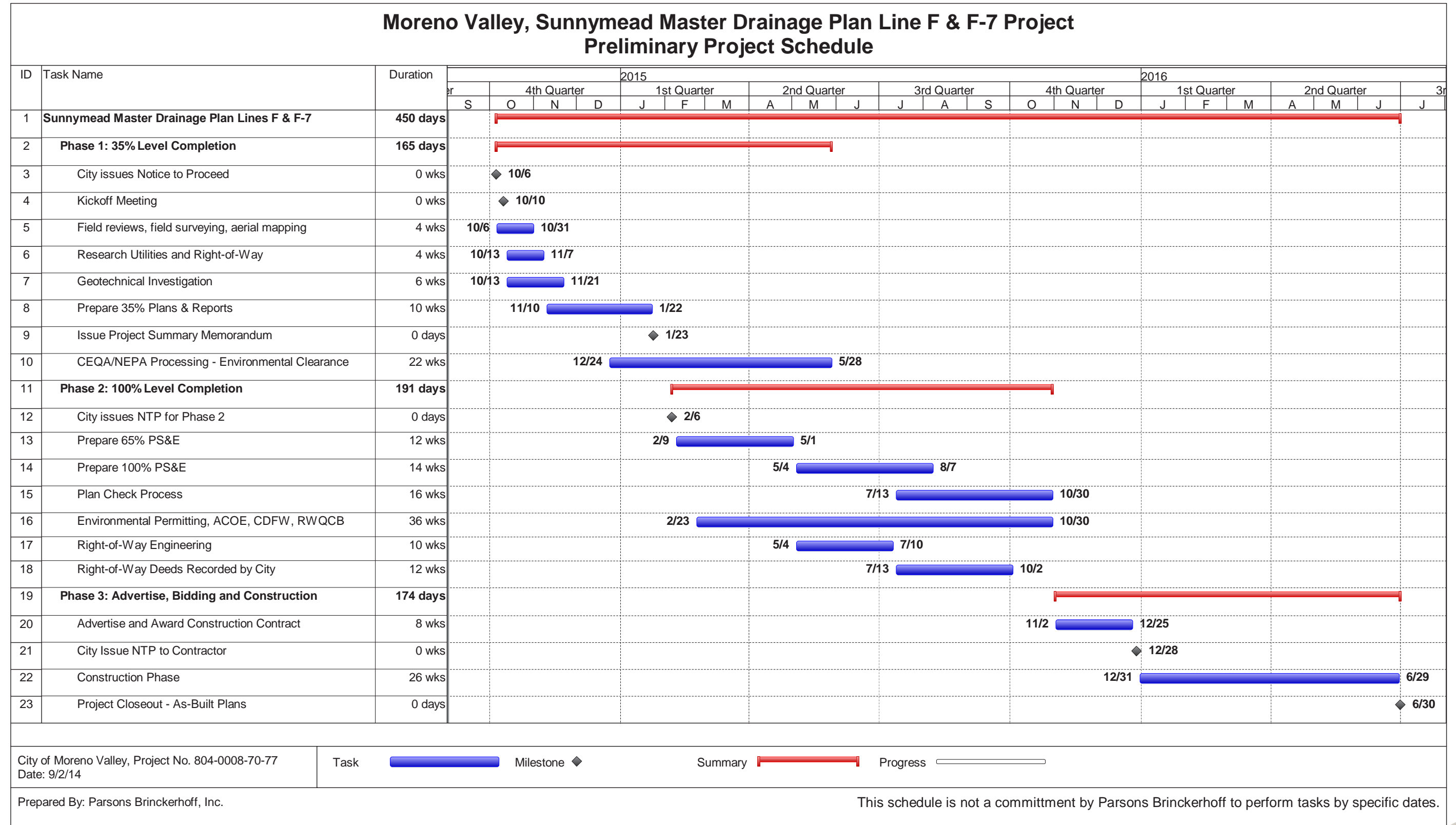
- 3.5 **GASB 34 Documentation.** Prepare and submit GASB 34 documentation in the City’s format along with the record drawings as part of project closeout procedures.

Deliverable: Submit the GASB 34 documentation.

Schedule

Our team anticipates a 21-month schedule (refer to Exhibit 4 on the next page). We plan to conduct monthly meetings with the City. These meeting will include an initial kick off meeting to develop a common understanding of goals and expectations, and update meetings throughout the project to monitor the schedule and identify and resolve issues. Meetings also provide a means of corrective action when the pathway is not being followed as directed. Having regular meetings during the design process will allow directive changes to be implemented when small actions can be accomplished without sizeable revisions. We will provide correspondence and memoranda documenting the meetings and the corrective actions requested for implementation

Exhibit 4: Project Schedule



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Item No. A.7

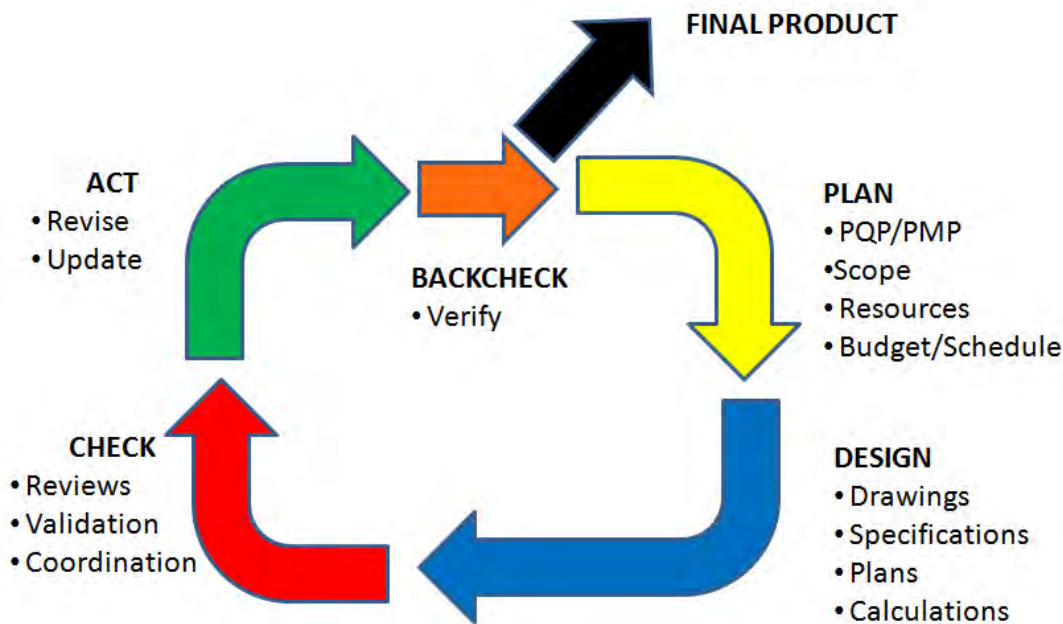
F. Quality Control and Assurance

Quality Control and Assurance

Quality Assurance/Quality Control Reviews

Parsons Brinckerhoff has a long-standing commitment to producing a quality product exhibited by a company-wide quality system and ISO certification. Our dedication to quality is a major contributing factor to our success and more importantly, to our clients' successes. Parsons Brinckerhoff will provide senior engineers who will verify that the project elements such as drawings, cost estimates, data collection and reports are completed to industry standards. Parsons Brinckerhoff requires our subconsultants to have their own written quality assurance and quality control procedures or to adopt our program. The subconsultants' procedures are reviewed for conformance to the ISO standard prior to commencement of work. Documentation of the quality assurance and quality control reviews is kept on file in our office.

PROJECT QUALITY MANAGEMENT PROCESS



Constructability Reviews

Our San Bernardino office also provides construction management and inspection services to municipalities and agencies for capital improvement projects. That field experience is utilized during the design phase to verify that the construction documents are clear in their intent so no surprises occur during the project bidding and construction phases. Our experience tells us that the greatest benefit can be obtained when these reviews are first performed prior to 35 percent completion of the plans. Senior engineering staff members will review the plans and specifications at key milestones for conformance to industry standards and City requirements. These reviews are also "value engineering" opportunities to keep cost considerations at the forefront of the design process.

G. Additional Relevant Information

G. Additional Relevant Information

Additional Relevant Information

Information and Assurances

Parsons Brinckerhoff agrees to the following statements:

1. The City's RFP shall be incorporated in its entirety as part of our Proposal.
2. The Firm understands that the City will consider the RFP and the Proposal jointly part of the Agreement for Professional Consultant Services when said Agreement is fully executed by the Firm and the City's Mayor or City Manager.
3. The Firm's services and fees will be in accordance with the RFP, except as specified in the Proposal under the heading, "Additions or Exceptions to the City's RFP" found on Page 30.
4. Our Firm has no exceptions to the City's RFP.
5. This Proposal contains a statement of qualifications applicable to the projects identified in the RFP and includes the names, qualifications and proposed duties of the Firm's staff to be assigned to the project issued under this Agreement. The Firm has also provided similar projects completed, including the names, titles, addresses and telephone numbers on Page 18 of the appropriate persons the City may contact.

If one or more of the Firm's staff becomes unavailable, the Firm will substitute other staff of at least equal competence only after prior written approval by the City.

6. A resource allocation matrix for the Firm and subconsultants is included in the Proposal under the tab "Appendix."
7. A rate schedule of proposed available resources is included with this Proposal under the tab, "Appendix." The hourly rate schedule is part of the Proposal and can be used for invoicing payments. The Firm will get prior approval from the City before completing any extra work.
8. Resumes that include the qualifications of our subconsultants, including identification of their proposed staff duties, are included under the "Appendix" tab. Also located on page 18 is a table of recent similar projects with names, titles, addresses and telephone numbers of the appropriate persons the City may contact.

The Firm hereby acknowledges and understands that changes in subconsultants are not allowed without written permission from the City.

9. Charges and fees for services are based on hourly rates with a "not-to-exceed" fee which includes conservatively estimated reimbursable expenses, which are submitted with and made part of this proposal.
10. The Firm will document and provide the results of performed work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

11. The Firm will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during or after the construction work.
12. The hourly rate schedule provided under the tab, "Appendix," is part of our Proposal for use in invoicing for progress payments and for extra work incurred that is not part of the RFP. The Firm understands that all extra work will require prior approval from the City.

An itemized cost breakdown for the work is included in a separate sealed envelope.

13. The Firm does not discriminate against any employee or applicant for employment because of race, color, religion, gender or national origin. Per our written Affirmative Action Program, the Firm neither discriminates because of creed, age, marital status, citizenship status, sexual orientation, gender identity, disability, genetic predisposition, nor status as a covered veteran.
14. All applicable federal laws and regulations shall be adhered to, notwithstanding any state or local laws and regulations, in performance of our duties under the Agreement. In the event of a conflict between federal, state or local laws or regulations, the strictest shall be adhered to.
15. The Firm will allow authorized federal, state, county and City officials access to place of work, books, documents, papers, fiscal, payroll, materials and other relevant contract records pertinent to projects under this Agreement with reasonable advance notification. All relevant project records shall be retained for at least three (3) years.
16. The Firm shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1,5), any amendments thereof, the California Labor Code and pursuant regulations entitled "Fair Labor Standards Provisions," "Federal Prevailing Wage Decision," and State of California prevailing wage rates, respectively.
17. The Firm shall comply with the Copeland Anti-kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
18. The Firm agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act, arising from purchases of goods, services or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Firm, without further acknowledgment by the parties.

Additions or Exceptions to the City's RFP

Parsons Brinckerhoff has no additions or exceptions to the City's RFP.

Appendix

Appendix

Appendix

The following appendices contain:

Staff Resumes

Resource Matrix

Billing Rates

Fee Proposal

Certificates

Required Forms

Years of Experience: 28

Years with Parsons
Brinckerhoff: 3

Education:

BS, Civil Engineering

**Professional
Credentials:**

Civil Engineer:
California (#43976)

California Qualified
SWPPP Developer/
Practitioner (#953)

Relevant Experience:

- Design manager for recent storm drain replacement project at San Bernardino International Airport
- Extensive experience managing the design of underground storm drain and water lines, requiring potholing to avoid conflicts with existing utilities
- Design manager for several recent roadway infrastructure projects, including the I-40/Needles Connector and Mountain View Avenue Corridor

Reference:

Jesus Plasencia, PE
Civil Engineering
Manager for Chino
13220 Central Ave
Chino, CA 91708
(909)334-3417
JPlasencia@cityofchino.
org

David Hammer, PE, QSD

Project Manager

David has 28 years of engineering experience in Southern California. His experience includes the design and management of land development and public works projects. David's public works experience includes major street widening, roadway design, pavement rehabilitation, storm drains, sewers and water distribution systems, and site design of parks and public buildings. His storm drain and water quality facility design experience includes hydrology and hydraulics analysis; detention basin design and analysis; and water quality management facilities for residential, commercial and industrial projects.

San Bernardino International Airport, General Aviation Infrastructure Improvements – San Bernardino, California: design manager for this 32 acre project that will house the San Bernardino County Sheriff's Aviation Unit. The project is located in the portion of the airport identified by the Air Force as Area 2, which had multiple uses before Norton Air Force Base was decommissioned. Project tasks included studying several alternatives for providing sewer service. David prepared the study, which included a conceptual analysis of costs. Based upon the findings, the preliminary preferred alternative was to repair portions of the existing 12 vitrified clay pipe (VCP) sewer main that served Area 2. To finalize the decision, video inspection of 6,000 feet of sewer main was performed and segments of the sewer main were identified for replacement. David directed field survey of the existing manholes and correlated the survey and video inspection data. He identified segments of the existing storm drain that required replacement and directed preparation of the plans and specifications.

I-40/Needles Connector – Needles, California: design manager for a pavement replacement, accessibility upgrades and traffic signal

construction intended to replace aging infrastructure and improve traffic flow on one mile of city arterial streets. The street design includes both center-crowned and three-quarter crowned street sections, using existing curb where feasible and reconstructing three intersections to accommodate new traffic signals and additional turning lanes. David managed the design team, prepared the design in the most challenging project areas, managed the work of a traffic signal engineering subconsultant, and managed the construction cost estimate and value engineering tasks.

Mountain View Avenue Corridor Widening – San Bernardino County, California: deputy project manager for water line relocation design tasks and coordination with and plan approval by three cities, the County Flood Control District, Southern California Edison, Southern California Gas, San Bernardino Associated Governments, and a contractor hired by the client as the at-risk construction manager. David has directed much of the redesign of one mile of street widening and is spearheading the effort to reduce construction costs of a four-cell box culvert relocation of water mains for three cities at Mission Creek Channel.

Years of Experience: 38

Years with Parsons
Brinckerhoff: 5

Education:

MBA, Business
Administration

BS, Civil Engineering

**Professional
Credentials:**

Civil Engineer:
California (#C46216)

LEED Accredited
Professional (USGBC)

Certified Professional
in Storm Water Quality
(CPSWQ), (#0552)

Relevant Experience:

- Infrastructure storm drain design expert
- Excellent reputation in project management
- Led a design team for a \$140 million utility and roadway project, including storm drain and utility updates
- City projects include SR 60/Nason Street Interchange, Moreno Beach Plaza Phase 1 & 2, and SR 60/Moreno Beach Boulevard

Reference:

Ernie Wong
City Engineer; City of
Highland

27215 Baseline Road
Highland, CA 92346
(909)864-8732 x212
ewong@cityofhighland.
org

Ron Sklepko, PE, LEED AP, CPSWQ
Drainage Lead

Ron has 38 years of experience in the planning, design, and management of public works and land development improvement projects for government agencies and private developers. As operations manager of Parsons Brinckerhoff's San Bernardino office, he monitors the financial status of all design contracts, coordinates staff utilization and training, assists in technical project delivery, and participates in marketing and business development. He has developed a reputation of excellence in project management by maintaining good control over his projects, being thorough in design, and producing a set of plans and specifications that clearly conveys the intent of construction.

EVWD New Administration Campus – Highland, California: project manager for the \$17 million development of a new 29,600 square feet administration building and 5,300 square feet operations building on 24.7 acres on Greenspot Road in the City of Highland. Parsons Brinckerhoff has teamed up with Balfour Beatty Construction on this design-build project and provided environmental planning, preliminary engineering, final design engineering, construction staking and construction support services. The work started in November, 2012 and was completed in February 2014.

San Bernardino International Airport General Aviation Infrastructure – San Bernardino, California: project manager for the development of 32 acres of the San Bernardino International Airport for general aviation uses. Services include the design of streets, storm drain, drainage, sanitary sewer, water, pavement, and site grading. Demolition of existing structures from previous military uses was required to prepare the site. Construction to commence September 2014.

World Logistics Center – Moreno Valley, California: project manager

responsible for a proposed 2,600-acre industrial center for logistics distribution warehousing with planned build-out of 41.6 million square feet of space. Parsons Brinckerhoff is providing management, planning, traffic impact analysis and dry utility services to Highland Fairview, the sites private developer. Ron oversaw the preparation of a major traffic impact analysis as part of the environmental impact report (EIR) to address CEQA requirements. The project is scheduled to go before the City Council in early 2014 and will create thousands of much-needed construction and logistics warehousing jobs.

Twenty-nine Palms Marine Corps Air Ground Combat Center - North Mainside Expansion – San Bernardino County, California: deputy project manager for the design of infrastructure and utilities for eight new city blocks in the North Mainside area of Twenty-nine Palms under NAVFAC Southwest. Responsible for civil engineering design and contract management. Improvements include major earthwork, water utilities, sanitary sewer, electrical distribution, gas mains, high-temp hot water system, chilled water system and storm drainage.

Years of Experience: 34

Years with Parsons
Brinckerhoff: 21

Education:

BS, Civil Engineering

Relevant Experience:

- Principal-in-charge of more than 50 active infrastructure and facility contracts for both public and private clients, with a focus on client satisfaction, practice growth and staff development in a safe and sustainable environment
- Principal-in-charge and contract principal for more than 12,000 feet of storm drains for the Morongo Tribal Complex in Cabazon, California
- Contract principal for the extension of storm drain for the EVWD in Highland, California
- Extensive experience working with the City

Douglas Sawyer
Principal-in-Charge

Doug has 34 years of leadership and management experience throughout the western United States. Doug offers the proven ability to be a versatile and trustworthy manager who listens to his clients' needs and blending in the overall regulatory goals, such as improving regional mobility and quality of life. He brings extensive design, project management, construction management, right-of-way, surveying, materials testing, and regional management experience on a wide variety of transportation infrastructure and facility projects. In this capacity, he is responsible for all elements of running this major geographic area, including staffing, contractual, accounting, business development, client relations, and operations for an 80-person, 50-contract office.

EVWD New Administration Campus – Highland, California: contract principal for the \$17 million development of a new 29,600 square feet administration building and 5,300 square feet operations building on 24.7 acres on Greenspot Road in the City of Highland. Parsons Brinckerhoff has teamed up with Balfour Beatty Construction on this design-build project and provided environmental planning, preliminary engineering, final design engineering, construction staking and construction support services.

San Bernardino International Airport General Aviation Infrastructure – San Bernardino, California: principal-in-charge and contract principal for the development of 32 acres of the San Bernardino International Airport for general aviation uses. Services include the design of streets, storm drain, drainage, sanitary sewer, water, pavement, and site grading. Demolition of existing structures from previous military use is required to prepare the site. Construction will commence in early, 2014.

World Logistics Center – Moreno Valley, California: principal-in-charge and contract principal responsible for a

proposed 2,600-acre industrial center for logistics distribution warehousing with planned build-out of 41.6 million square feet of space. Parsons Brinckerhoff is providing management, planning, traffic impact analysis, and dry utility services to Highland Fairview, the private developer of the site. The project will create thousands of much needed construction and logistics warehousing jobs for the Inland Empire.

Morongo Administration Complex – Cabazon, California: principal-in-charge and contract principal for the construction of more than 12,000 feet of storm drain to service the Morongo Tribal Administration Complex. The Parsons Brinckerhoff team was responsible for the hydraulic design and future sewage projections for the proposed sewer main.

SANBAG Freeway Improvements – San Bernardino County, California: contract principal for two major contracts, the \$70 million SR 210 Segment 11 design that recently completed construction and the current I-15 Project Study Report for a 33-mile Express Lane corridor.

Years of Experience: 42

Years with Parsons
Brinckerhoff: 33

Education:

BA, Mathematics

**Professional
Credentials:**

Civil Engineer:
California (#43907)

Land Surveyor:
California (#6334)

Relevant Experience:

- Project manager on a current on-call contract with the City for surveying services
- Surveys task manager for multiple contracts involving storm drain, sewer and utility design, and construction staking
- Extensive experience in the Inland Empire
- Quality assurance and quality control specialist

Reference:

Marge Lazarus, PE
Senior Engineer
City of Moreno Valley,
Public Works
14177 Fredrick Street,
Moreno Valley, CA
92553
(951) 413-3133
margeryl@moval.org

Jim Elliott, PE, PLS
Survey/Right-of-Way Lead

Jim is both a licensed civil engineer and a licensed land surveyor and has 42 years of experience, primarily devoted to surveying, right-of-way engineering, and mapping in Southern California. He is responsible for surveying and mapping oversight quality assurance and quality control. His experience encompasses all aspects of surveying services related to major infrastructure facilities improvements, including all modes of transportation, water, municipal projects and educational, commercial and residential developments with particular emphasis on control surveys, surveys for aerial topographic mapping, tie-in surveys and mapping for design support, subdivision mapping, and right-of-way engineering.

City of Moreno Valley Survey On-Call – Moreno Valley, California: project manager for this five-year on-call services contract providing qualified professional survey consultation and map-checking services for the Cities Capital Improvement Program. Various recent projects include the SR 60/Day Street and Cactus Avenue 3rd Lane Widening Improvements. These projects involve checking of subdivision documents: parcel maps, certificate of compliance, and lot Line adjustment applications.

EVWD New Administration Campus – Highland, California: surveys task manager for the \$17 million development of a new 29,600 square feet administration building and 5,300 square feet operations building on 24.7 acres on Greenspot Road in the City of Highland. Jim is responsible for providing oversight and quality assurance and control for property boundary survey, aerial topographic mapping, ALTA/ACSM survey map and design surveys. Parsons Brinckerhoff has teamed up with Balfour Beatty Construction on this design-build project and provided environmental planning, preliminary engineering, final design engineering, construction staking and construction support services.

San Bernardino International Airport, General Aviation Infrastructure Improvements – San Bernardino, California: surveys task manager for this 32-acre project that will house the San Bernardino County Sheriff’s Aviation Unit and serve as the only general aviation hangars at the airport. The project is located in the portion of the airport identified by the Air Force as Area 2, which had multiple uses before Norton Air Force Base was decommissioned. Project tasks included studying several alternatives for providing sewer service. Jim provides oversight and quality assurance and control for aerial topographic mapping, design surveys and needed legal descriptions and plats. He also conducted the field survey of the existing manholes and correlated the survey and video inspection data.

Morongo Administration Complex – Cabazon, California: survey task manager for the construction of more than 12,000 feet of storm drain main to service the Morongo Tribal Administration Complex. The Parsons Brinckerhoff team was responsible for the hydraulic design and future storm drain and flood projections for the proposed main.

CHJ

Years of Experience: 40
Years with CHJ: 32

Education:

BGS, Geology/
Chemistry

Professional Credentials:

Civil Engineer:
California (#71276)

Geotechnical Engineer:
California (#3012)

Relevant Experience:

- City geotechnical plan approval process expert
- Worked on more than 100,000 feet of storm drain
- Infrastructure improvement design quality review specialty
- Broad experience in geotechnical quality assurance and control review process

Reference:

Patrick Watson, PE
Senior Engineer
Krieger & Stewart
Incorporated
3602 University Avenue
Riverside, CA 9250
(951) 684-6900
pwatson@
kriegerandstewart.com

Jim Cooke, PE, GE Geotechnical Lead

Jim has 40 years of experience in the civil engineering field dealing with geotechnical investigations and construction projects. His experience includes both public and private projects ranging from residential and commercial development, new and existing roadway improvements and upgrades, railroad improvements including grade separations and bridges, and public utility projects including fresh and wastewater treatment plants and reservoirs. He is responsible for report preparation and coordination and direction of all field work, including personnel, required equipment, and all laboratory testing and analysis. He also performs analysis of all data and laboratory results as well as formation of conclusions and recommendations for site grading, foundation design including axial and lateral pile support, slope stability, both static and seismic retaining walls, street structural section design and individual effluent disposal and storm water abatement system design, and any special or unusual conditions existing at the job site.

Jurupa Road Water Line Replacement Project – Jurupa, California: as principal engineer who provided the Geotechnical Investigation report prepared for the proposed Jurupa Road Water Line Replacement Project, which consisted of 4,300 lineal feet of water main along Jurupa Road between Agate Street and Feldspar Street.

Meeks and Daley Water Company Water Line Relocation, I- 215 and Warm Creek – San Bernardino, California: project Manager for the Geotechnical Investigation for this water line relocation project. The purpose of this investigation was to explore and evaluate the geotechnical conditions, and to provide appropriate geotechnical recommendations for design and construction of the proposed water main. This project consisted of the relocation by horizontal boring of approximately 300 linear feet of water main placed beneath the Interstate 215 Freeway just north of Orange Show Road.

Extension of 42-inch Milliken Avenue Transmission Main – Ontario, California:

project manager for this transmission main extension. The project consisted of: 1) a 42-inch transmission main for a total of approximately 13,700 feet along Milliken Avenue, with a 24-inch transmission main coincident with a portion of the 42-inch main, 2) two pressure-reducing stations, one at Schaeffer Avenue and Archibald Avenue and a second located at Riverside Drive and Milliken Avenue, and 3) an interconnection site located at Galena Street and Hamner Avenue. The purpose of this investigation was to explore and evaluate the geotechnical conditions along the subject alignment and at the pressure-reducing stations and interconnection site and to provide appropriate geotechnical recommendations for design and construction of the proposed improvements.

Proposed Sewer Pipeline Installation at Horsethief Canyon Road/De Palma Road – Riverside County, California: Geotechnical engineer performing the geotechnical investigation for this project, which consisted of 2,800 linear feet of sewer pipeline.

Years of Experience: 28

Years with Parsons
Brinckerhoff: 3

Education:

BS, Urban Planning

Professional

Credentials: American
Institute of Certified
Planners, 1995

Relevant Experience:

- Expert at coordinating with agencies such as Caltrans, the CDFW, USACE, the U.S. Fish and Wildlife Service and the RWQCB
- Preprocessing expert for environmental permits, completed several NEPA/CEQA permits for projects including Needles Highway, I-40 Needles connector and Administration Building
- Former planning commissioner at the City of Highland

Reference:

Mervat Mikhail, PE
Chief Transportation
Design Division
Department of Public
Works San Bernardino
County
825 E. 3rd Street
San Bernardino, CA
92415
(909)387-7940
MMikhail@sbcounty.
dpw.gov

Debra Meier, AICP

Environmental Lead

Debra is a senior urban planner and development industry professional with expertise in project management, land planning, environmental analysis and entitlement processes. As a former planning commissioner for the City of Highland, California, she was involved in the initial development of the city's general plan and development code. As a project manager for one of the nation's largest home builders, her responsibilities included completing the land use entitlement process (including all environmental and regulatory permitting), selecting project design consultants, managing consultant contracts and work products, preparing and managing project-specific budgets and schedules, selecting and managing land development contractors, and monitoring the land development construction schedule and budget.

EVWD New Administration Campus – Highland, California:

senior environmental planner for the \$17 million development of a new 29,600 square feet administration building and 5,300 square feet operations building on 24.7 acres of land on Greenspot Road in the City of Highland. Debra managed the project components that required obtaining development entitlements from the City of Highland, preparing CEQA documents for EVWD acting as CEQA lead agency, and assisting contractor with mitigated monitoring and condition compliance. Parsons Brinckerhoff teamed up with Balfour Beatty Construction on this design-build project and provided environmental planning, preliminary engineering, final design engineering, construction staking, and construction support services. The work started in November, 2012 and completed in April 2014.

Needles Highway - San Bernardino, California:

project manager for the NEPA/CEQA environmental documents required for Caltrans/ Federal Highway Administration (FHWA) clearance for the realignment and reconstruction of approximately

16 miles of Needles Highway from I-40 in the city of Needles to the Nevada state line. The project scope includes preliminary roadway design; all technical studies required for NEPA/CEQA clearance; final NEPA/CEQA documents, Section 106 Native American Consultation; a separate NEPA document prepared for clearance through Bureau of Indian Affairs; and regulatory permits from USACE, RWQCB, and CDFG.

I-40/Needles Connector - Needles, California:

project manager for the NEPA/CEQA environmental documents required for Caltrans/ FHWA clearance for a 1.07-mile corridor through the City of Needles connecting I-40 to the Colorado River Bridge. The project scope includes all technical studies required for NEPA/CEQA clearance, and final environmental documents support for right-of-way acquisition, complete design plans, and bid package and construction management. On behalf of the City of Needles Debra supported all of the Caltrans processes, authorization requests and RTP/FTIP updates.

GPSi

Years of Experience: 26

Education:

BA, Geography & Biology

Professional Credentials:

Certificate in C-programming & Visual Basic programming

Certificate program in ArcInfo GIS & Advanced Microstation

Paul Hamilton-Rivers Aerial Mapping

Paul has 26 years of experience in photogrammetric operations and management with an emphasis on project management and photogrammetric digital applications. He was previously COO of Stewart Geo Technologies and senior project manager at Airborne Systems, Inc., responsible for project management, formulation of the project approach, layout of ground control and flight lines, and preparation of cost estimates and proposals. He will coordinate with our survey crew, and Caltrans district coordinator to monitor overall work flow, quality control procedures, production times and cost allocations to verify that projects are completed on time, to specification, and within budget.

Relevant project experience with photogrammetric mapping and orthophotography projects:

- SR 60/Nason Overcrossing Improvements Project
- SR 60/Graham Street
- Bristol Street/17th Street Santa Ana Street Widening
- Mountain View Avenue Bridge Digital Mapping & Orthophotography
- East Palm Canyon Drive Bridge Widening Improvements Cathedral City

BP

Years of Experience: 26

Education:

College Courses

Jim Mihld Potholing

As division manager/project manager of BPC's Subsurface Utility Engineering (SUE) Division. Jim has extensive experience in utility designation, locating, and coordination. He has successfully managed more than 200 projects since the SUE division was started in 2008. Jim has 26 years' experience in underground utility location. Jim provides project management and estimates for SUE projects for Bordereau Pipeline Company. During his career, he has served as gas technician, vac rig foreman, general foreman, and field superintendent. He holds an active registration with the National Association of Corrosion Engineers (NACE) International and is trained to comply with OSHA's 19CFR 1910.146 permit required confined space.

Potholing and pipeline project experience:

- Broadway Sewer Improvements, Citywide Sanitary Sewer Improvement Program/Projects, Group 4, Anaheim
- Portola Hills Lift Station Gravity Sewer Project, Irvine Ranch Water District
- East Orange Major Infrastructure Improvements Project, Irvine Community Development Company
- I-15 / I-215 Devore Junction Improvements Project, San Bernardino County
- On-Call Subsurface Utilities, Caltrans

Years of Experience: 10

Education:

BS, Business Management

Roberto Morales
Hydrology & Hydraulics

Roberto has 10 years of civil engineering design experience. He has provided design and drafting on a number of site and street improvement projects (public and private), including the design of sewer, water, storm drain, erosion control plans, and rough/precise grading. He has produced calculations and reports for hydrology, hydraulics, fire flow water modeling, SWPPPs, water quality management plans, and earthwork modeling calculations. He is proficient in the use of AutoCAD Civil 3D, AutoDesk Land desktop, Microsoft Office Suite, HydroWIN, Flowmaster, WaterCAD, HEC-RAS, and Water Surface Pressure Gradient (WSPG), Microstation V8i, and InRoads Storm and Sanitary.

Roberto worked on the following projects providing hydrology and hydraulics:

- EVWD New Administration Campus
- Chino Airport Improvements
- San Bernardino International Airport General Aviation Infrastructure Improvements
- Stater Bros Distribution Center
- Morongo Band of Mission Indians, Administration Complex, Phase 1, Cabazon
- Staten Island Expressway (I-278)
- Mountain View Avenue Corridor Widening
- University Village
- Expo II Light Rail Project
- Mid-Coast Transit

Years of Experience: 11

Education:

MEM, Hydrology
BA, Environmental Science

Professional Credentials:

Certified Professional in Erosion and Sediment Control (#6155)
Qualified SWPPP Developer (#20110)

Jarrold Miller, CPESC, QSD
Water Quality

Jarrold is experienced in water quality analysis, hydrologic modeling and design of channels, detention basins, storm drains, and stormwater treatment systems. His background includes numerous Inland Empire development projects, and he has extensive experience preparing drainage designs for local agency approval. Jarrold's project responsibilities have encompassed the development of BMPs, SWPPP, water quality management plans, and storm water data reports.

Projects experience as the water quality engineer includes:

- SR 60/Nason Street Interchange Improvement Project
- Greenspot Road Improvement Project
- EVWD New Administration Campus
- University Village
- I-15/La Mesa Street/Nisqualli Road Interchange Improvements
- Rimforest Lumber Expansion
- Poma George Webster Gas Station
- City of Fontana Project No. 3-4 Master Plan Improvements
- Fairview Valley Drainage Master Plan Improvements

Years of Experience: 27

Education:

BS Degree
Masters Degree Program

Professional Credentials:

Land Surveyor: California (#7563)

Janeen Nedlik, PLS
Right-of-Way

Janeen has more than 27 years of right-of-way, land surveying and civil engineering experience and has been involved with numerous projects covering all phases of surveying and property analysis, as well as design. Highway and transportation project experience includes rail, bridges, roadway and highway improvements.

Janeen has worked on the following projects providing relevant right-of-way services:

- Moreno Valley Survey On-Call
- Cactus and Nason Street Survey Improvements
- EVWD New Administration Campus
- SR 60/Theodore Street Improvement project
- San Bernardino International Airport General Aviation Infrastructure Improvements
- Highlands Specific Plan Improvement

Years of Experience: 18

Education:

MS, Environmental Studies
BS, Biological Sciences

Professional Credentials:

American Institute of Certified Planners, 2006

Stephanie Oslick, AICP
Environmental Permitting

Stephanie is a senior environmental planner and permitting specialist with experience successfully managing the environmental planning process on a wide array of transportation-related projects. She prepared environmental documents and reports to comply with NEPA, CEQA and other environmental regulations, obtaining environmental permits and coordination with local, state, and federal officials. Her agency coordination works has included personnel from the ACOE, Caltrans, U.S. Fish and Wildlife Service, RWQCB, CDFW, and the California Coastal Commission (CCC). Stephanie has authored, edited and peer-reviewed environmental documents and biological technical reports and prepared presentations for public meetings and professional organizations.

Stephanie has worked on the following projects, providing relevant environmental services:

- Regulatory permitting lead for the I-15/La Mesa/Nisqualli Road Interchange project
- Regulatory permitting lead for the SR 60/Nason Street Interchange project
- Quality Assurance/Control of environmental documents for the Needles Highway Improvement
- Addressed cliff swallow nesting impacts caused by the Anaheim Regional Transportation Intermodal Center Infrastructure Improvements
- Regulatory permitting lead for the Merris Street Improvements
- Environmental lead for three bridge replacement projects in San Francisco for the Caltrain Joint Power Authority

Years of Experience: 23

Education:

BS, Civil Engineering

Professional Credentials:

Civil Engineer:
California (#74831)

Rafael Gonzalez, PE
Project Engineer

Rafael brings more than 22 years of experience providing civil design engineering and construction. He has provided design support for numerous projects, including those in the infrastructure arena. Rafael has been responsible for the design of several disciplines, such as sewer systems, water distribution networks and stormwater drain collection systems, erosion control plans, striping and signage, and rough and precise grading. He has also provided basic structural analysis and design of concrete and steel structures, geometric design for bridges and grade separations, quantity take-offs, construction staking data to surveying crews, production of construction blueprints and bidding documents, and resolution of contractor's construction issues.

Rafael has worked on the following projects as the project engineer:

- EVWD New Administration Campus
- San Bernardino International Airport General Aviation Infrastructure Improvements
- Expo II Light Rail Transit
- University Village Infrastructure Design, Loma Linda
- Morongo Band of Mission Indians, Administration Complex, Phase 1, Cabazon
- Twentynine Palms Marine Corps Air Ground Combat Center Mainside Expansion
- Mountain View Avenue Corridor Widening

Resource Matrix

The resource matrix contains a breakdown of services/tasks to be performed and associated personnel hours by professional classification.

**CITY OF MORENO VALLEY
SUNNYMEAD MASTER DRAINAGE PLAN LINE F AND LINE F-7
PARSONS BRINCKERHOFF RESOURCE MATRIX**

PB Job No. 201405324

Date: August 22, 2014, Revised Sept. 2, 2014

Task Number	Task Description	Number of sheets	Engineering													Environmental			Survey & Mapping					Total Task Hours		
			Doug Sawyer, Area Manager	David Hammer, PE, Project Manager	Ron Sklepko, PE, Drainage Lead	Rafael Gonzales, Project Engineer	Roberto Morales, Hydrology Engineer	Jarrold Miller, Drainage Engr.	Josh Hernandez, CAD Tech	Dan Haynes, Utility Coord.	Jonathan Hofert, Traffic Engineer	Curt Ingraham, PE, QA/QC, Value Engr.	Richard Dinkelmann, QA/QC	Kathy Stewart, CS Technician	Cynthia Cavazos, Project Administrator	Tami Baynes, Admin	Debra Meier, Project Manager	Stephanie Oslick, AICP, Env. Permits	Jessica Wilkinson, AICP, Envir. Planner	Jim Elliot, PLS, Survey Manager	Janeen Nedlik, PLS, RW Manager	Janice Haynes, Survey Tech	Anthony Placencia, CAD Drafter		Jeffrey Terry, Survey Crew Chief	Ryan Williams, Survey Chairman
G	General	-	4	48	40	6	-	2	-	-	-	-	-	-	-	-	-	5	5	-	-	-	-	-	-	110
G1	Project Meetings (Kickoff, PDTs, City Council)		3	46	30	6		2										5	5							97
G2	Schedule		1	2	10																					13
1.0	Phase 1: 35% Level Completion	15	4	139	103	213	64	118	214	40	20	8	40	-	20	28	110	145	127	24	79	136	84	56	56	1,828
1.1	Report of Project Issues		1	16	9	24	4	4								4	10	10	12							94
1.2	Research of Record Information (& Field Review)			12	6	3					32															53
1.3	Permit Processing																									-
1.3a	CEQA / NEPA Processing				8								10			6	65	70	65							224
1.3b	Environmental Permits - ACOE, CDFW, RWQCB			16	10				36	16						8	35	65	50							236
1.3c	Caltrans Encroachment Permit			8	4	24			20	16			10													82
1.4	Geotechnical Investigation				2	2																				4
1.5	Survey and Topographic Mapping			5	2	4									2					4	22	16		42	42	139
1.6	Existing Utility Research				2	2					8															12
1.7	Utility Potholing			2	2	2									4	6				4	9	48	12	14	14	117
1.8	Right-of-Way Research and Deeds, Incl PTRs			4	2	10									8					16	48	72	72			232
1.9	35% Complete Design Plans	15	2	60	40	130			150						6											388
1.9a	Prelim. Hydrology and Hydraulics Report / LID			16	6		60	58	32						4											176
1.10	Prelim. Engr's Opinion of Probable Construction Costs				6	12																				18
1.11	Quality Assurance / Quality Control Reviews		1		4							8	40													53
ODC1.0	Other Direct Costs																									-
2.0	Phase 2: 35% - 100% Level Completion	15	3	175	88	318	20	80	220	32	-	26	40	40	6	8	-	-	-	-	-	-	-	-	-	1,056
2.1	100% Complete Design Plans	15	2	80	45	250			180						6											563
2.1a	Final Hydrology and Hydraulics Report			6	2		20	20	8																	56
2.2	Project Specifications			45	6	16						16	40													123
2.3	Engineer's Opinion of Probable Construction Costs				6	16																				22
2.4	Storm Water Compliance - SWPPP Report			6	4			60	8							8										86
2.5	Utility Coordination			2	1						32															35
2.6	Quality Assurance / Quality Control Reviews		1		4							6	40													51
2.7	Budget Analysis and Adjustment			6	10	12			24																	52
2.8	Bid Process - Questions during bidding			30	10	24						4														68
ODC2.0	Other Direct Costs																									-
3.0	Phase 3: Advertising, Bidding & Constr. Support		1	76	44	86	-	-	48	-	-	6	2	-	6	-	-	-	-	-	-	-	-	-	-	269
3.1	Pre-Construction Meeting			6	8																					14
3.2	Construction Support		1	64	30	40						6			6											147
3.3	Record Drawings			6	4	30			48																	88
3.4	GASB 34 Documentation				2	16							2													20
ODC3.0	Other Direct Costs																									-
4.0	Additional Services Budget		-	24	9	40	-	8	60	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	149
4.1	Additional Work if Requested & Authorized by City		-	24	9	40	-	8	60	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	149
Column Totals:		30	12	462	284	663	84	208	542	72	20	40	90	40	32	36	115	150	127	24	79	136	84	56	56	3,412

CHJ Consultants - Resource Allocation Matrix

City of Moreno Valley
Sunnymead Master Drainage Plan Line F and F-7
Project No. 804 0008 70 77
Geotechnical Investigation

FIELD ACTIVITIES			
TASKS	DESCRIPTION	PERSONNEL ASSIGNED	HOURS
Mark Borings	Mark the boring locations, call Dig Alert	Staff Geologist	4
Soil Borings	Traffic Control	A Cone Zone	LS
	Hollow Stem Auger Drill Rig	2R Drilling	10
	Sampling and Logging	Staff Geologist	10
Infiltration Testing	Double Ring Infiltrometer Testing	Field Technician	4
	Backhoe - Excavate Infiltration test area	Backhoe Operator	4
Coring	Traffic Control	A Cone Zone	LS
	AC Patching per City of Moreno Valley Standard Plans	Roquet Paving	LS
	Coring (includes coring equipment and operator)	Field Technician	8
Test Pits	Backhoe - Excavate Test Pits	Backhoe Operator	4
	Sample and log Test Pits	Staff Geologist	8
OFFICE ACTIVITIES			
Geology	Review aerial photos, site geology, groundwater, seismic design parameters	Geology	10
Engineering Analysis	Traffic Control Plans (stamped by a civil engineer)	A Cone Zone	20
	Caltrans and City of Moreno Valley Encroachment Permits	Project Engineer	8
	Boring Logs, report preparation, infiltration rates	Staff Engineer	8
	Jack and Bore , slopes, trenches, foundation design, pavement design	Project Engineer	24
Final Report	Prepare report, drafting, typing, final review	Drafting	10
		Clerical	2
		Principal Engineer	2
Total Hours for Field and Office Activities:			136
LABORATORY TESTING			
LABORATORY TEST		QUANTITY	
In-situ density and moisture		35	
Moisture Contents		10	
Optimum Moisture and Dry Density		2	
Direct Shear- undisturbed		4	
Expansion Index		2	
Sand Equivalent		4	
Sieve Analysis		4	
R-value		2	
Corrosivity Testing		2	
No. 200 Wash		10	
Estimated Total Tests			75

Billing Rates

Title/Role and Name

Principal-in-Charge - Doug Sawyer	\$280
Project Manager - David Hammer, PE, QSD	\$161
Drainage Lead - Ron Sklepko, PE, LEED AP, CPSWQ	\$202
Water Quality - Jarrod Miller, CPESC, QSD	\$151
Project Engineer - Rafael Gonzalez, PE	\$155
Hydrology & Hydraulics - Roberto Morales	\$126
Traffic Engineer - John Hofert, PE, TE, TCE	\$147
Constructability - Curt Ingraham, PE	\$249
QA/QC Reviewer - Richard Dinkelman, PE.	\$90
Utility Coordinator - Dan Haynes	\$136
Project Administrator - Cynthia Cavazos	\$122
Administrative Assistant - Tami Banyes	\$62
Environmental Manager - Debra Meier, AICP	\$201
Environmental Permitting - Stephanie Oslick, AICP	\$208
Environmental Planner - Jessica Wilkinson, AICP	\$103
Right-of-way/Surveyor Lead - Jim Elliott, PE, PLS.	\$253
Right-of-way- Janeen Nedlik, PLS.	\$183
Licensed Land Surveyor/Chief-of-Parties - Janice Haynes	\$147
Sr. CADD Technician - Anthony Placencia	\$139
CADD Technician - Josh Hernandez.	\$103
Survey Crew - Jeffery Terry and Ryan Williams	\$251
GPSi:	
Aerial Mapping - Paul Hamilton-Rivera	Lump Sum \$7,000
BP:	
Pothole	\$1,200 each (x15)
CHJ:	
Managing Engineer/GE - Jim Cooke, PE, GE	\$180
Engineer/Geologist	\$180

Fee Proposal

A fee proposal containing a breakdown of services/tasks to be performed and associated personnel hours by professional classification, rate schedule, listing of reimbursable items, and list of subconsultant fees is included under a separate sealed envelope.

Certificates

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED PARSONS BRINCKERHOFF, INC. 1326708 ONE PENN PLAZA NEW YORK NY 10119		

COVERAGES PARBR02 **CERTIFICATE NUMBER:** 12656467 **REVISION NUMBER:** XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input 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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			WC STATU-TORY LIMITS _____ OTH-ER _____ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103611	11/1/2013	11/1/2014	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION


12656467 AS MATTER OF RECORD	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 
---------------------------------	---

Forms

Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Lloyd Graham</u> Title: <u>Senior Vice President</u> 212-465- Telephone No.: <u>5000</u> Date: <u>June 19, 2014</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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Certification for Contracts, Grants, Loans, and Cooperative Agreements
(Federal Fiscal Year 2013 to 2014)

I, Lloyd Graham, Senior Vice President, hereby certify on behalf of
(Name and title of Grantee official)

of Parsons Brinckerhoff, Inc., that
(Name of Grantee)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan of cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19th of June, 2014.



By:

(Signature of authorized official)

Lloyd Graham, Senior Vice President

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____ 8. Federal Action Number, if known:		
(If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): Signature: _____ Print Name: <u>Robert J. Johnson</u> Title: <u>President</u> Telephone No.: <u>909.824.7311</u> Date: <u>6/18/2014</u>		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Federal Use Only:	

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"NOT APPLICABLE"
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: JIM MIHLER Title: SUE MANAGER Telephone No.: 951 493-6780 Date: 6-18-2014	
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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance N/A	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award N/A	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ N/A
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known N/A Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable:	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A \$	
10. Name and Address of Lobbying Entity (If individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (Last name, first name, MI): N/A	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u><i>Paul Hamilton-Rivers</i></u> Print Name: <u>PAUL HAMILTON-RIVERS</u> Title: <u>CMEF OPERATIONS OFFICER</u> Telephone No.: <u>949.459.3051</u> Date: <u>6/20/14</u>	
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LIST OF SUBCONSULTANTS

PROJECT NAME: #3 Sunnymead Master Drainage Plan Line F and Line F-7

PROJECT NO: 804 0008 70 77

CONSULTANT NAME: Parsons Brinckerhoff

NAME CHJ Consultants	DESCRIPTION OF SUBCONSULTANT'S WORK: CHJ's primary functions are: 1. Geotechnical Investigation 2. Infiltration Testing 3. Pavement Evaluation
TELEPHONE (909) 824-7311	
ADDRESS 1355 E. Cooley Drive, Suite C	
CITY, STATE ZIP Colton, CA 92324	

NAME Boudreau Pipeline Corporation	DESCRIPTION OF SUBCONSULTANT'S WORK: Utility potholing
TELEPHONE (951) 493-6780	
ADDRESS 175 Vander Street	
CITY, STATE ZIP Corona, CA 92880	

NAME Geospatial Professional Solutions, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK: Aerial survey and photogrammetric mapping services
TELEPHONE (949) 459-3051	
ADDRESS 3151 Airway Ave #G2	
CITY, STATE ZIP Costa Mesa, CA 92626	

Duplicate this form as necessary to report all subconsultant(s) information.



**PARSONS
BRINCKERHOFF**

June 25, 2014, Revised August 25, 2014

Mr. Quang Nguyen, PE
Senior Engineer
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553

451 East Vanderbilt Way
Suite 200
San Bernardino, CA 92408
Main: 909-888-1106
Fax: 909-889-1884

www.pbworld.com

**RE: Sunnymead Master Plan Storm Drain Line F and Line F-7
Project No. 804 0008 70 77**

Dear Mr. Nguyen:

Attached is the requested cost proposal for project number 804 0008 70 77 Sunnymead Master Plan Storm Drain Line F and Line F-7 project. Parsons Brinckerhoff is proposing to complete the project within the 21-month schedule.

Very truly yours,

PARSONS BRINCKERHOFF, INC.



Douglas B. Sawyer
Senior Vice President/Inland Empire Area Manager

Task Number	Task Description	Number of sheets	Engineering														Environmental			Survey & Mapping							Total Task Hours	Geotech Subconsultant: CHJ Consultants	Pothing Subconsultant: Boudreau Pipeline Corp.	Aerial Mapping Subconsultant: GPSi	Subconsultant Markup (5%)	Technical Studies CEQA/NEPA (Air Quality, Biology, Cultural)	ODC	Total Fee				
			Doug Sawyer, Area Manager	David Hammer, PE, Project Manager	Ron Sklepko, PE, Drainage Lead	Ratael Gonzales, Project Engineer	Roberto Morates, Hydrology Engineer	Jarrod Miller, Drainage Engr.	Josh Hernandez, CAD Tech	Dan Haynes, Utility Coord.	Jonathan Hofert, Traffic Engineer	Curt Ingraham, PE, QA/QC, Value Engr.	Richard Dinkelmann, QA/QC	Kathy Stewart, CS Technician	Cynthia Cavazos, Project Administrator	Tami Baynes, Admin	Debra Meier, Project Manager	Stephanie Oslick, AICP, Env. Permits	Jessica Wilkinson, AICP, Envir. Planner	Jim Elliot, PLS, Survey Manager	Janeen Nedlik, PLS, R/W Manager	Janice Haynes, Survey Tech	Anthony Placencia, CAD Drafter	Jeffrey Terry, Survey Crew Chief	Ryan Williams, Survey Chairman													
Hourly Billing Rate:			\$280	\$161	\$202	\$155	\$126	\$151	\$103	\$136	\$147	\$249	\$90	\$83	\$122	\$62	\$201	\$208	\$103	\$253	\$183	\$147	\$139	\$132	\$127													
G	General	-	4	48	40	6	-	2	-	-	-	-	-	-	-	5	5	-	-	-	-	-	-	-	110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,218		
G1	Project Meetings (Kickoff, PDTs, City Council)		3	46	30	6	-	2	-	-	-	-	-	-	-	5	5	-	-	-	-	-	-	97												17,595		
G2	Schedule		1	2	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13												2,623		
1.0	Phase 1: 35% Level Completion	15	4	139	103	213	64	118	214	40	20	8	40	-	20	28	110	145	127	24	79	136	84	56	56	1,828	\$ 35,959	\$ 18,000	\$ 7,000	\$ 3,048	\$ 25,000	\$ 14,700					379,050	
1.1	Report of Project Issues		1	16	9	24	4	4	-	-	-	-	-	-	-	4	10	10	12	-	-	-	-	-	94												15,068	
1.2	Research of Record Information (& Field Review)		-	12	6	3	-	-	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53												7,970	
1.3	Permit Processing		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-													
1.3a	CEQA / NEPA Processing		-	-	8	-	-	-	-	-	-	-	-	-	10	-	-	6	65	70	65	-	-	-	-	224					\$ 25,000							62,747
1.3b	Environmental Permits - ACOE, CDFW, RWQCB		-	16	10	-	-	36	16	-	-	-	-	-	8	35	65	50	-	-	-	-	-	-	236												37,855	
1.3c	Caltrans Encroachment Permit		-	8	4	24	-	20	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	82												11,940	
1.4	Geotechnical Investigation		-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	\$ 35,959				\$ 1,798							38,470	
1.5	Survey and Topographic Mapping		-	5	2	4	-	-	-	-	-	-	-	-	2	-	-	-	-	4	22	16	-	42	42	139			\$ 7,000	\$ 350								27,694
1.6	Existing Utility Research		-	-	2	2	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12												1,803	
7	Utility Pothing		-	2	2	2	-	-	-	-	-	-	-	-	4	6	-	-	-	4	9	48	12	14	14	117		\$ 18,000		\$ 900								35,803
8	Right-of-Way Research and Deeds, Incl PTRs		-	4	2	10	-	-	-	-	-	-	-	-	4	8	-	-	-	16	48	72	72	-	-	232						\$ 7,000						44,003
9	35% Complete Design Plans	15	2	60	40	130	-	-	150	-	-	-	-	-	6	-	-	-	-	-	-	-	-	-	388												54,641	
9a	Prelim. Hydrology and Hydraulics Report / LID		-	16	6	-	60	58	32	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	176												23,622	
10	Prelim. Engr's Opinion of Probable Construction Costs		-	-	6	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18												3,069	
1.11	Quality Assurance / Quality Control Reviews		1	-	4	-	-	-	-	-	-	8	40	-	-	-	-	-	-	-	-	-	-	-	53												6,665	
ODC1.0	Other Direct Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							\$ 7,700					7,700	
2.0	Phase 2: 35% - 100% Level Completion	15	3	175	88	318	20	80	220	32	-	26	40	40	6	8	-	-	-	-	-	-	-	-	1,056	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200					156,484	
2.1	100% Complete Design Plans	15	2	80	45	250	-	-	180	-	-	-	-	-	6	-	-	-	-	-	-	-	-	-	563												80,539	
2.1a	Final Hydrology and Hydraulics Report		-	6	2	-	20	20	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56												7,725	
2.2	Project Specifications		-	45	6	16	-	-	-	-	-	16	-	40	-	-	-	-	-	-	-	-	-	-	123												18,262	
2.3	Engineer's Opinion of Probable Construction Costs		-	-	6	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22												3,687	
2.4	Storm Water Compliance - SWPPP Report		-	6	4	-	-	60	8	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	86												12,130	
2.5	Utility Coordination		-	2	1	-	-	-	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35												4,882	
2.6	Quality Assurance / Quality Control Reviews		1	-	4	-	-	-	-	-	-	6	40	-	-	-	-	-	-	-	-	-	-	-	51												6,167	
2.7	Budget Analysis and Adjustment		-	6	10	12	-	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	52												7,321	
2.8	Bid Process - Questions during bidding		-	30	10	24	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	68												11,571	
ODC2.0	Other Direct Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							\$ 4,200					4,200	
3.0	Phase 3: Advertising, Bidding and Construction Support		1	76	44	86	-	-	48	-	-	6	2	-	6	-	-	-	-	-	-	-	-	-	269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,163					44,257	
3.1	Pre-Construction Meeting		-	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14												2,584	
3.2	Construction Support		1	64	30	40	-	-	-	-	-	6	-	-	6	-	-	-	-	-	-	-	-	-	147												25,082	
3.3	Record Drawings		-	6	4	30	-	-	48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	88												11,369	
3.4	GASB 34 Documentation		-	-	2	16	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	20												3,059	
ODC3.0	Other Direct Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							\$ 2,163					2,163	
	Additional Services Budget		-	24	9	40	-	8	60	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					19,991	
	Additional Work if Requested & Authorized by City		-	24	9	40	-	8	60	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	149												19,991	
	Column Totals:	30	12	462	284	663	84	208	542	72	20	40	90	40	32	36	115	150	127	24	79	136	84	56	56	3,412	\$ 35,959	\$ 18,000	\$ 7,000	\$ 3,048	\$ 25,000	\$ 21,063					620,000	

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Item No. A.7

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

Report to City Council

TO: Mayor and City Council

FROM: Thomas M. DeSantis, Assistant City Manager

AGENDA DATE: September 23, 2014

TITLE: APPROVE RESOLUTION NO. 2014-78, SETTING FORTH THE CITY OF MORENO VALLEY'S COMMITMENT TO SUPPORTING AND PROMOTING A "HEALTHY MORENO VALLEY"

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-78. A Resolution of the City Council of the City of Moreno Valley, California, Setting Forth the City of Moreno Valley's Commitment to Supporting and Promoting a "Healthy Moreno Valley".

SUMMARY

The Riverside County Health Coalition is encouraging jurisdictions to adopt a Healthy City policy to promote a healthy way of living in communities throughout the County. The City and its community partners can advocate for safe places for residents to be active at parks, ball fields, pools, gyms, and recreation centers. Developing healthy neighborhoods that provide places where walking and bicycling are safe and convenient for all residents is a key feature of the program. Partnerships with our school districts play a significant role in enhancing neighborhood health and safety, assuring that children have safe routes to schools.

DISCUSSION

Chronic disease is a significant public health challenge in the 21st Century. This burden impacts quality of life, productivity and drives substantial increases in health care costs. Four chronic diseases (heart disease, cancers, lung disease, and stroke) cause more than 62% of early deaths. Chronic diseases can be prevented by improving nutrition, remaining physically active, and ceasing tobacco use.

The Healthy Riverside County Initiative offers a comprehensive approach to improve health and promote livable communities through partnerships, policies and systems. The Initiative's priorities include increasing access to healthy foods, increasing opportunities for physical activity, reducing tobacco use, creating a workplace culture of health, and encouraging the adoption of "Healthy City" resolutions. In 2009, the Riverside County Health Coalition was formed by a number of jurisdictions and agencies that desire to improve overall health conditions in Riverside County. The Coalition is working to implement two goals: 1) to encourage local jurisdictions to adopt Healthy City resolutions; and 2) to increase access to and availability of healthy foods.

In January 2014, the Riverside County Health Coalition completed a *Healthy City Resolution Toolkit: A Practical Guide to Adopting a Healthy City Resolution in Riverside County*. This Toolkit contains information, a Healthy City Resolution Template, examples of adopted resolutions, and other resources to guide jurisdictions in adopting policies that support healthy and active living. The entire Toolkit is available online at: <http://healthyriversidecounty.org/home/index.php/building/healthy-riverside-resolution>.

FISCAL IMPACT

There is no fiscal impact to the City of Moreno Valley.

CITY COUNCIL GOALS

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

ATTACHMENTS

Attachment 1: Proposed Resolution

Prepared By:
Julie Reyes
Sustainability/Intergovernmental Programs Manager

Department Head Approval:
Thomas M. DeSantis
Assistant City Manager

RESOLUTION NO. 2014-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SETTING FORTH THE CITY OF MORENO VALLEY'S COMMITMENT TO SUPPORTING AND PROMOTING A "HEALTHY MORENO VALLEY"

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (WRCOG) supports policies that focus on health and wellness and healthier lifestyles in all communities; and

WHEREAS, many agencies have adopted policies and programs that promote healthy lifestyles by making their communities walkable, promoting physical activity, encouraging access to fresh foods and vegetables in the city, county, or school facilities; and

WHEREAS, there are important, long-term community benefits to be gained by encouraging healthy lifestyles, including a decrease in the rate of obesity and its negative health-related impacts and cost; and

WHEREAS, the City and its community partners can advocate for safe places for residents to be active at parks, ball fields, pools, gyms, and recreation centers; and

WHEREAS, the City supports the development of healthy neighborhoods that provide places where walking and bicycling are safe and convenient for all residents; locally grown, affordable, accessible and nutritious food; and a place where residents live in a clean, optimal environment free of hazards; and

WHEREAS, regional collaboration can lead to developing and forging strong relationships, and communities can maximize resources ensuring that healthier community development occurs; and

WHEREAS, local schools play a significant role in enhancing neighborhood health and safety, the City is supportive of assuring that children have safe routes to schools.

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

The City will work with other jurisdictions, County departments, community partners, and regional agencies to support preventive measures, develop initiatives and programs to fight obesity and chronic disease, and create or support existing coalitions, such as the Riverside County Health Coalition, which collectively advance community health and wellness.

1
Resolution No. 2014-78
Date Adopted: September 23, 2014

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-78²
Date Adopted: September 23, 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. 2014-78 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

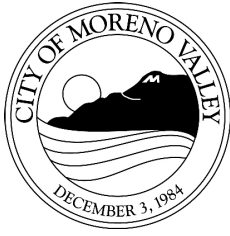
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2014-78
Date Adopted: September 23, 2014

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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; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: September 23, 2014

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2014-79. A Resolution of the City Council of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.
2. The City Council, acting in the capacity of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Adopt Resolution No. SA 2014-03. A Resolution of the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

SUMMARY

On June 24, 2014, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

DISCUSSION

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. The review of Oversight Board's Conflict of Interests Code is scheduled for September 24, 2014 Oversight Board meeting.

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolutions and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

City Attorney

None

City Clerk's Department

None

City Manager's Office

Sustainability & Intergovernmental Program Manager (added)
Management Analyst (added)
Assistant to the City Manager (deleted)

Administrative Services Department (consolidated)

Library services were outsourced:
Library Services Division Manager (deleted)
Principal Librarian (deleted)
Librarian (deleted)
Library Circulation Supervisor (deleted)

Community and Economic Development Department (CEDD)

Assistant to the City Manager (added)

Building & Neighborhood Services Division Manager (title change)
Code & Neighborhood Services Official (deleted)
Code Compliance Field Supervisor (added)
Principal Planner (added)
Business Support & Neighborhood Programs Administrator (deleted)

The following positions were moved to Financial & Management Services Department,
Financial Resources Division:

Senior Financial Analyst (deleted)
Management Analyst (deleted)
Housing Program Coordinator (deleted)
Housing Program Specialist (deleted)

Land Development Division positions were moved under Public Works Department:

Engineering Division Manager (deleted)
Senior Engineer (deleted)
Associate Engineer (deleted)
Construction Inspector (deleted)
Management Analyst, LD (deleted)

Storm Water Program Manager (deleted)
Associate Environmental Engineer (deleted)
Environmental Analyst (deleted)

Financial & Management Services Department

Chief Financial Officer/City Treasurer (title change)
Landscape District Program Manager (deleted)
Landscape Development Coordinator (deleted)
Special Districts Budget and Accounting Supervisor (deleted)
Budget Officer (deleted)
Financial Resources Division Manager (added)
Housing Program Coordinator (added)
Senior Financial Analyst (added)
Management Analyst (added)
Management Assistant (added)

Fire Department

Fire Marshall (deleted; County position)

Parks and Community Services Department

Parks Maintenance Division Manager (deleted)
Recreation Program Coordinator (added)
Recreation Services Division Manager (deleted)
Children Services Supervisor (deleted)
Senior Citizens Center Coordinator (added)
Management Analyst (added)
Banquet Facility Representative (added)

Public Works Department (PW)

Senior Financial Analyst (deleted)

Land Development Division positions were moved to PW from CEDD

Engineering Division Manager (added)
Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Storm Water Program Manager (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Business Support & Neighborhood Programs Administrator (position eliminated/deleted)
Chief Financial Officer/City Treasurer (added)

Each position listed in the City as Successor Agency Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in

the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Landscape Development Coordinator (position eliminated/deleted)
Special Districts Budget and Accounting Supervisor (position eliminated/deleted)

Each position listed in the Community Services Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Position title change from Housing Authority Human Resources Director to Administrative Services Director.

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed City Council Resolution
2. Proposed City as Successor Agency (SA) Resolution

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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RESOLUTION NO. 2014-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

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

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B

attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2014-79
Date Adopted: September 23, 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. 2014-79 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-79³
Date Adopted: September 23, 2014

APPENDIX A

**OFFICERS, EMPLOYEES AND OTHER PERSONS
TO BE COVERED BY
THE CITY OF MORENO VALLEY
CONFLICT OF INTEREST CODE**

<u>DESIGNATED OFFICERS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>
<u>City Council:</u>	
Council Member	2
<u>City Boards and Commissions:</u>	
Member of the Planning Commission	2
<u>City Attorney's Office:</u>	
City Attorney	2
Assistant City Attorney	1
Deputy City Attorney	1
<u>City Clerk's Office:</u>	
City Clerk	1
Executive Assistant to Mayor and City Council	1
<u>City Manager's Office:</u>	
City Manager	2
Assistant City Manager	1
Management Analyst	1
Sustainability & Intergovernmental Program Manager	1
<u>Administrative Services Department:</u>	
Director	1
Senior Human Resources Analyst	1
Human Resources Analyst	1
Purchasing & Facilities Division Manager	1
Animal Services Division Manager	1

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Resolution No. 2014-79
Date Adopted: September 23, 2014

Community and Economic Development Department:

Director	1
Assistant to the City Manager	1
Building & Neighborhood Services Division Manager	1
Building Inspector II	1
Code Compliance Field Supervisor	1
Senior Code Compliance Officer	1
Code Compliance Officer II	1
Senior Parking Control Officer	1
Parking Control Officer	1
Planning Official	1
Senior Planner	1
Associate Planner	1
Principal Planner	1
Senior Financial Analyst	1
Management Analyst	1

Financial & Management Services Department:

Chief Financial Officer/City Treasurer	2
Financial Operations Division Manager	1
Treasury Operations Division Manager	1
Technology Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1
Senior Landscape Services Inspector	1
Financial Resources Division Manager	1
Housing Program Coordinator	1
Senior Financial Analyst	1

Fire Department:

Fire Safety Specialist	1
Fire Inspector I	1
Fire Inspector II	1
Fire Prevention Technician	1
Office of Emergency Management & Volunteer Services Program Manager	1

5
Resolution No. 2014-79
Date Adopted: September 23, 2014

Parks & Community Services Department:

Director	1
Parks & Community Services Division Manager	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Recreation Supervisor	1
Recreation Program Coordinator	1
Community Services Supervisor	1
Senior Citizens Center Coordinator	1
Management Analyst	1
Banquet Facility Representative	1

Public Works Department:

Director/City Engineer	1
Deputy Public Works Director/Assistant City Engineer	1
Senior Engineer, P.E.	1
Senior Traffic Engineer	1
Traffic Operations Supervisor	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1
Electric Utility Division Manager	1
Electric Utility Program Coordinator	1
Senior Electrical Engineer	1
Financial Analyst (Utility)	1
Engineering Division Manager (LD)	1
Senior Engineer (LD)	1
Associate Engineer (LD)	1
Construction Inspector (LD)	1
Management Analyst (LD)	1
Storm Water Program Manager	1

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

1

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

- 1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
- 2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
- 3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. 2014-79
Date Adopted: September 23, 2014

RESOLUTION NO. SA 2014-03

A RESOLUTION OF THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Agency.

1
Resolution No. SA 2014-03
Date Adopted: September 23, 2014

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor

ATTEST:

Secretary

(SEAL)

APPROVED AS TO FORM:

City Attorney

2
Resolution No. SA 2014-03
Date Adopted: September 23, 2014

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2014-03 was duly and regularly adopted by the City Council serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(City Council Members, Mayor and Mayor Pro Tem)

SECRETARY

(SEAL)

3
Resolution No. SA 2014-03
Date Adopted: September 23, 2014

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

CITY AS SUCCESSOR AGENCY:

Members of the City Council	2
City Manager	2
City Attorney	2
Chief Financial Officer/City Treasurer	2
Deputy City Attorney	1
City Clerk	1
Economic & Community Development Director	1
Housing Program Coordinator	1
 (Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)	 1

4
Resolution No. SA 2014-03
Date Adopted: September 23, 2014

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. SA 2014-03
Date Adopted: September 23, 2014

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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: Rick Teichert, Chief Financial Officer

AGENDA DATE: September 23, 2014

TITLE: PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2014-81. A Resolution of the City Council of the City of Moreno Valley, California Approving Participation With the County of Riverside Mortgage Credit Certificate (MCC) Program.
2. Authorize the Chief Financial Officer to certify the status of the City's Housing Element.

SUMMARY

The City of Moreno Valley is a current participant in the County of Riverside's Mortgage Credit Certificate ("MCC Program"), which assists families with the purchase of their first home. The City of Moreno Valley has successfully participated in the MCC Program for several years and has assisted an average of 7 families per year through the program.

Due to the level of demand and the success of this program in assisting first-time homebuyers, the County is applying to the California Debt Limit Allocation Committee ("CDLAC") for new Mortgage Credit Certificate bond allocation. The County of Riverside ("County") has extended an invitation to the City of Moreno Valley to continue participating in the program. As a participating city, lenders are able to make loans available to MCC-eligible low-to-moderate income, first-time homebuyers purchasing a home in Moreno Valley.

The MCC Program entitles qualified homebuyers (“borrowers”) to reduce the amount of their federal income tax liability by an amount equal to fifteen percent (15%) of the interest paid during the year on a home mortgage loan. Since the taxes paid by the borrower(s) are reduced, their annual take-home pay is effectively increased. The tax credit allows the homebuyer to qualify for a larger mortgage loan by increasing the effective income of buyer.

Many types of ownership housing are eligible for the MCC Program including foreclosures, new and resale single-family, manufactured homes, townhomes and condominiums. The only exclusion from this program is the purchase of a property which contains more than one unit.

DISCUSSION

Pursuant to the Tax Reform Act of 1986 that established the Mortgage Credit Certificate Program and Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq., the Riverside County Board of Supervisors has authorized the County Economic Development Agency (“EDA”) to apply to the California Debt Limit Allocation Committee for an allocation of Mortgage Credit Certificates.

To be included in the next funding cycle, the County must provide a resolution from the City that grants the County authority to operate the MCC Program within Moreno Valley. Adoption of the attached resolution (Attachment 1) is necessary for the City to continue participation in the County’s MCC Program.

ALTERNATIVES

1. Adopt the proposed Resolution providing for the City of Moreno Valley to remain a participant in the Riverside County Mortgage Credit Certificate Program. This will allow income-qualified first-time homebuyers to have an additional resource when purchasing a home in the City.
2. Decline the adoption of the proposed Resolution approving the City of Moreno Valley as a participant in the Riverside County Mortgage Credit Certificate Program. If the proposed Resolution is not adopted, mortgage lenders will be prohibited from utilizing the MCC Program for homes located in Moreno Valley.

FISCAL IMPACT

There is no impact to the City’s General Fund budget. Potential homebuyers qualify through a lender to receive the Mortgage Credit Certificate directly through the County.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride and Cleanliness. The MCC Program promotes a sense of community pride and foster an excellent image about our City by providing additional affordable homeownership opportunities.

NOTIFICATION

The public has been notified through the publication of the agenda. Staff has notified the Riverside County EDA via e-mail communication

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Felicia London
Management Analyst

Department Head Approval:
Rick Teichert
Chief Financial Officer

Concurred By:
Marshall Eyerman
Financial Resources Division Manager

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RESOLUTION NO. 2014-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING PARTICIPATION WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate Program ("MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, pursuant to Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq., local issuers are authorized to issue Mortgage Credit Certificates ("Certificates") and administer MCC Program; and

WHEREAS, the Riverside County Board of Supervisors adopted Resolution No 87-564 on December 22, 1987 establishing a Mortgage Credit Certificate Program; and

WHEREAS, the Riverside County Board of Supervisors has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in October 2014; and

WHEREAS, the City of Moreno Valley ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans that will be made available for the acquisition of new and existing single-family housing in Riverside County; and

WHEREAS, the adoption of this resolution is necessary to include the City of Moreno Valley as a participating unit of general government under County's MCC program; and

WHEREAS, the City agrees to cooperate with the County of Riverside to undertake the MCC program within City jurisdiction to assist persons or households of

1
Resolution No. 2014-81
Date Adopted: September 23, 2014

limited income to purchase new and existing single family residences located in the city;
and

WHEREAS, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC Program.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Moreno Valley as follows:

The City of Moreno Valley agrees:

1. to participate in the MCC Program administered by the EDA in connection with mortgage loans the program will make available for the acquisition of new and existing single-family housing in Riverside County;
2. to assist the County of Riverside to market the MCC Program within the City's jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

APPROVED AND ADOPTED this 23th day of September, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2014-81
Date Adopted: September 23, 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. 2014-81 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-81³
Date Adopted: September 23, 2014

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**MINUTES – REGULAR MEETING OF September 9, 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; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: September 23, 2014

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. CSD 2014-21. A Resolution of the Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.

SUMMARY

On June 24, 2014, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

DISCUSSION

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. The review of Oversight Board's Conflict of Interests Code is scheduled for September 24, 2014 Oversight Board meeting.

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolutions and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

City Attorney

None

City Clerk's Department

None

City Manager's Office

Sustainability & Intergovernmental Program Manager (added)
Management Analyst (added)
Assistant to the City Manager (deleted)

Administrative Services Department (consolidated)

Library services were outsourced:
Library Services Division Manager (deleted)
Principal Librarian (deleted)
Librarian (deleted)
Library Circulation Supervisor (deleted)

Community and Economic Development Department (CEDD)

Assistant to the City Manager (added)

Building & Neighborhood Services Division Manager (title change)
Code & Neighborhood Services Official (deleted)
Code Compliance Field Supervisor (added)
Principal Planner (added)
Business Support & Neighborhood Programs Administrator (deleted)

The following positions were moved to Financial & Management Services Department,
Financial Resources Division:
Senior Financial Analyst (deleted)
Management Analyst (deleted)
Housing Program Coordinator (deleted)
Housing Program Specialist (deleted)

Land Development Division positions were moved under Public Works Department:
Engineering Division Manager (deleted)
Senior Engineer (deleted)
Associate Engineer (deleted)
Construction Inspector (deleted)
Management Analyst, LD (deleted)

Storm Water Program Manager (deleted)
Associate Environmental Engineer (deleted)
Environmental Analyst (deleted)

Financial & Management Services Department

Chief Financial Officer/City Treasurer (title change)
Landscape District Program Manager (deleted)
Landscape Development Coordinator (deleted)
Special Districts Budget and Accounting Supervisor (deleted)

Budget Officer (deleted)
Financial Resources Division Manager (added)
Housing Program Coordinator (added)
Senior Financial Analyst (added)
Management Analyst (added)
Management Assistant (added)

Fire Department

Fire Marshall (deleted; County position)

Parks and Community Services Department

Parks Maintenance Division Manager (deleted)
Recreation Program Coordinator (added)
Recreation Services Division Manager (deleted)
Children Services Supervisor (deleted)
Senior Citizens Center Coordinator (added)
Management Analyst (added)
Banquet Facility Representative (added)

Public Works Department (PW)

Senior Financial Analyst (deleted)

Land Development Division positions were moved to PW from CEDD
Engineering Division Manager (added)
Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Storm Water Program Manager (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Business Support & Neighborhood Programs Administrator (position eliminated/deleted)
Chief Financial Officer/City Treasurer (added)

Each position listed in the City as Successor Agency Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Landscape Development Coordinator (position eliminated/deleted)

Special Districts Budget and Accounting Supervisor (position eliminated/deleted)

Each position listed in the Community Services Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Position title change from Housing Authority Human Resources Director to Administrative Services Director.

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed CSD Resolution

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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RESOLUTION NO. CSD 2014-21

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, READOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.

2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of

1
Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

the District.

3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 23rd day of September, 2014.

President

ATTEST:

Secretary

APPROVED AS TO FORM:

City Attorney

2
Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

RESOLUTION JURAT

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

I, Jane Halstead, Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution CSD No. 2014-21 was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Board Members, Vice President and President)

CITY CLERK

(SEAL)

3
Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

APPENDIX A

<u>DESIGNATED OFFICERS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>
Members of the City Council, ex officio, as Directors of the District	2
General Manager	2
District Legal Counsel	2
Chief Financial Officer/City Treasurer	2
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
City Clerk	1
Public Works Director	1
Deputy Public Works Director/Assistant City Engineer	1
Parks and Community Services Director	1
Parks & Community Services Division Manager	1
Special Districts Division Manager	1
Special Districts Program Manager	1
Senior Landscape Services Inspector	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract
to the Community Services District
who provides information, advice,

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Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

recommendations or counsel to the District or
who is subject to control or direction of the District)

1

5
Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. CSD 2014-21
Date Adopted: September 23, 2014

**MINUTES – REGULAR MEETING OF September 9, 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; City Council Serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley; President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD); and Chairperson and Members of the Moreno Valley Housing Authority

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: September 23, 2014

TITLE: READOPTING CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. HA 2014-03. A Resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, Readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

SUMMARY

On June 24, 2014, pursuant to §87306.5 of the California Government Code, the City Council directed its agencies to review their Conflict of Interest Codes and determine whether changes were necessary. Such review and determination have been made, and the results are now presented to the City Council for its approval.

DISCUSSION

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine whether it is accurate, or alternatively, whether the code must be amended. If a change is necessitated, an amended code must be submitted to the City Council, as code reviewing body, for review and adoption.

The proposed amendments to the code are reflected only in certain designated employees, which have either been added, deleted or have had title changes. These changes are being proposed on the recommendation of the respective department heads.

On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency.

On March 28, 2012, the Oversight Board of Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopted its Conflict of Interest Code, as approved by Resolution No. 2008-111 of the City Council, as that Resolution may be amended from time to time by the City Council. The review of Oversight Board's Conflict of Interests Code is scheduled for September 24, 2014 Oversight Board meeting.

The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. On January 24, 2012, per Resolution No. HA 2012-02 and pursuant to Section 34278 of the Health & Safety Code, the Commissioners of the Housing Authority adopted by reference the Conflict of Interest Code set forth in City Council Resolution 2010-87, as may be amended or replaced, as the procedures affecting conflict of interest involving the Housing Authority.

The members of the City Council are the Commissioners for the Housing Authority. The proposed Code is substantially the same as the City Code heretofore adopted, except the list of persons who would be subject to the Code.

Adoption of the proposed resolutions and the amended Conflict of Interest Code will ensure compliance with State law provisions.

The recommended revisions of designated positions are as follows:

1. FOR THE CITY CODE:

City Attorney

None

City Clerk's Department

None

City Manager's Office

Sustainability & Intergovernmental Program Manager (added)
Management Analyst (added)
Assistant to the City Manager (deleted)

Administrative Services Department (consolidated)

Library services were outsourced:
Library Services Division Manager (deleted)
Principal Librarian (deleted)
Librarian (deleted)
Library Circulation Supervisor (deleted)

Community and Economic Development Department (CEDD)

Assistant to the City Manager (added)

Building & Neighborhood Services Division Manager (title change)
Code & Neighborhood Services Official (deleted)
Code Compliance Field Supervisor (added)
Principal Planner (added)
Business Support & Neighborhood Programs Administrator (deleted)

The following positions were moved to Financial & Management Services Department,
Financial Resources Division:
Senior Financial Analyst (deleted)
Management Analyst (deleted)
Housing Program Coordinator (deleted)
Housing Program Specialist (deleted)

Land Development Division positions were moved under Public Works Department:
Engineering Division Manager (deleted)
Senior Engineer (deleted)
Associate Engineer (deleted)
Construction Inspector (deleted)
Management Analyst, LD (deleted)

Storm Water Program Manager (deleted)
Associate Environmental Engineer (deleted)
Environmental Analyst (deleted)

Financial & Management Services Department

Chief Financial Officer/City Treasurer (title change)
Landscape District Program Manager (deleted)
Landscape Development Coordinator (deleted)
Special Districts Budget and Accounting Supervisor (deleted)

Budget Officer (deleted)
Financial Resources Division Manager (added)
Housing Program Coordinator (added)
Senior Financial Analyst (added)
Management Analyst (added)
Management Assistant (added)

Fire Department

Fire Marshall (deleted; County position)

Parks and Community Services Department

Parks Maintenance Division Manager (deleted)
Recreation Program Coordinator (added)
Recreation Services Division Manager (deleted)
Children Services Supervisor (deleted)
Senior Citizens Center Coordinator (added)
Management Analyst (added)
Banquet Facility Representative (added)

Public Works Department (PW)

Senior Financial Analyst (deleted)

Land Development Division positions were moved to PW from CEDD

Engineering Division Manager (added)
Senior Engineer (added)
Associate Engineer (added)
Construction Inspector (added)
Management Analyst, LD (added)
Storm Water Program Manager (added)

2. FOR THE CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY CODE:

Business Support & Neighborhood Programs Administrator (position eliminated/deleted)
Chief Financial Officer/City Treasurer (added)

Each position listed in the City as Successor Agency Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the City as Successor Agency Code. Positions are included only for the disqualification aspects arising out of City as Successor Agency business, when applicable.

3. FOR THE COMMUNITY SERVICES DISTRICT CODE:

Landscape Development Coordinator (position eliminated/deleted)

Special Districts Budget and Accounting Supervisor (position eliminated/deleted)

Each position listed in the Community Services Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the CSD Code. Positions are included only for the disqualification aspects arising out of CSD business, when applicable.

4. FOR THE MORENO VALLEY HOUSING AUTHORITY CODE

Position title change from Housing Authority Human Resources Director to Administrative Services Director.

Each position listed in the Moreno Valley Housing Authority Code is already included in the City Code; therefore, no additional reporting requirements will ensue from inclusion in the HA Code. Positions are included only for the disqualification aspects arising out of HA business, when applicable.

ALTERNATIVES

Not applicable. In order to comply with the California Government Code, such review and determination are required.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

1. Proposed Housing Authority (HA) Resolution

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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RESOLUTION NO. HA 2014-03

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

1
Resolution No. HA 2014-03
Date Adopted: September 23, 2014

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 23rd day of September, 2014.

Chairperson

ATTEST:

Secretary

APPROVED AS TO FORM:

City Attorney

2
Resolution No. HA 2014-03
Date Adopted: September 23, 2014

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 2014-03 was duly and regularly adopted by the Commissioners of the Moreno Valley Housing Authority of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Commissioners, Vice Chairperson and Chairperson)

SECRETARY

(SEAL)

3
Resolution No. HA 2014-03
Date Adopted: September 23, 2014

APPENDIX A

MORENO VALLEY HOUSING AUTHORITY

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

MORENO VALLEY HOUSING AUTHORITY:

Members of the City Council, ex officio, as Directors of the HA	2
Executive Director	2
Assistant Executive Director	1
Deputy Executive Director	1
Housing Authority Counsel	2
Housing Authority Special Counsel	1
Housing Authority Secretary	1
Community and Economic Development Director	1
Finance Officer	2
Administrative Services Director	1

Consultant:

(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1
---	---

4
Resolution No. HA 2014-03
Date Adopted: September 23, 2014

**APPENDIX B
DISCLOSURE CATEGORIES**

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

- 1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
- 2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
- 3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. HA 2014-03
Date Adopted: September 23, 2014

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**MINUTES – REGULAR MEETING OF September 9, 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

FROM: John C. Terell, Community & Economic Development Director

AGENDA DATE: September 23, 2014

TITLE: A PUBLIC HEARING FOR APPROVAL OF GENERAL PLAN AMENDMENT (PA13-0069) FROM COMMERCIAL (C) TO RESIDENTIAL 30 (R30) AND CHANGE OF ZONE (PA13-0068) FROM NEIGHBORHOOD COMMERCIAL (NC) TO RESIDENTIAL 30 (R30) FOR THREE PARCELS TOTALLING 2.68 ACRES AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND SANTIAGO DRIVE. THE MIXED USE DISTRICTS OVERLAY WILL ALSO BE EXPANDED TO INCLUDE THESE THREE PARCELS AS MIXED-USE NEIGHBORHOOD (MUN). THERE IS NO PROPOSAL TO DEVELOP THE SITE AT THIS TIME. THE APPLICANT IS PERRIS AT PENTECOSTAL LLC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt a Negative Declaration for PA13-0069 (General Plan Amendment) and PA13-0068 (Change of Zone). The projects, individually and cumulatively, will not result in a significant effect on the environment.
2. Approve Resolution No. 2014-80. A Resolution of the City Council of the City of Moreno Valley, California, Approving PA13-0069 (General Plan Amendment) to change the Land Use from Commercial (C) to Residential 30 (R30) for three parcels (APNS: 485-220-019, 485-220-026, and 485-220-027) located at the southwest corner of Perris Boulevard and Santiago Drive.
3. Introduce 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).

SUMMARY

This report recommends approval of two applications, a General Plan Amendment from Commercial (C) to R30 (Residential 30), and a Change of Zone from Neighborhood Commercial (NC) to R30 (Residential 30) for three parcels totaling 2.68 acres. The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN). There is no proposal to develop the site at this time.

While there is no development application associated with the proposed land use changes, the proposed R30 is compatible with the established land use designations to the parcels to the west, northwest and southwest of the project. This includes four parcels owned by the current owner of the parcels. These parcels are also zoned R30. The proposed Mixed Use Overlay District will give the property owner additional options for development of the property in the future. The three parcels may be combined with the other four R30 parcels to create a large multiple-family development, or a mixed use project consistent with the Mixed Use Overlay standards for the MUN. A Mixed Use development in this area would be compatible with the adjacent existing multiple-family zoning and be consistent with existing commercial to the south and southeast as well as to the proposed commercial to the north.

DISCUSSION

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its June 26, 2014 meeting approved Resolution 2014-14 by a 6-1-0 vote recommending that the City Council adopt a Negative Declaration pursuant to the California Environmental Quality Act (CEQA) Guidelines and approve PA13-0069 (General Plan Amendment) and PA13-0068 (Change of Zone). There was some discussion regarding the fact that there is no development proposed with the General Plan Amendment and Change of Zone, and that each mandatory element of the General Plan can only be modified or amended four times a calendar year. Staff clarified that the Municipal Code states that a development application proposal is not required to accompany a General Plan Amendment, and that General Plan Amendments are carefully scheduled in order to avoid the four per year limit as provided for in State law. This proposal is only the second General Plan Amendment for 2014.

BACKGROUND

The existing General Plan designation for the project site is Commercial (C). The applicant proposes a change from the Commercial (C) designation to Residential 30 (R30) under the General Plan.

The proposed Residential 30 (R30) use is compatible with the established land use designations of the parcels to the west, northwest and southwest of the project parcels, including the four parcels also owned by Perris at Pentecostal LLC. The four parcels currently zoned Residential 30 (R30) total approximately 23 acres and with the addition of these three parcels, the acreage will total approximately 25.68.

The use of overlay zoning is one way to create more flexible development options. The proposed project will also modify the Mixed Use Districts Overlay by adding the 2.68 acres of proposed Residential 30 (R30) into the Mixed-Use Neighborhood (MUN) Overlay District. The MUN District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. The MUN District allows for a residential density of 30 units per acre regardless of the underlying zoning.

The proposed change in land use is compatible with existing land uses and would not conflict with the goals, objectives, policies or programs of the General Plan.

Site

The project site is located on the southwest corner of Perris Boulevard and Santiago Drive and north of Iris Avenue. The majority of the site is currently vacant with a small telecommunications equipment shelter located on the smallest parcel, in the southwest corner (APN: 485-220-027). The project site also has the constraints limiting future development due the underground location of the California Aqueduct, which diagonally bisects the two larger parcels (APNs: 485-220-019 & 485-220-026).

The surrounding land uses include vacant properties zoned Residential 30 (R30) directly west, northwest and southwest across from the project site. The southerly parcel is a developed commercial property with a Home Depot and Farmer Boys Restaurant. The property to the north of the site is also zoned Community Commercial (CC). An application on this parcel is in process for a proposed 185,761 square foot Walmart. To the southeast, across Perris Boulevard, are two developed commercial centers that are both zoned Community Commercial (CC). There is a residential tract east of the site (TR 15433) and the City's Maintenance & Operations -City Yard to the northeast.

Design

Future development under the proposed General Plan Amendment and Zone Change would conform to all development standards of the Residential 30 (R30) zone or Mixed-Use Neighborhood (MUN) Overlay District as required within the Moreno Valley Municipal Code and Design Guidelines. Future development would be reviewed under separate application(s).

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.

ALTERNATIVES

1. Adopt a Negative Declaration for PA13-0069 (General Plan Amendment) and PA13-0068 (Change of Zone) in compliance with the California Environmental Quality Act, and approve proposed resolution, approving PA13-0069 (General Plan Amendment) and introduce proposed ordinance, approving Change of Zone (PA13-0068). Staff recommends this alternative.
2. Do not adopt a Negative Declaration for PA13-0069 (General Plan Amendment) and PA13-0068 (Change of Zone) in compliance with the California Environmental Quality Act, and do not approve proposed resolution, approving PA13-0069 (General Plan Amendment) and do not introduce proposed ordinance, approving Change of Zone (PA13-0068). Staff does not recommend this alternative.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the Press Enterprise newspaper on September 11, 2014, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property. As of the date of preparation for the City Council Staff Report, there was no additional public response to the noticing for the City Council public hearing this project.

ATTACHMENTS

1. Public Hearing Notice
2. Proposed Resolution
3. Proposed Ordinance

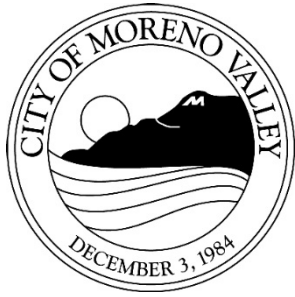
4. Planning Commission Staff Report dated June 26, 2014 (excluding exhibits)
5. Planning Commission Minutes for June 26, 2014
6. Negative Declaration
7. Initial Study
8. Aerial Photograph
9. Existing Land Use Map
10. Mixed Use Districts Overlay Map

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
John C. Terell, AICP
Community & Economic Development Director

Concurred By:
Chris Ormsby, AICP
Interim 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 the City of Moreno Valley on the following item(s):

CASES: PA13-0068 (General Plan Amendment)
PA13-0069 (Change of Zone)

APPLICANT: Jeff Weber

OWNER: Perris at Pentecostal LLC

REPRESENTATIVE: Jeff Weber

LOCATION: Southwest Corner of Perris Blvd & Santiago Dr and North of Iris Ave (APNs: 485-220-019,026,027).

PROPOSAL: The proposal includes a General Plan Amendment from Commercial (C) to R30 (Residential 30), and a Change of Zone from Neighborhood Commercial (NC) to R30 (Residential 30) for 2.68 acres. The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN). There is no proposal to develop the site at this time.

COUNCIL DISTRICT: 4

STAFF RECOMMENDATION: Approval

The City of Moreno Valley has prepared an initial study for this project in accordance with the California Environmental Quality Act. On the basis of the initial study, this item will not have a significant effect on the environment and approval of a Negative Declaration is recommended.

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; 7:30 a.m. to 4:30 p.m. on Fridays), 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: September 23, 2014 at 6 PM

CONTACT PLANNER: Claudia Manrique

PHONE: (951) 413-3225

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RESOLUTION NO. 2014-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA13-0069 (GENERAL PLAN AMENDMENT) TO CHANGE THE LAND USE FROM COMMERCIAL (C) TO RESIDENTIAL 30 (R30) FOR THREE PARCELS (APNS: 485-220-019, 485-220-026, and 485-220-027) LOCATED AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND SANTIAGO DRIVE

WHEREAS, the applicant, Perris at Pentecostal LLC, has filed an application for approval of PA13-0069, requesting an amendment to the Land Use exhibit of the General Plan Community Development Element. The requested amendment to the General Plan changes about 2.68 acres of designated Commercial (C) land use to Residential 30 (R30) land use as described in the title of this resolution and the attached Exhibit A. This General Plan Amendment is being processed concurrently with a Zone Change (PA13-0068); 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 PA13-0069 as described above and a Negative Declaration has been recommended pursuant to the California Environmental Quality Act (CEQA), as there is no evidence that the proposed development application, as designed and conditioned, will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole; and

WHEREAS, on June 26, 2014, the Planning Commission of the City of Moreno Valley held a meeting to consider the proposed land use change, including applications PA13-0069 (General Plan) and PA13-0068 (Change of Zone). At said meeting, the Planning Commission recommended approval of PA13-0069 and PA13-0068 to the City Council, and;

WHEREAS, on September 23, 2014, the City Council of the City of Moreno Valley held a public hearing to consider the consider the subject General Plan Amendment;

1
Resolution No. 2014-80
Date Adopted: September 23, 2014

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred;

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA13-0069:

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 three parcels (Assessor's Parcel Numbers 485-220-019, 485-220-026, and 485-220-027). This project proposes to change the General Plan designation from Commercial (C) to R30 (Residential 30), and the zoning designation from Neighborhood Commercial (NC) to R30 (Residential 30). The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN).

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 current owner of the property, Perris at Pentecostal LLC, for consistency with the existing land use designations of their property to the west and southwest.

The Transportation Engineering Division required a traffic analysis for the General Plan Amendment. The Traffic Analysis found that if the land use designation is changed as requested, then project related trips are projected to decrease by 466 daily trips. It was assumed that 30 apartment units would be developed with the land use change. This would result in 200 daily trips. Capacity analyses performed for the land use change under General Plan build-out conditions showed adequate capacity along Perris Boulevard with a satisfactory level of service.

Since future development under the proposed General Plan Amendment would result in fewer daily trips than a development under the current zoning and be consistent with the proposed General Plan designation, Change of Zone and Mixed Use Districts Overlay, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. **Health, Safety and Welfare** – The proposed General Plan Amendment will not be detrimental to the public health, safety or welfare.

FACT: The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. An Initial Study 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY APPROVES Resolution No. 2014-80 approving PA13-0069; subject to the attached revised General Plan Maps as attached to the Resolution as Exhibit A.

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2014-80
Date Adopted: September 23, 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. 2014-80 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

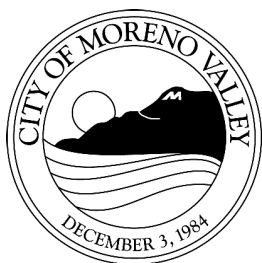
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

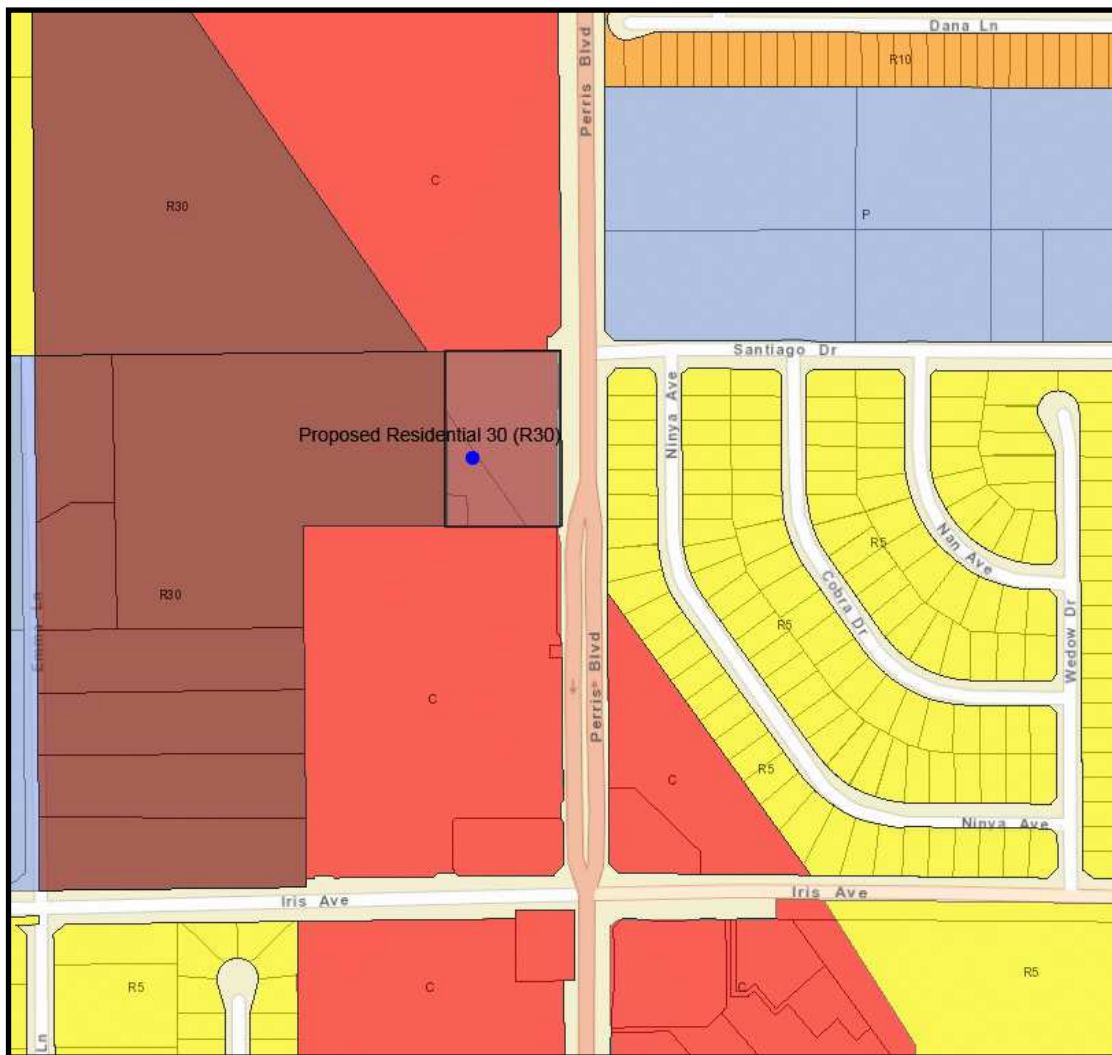
CITY CLERK

(SEAL)

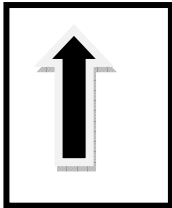
4
Resolution No. 2014-80
Date Adopted: September 23, 2014



GENERAL PLAN AMENDMENT
RESOLUTION NO. 2014-
(Related to PA13-0069)
Date Adopted: September 23, 2014



Proposed Land Use: Residential 30 (R30)	
Current Land Use: Commercial (C)	



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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 FROM NEIGHBORHOOD COMMERCIAL (NC) TO RESIDENTIAL 30 (R30) 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.

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

SECTION 1.

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 140 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA13-0068) and the addition of the three parcels into the Mixed Use Overlay Districts as "Mixed-Use Neighborhood (MUN)".

1.4. An Initial Study has been completed for PA13-0068 (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 140 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on June 26, 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 for three parcels (Assessor's Parcel Numbers 485-220-019, 485-220-026, and 485-220-027). This project proposes to change the General Plan designation from Commercial (C) to R30 (Residential 30), and the zoning designation from Neighborhood Commercial

(NC) to R30 (Residential 30). The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN).

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 current owner of the property, Perris at Pentecostal LLC, for consistency with the existing land use designations of their property to the west and southwest.

The Transportation Engineering Division required a traffic analysis for the General Plan Amendment. The Traffic Analysis found that if the land use designation is changed as requested, then project related trips are projected to decrease by 466 daily trips. It was assumed that 30 apartment units would be developed with the land use change. This would result in 200 daily trips. Capacity analyses performed for the land use change under General Plan build-out conditions showed adequate capacity along Perris Boulevard with a satisfactory level of service.

Since future development under the proposed Change of Zone would result in fewer daily trips than a development under the current zoning and be consistent with the proposed General Plan designation, Change of Zone and Mixed Use Districts Overlay, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed Change of Zone will not be detrimental to the 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 the 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, including the Change of Zone, 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: With the adoption of the proposed Change of Zone, the proposed project would be consistent with the zoning. As proposed, the Change of Zone from Neighborhood Commercial (NC) to R30 (Residential 30) for the 2.68 acres is consistent with the purposes and intent of Title 9. The proposed Residential 30 (R30) use is compatible with the established land use designations of the parcels to the west, northwest and southwest of the project parcels, including the four parcels also owned by Perris at Pentecostal LLC. The four parcels currently

zoned Residential 30 (R30) total approximately 23 acres and with the addition of these three parcels, the acreage will total approximately 25.68.

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 Neighborhood Commercial (NC) to R30 (Residential 30) and into the Mixed Use Overlay Districts as "Mixed-Use Neighborhood (MUN)" for the approximately 2.68 acres located at the southwest corner of Perris Boulevard & Santiago Drive and north of Iris Avenue (APNs: 485-220-019, 485-220-026, and 485-220-027), 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 14th 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. 880 had its first reading on September 23, 2014 and had its second reading on October 14, 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 14th day of October, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

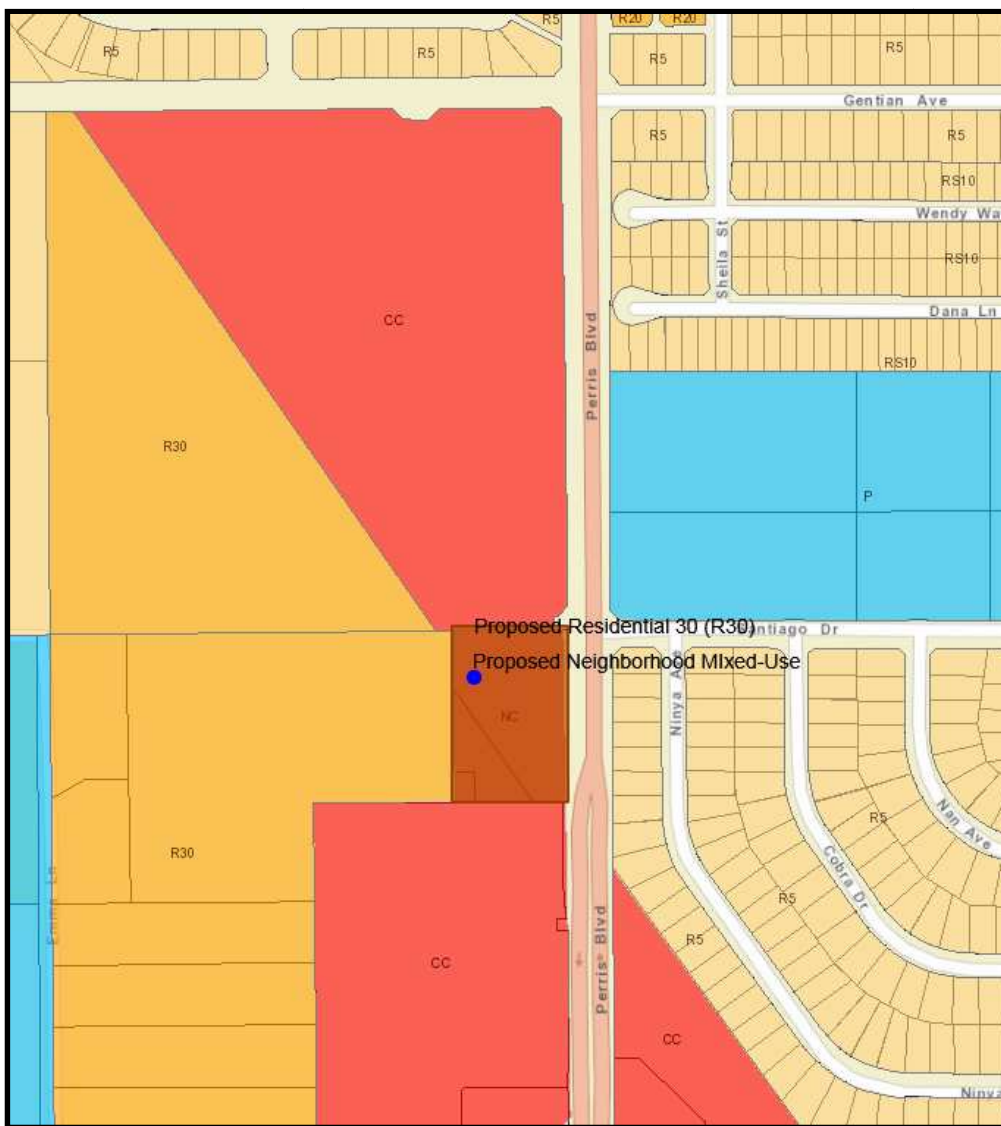
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

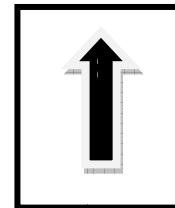
(SEAL)



CHANGE OF ZONE
ORDINANCE NO.
(Related to PA13-0068)
Date Adopted: October 14, 2014
Effective Date:



Proposed Zoning/Mixed-Use Overlay Districts: R30/MUN
 Residential 30 (R30) & Mixed-Use Neighborhood (MUN)
 Current Zoning: Neighborhood Commercial (NC) NC



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**PLANNING COMMISSION
STAFF REPORT**

Case(s): PA13-0068 – Change of Zone
PA13-0069 – General Plan Amendment

Date: June 24, 2014

Applicant: Perris at Pentecostal LLC

Representative: Jeff Weber

Location: Southwest Corner of Perris Boulevard & Santiago Drive and
North of Iris Avenue

Proposal: General Plan Amendment changing the land use from
Commercial (C) to R30 (Residential 30), and a Change of
Zone from Neighborhood Commercial (NC) to R30
(Residential 30). The Mixed Use Districts Overlay will also be
expanded to include these three parcels as Mixed-Use
Neighborhood (MUN).

Council District: 4

Recommendation: Approval

SUMMARY

The proposal includes a General Plan Amendment from Commercial (C) to R30 (Residential 30), and a Change of Zone from Neighborhood Commercial (NC) to R30 (Residential 30) for three parcels totaling 2.68 acres. The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN). There is no proposal to develop the site at this time.

Project

The project includes two applications, a General Plan Amendment and Zone Change to change the existing land use for three parcels (Assessor's Parcel Numbers 485-220-019, 485-220-026, and 485-220-027). This project proposes to change the General Plan designation from Commercial (C) to R30 (Residential 30), and the zoning designation from Neighborhood Commercial (NC) to R30 (Residential 30). The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN).

There is no development application associated with the proposed land use changes. The request for the General Plan Amendment and Change of Zone was proposed by the current owner of the property, Perris at Pentecostal LLC, for consistency with the existing land use designations (R30) of their property to the west and southwest.

Land Use Change

The existing General Plan designation for the project site is Commercial (C). The applicant proposes a change from the Commercial (C) designation to Residential 30 (R30) under the General Plan.

The proposed Residential 30 (R30) use is compatible with the established land use designations of the parcels to the west, northwest and southwest of the project parcels, including the four parcels also owned by Perris at Pentecostal LLC. The four parcels currently zoned Residential 30 (R30) total approximately 23 acres and with the addition of these three parcels, the acreage will total approximately 25.68.

The use of overlay zoning is one way to create more flexible development options. The proposed project will also modify the Mixed Use Districts Overlay by adding the 2.68 acres of proposed Residential 30 (R30) into the Mixed-Use Neighborhood (MUN) Overlay District. The MUN District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. The MUN District allows for a residential density of 30 units per acre.

Inclusion into the Mixed-Use Neighborhood (MUN) Overlay District will give the property owner additional choices to develop their property in the future. The three parcels may be combined with the four other Residential 30 (R30) parcels to create a large multiple-family development, or to use the mixed use overlay standards for the MUN. A mixed use development in this area of Moreno Valley would be compatible with adjacent existing multiple-family zoning and integrate with existing commercial areas to the south and southeast (as well as proposed commercial to the north).

Based upon the information presented above, the proposed change in land use is compatible with existing land uses and would not conflict with the goals, objectives, policies or programs of the General Plan.

Site

The project site is located on the southwest Corner of Perris Boulevard & Santiago Drive and north of Iris Avenue. The majority of the site is currently vacant with a small telecommunications equipment shelter located on the smallest parcel, in the southwest corner (APN: 485-220-027). The project site also has the constraints limiting future development due the underground location of the California Aqueduct, which diagonally bisects the two larger parcels (APNs: 485-220-019 & 485-220-026).

A 15,480 square foot commercial/retail building (PA06-0123) on these parcels was approved by the Planning Commission on March 20, 2008 and remains valid through March 2015.

The surrounding land uses include vacant properties zoned Residential 30 (R30) directly west, northwest and southwest across from the project site. The south is a developed commercial property with a Home Depot and Farmer Boys Restaurant zoned Community Commercial (CC). The property to the north of the site is also zoned Community Commercial (CC) with a proposed 185,761 square foot Walmart (PA13-0032). To the southeast, across Perris Boulevard, are two developed commercial centers that are both zoned Community Commercial (CC). There is a residential tract east of the site (TR 15433) and the City's Maintenance & Operations -City Yard to the northeast.

Design

Future development under the proposed General Plan Amendment and Zone Change would conform to all development standards of the Residential 30 (R30) zone or Mixed-Use Neighborhood (MUN) Overlay District as required within the Moreno Valley Municipal Code and Design Guidelines. Future development would be reviewed under separate application(s).

Review Process

The General Plan Amendment and Change of Zone applications were submitted in December 2013. The project was review at a Pre-PRSC meeting on February 11, 2014 with no identified major issues. Planning staff suggested including the project parcels in the Mixed-Use Neighborhood (MUN) Overlay District as inclusion will give the property owner additional choices on how to develop their property in the future. The applicants were receptive to this idea and the Mixed Use Districts Overlay was added to the applicant's proposed land use changes.

As part of the review process, the Transportation Engineering Division reviewed a Traffic Analysis for the project. The Traffic Analysis found if the land use designation is

changed as requested, then project related trips are projected to decrease by 466 daily trips. It was assumed that 30 apartment units would be developed with the land use change. This would result in 200 daily trips. Capacity analyses performed for the land use change under General Plan build-out conditions showed adequate capacity along Perris Boulevard with a satisfactory level of service.

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. 2014-14 and thereby **RECOMMEND** that the City Council:

1. **ADOPT** a Negative Declaration for PA13-0068 (Change of Zone), and PA13-0069 (General Plan Amendment), pursuant to the California Environmental Quality Act (CEQA) Guidelines; and
2. **APPROVE** PA13-0068 (CZ) and PA13-0069 (GPA) based on the findings contained in the resolution.

Prepared by:

Claudia Manrique
Associate Planner

Approved by:

Chris Ormsby, AICP
Interim Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2014-14
3. Negative Declaration
4. Initial Study
5. Aerial Photograph
6. Existing Land Use Map
7. Mixed Use Districts Overlay Map

CITY OF MORENO VALLEY
PLANNING COMMISSION
REGULAR MEETING
JUNE 26TH, 2014

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CALL TO ORDER

Chair Giba convened the Regular Meeting of the City of Moreno Valley Planning Commission on the above date in the City Council Chambers located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

ROLL CALL

Commissioners Present:

- Chair Giba
- Vice Chair Sims
- Commissioner Baker
- Commissioner Barnes
- Commissioner Lowell
- Commissioner Ramirez
- Commissioner Van Natta

Staff Present:

- Chris Ormsby, Interim Planning Official
- John Terell, Community & Economic Development Director
- Claudia Manrique, Associate Planner
- Julia Descoteaux, Associate Planner
- Gabriel Diaz, Associate Planner
- Jane Halstead, City Clerk
- Michael Lloyd, Transportation Division Engineer
- Suzanne Bryant, City Attorney
- Randy Metz, Fire Marshall
- Hoang Nguyen, Land Development Engineer
- Grace Espino-Salcedo, Administrative Assistant

APPROVAL OF THE AGENDA

CHAIR GIBA – Okay has everybody reviewed the Agenda? Can I have a motion?

1 **COMMISSIONER LOWELL** – I motion to approve the Agenda

2 **COMMISSIONER BAKER** – And I'll second.

3
4 **CHAIR GIBA** – All in favor. Do we have to raise our hands on these things?

5
6 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes you should

7
8 **CHAIR GIBA** – Raise your hands and say aye.

9
10 Opposed – 0

11
12 **Motion carries 7 – 0**

13
14
15 **APPROVAL OF MINUTES**

- 16
17 • **March 27th, 2014**

18
19 **CHAIR GIBA** – Did everybody review the minutes. Are there any concerns or
20 any changes, any modifications?

21
22 **COMMISSIONER LOWELL** – No sir

23
24 **CHAIR GIBA** – Can we have a motion?

25
26 **COMMISSIONER RAMIREZ** – I'd like to motion.

27
28 **COMMISSIONER BARNES** – Second

29
30 **CHAIR GIBA** – All in favor, please raise your hands and say aye.

31
32 Opposed – 0

33
34 **Motion carries 7 – 0**

35
36
37 **PUBLIC ADVISED OF THE PROCEDURES TO BE FOLLOWED IN THE**
38 **MEETING**

39
40 **CHAIR GIBA** – Alright, well this is my first night as the Chair so I'm going to take
41 a little bit of liberty; just very little and deviate just a little bit. The public is
42 advised of the procedures to be followed in the meeting and the screens are on
43 the left hand side and right hand side, but it always says on here displayed at the
44 rear of the room and also something on the side. I've never seen anything at the
45 rear of the room.

1
2 **COMMENTS BY ANY MEMBER OF THE PUBLIC ON ANY MATTER WHICH**
3 **IS NOT LISTED ON THE AGENDA AND WHICH IS WITHIN THE SUBJECT**
4 **MATTER JURISDICTION OF THE COMMISSION**
5

6 **CHAIR GIBA-** So the first part of our meeting is comments by the public of any
7 matter which is not listed on the Agenda which is within the subject matter
8 jurisdiction of the Commission. Before we start that portion of it, I'd like to just
9 change up a little bit. First of all, I don't know about you folks but these are the
10 two slips you have to turn in if you want to turn them in. Many times I've had
11 people ask about which slips to turn in. The pink one is for request to speak on
12 items not on the Agenda and the green one is on public hearing matters on the
13 Agenda and do you get those Grace and then you can bring them up to Grace if
14 you wish to speak on any of those items. When people come up to speak with
15 us we often or we do ask you your name, where you live for a matter of public
16 record, but since I've been here, since I've been on the Planning Commission I
17 don't think we've ever had the opportunity to share with you who we are, so that's
18 where I'm deviating just a moment here. I want to take just a couple of minutes
19 and ask the Commissioners if they would like to share a little bit about
20 themselves, because I know these are some of the most dedicated people I've
21 worked with and I'd like you to know who they are when you come up and speak,
22 so if you guys don't mind, well start with Miss Meli.
23

24 **COMMISSIONER VAN NATTA** – My name is Meli Van Natta and I'm a Real
25 Estate Broker here in town; the owner of a small company called Rancho Belago
26 Realty and I've been in this business for about 35 years. I've enjoyed being on
27 the Planning Commission now for several years and live right here in Moreno
28 Valley. I have six grandchildren.
29

30 **COMMISSIONER LOWELL** – My name is Brian Lowell. I live in District Three
31 and many of you might know that I ran for City Council and unfortunately Mr.
32 Price won, so you guys are very well represented now. I've lived in Moreno
33 Valley since 1982. My dad is retired Air Force. My parents are also retired from
34 the school district. My wife is a teacher. I'm a registered Civil Engineer. I'm
35 licensed in California and Hawaii and I've been working in that industry for about
36 15 years now and I have a wife and I have two small children. That's pretty
37 much it.
38

39 **COMMISSIONER BAKER** – Yes I've been on the Planning Commission here for
40 six years, lived in Moreno Valley in District Four for 30 years. I retired in 2008 as
41 a National Facilities Manager for a restaurant chain out of Denver, Colorado and
42 I've got a wife; Ginger, who helps me a lot and I think we have twelve
43 grandchildren and eight kids between us. We have a blended family. Thank
44 you.
45

46 **CHAIR GIBA** – I didn't know that...

1
2 **COMMISSIONER RAMIREZ** – My name is Carlos Ramirez and I have been
3 living in Moreno Valley since 1984. I attended all public schools here. My
4 background is I served as a US Marine for eight years. In 2003 served a tour of
5 duty in Iraq with the first Marine expeditionary force. I’ve been a licensed
6 Insurance Agent since 2006. I work closely with Medicare beneficiaries and also
7 with disabled. I have an eleven year old daughter who is a Gate student
8 attending Vista Heights Middle School. She had participated in National History
9 Day and made it all the way to State. Unfortunately that is far as she made it.
10 She was a little heartbroken but she gave it her best shot and I’m very proud to
11 serve my community here in Moreno Valley. Thank you.

12
13 **COMMISSIONER BARNES** – My name is Jeff Barnes. I’ve been a resident of
14 Moreno Valley since 1979. My wife and I moved out here from Riverside with our
15 two young sons. I attended UCR; worked in the land development business
16 since 1977. I’m now currently partners in a small engineering firm in downtown
17 Riverside; IW Consulting Engineers. I have six grandchildren also. That’s about
18 it I think.

19
20 **VICE CHAIR SIMS** – Good evening. I’m Jeff Sims. My wife and I and family
21 have lived in Moreno Valley since 1994. I’m also a registered Civil Engineer. I
22 went to Cal Poly Pomona and in my prior life before I started working for Western
23 Municipal Water District for the last 20 years, I did land development for a private
24 consulting firm. I’m very familiar with the development process or was very
25 familiar with that and I have five grandchildren, so not to be outdone, but any how
26 I really appreciate having the opportunity to serve my community in this capacity.

27
28 **CHAIR GIBA** – My name is Jeff Giba. I’ve lived in Moreno Valley, which was
29 Sunnymead when I moved here in 1982 and I’ve up in the Hidden Springs area
30 since 1989. I’ve served on the Ecological Preservation Committee. I’ve got a
31 Residence Committee and I’ve now been here for three years as a Planning
32 Commissioner, so I’ve been honored to serve and I’ll continue to serve the best I
33 can and these guys as you can all tell, have a very well rounded group of people
34 here to represent this City and before I continue on and you folks get a chance at
35 your comments, I want to make it very clear that I may change things a little bit
36 because I don’t want this opportunity at the Planning Commission... I’ve tried to
37 explain to people as I’ve learned for three years; the Planning Commission is a
38 place for things to begin and City Council is where it usually ends, but so many of
39 us have a tendency to think the City Council is where it ends and a lot of these
40 things begin right here. We can have wonderful dialogue and problem solving
41 and bring concerns as well as your suggestions and recommendations at this
42 level and we can move it on very wisely so that we can make wise decisions
43 down the road and not wait till the last minute. With that being said I’d like our
44 future to be more of a dialogue rather than just a question and answer period, so
45 you’ll just have to flex with me as time permits, so I can be as I’m reminded by

1 my Commissioners and they all have been told to remind me don't get too wordy
2 because their getting hungry.

3 So with that said, I'll probably facilitate a little bit different kind of response
4 system if some of you have something to share. I would like to give you at some
5 point in time an opportunity to rebut if you need to on any of the issues. You
6 have the right to do that. I don't think we've always taken advantage of that, so
7 I'd like to see that take place as I'm the Chair. So with that said, comments by
8 any member of the public on any matter which is not listed on the Agenda and
9 which is not within the subject matter jurisdiction of the Commission. The City of
10 Moreno Valley complies with the Americans with Disabilities Act of 1990. If you
11 need special assistance to participate in this meeting, please contact Mel Alonzo,
12 Coordinator in the 48 hour notification which will enable the City to make
13 arrangements to ensure accessibility to this meeting. So do we have any
14 speaker slips? I don't have any in front of me... Christopher Baca.

15
16 **SPEAKER BACA** – Hello, good afternoon Commissioners and freshly elected
17 Chair Giba. I'm here to congratulate you for your appointment. I'm sure you'll do
18 a great job. There was two simple items I just wanted to speak about tonight and
19 one of them would be that I just wanted to point out that some of the decisions
20 that you have recently made I think should be that I feel that maybe some of the
21 decisions were made because of other motives such as maybe political
22 ambitions or so forth, particularly talking about the Prologis decision that was 4 to
23 3, I believe. Three members against the project and what I want to point out is
24 that you have a very, very, very strong position in determining the future of our
25 City sitting there as Commissioners to make a decision that impacts the future of
26 our City that should weigh more and you should have more consideration for
27 what is at stake rather than a political ambition. It would have been good if you
28 had honestly voted with your heart and know that is something that our
29 community needs. We are in dire need of jobs and so forth. One of the main
30 reasons that a lot of people opposed the project is the environmental impacts
31 and so forth. You know there is so much development going on in other parts of
32 the City that we don't hear anybody complaining about those. It is going to
33 create the same amount of traffic. The same amount of pollution and so forth
34 you know.

35
36 Our country, our State, everything, you know it's growing in population. We need
37 to continue with the movement of materials and so forth. You know everyone
38 goes through Walmart and fills up their shopping bags, shopping carts with
39 everything they can fit into a shopping cart. You know how are we going to get
40 those things in our shelves you know. There has to be... it's just needed in our
41 community. These are many reasons. There is the economic impact benefit to
42 the City as far as taxes and so forth that are beneficial that we need, so that was
43 my point on Prologis and how you voted. I just hope that in the future you
44 consider the community and what is good for the community and not your
45 political ambitions. There was another issued that I think I feel that it would be
46 beneficial for the City if this Commission that stated Mr. Jeff Giba that everything

1 begins here and I believe that's the case and I think there should be some
2 dialogue; maybe I don't know if you guys have forums or so forth on the bond
3 that is being proposed by the City, by the school district. I hope you have some
4 dialogue on that and how that is going to affect our City. Thank you.

5
6 **CHAIR GIBA** – Does anybody have anything they might want to ask Chris? Is it
7 just the two up there...Tom is the other one? Okay, Mr. Jerele.

8
9 **SPEAKER JERELE** – Good evening Chairman Giba and Commissioners and
10 members of Staff and the public, both here and in the chambers and watching at
11 home or on the internet. First I wanted to thank Chairwoman Van Natta for her
12 service and candidly I always thought you were very gracious, very fair. A couple
13 of times I hadn't put a slip in and other people and speak and put it in later. I
14 appreciate that, but you've never been afraid to stand your ground. I like that
15 too. You know good healthy debate is so inter-grown. I think from the public's
16 perspective when they see you guys maybe duking it out on some issues and
17 you know but in the proper decorum, but nothing wrong with that. That's the
18 American way and you know there was a lot of ruckus discussion now. We've
19 got out Declaration of Independence and our Constitution and everything else, so
20 a little rigmarole on the land use issues and planning issues, there is nothing
21 wrong with that and so that's healthy and I affirm you all do that.

22
23 Thank you again for your service and I want to welcome Chairman Giba and I
24 like the touch and the introduction and learn a little bit about the Commissioners.
25 I learned a bit as well so that's a good thing for the public here. At the risk of a
26 cheap plug, but new Councilman Price wouldn't shy about it but we have a new
27 Taste of the Valley coming up Saturday night over at the Conference Center and
28 you know we really don't do that many good community events and you are
29 community leaders. If you get tickets tomorrow; if you order them from the
30 chambers, you call Beverly and she'll take 25 bucks and I think 30 at the door,
31 but you get a lot of good food and good drinks, you know just great everything.
32 You get the chance to support and learn about some of your local businesses
33 here; some which you might have approved, so you know it's a good event. It's a
34 good way to meet the public, so just again as community leaders I think it's a
35 good place for people to be and then finally I'll drop it if there is no interest, but I
36 have mentioned several times whether or not there is any concern or interest by
37 the Planning Commission for painting standards on our homes and things like
38 that as they come in. I personally believe we are going into a bit of a building
39 boom. I've studied the national things. I think you can see a lot of rooftops going
40 up really quickly here. There is a lot of entitled land and you know just a function
41 of seeing the market turn fast before, so I know it's not directly a Planning
42 Commission item, but you can comment on it and I know it is more of a building
43 and safety, but again using that leadership role if there is interest and I'll be glad
44 to do my part to get... I've no vested interest. I don't own a paint store. I don't
45 have stock in the stores, but I just think it would help ensure the quality of our
46 projects. Thank you.

1
2 **CHAIR GIBA** – What was the date of that event?

3 **SPEAKER JERELE** – That would be this Saturday, so today is the 26th, so the
4 28th and it is at the Conference Center. If you call the Chamber of Commerce
5 tomorrow, 951-697-4404 and Beverly gets in about... I usually give her till 9:30
6 and she'll probably be there till 4. Okay and you can order the tickets from her or
7 pay at the door. It's 5 o'clock... 5 to 8 I think.

8
9 **CHAIR GIBA** – Chris is there any reason why we can't look at paint standards?
10 Is there anything that's irrelevant about that in any shape or form or something
11 that could be discussed at some point?

12
13 **INTERIM PLANNING OFFICIAL ORMSBY** – It could certainly be discussed
14 further internally. John may have some...

15
16 **CHAIR GIBA** – I don't want to negate anything that anybody suggests that they
17 might...

18
19 **INTERIM PLANNING OFFICIAL ORMSBY** – I mean it's really not so much a
20 Planning issue, but...

21
22 **CHAIR GIBA** – Yes I know, but for discussion... yes you were going to tell me
23 John...

24
25 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No I
26 wasn't going to tell you anything. I was going to say that I'll pose the question to
27 the building official. It isn't a planning standard, but I'll pass along the issue that
28 Mr. Jerele has raised and get input from him on what would be possible.

29
30 **CHAIR GIBA** – Thanks, I believe he has brought it up several times. I don't want
31 him to think anybody is ignoring his request and he's got to start somewhere so
32 thank you. I appreciate that very much. Is there anyone else that has something
33 that they'd like to say while we have a moment to do that? Okay, going once,
34 twice and then we are going to close this portion and we've going to move into
35 the Public Hearing portion.

36
37
38 **PUBLIC HEARING ITEMS**

- 39
40 1. Case Description: Consideration of a Resolution of the City of
41 Moreno Valley Planning Commission Making
42 Findings Pertaining to Moreno Valley City
43 Council Ordinance No. 879 Relating to the
44 Creation of the Office of a Directly Elected
45 Mayor and the Number, Designation and
46 Boundaries of Four Councilmanic Districts.

1
2
3 **CHAIR GIBA** – So for the Public Hearing portion, the very first thing on our
4 Agenda is it looks like Case Description...you don't even have a number for this
5 one I guess... Consideration of a Resolution of the City of Moreno Valley
6 Planning Commission making findings pertaining to Moreno Valley City Council
7 Ordinance No. 879 relating to the creation of the office of a directly elected Mayor
8 and the number, designation and boundaries of four Councilmanic Districts. So
9 do we have a... yes, Jane. Hey we finally get to hear from you.

10
11 **CITY CLERK HALSTEAD** – Good evening Chair Giba and members of the
12 Commission. On June 24th, 2014, the City Council of the City of Moreno Valley
13 adopted Ordinance No. 879 establishing potential Councilmanic Districts and the
14 method by which members of the City Council are elected to office. Before the
15 Ordinance would become effective, the electors of the City of Moreno Valley
16 would have to vote to approve it. Government Code Section 34876 provides that
17 the Planning Commission shall make findings that the following occur.

- 18
19 (a) Each and every one of the proposed legislative districts closes completely;
20 (b) None of the proposed legislative districts would eliminate a council district
21 prior to the termination of the term of office of the council member of or
22 from such district; and,
23 (c) The ordinance will not result in a greater number of council members
24 being qualified to hold office concurrently than are authorized by the
25 ordinance.

26 Subsection (a) addresses the accuracy of the map; a review was completed by
27 the Interim Planning Official Chris Ormsby and the City's consultants; Doug
28 Johnson, President and Justin Levitt, Vice President of National Demographics
29 have reviewed and determined that the boundaries of every legislative district
30 close completely.

31
32 It is Staff's recommendation that Resolution with map Plan 2b attached to the
33 resolution as Exhibit A with the findings and the determinations that;

- 34
35 (a) Each and every one of the proposed legislative districts as set force in the
36 Ordinance closes completely
37 (b) None of the legislative districts as set forth in the Ordinance are eliminated
38 in their entirety prior to the termination of the term of office of the council
39 member of or from such district; and,
40 (c) The Ordinance will not result in a greater number of council members
41 being qualified to hold office concurrently than are authorized by the
42 ordinance.

43
44 I'm available if you have any questions as well as NDC Consultant Justin Levitt is
45 available if you have technical questions.

1 **VICE CHAIR GIBA** – Questions?
2

3 **COMMISSIONER LOWELL** – I have a couple of questions. Further along in on
4 Ordinance No.879, it says on November 2nd, 2010 the City Council placed two
5 advisory questions in the Municipal General Election Ballot and it says the
6 majority of the voters voted yes on each question. How close were the votes?
7 Do we have those voting results?
8

9 **CITY CLERK HALSTEAD** – We don't have the voting results. It know it was a
10 majority. That's it.
11

12 **COMMISSIONER LOWELL** – It could be 51 percent... I was just curious if it was
13 a really close win or if it was like 90 percent of the people said yes.
14

15 **CITY CLERK HALSTEAD** – I know it was quite a huge number voted yes.
16

17 **COMMISSIONER VAN NATTA** – From my recollection, it was overwhelmingly
18 passed.
19

20 **COMMISSIONER LOWELL** – And then I know we briefly mentioned this in the
21 last meeting, but why are we sticking to four districts as opposed to a larger
22 number of districts like say six?
23

24 **CITY CLERK HALSTEAD** – Well the Council voted on that. The Mayor would
25 be at large and then there would be four districts.
26

27 **COMMISSIONER LOWELL** – So six districts was not looked into, it was just
28 directly based on the City Council's direction?
29

30 **CITY CLERK HALSTEAD** - Yes
31

32 **CITY ATTORNEY BRYANT** – The options of the number of districts is four, six
33 or eight when there is a directly elected mayor in a general law city, so when the
34 Council started this process they chose four and a directly elected mayor
35 citywide.
36

37 **COMMISSIONER LOWELL** – And then further on in that same ordinance,
38 section 2.06.010 it says general rules regarding appointment, terms and
39 vacancies. It says that unless otherwise provided by law, appointments shall be
40 made by the mayor for terms of three years. We're all on four year terms; how
41 does that work?
42

43 **CITY ATTORNEY BRYANT** – The Planning Commission has a specific
44 Municipal Code call out that it's four years. Three years is the default.
45

1 **COMMISSIONER LOWELL** – I kind of assumed that. I just wanted to double
2 check and then somewhere else in here it was talking about term limits. It says
3 that you can be... going up where it says mayor and council members; it says the
4 term of office shall be that preferred by the majority of those voting for the
5 proposition approving the election of mayor and the term of office of each council
6 member shall be four years. Is there anything in here relating to term limits?

7
8 **CITY ATTORNEY BRYANT** – No, what the electors will chose from this measure
9 will be the term of the mayor if the directly elected mayor measure passes. So if
10 the first one passes, then the electors have to decide if the term of mayor will be
11 two years or four years. All the council members will remain as four years.

12
13 **COMMISSIONER LOWELL** – Okay

14
15 **CITY ATTORNEY BRYANT** – The term limits was a different measure

16
17 **COMMISSIONER LOWELL** – I think that was pretty much all my questions. I
18 appreciate it. Thank you.

19
20 **CHAIR GIBA** – I just was having that same discussion with... could you just...?
21 Suzanne could you explain to us... we're really only here to approve those three
22 components which are really directly related to our responsibilities as Planning
23 Commissioners. Am I correct?

24
25 **CITY ATTORNEY BRYANT** – Right... the only reason it's here is because the
26 Planning Commission has to make the findings; one, that the proposed districts
27 close; two, that none of the proposed districts would eliminate a district prior to
28 the termination of a currently existing term of office and three, that more council
29 members wouldn't be qualified for office than there are right now. There wouldn't
30 be more council members than there should be.

31
32 **CHAIR GIBA** – So really that's the only thing that we are concerned about here
33 as it comes to the Planning Commission, but earlier on we had a question
34 because I was a little confused on that and so Chris will follow through with me
35 on that. It says on June 24th, 2014 the City Council of the City of Moreno Valley
36 is anticipated to adopt the Ordinance.

37
38 **CITY ATTORNEY BRYANT** – Right, the Staff Report was written and published
39 before the...

40
41 **CHAIR GIBA** – Was it adopted?

42
43 **CITY ATTORNEY BRYANT** – Yes is was adopted on Tuesday night.

44
45 **CHAIR GIBA** – Okay so my curiosity is if it's already adopted...

46

1 **CITY ATTORNEY BRYANT** – Before it can go to the electors, the Planning
2 Commission has to make these findings, so you get the Ordinance, you review
3 the districts and then it goes back to the Council supposedly anticipated on July
4 the 8th. At that point they can go ahead and call for the election in November.

5
6 **CHAIR GIBA** – And that was the order in which I was going, so there is clarity as
7 to what is going on here, because it does kind of sound a little... you adopted it
8 and then you sent it to us

9
10 **CITY ATTORNEY BRYANT** – Yes it's adopted but it's not effective until the
11 electors pass it as well.

12
13 **CHAIR GIBA** – So when it does go back to the City Council, then is there
14 anything that they would do, except what we would chose. Let's say we found
15 that one of these findings was incorrect, then that needs to be adjusted and when
16 they would get it back again then would say okay they found what this was; it
17 was fixed and now we'll go forward. Am I correct? Is that how that works?

18
19 **CITY ATTORNEY BRYANT** – Well I think we need to discuss each finding one
20 by one. If you had any questions about that specifically with Mr. Levitt.

21
22 **CHAIR GIBA** – So are we done Ms. Halstead? Then we are ready for Mr. Levitt.
23 Do you have a question?

24
25 **COMMISSIONER LOWELL** – I had one more note that I forgot to mention. On
26 page 100, it is talking about alternates. Are the alternates included in the
27 Planning Commission, because occasionally we get vacancies and people move
28 out of town or somebody moves on or whatnot

29
30 **CITY ATTORNEY BRYANT** – There's no alternates to the Planning
31 Commission. You're a full body of seven.

32
33 **COMMISSIONER LOWELL** – Correct but say if somebody decided to move out
34 of town, can we apply the alternates to the Planning Commission? It says over
35 here, it says... let me just read it to you... it says, members to such a board or
36 commission shall assume the vacated seat or seats for the unexpired portion of
37 the terms of the members replaced. So basically if somebody; one of us seven
38 moved and we had to resign from the Planning Commission, they'd have an
39 alternate to sit in there so we wouldn't have to go through the vetting process
40 again, so we'd have a full board of seven at the next meeting.

41
42 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TEREEL** – It makes
43 sense but the way the Municipal Code Ordinance related to the Planning
44 Commission doesn't provide for alternates and as far as I know, most City boards
45 and Commissions don't have alternates.

1 **COMMISSIONER LOWELL** – This item here specifically talks about those

2
3 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – It says
4 they can have them but I don't know that's it required. This one I know
5 specifically because it has its own separate Ordinance. It does not allow for
6 alternates. The Council would have to change that.

7
8 **COMMISSIONER LOWELL** – Okay so this specific line is referring to other
9 boards and not ours.

10
11 **CITY ATTORNEY BRYANT** – Correct

12
13 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Correct

14
15 **CHAIR GIBA** – Can the Council change anything when it goes back to them or is
16 this set in stone now. I'm just out of curiosity.

17
18 **CITY ATTORNEY BRYANT** – Well the rest of the Municipal Code can be
19 changed if need be if the measure passes.

20
21 **SPEAKER LEVITT** – Thank you Chairman. Thank you for your support and the
22 support of the Planning Department as we worked through this process. With
23 your help we've made changes to the original draft of the district descriptions as
24 well as with the help of members of the public who have caught some of our
25 typos and mistakes in the process. In our opinion, the districts meet all three
26 criteria. We would ask you to make that determination, but I'm here to answer
27 any questions or address any concerns you might have about the districts
28 themselves or any of the technical process that we went through to arrive there.

29
30 **CHAIR GIBA** – Yeah we went over this but still you have another opportunity,
31 so... Yes, go ahead.

32
33 **COMMISSIONER RAMIREZ** – I just want to make sure that this is not going to
34 leave any constituents unrepresented. Correct?

35
36 **SPEAKER LEVITT** – Correct, I mean it can get pretty technical. There are lots
37 of different ways of making sure of that but in that sense what the second and
38 third proposition you are asked to adopt are, are basically a guarantee that no
39 current member will lose their seat as a result of redistricting. Basically that
40 nobody is going to be thrown out of office midway through their term and at the
41 same time that you know there is not going to be more representatives than there
42 are positions. So there won't be five elected representatives when there is only
43 four council seats and so what this will guarantee is that as we go through the
44 electoral process to switch from a five member to a four member council, those
45 representatives will continue to represent those districts of the City or those
46 areas of the City until their term is up.

1
2 **COMMISSIONER RAMIREZ** – Very well, thank you.

3 **COMMISSIONER VAN NATTA** – Okay, so we’re going from... just trying to get
4 down to the basics of it. We’re going from five districts to four districts and from
5 looking at the drawing of the new districts, it looks like the current council
6 members, many of them are not going to be living in the districts that they were
7 living in when they qualified for that district. So let’s say for example District Two,
8 somebody is elected to represent District Two, but with the realignment, they no
9 longer live within District Two, but they are still representing District Two with new
10 boundaries; correct?

11
12 **SPEAKER LEVITT** – Correct and for example, a constituent that lives in that old
13 District Two who is no longer in District Two might feel free until District Two
14 comes up for election to either contact the representative they voted for or the
15 new of either District One or Three or wherever they live at present.

16
17 **COMMISSIONER VAN NATTA** – Okay but because of the realignment, now it’s
18 possible that two or three of the current Council members might actually end up
19 living in the same new district and they would have to then compete for that one
20 district; that particular district where another district would have had; would now
21 have no current council member living in that district and they would be looking
22 for a completely new presentative unless the council member decided to move;
23 correct?

24
25 **SPEAKER LEVITT** – So for example, if a district came up in 2012 for election
26 and one of the council members who now lives in that district, represents the
27 seat that would be up normally in 2016 or actually I guess we should talk about
28 2016 and 2018. Someone who was elected in 2014 in the old district is now in a
29 2016 district, they would have a choice to continue to represent the old district
30 until 2018. That is according to the regular election cycle or they would be able
31 to resign their current seat to run in the new district or if they wanted to run they
32 would have to switch their cycle to run for that 2016 seat. That would mean
33 leaving the 2018 seat, which would then become vacant and trigger a special
34 election to fill.

35
36 **COMMISSIONER VAN NATTA** – So we could end up with some special
37 elections there if people wanted to continue to represent the district that they live
38 in which has now changed.

39
40 **SPEAKER LEVITT** – And let me say this is something that occurs after just
41 about every single redistricting. As we saw, even at the State level because the
42 Senate Districts changed numbers all over the State, current members who were
43 up in Presidential election years found themselves now up for not in the district
44 that they lived in was now in the mid-term elections.

1 **COMMISSIONER VAN NATTA** – No but in our City what has happened
2 historically or at least since I've been here is whenever there has been a
3 redistricting, there has been some gerrymandering of the district lines so that
4 even if you had to have a little panhandle that went out, the person who was
5 representing that district, still remained in that district, so this would be something
6 new. I mean where I live right now, this is going to be the third district I'm in and I
7 haven't moved.

8
9 **SPEAKER LEVITT** – So the City Council first of all requested not to consider
10 incumbent locations as part of this process.

11
12 **COMMISSIONER VAN NATTA** – And I think that's good

13
14 **SPEAKER LEVITT** – And so they were not considered as part of the process of
15 drawing the lines. Now because we're losing a seat we're also opening up a new
16 position and so of course with the new position of mayor, anyone from anywhere
17 in the City; any currently elected represented or not currently representative
18 resident of the City can run for that new position, so there will be another position
19 open citywide. Now of course we are going from five districts to four districts.
20 You know everyone who was in current District 5 will no longer be in District 5,
21 just because there will be no District 5 afterwards and each of the remaining four
22 districts will see their population increase by 25 percent because that is
23 redistributing the population over the other four districts.

24
25 **COMMISSIONER VAN NATTA** – So the elected position for District Five is the
26 one that is going to naturally expire when the new districts... I mean it's not
27 putting District Five's council member out of office prior to the end the term.

28
29 **SPEAKER LEVITT** – It doesn't put them out of office at the end of their term, but
30 that position will become the position of mayor essentially and be elected
31 citywide and that representative who currently holds District Five would be able
32 to run in whichever seat or whichever part of District Five they are now in. If they
33 lived in District One they could run for District one. If they lived in District Two
34 they could run in District Two and so on.

35
36 **COMMISSIONER VAN NATTA** – Against the other two Council members that
37 also live in District Two.

38
39 **SPEAKER LEVITT** – Or you know because we said there might be seats that
40 are open or there might be seats where there are different pairs of you know...
41 the incumbent in District Three may end up living in District Four or vice versa
42 and I'll say in looking at this, in many jurisdictions we've looked where they've
43 renumbered districts, they've run into the same concern.

44
45 **COMMISSIONER VAN NATTA** – Yeah, it sound like a puzzle because okay,
46 District Five's term ends. They changed the districts but there isn't another

1 opening until two years later, so it's not like that person can just immediately
2 transition into running for another district.

3
4 **SPEAKER LEVITT** – And this is something that always comes up with
5 redistricting, whether it is at the State level, whether it is in cities or any
6 jurisdiction especially when we either reduce a seat or add a seat or renumber.
7 Many jurisdictions have requirements like the City of Stockton that districts are
8 strictly numbered north to south and so if a district adds a census tract that is a
9 little farther north, suddenly it goes from being number 3 to number 4, that
10 changes the election cycle that district is on.

11
12 **COMMISSIONER VAN NATTA** – But all of these numbers and when they end
13 and when they start, all of that has been compared and that's all been worked
14 out to where it does...

15
16 **SPEAKER LEVITT** – Yes, so there will always been five elected representatives;
17 four City Council members and a Mayor, because currently there are three
18 Council members on one election cycle and two on the other and these would
19 maintain the two and two and that third seat where right now we elect the third
20 representative to City Council, that at least depending on whether the voters
21 adopt a two year or four year Mayor, at least that position would become the four
22 year Mayor position if that was what the voters adopted. There will always be
23 five representatives.

24
25 **COMMISSIONER VAN NATTA** – Okay so with the alternating two and two,
26 that's like every other year there would be an election then right?

27
28 **SPEAKER LEVITT** – Two seats would be up in 2016 and two would be up in
29 2018

30
31 **COMMISSIONER VAN NATTA** – Okay so is the Mayor's position going to run
32 concurrent with that?

33
34 **SPEAKER LEVITT** – So depending on whether or not the voters adopt a two
35 year or four year mayor, they would be elected in the same election. Essentially
36 right now we have three representatives...

37
38 **COMMISSIONER VAN NATTA** – Like it wouldn't be 2015 or 2017. It would still
39 be on the same elections.

40
41 **SPEAKER LEVITT** – No and so for example if they did adopt the four year
42 mayor, it would be very similar to the current three elected in one year and two
43 elected in another, it would just be two and then the mayor in one year and then
44 the other two in the second year.

45

1 **COMMISSIONER VAN NATTA** - I understand it about as well as I did starting
2 out but...

3
4 **VICE CHAIR SIMS** – So now we've started talking about this, when I hear
5 special elections, that means money, so by this action what is the likelihood that
6 a special election would be required?
7

8 **SPEAKER LEVITT** – I mean I can't predict exactly who decides to run and where
9 they decide to run. I do know that we have tried to number the districts such that
10 it mitigates that factor. I believe that you know we did not use incumbency in
11 drawing the plans, however the City has looked at this in assigning years to
12 districts and I believe of the current five City Council members, three of them
13 would end up in their own, in districts of the only incumbent and be easy to run in
14 that seat in that year and the other two of course would be in the same district so
15 it would minimize that impact.
16

17 **VICE CHAIR SIMS** – What is the cost for a special election if it came about?
18

19 **CITY CLERK HALSTEAD** – That depends. It can be if it's a standalone, it could
20 be anywhere from 50 to 75 thousand. If it's consolidated with another election
21 then it could be cheaper.
22

23 **COMMISSIONER VAN NATTA** – Which brings me to one more question. So if a
24 sitting Council person at some point decided that they wanted to resign as a
25 Council person two years into their term and run for Mayor instead, would it
26 necessitate a special election or would the Council still be able to appoint
27 someone to finish out that departing Council persons term as has been done
28 recently.
29

30 **CITY ATTORNEY BRYANT** – If there is a vacancy due to a resignation, then yes
31 it is up to the City Council to decide whether to call for an election or whether to
32 fill the position by appointment.
33

34 **COMMISSIONER VAN NATTA** – Is there any way where all of this changing
35 around could be that... I don't know whether this is possible to say that if there is
36 more than a year left on a Council person's unexpired term, that it would be
37 mandated that it be an election rather than an appointment?
38

39 **CITY ATTORNEY BRYANT** – That would not be part of this resolution or the
40 measures being considered right now for the November 2014 election but it could
41 be considered in the future.
42

43 **COMMISSIONER VAN NATTA** - So for now it would be up to the Council to
44 decide.
45

46 **CITY ATTORNEY BRYANT** – Yes

1
2 **CHAIR GIBA** – Our findings right now are just those three for adoption, but I like
3 the dialogue on it anyway because probably there a lot of community members
4 that are probably going ... like once before. Anything else?

5
6 **VICE CHAIR SIMS** - I'd like to make a motion

7
8 **CHAIR GIBA** - We can't do that yet, we've got to give other people a chance to
9 talk till we're all good.

10
11 **COMMISSIONER BARNES** – I have a question that actually pertains to one of
12 the three items that we're actually considering here. Item (a), each and every
13 one of the legislative districts as set forth in the ordinance closes completely. Did
14 you also check to guarantee there is no gaps or overlaps so that someone
15 doesn't live in two districts or not in any districts and should the wording reflect
16 that? A very minor technical point?

17
18 **SPEAKER LEVITT** – No, I can address part of this and I'll leave the wording
19 question up to the City Attorney, but no resident lives in more than one district
20 and every resident lives in the district; in one district.

21
22 **COMMISSIONER BARNES** – The boundaries have been verified to not have
23 any gaps or overlaps?

24
25 **SPEAKER LEVITT** – Yes and we have shape files and geographic files of the
26 district that we provide to the County that show that.

27
28 **COMMISSIONER BARNES** – That was my question.

29
30 **CHAIR GIBA** – Good question.

31
32 **COMMISSIONER BARNES** – Could the condition be reworded to account for
33 that?

34
35 **CITY ATTORNEY BRYANT** – The required findings are just that one or more of
36 the legislative districts do not close, so you just have to figure out whether they
37 all close.

38
39 **COMMISSIONER BARNES** – Okay

40
41 **SPEAKER LEVITT** – I think the wording comes directly from the State's
42 Government Code.

43
44 **COMMISSIONER RAMIREZ** – Yes can you talk a little bit about the rights, duties
45 and responsibilities of a directly elected mayor?
46

1 **SPEAKER LEVITT** – I will leave that up to City Staff.

2 **CITY ATTORNEY BRYANT** – Okay, a directly elected mayor in a general law
3 city, has all the same powers and duties as a regular councilperson, in addition
4 being able to appoint to boards and committees and commissions with the
5 approval of the council.

6
7 **COMMISSIONER RAMIREZ** – Very well, thank you.

8
9 **CHAIR GIBA** – Anybody, anything else? Thank you I appreciate it very much.
10 No more questions then, I'd like to open it up to the public. Am I right? So we
11 have public testimony now, so I think my first one is Tom Jerele. Oh you jumped
12 him up here. I'll get used to that screen... Chris Baca. Tom you'll have to wait,
13 unless Chris want abdicate his position.

14
15 **SPEAKER JERELE** – It's best not to call me first. Chairman Giba,
16 Commissioners and members of the Staff and the public. Thank you for having
17 this dialogue. I've been a proponent for a publicly elected mayor from the advent
18 of the City and I just think it's necessary and I won't go into the reasons why,
19 although I would have liked to have seen six districts. I think eventually we're
20 going to need them and I think it would have been a good call, but it's mute at
21 this point, but one of the caveats that came out and Commissioner Ramirez
22 brought it up about the rights, duties and obligations of the mayor and I really and
23 I wasn't aware of it until a speaker brought it up to the City Council, I really don't
24 like the idea of the Mayor making the appointments. Now we do have the safety
25 net of the balance of the Council having approve those, but it just seems like too
26 much consolidated power. I think a good prospect could be extricated if the
27 Mayor doesn't like this or that person and I like the way they have been making
28 appointments in the past; the various boards and commissions, you know as a
29 collective body. I don't how to engineer that. That is something the City Attorney
30 will have to comment on it, but that is something that really gave me like a... I
31 really don't like that, so you know I like the way we've been doing business and I
32 think this body is a good example. I mean you have a very well balanced body
33 and our past Commissions have been very good; really good. I mean the past
34 Council has done a good job of coming up with some good Commissioners; not
35 just the current one but for many years. They are never perfect but the reality is I
36 think we've had some good governments, so I'd like to see that continue. Thank
37 you. Oh and I don't know how you comment on that but I'd like to see the
38 Commission express their opinion on that as well. Thank you.

39
40 **CHAIR GIBA** – Anybody have any comment on that?

41
42 **COMMISSIONER BARNES** – Actually I have a question on it but we can wait
43 until Mr. Baca speaks.

44
45 **CHAIR GIBA** – Thank you Tom.
46

1 **SPEAKER BACA** – Good evening Commissioners. Again I forgot to introduce
2 myself... Christopher Baca. I live here in District 5 and I'm here representing
3 myself as a resident of the City. I believe I also think that the appointment
4 portion is not a good thing and that possibly if you would, my opinion would be to
5 recommend as Staff has recommended that you approve this with a condition
6 that they remove the appointment portion of it that the Mayor would appoint
7 commissions. I think that's a little bit too much at this point. I think all that can be
8 ironed out if the City should ever decide to create a charter and that can be
9 written into the charter, but at this point we are a general law city and you know I
10 think the issue of an elected mayor is just part of the process of you know getting
11 into a charter city, but as far as appointments are concerned, I think that is a little
12 too much for a mayor for a general law city, so again I would suggest that you
13 approve this with a condition that they remove the portion of the appointments. I
14 am going to use the remainder of my time to speak about topics that were
15 brought up by the Commissioners. One of them was Commissioner Lowell who
16 mentioned why four and not six or eight. The process has been going on for
17 quite a bit; quite a while. There has been a lot of discussion in City Council. I
18 urge you to look back at some of the Council meetings and see what the reasons
19 were behind four, rather than six or eight were. One of the main reasons was the
20 cost for Councilmembers with one elected mayor would not burden the City any
21 more with more Councilmembers; you know whatever they get, although it is very
22 minimal stipend that they receive. I believe it's only like eight hundred dollars
23 plus some gas, but even though the City at this point is not in the position to, in
24 my opinion to add six or eight Councilmembers. Another of the comments by
25 Commissioner Van Natta regarding the people who live in the district and so forth
26 and the election code. I urge to read the election code. We are a general law
27 city and the election code dictates what Councilmembers can do as far as
28 appointments or calling for an election. Again the appointment of a current
29 Councilmember was they exercised the law, the right and the law to appoint if
30 down the line we develop a charter and you know that would be a different case,
31 but the law dictated that they can appoint. Thank you.

32
33 **CHAIR GIBA** – Thank you Chris. Correct me Suzanne and John, before we go
34 on to Kathleen just so I can get this clear. We are really only making findings on
35 items 1, 2, and 3. Therefore my understanding is we're not allowed to make any
36 or we can't make any additional adjustments to this.

37
38 **CITY ATTORNEY BRYANT** – That's correct

39
40 **CHAIR GIBA** – It's just we find those three findings; that's our responsibility up
41 here as Commissioners. It moves on back to the Planning Commission.

42
43 **CITY ATTORNEY BRYANT** – Right and then it goes back to the Council and
44 then it would go before the voters and then the voters decide if they want a
45 directly elected mayor. Directly elected mayor includes...

46

1 **CHAIR GIBA** – So it’s an all or nothing package is what we are saying.

2
3 **CITY ATTORNEY BRYANT** – Yeah, a directly elected mayor includes appointed
4 powers.

5
6 **CHAIR GIBA** – I just wanted to clarify that so that we understand. Thank you.
7 What do we have...? Kathleen... Hi Miss Dale

8
9 **SPEAKER DALE** – Good evening, Kathleen Dale. I’m a resident of current
10 District 4. I would be in the new District 3 if unfortunately this gets on the ballot
11 and passes. I’m among a group that don’t feel that this has been given adequate
12 attention and if this does qualify for the ballot we’re going to be working to feed it.
13 Primarily we don’t object to the directly elected mayor, but we do object to going
14 down to four districts. We think the future of the City is really better served with
15 six. Boy I’ve spent a lot of time and I put together this missive and I was going to
16 really blow this thing out of the water, but I spoke to Justin before the meeting
17 and he set me straight on a couple of things and so there is really only one sort
18 of threat of comments left in the written materials. I did give him a copy and he
19 has assured he is going to keep it to himself so this won’t be in the record, but I
20 think that the maps that have been included in the resolution do show districts
21 that close, but the text boundary description of it doesn’t match that boundary
22 and for District... the northern one; District 2... well actually for District 1, it
23 leaves a tail possibly and part of the reason is that the points of beginning for
24 Districts 1 and 2 are described as where the 60 meets the west City boundary
25 and the problem is that it is not a single point. There is basically two places
26 where the west City boundary meets 60 and so depending on which part of 60
27 you choose for the beginning or any of those infinite points in between where the
28 City boundary runs along the 60, you don’t have a single point of beginning and
29 the way District 2 is or 1 is described to come around at the last line that is
30 described and then to continue clockwise to the point of beginning, you don’t
31 come back to a point because a point wasn’t described to start. I think with the
32 way District 1 is laid out, even though there is an infinite number of points, you
33 would end up back at some point along that line irregardless of where you started
34 or irregardless of where you started. Districts 3 and 4, there is an issue with
35 Brodaiea alignment. One of the trends is described as following Brodaiea east of
36 Redlands to Theodore and when you look at the City maps, at least the official
37 city maps, Brodaiea is on a straight alignment, but your boundary there is curved
38 and Justin has described that apparently in the district maps they follow that and
39 perhaps that is some future plan for Brodaiea, but that is not where Brodaiea is
40 now, so if someone was taking those descriptions and was trying to recreate
41 those maps, without the maps, they wouldn’t come up with the boundaries you
42 have and so I think that by definition they wouldn’t close, so I think it is just some
43 editing on those aspects of the descriptions and then the resolution would be
44 adequate. Thank you.

1 **CHAIR GIBA** – Thank you Ms. Dale. Is she making clear sense on that was it
2 Mr. Levin or Levitt? Could you respond to that, the language versus the map?
3

4 **SPEAKER LEVITT** – So let me start with the District 3 and 4 description along
5 Brodaiea. That was language suggested to us by the City Planning Department
6 that was later confirmed by the County Registrar of Voters. It basically follows
7 the northern edge of the Lake Perris Recreation area. Apparently this area is
8 roads that are planned out, which are reflected in the census geography for the
9 area, however this is the language that was suggested to us to replace an initial
10 draft which said the Lake Perris Recreation area boundary and on the second
11 issue which is on the intersection of 60 and the City, this is just a very common
12 way of describing basically you know the boundary of the City. It is where the
13 freeway meets the City and I understand that there is a stretch where it follows
14 the freeway, but I think with the way it is worded, it doesn't really matter which
15 point you start with because the last direction is to return to the point of origin, so
16 that gets you all the way around. In addition we have the geographic files that
17 also then they themselves close and the maps that show exactly what we mean
18 by those district descriptions and I think our recommendation and I think this
19 what we've heard is that this is enough to say that they close.
20

21 **CHAIR GIBA** – Suzanne, does that sound... this your puppy...
22

23 **CITY ATTORNEY BRYANT** – Did you say this is my puppy?
24

25 **CHAIR GIBA** – Yeah this is your language. This is attorney stuff...
26

27 **CITY ATTORNEY BRYANT** – No, the language is from NDC and...
28

29 **CHAIR GIBA** – That is appropriate to use under these conditions?
30

31 **CITY ATTORNEY BRYANT** – I will defer to NDC. They draft the maps and the
32 language. It goes back to the point of beginning, so yes it does start in one place
33 and come back to the same place, so in that regard yes it does close.
34

35 **COMMISSIONER VAN NATTA** – I just have one question... okay if there was a
36 discrepancy, which takes precedence, the written description or the map?
37

38 **CITY ATTORNEY BRYANT** - I would defer to Mr. Levitt on that one.
39

40 **SPEAKER LEVITT** – Most County Registrars start with the GIS shape files, with
41 the computer; with the map version of that. Basically every single jurisdiction that
42 has districts has geographic shape files these days and they always start with
43 that in terms of drawing districts. They go to the actual district descriptions when
44 they are trying to confirm that the line that they've drawn is correct. Oftentimes
45 they will ask for clarification from the City if there is confusion or a question as
46 well.

1 **CHAIR GIBA** – Mr. Barnes you had a question?
2

3 **COMMISSIONER BARNES** – Yeah, in any other issue that the City would be
4 involved in that had to do with property limits, positons, size and location, not to
5 be self-promoting or self-serving, we would get a licensed land surveyor to write
6 the description, stamp and sign it. The points that Miss Dale brought up are
7 pretty valid when the vagaries in the wording can create two multiple points of
8 beginning, so is it improper to suggest that a land surveyor or someone who is
9 qualified to write legal descriptions, prepare that description?
10

11 **SPEAKER LEVITT** - I would just note that we've written district descriptions for
12 hundreds of jurisdictions and that they are currently used by jurisdictions ranging
13 from the City of San Diego all the way up to Twin Rivers School District up in
14 Sacramento, so I think that we certainly have a history of doing this and in fact a
15 lot of Registrars prefer ours to land surveyors because land surveyors often
16 reference things that are unique to a particular jurisdiction such as points on an
17 ordinance grid that Registrars don't really know what to do with and also when
18 Registrars have questions about districts, it is much easier to turn to someone
19 who was involved in drawing the districts and knows what that line is supposed to
20 be than it is if somebody comes who comes in right at the end of the process.
21

22 **COMMISSIONER BARNES** – Alright, I don't know that I would agree with that,
23 but that's not the area of discussion, but I do have a question for the City
24 Attorney; something that the public might have some curiosity about. What are
25 the legal ramifications of a citywide mayor voting on an issue with legal standing
26 of the four councilman, yet one is represented by a quarter of the population and
27 one is beholding to the entire city population, yet their vote carries the same
28 weight. Is that an issue in any way?
29

30 **CITY ATTORNEY BRYANT** – Procedurally, we're still in public comments. I'd be
31 happy to answer your question but Chairman Giba... I don't know if we've gotten
32 through all the public speakers?
33

34 **CHAIR GIBA** – Well the reason I was allowing that was because I wanted to
35 satisfy Miss Dale's question.
36

37 **CITY ATTORNEY BRYANT** – Right, but this one seems a little bit...
38

39 **CHAIR GIBA** – This one is on the outside of that, so let's hold onto that question.
40 So are there any more questions on that specific topic? Miss Dale are you
41 satisfied with this? You may come... you have a rebuttal approach; go ahead.
42

43 **SPEAKER DALE** - It was my understanding I think from the Council hearings
44 that this written description of the boundaries is actually part of the ballot
45 measure and so if it is, it needs to be correct as well, that it is not a matter of the
46 ROV just having the shape file. If I'm mistaken on that, then I'll obviously it's

1 irrelevant and I do respect Mr. Levitt's knowledge and understanding but I'll
2 probably be talking to the Registrar of the Voters office myself too, because I
3 want to make sure all the "i's" and dotted and "t's" are crossed before this thing
4 gets on the ballot. Thank you.

5
6 **CHAIR GIBA** – Is it appropriate then to recommend to the City Council that in
7 light of Mr. Barnes question and the continued question here and I know you
8 want to get back to your answer, but having to do with the boundaries. Would it
9 be inappropriate to request that there be secondary input from somebody who
10 has experience doing that other than just one group who did the map as kind of a
11 backup so to speak, making sure that those questions are resolved; a surveyor
12 or something? Would that be... if we bounce that back, could we pass this
13 resolution, but with the request that a surveyor goes through it and reassesses
14 those boundaries?

15
16 **CITY ATTORNEY BRYANT** – Well if we want to make it useful, perhaps running
17 it by our ROV (Registrar of Voters) to see if it complies with the census tract. I
18 don't know how the map gets transmitted to the Registrar of Voters. Do you
19 know? It's a shape file.

20
21 **COMMISSIONER GIBA** – Mr. Levitt do you have a response to that?

22
23 **SPEAKER LEVITT** – I can answer that question because we've sent hundreds of
24 these over to Registrars of Voters across the State and what we send is a shape
25 file that is the shape file of the plan that was adopted along with a copy of the
26 resolution adopted by the City Council, which does include the district
27 descriptions, as well as whatever other information the Registrar of Voters in that
28 particular county requests to be sent over. Sometimes they like the demographic
29 data to be attached to it. Sometimes they want to see the comparison to the
30 current districts. For the County of San Diego for example we did a precinct list
31 of which precincts were in each district, but that all is transmitted into one
32 basically zip file that is sent over to the person who does GIS in the County
33 Registrar of Voter's office and then they implement the plan; they implement the
34 districts because they have to re-precinct based on the new district boundaries.

35
36 **CHAIR GIBA** – Thank you. Were there any more questions dealing with the
37 public comments portion of this or Miss Dale's concern? If there are not, I'd like
38 to close the Public Comment and then we can come back... was there anything?
39 Okay, let's close that Public Comment and then we can get back to your question
40 at the more appropriate time. So, you wanted to ask again that procedural
41 question with the Attorney?

42
43 **COMMISSIONER BARNES** – Yeah, my question was what are the legal
44 ramifications of one vote on an issue beholding to the entire population of 200
45 thousand as an example and the other votes only being responsible to 50

1 thousand? It seems odd to carry equal weight on the issue but the
2 responsibilities are different.

3
4 **CITY ATTORNEY BRYANT** – I think it’s kind of a philosophical discussion as
5 well. As a councilmember or mayor, you are elected by your constituents, but
6 once you get to the dais then you are voting as a council; your vote is one of five
7 and you are supposed to be representing and voting for the best of the city, so
8 you are part of a bigger body; the Council. You are not just representing the 50
9 thousand constituents. You are representing the entire city once you are on the
10 dais. You are only elected by those 50 thousand people.

11
12 **COMMISSIONER BARNES** – But I think we all know that the reality is that you
13 are beholden to the people that vote for you and you have an obligation I think to
14 represent them. Say District 1 populous takes position A on an issue but District
15 3 might take a different position. Don’t you have an obligation to represent your
16 district? Again I don’t want get... This is getting way off track, probably not
17 appropriate.

18
19 **CITY ATTORNEY BRYANT** – Again I really don’t see a legal

20
21 **CHAIR GIBA** – But it is good discussion

22
23 **CITY ATTORNEY BRYANT** – Right

24
25 **COMMISSIONER VAN NATTA** – I think really when you are looking at it though,
26 every councilmember regardless of the fact that only 50 thousand people are in
27 their district, every decision that they make affects the entire city, so I don’t how
28 that’s any different. You know what you vote on as a councilmember doesn’t just
29 affect your particular district.

30
31 **COMMISSIONER BARNES** – Right, but the repercussions are only reflected in
32 the people that get to vote for you.

33
34 **VICE CHAIR SIMS** – Right, but at the end of the day however the vote comes
35 down, maybe your district, if you voted... this hypothetical councilperson voted
36 for a way to protect their interest of their ward, if it goes another way, that’s just
37 the way it goes. That’s why it is uneven number of seats.

38
39 **COMMISSIONER BARNES** – Hopefully before it goes to the vote this will all be
40 vetted.

41
42 **COMMISSIONER VAN NATTA** - And when you have one person who is not
43 beholden is the word you used to one particular section of the city, you also have
44 someone that let’s say my councilmember is not responsive to something that
45 I’ve asked him to present, then I can go to the mayor who has equal weight on

1 the council but might be willing to look into or to address a concern that I couldn't
2 get addressed by my councilperson.

3
4 **CHAIR GIBA** – For those of you who don't realize this is Commission debate and
5 discussion so, fine throw it out there and be free about it. Any more questions or
6 discussion?

7
8 **VICE CHAIR SIMS** – I just on this on the issue about the mayor appointments;
9 making appointments to commissions and so forth. I personally am comfortable
10 with the resolution ordinance as written because it does state in the words there
11 that the mayor may with approval of the City Council. It is a self-governing board
12 and I can't imagine that the mayor would go too far out on a limb. That's kind of
13 my position on that.

14
15 **CHAIR GIBA** – And I would remind you all that we're only voting on Items 1, 2
16 and 3 which that is what we are really adopting here, but I appreciate the
17 discussion. I think the community needs to hear it and I like to leave it open for
18 that. Go ahead.

19
20 **COMMISSIONER VAN NATTA** – Are you ready for a motion?

21
22 **CHAIR GIBA** – If we are ready go ahead.

23
24 **VICE CHAIR SIMS** – I'd like to make a recommendation that this Planning
25 Commission **ADOPT** a resolution with map Plan 2b attached to the resolution as
26 Exhibit A with the findings/determinations that:

- 27
28 1. Each and every one of the legislative districts as set forth in the
29 Ordinance closes completely;
30
31 2. None of the legislative districts as set forth in the Ordinance are
32 eliminated in their entirety prior to the termination of the term of office of
33 the Council Member of or from such district;
34
35 3. The Ordinance will not result in a greater number of Council Members
36 being qualified to hold office concurrently than are authorized by the
37 ordinance.

38
39 **CHAIR GIBA** – Do we have a second?

40
41 **COMMISSIONER VAN NATTA** – I'll second it

42
43 **CHAIR GIBA** – We have a motion and a second. Can we take a roll on that?

44
45 **COMMISSIONER RAMIREZ** – Aye

1 **COMMISSIONER BARNES** – Aye
2
3 **COMMISSIONER BAKER** – Aye
4
5 **COMMISSIONER LOWELL** – Nay
6
7 **COMMISSIONER VAN NATTA** – Aye
8
9 **VICE CHAIR SIMS** – Aye
10
11 **CHAIR GIBA** – Aye
12
13 **CHAIR GIBA** – That was six yes and one no. I guess it passes and staff wrap
14 up.
15
16 **CITY ATTORNEY BRYANT** – The matter will be given to the City Clerk and the
17 City Clerk will let the City Council know. Thank you.
18
19 **CHAIR GIBA** – I appreciate the fact that there was a little open discussion on
20 that. I appreciate you being you know allowing us to discuss it because the
21 community would probably like to hear a little bit more about the feelings of
22 others.
23
24 **CITY ATTORNEY BRYANT** – I was just taken aback by your reference to a
25 puppy.
26
27 **CHAIR GIBA** – Earlier when I was speaking with Mr. (?), he said this is your
28 baby, this is your thing. You know you are the one that likes this one and it had
29 the language involved, so I thought okay this one is yours and my language was
30 probably a little bit lose and I apologize for that. It’s relaxed and that’s the way I
31 am sometimes.
32
33
34 **2. Case Description:** **PA 13-0068** **Change of Zone**
35 **PA 13-0069** **General Plan Amendment**
36
37 **Case Planner:** **Claudia Manrique**
38
39 **CHAIR GIBA** – Alright, so then let’s move on to Case Description if I may, PA13-
40 0068 Change of Zone and PA13-0069 General Plan and we have the Planner on
41 this one is... who is the Case Planner?
42
43 **ASSOCIATE PLANNER MANRIQUE** – It’s me; Claudia Manrique.
44
45 **CHAIR GIBA** – Claudia I didn’t see your name on this one. I’m sorry.
46

1 **ASSOCIATE PLANNER MANRIQUE** – No problem. The project tonight
2 includes two applications. It is a General Plan Amendment and a Zone Change
3 to change the existing land use of three parcels located at the southwest corner
4 of Perris Boulevard and Santiago Drive, which is north of Iris Avenue. The
5 project proposes to change the General Plan designation from Commercial to
6 Residential 30 and the zoning from Neighborhood Commercial to Residential 30.
7 The Mixed Use District Overlay will also be expanded to include these three
8 parcels as Mixed Use Neighborhood. There is no development application
9 associated with the proposed land use changes. The proposed R30 is
10 compatible with the established land use designations to the parcels to the west,
11 northwest and southwest of the project. This includes four parcels that owned by
12 the current owner of the parcels that we are changing tonight. These parcels are
13 also zoned R30. The inclusion into the Mixed Use Overlay District will give the
14 property owner additional choices to develop their property in the future. The
15 three parcels may be combined with the other four R30 parcels to create a large
16 multi-family development or the Mixed Use Overlay standards for the MUN. A
17 Mixed Use development in this area would be compatible with the adjacent
18 existing multi family zoning and integrate with existing commercial to the south
19 and southeast as well as to the proposed commercial to the north. An Initial
20 Study was completed for the proposed project and based on the Initial Study the
21 determination is that there is not a result for potential significant impacts on the
22 environment and therefore the adoption of a negative declaration is
23 recommended. Public Notice was sent to owners within 300 feet of the project
24 as well as posted on site and in the newspaper. As of tonight I have received no
25 calls regarding the project and Staff recommends that the Planning Commission
26 approve Resolution 2014-14 and recommend that the City Council adopt a
27 Negative Declaration and approve PA13-0068 and 69. Thank you.

28
29 **CHAIR GIBA** – Thank you Claudia. Do we have any questions for the Planner?
30

31 **COMMISSIONER LOWELL** – Normally when these things come in front of us
32 there is a project associated with the Change of Zone, the General Plan
33 Amendment or a Mixed Use District Overlay, but there is no project been
34 submitted with this Change of Zone or with the project, but it says here in March
35 2008 there was a commercial retail building application that was submitted;
36 PA06-0123, but we are going to change it from commercial to residential, so
37 there is an existing application on the property, but we are going to change the
38 zoning. How is that going to affect the property or the project that was already
39 approved?
40

41 **INTERIM PLANNING OFFICIAL ORMSBY** – It is my understanding that there is
42 no plan to move ahead with that project, so the intent is that that project will not
43 happen and I don't know if that project is still valid or not in terms of the longevity
44 of it but it could be...
45

1 **COMMISSIONER LOWELL** – It remains valid until March of 2015, so they still
2 have another year

3
4 **INTERIM PLANNING OFFICIAL ORMSBY** – Then it probably should be
5 withdrawn.

6
7 **COMMISSIONER LOWELL** – So are we putting the cart before the horse by
8 voting on this tonight. Should this be cancelled?

9
10 **INTERIM PLANNING OFFICIAL ORMSBY** – No I don't think so. What can be
11 done is a condition could be added that...

12
13 **COMMISSIONER LOWELL** – It's like buying a car without a driver's license or
14 buying gas for your car without having the car. There are things that aren't in the
15 right order here.

16
17 **INTERIM PLANNING OFFICIAL ORMSBY** – Right, but you could add a
18 condition that is not on the project already that would identify that the project will
19 be withdrawn prior to the effective date of the ordinance for the zone change.

20
21 **COMMISSIONER LOWELL** – When the developer or the owner has a chance to
22 talk, I'll ask him about that specific...

23
24 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes

25
26 **COMMISSIONER LOWELL** – Thank you

27
28 **CHAIR GIBA** – I had the same question actually; that same one highlighted and
29 my question would have been the same thing. Unless there is some proof of
30 them vacating that project, it seems reasonable to me that we should wait until
31 2015, but that's what we're asking you about and who are we going to be
32 speaking to this evening if there is no project. Is it the one who has the current
33 commercial on that project?

34
35 **INTERIM PLANNING OFFICIAL ORMSBY** – Just a clarification; actually the
36 Mixed Use Overlay does allow commercial zoning or commercial development
37 without necessarily having the residential be a component of it, so the current
38 project could be built under with the proposed zone change with the Mixed Use
39 Overlay, so that's a further clarification with regard to that, but the applicant can
40 further elaborate on the clarification as far as ownership and the applicant.

41
42 **COMMISSIONER LOWELL** – Could you give us a little clarity on what can and
43 cannot be built in the MUN?

44
45 **INTERIM PLANNING OFFICIAL ORMSBY** - Well I think... Claudia actually
46 worked on the ordinance for that, so I'll defer to Claudia on that.

1 **COMMISSIONER LOWELL** – I'll direct it to Claudia then.

2
3 **ASSOCIATE PLANNER MANRIQUE** – The Mixed Use Neighborhood in the
4 whole package of the overlay, it allows for residential up to 30 units with a mix of
5 commercial uses that are very similar to the Neighborhood Commercial zoning
6 that we have. So if the owners decided that they are going to build a huge
7 apartment complex and wanted some support uses for the residents, which is
8 pretty similar to what they have approved in the shopping center that is still valid,
9 they could still build that.

10
11 **CHAIR GIBA** – But we're changing that whole quarter to R30 under this new
12 change, am I correct?

13
14 **ASSOCIATE PLANNER MANRIQUE** – Yes, so they can come in and build...

15
16 **CHAIR GIBA** – What you are saying is they can build R30 right now at that
17 corner of that lot is commercial; correct? It's not R30, so there would be no
18 apartments right now built on that corner.

19
20 **ASSOCIATE PLANNER MANRIQUE** – Right and there is an aqueduct that cuts
21 through the property diagonally or right across so it is going to take up a lot of
22 what would possibly apartments building area.

23
24 **CHAIR GIBA** – I know you are just biting at the bit...

25
26 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well I just
27 wanted since I was involved in the original discussion with the developer, the
28 land owner at this time; you know future developer and they can elaborate more
29 on why they want the change. They also own the very large R30 parcel that is to
30 the west of this commercial site and their knowledge of the market for multi-
31 family, which they are very familiar with is that successful multi-family projects
32 have exposure on a major thoroughfare and therefore they are requesting this
33 change to make sure that the future development of an apartment building west
34 of Perris will be more successful because they will have a window basically to
35 advertise that they exist on a major thoroughfare. I mean that's the main reason
36 for this. With the Mixed Use Overlay and a General Plan designation, it allows
37 you develop according to the underlying zone; basically the R30 or to the Mixed
38 Use standards. The Mixed Use standards allow for all commercial or if it is not
39 all commercial, having a first floor commercial and upper floors as residential, so
40 if take the overlay, you have some additional choices, but if you don't want all
41 those choices you just revert to the underlying land use which is the R30, and
42 that's all the Mixed Use zones throughout the City have that same situation.
43 There is an underlying zoning that has certain rights and then it has the mixed
44 use that has an opportunity for a landowner to do mixed use rather than just
45 complying with the underlying use and that was the way that City Council wanted
46 it to be structured so that we weren't taking something away landowners. We

1 were basically giving them more options. Is that helpful? The idea is and I'll
2 defer to the applicant, but the main reason for this change is to make a future
3 development more viable and...

4
5 **CHAIR GIBA** – So he wants to change it now so that if he chooses to make
6 changes later he will be able to do that without having to go back through this
7 process again.

8
9 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Again I'll
10 let them characterize it, but I think the idea is to set up the stage for a successful
11 future development application, as far as successful meaning people that will
12 want to come in and actually invest or build it.

13
14 **CHAIR GIBA** – Commissioner Barnes you had a question?

15
16 **COMMISSIONER BARNES** – Well if I understand this, the mixed use allows the
17 mixed use on top of the R30 would allow both commercial and residential, but if
18 you were to put the mixed use on top of the commercial you would not have that
19 option? In other words why aren't we just doing the mixed use?

20
21 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – You
22 wouldn't have the option of having a development that was entirely multi-family.

23
24 **COMMISSIONER BARNES** – Okay

25
26 **COMMISSIONER LOWELL** – He's hedging his bet. He is trying to get the best
27 of both worlds.

28
29 **COMMISSIONER BARNES** – Alright, thank you

30
31 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And I
32 think the reason for that as you probably know, a vertical mixed use is not the
33 type of project that is probably viable in this location today, but it is an option for
34 the future.

35
36 **CHAIR GIBA** – Any other questions? Okay if there any questions then can we
37 have the Applicant's testimony.

38
39 **COMMISSIONER LOWELL** – Could I ask that the AC be turned back on. It is
40 kind of hot in here?

41
42 **CHAIR GIBA** – You are killing us up here.

43
44 **APPLICANT WEBER** – Good evening Mr. Chairman, honorable Commission
45 members. My name is Jeff Weber. I'm with Perris Pentecostal. That is tough to
46 say. If we could go back to the aerial, I'll give you guys a little background. I

1 mean we can probably work through a couple of these things fairly quickly. As
2 Staff was saying, the reasons for the R30 and the Overlay is just to give us sort
3 of the broad range of options available for the development of the property and
4 so we like Staff's recommendation of that. The primary reason why we put the
5 R30 on is to be consistent with other General Plan Update., when that occurred
6 for the balance of our property, so the rest of it had been zoned R30 and the little
7 piece in front through I'll say we weren't quite paying attention, didn't get in that
8 cycle, so we finally figured that out and have come back to request sort of that
9 we clean up that little piece so it is consistent with the rest of the property and
10 then Staff had the suggestion for the overlay and we thought that was a great
11 idea to do. Staff also pointed out there is a Metropolitan Water line that runs
12 right diagonal across the property, so it's not like there is going to be apartments
13 right up on the street. We've got some physical logistics there to deal with, but
14 we just thought it would be consistent to have the property all be R30 so if we
15 want to have a rental office type situation up there and there be some units up
16 there, we needed the R30 zone to be consistent with everything that goes and
17 wraps back and around behind Home Depot.

18
19 In regard to the previous application, I think I would agree with Staff's
20 recommendation and I would agree with their recommendation that tonight I
21 would like to request that we approve what we are doing here with the condition
22 that we remove the previous application and so an oversight on our part. I can
23 say I thought I sent that in but maybe I didn't. You know we have abandoned
24 that project, so my suggestion is that you can condition me to do that. We would
25 get Staff this letter within the next day or two formally pulling that project so that
26 when it went to City Council this item would be taken care of and then we would
27 have it officially pulled off so we wouldn't have this confusion. I did not realize
28 that was on there until you know I saw all this and we thought we took care of
29 that but maybe we didn't so we came tonight and I didn't have a chance to talk to
30 Claudia specifically about that before the meeting, but she has been great to
31 work with, Staff has been excellent. You know we request that you approve the
32 item tonight with that condition and if you have any more questions please let me
33 know. Thank you.

34
35 **CHAIR GIBA** – Questions? Carlos?

36
37 **COMMISSIONER RAMIREZ** – No I think the applicant has satisfied our
38 concerns.

39
40 **COMMISSIONER BARNES** – No questions, but I do have some discussion
41 when we get into it.

42
43 **CHAIR GIBA** – Hold on to it. Mr. Sims?

44
45 **VICE CHAIR SIMS** – I think I understand what you are trying to do. It seems
46 appropriate.

1 **CHAIR GIBA** – Meli? Lowell?

2

3 **COMMISSIONER LOWELL** – I appreciate your comments, they are very clear
4 and concise and it made a better picture of what you are trying to do. Thank you.

5

6 **CHAIR GIBA** – Baker? There is no questions for you at this point and we'll open
7 for public discussion. Do we have any pink slips or purple slips or green ones?
8 So they are open and closed; the public comment section and that is out of the
9 way and we'll move on then to debate. Go ahead Mr. Barnes

10

11 **COMMISSIONER BARNES** – I appreciate the applicant's information and let me
12 say that I have no objections to the proposal at all, but I do recall a meeting or
13 two ago where we discussed a fairly large warehouse project and the tone of the
14 people that were in opposition had a lot to do with the fact that the General Plan
15 was a very important document and it guided development in the City and we
16 made the overriding... we made the decision based on overriding considerations
17 that the project warranted a change to the General Plan. Now we are
18 considering a change to the General Plan without a project that warrants it or
19 would indicate that it's in the best interest of the City and I'm again not speaking
20 against the project at all, but philosophically it seems that we are contradicting
21 ourselves a little bit here.

22

23 **CHAIR GIBA** – Picking and choosing

24

25 **COMMISSIONER BARNES** – Yeah and I have an issue with that as far as
26 consistency and the message that it might send.

27

28 **CHAIR GIBA** – Was that...

29

30 **COMMISSIONER BARNES** – No that's basically it

31

32 **COMMISSIONER VAN NATTA** – Philosophically a plan is a plan. A plan can be
33 changed when it is appropriate. This as was described almost sounds like this is
34 the way it should have been but somehow got overlooked and was not set up this
35 was to be begin with. It seems to be an obvious entry way on the R30 that is
36 already there and I don't see any reason not to go ahead a make this small
37 adjustment, which doesn't really affect that much else other than that one piece
38 of property.

39

40 **VICE CHAIR SIMS** – I think you know if I understand on this Mixed Use District
41 Overlay, is that what is on the screen... yeah, so the proposed underlying zoning
42 could you go back through that. What is the underlying zoning currently for this
43 property?

44

45 **ASSOCIATE PLANNER MANRIQUE** – Currently the zoning is Neighborhood
46 Commercial. We are changing it to R30.

1 **VICE CHAIR SIMS** – So it would be proposed to be... I guess as far as your
2 comment Commissioner Barnes the significant here is we're talking 2.3 acres
3 versus the project we were considering that you were referencing. I get what you
4 are saying about you know the inconsistency in that, but I do think there is
5 significant difference in what we're applying here is a General Plan Amendment
6 for the consistency with the existing land use. I think the overriding consideration
7 here is I do point out; I did not vote for the General Plan Amendment, so I'm
8 going against my own vote here, so the way I voted last time, but in this case
9 how I justify going ahead without a known project is that the proposed is very
10 consistent with what is exactly surrounding the piece of property.

11
12 **COMMISSIONER LOWELL** – On that same note Mr. Sims it is currently exactly
13 consistent with the surrounding properties. Also Suzanne I have a question. The
14 General Plan is only allowed to be modified or amended four times a year? Is
15 that correct?

16
17 **CITY ATTORNEY BRYANT** – There can be four General Plan Amendments per
18 year.

19
20 **COMMISSIONER LOWELL** – And this would count as one of them correct?

21
22 **CITY ATTORNEY BRYANT** – Once it gets to the Council

23
24 **COMMISSIONER LOWELL** – My concerns are is that we would be amending
25 the General Plan without a clear concise goal, so if the owner would like to
26 modify the General Plan which you are only allowed to do four times a year, I
27 would highly encourage him to submit a proposed development along with that
28 and make that General Plan Amendment at that point in time and not do it now,
29 because then it would limit us to changing the General Plan three more times.
30 Prologis is one of them, which is the plan everybody is talking about, which
31 means... I think it is a bad idea to change the General Plan without a clear goal
32 in mind.

33
34 **COMMISSIONER BARNES** – I have to agree. We may come upon an
35 opportunity where there is a very compelling reason to make a change and we
36 wouldn't have the opportunity because we've... correct me if I'm wrong.

37
38 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No we
39 have a solution to that.

40
41 **CHAIR GIBA** – Hold on John let him finish, you get to you know...

42
43 **COMMISSIONER BARNES** – I think everybody knew where I was going with
44 that. Without further information I am leery as Commissioner Lowell.

45

1 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Point well
2 taken. The first point I want to make is that pursuant to our Municipal Code a
3 development application proposal is not required to accompany a General Plan
4 Amendment, so it's not required by our Code and I've been doing this for a while
5 and we've had... many times we've had a project associated with it, but other
6 times the City initiated R30 as a great example. There were no; there wasn't a
7 project associated with that and it is in looking at that other thing, what is the
8 compelling reason to make this change and the applicant can speak to their
9 reasoning, but the reasoning that I was supportive of this is because it will allow
10 for the project on the balance of the R30 to be more successful and viable project
11 and I think that's the compelling interest. When we have a bunch of projects that
12 need General Plan Amendments and it hasn't happened recently, but before the
13 recession, we would have several projects at a time that needed a General Plan
14 Amendment and we would package those together in a single action, so if we
15 have a lot of things, we package them together and typically in a busy season
16 and we may have one of those coming up you know in the next development
17 cycle, we have roughly one General Plan; Land Use General Plan Amendment a
18 quarter and we package the ones that are appropriate that are ready at that time,
19 so when it says you can change it four times, one change could have four sub-
20 changes in it, but it doesn't preclude that opportunity as you said and Staff
21 watches that very carefully to make sure that we don't spend all of our General
22 Plan Amendments too early in the year and here we are. I think this is the
23 second one this year and we're basically halfway through the year, which is sort
24 of the way it works behind the scenes. So I don't know if that allays your
25 concerns, but I just wanted to point that out.

26
27 **COMMISSIONER LOWELL** – So I attribute to changing the General Plan without
28 a proposed project to going to the bank and trying to get a loan without a clear
29 purchase in mind like you just want to go and get a million dollar loan from the
30 bank without any collateral. I just think we should postpone changing this
31 specific piece of land zoning. Maybe package it in with another one in the future,
32 just to save a General Plan Amendment.

33
34 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And I
35 don't disagree with that. The counterpoint to that is we're requesting an applicant
36 to spend a lot of money; basically designing a project for 25 acres to get a zone
37 change on two and I think that is a potential impediment to... If the change
38 makes sense on its face, meaning in the General Plan in the general sense; the
39 change makes sense, then the specific project generally would just identify
40 where the buildings are things like that and if was stated, if the General Plan
41 Amendment matched the total project area that might be a different consideration
42 then, a change that only matches a very small portion.

43
44 **COMMISSIONER LOWELL** – I understand and agree, I just think that you are
45 doing something without the clear goal or clear reason. It is just an arbitrary
46 change because the client said hey we want to do this.

1 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – And
2 again, not to belabor the point, I think that the reason to do it is that to have an
3 integrated development with these two parcels owned by the same property
4 owner under one zoning classification; General Plan classification will result in a
5 better project for the City then to bifurcate them as it is currently and that’s just a
6 recommendation from me, but I understand your point.

7
8 **COMMISSIONER LOWELL** – On a slight tangent, say the landowner does own
9 all those pieces of land and they are all zoned differently, if they did a parcel
10 merger or lot merger, which zone would govern, whichever one they chose?

11
12 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – No

13
14 **COMMISSIONER LOWELL** – Would it still be portionally zoned?

15
16 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Correct

17
18 **COMMISSIONER LOWELL** – So you would have one piece of land zoned two
19 different ways?

20
21 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – That’s
22 correct

23
24 **CHAIR GIBA** – You mentioned that there is cost difference if he had to do that a
25 later date and I do understand that the City has been trying to work better with
26 the developers and keep their costs down. Of the top of your head are we
27 talking about a lot of money here change or I mean you know when you say yeah
28 he could... cause I’ve seen some the costs that it takes for all the different fees
29 that they have pay, so we are trying to do them a favor on the side? Is that what
30 you are saying?

31
32 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well I
33 think the main thing is a plot plan for an apartment building covering 25 acres
34 would be a very expensive application. When they are only asking to change two
35 and generally when people are changing all the piece of property from one thing
36 to another we recommend, but it’s not required that they have a project
37 associated with it, because they are changing their entire property, so the risk to
38 them to design a project for their entire property to change the zone of the entire
39 property is less of a risk than asking for and this is 25 acres, a 250 unit apartment
40 project and submit a plot plan for that which would cost and I’m trying to think off-
41 hand. It would probably something close to 20 thousand dollars plus whatever
42 the engineers and architects and everybody costs, so it is a substantial
43 investment to change a portion of the site.

44
45 **COMMISSIONER LOWELL** – Why couldn’t they just submit a plot plan for that
46 little tiny piece?

1 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well
2 because it wouldn't be a complete project because that's really not their intention.

3
4 **COMMISSIONER LOWELL** – They don't have any project right now

5
6 **CHAIR GIBA** – Well that's true. If I might... I went out to the... this is a little
7 discussion here so I get to throw in once in a while. Just a second Meli. I've
8 gone out to the site and there is a variety of things that can be done on that site
9 because of its location and the surrounding environment that it is in. You have
10 homes on one side. You've got what is it, a Home Depot or another. It is wide
11 open, there is nothing really, so I can see the desire to be able to be flexible with
12 the market at the time that they want to do it. Perhaps the apartments will work
13 for there or perhaps something else or maybe a mixed use, so I understand what
14 they are trying to drive at to be flexible with the market. That's how I'm seeing it
15 anyway. Go ahead Meli.

16
17 **COMMISSIONER VAN NATTA** – That kind of leads towards what I was going to
18 say too is till you have a situation where they are not ready to give a proposal
19 and that's not necessary that they have a project there for us to approve, and yet
20 what they are asking for, for the small piece of land to be; the zoning to be
21 changed which will enhance the marketability as well as the usability of their
22 entire parcel including all the rest of the R30 there and well you know me with my
23 real estate background, my idea is when someone owns land, if what they are
24 asking to do with the land is not going to harm anybody else, we should let them
25 do what they want to do with their land and I don't see how changing the zoning
26 is going to harm anybody in the area or create any kind of a problem for anybody
27 else that is there, so why not let the person do what they want with their land.

28
29 **VICE CHAIR SIMS** – I have a couple.

30
31 **CHAIR GIBA** – Sure, I like a free discussion; no problem.

32
33 **VICE CHAIR SIMS** – The actual viability of this property as a stand-alone
34 commercial is probably next to nil. It is probably a mistake due to the bifurcation
35 with the large Metropolitan Water District pipeline easement. It would be very,
36 very difficult to develop that to any use as a commercial site. It is going to be
37 very difficult for the property owner to even develop that and do any kind of
38 grading or development activity about that. They won't be able to build anything
39 over the easement, so it leaves it a very small remnant, so for consistency with
40 the balance of the use with the current zoning, with the R30, it just seems a very
41 appropriate thing. There is a limited use in the commercial application if any and
42 then it is consistent with the R30, so the General Plan Amendment seems
43 appropriate for making it a success. It is kind of the writing is on the wall and if it
44 doesn't change to go to your point, if we don't have the specific use, maybe
45 some point in the future then the property owner comes back and does a zone
46 change you know to whatever the market is.

1 **COMMISSIONER VAN NATTA** – Well with the overlay he wouldn't have to do a
2 zone change if he still wanted to continue with commercial development there. It
3 is kind of a win, win.

4
5 **CHAIR GIBA** – Mr. Ormsby could you put up Attachment 6 so that some of the
6 folks can see the existing land use of what we are looking at there with the yellow
7 and the red.

8
9 **COMMISSIONER LOWELL** – I have a quick comment for the owner real quick.
10 Do you have a proposed development timeframe? I mean you are looking at this
11 to change it to R30 with mixed use on top of it, meaning you want to have an
12 apartment complex with some sort of light commercial in front of it. Do you have
13 a theoretical timeline for this?

14
15 **APPLICANT WEBER** – No sir, we're just trying to clean up what happened with
16 the General Plan the City instituted or when they did the General Plan Update
17 and somewhere around when that was done, so this piece as Staff said it was
18 sort of like overlooked and just always should have been R30 and just everyone
19 sort of missed it, so it is a cleanup item for lack of a better term. We would not
20 come forward with a project at this point in time on it for the simple reason is that
21 if I put a project together with this zone change and you denied the zone change
22 I would be out about a hundred thousand dollars in architect and engineering and
23 site plans and all those other things, so we want to make sure that we get the
24 zoning done first before we bring forward a project so that we are consistent with
25 that zoning.

26
27 **COMMISSIONER LOWELL** – But as far as a...just suppose you guys make up a
28 number kind of dream, what would you envision a timeline before this land could
29 be developed?

30
31 **APPLICANT WEBER** – Well if we had our way we'd be in here next week with
32 an application. That is what our goal is and so we are talking to... we are the
33 property owner, we're not the developer, so we are talking to some apartment
34 guys to see if they may be interested in doing something here, but once again
35 you have to have two points of access and all the things that sort of come with
36 this and that's why we're sort of cleaning up this zoning so we can take care of it.
37 Like I said the MWD pipeline bifurcating it makes it extremely challenging to put
38 any use on there, but even more so with commercial components.

39
40 **COMMISSIONER LOWELL** – But what I was gearing towards is this General
41 Plan Amendment would be useful in the near future as opposed to five, ten,
42 fifteen years down the line and you realize oh wait, we have a commercial
43 company that wants to come in and put in a Fresh N'Easy or something and
44 have to change it back.

45

1 **APPLICANT WEBER** – No it would be very beneficial to you know the
2 development of property there is no doubt about it, but right now the commercial
3 zoning on there is an impediment to the property at this current time, so that's
4 why we are looking to get rid of that and put the R30 on there with the Mixed
5 Overlay, which was a great suggestion by Staff to do that. It gives the City, gives
6 you and gives us a great tool chest in which to look at development of this
7 property, because there may be something in the mixed use side that comes up
8 that makes sense there. Right now on the commercial side we're all sort of
9 hamstrung in what we can do with the entire property because of that zoning up
10 on the front, so I think this is a good idea. Like I said Staff came up with the
11 Mixed Overlay and I thought we readily agreed with that so.

12
13 **COMMISSIONER VAN NATTA** – And this gives you your two points of access
14 each on a major street?

15
16 **APPLICANT WEBER** – Correct

17
18 **COMMISSIONER BARNES** – As I said earlier I have no opposition to the
19 proposal and I don't know whether I should say this but I am going to be in favor
20 of it should it come to a vote, but John you made a comment earlier about the
21 likelihood of changing the zone on a piece that had one zone in its entirety
22 versus one that had a small portion with a different zone. Could you restate that
23 again or paraphrase?

24
25 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Not that
26 the cost would be any less, but if somebody wants to do a project that is totally
27 different from the current zoning and requires a change on the entire property,
28 we would expect a little more compelling argument and seeing an actual project
29 covering the entire piece of property would be helpful then and we suggest it. It
30 is not required; it's not required by code, but we usually suggest that because it
31 answers some unknown questions. Here it is a little bit different because we're
32 talking about a small portion; we're talking about the tail and the dog already has
33 a certain kind of zoning, so the unknown is less for us because we're talking
34 about a small portion of the site and not the entire site. That was the point I was
35 trying to make.

36
37 **COMMISSIONER BARNES**- Okay, alright. I guess where I'm going with this is I
38 cannot imagine a circumstance where this is an impediment to development on
39 that project. If somebody were to come in with an R30 project, I can't see this
40 Commission denying it because that is commercial. All the reasons that
41 everyone has indicated that it would be beneficial and appropriate are true. I
42 just, again, I'm not going to vote against it, but I just don't see the urgency
43 because I cannot fathom us denying apartments on that project because of that
44 little chunk in front, so to me it's a non-issue really.

1 **COMMISSIONER VAN NATTA** – Yeah but that’s still a question. It could
2 happen. It might not be this Commission. It might be another Commission. It
3 might be a different idea. Now, just a quick question. You did mention that the
4 commercial project that was already approved for this would still be consistent
5 with the overlay zoning if they went ahead with it. I don’t see any reason why we
6 should amend this resolution to include that that has to be dropped. I mean
7 obviously if he is not going to use it for that, he can pull his application from that
8 at any time. I don’t see any reason to put that amendment in there.

9
10 **COMMISSIONER BARNES** – If the project is still valid I agree. You shouldn’t
11 make them remove it if it is still legal.

12
13 **COMMISSIONER VAN NATTA** – It would still be consistent

14
15 **COMMISSIONER BARNES** – Right, as long as it is consistent I don’t see that it
16 is necessary.

17
18 **COMMISSIONER VAN NATTA** – Are we ready for a motion?

19
20 **CHAIR GIBA** – Have you got something?

21
22 **COMMISSIONER BAKER** – Well one thing. I just want to point this out on the
23 General Plan, but I remember the Attorney sitting over there several months ago
24 and we’ve got to remember there is a General Plan, then the Specific Plan and
25 then zoning and overlay districts. You know we get hung up on everything being
26 on this General Plan, but it is an evolving plan where you have the General Plan
27 up here, the Specific Plan, then the zoning and then the overlay that we are
28 talking about on this thing, so I really don’t... and then where we talk about four
29 amendments a year. I wasn’t really aware that we could group those together
30 but it kind of makes sense, so I think if it was my property and I owned that and I
31 was going to go out and try to get a loan on it or if somebody was coming to me
32 and wanted me to buy in on that project, I’d say this corner has got to get
33 straightened out and in a way the City screwed that up or we screwed it up; no
34 offence to Planning, but you know we missed that portion of the deal. It doesn’t
35 make sense to have an “L” shaped deal and not have the R30 being consistent
36 there. I know when the originally put that together along Perris Boulevard and I
37 just live north of there, that that was supposed to be commercial, but I think this
38 really makes sense for this owner. We need to work with this gentleman and get
39 this done, so I see no problem with it and then with having the aqueduct going
40 down through there that really limits what you can do there for sure. Okay, that’s
41 my opinion on the thing.

42
43 **CHAIR GIBA** – Thank you. That’s what I was waiting for; that extra piece. A lot
44 of times Commissioner Baker is quiet. Does anybody have any problem with just
45 leaving the condition as it is and not condition it to remove the previous project?

1 As even the applicant said he is welcome to do. Can we just leave it like it is? Is
2 everybody happy with that? If we are done discussing this...

3
4 **COMMISSIONER VAN NATTA** – I'll make the motion.

5
6 **CHAIR GIBA** – Make the motion

7
8 **COMMISSIONER VAN NATTA** – Okay I move that the Planning Commission
9 **APPROVE** Resolution No. 2014-14 and thereby **RECOMMEND** that the City
10 Council:

- 11
12 1. **ADOPT** a Negative Declaration for PA13-0068 Change of Zone and
13 PA13-0069 General Plan Amendment, pursuant to the California
14 Environmental Quality Act (CEQA) Guidelines; and,
15
16 2. **APPROVE** PA13-0068 Change of Zone and PA13-0069 General Plan
17 Amendment based on the findings contained in the Resolution.

18
19 **COMMISSIONER BAKER** – I'll second that

20
21 **CHAIR GIBA** – Okay a motion and a second. Shall we take a roll call vote
22 please?

23
24 **COMMISSIONER VAN NATTA** – Yes

25
26 **COMMISSIONER LOWELL** – I think we shouldn't approve it, so I vote no

27
28 **COMMISSIONER BAKER** – Yes

29
30 **COMMISSIONER BARNES** – Yes

31
32 **COMMISSIONER RAMIREZ** – Yes

33
34 **VICE CHAIR SIMS** – Yes

35
36 **CHAIR GIBA** – Yes

37
38 **CHAIR GIBA** – That is six yes and one no. It passes. Staff wrap up.

39
40 **INTERIM PLANNING OFFICIAL ORMSBY** – The item will be forwarded to the
41 City Council for review and consideration.

1 **3. Case Description: P14-019 Variance**
2 **Case Planner: Claudia Manrique**

3
4 **CHAIR GIBA** – We can move on to Case No. 3. Thank you very much Mr.
5 Weber. I appreciate it. Unless anybody needs to take a quick break of any kind.

6
7 **COMMISSIONER BARNES** – I need to take a longer break than that. Riverside
8 Housing Development Corp. is a client of IW Consulting Engineers, so I think it is
9 appropriate that I recuse myself.

10
11 **CHAIR GIBA** – Thank you. We can take a break. Okay, anybody else that really
12 does need to take a break. Alright then let's move on. Case Description P14-
13 019. It's a variance and so who is the Case Planner on this one. Is that you
14 again?

15
16 **ASSOCIATE PLANNER MANRIQUE** – It's me again.

17
18 **CHAIR GIBA** – Okay, please Claudia

19
20 **ASSOCIATE PLANNER MANRIQUE** – Good evening. I'm Claudia Manrique the
21 Case Planner. The variance request is to reduce the rear setback to five feet
22 allowing the applicant Riverside Housing Development Corp. to build four one car
23 garages and included in the new development or space is a storage space and
24 laundry room. The apartment complex is existing. It's at 22877 Allies Place. It
25 will be approximately 10 feet from the alley to the face of the new garage, which
26 will provide adequate site distance. Riverside Housing Development Corporation
27 is a community based nonprofit corporation which works to revitalize
28 neighborhoods throughout Riverside and San Bernardino Counties by improving
29 the quality, quantity and condition of affordable housing opportunities. The
30 company is working with the City of Moreno Valley through the Neighborhood
31 Stabilization Program NSP. This property located on Allies Place is one of the
32 NSP properties that qualifies under the multi-family portion of NSP. The rehab of
33 the apartment complex will correct any existing building code violations, health
34 and safety problem as well as improve accessibility into the four units. The
35 exterior improvements will also greatly improve the neighborhood physical
36 appearance. Approval of the variance will allow the construction of the four one
37 car garages instead of providing future renters only uncovered parking spaces
38 which this does not meet the current parking zone standards of multi-family
39 which require one covered space per unit. The addition of the storage space and
40 laundry room will also be beneficial to any future renters. And while the
41 Residential 20 zoning district requires setback of 25 feet, eight of the thirteen
42 properties along Allies Place currently have garages with a similar setback and
43 there is also seven properties on Adrian Way which is the street to the south
44 which have the same setback issue. Staff has determined that this item has no
45 significant impact on the environment and therefore it is exempt under CEQA
46 Section 15305 Minor Alternations in Land Use Limitation. Public notice was sent

1 to owners within 300 feet, posted on site as well as in the local newspaper. We
2 recommend that the Planning Commission recognize that this item is exempt
3 under CEQA and approve P14-019 Variance. Thank you.

4
5 **CHAIR GIBA** – Any questions for Claudia? You are off the hook for that one
6 Claudia. No questions. What we'll do though is have the applicant testimony.

7
8 **APPLICANT CULPA** – Good evening Chairman and fellow Commissioners. My
9 name is Bruce Culpa with Riverside Housing Development Corporation. As Staff
10 indicated we are working with the City on the NSP related project to provide
11 affordable housing and at the same time eliminate blight and improve conditions
12 within the neighborhood. We've had a long standing activity in that particular
13 neighborhood dating back to 1999, our first acquisition of units in there. This
14 would be our ninth property that we would own in the neighborhood and as
15 indicated approximately 60 percent; that is 15 out of 26 of the properties that
16 back to that alleyway already have the same setback that we are requesting and
17 as you can well imagine in a lot of areas it is important to future renters to be able
18 to park their car in a more secure environment rather than open parking that
19 exists right now to have covered parking and code typically requires that as well,
20 so we're just trying to comply with what is already in the neighborhood and what
21 is usually required to have a good project. So we respectfully request your
22 support and approval. Thank you.

23
24 **CHAIR GIBA** – Questions for the applicant? Comments for the applicant? I took
25 a drive to that location. Almost anything you do is probably going to be a
26 wonderful improvement, so I didn't see any problem with that whatsoever, so any
27 other questions.

28
29 **COMMISSIONER RAMIREZ** – I just wanted to say thank you for improving that
30 area. That's a pretty rough neighborhood and it is good for your tenants to be
31 able to have a secure place to park their vehicles.

32
33 **CHAIR GIBA** – I'm opening for public comments; any... none? Nobody, going
34 once, twice... that's fine then we'll close that public comment and we have
35 discussion... anything?

36
37 **COMMISSIONER LOWELL** – I'd like to make a motion to **APPROVE** Resolution
38 No. 2014-15 and thereby;

- 39
40 1. **APPROVE** P14-019 Variance, based on the findings contained in the
41 resolution and subject to the conditions of approval included as Exhibit A.

42
43 **CHAIR GIBA** – Is there a second? Did you finish it?

44
45 **COMMISSIONER BAKER** – You left off the resolution

1 **COMMISSIONER LOWELL** – Hang on a second. There we go... and I would
2 also like to recommend the approval P14-019 the variance based on the findings.
3 Let me restart that because I'm reading two different pieces of paper. I would
4 like to recommend the **APPROVAL** of Resolution No. 2014-15, recommending
5 that the Planning Commission;

- 6
- 7 1. **RECOGNIZE** that this item is exempt from the provisions of the California
8 Environmental Quality Act (CEQA) as a Class 5 Categorical Exemption,
9 CEQA Guidelines, Section 15305 Minor Alterations in Land Use Limitation
10 and;
- 11
- 12 2. **APPROVE** P14-019 Variance, based on the findings contained in the
13 resolution and subject to the conditions of approval included as Exhibit A.
14

15 **COMMISSIONER BAKER** – I second that

16
17 **CHAIR GIBA** – We have a motion and a second. Shall we take a vote? Would
18 you call the roll on that?

19
20 **COMMISSIONER RAMIREZ** – Yes

21
22 **COMMISSIONER BAKER** – Yes

23
24 **COMMISSIONER VAN NATTA** – Yes

25
26 **COMMISSIONER LOWELL** – Yes

27
28 **VICE CHAIR SIMS** – Yes

29
30 **CHAIR GIBA** – Yes

31
32 **GRACE ESPINO-SALCEDO** – And a reminder that Jeffrey Barnes has recused
33 himself.
34

35 **CHAIR GIBA** – We have six yes and one recused. The motion passes. Staff
36 wrap up.
37

38 **INTERIM PLANNING OFFICIAL ORMSBY** – The approval is final unless an
39 appeal is filed within 15 days.
40

41 **CHAIR GIBA** – Does anybody need a break? Case 4 coming up.
42

43 **COMMISSIONER VAN NATTA** – This one might take a little bit so let me take a
44 short break.
45

1 **CHAIR GIBA** – Why don't we take a quick five minutes for those who probably
2 need a potty run or something and take a break and we get Mr. Barnes back?
3
4

5 **4. Case Description: PA13-055 Conditional Use Permit**
6 **P14-058 Variance**

7
8 **Case Planner: Julia Descoteaux**
9

10 **CHAIR GIBA** – That would be six and we're back, so we'll go to Case No. 4.
11 That would be PA13-0055 Conditional Use Permit and P14-058 Variance. The
12 applicant is Kroger Company and is this another one of yours? Ah no, this is
13 Gabriel.
14

15 **ASSOCIATE PLANNER DESCOTEAUX** – Julia.

16
17 **CHAIR GIBA** – It is Julia. Oh, hi Julia, I'm sorry.
18

19 **ASSOCIATE PLANNER DESCOTEAUX** – Hi, good evening.
20

21 **CHAIR GIBA** – You appeared out of nowhere, thank you.
22

23 **ASSOCIATE PLANNER DESCOTEAUX** – Good evening. I'm Julia Descoteaux,
24 Associate Planner and the applicant The Kroger Company is proposing to
25 construct a six island fueling station with a 240 square foot customer service
26 kiosk in the existing shopping center located on Perris Boulevard at Hemlock in
27 the Food for Less Shopping Center. The project requires a Conditional Use
28 Permit because it is within 300 feet of residential. The residential zone is R5
29 to the north as well as the east, multi-family is across the street to the west with
30 commercial to the south and some of the east side as well. The variance is
31 requested because the applicant is proposing to eliminate parking spaces within
32 the existing shopping center. The site currently has approximately 550 parking
33 spaces and which 481 of those spaces are in the main portion of the parking lot
34 and 69 of them are in the rear.
35

36 A parking study was completed by the applicant and currently if we did a parking
37 analysis on this shopping center based on the uses, it would require 518 parking
38 spaces and again the applicant did a parking analysis and determined that the
39 parking... that there is an overage of parking that is not currently needed in the
40 center today. With the addition of this fueling station, there would be 388 spaces
41 left in the main parking area with the additional 69 would still be in the rear. The
42 parking study showed that on two separate occasions they went out and did a
43 parking count and at any given time the average was 233 parked vehicles in the
44 area, which again is much less than that what will be left in the parking lot when
45 and if the proposed application is approved. The applicant will be required to add
46 some additional parking landscape planters where they have removed some.

1 For the design they'll be adding some as well and adding additional landscaping
2 to the site as well. The project was submitted in September of 2013 and we've
3 had several revisions and to date all the relevant issues have been addressed to
4 the satisfaction of all parties. The site is located within the jurisdiction of the
5 South Coast Air Quality Management District and the proposed project is
6 consistent with the commercial and retail uses and would not obstruct the
7 implementation of the South Coast Air Quality Management Plan. A preliminary
8 water quality management plan was reviewed by the Land Development Division,
9 Public Works and onsite drainage as it relates to storm water quality has been
10 incorporated with best management practices designs for the project and a final
11 water quality management plan will be required prior the approval of any grading
12 permits. As with any development, the potential exists for increase in noise,
13 however there will be no substantial permanent increase. The expansion of the
14 site will include the elimination of some parking spaces, but again we've
15 determined or we feel that the parking that will remain is adequate for the
16 shopping center. With consideration given to the preceding information an Initial
17 Study was completed for the Conditional Use Permit and the Variance and based
18 on the Initial Study a determination was made that the project will not result in a
19 potential for significant impacts to the environment and therefore the adoption of
20 a negative declaration is recommended.

21
22 Public notice was sent to all property owners within 300 feet, posted on the site
23 and listed in the newspaper The Press Enterprise. The applicant as well as the
24 traffic study person is here to answer any questions for you and with that Staff
25 recommends that you adopt the negative declaration for PA13-0055 a
26 Conditional Use Permit and P14-058 a Variance, pursuant to the California
27 Environmental Quality Act (CEQA) Guidelines and approve PA13-0055 and
28 Variance P14-058. Thank you.

29
30 **CHAIR GIBA**- Thank you Julia. I appreciate it. Do you have any questions?

31
32 **COMMISSIONER LOWELL** – I have a question Julia. At the beginning of last
33 year we had a very similar project off of Indian and Alessandro and we had about
34 an hour and a half debate as to whether or not we should have one bathroom or
35 two bathrooms on the site. Can you clarify whether or not this site will have
36 bathrooms even if it is required since it is in the same parking lot as the mother
37 company?

38
39 **ASSOCIATE PLANNER DESCOTEAUX** – The site will have two bathrooms

40
41 **COMMISSIONER LOWELL** – Okay, thanks

42
43 **CHAIR GIBA** – It was a little bit more complex than that, but Carlos did you have
44 questions?
45

1 **COMMISSIONER RAMIREZ** – Yes, were any concerns raised by any of the
2 tenants in the current property?

3
4 **ASSOCIATE PLANNER DESCOTEAUX** – I have received only one phone call
5 regarding the project and the person calling just asked what the project was,
6 where it was going to be located on the site, so no I have not received any phone
7 calls from any of the merchants or any other citizens.

8
9 **COMMISSIONER RAMIREZ** – Very well, thank you.

10
11 **CHAIR GIBA** – Could we have the applicant come up?

12
13 **APPLICANT BURNSIDE** – Good evening. I remember you guys. Leslie
14 Burnside, Barghausen Consulting Engineers, 3883 Ruffin Road, San Diego,
15 representing Kroger. I have some other people here with me tonight; no
16 prepared statements but just available for questions. We have Sophie Wong
17 who is one of the property owners interested in making sure that everyone
18 realizes that she is definitely in support of the reduction of parking. We worked
19 very closely with the owners. We have Dick Poole who is the preparer of the
20 parking analysis in case you have some questions about how the data was
21 derived. I also have the Kroger Project Manager, Chad Chatz and the Kroger
22 Fuel Manager who have an operational role once it's open; that's Rusty Kusar.
23 Again no prepared comments, just here for questions as relevant. So we're very
24 excited about it. We'll give you all the restrooms you want up to a maximum of
25 two; gender separated restrooms. Thank you very much for the great discussion
26 last time. We're obviously very excited about this being a second fuel station
27 here in your town. Alessandro and Indian is now under construction. They
28 started last week, so we're rolling along. I have no other real comments other
29 than to just thank Staff for their efforts in working through a lot of different
30 scenarios and look forward to having your approval tonight.

31
32 **COMMISSIONER LOWELL** – I have a real quick question for you. On the
33 second sheet of the architectural plans, it says gas is \$2.45 a gallon. Can we
34 promise that or actually write that in stone?

35
36 **APPLICANT BURNSIDE** – We have a slightly outdated exhibit that we use in our
37 prototype drawings.

38
39 **COMMISSIONER LOWELL** – Where it says it is \$2.19 a gallon, I mean that is
40 even more desirable

41
42 **APPLICANT BURNSIDE** – It never fails to bring out laughter and a sense of
43 nostalgia so we just kind of keep it that way.

44
45 **COMMISSIONER LOWELL** – That was it.

46

1 **CHAIR GIBA** – Could you put up attachment 6, so they can see what we're
2 looking at? Attachment 6; it's the actual project plans. I think the coloring
3 rendering would be really... that's fine, too; any one of those.

4
5 **COMMISSIONER VAN NATTA** – What I'm not seeing is exactly where it it's
6 going to fit in that parking area. I was looking at the pictures there to see what it
7 is going to look like on site.

8
9 **CHAIR GIBA** – There is your preliminary grading plan that they are showing.

10
11 **COMMISSIONER VAN NATTA** – Which attachment should I be looking at? Oh
12 okay, up near the front.

13
14 **COMMISSIONER LOWELL** – The primary entrance and exit is going to be off of
15 Perris Boulevard I assume?

16
17 **APPLICANT BURNSIDE** – There will no changes to those driveways with the
18 exception of the southern driveway. We will be widening the southern half of it a
19 little bit to be better and more safely accommodate the fuel delivery truck.

20
21 **COMMISSIONER LOWELL** – How about... are we doing any traffic calming
22 measures since there is going to be a lot more traffic coming in and out. There is
23 going to be a lot more right turns and possibly even more turns onto Perris
24 heading southbound on Perris.

25
26 **TRANSPORTATION DIVISION ENGINEER LLOYD** – There was no
27 determination made that we needed to perform any traffic calming at the
28 driveways. On site, there are some existing speed humps and stop bars and
29 those would be adjusted to allow the trucks access in and out of the site, but the
30 speed humps and the stop bars would still remain in place to provide that traffic
31 calming effect on site.

32
33 **COMMISSIONER LOWELL** – I patronage that shopping center frequently.
34 There is a Starbucks there. There is a Little Caesar's and a bunch of other
35 stores and I do know on the most northerly entrance and exit, it is a very busy
36 entrance that nobody can turn left out of and there is a lot of backup and I just
37 see it as a big problem for more accidents without any traffic measures. I don't
38 what they would be, I'm just trying to figure out if there is anything we could do.

39
40 **TRANSPORTATION DIVISION ENGINEER LLOYD** – That concern was vetted
41 through the approval process through the Staff Review and we went through
42 many iterations I think is fair to development a plan that would allow the trucks in
43 and out. That was our primary concern, but also addressing your concern of
44 stacking distance and we have what I think is an appropriate stacking distance
45 there. You know I understand your personal experience. It might vary a little bit
46 from what we are seeing, but based upon our review, that would be appropriate

1 in terms of what is provided. I did review collision history along Perris Boulevard
2 for the time period of January 2008 until December 2013. There were a total of
3 three collisions between Ironwood Avenue and Hemlock Avenue and those three
4 collisions did not coincide with the driveways, so there isn't a collision history so
5 we were confident that the driveway could remain as it is currently designed and
6 operated.

7
8 **COMMISSIONER LOWELL** – I appreciate it. Thank you.

9
10 **COMMISSIONER VAN NATTA** – On this layout will the pumps also be
11 accessible from coming in from on entrance on Hemlock? Will people be able to
12 go across the parking area and reach the pumps from that side or will they have
13 to come in off of Perris Boulevard?

14
15 **ASSOCIATE PLANNER DESCOTEAUX** – They would still be able to come in
16 through the Hemlock entrances and get through the parking lot. The parking lot
17 remains... the rest of the parking lot to the south of this entrance remains the
18 same and it does connect to Hemlock.

19
20 **APPLICANT BURNSIDE** – All of the aisle configurations east of the proposed
21 island area pretty much stays the same way.

22
23 **COMMISSIONER VAN NATTA** – And the bus stop that is there, is that going to
24 impede the gas pumps?

25
26 **ASSOCIATE PLANNER DESCOTEAUX** – No because the entrance... the two
27 driveways are currently existing, they are not making any new driveways. They
28 are modifying one but they are not making any changes to the location.

29
30 **CHAIR GIBA** – Do you have any questions? No you are good. How about you
31 Mr. Barnes? How about you Carlos; anything? As long as there are enough
32 bathrooms.

33
34 **APPLICANT BURNSIDE** – There are plenty enough bathrooms and they can
35 also go into the Food for Less.

36
37 **CHAIR GIBA** – Most of the people don't know that discussion, so just to bring
38 them a little up on the speed, they were trying to adjust the landscape and to do
39 that they would have to cut out one bathroom, but they had a multiple amount of
40 pumps so they were asking for what... it was a variance or something.

41
42 **COMMISSIONER VAN NATTA** – To have one unisex bathroom

43
44 **CHAIR GIBA** – To have one unisex bathroom and so because they had a small
45 kiosk, I think was the rationale and we said the amount of pumps should be the

1 rationale and not the size of the kiosk, so that's what that was as you guys keep
2 giggling about our bathroom issue.

3
4 **APPLICANT BURNSIDE** – And we listened and made adjustments

5
6 **CHAIR GIBA** – They did. I really have to tell you. They did a nice job adjusting it
7 and the Staff worked with them and the landscape was still very nice and when
8 it's done up there on Alessandro, I think everybody will be pleased with that. I
9 was just curious about something and it is probably more your questions than
10 hers, so if you'd like to side down and relax you may.

11
12 **APPLICANT BURNSIDE** – Thank you very much.

13
14 **CHAIR GIBA**- Okay good. I was just curious, on here Julia. Down here it says
15 prior to building permits on page 210 on the document, I just realized I'd made a
16 note and I have some... it's really not a big issue, but I was just curious why
17 we're having SD3 put in there and how does this apply for a gas station. It's
18 about mello roos and all of the units that are built. Is this just standard language
19 that is thrown into these documents?

20
21 **ASSOCIATE PLANNER DESCOTEAUX** – It's standard language

22
23 **CHAIR GIBA** – Okay and does it need to be in a document like this or could this
24 actually have been left off or does it need to be in here, because there is no units
25 other than the gas station so I was just curious why we would leave that in there
26 if it hadn't any application to this specific project.

27
28 **INTERIM PLANNING OFFICIAL ORMSBY** – My understanding is that Special
29 Districts prefers that the standard language is left in.

30
31 **CHAIR GIBA** - I just like to air those questions because it just seems relevant to
32 me. It is not held to those standards and yet you write them in the document, so
33 okay then what I would like to do if we are done with those discussions, I'd like to
34 open this up to public comment I guess I have to hit the gavel on this one so I'll
35 do that. Who do we have? Mr. Jerele, welcome back.

36
37 **SPEAKER JERELE** – Thank Chair Giba and Commissioners, members of the
38 Staff and the public. I wasn't planning to speak on this and I realized it is the
39 north Food for Less there and I frequent that store often and bluntly I'm a fan of
40 theirs. I like their prices. I like the products, especially the store products, but I
41 think they are really good corporate neighbors but on a more practical comment,
42 there is a need for that up there. There is a lot of... it's a high traffic area up
43 there. There is a lot of people; you know a lot of residential that surround the
44 area. A lot of people come down from Sunnymead Ranch and you know the east
45 area there you know up from Dean Ranch coming in that way and then you've

1 got all that fast food over there. I did have a question and I don't know if it is
2 going to be open. Is it a 24 hours station? I'm prayful that it is? I heard yes.

3
4 **CHAIR GIBA** – Is it a 24 hr. station? Yes

5
6 **SPEAKER JERELE** – I like that because we've got a lot of commuters in this
7 town. People have got to get their gas early. I think it will make it a safer parking
8 lot because those get a little dark at night and so I think it will add some
9 illumination, so I just like all the aspects. I think you are providing good service
10 for the community and as I said Kroger has been really good corporate neighbors
11 there, so those are my comments. Thank you.

12
13 **CHAIR GIBA** – Thank you. Questions for Mr. Jerele? Do we have any other
14 comments? Is there something that has stimulated you to now ask a question
15 that you wouldn't have asked before because you are welcome to do so? Okay
16 then I will close the public comment section and have a little debate, but before
17 we do I found another sticky. I'm like you, it's like I'm the last person now so it's
18 kind of hard. I was just curious about your hazardous waste component to it and
19 this is more of a curiosity. Gas stations/service stations or with underground
20 tanks are a potential for washing hazardous waste into the gutter systems,
21 anything fumes, etc. you would think there would be some kind of a mitigation
22 measure for that but yet on your document on page 223, there is no mitigation
23 necessary for that because you are saying it is less than significant impact and
24 that may very be. Is that standard procedure for all service stations, gas stations
25 or anyone carrying these kinds of flammable liquids on site or is this good for
26 them.

27
28 **INTERIM PLANNING OFFICIAL ORMSBY** – Well there is a couple of aspects of
29 what you mentioned. You mentioned runoff and then you mentioned hazardous
30 materials, but the hazardous

31
32 **CHAIR GIBA** – Well on page 223 it's all hazardous and hazardous materials
33 created significant... so there are several categories on there, but the three that
34 you show as being less than significant impacts, the only ones in any kind of
35 category greater would be the first three which create a significant hazard to the
36 public or the environment through the routine transport, use or disposal of
37 hazardous materials and then it goes on to the next two, so I was just curious if
38 there is any mitigation for spills or anything. It is a gasoline station, so I was just
39 curious.

40
41 **INTERIM PLANNING OFFICIAL ORMSBY** – They would have to comply with
42 the County requirements and regulations, County environmental health and the
43 applicant might be able to speak to all the requirements further but I think the
44 thought on the part of our preparation of the Initial Study was that those kinds of
45 things are covered by all the State and County requirements.

1 **CHAIR GIBA** – You wanted to share with us more of an academic sort of
2 question.

3
4 **APPLICANT BURNSIDE** – Yeah absolutely. First of all, all of the underground
5 storage components are secondarily contained to help prevent against any
6 unanticipated leaks. That is pretty standard. We also had to prepare preliminary
7 water quality management plan. There are best management practices for the
8 conveyance of storm water runoff, both sheet flow from the surrounding asphalt
9 area, also oil that gets dripped onto the concrete canopy under the canopy.
10 There is also conveyance down the canopy columns and basically I'm going to
11 forward here and just kind of... (Inaudible – applicant steps away from
12 microphone)

13
14 **CHAIR GIBA** – Oh absolutely and I think there might have been some folks who
15 were curious on how that would function or work.

16
17 **APPLICANT BURNSIDE** – Yeah we try not to let anything get offsite and into
18 creeks and rivers and things.

19
20 **CHAIR GIBA** – I appreciate that very much.

21
22 **APPLICANT BURNSIDE** – You bet

23
24 **FIRE MARSHALL METZ** – Chair Giba if I can also offer... Randy Metz with the
25 Fire Department.

26
27 **CHAIR GIBA** – Oh hi Randy.

28
29 **FIRE MARSHALL METZ** - Moreno Valley Fire Department in conjunction with
30 Riverside County Fire Department Office of Environmental Health will also be
31 regulating the underground storage tanks; the fuel, all of the mechanisms that
32 are in place by Fire Code and State Law regarding transfer of flammable liquids
33 and we do have a lot of checks and balances in place to ensure that any spills do
34 stay on the property. We do issue annual operating permits for all fuel stations
35 and do inspections to ensure that all of their equipment is being properly
36 maintained, so there is oversight once the facility is built from the Fire
37 Department side.

38
39 **CHAIR GIBA** – Thank you for that. Thank you very much. Any other
40 discussion? Meli your little light is on.

41
42 **COMMISSIONER VAN NATTA** – Oh, that's in case I decided I wanted to say
43 something. I live in the neighborhood right behind Food for Less. The only
44 parking lot problem I see over there now is when I go over there for my late night
45 ice cream fix at Food for Less. It is just a matter of misuse of the parking area by
46 the people who are there; you know just people who are pulling up in front of the

1 store, sitting there with their car running while somebody runs in to get something
2 so you can't get around, but I've never been over there when I've seen more than
3 like say a quarter to a third of the parking lot full of cars, even after Fitness 19
4 opened there was a little bit of parking and congestion right there in front of it
5 because of course when you are going to a fitness place, you want to park as
6 close to the place as possible so you don't have to walk very far.

7
8 **CHAIR GIBA** – Or run

9
10 **COMMISSIONER VAN NATTA** – Yeah, but I think there is plenty of room for it
11 there and I think it is a good project.

12
13 **VICE CHAIR SIMS** – Good project

14
15 **COMMISSIONER BARNES** – I had a question on the site. Is the parking along
16 Perris, is that existing and being removed? I'm not quite clear on the site plan.

17
18 **ASSOCIATE PLANNER DESCOTEAUX** – Yes, along the next to the median or
19 the landscaping...

20
21 **COMMISSIONER BARNES** – Yeah, that's existing that is going away

22
23 **ASSOCIATE PLANNER DESCOTEAUX** – Most of that is going away. There will
24 be some spaces left closer to the north end of that; about four or five spaces
25 there.

26
27 **COMMISSIONER BARNES** – For the Starbucks

28
29 **ASSOCIATE PLANNER DESCOTEAUX** – For the Starbucks yes

30
31 **CHAIR GIBA** – We wouldn't want to take that away

32
33 **COMMISSIONER RAMIREZ** – I think it's a good project and I'm ready to vote
34 this forward.

35
36 **CHAIR GIBA** – Then do I have a motion?

37
38 **COMMISSIONER BAKER** – I recommend that the Planning Commission
39 **APPROVE** Resolution No. 2014-11 and thereby:

- 40
41 1. **ADOPT** a Negative Declaration for PA13-0055 Conditional Use Permit
42 and P14-058 Variance pursuant to the California Environmental Quality
43 Act (CEQA) Guidelines, and;
44
45 2. **APPROVE** PA13-0055 Conditional Use Permit and PA14-058 Variance
46 subject to the attached conditions of approval included in Exhibit A.

1 **CHAIR GIBA** – Do I have a second?
2
3 **COMMISSIONER LOWELL** – I’ll second
4
5 **CHAIR GIBA** – I have a motion and a second. Let’s do a roll call.
6
7 **COMMISSIONER BARNES** – Yes
8
9 **COMMISSIONER RAMIREZ** – Yes
10
11 **COMMISSIONER BAKER** – Yes
12
13 **COMMISSIONER VAN NATTA** – Yes
14
15 **COMMISSIONER LOWELL** – Yes
16
17 **VICE CHAIR SIMS** – Yes
18
19 **CHAIR GIBA** – Yes
20
21 **CHAIR GIBA** – That’s seven yesses and no no’s and I guess it passes. Wrap
22 up?
23
24 **INTERIM PLANNING OFFICIAL ORMSBY** – The approval is final unless an
25 appeal is filed within 15 calendar days.
26
27
28 **5. Case Description: PA13-0060 Conditional Use Permit**
29 **Case Planner: Gabriel Diaz**
30
31 **CHAIR GIBA** – We’ll be moving on to Item 5. Before we do, you know Chris; you
32 guys, I don’t know what this may be, but it would be really nice if we had a smart
33 board up there so when those folks come up, they can circle and draw and
34 somebody can for us so we can make annotations. Is there any possibility of
35 ever getting... I know...
36
37 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Mr. Giba
38 the media folks that are in the back I guess they can here that and they...
39
40 **CHAIR GIBA** – Are you hearing me media folks?
41
42 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – They
43 could look into that, but...
44
45 **CHAIR GIBA** – I just thought I’d throw that out there. Alright let’s go on to
46 number 5. Case description: PA13-0060, Conditional Use Permit. The applicant

1 is Antonio Jr. and Katherine Herrera and the Case Planner on this is hi Gabriel,
2 lay it on us.

3
4 **ASSOCIATE PLANNER DIAZ** – Thank you Chairman and Commissioners. I'm
5 Gabriel Diaz, Associate Planner here for the City. We're here to review case
6 PA13-0060 a Conditional Use Permit. This project is located at 12125 Day
7 Street, Suites B4 through B10. The current zoning is Community Commercial.
8 The proposed project is proposing a 12,060 square foot night club with alcohol
9 sales, live entertainment, amplified music and dancing along with the live
10 entertainment is anticipated to be a live DJ with no live bands being proposed at
11 this time. In addition catered food will be brought into the establishment for
12 nightly purchases by the people using the facilities. The hours of operation will
13 be from 6 pm to 2 am daily. The applicant has hired a security company to
14 provide daily security and taxi service to the nightclub. Security cameras are
15 also being proposed. A nightclub is a permitted use; is regarded in our permitted
16 uses table kind of like a restaurant with entertainment. The use is permitted
17 within the Community Commercial zone but within 300 feet of residential it
18 requires a Conditional Use Permit. Staff has reviewed and determined that the
19 proposed nightclub use is compatible at this location. The proposed is within the
20 existing shopping center and adjacent to the 60 freeway. The closest residential
21 homes are to the north across Box Springs Road. In addition there is an
22 elevation grade difference between... the nightclub kind of actually sits in the
23 middle of the center.

24
25 **CHAIR GIBA** – Would you put up Attachment 3 for us or were you trying
26 already?

27
28 **ASSOCIATE PLANNER DIAZ** – I was trying to get a closer view of the aerial
29 map.

30
31 **CHAIR GIBA** – Attachment 3 would be nice

32
33 **ASSOCIATE PLANNER DIAZ** – Well the nightclub is proposed kind of within the
34 center of the shopping center and there an elevation grade difference from the
35 upper center to the lower center. It kind of drains towards the freeway from Box
36 Springs and residential to the north. Also between the residential, including Box
37 Springs Road and then the existing commercial center is blocking the proposed
38 nightclub from the residents to the north. I just want to make that clear.

39
40 **CHAIR GIBA** – We're within 300 feet but it is very obscured.

41
42 **ASSOCIATE PLANNER DIAZ** – Yeah the reason the property line goes all the
43 way to Box Springs Road, but the development; the actual building is a lot more
44 than 300 feet away from the residential. The immediate proximity to the
45 nightclub, the uses consist of commercial and residential development. There is
46 a CC zone and R5 zone to the north, Community Commercial to the east,

1 Community Commercial to the south and Community Commercial to the west;
2 current zoning. The access to the project; they are not changing any driveways
3 or parking within the existing shopping center. The access points are currently
4 are one off of Day Street and two off of Box Springs Road. The parking for the
5 nightclub requirement is 141 parking spaces per our Municipal Code. The parcel
6 currently has 168 parking spaces. The nightclub hours are also different than the
7 tenants that are within the parcel so this is more of a night time use than the
8 other, there is some office and salons which are day uses. The hours in using
9 the parking don't conflict with one another. The project has been reviewed and
10 meets or exceeds the development standards of a nightclub in the CC zone and
11 is consistent and does not conflict with the goals, objectives, policies or programs
12 of the General Plan. Public notification was sent to all property owners of record
13 within 300 feet of the project.

14
15 The public hearing notice for this project was also posted on the project site and
16 published in the local newspaper. I did go out there and verify that the site was
17 posted and it was posted pretty much in front of the driveway that leads up to the
18 residential, so people coming out of the residential looking straight ahead would
19 see a posted sign. I did receive one call from the public. This lady lives in a
20 single-family home that backs up to Box Springs Road and she was against the
21 project. Her concerns were the traffic and noise. She didn't want to state her
22 name or I'm not too sure if she made it to the meeting, but she stated that wasn't
23 coming, but I told her that I would let you guys know her opposition to the
24 nightclub. Environmentally, Planning Staff has reviewed the project and
25 determined that the item will not have a significant effect on the environment and
26 is therefore exempt under CEQA as a Class 1 Categorical Exemption, Section
27 15301 for Existing Facilities. Staff recommendation is to approve Resolution No.
28 2014-16 recommending that the Planning Commission recognize that the project
29 is exempt from CEQA and approve Conditional Use Permit PA13-0060 based on
30 the findings contained in the resolution and subject to the conditions of approval.
31 I think we do have the applicant present, but if you have any questions of Staff
32 feel free. This concludes Staff's presentation.

33
34 **CHAIR GIBA** – Questions of Staff? I see your little light on.

35
36 **COMMISSIONER LOWELL** – I have a question for Gabriel. Are the adjoining
37 walls to the neighboring suites, are we making the tenant noise proof them in
38 case the adjoining tenants wants to have hours of operations that might coincide
39 with the nightclub's operations?

40
41 **ASSOCIATE PLANNER DIAZ** – There is a condition of approval that the noise
42 requirements...

43
44 **COMMISSIONER LOWELL** – Well isn't that just being able to hear outside the
45 building like in the parking lot?
46

1 **ASSOCIATE PLANNER DIAZ** – And also depending on the use, there are
2 building requirements for fire purposes and ...

3
4 **COMMISSIONER LOWELL** – Fire rating is different than noise rating. You can
5 have a two hour fire wall and still be able to hear through it. Nightclubs are not
6 exactly the quietest places to go. As a for instance, the building to the west is a
7 gym or was a gym and if it wanted to be a gym again it might be a 24 Hour
8 Fitness and people are going to be in their jogging and then working out and then
9 you have this crazy noise coming through the wall and I do know from past
10 experience those walls are pretty thin; pretty much anything through them and
11 especially loud DJ music.

12
13 **INTERIM PLANNING OFFICIAL ORMSBY** – The applicant may elaborate on
14 whether they had proposed to do anything additional with the walls, but at this
15 point it is not part of the conditions of approval.

16
17 **COMMISSIONER LOWELL** – I know that is more of a tenant landlord issue than
18 brought up on this side of things.

19
20 **COMMISSIONER VAN NATTA** – I was just going to say having worked in that
21 particular shopping center for a while because the Prudential office was up there
22 on the upper level, even from the upper level of that parking lot you can't see the
23 buildings that are down below, so the residential section there to the north, would
24 they even be able to see what is going on there or probably not even hear very
25 much of it; right? There is quite a bit of buffering.

26
27 **INTERIM PLANNING OFFICIAL ORMSBY** – Right, there is a building within the
28 center that provides a partial shield between the building where this activity will
29 occur and the residential, so there is that physical buffering of the other building.

30
31 **COMMISSIONER VAN NATTA** – And the only other business that would be
32 likely to be open at that time is the restaurant; what is it, The Green Onion there
33 on the upper level? Are they still there?

34
35 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes there is that restaurant still at
36 that location.

37
38 **COMMISSIONER VAN NATTA** – And there is a couple of churches in that... are
39 they in the section that is further to the west?

40
41 **ASSOCIATE PLANNER DIAZ** – Yes they don't touch but it is at the end of that
42 building to the west. Currently the space is empty. There is a couple of spaces
43 between the church and the proposed nightclub that are empty currently.

44
45 **COMMISSIONER VAN NATTA** – So that larger building right there in the very
46 middle, is that where the church meets?

1 **ASSOCIATE PLANNER DIAZ** – That is part of the inline tenant. I think the
2 larger building is where the church is at. Where you look at the aerial and the
3 building gets significantly bigger, that's where the church is on the very end of the
4 west end of the building.

5
6 **COMMISSIONER VAN NATTA** – The same building but at the west end

7
8 **ASSOCIATE PLANNER DIAZ** – They are attached but not touching one
9 another.

10
11 **COMMISSIONER VAN NATTA** – Did you get any calls or anything from any of
12 the tenants within the center. You mentioned one of the residents.

13
14 **ASSOCIATE PLANNER DIAZ** – I did not receive any calls from any tenants. I
15 drove around there a couple of times just to check it out early on then today. The
16 only call I received was from a resident.

17
18 **COMMISSIONER VAN NATTA** – Alright

19
20 **COMMISSIONER BARNES** – Tenants wouldn't get notification would they, just
21 the owner?

22
23 **COMMISSIONER VAN NATTA** – Well he said it was posted.

24
25 **COMMISSIONER BARNES** – Yeah I understand

26
27 **COMMISSIONER VAN NATTA** – So the tenants would see that

28
29 **COMMISSIONER RAMIREZ** – Yes in terms of security, I understand we have a
30 proposed camera system in place. Is there any way we can add that to the
31 conditions of approval?

32
33 **INTERIM PLANNING OFFICIAL ORMSBY** – It could certainly be added. The
34 applicant may elaborate on what kind of camera system they were referring to
35 but it could be added to the conditions.

36
37 **COMMISSIONER RAMIREZ** – Thank you

38
39 **COMMISSIONER BARNES** – I guess my only comment is a facility like this in
40 my view is only as good as their desire to be good neighbors, so assuming that
41 they will be and I think they will be, what is the City's mechanism to enforce their
42 neighborliness should things not work out.

43
44 **INTERIM PLANNING OFFICIAL ORMSBY** – Well it is a Conditional Use Permit
45 so under the State Law that does allow for revocation which also identified in the
46 Municipal Code, so that would be the process.

1 **COMMISSIONER BARNES** – And the grounds for that revocation would be?

2
3 **INTERIM PLANNING OFFICIAL ORMSBY** – Could be non-compliance with
4 critical conditions of approval that are identified in the set of conditions.

5
6 **COMMISSIONER BARNES** – Okay

7
8 **ASSOCIATE PLANNER DIAZ** – There are conditions regarding working with the
9 Police Department.

10
11 **COMMISSIONER VAN NATTA** – And then of course there is noise ordinances.

12
13 **ASSOCIATE PLANNER DIAZ** – Correct and the Police Department has a way of
14 measuring the noise and if it becomes a problem I guess we can bring it back
15 and revoke the CUP if they are bad neighbors.

16
17 **COMMISSIONER LOWELL** – On Attachment 6 we have a letter from Mr.
18 Herrera and the third paragraph down says California ABC Act 5 onsite, five on
19 sale licenses are allowed within one census tract and there are already five
20 existing in that tract. This would make number six. Is that something that is
21 included in the CUP? Is that even worth bringing up in this conversation?

22
23 **ASOCIATE PLANNER DIAZ** – The Planning Department doesn't approve the
24 liquor license, that goes through the Police Department and we have contacted
25 the Police Department several times. We gave them this letter. They have
26 revised their plan. The applicant has revised their proposals to what this is and
27 the Police Department didn't have any comments or didn't feel that you know... I
28 guess they approved the ABC License which that kind of... they approved the
29 ABC License so then the applicant said okay I'm going to submit my CUP
30 application.

31
32 **COMMISSIONER LOWELL** – Alright, so that's not an issue. We're just voting on
33 the CUP?

34
35 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TEREELL** – Yeah as
36 Gabriel said it's under the Police Department and there is the ability... the Police
37 Department has the authority under State ABC Law to override that limit if they
38 think there are appropriate conditions in place to protect the public health and
39 safety.

40
41 **COMMISSIONER LOWELL** – I appreciate it. It just seemed like an important
42 item and I wanted to make sure that it was being covered and addressed. Thank
43 you.

44
45 **CHAIR GIBA** – You can save that letter for the applicant because I had several
46 questions on that too. Any more questions for Gabriel gentlemen and ladies? In

1 that case then we have the applicant who has an opportunity to come up and
2 speak. Where is that applicant?

3
4 **APPLICANT OLSON** – Good evening Chair and members of the Commission.
5 My name is Sherrie Olson. I'm here on behalf of the applicant and I can address
6 a lot of the concerns that were raised tonight. The applicant is requesting a full
7 line of alcohol of beverages within a nightclub lounge. The hours of operation for
8 the lounge will be from 6 o'clock to 9 o'clock and the nightclub would be starting
9 at 9 to 2 o'clock in the morning on a daily basis. We are open to hours of
10 mitigating any concerns there out there from the local church. We have not
11 heard from the local church but we are willing to mitigate hours to address any
12 concerns that way. I just wanted to kind of go over our operation. We do have an
13 intensive security company that will be coming into our establishment. There will
14 be over eight security officers on our premises at all times. One will be also in
15 the parking lot controlling that no loitering is taking place at any given time.
16 There will also be the owner of this center; the shopping center itself does have
17 their own security on the premises, but we'll be adding to that security. We will
18 have cameras on six on the outside as well as many on the inside to mitigate any
19 concerns and also we are offering food to the patrons that come in, so we are
20 going to have a menu that will be catered in a daily basis offering food at all times
21 to our customers and our clients. We will be providing over 50 to 75 jobs at this
22 location and we are excited about doing that. We'll be hiring within the
23 community and the security company that we have brought in are from within the
24 community itself too, so we are excited about keeping jobs in the community and
25 keeping everything local. Let me go on to say that the owner of the premise is
26 the applicant here. He is with us today and he has operated this type of an
27 establishment for many years, so he is very well experienced and you are going
28 to find a great community neighbor here and really cares about the community
29 and he is a long-time resident, so that should speak pretty loudly and I'll be
30 bringing them up in order to address you too. We're here to answer any of your
31 questions or concerns and I hope I can address them all so we can mitigate it.

32
33 **COMMISSIONER GIBA** – Questions?

34
35 **COMMISSIONER RAMIREZ** – What do you plan on calling this nightclub?

36
37 **APPLICANT OLSEN** – Status

38
39 **COMMISSIONER RAMIREZ** – Status

40
41 **APPLICAT OLSEN** – Status Club

42
43 **COMMISSIONER RAMIREZ** – Status Club. Never heard of it before but thank
44 you.

1 **CHAIR GIBA** – Anybody else? Do I get a chance this time? How about you
2 Meli?

3
4 **COMMISSIONER VAN NATTA** – Well the only thing I was going to ask is does it
5 really pertain to anything except that are you going to have karaoke there?
6

7 **APPLICANT OLSON** – Yes we are going to have karaoke. Well you wouldn't
8 want me to sing but yes we are going to have karaoke
9

10 **COMMISSIONER VAN NATTA** – Alright
11

12 **APPLICANT OLSON** – Well you wouldn't want me to sing but yes we are going
13 to have karaoke and we are going to offer a menu and I do have the menu here
14 with me tonight that we are going to offer so we feel it is very important. Our
15 training is at the high most importance to us so we do have all of our servers
16 going through the State training as well as our bartender is going through the
17 State training. There will be also to that aspect, we do have in-house training
18 where they'll be able to recall any drink that has been given to somebody, so
19 they do have areas to recall the drinks and knowing what has been served and
20 detecting when somebody is close to the limit, so we're not sending anybody out.
21 We'll have a taxi service. We are going to have all these points in place in order
22 to properly be a good community neighbor.
23

24 **CHAIR GIBA** – Is that what that flash point is called?
25

26 **APPLICANT OLSON** – That's what the flash point is. That is actually...
27

28 **CHAIR GIBA** – I had never heard of that and could you explain what that is and
29 how it works really?
30

31 **APPLICANT OLSON** – And I'll bring the applicant up here because it is...
32

33 **CHAIR GIBA** – Please do, please do
34

35 **APPLICANT OLSON** – I'll let him explain it in detail. I'm familiar with the other
36 portion of it which will be swiping of the ID so that you can start recalling the
37 drinks and where they came from and who ordered what.
38

39 **CHAIR GIBA** – Is this Antonio?
40

41 **APPLICANT HERRERA** – Yes it is
42

43 **CHAIR GIBA** – Hi Antonio, welcome aboard
44

1 **APPLICANT HERRERA** – So this flash point, what it is when you come in they
2 swipe ID's, they check your age and then when you get a drink you swipe it and it
3 keeps count on everybody's drink, so you keep a count on everybody's drink.
4

5 **CHAIR GIBA** – Or their drink order
6

7 **APPLICANT HERRERA** – Or their drink order
8

9 **CHAIR GIBA** – But that doesn't mean you're really keeping track of what they
10 are personally drinking. They could be passing it to the neighbor could they not?
11

12 **APPLICANT OLSON** – Well that's why we have the security on the premises too
13 and to be able to control and having all the training in place to be able find or
14 making sure that nobody is being over-served and you know to hold high
15 standards for us. I mean we are legally responsible if somebody goes out and
16 drives, so we want to make sure that everybody is that what we are dispensing
17 responsible and we pride ourselves in that.
18

19 **COMMISSIONER LOWELL** – How would that that work? Say I went to a party
20 and I went to your establishment like with six of my friends and I bought a round
21 of drinks for my friends. Would you swipe everybody's ID?
22

23 **APPLICANT OLSON** – Absolutely.
24

25 **COMMISSIONER LOWELL** – Good to know
26

27 **APPLICANT OLSON** – So then you've had, your friend has had and a lot of
28 clubs are going that direction. I know that a lot of them don't have this type of
29 detail in place, but most clubs are going in that direction because of lawsuits. We
30 don't want any potential lawsuits. I just want to add our walls our going to be
31 soundproofed. They are investing close to a half million dollars into this facility
32 and they are going to be soundproofing the walls, so nothing... you will not hear
33 on the outside what is going on in the inside.
34

35 **CHAIR GIBA** – Are there any more questions because I have a couple? Finally
36 get my turn here. May I call you Antonio? Okay, Antonio if you hadn't written the
37 letter I wouldn't have had so many questions but you did write the letter. The
38 problem is that it is not dated so and it is relevant to my question because your
39 letter implies that there are actually... well let me just read it and Mr. Lowell
40 already did that. While this census tract is considered over-concentrated with on-
41 sale licenses we're confident that the surrounding businesses and community
42 can only benefit from the addition of beer, wine and distilled spirits to this
43 nightclub. I don't drink so I know how that adds to that, but that's just me, but I
44 know area; the Day Street complex and it is terraced and I do know that there is
45 Building C301 and it has been like a nightclub and years ago it used kind of a
46 karaoke or it was a karaoke bar and a soup shop and it's been a variety of things

1 and on their door they have a request for a liquor license already posted there. I
2 know that they have wedding receptions and all kinds of stuff. You also have
3 The Green Onion and I know they serve alcohol and I think there is an Elk's Club
4 over there. Is anybody familiar with that and I'm quite sure they have serve
5 alcohol and then there is a liquor store that's JJ's up there at the top, so I know
6 they sell alcohol and I'm still a little lost on what are the other... I mean if Building
7 301 is one of those five, in short where are the five? I'm not coming up with that
8 many places that are selling liquor, because Boompa's isn't in business and
9 there went my pizza.

10
11 **SPEAKER OLSON** – I think I can address that question. The ABC sets it up by
12 census tracts. Census tracts vary from size to size and when you put a lot of
13 establishments together you become over-concentrated. You wouldn't see a
14 club in the middle of a residential area so your residential areas will be in a
15 different census tract and those counts will be low, so getting back to your
16 question, census tracts vary from size to size, from city to city, so it is based on
17 the size of that census tract and the census based on population, so you will
18 have an off-sale is different than an on-sale. A 48 is different from a 47 and so
19 on and so those are all different license types, so you are going to have a
20 restaurant with a 47, a nightclub with a 48, so they are different, but the ABC
21 lumps all your on-sales together and all your off-sales together and then they
22 come up with your count, so it is a little different.

23
24 **CHAIR GIBA** – Right across from you I think is a school is it not; a charter
25 school.

26
27 **SPEAKER OLSON** – A college. There is a college...

28
29 **CHAIR GIBA** – What is it called over there? They wear yellow shirts... The Star
30 Academy; that's it, the Star Academy

31
32 **SPEAKER OLSON** – And our hours are not going to conflict with that...

33
34 **CHAIR GIBA** – You're open at 2?

35
36 **SPEAKER OLSON** – No, 6 o'clock is the lounge only and the club is not going to
37 start until 9. We're trying to be a very cognizant to our neighbors, the church as
38 well and mitigate any concerns with our hours there as well as for the college
39 itself, so we definitely want to get off on the right foot being a good community
40 neighbor.

41
42 **CHAIR GIBA** – You answered the question about the census tract, so I already
43 had a note for you to please explain that, so thank you. You already did that one
44 too, so I'm not coming up with too much more. You just answered your letter, but
45 the date was relevant if it had anything to do with the extra places that sold
46 alcohol at the time. Boompa's just recently went out of business.

1 **SPEAKER OLSON** – Right and you saw a posting on that one, so it doesn't...
2 we might have applied a year ago, which we did for ours, but until we get our
3 Conditional Use Permit and five other people apply, their license could issue
4 before ours because we are still waiting on our Use Permit. We have been doing
5 this process now for almost a year.

6
7 **CHAIR GIBA** – Excuse me, why is it taking you so long to get this far? What is
8 the basic holdup?

9
10 **SPEAKER OLSON** – We had to go out and do a parking survey. We were
11 required to do a parking survey and it's been one... it's been awhile.

12
13 **CHAIR GIBA** – I'm just curious. It seems to be a long time for just an existing
14 building that they want to put something in.

15
16 **ASSOCIATE PLANNER DIAZ** – There process might have been a year, starting
17 with the Police Department. I think they submitted their application in December
18 I believe. Yeah they had to provide a parking study because of their hours of
19 operation. There is conflict between their parking being used. It is just the
20 shopping center is empty, but say everything is full, you have to provide enough
21 parking for your use. You have to provide parcel lines which they didn't submit
22 originally and then their letter of intent, they needed to be more detailed on that
23 and they have taken some things out their letter of intent. I think originally they
24 wanted to provide catering trucks outside of the parking lot and then working with
25 the Police Department and try to get answers from them took a little while to do
26 and they could have been to the previous... I think the last month Planning
27 Commission date but the applicant requested to be on this date because they
28 were busy.

29
30 **CHAIR GIBA** – Okay because that does seem kind of lengthy for that type of
31 building and is there a little check off sheet that these folks use so they know
32 exactly what they have to do for what they are doing? I know there is some kind
33 of a pre-application process that sometimes you go through.

34
35 **ASSOCIATE PLANNER DIAZ** – They didn't submit a pre-application but there is
36 a check list for requirements to submit but every application is different just
37 because you have a site plan doesn't mean you have property lines on them.
38 The level of detail wasn't there originally and for nightclub of this many people
39 and then the consequences of you know being a good neighbor, Planning felt
40 that we needed more details so we can provide the information to the Police
41 Department and then working with the Police Department and then getting the
42 conditions of approval and getting to this point so that way when we come to
43 these meetings the questions had been answered. Previously they had not
44 provided a letter of intent which opens up the door for more questioning but it
45 also provides for a lot more information, provided information about the security
46 guards, the cameras and then the food and how they are going to control the

1 alcohol consumption. So there is a lot... you know you can submit an application
2 and it just says nightclub but the level of detail wasn't originally there.

3
4 **CHAIR GIBA** – So Antonio are you comfortable with what they tried to do for you
5 folks?

6
7 **SPEAKER OLSON** - We are comfortable...

8
9 **CHAIR GIBA**- It might have taken a little longer but you are coming toward us
10 with a better package and better preparation.

11
12 **SPEAKER OLSON** – And we do feel the same way and we wanted to work with
13 Staff and we worked with Staff really well on this. That was just my comment
14 regarding you know the length it takes for other applicants to get in there, which
15 causes the number to change.

16
17 **CHAIR GIBA** – But these are interesting questions sometimes that we don't
18 always know the answer and it's good to know them, because if there is any way
19 and I know what Staff is like and if there is any way to help you speed these
20 things up they are more than happy to try to do that. Time is money.

21
22 **SPEAKER OLSON** – Exactly and we appreciate that from Staff. We're trying to
23 occupy a vacant building that has been vacant for quite some time. If you've
24 been in the center, you can see all the vacancies. I don't think the center is over
25 65 percent full at this point. I've been there and the upper portion, it's a different
26 elevation, so the residents to the north, there is no way they can even see us or
27 hear us because we are so far down. There is just not a possibility. I've been to
28 the site myself and the residents are even up on a slope from that point, but we
29 just want nothing more than to work with the City and the community.

30
31 **CHAIR GIBA** – Any more questions for the Applicant?

32
33 **COMMISSIONER VAN NATTA** – I just had one. It has to do with the choice of
34 location there. You are almost hidden. I mean it's not like you have street
35 frontage or visibility or...

36
37 **SPEAKER OLSON** – With that type of establishment our goal is stay away from
38 the residents and keep ourselves to the back. That way we're... it hard to find a
39 large enough location that's away from residents, away from concerns and...

40
41 **COMMISSIONER VAN NATTA** – But aren't you afraid your patrons might have a
42 hard time finding you?

43
44 **SPEAKER OLSON** – Well we'll get some mailers out there, word of mouth and
45 we're hoping that we can have a great establishment that the word of mouth will

1 get around and we can operate a great business there and stay in business and
2 not only that but some signage.

3
4 **COMMISSIONER VAN NATTA** – I hope it works

5
6 **SPEAKER OLSON** – So do we because it is quite a bit of investment here.

7
8 **ASSOCIATE PLANNER DIAZ** – Could I comment on the location? Pretty much
9 if you use the Day Street driveway, you are going to run into it. If you go to the
10 Box Springs; through the Box Springs you would go around in circles trying to
11 find this place.

12
13 **CHAIR GIBA** – Off the freeway, straight up Day Street, hang a left and you are
14 right down there on top of it. So it is easy. If you know where to go it is quick
15 access to it, yet Meli is right, there is nothing there. Nobody could see it. It's
16 down in like a little well.

17
18 **APPLICANT OLSON** – That could be a reason that center struggles too.

19
20 **COMMISSIONER VAN NATTA** – Yeah

21
22 **CHAIR GIBA** – But word of mouth that's it a good establishment, takes care of its
23 patrons has no problem. It might do something for you. If there are no more
24 questions, then I'd like to open this to public comment if I may. Thank you.
25 Thank you very much. That was Sherry and Antonio. Thank you very much.
26 Alright, do we have anything here? Oh okay, we have a couple. Okay so let me
27 open this to public comment. The first one up is Christopher Baca

28
29 **SPEAKER BACA** – Good evening Commissioners. Christopher Baca, resident
30 here in Moreno Valley, District 5. I'm here representing myself. I'm excited
31 about this development or venue... I think our City is kind of a dry city and you
32 know and we need some type of entertainment here for the people. Most people
33 go to either Riverside or Palm Springs for some entertainment, so I think it is
34 going to be successful. I think it is not going to be the type of establishment that
35 we currently have. I can think of three of them that are notorious for activity that
36 we probably won't see at this establishment. I think they are successful in
37 bringing about the concerns with the security. They are putting in cameras.
38 They are going to have roving patrols, that other issue on the amounts of drinks
39 and I forgot what the name of it is, is impressive and so forth, so I think it's a
40 good project. You are always going to have somebody that opposes it as with
41 everything else, but we live in a free society and people have their right to open
42 their businesses and I think the City should be more in tune with small
43 businesses and helping them in the process and helping this go further and
44 quicker and I congratulate the applicant. Thank you.

45
46 **CHAIR GIBA** – Thank you Chris. Next up is Christopher Lee

1 **SPEAKER LEE** – Thank you all for hearing me and allowing me to speak.

2
3 **CHAIR GIBA** – You can lift that up. You don't have to stoop that far. You're a
4 tall man.

5
6 **SPEAKER LEE** – Thank you for hearing me. I'm actually the designer for the
7 project. I'm a licensed Civil Engineer in the State of California and I've designed
8 many projects. I thought I would be called up to talk to you more about the
9 design and if you guys had any questions about the design and what not...

10
11 **CHAIR GIBA** – Bathrooms...

12
13 **SPEAKER LEE** – We can talk about restrooms. I just wanted to bring up three
14 things. The first thing is we can consult expert designs in the field as far as
15 bars and nightclubs and restaurants are concerned and the applicant could
16 speak on that, but the main thing we wanted to consider was open floor plan
17 which would be safe, have many eyes on the main area, have cameras that
18 didn't have any blind spots and promote a safe environment. That was the first
19 thing. If the floor plan was up I could explain it more.

20
21 **CHAIR GIBA** – Can we do that?

22
23 **SPEAKER LEE** – You don't have it on

24
25 **CHAIR GIBA** – No, it's alright, I don't need to look at that

26
27 **SPEAKER LEE** – Okay, there you go

28
29 **CHAIR LEE** – Can you guys put that floor plan up for us?

30
31 **COMMISSIONER VAN NATTA** – Attachment 4

32
33 **ASSOCIATE PLANNER DIAZ** – Media, could you change it back to the map

34
35 **SPEAKER LEE** – That was one issue to have an open floor plan. The second
36 this was we (Inaudible – speaker walks away from microphone)design or
37 any type of design that you do, we have private spaces segregated here and
38 we're going to have a station where we can see everything via cameras and it is
39 separated to where you don't have any interaction between users and the person
40 working privately, so it is a good design. It's an open floor plan and the lounge
41 can operate independently between the hours of 6 pm to 9 pm. Once that shuts
42 down then you can operate the club from 9 pm to 2 am, so it works, but anyhow
43 those are the main things I wanted to bring up; open floor plan, maximum
44 revenue and...

45
46 **CHAIR GIBA** – We're not rushing you off; its okay, that's fine.

1 **SPEAKER LEE** – This will be pretty much; probably the longest bar in Riverside
2 County, so it will be a focal point for the community. It will get out by word of
3 mouth and it will be something big, so, yeah, thank you.

4
5 **CHAIR GIBA** – Thank you Chris.

6
7 **COMMISSIONER VAN NATTA** – Good job Chris

8
9 **CHAIR GIBA** – Alright, Luis Molina. Did I say that correctly?

10
11 **SPEAKER MOLINA** – Yes you did, thank you. Thank for you listening to me. I
12 see that you guys are sitting in front of a date; December 3rd, 1984. You guys
13 have been a City for 30 years. When do you guys grow up? As fathers of us
14 children that are residents here in the City, we have to abide by what you are
15 rules are; what your decisions are. I just happened to move out to the City
16 because of the quaintness of it, the serenity of it. We did our reconnaissance
17 before we bought the house. It's on Glenview Drive, which is the house; the
18 street right. It's going to affect it. The young lady said here will it affect the
19 neighbors? Unless you live by there, how will you know? I won't know yet. The
20 gentlemen said something about being neighborly. Do you live near there? I
21 happened to have moved out here for the serenity of it because they said I
22 thought this City was at a state where it is going to be mature now; grown up. It
23 seems like if you approve this it is still staying stagnant. It is not 1984 anymore
24 where you want to attract. You have beautiful communities here and with stuff
25 like this I don't know if you guys were young and went to clubs, you know what
26 happens down the street, especially if you are going to be carded. You are going
27 to go and get drunk in the car before you walk in. Did you ever think about that?
28 The drugs; one of the reasons why I left Los Angeles is because I didn't know
29 this at the time but when they kept breaking into our home, the County Sheriff
30 told us why don't you move because you are in a high danger area and we didn't
31 know that and it was because of the clubs that were around there. I was a kid
32 and I didn't know it at the time. I wanted to share the reality of it. Thank you for
33 your time.

34
35 **CHAIR GIBA** – Thank you Luis. Does anybody want to ask a question?

36
37 **COMMISSIONER VAN NATTA** – No

38
39 **CHAIR GIBA** – Alright Chris Kaufman

40
41 **SPEAKER KAUFMAN** – Good evening Commissioners. My name is Chris
42 Kaufman and I am here on behalf of Sage College this evening. We are actually
43 located on what everyone's referencing as the lower tier. Sage College has
44 been operating at that location since 2003. We are a private post-secondary
45 college and we offer two programs; court reporting and para-legal. We also run a
46 day program and a night program, 4 days a week. We are open until 10 o'clock

1 at night. We have records that prove that we have multiple problems there. We
2 have had to call the Police out many times and our population is primarily female,
3 so we do have cameras out. Just this evening before I came here I was out in
4 our parking lot because of a problem. We are really concerned about more
5 alcohol in this upper tier. Our night program; 125 students. I mean I think it's a
6 substantial number; maybe not compared to what they might expect in a
7 nightclub but we're really concerned. Our owner doesn't drink so of course is
8 opposed to this recommendation for the safety of our students. We respectfully
9 request that you reconsider your recommendation. We really don't want this to
10 go through. There is a liquor store there. Just as everyone mentioned, there are
11 things in our parking lot. Every weekend we have a bar in the corner. They run
12 circles; donuts, they drink in their cars to this gentleman's point. They do have
13 security. Atlas Properties does have security but they can't; they don't monitor it
14 well. They try, but we already have problems and I think we're asking for another
15 problem. It's not that we don't want another tenant. We'd love to have the
16 shopping center full but we just respectfully request that you consider not
17 allowing more alcohol on this property. I think and I'm sorry, I just got notification
18 this morning. It was posted, but I thought our owner would be here this evening
19 and their schedule wouldn't permit it, but I feel strongly. I'm there every night and
20 I know what happens on the upper terrace and the lower terrace and we're just
21 interested in safety, so thank you for your time and thank you for listening.

22
23 **CHAIR GIBA** – Thank you Chris. Donovan; how do you say that... Sadis... oh
24 Saadia; I would have never got it.

25
26 **SPEAKER SAADIA** – Good evening Commission and everything like that. I'm
27 Donovan Saadia. I'm in resident 5 and I've been here since 1977; born and
28 raised, stationed; everything is good. I can see both sides of this issue. I'm not
29 necessarily against it because we do need to bring jobs and give a fellow native
30 coming back home and opening up a business, I think that is something that we
31 need to promote; people within, but again I see the side of the... the other side of
32 it with the danger and alcohol and clubs and I believe Brian; Mr. Lowell you are
33 close to my age or something like that. Whenever we graduated high school; I
34 graduated from Norte Vista in Riverside and you know once you hit 18 you get to
35 that Metro; Club Metro and you go have a ball and do what you have to do and a
36 couple of years ago as we know, if you've been here long enough, what
37 happened at Club Metro, so for me that is a concern as a parent and as you've
38 heard from other parents you know that is one side of the coin. I'm not against
39 this, I'm just saying that you know the decision is going to be yours and City
40 Council I would recommend maybe both sides meet with representative Baca
41 and kind of see if we could come to middle ground, because I don't care what
42 kind of security you have; you know you could go to Iraq; you've got a bunch of
43 army... I mean something is going to happen; the drinking, the cars, the noise.
44 Something is going to happen; if not sooner than later or whatever. That is just
45 something you guys need to consider, but I'm not against it. I think we need to
46 give... we just need to give them a shot and see how it rolls out, but again
47 remember what happened at the Metro and what kind of... District 5 is a very

1 colorful district and we've got to remember what kind of nightlife brings. I mean
2 Lindsay Lohan; jumping in the streets and falling out... you know something I
3 don't think we want publicity wise for Moreno Valley.

4
5 **COMMISSIONER LOWELL** – Could you enlighten us as to what happened at
6 Metro?

7
8 **SPEAKER SAADIA** – Metro finally closed after that girl was shot in the head and
9 Metro is down in Rubidoux, but the situation with that was they had all the
10 security that you can possibly have. They had all the cameras you can possibly
11 have; technology at the time. I mean like I said you can't stop what is going to
12 happen for people who just don't care. So let's just look at both sides and maybe
13 both sides can get together and meet with representative Baca and maybe we
14 can find something... Oh District 2 sorry, Stuart and see what we can do with
15 that. Thank you.

16
17 **CHAIR GIBA** – Thank you Donovan. Antonio Herrera.... Tom Jerele

18
19 **SPEAKER JERELE** – Tom Jerele Sr. again speaking on behalf of myself and
20 Chairman Giba again and Commissioners, members of Staff and the public. One
21 of the resources that I would suggest; I didn't see what the PD actually put in for
22 comments but we do have a pretty responsive POP Team. I know with a lot of
23 the budget cuts effecting it, but I do think we need to delve into that for the public
24 safety there. I have found in the past that the Police Department is pretty on top
25 of things in a proactive way. An example, there was another club that has been
26 up and running and I don't know if there has been any problems but one day they
27 are passing our center; what do you call it... you know cards there; promotional
28 stuff there and in short they are going to have strippers there and so I gave to
29 one of the POP Teams and I said are they licensed for that and he said we'll take
30 care of it, so where that went I don't know but the point they are pretty quick to
31 respond and so I would... I don't know how your conditions are written for
32 integrating the Police co-ordination, but the other issue that I wanted to speak
33 about is any business tends to have and evolves over time and I know there is
34 something about a DJ and it could bring in live bands and the first thing that
35 came into my mind with the nightclub there has been some recent horrible fires
36 where people got creative with pyrotechnics and I don't know if it is in your
37 conditions of approval; maybe Mr. Metz can tell us but if it isn't, we need to have
38 a very strong condition that they absolutely no pyrotechnics can be discharged in
39 the building or brought in or utilized in any way and the building should be posted
40 too. Just in case somebody like I said, maybe it's five years or eight years down
41 the road and they are bringing in a band and the band guy gets creative and well
42 this really cool and so just not the place for it, so like I said a well-planned thing
43 can go up in smoke real quick. A lot of people could get killed or injured, so that
44 was my concern; a strong prevention of that. Thank you.

45
46 **CHAIR GIBA** – Thank you Tom. So, Antonio you can come back up and speak.
47 You are more than welcome to, your name is up here... ah, your name just

1 vanished. Okay that was the public portion... no more; anybody else? You are
2 more than welcome. Turn your speaker slip in really quick. Miss Grace takes
3 them.

4
5 **SPEAKER LAURENT** – Good evening Chairman and Commissioners. My name
6 is Kevin Laurent, the Leasing Agent for Aldis Properties and representing the
7 Canyon Springs Investment Trust. I see the concerns on both sides. I know
8 Sage College is accurate on what they have said. We have had some issues
9 with the Hookah Lounge there. There is a Hookah Lounge maybe two suites
10 down from their suite and we've been dealing with those issues. I don't believe
11 their lease is going to be renewed. I don't know the expiration date on that, so
12 we operate about six centers; another one in Moreno Valley off of Sunnymead
13 and Perris Boulevard there as well and so we're really kind of scaling back on
14 that type of business as far as hookah lounge etc. I think with status, the client
15 here with the increased security and with the cameras, that is definitely is going
16 to help. The hookah lounge, they have no security and that is one of the big
17 issues, so with the additional security I think that is definitely going to help along
18 with the cameras. Also I just want to address this gentlemen here with the
19 pyrotechnics, which is part of the lease. They can't have that. It's in the lease
20 that they can't have pyrotechnics or anything that is combustible in the suite
21 itself. I think that's all I have to address for now. Thank you so much. Any
22 questions?

23
24 **CHAIR GIBA** – Thank you. Miss Wilson would you be willing... that's you
25 Sherrie right? Oh Olsen... I wrote it down wrong. That's what tri-focals do. It
26 does it to me every time.

27
28 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** –
29 Commissioner Giba, yeah if there is no more public, it would be appropriate for
30 you to have the applicant come up for rebuttal if they have any or questions.

31
32 **CHAIR GIBA** – Are there any more...no... we'll close that portion of it and we
33 can have some rebuttal time.

34
35 **SPEAKER OLSON** – A couple of the questions that were raised by the members
36 of the public and the community. The club; the license that we have you cannot
37 be under the age of 21 to enter, so they have to 21 and over, so the younger
38 ages will not be permissible to come into the club itself. The other one with... the
39 more security that we have and the more presence there is in a vacant building
40 and all the other vacancies is only going to bring in security and less crime. The
41 more cameras that we have and the more people we have out in the parking lot,
42 they'll be a lot less crime. It will be a safer environment. You will not be going
43 into the parking lot where there is no security because we're going to have
44 security. We're going to have security guards in our lot itself, so it will also help
45 out with the College with their ladies leaving late at night, with the security and
46 the more people out there will be a safer environment for them. I would feel safer
47 as a female too knowing that there are other people in the parking lot and the

1 cameras and there is security driving around the facility. You have a question for
2 me too?

3
4 **CHAIR GIBA** – Yeah, good neighbor Ms. Kaufman, I understand what you are
5 saying and so your Sage gets out at 10 o'clock in the evening, so and you said
6 you would be willing to do almost anything. I mean would be willing to adjust
7 your hours of operation to begin later rather than 9 o'clock; your regular club
8 hours then begin at 10 instead.

9
10 **SPEAKER OLSON** – And we are willing to address that. I know that she
11 mentioned that four days a week they go to the 10 o'clock. If we could get those
12 four days a week, we would adjust our hours to her hours for those times.

13
14 **CHAIR GIBA** – So you could open dialogue with Sage. Have you done that
15 already or are you willing to do that?

16
17 **SPEAKER OLSON** – No we did not hear from them or we did not hear from the
18 Property Manager that there were any issues from the other tenants so we would
19 be more than happy to work with them and hopefully we can with our cameras,
20 because our cameras are going to be running on a 24 hr. basis in the parking lot,
21 so hopefully we can maybe work with them on some security issues out there so
22 their girls feel safer or the college students feel safer when they are leaving the
23 premises at night.

24
25 **CHAIR GIBA** – Maybe some... I'm acting in a facilitating fashion at this point

26
27 **SPEAKER OLSON** – We're willing to you know work some conditions in there
28 and address them with some conditions and get their hours of operation and
29 work with them on that so we're not... we're being an assistance and not a
30 nuisance to them.

31
32 **CHAIR GIBA** – Luis would you be willing to have a separate discussion on
33 anything that might be able help you out with your concerns as well if they are
34 willing to be good neighbors or is this just emphatic you don't want it there?

35
36 (Inaudible – no sound)

37
38 **SPEAKER OLSON** – We don't have any residents near us at all and we'll sound
39 proof our walls so they definitely won't hear us.

40
41 **CHAIR GIBA** – Any other questions? We hear you. Thank you very much. We
42 gave you that extra opportunity. If there are no other questions then shall we
43 have some discussion?

44
45 **COMMISSIONER VAN NATTA** – Well several items. For one thing I don't think
46 Lindsay Lohan is going to come out here to Moreno Valley to party, but we are a
47 maturing City and that means we have to provide some entertainment for our

1 adults to go to and I think having a quality nightclub in Moreno Valley would
2 definitely be a plus for the community. Where the location of this is, is I do not
3 see someone saying that somebody is going to leave that location and drive
4 through the residential streets unless they happen to live in that neighborhood.
5 It's all about being a responsible bar owner. My son owns a bar in Salt Lake
6 City. You talk about what you have to... the hoops you have to jump through and
7 the hurdles you have to clear in order to open a bar in Salt Lake City, Utah and
8 he had to go through all of that, but he is a responsible bar owner and he doesn't
9 have problems with his neighbors or with the other businesses in the area, so it
10 all has to do with how responsible a bar owner is and how they run their
11 business. I don't think you can compare this type of establishment with the Metro
12 in Rubidoux. We're not Rubidoux and Metro, one of the biggest problems they
13 had was they allowed under 21 aged people to go in there and party who would
14 get drunk before they went in there. We're talking about what looks to me as
15 something where adults in Moreno Valley can go to enjoy music and a good time
16 with their friends and a little bit of alcohol and if it is managed responsibly I can
17 only see it as being a good thing for the neighborhood.

18
19 **COMMISSIONER BAKER** – I think it's a good project. You know with the
20 vacancies we have in that shopping center and it's not easy to get somebody to
21 fill in what is it; 15,000 square feet and I think from I see or what I'm hearing here
22 from the design people, I mean they are doing everything to bend over
23 backwards to make this thing work and if they are willing to work with the
24 adjacent tenants that is there and we've got the Leasing Agency gentleman; he's
25 going to work with it and security. I'm in favor of it. I think we need to move
26 forward with this.

27
28 **COMMISSIONER RAMIREZ** – I think Commissioner Meli hit it right on the bull's
29 eye and I think we should move this project forward.

30
31 **COMMISSIONER BARNES** – I agree. Everybody deserves an opportunity to
32 run their business and make a go of things; fulfill their dreams and until they
33 prove otherwise, I don't think it is appropriate penalize them for that, so I'm in
34 favor of it.

35
36 **VICE CHAIR SIMS** – I tend to agree with the statements made prior. I just want
37 to note that this is in a good location within an existing commercial development
38 that's planned for multiple different uses as you can see with the tenants that are
39 in there. There are a wide diversity in the uses. I appreciate the effort that has
40 gone into the design of the facility so that it's open and has significant security. I
41 like the amount of jobs it's going to create, sales tax revenue it is going to
42 generate and I also like the controls that the City has to revoke the CUP and I
43 also think there is control with the owners of the property that if it gets out of
44 control they can when the lease comes up, they cannot renew the lease, so I
45 think the checks and balances are in place. It's a good project and we should roll
46 with it.

1 **COMMISSIONER VAN NATTA** – There is one other little thing I wanted to
2 mention. There was some talk about asking them not to open till after 10 o'clock
3 or something. I think that would be unreasonable to ask a nightclub to wait till 10
4 o'clock at night to open. You know if there is a problem with people drinking too
5 much and driving while intoxicated, it's not going to be when the club first opens
6 or within the first hour, it is going to be the ones who are there till 1 am in the
7 morning or something, but one of the important things for a club is people
8 knowing what hours they are open and go there and you somebody shows up a
9 couple of times and oh well this is the night they're not open till 10 and I don't
10 think that is a reasonable request to make.

11
12 **CHAIR GIBA** – Well actually the comment was from me Meli and it wasn't not to
13 open at 10 but I thought you guys had two hour structures? Am I correct? Like
14 from 6 till 9 and then from 9 to 2, so I was just suggesting going 6 to 10, because
15 that was what do you call it, the open lounge area and then it was the actual
16 dancing and stuff starts at 9. I was just suggesting that maybe you go to 10
17 instead of 9, so you probably just misheard me on that one.

18
19 **COMMISSIONER VAN NATTA** – No I understand what you said about that, but
20 the nightclub portion of it not starting until 10 o'clock is just too late. I mean if
21 somebody wants to go for a while in the evening, they don't want to wait till 10
22 o'clock to get started.

23
24 **CHAIR GIBA** – But I think it was wonderful that they were willing to work with the
25 surrounding tenants and willing to discuss that. I think that's really kind of up to
26 them. That's not really up to us. I like the idea that everybody is willing to try to
27 work together to try to make the project work for everybody's behalf. We do
28 need an income and revenue creator and it sounds like we could use jobs in our
29 community and it really is... if somebody moved in to their home on the other
30 side of Box Springs and that existing facility was already there, then you have to
31 assume people are going to put businesses in there and they are not always
32 going to be the businesses that you personally would want to have, but if
33 everybody works together as good neighbors then everybody has an opportunity
34 to benefit from the environment they are in, so with all that said do we have a
35 motion?

36
37 **CHAIR GIBA** – Meli you are...

38
39 **COMMISSIONER VAN NATTA** – If I can get to it I will.

40
41 **CHAIR GIBA** – Who wants to move that thing?

42
43 **COMMISSIONER VAN NATTA** – I can do it just give me a minute.

44
45 **CHAIR GIBA** – She can do it...
46

1 **VICE CHAIR SIMS** – I got it. I recommend that the... I make a motion that we
2 recognize that the Development Agreement will not... Am I on the right one on
3 here? Hold on a minute. That we **APPROVE** Resolution No. 2014-19

4
5 **CHAIR GIBA** – 16

6
7 **VICE CHAIR SIMS** – Well then I am screwed up. Well excuse me.

8
9 **COMMISSIONER VAN NATTA** – Okay I move that the Planning Commission

- 10
11 1. **RECOGNIZE** that this project is exempt from the provisions of the
12 California Environmental Quality Act (CEQA), as a Class 1 Categorical
13 Exemption, CEQA Guidelines, Section 15301 for Existing Facilities; and
14
15 2. **APPROVE** PA13-0060 Conditional Use Permit, based on the findings
16 contained in the resolution and subject to the conditions of approval
17 included as Exhibit A of the resolution.

18
19 **VICE CHAIR SIMS** – I'll second that

20
21 **CHAIR GIBA** – We have a motion and a second. Let's take a roll call on that.

22
23 **COMMISSIONER LOWELL** – Yes

24
25 **COMMISSIONER RAMIREZ** – Yes

26
27 **COMMISSIONER VAN NATTA** – Yes

28
29 **COMMISSIONER BAKER** – Yes

30
31 **COMMISSIONER BARNES** - Yes

32
33 **VICE CHAIR SIMS** – Yes

34
35 **CHAIR GIBA** – Yes

36
37 **CHAIR GIBA** – That's seven yes and no no's as they would say. It passes.
38 Wrap up on that Chris.

39
40 **INTERIM PLANNING OFFICIAL ORMSBY** – Unless an appeal is filed within 15
41 calendar days.

42
43 **CHAIR GIBA** – The public realizes then can appeal that, right? Well they do
44 have the right. The individual public has the right to appeal it they think it is
45 necessary to do, so it doesn't stop them, so if you feel that strongly then that is
46 something you are entitled to do.

1 **6. Case Description: P13-138 Development Agreement Amendment**
2 **Case Planner: Chris Ormsby**

3
4 **CHAIR GIBA** – Alright case description P13-138, Development Agreement
5 Amendment, Palm Trees Consulting Incorporated. Is the applicant here?
6

7 **INTERIM PLANNING OFFICIAL ORMSBY** – Yes
8

9 **CHAIR GIBA** – Okay, you don't have to get up yet. It's alright, I just wanted to
10 make sure you are here. We've had that happen before where the applicant
11 didn't show, so I was just curious, and so who is the case planner on this one?
12

13 **INTERIM PLANNING OFFICIAL ORMSBY** – I am the Case Planner on this.
14

15 **CHAIR GIBA** – Hi Chris. Chris is it.
16

17 **INTERIM PLANNING OFFICIAL ORMSBY** – Members of the Planning
18 Commission, the item before you is the fourth amendment to the Town Gate
19 Development Agreement. The proposed amendment to the agreement would
20 extend the term of the agreement for an additional five years. For the record, the
21 Town Gate area is generally located east of Day Street, west of Frederick and
22 southerly of State Highway 60 in the Specific Plan area known as Specific Plan
23 200. In November of 2011 the City Council approved an extension to the term of
24 the agreement by five years. There is still a little more than two years remaining
25 on the term of the agreement. The purpose of the request at this time is to
26 provide more certainty for securing future development within Town Gate
27 because phase development can take several years for projects to develop and if
28 there are questions in that regard, the applicant or the developer's representative
29 can elaborate on that and John Loper of Palm Trees Communities Consulting is
30 the applicant's representative and he is here tonight to answer any questions in
31 that regard and with that Staff would recommend that the Planning Commission
32 approve Resolution No. 2014-19 as provided for in the Staff Report and I'll open
33 it for questions of Staff.
34

35 **CHAIR GIBA** – Questions?
36

37 **COMMISSIONER LOWELL** – Could you enlighten us a little more about what
38 the intent of the agreement was. I noticed all the streets are built, the utilities are
39 in and we just have a hodge podge of development here and there. I mean if we
40 extend this another five years, what's the ultimate five years from now?
41

42 **INTERIM PLANNING OFFICIAL ORMSBY** – The applicant can I think elaborate
43 on the details of the agreement but there are some benefits for extending it. The
44 benefits however wouldn't have a fiscal impact to the City because for example
45 impact fees are not governed in this case by this particular agreement, but I think

1 the applicant could elaborate on that. Perhaps John has some additional
2 comments.

3
4 **COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR TERELL** – Well I
5 think one of the major provisions of really every development agreement that I've
6 worked on is protection related to changes in land use and that while a
7 development agreement is in place, those have to be mutually agreed upon
8 between the owner of the property and the City and so that provides more
9 certainty if we feel at this point in time that these are the appropriate uses for that
10 portion of the community that they won't and I'll use this term loosely, applies to
11 nobody currently working for the City or in City government, arbitrarily changing it
12 in the future. That's really most development agreements, that's the main benefit
13 is that there is orderly development because there won't be some sudden
14 change in land use. Is that clear? I'm sorry. That's the main reason why a
15 development agreement is of benefit because a large investment has been made
16 by this developer and other developers have done the same, so that large
17 investment is precedent on being able to develop according to the approved plan
18 and if there is some chance that that could be changed wholly by the City to
19 some other land use, that is a development risk that makes the investment less
20 valuable.

21
22 **CHAIR GIBA** – Questions?

23
24 **COMMISSIONER VAN NATTA** – So we just keep extending it five years at a
25 time until they finish their development, right?

26
27 **INTERIM PLANNING OFFICIAL ORMSBY** – The applicant will elaborate on that
28 but I think they believe this will be the last extension that will be needed to build
29 out the remaining parcels, but I'll let John Loper discuss that.

30
31 **CHAIR GIBA** – Any more questions for Staff?

32
33 **COMMISSIONER BARNES** – You had said that there are two years left
34 currently. They are just being proactive in guaranteeing the three subsequent?

35
36 **INTERIM PLANNING OFFICIAL ORMSBY** – That's correct. It would then
37 basically give them seven years total to finish off what remains to be done.

38
39 **COMMISSIONER BARNES** – Okay

40
41 **CHAIR GIBA** – Well if there are no more questions of Staff can we bring the
42 applicant up? Were you here back in 2011? Was that you that came?

43
44 **APPLICANT LOPER** – Yes I've been working on this project since about this
45 time in 2001. My name is John Loper and thank you for allowing me to speak
46 tonight. I have been involved in Town Gate since 2001 and been involved in

1 finishing out the residential units and building basically everything other the
2 Costco on Day Street and rehabbing and re-tenanting the Frederick properties
3 after we lost almost all of our major tenants there. The development agreement
4 was originally done in conjunction with the Specific Plan and some other
5 documents with the City regarding us building a bunch of infrastructure which has
6 been completed and we are asking for an extension of the development
7 agreement for a couple of reasons.

8
9 One of the things the development agreement includes is that if an extension can
10 be granted if there is an economic downturn and we've basically had a six year
11 economic downturn since 2008 and we are still recovering from it. We had to
12 backfill a lot of spaces instead of building new spaces and backfill some
13 restaurants, which we still have an empty restaurant on Day Street and so we're
14 requesting a five year extension as a result of the six years of so far of economic
15 problems. Things are a little better but not great, especially in the retail industry.
16 So that is one of the reasons why we are doing this.

17
18 Another thing is we have of the product the land that we have left, we have
19 approximately ten restaurant or pads and we have six office pads or areas that
20 can be used for office, hotel or senior housing projects. Those are the Winco
21 sites, Town Gate Square and the ten pads are surrounding all the shopping
22 centers that are vacant pads and we believe that it's going to take another six or
23 more years to fill these properties and some of these properties such as an office
24 development that maybe had two or three buildings or a senior housing
25 development, under the current development lending practices, they only let you
26 build very small phases one at a time and fill up a building, or fill up senior
27 housing or fill up an office building before they let you build the next one. We
28 don't build... when I worked on Stonegate Apartments which is 500 units, they
29 built it all in one phase and now we would have to build that in four or five phases
30 because banks won't lend.

31
32 So one of the things we need is certainty to bring in the office developer or senior
33 housing developer to know if they were to buy property for three buildings, that
34 they would have this development agreement intact for four or five years which it
35 may take to get three buildings up, filled up and then be able to build the next
36 one and the next one and the process also takes a little while to even build your
37 first building, so we're running now at a little over two, about two and half years to
38 the end and this is the point where it makes it very difficult to market land to office
39 experts and also we know for example restaurants... I would love to bring in
40 another six or seven major restaurants to Moreno Valley as we have done in the
41 past 10 or 12 years. With ten pads, we know we can't do that in the next two and
42 half years, so we're requesting an extension of the development agreement to
43 allow us to try to finish out the project in an orderly manner and bring in the
44 quality tenants that we have in the past. So I'm available for any questions.

45

1 **COMMISSIONER LOWELL** – If you had to guess, about what percent of the
2 land is yet to be developed?

3
4 **APPLICANT LOPER** – I don't have that statistic right in front of me. Over half of
5 Town Gate Square, which is the property where the Winco is located at Day and
6 Eucalyptus, is yet to be developed. The original phase when I did the Winco I
7 think in 2005 or 2006 was I think about 40 percent and we still have three vacant
8 retail pads and we have eight office pads there; seven or eight that are on that
9 property and then we have several pads in the back of Town Gate Center where
10 the TJ Maxx and Home Goods is now. There is at least three pads that are
11 available there. We have the pad on the corner, so I would say of the properties
12 that we asking on the extension it is probably less than 20 percent, but on two
13 properties it is significant number of the Town Gate Center and Town Gate
14 Square.

15
16 **COMMISSIONER LOWELL** – Just for my own inquiry, next to Mimi's Café there
17 is a building that looks that it used to be or intended to be a Red Lobster. Is
18 there anything going into that facility in the near future?

19
20 **APPLICANT LOPER** – That was actually... I had a Red Lobster signed up. I
21 actually have them twice in Moreno Valley signed up and they backed out on me.
22 That particular building was a Johnny Carino's and that was a pad that was sold
23 to the franchisee that owned many restaurants in Southern California. He went
24 bankrupt. It was subsequently transferred to the bank and the last I heard, the
25 bank still owns that. We have attempted in conjunction with the City's Economic
26 Development people for the last five years or six years to try to get someone to
27 come in there and we've talked to a bunch of tenants, just as facilitated, even
28 though we have... there is no economic interest from any of my clients in that
29 piece of property because that was sold off. It's just an eyesore.

30
31 **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR TERELL** – If I
32 could add on... that's property was actually eventually sold by the bank to a
33 restaurateur and he had been working with Staff for several months on a plan.
34 I'm not sure the status of it, but I did notice there was a for sale sign on it
35 recently, so I asked one of my staff to contact them and see what their current
36 intentions are, but they were working on opening a new restaurant in there; the
37 new owner.

38
39 **COMMISSIONER VAN NATTA** – Maybe we can get a nightclub to go in there

40
41 **CHAIR GIBA** – No I wanted Joe's Crab Shack

42
43 **COMMISSIONER BARNES** - I have a question. Do you manage any of the
44 properties or do you guys find a tenant and sell and they build or what is the
45 arrangement in the property within the development agreement?
46

1 **APPLICANT LOPER** – There are two main entities that can control the
2 properties within the agreement; I'm a consultant. I used to work for one of the
3 owners; the Fritz Duda Company was the original developer and the Fritz Duda
4 Company still is involved in the properties on Day Street. They don't own all the
5 parcels; for example Costco and Winco and Lowe's all own their parcels, but they
6 manage the parking lots for those properties. Brickston is a company... actually
7 Fritz Duda also has the BJ's, Outback Steakhouse at the Town Gate Plaza.
8 Brickston owns the Town Gate Center project and they manage that with Home
9 Goods, TJ Maxx and all the way towards Burlington, but they also don't own 100
10 percent of their centers, but they manage the entire parking lot.

11
12 **COMMISSIONER BARNES** – I was just curious because everything that is within
13 the development agreement property is very well maintained and is in great
14 shape so somebody is being very good neighbors.

15
16 **APPLICANT LOPER** - Both of those companies have great reputations for
17 maintaining their assets. The Fritz Duda Company who was my former employer
18 has had that property since it was a race track and there a pride in taking care of
19 their properties, no matter how low the income is with the recession.

20
21 **COMMISSIONER BARNES** – I have to say they've earned some consideration.

22
23 **CHAIR GIBA** – Your current one... we voted on that, I was here that year in
24 November 2011 and I was curious then why it took you twenty years and every
25 time I turn around it's another downturn and another downturn and we've got a
26 bad economy. We are pushing 30 years now in finishing that. I think you just
27 told Mr. Lowell there is like 50 percent that is... is that what you said 50?

28
29 **APPLICANT LOPER** – 50 at Town Gate Square

30
31 **CHAIR GIBA** – 50 at Town Gate Square; that's still has not been done. This
32 particular agreement expires in 2016. Now maybe you guys can help me out
33 with this at the same time. Why would you want to put the extension in now?
34 Are you tacking it on at the end of 2016, so you are not waiting until 2016 or wait
35 for another year or so? You want to get that relief now.

36
37 **APPLICANT LOPER** – We want to extend it now. When we are marketing,
38 neither of the clients that I work for are office developers and a big portion of the
39 land is zoned for office, hotel and senior housing, none of which three they build
40 and when you are marketing to a developer to build those and it is a multi-phase
41 project, they want to know that their development agreement if they were to buy
42 something now, that the development agreement would extend through the
43 period of time they think it is going take to build out. So that is one of the
44 reasons. It puts us at a disadvantage if the agreement is going to expire and we
45 go to a potential developer of office space or potential developer of senior
46 housing and they say well we can't build it out in two years and five months.

1 **CHAIR GIBA** – Okay so in 2011 we approved a five year extension. Could you
2 just enlighten me a little bit because I don't keep track, what have we
3 accomplished from 2011 till now so far?
4

5 **APPLICANT LOPER** – Well in terms of new development since 2011...
6

7 **CHAIR GIBA** - I want to see some movement here
8

9 **APPLICANT LOPER** – No, no I understand. I mean 24 Hour Fitness is being
10 built right now. It is not open yet. Miguel's Jr. was brought in to develop. We re-
11 tenanted the vacant Ralph's into a Home Goods and TJ Maxx. We re-tenanted
12 the vacant movie theater which was Ultra Star into Regency and we were very hit
13 when the mall's theater opened. We re-tenanted the old Staples which moved to
14 Riverside over to the other side of Day Street to Ulta and Bev Mo. We re-
15 tenanted the Circuit City... we've actually re-tenanted two Circuit City's. One of
16 them was a Circuit City over in (?). I think that was done right around 08 when
17 they went bankrupt and it went to 99 Cent only. The Circuit City owned that
18 building so we didn't control that, but that was done on the property and then the
19 new Fitness Center; Planet Fitness is opened in the old Circuit City in Town Gate
20 Center. So all of those things have been done since 2008.
21

22 **CHAIR GIBA** – You've been busy trying to re-fill what left rather than put in new
23 pads or anything on the existing pads of any kind.
24

25 **APPLICANT LOPER** – Well yes, yeah. Miguel's and the 24 Hour Fitness are the
26 two new deals. We've had several restaurant deals that we've tried to do that
27 have fallen apart. There is the one in the Farmer's Merchants Bank Building; the
28 old Johnny Carino's. We were not expecting to have to re-tenant an entire
29 shopping center and we were hoping that there would be enough demand for
30 new construction and when there is a recession, rents go way down and rents
31 haven't come back up really well to afford new construction of a lot of new large
32 box retail. Office rents; all of the Inland Empire are not very good. You can't
33 afford to build a building that office rents now because office vacancies in the
34 Inland Empire are very high.
35

36 **CHAIR GIBA** – Any more questions ladies and gentlemen? Okay then thank you
37 very much, I appreciate that. We'll open this up to public testimony. Do we have
38 anybody on that? Nobody there; no speakers, so it's open and closed. Alright so
39 any discussion?
40

41 **COMMISSIONER LOWELL** – On a point of clarity, all we're doing is just tacking
42 on another five years onto the expiration day. We're not changing anything.
43 We're just giving another five years past 2016.
44

45 **INTERIM PLANNING OFFICIAL ORMSBY** – That's correct
46

1 **CHAIR GIBA** – What would happen to their... I've always been curious about it.
2 I think I even asked this question three years ago. What would happen if we said
3 no? In other words you're telling me there is no we in that question. What do
4 you mean "we"? But out of personal curiosity what would happen to your
5 property; your development agreement; the future of what you doing up in that
6 area if for instance this Commission was to say nah, we've given you enough
7 time to get to 2016, solve it or walk. No I'm just trying to be honest here, kind of
8 straight forward about it. I mean we've been at this almost 30 years and you may
9 be bit off more than you can chew or something. I don't know what the problem
10 was but...no don't move anything yet. I was talking to you. You can come back
11 up. I'm curious and I'm sure there is probably more than one or two people who
12 are curious.

13
14 **APPLICANT LOPER** – Well the development agreement does several things. It
15 provides certainty. If there is uncertainty and we can't find another developer to
16 build an office project because they realize the development agreement isn't
17 going to extend and they don't know what's going to happen, they might not want
18 to invest in the first building because they don't know if the second and third
19 phase the zoning is going to change or the Specific Plan would change or
20 something and anytime you have uncertainty as an investor, an investor makes a
21 decision to go into a hundred different communities in Southern California and if
22 they can go to a community where there is certainty, then they won't invest in the
23 City of Moreno Valley.

24
25 **CHAIR GIBA** – So what you are telling us then is as long as there is certainty,
26 Moreno Valley has hope for you continuing to build this area out.

27
28 **APPLICANT LOPER** – It is one of the factors. There are lots of different factors
29 that come into the equation, but investors have lots of choices in this current
30 market to invest in.

31
32 **VICE CHAIR SIMS** – And I guess my only other two cents is when a project of
33 this magnitude as development agreement in place gives the certainty for the
34 investors. If this is to go away then it is going to be a burden on the City because
35 there is less certainty for development, so the property will probably lay fallow
36 longer and then as properties do come in the absence of a development
37 agreement, then they will have to be on a case by case basis, which will make it
38 a... you'll have greater uncertainty for the consistency and the development
39 because then it will be a case by case rather than under a full development
40 agreement.

41
42 **CHAIR GIBA** – I got it. I get it. I just hope that those who are watching at times.
43 We have people who say you know sit on the other side of the coin and you want
44 to answer those questions to make them comfortable. Did you have a question?
45 I'm sorry. So, thank you very much. I appreciate it. I wasn't trying to be mean or

1 rude, I was just trying to make my case solid. Yes, Tom, I'll let you speak one
2 more time before we move, because we've got one other thing to get to.

3
4 **SPEAKER JERELE** – Thank you again Chair Giba and Commissioners and Staff
5 and the public. The reason I raised my hand was you know we had a big boom
6 cycle from 84 to 90 and it cut off sharp in 90 and you know it really crashed and it
7 was right about the time when the mall came on line and Town Gate came on
8 line and a lot of this commercial... We had a Council in the early days which was
9 give us all the commercial, but they made it so hard on some of them and John
10 can probably testify to this, he remembers. I call it the bad old days. I mean it
11 was so hard to get projects through. I remember a man walking out of the
12 Planning Department with a roll of plans that big and it was for a housing project
13 and that was no unusual in those days. You see it in industrial and stuff, but it I
14 mean in those days an average tract would be about that big around or three or
15 four inches and he just threw them in the trash can and said I'm out of here. I
16 don't even want to deal with this City anymore and that was coming from the top
17 down and I remember one of the Council people saying make it so hard on them
18 till they scream. Well okay they screamed and they left. I still run into people in
19 Orange County this day and they say are you guys still doing you know the nutsy
20 stuff that was going and I said it has smoothed out a lot, but those reputations
21 linger and it wasn't until Paul Gill came in and he had the nerve to go up to the
22 Council and he said look you approved all this commercial, who do you think is
23 going to shop in there without the rooftops and so we got so far behind at that
24 time and you know our 1990's recession lasted into 2000. It was ten years out
25 here, meanwhile Temecula, Riverside and Corona, they all picked up. We were
26 the last one in the game, so we had a very, very long lag time and it retarded the
27 whole cycle here for everybody, so I just wanted to add that and how important
28 decisions are and the image that gets out to the business community, because
29 that stigma will stay for a long time; you know decades.

30
31 **CHAIR GIBA** – Thank you Tom. I appreciate it very much. A motion?

32
33 **COMMISSIONER LOWELL** – Oh it's our turn?

34
35 **CHAIR GIBA** – I haven't talked that much this evening.

36
37 **COMMISSIONER LOWELL** – I motion to **APPROVE** Resolution No. 2014-19
38 and thereby **RECOMMEND** that the City Council;

- 39
40 1. **RECOGNIZE** that the Development Agreement Amendment will not have
41 the potential for any direct or indirect impacts under CEQA and is
42 therefore exempt under Section 15061 of the CEQA Guidelines; and,
43
44 2. **APPROVE** Amendment 4 of the Development Agreement (P13-138)
45 based on the findings contained in the attached resolution, attachment 2.
46

1 **COMMISSIONER BAKER** – Second

2
3 **CHAIR GIBA** – A motion and second. Let’s do a roll

4
5 **COMMISSIONER RAMIREZ** – Aye

6
7 **COMMISSIONER BARNES** – Yes

8
9 **COMMISSIONER BAKER** - Yes

10
11 **COMMISSIONER LOWELL** – Yes

12
13 **COMMISSIONER VAN NATTA** – Yes

14
15 **VICE CHAIR SIMS** – Yes

16
17 **CHAIR GIBA** – Yes

18
19 **CHAIR GIBA** – Alright that was seven yes and no no’s and staff wrap up on that
20 one.

21
22 **INTERIM PLANNING OFFICIAL ORMSBY** – The item will be forwarded to the
23 City Council for review and consideration.

24
25
26 **OTHER BUSINESS**

27
28 **1. Discussion of PC Rules and Procedures**

29
30 **CHAIR GIBA** – One more item on the Agenda; discussion of PC Rules and
31 Procedures. Do you folks want to go over that or did you want to save it for next
32 time because it’s late. How would you like to handle that? It is good reading,
33 but there is some information in there you might want to have clarified. That’s
34 why it was put on the Agenda. Can we put that on the Agenda for next month?

35
36 **COMMISSIONER BARNES** – I think it is better that actually everybody read it;
37 seriously and then come back and discuss it.

38
39 **CHAIR GIBA** – So can we put that on the Agenda for next month then?

40
41 **INTERIM PLANNING OFFICIAL ORMSBY** – That would be fine.

1 **STAFF COMMENTS**

2
3 **INTERIM PLANNING OFFICIAL ORMSBY** – And the next meeting will be July
4 24th. It’s a much lighter Agenda, so there will be more time to discuss this.

5
6 **CHAIR GIBA** – The reason I was bringing that up for to get through tonight
7 because there were a couple of items that we did not do we should have done.
8 First of all we were supposed to have voted for a new Chair in April and not in
9 May and there was also supposed to be a July discussion on those topics with a
10 small committee if we choose to do that, so by the end of July we’ll be talking
11 about it, so I just want to make that clear that that’s part of that document that we
12 hadn’t been following.

13
14
15 **ADJOURNMENT**

16
17 **CHAIR GIBA** – So if everybody is in harmony with this, could I have a motion to
18 adjourn?

19
20 **COMMISSIONER LOWELL** – I motion to adjourn

21
22 **CHAIR VAN NATTA** – I second.

23
24 **COMMISSIONER BARNES** – Third

25
26 **CHAIR GIBA** – And we are adjourned.

27
28
29
30
31
32 _____
33 Chris Ormsby
34 Interim Planning Official

Date

35
36
37
38
39
40 _____
41 Jeffrey Giba
42 Chair

Date

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: PA13-0068 (Change of Zone) and PA13-0069 (General Plan Amendment)
PROJECT APPLICANT: Perris at Pentecostal LLC (Representative: Jeff Weber) TELEPHONE NUMBER: (949) 254-0135
PROJECT LOCATION: Southwest Corner of Perris Boulevard & Santiago Drive and North of Iris Avenue (APN(s): 485-220-019, 485-220-026, and 485-220-027)
PROJECT DESCRIPTION: General Plan Amendment changing the land use from Commercial (C) to R30 (Residential 30), and a Change of Zone from Neighborhood Commercial (NC) to R30 (Residential 30). The Mixed Use Districts Overlay will also be expanded to include these three parcels as Mixed-Use Neighborhood (MUN).

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 (Monday through Thursday and 7:30 a.m. to 1:30 p.m. on the second and fourth Friday of the month) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

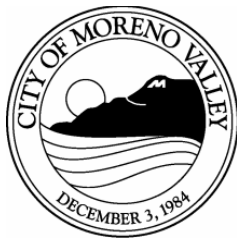
PREPARED BY: Claudia Manrique, Associate Planner	DATE: June 16, 2014
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NOTICE

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: PA13-0068 (Change of Zone) and PA13-0069 (General Plan Amendment)
2. Lead Agency Name and Address: City of Moreno Valley
14177 Frederick Street
Moreno Valley CA 92552
3. Contact Person and Phone Number: Claudia Manrique, Associate Planner
951-413-3225
4. Project Location: SWC of Perris Blvd & Santiago Dr.
5. Project Sponsor's Name and Address: Jeff Weber
19600 Von Karman Avenue, Suite 400
Irvine, CA 92612
6. General Plan Designation: Commercial (C) to Residential 30 (R30)
7. Zoning: Neighborhood Commercial (NC) to Residential 30 (R30)
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 proposed project is located at the southwest corner of Perris Boulevard & Santiago Drive, south of Iris Avenue and includes two applications: a General Plan Amendment and Change of Zone. The General Plan Amendment proposes to change the land use designation from Commercial (C) to R30 (maximum 30 dwelling units per acre). The proposed Change of Zone will change the zoning district from Neighborhood Commercial (NC) to R30 (maximum of 30 dwelling units per acre) for 2.68 acres.

The proposed project will also modify the Mixed Use Districts Overlay by adding the 2.68 acres of Residential 30 (R30) into the Mixed-Use Neighborhood (MUN) Overlay District. The MUN District applies to areas along arterials and minor arterials. The intent is to provide an area for low-rise mixed-use development that serves the needs of residents, visitors, and employees from the surrounding immediate neighborhood. Development is allowed up to three stories in height with building frontages near or at the sidewalk, wide sidewalks, and parking under or behind buildings. Vertical mixed-use development (ground-floor retail with offices or housing above) is required at important street intersections. The MUN District allows for a residential density of 30 units per acre.

The proposed designations will be consistent with current designations of the approximately 37 acres west of the site. There is no proposal to develop the site at this time.

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

The surrounding land uses include vacant properties zoned Residential 30 (R30) directly west, northwest and southwest across from the project site. The south is a developed commercial property with a Home Depot and Farmer Boys Restaurant zoned Community Commercial (CC). The property to the north of the site is also zoned Community Commercial (CC) with a proposed 185,761 square foot Walmart (PA13-0032). To the south east, across Perris Boulevard, are two developed commercial centers that are both zoned Community Commercial (CC). There is a residential tract east of the site (TR 15433) and the City's Maintenance & Operations -City Yard to the northeast.

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

None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(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		Hazards & Hazardous Materials		Public Services
	Agricultural Resources		Hydrology/Water Quality		Recreation
	Air Quality		Land Use/Planning		Transportation/Traffic
	Biological Resources		Mineral Resources		Utilities/Service Systems
	Cultural Resources		Noise		Mandatory Findings of Significance
	Geology/Soils		Population/Housing		

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

Claudia Manrique, Associate Planner

Printed Name

For

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Potentially Significant Unless Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, “Earlier Analysis,” 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
--	--------------------------------	--	------------------------------	-----------

I. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X

a through d. There is no development proposed for the parcels (APNs: 485-220-019,026,027) as of yet. However, all new development will proceed in compliance with the City development standards, which include site plan review, design review, and other plan checks to ensure that an adverse effect does not take place. The City encourages development designs that provide appropriate transition and buffer between the individual development and any adjoining residential uses, including appropriate stepping down of building heights, building configurations, and architectural characteristics and treatments; and are visually attractive and enhance the image of the area, and include appropriate landscaping and open space treatments that will be maintained throughout the life of the individual development. No significant impact will result.

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
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The site is not designated as prime farmland on current maps. The project site is designated as “Other Land” on the 2010 current map, which is defined as “Not included in any other mapping category, low density rural development, brush, timber, wetland and riparian, not suitable for livestock or grazing, vacant/non-agricultural land surrounded on all sides by urban development.”

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
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There is no existing surrounding agricultural use, or sites under Williamson Act contract.

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
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There is no immediate surrounding agricultural use. The proposed land use changes will not involve any changes to the existing environment that could result in the conversion of farmland or forest land to other uses. No impact will result.

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
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.				X
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
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X

a through e. The proposed General Plan Amendment and Change of Zone will not conflict nor obstruct the implementation of the South Coast Air Quality Management Plan (AQMP). A project is considered to comply with the AQMP if it is consistent with the growth assumptions of the AQMP. The AQMP assumes development throughout the region will occur as outlined in the Southern California Association of Governments (SCAG) Regional Comprehensive Plan and Guide. Since the project related trips for a multiple-family development are projected to be lower compared to development under existing designations, a negligible net decrease in pollutants would be expected. No adverse impact will result.

IV. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project site is comprised of three individual parcels totaling 2.68 acres at the SWC of Perris Boulevard & Santiago Drive. Most of the site is currently vacant and is not an area that the Multi-Species Habitat Conservation Plan (MSHCP) has identified as having the potential for burrowing owl habitat. The project site has been disturbed in the past through disking for weed abatement and illegal dumping. The proposed land use changes will not involve any changes to the existing environment that could result in the significant impacts to fish and wildlife resources. The potential impacts from site disturbance would be similar under the proposed designations.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
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There is no major riparian habitat or other sensitive community on the site (field review June 4, 2014). The site is free from standing water or condensed riparian vegetation that could warrant a habitat area for sensitive or endangered species. It is not anticipated that the proposed land use changes would have a substantial adverse effect on existing land use condition on the site. No impact will result.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
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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. The site has been previously graded. There are no federally protected wetland areas such as marsh or vernal pools evident at the site. It is not anticipated that the proposed land use changes would have a substantial adverse effect on existing land use condition on the site. No impact will result.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
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The 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
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The proposed project will not conflict with any General Plan or local policy pertaining to the protection of biological resources.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X
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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. The proposal will not be in conflict with the MSHCP.

V. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
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b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?				X
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c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
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(a. through c.) Based on the review of the Cultural Resources Inventory for the City of Moreno Valley, there are no known archaeological resources on the site. There are no known paleontological or unique geological features on the site.

d) Disturb any human remains, including those interred outside of formal cemeteries?				X
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There is no known location of archaeological resources or human remains on the site. The standard condition of approval would require the work on the project to be terminated in the event that human remains are found on the site.

VI. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Based on 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.

(ii) Strong seismic ground shaking?			X	
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Moreno Valley is located in Southern California, which is subject to strong periodic seismic ground shaking due to local and regional geologic characteristics. The nearest fault is the San Jacinto fault system, which is located approximately 8-miles to the northeast. The inferred Casa Loma fault system is approximately 10-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 more than 25 miles from the site. The active Sierra Madre and San Gabriel fault zones are roughly 35 and 40 miles respectively to the northwest of the site. The active Elsinore and Newport-Inglewood fault zones are approximately 20 and 45 miles, respectively, to the southwest of the site. Compliance with the Uniform Building Code Seismic Zone 4 requirements will ensure that any future development provides adequate seismic safety. The City's plan check and inspection procedures will ensure that individual buildings are improved and constructed according to existing standards.

(iii) Seismic-related ground failure, including liquefaction?				X
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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
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This site is not near or adjacent to mountainside areas. There is no potentially significant impact from landslides.

(b) Result in substantial soil erosion or the loss of topsoil?				X
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The future development of the site could result in the reduction of topsoil with the placement of buildings, hardscape and landscape areas. There is no proposed development with this project; there are changes in existing land use only.

(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
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(d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
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(c. and d.) The geologic unit or soil is not known to be unstable based on current resources. The site will not be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code. There is no proposed development with this project; there are changes in existing land use only.

(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
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Eastern Municipal Water District provides sewer service for this area.

VII. GREENHOUSE GAS EMISSIONS. Would this project?

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
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b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X
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(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
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b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				X
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c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
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(a. through c.) The project is a General Plan and Change of Zone, which proposes to change the existing land use of approximately 2.68 acres. No 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				X
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Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The nearest airport is the March Air Reserve Base located to the southwest. The distance to the runway is approximately 4-mile. 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 areas designated for change are served by an existing public street (Perris Blvd), and the future development will not block access to Perris Blvd. No adverse effect on emergency evacuation or emergency evacuation plans is anticipated, as new development will implement evacuation and emergency response plans, as required. All future developments will comply with all pertinent Building, Fire, and Safety Codes, and individual project plans will be reviewed by the City's Public Services Department (Police and Fire). Therefore, the project will not impair implementation nor physically interfere with any adopted emergency response or evacuation plans. No adverse impact will result.				
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
There are no wildland fire hazard areas within or near the project site. No impact will result.				
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
A project specific Water Quality Management Plan will be required for any development of the project site to address pollutants of concern which include nutrients, oxygen demanding substances, and pathogens (bacteria and viruses). Future development would also need to comply with all permits and development guidelines associated with urban water runoff and discharge set forth by the City of Moreno Valley and Regional Water Quality Control Board. There is no development proposed with this project.				
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
Water use associated with the accommodation of new development is not expected to result in substantially increased water ground pumping, as the source of water for Moreno Valley is Eastern Municipal Water District (EMWD). Water supplies are adequate to serve any future development of the project site. Although the project would cover a majority of the site with impervious surfaces, the landscape areas will provide a means for ground water recharge. Also, each potential future development will include all mandated water-saving features, including water-efficient faucets and toilets. Therefore, there is no impact.				
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
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
(c and d) The proposed project site is currently vacant and is in a disturbed state. The project would not substantially alter the existing drainage pattern or the site or alter a course of a stream or river. No blue line stream or river exists on the proposed site. Runoff patterns will not be altered to the result of 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

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?				X
(e. and f.) As discussed under items “a” through “d” above, the project will not result in increasing existing stormwater flows or substantially affect water quality ; no impacts will result in changing the land use of the project site.				
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
j) Inundation by seiche, tsunami, or mudflow?				X
g. through j. The proposed project site is located outside of the 500-year flood zone within a Federal Emergency Management Agency Zone “X” area. There is no evidence of concentrated drainage on the site. The project will not place housing within a 100-year floodplain. 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 proposed site’s runoff drains to the City of Moreno Valley’s existing engineered and hardened storm drain line. Storm water will convey until it ultimately reaches Lake Elsinore. 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 proposed project, 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
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
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
a. through c. The City is developed with a range of residential, commercial, and industrial uses. Any future development will take place within areas designated residential and mixed uses in compliance with existing requirements and regulations; no community will be physically divided. No habitat conservation plan will be in conflict as this project does not include any development. When the property is developed, the applicant is responsible for paying the Multiple Species Habitat Conservation Plan (MSHCP) fee. No impacts will result.				
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
The project site is in an urbanized area with additional development occurring in the vicinity. No active mines, mineral recovery programs or mineral deposits are currently active within the project site or noted within the General Plan. Consequently, the development of the project site would not conflict with a mineral recovery plan as adopted by the General Plan.				
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
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
a. through c. The areas designated as residential and mixed uses currently generate noise related to traffic and day-to-day activities of the existing commercial and residential development. The future development of the parcels to accommodate residential and mixed uses is not anticipated to substantially change the existing ambient noise level. In addition, each future individual development will implement all required noise attenuation measures in design and construction and comply with the City noise regulations. With the required compliance, no significant impact will result.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
During construction, there will be limited impact of noise from construction equipment. The Public Works Department has a standard condition of approval regarding the public nuisance aspect of the construction activities. The construction operations including building related activities and deliveries shall be restricted to Monday through Friday from 6:00AM to 8:00PM, excluding holidays, and from 7:00AM to 8:00PM on weekends and holidays, in accordance with City Municipal Code 8.14.040, unless otherwise extended or shortened by the City Engineer or Building Official. There is no development proposed at this time.				
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 is not within an airport lands use plan and there are no public airports in or adjacent to the City of Moreno Valley. March Air Reserve Base is located to the west of the proposed project. The project would not expose people residing or working in the project area to excessive noise levels.				
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 are no private air strips within the vicinity of the project or in the City of Moreno Valley. The area is proposed for residential and mixed uses. No impact will result.				
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 implementation of the project will not create additional regional growth beyond that already considered in the General Plan. Due to its relatively small size on a regional scale, the project and its 2.68 acres, does not have the potential to induce substantial population, housing or employment within the SCAG region. The 6-county SCAG region is forecast to increase the number of the housing units by approximately 1.5 million and the population by 4.3 million new residents in the 2008-2035 planning period. The project is consistent with SCAG's policies of focusing new development within urban areas, encouraging infill development, and re-using previously developed land, and does not represent a significant share of regional projections.				
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 housing on the site. The site is currently vacant.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There are no existing residences on the site; therefore the project will not displace any existing population of housing. The site is vacant land.				
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?			X	
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. Environmental review has already been done for the proposed library as part of the future city hall complex. The demand for schools and parks would be slightly increased with approval of the 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?				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
a. and b. Approval of the project will not induce substantial new population growth that will require the construction of new parks or recreational facilities that might have an adverse physical effect on the environment. With collection of park fees from all future development in compliance with existing requirements, the effects of the additional population demand for these facilities will be reduced and no significant impact will result.				
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
The project 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 commercial to residential and mixed use. 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 being conditioned to pay standard development impact fees (DIF) and Transportation Uniform Mitigation Fees (TUMF).				
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
The project proposes to change the land use designation from Commercial to Multi-family Residential (R30). If the land use designation is changed as requested, then project related trips are projected to decrease by 466 daily trips. It was assumed that 30 apartment units would be developed with the land use change. This would result in 200 daily trips.				
Capacity analyses performed for the land use change under General Plan Build-out conditions showed adequate capacity along Perris Boulevard with a satisfactory level of service. Intersection analyses for Perris Boulevard at Santiago Drive showed a need for a traffic signal. A traffic signal at Perris Boulevard and Santiago Drive will be a condition of approval with a future project development.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result 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) Result in inadequate parking capacity?				X
Future development is required to address adequate on-site parking based on the City's Municipal Code.				
g) Conflict with adopted policies or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the 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.				
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				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 project does not include any development and 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
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The project will not exceed waste water 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
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There is no proposed development with this project. Future development will provide all necessary drainage improvements and will implement Best Management Practices (BMPs) in compliance with NPDES requirements. The drainage improvements are subject to the City's standard development review and permit process, including plan checks and inspections. The City's Building, Planning, and Engineering Departments oversee compliance with NPDES standards. Mandatory compliance with these existing regulations will ensure that impact will be less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
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Future development will be served by Eastern Municipal Water District (EMWD) and will include mandated water-saving features, including water-efficient faucets, and toilets. In compliance with existing standard development requirements, developers will pay hook-up fees to connect to the water distribution system and will improve and/or expand the existing on-site pipe systems as needed for internal distribution and connections to Eastern Municipal Water District (EMWD)'s main lines. The review of project plans for these pipe systems is part of the City's standard development review and approval procedures. Mandatory compliance with these existing regulations will ensure that impact will be less than significant.

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
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EMWD, the wastewater treatment provider has adequate capacity to serve the project in addition to the provider's existing commitments. EMWD has plans for major expansions of the Moreno Water Reclamation Facility per the EIR for the City's General Plan update. The review of project plans for these pipe systems is part of the City's standard development review and approval procedures. Mandatory compliance with these existing regulations will ensure that impact will be less than significant.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
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The needs of the project for solid waste capacity would be negligible. The proposed project is expected to result in the use of utilities similar to the industrial uses in the vicinity. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs per the City's EIR completed for the General Plan update.

g) Comply with federal, state, and local statues and regulations related to solid waste?				X
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The City is complying with State and Federal regulation regarding solid waste. All future projects will comply with 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, substantially reduce the number or restrict the range of an endangered, rare or threatened plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
--	--	--	--	---

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 the past			X	
---	--	--	---	--

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

projects, the effects of other current projects, and the effects of probable future projects)?				
--	--	--	--	--

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. Accommodation of new development within areas designated for residential and mixed uses are well-served by public transit and can potentially reduce vehicle miles travelled, associated air pollutant emissions, and other environmental impacts, and together with the mandatory compliance with existing regulations and requirements, including the identified City requirements and measures applicable to all developments within these areas, no significant cumulative effect is anticipated.

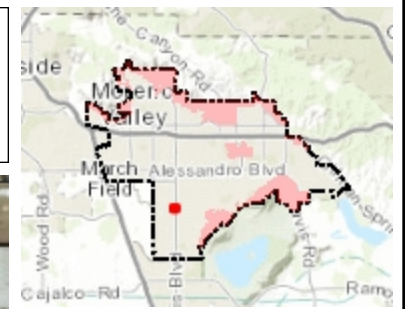
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X
---	--	--	--	---

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.

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PA13-0068 & PA13-0069 Aerial Photograph



Legend

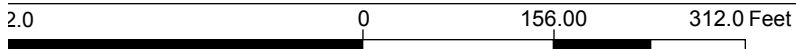
Parcels

Notes

Assessor's Parcel Numbers
485-220-019, 485-220-026, and
485-220-027

-457-

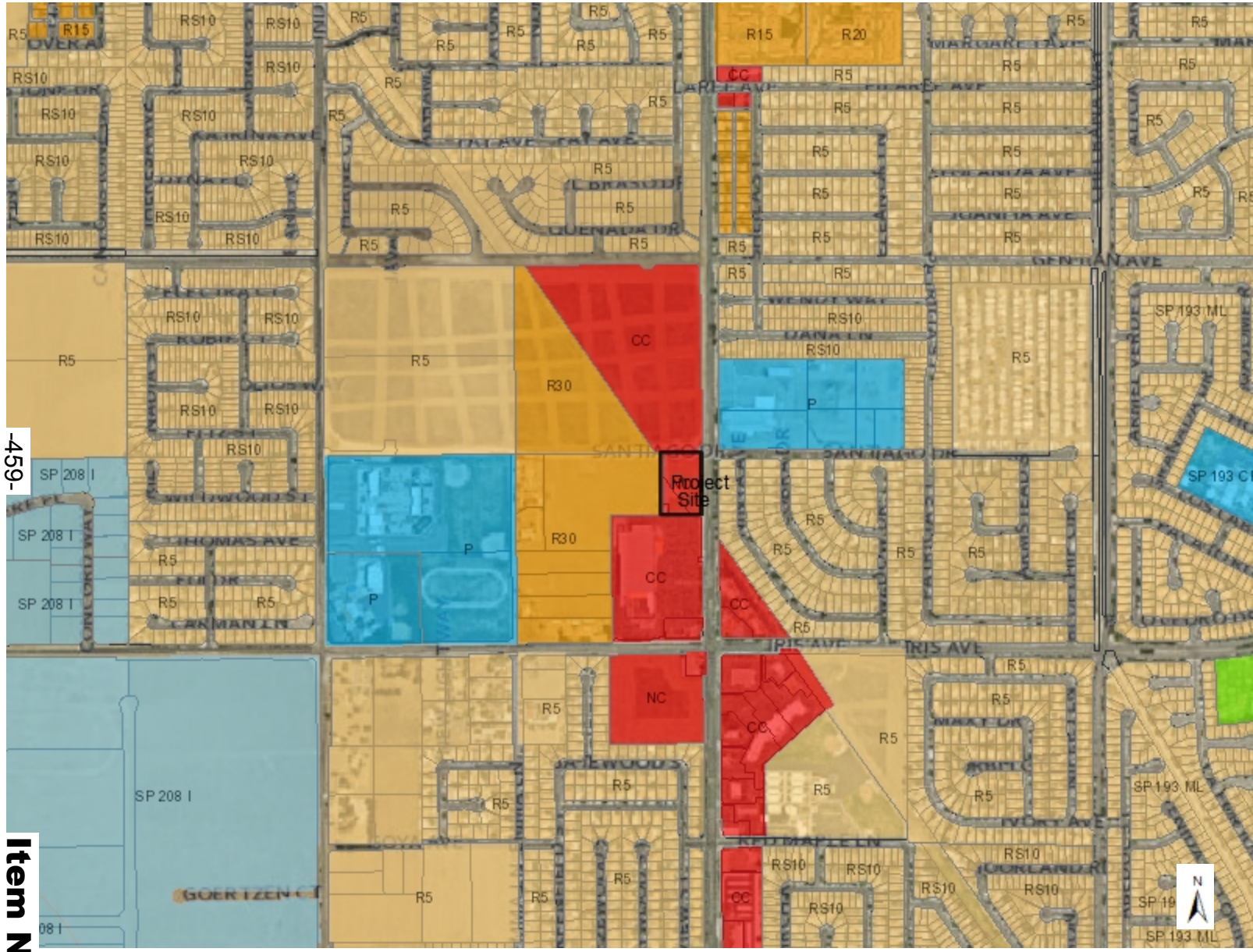
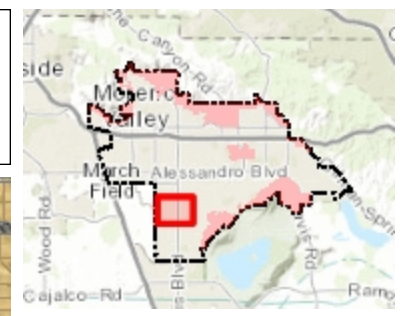
Item No. E.1



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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PA13-0068 & PA13-0069 Existing Land Use



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

Parcels

-459-

Item No. E.1



S_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 6/9/2014

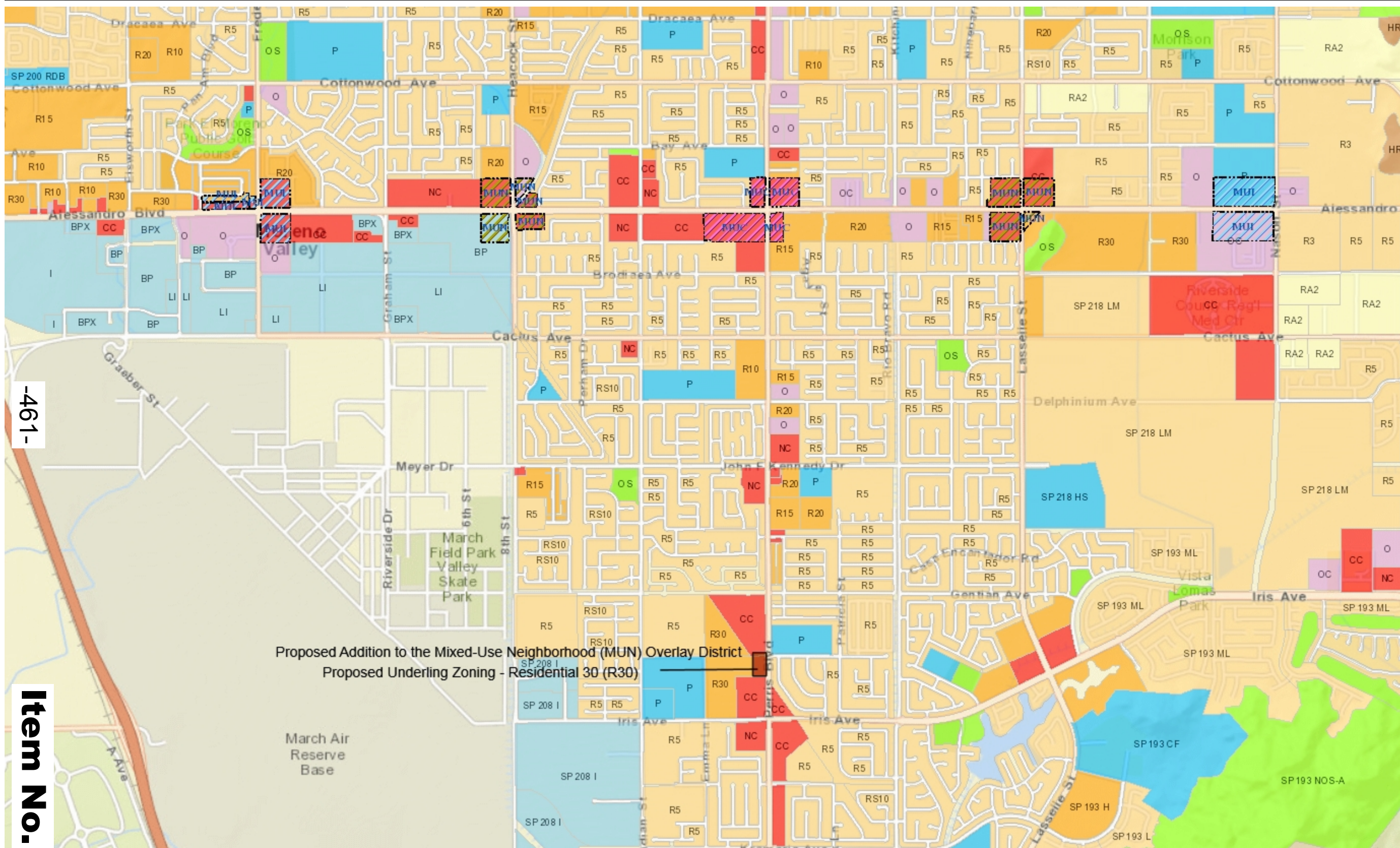
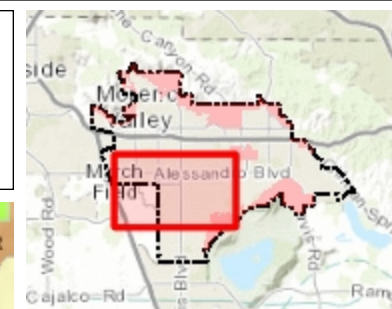
DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and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

Notes
The project site is currently zoned Neighborhood Commercial (NC) and will be rezoned to Residential 30 (R30)

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PA13-0068 & PA13-0069 Mixed Use Districts Overlay



Legend

Mixed Use District

- MUC
- MUI
- MUN

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

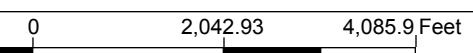
-461-

Item No. E.1

Proposed Addition to the Mixed-Use Neighborhood (MUN) Overlay District
Proposed Underlying Zoning - Residential 30 (R30)

March Air Reserve Base

March Field Park
Valley Skate Park



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.

Notes
The project will expand the Mixed-Use Overlay District with three parcels added into the Mixed-Use Neighborhood (MUN) District.

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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: September 23, 2014

TITLE: PUBLIC MEETING 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

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Accept public comments 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.

SUMMARY

The action to introduce the acceptance of 3 parcels into the City's NPDES program only affects 2 property owners, not the general citizens or taxpayers of the City. The public meeting is intended to publicly discuss the action for transparency to the property owners and the public prior to conducting the election of the property owners at a subsequent meeting. This step is required by current state law.

The property owners of APNs 481-250-002 and 481-250-003 (Habitat for Humanity Riverside, Inc.) and APN 479-020-050 (TS Marketplace) have chosen to satisfy their Conditions of Approval to help support the NPDES program by approving the annual NPDES rate to be collected on the Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES rates collected from property owners support the

current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Storm Water Management program. Mail ballot proceedings are being conducted in compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to the property owners for approval. The property owners being balloted are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on September 23, 2014 and the Public Hearing on October 14, 2014, when the results of the ballot proceedings will be announced.

The action before the City Council is to accept public comments regarding the mail ballot proceedings for APNs 481-250-002 and 481-250-003, and APN 479-020-050, which will satisfy Proposition 218 state statutes for providing public comment.

DISCUSSION

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, conditions new development projects to participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial regulatory rate on January 10, 2006.

New development projects are subject to the current NPDES Permit requirements for storm water management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. With funding support provided by the NPDES commercial rate, the City annually inspects site design, source and treatment control Best Management Practices, monitors maintenance records for those on-site facilities, and performs annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. The City of Moreno Valley provides the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and performs inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements with funding provided by the NPDES residential rate.

Habitat for Humanity Riverside, Inc., property owner of APNs 481-250-002 and 481-250-003 and TS Marketplace, property owner of APN 479-020-050, (the "Property Owners") have chosen to satisfy their Conditions of Approval to help support the NPDES program by approving the annual NPDES rate to be collected on the Riverside County property tax bill or as a monthly charge on a utility bill. Mail ballot proceedings are being conducted in compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to the Property Owners for approval. The Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on

September 23, 2014 and the Public Hearing on October 14, 2014, when the results of the ballot proceedings will be announced.

Approval of the NPDES rates fulfills their Conditions of Approval. Provided the mail ballot is approved, the City will be authorized to annually levy the NPDES maximum residential regulatory rate to APNs 481-250-002 and 481-250-003 and the NPDES maximum commercial regulatory rate to APN 479-020-050 on the Riverside County property tax bill or as a monthly charge on a utility bill.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum regulatory rates. *By accepting public comments, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum regulatory rates. *This alternative would prohibit the Property Owners from satisfying their Conditions of Approval utilizing this funding mechanism and would delay the release for certificate of occupancy for these projects. This alternative would also be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again and cause additional costs to be incurred for re-noticing.*
3. **Do not accept public comments** regarding the mail ballot proceedings for the Property Owners for approval of the NPDES maximum regulatory rates at this time but reschedule them to a date certain, at a regular City Council meeting. *This alternative would require the 45-day noticing period to start over and cause additional costs to be incurred for re-noticing. Rescheduling the public meeting may also delay the release for certificate of occupancy for the projects being balloted.*

FISCAL IMPACT

For fiscal year (FY) 2014/15, the NPDES maximum annual regulatory rate for residential properties is \$300.14 per parcel and the NPDES maximum annual regulatory rate for commercial properties is \$226.01 per parcel. Beginning FY 2015/16, the maximum regulatory rates will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the NPDES rates are restricted for use only within the Storm Water Management program.**

CITY COUNCIL GOALS

Advocacy

Management of the storm water will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Revenue Diversification and Preservation

The NPDES maximum regulatory rates provide funding for program costs, which include maintenance and administration.

NOTIFICATION

The Property Owners were given the required 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, NPDES ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachments 1 and 2)

Newspaper advertising for the September 23, 2014 Public Meeting and October 14, 2014 Public Hearing was published in The Press-Enterprise on September 4, 2014. Additionally, the Public Hearing notification will be published on September 25 and again on October 2, 2014.

ATTACHMENTS

1. Mail Ballot Packet for TM 36598 (APNs 481-250-002 and 481-250-003)
2. Mail Ballot Packet for TS Marketplace (APN 479-020-050)

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

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

TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

Habitat for Humanity Riverside, Inc.
 Attention: Kathy Michalak
 2180 Iowa Ave.
 Riverside, CA 92507

August 28, 2014

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM RESIDENTIAL REGULATORY RATE FOR APNS 481-250-002 AND 481-250-003

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Numbers (APNs) 481-250-002 and 481-250-003 the opportunity to express support for or opposition to the approval of the NPDES Maximum Residential Regulatory Rate and services. Approval of the NPDES Maximum Residential Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in storm water runoff from all development types. NPDES Maximum Residential Regulatory Rate provides financial support for monitoring, maintaining, and if necessary, improving the storm water discharge system, and performing inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2014/15, the NPDES Maximum Residential Regulatory Rate is \$300.14 per parcel. The total amount of the NPDES rates levied for FY 2014/15 for the program as a whole was \$439,115.06.

Annual Adjustment

Beginning in FY 2015/16, the NPDES Maximum Residential Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Residential Regulatory Rate, the annual levy amount will be assessed to APNs 481-250-002 and 481-250-003 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Residential Regulatory Rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, September 23, 2014 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, October 14, 2014 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Approval of the Charge is Approved

Approval of the NPDES Maximum Residential Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Residential Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Approval of the Charge is Not Approved

Not approving the NPDES Maximum Residential Regulatory Rate to meet federally mandated NPDES Permit requirements may result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a

Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and the annual rate. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, October 14, 2014**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;
- A completely shaded or filled mark substantially inside a box;
- A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

RESIDENTIAL NPDES RATE SCHEDULE
 Adopted by the City Council on June 10, 2003 (Level I, II, III, IV)
 Adopted by the City Council on June 10, 2008 (Level II-A)

LEVEL 1		LEVEL II		Level II-A		LEVEL III		LEVEL IV			
NPDES Administration (Not covered by CSA 152)	Water Quality Pond/Basin Maintenance	Water Quality Pond/Basin Maintenance	Sand Filter Maintenance	Water Quality Pond/Basin Remediation/Reconstruction	Water Quality System Retrofit	Proposed Parcel Rate	Per/Yr.	Proposed Parcel Rate	Per/Yr.		
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.	Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.	Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.	Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.	Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.		\$2.50	\$30.00	\$2.50	\$30.00	\$9.64	\$115.68
Level I is levied on all parcels conditioned for the NPDES Rate Schedule.	Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.	Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.				\$4.75	\$57.00	\$4.24	\$50.88		

Each Service Level may be imposed on an as-needed basis and cumulative (if required)

Fiscal Year (FY) 2003/2004 - Base Year Calculation, subject to inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index

Inflation Factor Adjustments:

- 2004/2005 - 1.8% = (\$31.00, \$8.00, \$2.00 & 118.00)
- 2005/2006 - 4.4% = (\$32.00, \$1.00, \$4.00 & 123.00)
- 2006/2007 - 4.5% = (\$33.00, \$4.00, \$6.00, & 128.00)
- 2007/2008 - 3.1% = (\$34.00, \$6.00, \$8.00, & 132.00)
- 2008/2009 - 4.2% = (\$35.00, \$9.00, \$31.00, \$60.00, \$138.00)
- 2009/2010 - no change = (\$35.00, \$9.00, \$31.00, \$60.00, \$138.00)
- 2010/2011 - no change = (\$35.00, \$9.00, \$31.00, \$60.00, \$138.00)
- 2011/2012 - 3.8% = (\$36.00, \$7.00, \$32.00, \$62.00, \$143.00)
- 2012/2013 - 2.7% = (\$37.00, \$7.00, \$33.00, \$64.00, \$147.00)
- 2013/2014 - 2.0% = (\$38.00, \$7.50, \$34.00, \$65.00, \$150.00) rounded to the nearest whole dollar
- 2014/2015 - 1.14% = (\$39.38, \$7.48, \$34.10, \$66.73, \$151.84) Pursuant to City Council approval on June 10, 2014.

**OFFICIAL MAIL BALLOT for
Assessor's Parcel Numbers (APNs) 481-250-002 and 481-250-003
National Pollutant Discharge Elimination System (NPDES)
Maximum Residential Regulatory Rate**

YES* — as property owner of APNs 481-250-002 and 481-250-003, **I approve** the NPDES Maximum Residential Regulatory Rate and services. For fiscal year (FY) 2014/15, the NPDES Maximum Residential Regulatory Rate is \$300.14 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2015/16, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will provide storm water maintenance to residential neighborhoods for the continuous operation, systems evaluation/enhancement of the affected areas and the implementation of federally mandated NPDES requirements. Additionally, the rate schedule provides funds for monitoring, maintaining, and if necessary, for improving the storm water discharge system.

NO** — as property owner of APNs 481-250-002 and 481-250-003, **I do not approve** the NPDES Maximum Residential Regulatory Rate and services. I understand that not approving the NPDES Maximum Residential Regulatory Rate to fund federally mandated NPDES Permit requirements may result in noncompliance with the project's Conditions of Approval. If the NPDES Maximum Residential Regulatory Rate is not approved the rate will not be levied on the Riverside County property tax bill.

Assessor's Parcel Number	YES*	NO**	NPDES Maximum Residential Regulatory Rate
481-250-002 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$300.14
481-250-003 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$300.14

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on October 14, 2014, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the October 14, 2014 Public Hearing

Tract Map 36598

APN

 481250002

 481250003

 Roads

 Parcels

 City Boundary

Map reflects all changes indicated
on Riverside County Assessor Maps
as of August 14, 2014.

N



G:\VAP\SDA\TM 36598 PA13-0045.mxd

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



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TEL: 951.413.3480
 FAX: 951.413.3498
 WWW.MOVAL.ORG



14331 FREDERICK STREET, SUITE 2
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

TS Marketplace
 c/o TX Market Place LLC
 Attn: Edward Wong
 15565 Brookhurst Street, Suite B
 Westminster, CA 92683

August 28, 2014

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 479-020-050

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor’s Parcel Number (APN) 479-020-050 the opportunity to express support for or opposition to the approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and services. Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Background

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The

rate levied shall not exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$226.01 per parcel. The total amount of the NPDES rates levied for FY 2014/15 for the program as a whole was \$439,115.06.

Annual Adjustment

Beginning in FY 2015/16, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor’s Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 479-020-050 (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial Regulatory Rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, September 23, 2014 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, October 14, 2014 6:00 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Approval of the Charge is Approved

Approval of the NPDES Maximum Commercial/Industrial Regulatory Rate will be confirmed if the ballot is marked in favor of the NPDES rate. Approving the NPDES Maximum Commercial/Industrial Regulatory Rate through a mail ballot proceeding will fulfill the Conditions of Approval to provide a funding source for the NPDES program.

Effect if Approval of the Charge is Not Approved

Not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to meet federally mandated NPDES Permit requirements may result in noncompliance with the Conditions of Approval. If the returned valid ballot is marked opposing the NPDES rate, then the rate will not be levied on the property tax bill.

For More Information

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Financial and Management Services Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m. at 951.413.3505 or via email at JenniferT@moval.org.

Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, October 14, 2014**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into

any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1	LEVEL II												
<p align="center">NPDES Administration <i>(Not covered by CSA 152)</i></p> <p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>	<p align="center">Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</p> <p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>												
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>													
<table border="1"> <thead> <tr> <th>PROPOSED PARCEL RATE</th> <th>Per Month</th> <th>Per Year</th> </tr> </thead> <tbody> <tr> <td></td> <td align="center">\$2.67</td> <td align="center">\$32.00</td> </tr> </tbody> </table>	PROPOSED PARCEL RATE	Per Month	Per Year		\$2.67	\$32.00	<table border="1"> <thead> <tr> <th>PROPOSED PARCEL RATE</th> <th>Per Month</th> <th>Per Year</th> </tr> </thead> <tbody> <tr> <td></td> <td align="center">\$12.58</td> <td align="center">\$151.00</td> </tr> </tbody> </table>	PROPOSED PARCEL RATE	Per Month	Per Year		\$12.58	\$151.00
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	\$2.67	\$32.00											
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	\$12.58	\$151.00											

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)
- FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)
- FY 2012/2013 - 2.7% = (\$37.00 & \$181.00)
- FY 2013/2014 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar
- FY 2014/2015 - 1.14% = (\$39.52 & \$186.49) Pursuant to City Council approval on June 10, 2014.

**OFFICIAL MAIL BALLOT for
Assessor's Parcel Number (APN) 479-020-050**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 479-020-050, I approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2014/15, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$226.01 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2015/16, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

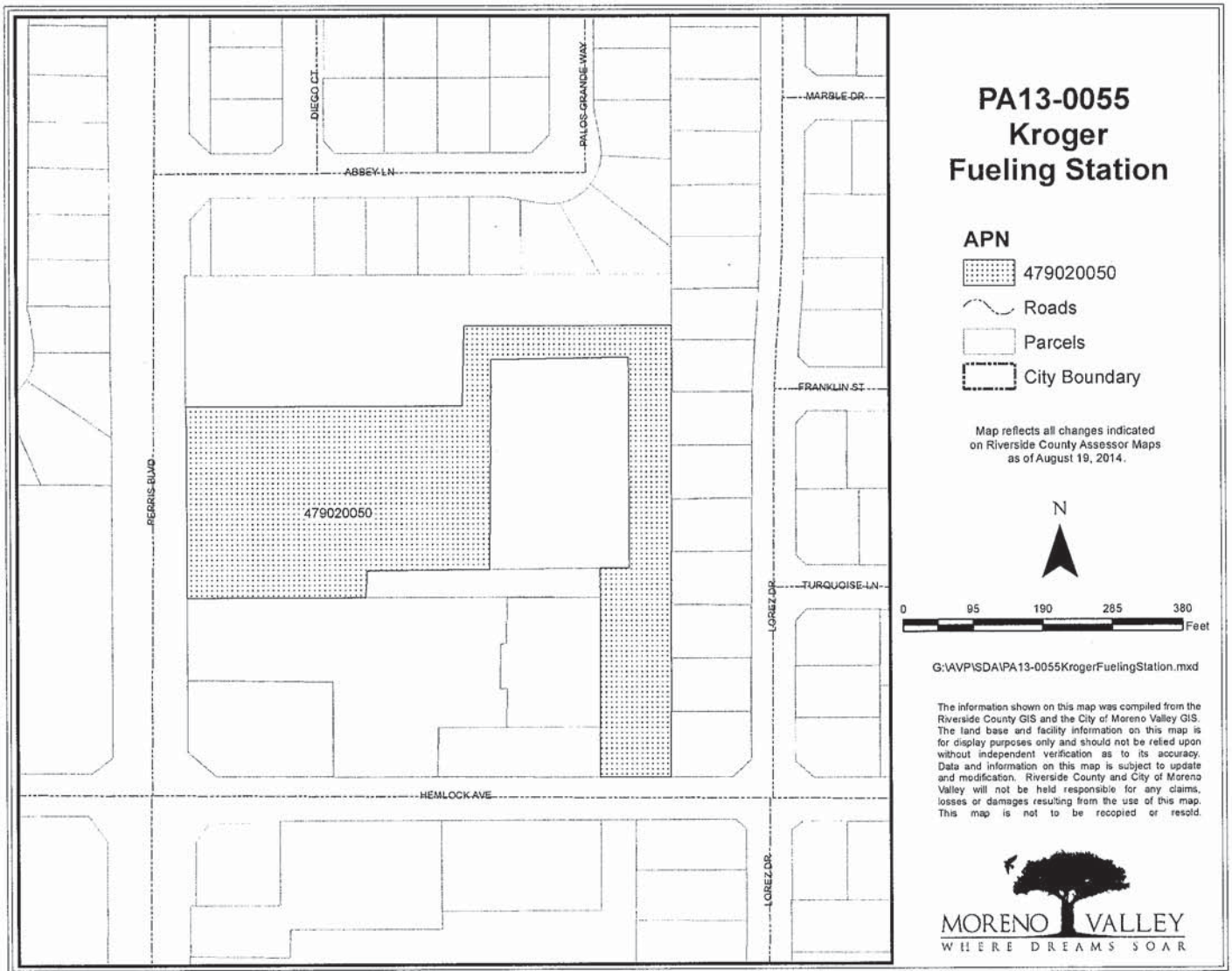
NO** — as property owner of APN 479-020-050, I do not approve the NPDES Maximum Commercial/Industrial Regulatory Rate and services. I understand that not approving the NPDES Maximum Commercial/Industrial Regulatory Rate to fund federally mandated NPDES Permit requirements may result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate will not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
479-020-050 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$226.01

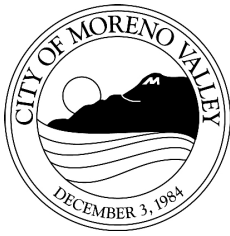
This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on October 14, 2014, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope prior to the close of the October 14, 2014 Public Hearing



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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: Jane Halstead, City Clerk, CMC

AGENDA DATE: September 23, 2014

TITLE: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint Stephanie Torres to the Parks and Recreation Commission as a teenage member for a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first; or
2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

SUMMARY/DISCUSSION

The City Clerk's Office posted a Notice of Opening to fill the vacancy for the teen member position on the Parks and Recreation Commission a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received two applications for this position. The Parks and Recreation Commission has two vacant teen member positions: one with a term expiring January 27, 2016, or until high school graduation, and one with a term expiring three years from the effective date of appointment or until high school graduation.

The Parks and Recreation Commission staff liaison, Mel Alonzo, reviewed the applications and interviewed the applicant who fulfilled nomination requirements. Staff liaison recommends that the City Council appoint Stephanie Torres to the Parks and Recreation Commission as a teenage member with a term expiring three years after the effective date of appointment, or until high school graduation, whichever comes first.

ALTERNATIVES

A teenage member on the Parks and Recreation Commission provides input on activities and programs for teenagers in and around the City. By appointing a teen representative, contributions from the teenage population would be increased, which is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council appoint a teen member to the Parks and Recreation Commission.

NOTIFICATION

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda mailed to the applicants

ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC



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: September 23, 2014

TITLE: BUSINESS TAX COMPLIANCE INSPECTION PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Direct staff to reestablish the Business Tax Compliance Inspection Program.
2. Authorize staff to add the full-time temporary position Business Tax Inspector at a range of C18 within the non-exempt employee group.
3. Authorize the amendment to the FY 2014-15 budget for the expenditures presented in the Fiscal Impact section of this report.

SUMMARY

This report recommends that the City reestablish a Business Tax Compliance Inspection Program to enforce the current business license ordinance. Section 5 of the Municipal Code establishes the standards for the Business License Tax. Like most cities in California, Moreno Valley established this program to provide revenue for general municipal operations and was not designed for regulation of businesses. The Business Tax program is managed by the Financial & Management Services Department with clerical and office staff, but there are currently no resources dedicated to or available for the physical visit to business locations to ensure that they have a current license and are in compliance with the ordinance. The inspection program has been in place at various times over the past ten years but recently, due to staff lay-offs caused by the recession, this position was defunded and the program was discontinued.

Staff believes that by reviving this program and supporting it with a dedicated revenue stream, the City can achieve the following goals:

- Provide for fair and equitable application of business tax; and
- Improve communication between the City and local business owners.

The dedicated funding source will be comprised of the increase in gross receipt tax revenues and penalty and interest fees, which will be realized as the inspector identifies businesses that are not in compliance and are brought into compliance.

DISCUSSION

The Business Tax Compliance Inspection Program has been dormant for the past few years due to the layoffs that occurred related to the recent recession. Prior to 2001 the City had a fully funded dedicated inspector position that would visit businesses throughout the city and ensure that businesses had paid their business tax. In 2001, this position became vacant and the inspection function was merged with Code and Neighborhood Services. In order to provide some efficiency, the inspector position also began performing code enforcement functions while visiting businesses. During the following years as stresses were placed on General Fund revenues, hiring freezes were implemented, which resulted in a reduction of resources to perform many inspection services. The result was that the emphasis shifted away from business license inspection to focus on the primary mission of addressing code violations and complaints. During the latest recession, this position was eliminated completely.

One of the primary goals of the program is to provide for the fair and equitable application of the business tax across the business community. Currently we have approximately 6,600 businesses active in the business license system. Because there is a lack of a door-to-door business compliance inspection program, there are a number of active businesses that have not paid the business license tax, and as such are not in compliance with the Municipal Code. That resultant inequity causes an imbalance of enforcement or application of the business tax as those businesses that attempt to circumvent the tax are not identified and do not share the same obligation as those businesses that are in compliance.

Another major benefit of reestablishing this program is that it will provide another excellent tool for the City to communicate with the business community. As the inspector is visiting businesses they can update contact information, provide information on upcoming events such as the annual renewal period, direct businesses to other city resources such as the online renewal portal, or provide other pertinent information to the business.

In July 2011, Code and Neighborhood Services identified grant funds which were available and could be used to fund a part-time inspector for one year. Detailed statistics are not available to identify how many businesses came into compliance due to the efforts of this inspector; however, during calendar year 2011 the city issued 6,100 business licenses while that number increased to 6,500 during 2012. Revenues related to the Business License program during that period experienced a similar increase from \$1.4 million in 2011 to \$1.6 million in 2012 after three years of relatively flat revenues. We attribute this increase to two reasons. First was the overall improvement in the economy, which saw new construction projects and other new business ventures beginning to come back into the area. The second reason, we believe, was the efforts of the part-time inspector.

It is anticipated that the revenues generated through the inspection function related to additional gross receipt tax, penalties and interest will be sufficient to cover the additional costs incurred and make the inspection program budget neutral.

There currently is no job or title of Business Tax Inspector identified in the City's salary schedule. The position would need to be created and added to the existing salary schedule and the position control roster. Staff is proposing to slot the position at a grade of C18, which is comparable to a Code Compliance Officer I. Draft job specifications have been included in Attachment 1.

Implementation Plan: Staff has developed a dual-phased strategy in order to implement this inspection program. This will allow the City time to evaluate the effectiveness of the program before committing full-time or long-term resources.

- Phase I (pilot program)
 - Expected Term - six to nine months
 - Staffing - Temporary full-time Business Tax Inspector
 - Support - Existing or leased vehicle, computer, phone, uniform etc.
- Phase II
 - Expected Term - Permanent
 - Staffing - Upgrade Temporary full-time Business Tax Inspector to Career full-time
 - Support - Vehicle, computer, phone, uniform etc.

Phase II could/would be implemented depending on the achievements of Phase I. Expected outcomes or evaluation points for the program during Phase I would include:

- Improved compliance rates
- Improved communication with the business community
- Determine the ability of program to be self-supporting

Based on the time frames built into the pilot program, if Phase I were deemed successful, Phase II costs could be included within the budget cycle for FY 2015-16. The estimated costs for the pilot program that will impact FY 14-15 have been included in the Fiscal Impact section of this report.

ALTERNATIVES

The City Council has the following alternatives:

1. Approve the implementation of the Business Tax Compliance Inspection Pilot Program and the appropriation of funds to support the program.
2. Do not approve the implementation of the program or the appropriation of funds to support the program and provide staff with further direction.

Staff recommends alternative 1.

FISCAL IMPACT

The pilot program or Phase I will result in impacts on the current budget year while Phase II would impact the budget year 2015-16. Phase I is estimated to cost approximately \$68,000. The increased level of enforcement will result in increased business license program revenues, which we estimate to be approximately \$100,000 related to gross receipt tax and penalties and interest. While the penalties and interest are typically one-time revenues generated as non-compliant businesses are brought into compliance, the business license fee and the gross receipt tax will become part of the on-going revenue stream and will continue to support the inspection program costs. We believe that these revenues will be sufficient to cover the costs of the program and make it budget neutral by the second year of the program. By the nature of this type of program and since there has not been active enforcement for a few years, we expect a steep increase in revenues the first two years as the first two inspection cycles occur and existing businesses are brought into compliance; then a flattening of these revenues as the program matures and only newer businesses need to be brought into compliance. Under this scenario, the new revenues created during the inspection cycle will become part of the new base and would then recur each year to fully cover the program costs on an ongoing basis, providing the resource to ensure compliance continues for all businesses.

The costs presented in Table 1 represent the budget impact that would be experienced during FY 14-15 for Phase I. Any recommended costs associated to Phase II would be included in the budget for FY 15-16.

Table # 1

FY 14-15 Budget Impacts						
Description	Fund	GL Account No.	Type (Rev/Exp)	FY 14/15 Budget	Proposed Adjustments	FY 14/15 Amended Budget
ONGOING COSTS						
Salaries-Temporary	GF	1010-30-37-25210-611310	Exp	\$0	\$50,000	\$50,000
Vehicle Rental/Purch	GF	1010-30-37-25210-625099	Exp	\$2,000	\$15,000	\$17,000
Bus. Gross Receipts	GF	1010-30-37-25210-405000	Rev	\$1,331,100	\$55,000	\$1,386,100
Bus. License	GF	1010-30-37-25210-420010	Rev	\$405,000	\$8,000	\$413,000
Bus. Lic. Penalty	GF	1010-30-37-25210-440040	Rev	\$45,000	\$37,000	\$82,000
ONE-TIME COSTS						
Other	GF	1010-30-37-25210-630399	Exp	\$0	\$3,000	\$3,000

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of agenda

ATTACHMENTS

Attachment 1: Draft Job Description

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred By:
Chris Paxton
Administrative Services Director

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Position Title: Business Tax Inspector

Salary Range: \$19.60 – \$27.60 Hourly
\$3,398.10 - \$4,784.30 Monthly
\$40,777.15 - \$57,411.54 Annually

Reports to: Treasury Operations Division Manager

Job Summary: Under general supervision performs field and office work to enforce the business license provisions of the City's Municipal Code; review and process business license applications; and to do related work as required.

Major Duties:

- Check businesses for proper display of business tax certificates.
- Investigate applicants for a variety of business tax categories, including such things as commercial stores, contractor and subcontractors, and others.
- Identify business activities and businesses operating through the use of field surveys, computerized databases, published business lists and other resources to assure proper compliance with the business tax and other fee requirements.
- Perform on-site inspections of various commercial or residential business establishments, transient businesses and construction sites for valid and proper business license and regulatory permits
- Maintain business tax files and records. Enter and update business license tax records in computerized databases. Correspond with business owners regarding the status of their accounts.
- Review and process business license applications, renewals and other business records to determine the adequacy of tax and fees paid both in the field and in the office.
- Accept business tax payments and issue appropriate receipts.
- Issue notices of non-compliance to businesses operations delinquent in paying the business tax.
- May issue citations to businesses operating in violation of the Municipal Code.
- May prepare evidence files on businesses operating in a manner that does not comply with the Municipal Code.
- Report suspected violation of health, safety, zoning or other code violations to the appropriate division or agency.
- Provide information and respond to inquiries from business owners and members of the public in the field, at the public counter and over the phone.
- Use a City vehicle to perform field investigations of business tax compliance.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge, Abilities and Skills:

- Knowledge of:
 - General characteristics of a wide variety of businesses commonly requiring business tax certificates
 - Investigative techniques useful in inspecting business activities to ensure compliance with business tax requirements
 - Principles and practices of record keeping
 - Effective customer service techniques
- Ability to:
 - Analyze information, identify problems, develop solutions and implement recommendations in support of city, department and division goals
 - Learn, apply and enforce appropriate municipal codes and ordinances
 - Read, interpret and explain municipal codes and ordinances related to business licenses, special events and other
 - Make arithmetic calculations accurately and quickly
 - Complete, compile, file and maintain accurate records and reports
 - Understand and follow written and oral instructions
 - Use independent initiative and judgment
 - Process and audit a high volume of business renewals
 - Follow applicable safety rules
 - Communicate clearly and effectively, both oral and in writing.
 - Provide effective customer service
 - Use standard office machines
 - Work without immediate supervision
 - Establish and maintain effective and cooperative working relationships with City employees and the public

Skill in:

- Using a personal computer and applicable software applications

MINIMUM QUALIFICATIONS:

Education and Experience:

- Education: Equivalent to completion of the twelfth grade.
- Experience: Three years' experience in public contact work involving investigative or inspection skills, code compliance enforcement, interpreting and enforcing laws, codes and other regulations.

Licenses and certifications:

- Possession of a valid class C driver license
- Possession of a valid Certified Revenue Officer certification is desirable.

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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: September 23, 2014

TITLE: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2014-XX. A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates for Moreno Valley Utility.

SUMMARY

Per longstanding policy direction by the City Council as incorporated into the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City adjusts its electric rates to remain roughly equivalent to those charged by Southern California Edison. This report recommends adoption of Resolution No. 2014-XX to amend the electric rates to correspond with SCE rates that became effective on July 1, 2014, and is consistent with the cost-of-service/rate design study recently completed by an outside consultant.

The amendment to the electric rates is scheduled to be presented and discussed at the regularly scheduled Utilities Commission meeting on September 19, 2014.

DISCUSSION

The Moreno Valley Utility's service year is divided into two categories, Winter (October through June) and Summer (June through October). Adjusting MVU rates to maintain

parity with SCE rates as presented in this report will generally increase MVU's rate schedules for both the summer season and the winter season.

Rates are structured to reflect usage; the table below shows the average impact to customers using 600 kWh each month as well as customers using 1,000 kWh monthly. If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below, and will be effective September 24th, 2014.

Average Residential Schedule A	SUMMER		WINTER	
600 kWh usage	\$20.33	25.20%	\$11.23	10.12%
1,000 kWh usage	\$11.64	5.61%	-\$8.37	-3.18%

Average Small Commercial Schedule B	SUMMER		WINTER	
800 kWh usage	\$0.54	0.28%	\$0.54	0.33%

Average Large Commercial Schedule C	SUMMER		WINTER	
26,500 kWh usage, Demand of 90 kW	\$17.94	0.26%	\$17.94	0.45%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER	
386,896 kWh usage, Demand of 865 kW	\$1,816.26	2.27%		
392,333 kWh usage, Demand of 666 kW			\$265.53	0.61%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
363 kWh average usage	\$0.25	0.34%	\$0.25	0.34%

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (963 lights)	\$11.25	0.09%	\$11.25	0.09%
Schedule SL-1 22,000 Lumen (510 lights)	\$0.00	0.00%	\$0.00	0.00%
Schedule SL-1 LED 14,700 Lumen (48 lights)	\$1.09	0.11%	\$1.09	0.11%
Schedule SL-3 (Total)	\$0.00	0.00%	\$0.00	0.00%

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates and Rules for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service.* Staff recommends this alternative.
2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs.* Staff does not recommend this alternative.

FISCAL IMPACT

The proposed rate increase is anticipated to generate an average of \$84,581 in revenue per month that will allow MVU to recover increased costs associated with the purchase of energy and capacity, and sufficient to stay in parity with the Southern California Edison rates.

NOTIFICATION

Publication of the Agenda.

ATTACHMENTS

- Attachment 1 – Proposed Resolution
- Attachment 2 – Proposed Electric Rates

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

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RESOLUTION NO. 2014-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

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

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, on January 13, 2004, the City Council approved Resolution No. 2004-05 establishing the electric rates for Moreno Valley Utility; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in these documents. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates as on file in the Public Works Department and incorporated herein by this reference.

1
Resolution No. 2014-76
Date Adopted: September 23, 2014

APPROVED AND ADOPTED this 23rd day of September, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-76²
Date Adopted: September 23, 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. 2014-76 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 23rd day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2014-76
Date Adopted: September 23, 2014

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Moreno Valley Utility
Electric Rates

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SCHEDULE A – RESIDENTIAL SERVICE

Applicability

Applicable to electric service for residential uses.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Basic Charge - \$/Day

Single-Family Residence	\$ 0.031
Multi-Family Residence	\$ 0.024

Energy Usage Charge - \$/kWh

Summer:

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.14145
Tier 2 – 101% to 130% of Baseline	\$ 0.18575
Tier 3 – 131% to 200% of Baseline	\$ 0.27396
Tier 4 – 201% to 300% of Baseline	\$ 0.31396
Tier 5 – All excess kWh, per kWh	\$ 0.31396

Winter

Tier 1 -Baseline Quantities, all kWh, per kWh	\$ 0.14145
Tier 2 – 101% to 130% of Baseline	\$ 0.18575
Tier 3 – 131% to 200% of Baseline	\$ 0.27396
Tier 4 – 201% to 300% of Baseline	\$ 0.31396
Tier 5 – All excess kWh, per kWh	\$ 0.31396

Public Purpose Programs

All kWh per kWh	\$0.00705
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Monthly Minimum Charge: \$10.00

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Baseline Rates: Baseline rates are applicable only to separately metered residential use.
2. Baseline Quantities: The residential allocation shall be 15.5 kWhs per day in the Summer season and 11.0 kWhs per day in the Winter season.
3. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. of the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.
4. Voltage: Service will be supplied at one standard voltage.
5. For the purposes of applying the Basic Charge, the following definitions shall be used:

Single-Family Residence - A building of single occupancy which does not share common walls, floors, or ceilings with other residential dwelling units.

Multi-Family Residence - Apartments, mobile homes, condominiums, townhouses, or a building of multiple occupancy which shares common walls and /or floors and ceilings with other residential dwelling units.

6. Medical Baseline Allocation: Upon application and acceptance of a certification from a medical doctor or osteopath licensed to practice medicine in California, eligible residential customers are provided a standard year-round medical baseline allocation of 15.5 kWh per day in addition to the applicable baseline allocation for the season.

	Regular Baseline Daily kWh Allocation	Additional Medical Baseline Daily kWh Allocation	Total Baseline Daily kWh Allocation
Summer	15.5	15.5	31.0
Winter	11.0	15.5	26.5

Medical Baseline Allocation Eligibility:

- a) Regular use in the customer's home of one or more medical life-support devices essential to maintain the life of a full-time resident of the household; and/or
- b) A full-time resident of the household is: a paraplegic, hemiplegic, quadriplegic, multiple sclerosis or scleroderma patient, being treated for life-threatening illness, and/or has a compromised immune system.

Life support devices are those devices or equipment that utilize mechanical or artificial means to sustain, restore or supplant a vital function, or mechanical equipment relied upon for mobility both within and outside of buildings.

Life-support devices include:

Aerosol Tent	Ultrasonic Nebulizer
Pressure Pad	Electrostatic Nebulizer
Apnea Monitor	Inhalation Pulmonary Pressure
Pressure Pump	Breather Machine (IPPB)
Compressor	Iron Lung
Concentrator	Dialysis Machine
Respirator (all types)	Hemodialysis Machine
Electronic Nerve Stimulator	Motorized Wheelchair
Suction Machine	Oxygen Generator

Applying for the Medical Baseline Allocation

1. Request application from Moreno Valley Utility by telephone, mail or in person
2. Complete application.
3. The patient's physician will need to fill out the required information on the application and sign it certifying the medical need.
4. The customer can mail or bring the application to Moreno Valley Utility's offices
5. Once the application is reviewed and approved, the Medical Baseline Allocation will be effective on the next regular electric billing.
6. Applications must be renewed every two years.
7. Low Income Program - A low-income assistance discount program is offered under this standard residential rate. To be considered for this discount, an application must be filed with Moreno Valley Utility. To be eligible for this discount, the income of the customer, including all members of the household, must meet the income levels of the program and can be no more than 200% of Federal Poverty Guidelines. Under this program a discount for qualified low-income residents of 20% is provided on monthly energy charges. Discount applies to energy charges only. The customer charge, public purpose charge, service fees and all taxes are calculated at the standard rates.

SCHEDULE B – GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power. Customers whose monthly maximum demand is expected to exceed 20 kW, or has exceeded 20 kW in any three months during the preceding 12 months, are ineligible for service under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Day

Single-Phase Service	\$ 0.836
Polyphase Service	\$ 0.059

Energy Usage Charge - \$/kWh

Summer, all kWh, per kWh	\$ 0.18803
Winter, all kWh, per kWh	\$ 0.15027

Public Purpose Programs

All kWh per kWh	\$0.01144
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Monthly Minimum Charge:	\$10.00
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continues until 12:00 a.m. on the first Sunday in June of the following year.
2. Voltage: Service will be supplied at one standard voltage.

Proposed by the Moreno Valley Utility
Date Adopted: September 23, 2014

SCHEDULE C – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer's monthly maximum demand is expected to exceed 20 kW or has exceeded 20 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Meter/Month – Single Phase	\$194.33	
Polyphase	\$181.83	
Energy Usage Charge - \$/kWh		
Summer, all kWh, per kWh	\$ 0.08684	
Winter, all kWh, per kWh	\$ 0.07632	
Demand Charge- \$/kW	<u>Summer</u>	<u>Winter</u>
Facilities Related Demand Charge, per kW	\$12.71	\$12.71
Time Related Demand Charge, per kW	\$24.15	\$0.00
Public Purpose Programs		
All kWh per kWh	\$ 0.01072	
Monthly Minimum:	\$10.00	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Summer and Winter Seasons are defined as follows:

The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.

2. Voltage: Service will be supplied at one standard voltage.
3. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
4. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
5. Voltage Discount: The monthly Facilities Related Demand Charge will be reduced by 23.3% for service delivered and metered at voltages of 4 kV through 12 kV. The energy charge will be reduced by \$.00074 per kWh for service delivered and metered at voltages of 2 kV through 12 kV.
6. Excess Transformer Capacity: Excess Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.
7. Power Factor Adjustment: When Maximum Demand has exceeded 200 kW for three consecutive months, kilovar metering will be installed as soon as practical, and thereafter, until the Maximum Demand has been less than 150 kW for twelve consecutive months, the billing will be adjusted each month for power factor.
 - a. Adjustment Rate:
 - i. For service delivered and metered at voltages 12 kV or less, the billing will be increased by \$0.51 per kilovar of maximum reactive demand.
 - b. Determining the Reactive Demand:
 - i. Service delivered and metered at voltages of 4 kV or greater:
 1. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to

the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.

- ii. Services delivered and metered at voltages less than 4 kV:
 1. For customers with metering used for billing that measures reactive demand, the maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15-minute metered interval in the month. The kilovars shall be determined to the nearest unit. A device will be installed on each kilovar meter to prevent reverse operation of the meter.
 2. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A ratchet device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SL – STREET LIGHTING SERVICE

MVU OWNED SYSTEM

Applicability

Applicable to un-metered service for the lighting of streets and highways where MVU owns and maintains the street lighting equipment and associated facilities included under this schedule.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$11.91	\$0.23
16,000	150	67	\$14.42	\$0.39
22,000	200	85	\$16.26	\$0.49
27,500	250	108	\$17.89	\$0.63

Energy Usage Charge – Light Emitting Diode (LED) Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
14,700	173	75	20.03	\$0.46

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Proposed by the Moreno Valley Utility
Date Adopted: September 23, 2014

Special Conditions

1. Maintenance shall include periodic inspection, renewal of lamps, cleaning of glassware, replacement of damaged glassware and lamps, and minor repairs to wiring and electrical appurtenances.
2. Hours of Service: Under MVU's standard all night operating schedule, approximately 4,140 hours of service will be furnished.
3. The developer shall install streetlights that will be served from MVU's underground system. These streetlights must be installed in accordance with MVU's specifications and the developer will deed such facilities to MVU.
4. Requirements and Restrictions:
 - a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
 - d. In accordance with Rule No. 4, a written contract for a term of not less than one year is required in order to receive street light service under the provisions of this schedule.
 - e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, the MVU will bill, and the applicant shall pay, the applicable lamp charge(s).
5. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL2 – STREET LIGHTING SERVICE
CUSTOMER OWNED AND MAINTAINED SYSTEM SCHEDULE
(UNMETERED)**

Applicability

Applicable to service for un-metered lighting of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns and maintains the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Energy Usage Charge - High Pressure Sodium Vapor Lamps

Basic Charge:

<u>Initial Lumens</u>	<u>Wattage</u>	<u>All Night Service Monthly kWhs</u>	<u>\$/Lamp Monthly Charge</u>	<u>\$/Lamp/Month Public Purpose Programs Charge</u>
9,500	100	40	\$ 5.57	\$0.23
16,000	150	67	\$ 7.58	\$0.39
22,000	200	85	\$ 8.98	\$0.49
27,500	250	108	\$ 10.75	\$0.63

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. Requirements and Restrictions:

Proposed by the Moreno Valley Utility
Date Adopted: September 23, 2014

- a. The applicant for street light service shall specify the lamp size and location of streetlights.
 - b. Service shall not be furnished under this schedule where location, mounting height, or other considerations are unacceptable to the MVU.
 - c. The installation of street lighting equipment and facilities hereunder is contingent upon the MVU obtaining easements, rights of way, and highway permits satisfactory to the MVU for the required poles, equipment, and facilities.
3. Liability of Utility: MVU shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.

**SCHEDULE SL3 – STREET LIGHTING SERVICE
CUSTOMER OWNED SYSTEM SCHEDULE
(METERED)**

Applicability

Applicable to service for metered lighting service of streets, highways, and directional highway signs served in conjunction with street and highway lighting, and other publicly operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment operated within the period from dusk to dawn.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – Per meter per Month	\$15.07
Energy Usage Charge - \$/kWh All Year - all kWh, per kWh	\$ 0.06948
Public Purpose Programs All kWh, per kWh	\$0.00579

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.
2. The customer will furnish and maintain all equipment beyond the meter.

SCHEDULE TC-1 – TRAFFIC CONTROL SERVICE

Applicability

Applicable to service for traffic directional sign or signal lighting service owned by governmental agencies and located on streets, highways and other publicly dedicated outdoor ways and places.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge – per Meter per Day

Single-Phase Service	\$ 0.566
Polyphase Service	\$ 0.035

Energy Usage Charge - \$/kWh

All Year - all kWh, per kWh	\$ 0.12979
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Public Purpose Programs

All kWh, per kWh	\$0.01093
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Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Voltage: Service will be supplied at one standard voltage.

SCHEDULE TOU-LGS – TIME OF USE – LARGE GENERAL SERVICE

Applicability

Applicable to nonresidential electric service for all types of uses including lighting and power where the customer’s monthly maximum demand is expected to exceed 500 kW or has exceeded 500 kW in any of the 3 months during the preceding 12 months.

Territory

Within the designated areas served by the Moreno Valley Utility.

Rates

Customer Charge - \$/Meter/Month	\$596.11	
Energy Usage Charge - \$/kWh		
Summer		
On-Peak	\$ 0.14327	
Mid-Peak	\$ 0.08308	
Off-Peak	\$ 0.05592	
Winter		
Mid-Peak	\$ 0.08474	
Off-Peak	\$ 0.06169	
Demand Charge- \$/kW		
Facilities Related Demand Charge, per kW	<u>\$14.99</u>	<u>\$14.99</u>
Time Related Demand Charge, per kW		
On-Peak	\$23.52	\$0.00
Mid-Peak	\$7.16	\$0.00
Off-Peak	\$0.00	\$0.00
Public Purpose Programs		
All kWh per kWh	\$ 0.00911	
Monthly Minimum :	See Condition #4	

Energy Cost Adjustment

1. The energy charge may be adjusted each month based upon the percentage of the energy being provided by the Department of Water Resources to the investor owned

Proposed by the Moreno Valley Utility
Date Adopted: September 23, 2014

utility on the billing date monthly. These adjustments could result in slight decreases or increases in the energy charge.

Special Conditions

1. Time periods are defined as follows:

- On-Peak: Noon to 6:00 p.m. Summer weekdays except holidays
- Mid-Peak: 8:00 a.m. to Noon and 6:00 p.m. to 11 p.m. Summer weekdays except holidays; 8 a.m. to 9 p.m. Winter weekdays except holidays
- Off-Peak: All other hours

Holidays are defined as New Year's Day (January 1), Martin Luther King's Birthday (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as an off-peak period. No change will be made for holidays falling on Saturday.

- 2. Summer and Winter Seasons are defined as follows: The Summer season begins at 12:00 a.m. on the first Sunday in June and will continue until 12:00 a.m. on the first Sunday in October of each year. The Winter season begins at 12:00 a.m. on the first Sunday in October and continue until 12:00 a.m. on the first Sunday in June of the following year.
- 3. Voltage: Service will be supplied at one standard voltage.
- 4. Billing Demand: The Billing Demand shall be the kilowatts of Maximum Demand, determined to the nearest kW. The Billing Demand shall be the greater of the kilowatts of Maximum Demand recorded (or established for) the monthly billing period or 50% of the highest Maximum Demand established in the preceding eleven months (Ratcheted Demand).
- 5. Maximum Demand: The maximum demand in any month shall be the measured maximum average kilowatt input, indicated or recorded by instruments to be supplied by the City, during any 15-minute metered interval in the month.
- 6. Excess Transformer Capacity: Transformer Capacity is the amount of transformer capacity requested by a customer in excess of that which the City would normally install to serve the customer's Maximum Demand. Excess Transformer Capacity shall be billed at the amount shown in the rates section above.

7. Power Factor Adjustment: The billing will be adjusted each month for power factor.
- a. Adjustment Rate: The customer's bill will be increased each month for the power factor \$0.51 per kilovar of maximum reactive demand.
 - b. The maximum reactive demand shall be the highest measured maximum average kilovar demand indicated or recorded by metering during any 15 minute metered interval in the month. For customers with metering used for billing that measures kilovar-hours instead of reactive demand, the kilovars of reactive demand shall be calculated by multiplying the kilowatts of measured maximum demand by the ratio of the kilovar-hours to the kilowatt-hours. Demands in kilowatts and kilovars shall be determined to the nearest unit. A device will be installed on the kilovar-hour meter to prevent its reverse operation on leading power factors.

SCHEDULE SE - SERVICE ESTABLISHMENT CHARGE

Applicability

Applicable to general service and domestic service customers.

Territory

Within the entire territory served by Moreno Valley Utility.

Rate

For each establishment of electric service, a charge will apply.

Special Conditions

1. The service establishment charge is in addition to the charges calculated on the applicable rate schedule and will be made each time an account is established.
2. Establishment means each time an account is opened, including a turn on of electric service or a change of name that requires a meter reading.
3. If the customer requests electric service be established on the same day as his request or outside regular business hours, an additional charge will apply.

SCHEDULE NEM – NET ENERGY METERING

Applicability

Applicable to general service and domestic service customers who have eligible renewable energy generation systems connected to MVU's system (interconnected) and meet program requirements.

Territory

Within the entire territory served by Moreno Valley Utility.

Net Surplus Compensation Rate

The net surplus compensation rate shall be \$0.08979 per kWh applied to any net surplus energy remaining at the end of the customer's twelve (12) month billing period ("relevant period").

Special Conditions

1. NEM customers will receive a credit for the surplus electricity supplied to MVU's system.
2. This credit will be applied to the customer's energy bill, to offset all or part of the costs associated with the energy that is consumed each month.
3. Residential accounts are billed once a year for "net" energy consumed or generated over the previous 12 months, if any.
4. Small business accounts served under the General Service Rate also qualify for annual billing.
5. Large business NEM accounts under the Large General Service Rate are billed monthly for their energy usage.
6. Net surplus energy is the amount of generated kilowatt-hours (kWh) energy that is exported to MVU's system that exceeds the amount that is received from MVU.
7. Any net surplus energy remaining at the end of the 12-month billing period (also called the "relevant period") will be given a monetary value known as the Net Surplus Compensation Rate (NSCR).
8. The NSCR value is established by MVU to reflect the costs MVU avoids in procuring power during the time period net surplus generators are likely to produce excess power.
9. Customers may choose to either roll over the monetary value of any net surplus energy to the next billing cycle, or receive payment for any net surplus energy at the end of your 12-month relevant period.
10. Customers will be billed monthly for nominal non-energy-related charges such as taxes.

SCHEDULE ED – ECONOMIC DEVELOPMENT (“ED”) RATE

Applicability

Commercial or industrial end-use customers that would otherwise receive service under Electric Rate Schedule TOU-LGS (Time of Use-Large General Service) and meet certain criteria as established and adopted by resolution of the City Council of the City of Moreno Valley may take advantage of the ED rate as a New Customer or Expanded Load Customer. This ED rate is applicable to all or part of the services provided to New Customers and Expanded Load Customers, as such terms are defined herein.

1. A New Customer shall be a customer seeking to locate a new business or relocate an existing business (not currently located within the territory served by Moreno Valley Utility) within Moreno Valley Utility’s service territory.
2. An Expanded Load Customer shall be an existing Moreno Valley Utility TOU-LGS customer that is adding new load to Moreno Valley by a minimum of 200 kW based upon the customer’s past electrical demand as determined by Moreno Valley Utility. The expanded load can be at the customer’s current site, or at a new site within the Moreno Valley Utility service territory. The ED rate will only be applied to the expanded load as determined in Section 5 below.
3. A New Customer shall meet the following criteria:
 - a. Targeted industries
 - i. Logistics/Distribution
 - ii. Medical/Healthcare
 - iii. Auto Dealerships
 - b. Building/Area size
 1. Tier 5 Discount Rate
 - a. Regional Corporate Office Space 50,000 sf minimum
 - b. Perishable Space 200,000 sf minimum
 - ii. Medical/Healthcare 100,000 sf minimum
 - iii. Auto Dealerships 5 acres
 - c. Job Creation
 - i. Tier 1 Discount Rate 150 – 499 jobs
 - ii. Tier 2 Discount Rate 500 – 999 jobs
 - iii. Tier 3 Discount Rate greater than 1000 jobs
 - iv. Tier 4 Discount Rate 350 jobs minimum
 - v. Tier 5 Discount Rate 200 jobs minimum
 - d. City Revenue Producer – either sales tax or use tax generation
 - i. Tier 1a Discount Rate
 - ii. Tier 4 Discount Rate minimum \$40,000 annual sales tax revenue to the City

Territory

Within the entire territory served by Moreno Valley Utility.

Character of Service

The service provided hereunder shall be alternating current with regulated frequency of 60 hertz, three-phase, or a combination single and three-phase served through one meter, at a standard voltage not to exceed 480 volts, or as may be specified by the Electric Division. To be eligible to participate all customers must have a demand meter.

Rates

Except as provided herein, or in the Economic Development Rate Agreement, all charges and provisions of the customer’s otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer’s otherwise applicable rate schedule will be reduced as follows:

	Tier 1/Tier 1a	Tier 2	Tier 3	Tier 4	Tier 5
Years 1 - 2	15%	20%	20%	20%	20%
Years 3 - 4	12%	15%	20%	20%	20%
Years 5 – 6	10%	10%	15%	20%	20%
Years 7 -12	-	-	-	20%	20%
Years 13 - 18					20%

Special Conditions

1. Term: Economic Development Rate Agreements entered into under this Schedule shall be for a single six-year term, except for Tier 4, which shall be for a single twelve-year term and Tier 5, which shall be for a single eighteen-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the City Manager or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement in order for the rates under this Schedule to be applicable. In addition to the other terms of this Schedule, the Economic Development Rate Agreement shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the applicable term of the Agreement.

4. Minimum Load: Customers qualifying under this Schedule as a New Customer with a projected minimum monthly electric demand of at least 500 kW or as an Expanded Load Customer under Applicability Sections 1 and 2 above, respectively, must agree to maintain a minimum level of load for six years for Tier 1/1a, Tier 2, and Tier 3 discounts, twelve years for Tier 4 discount, and eighteen years for Tier 5 discount from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement.
5. Base Period Usage: Base Period Usage shall be established and agreed to in the Economic Development Rate Agreement for Expanded Load Customers. Base Period Usage shall be the average monthly energy use and demand for the customer during the last three years of service to the customer, from the date ending the last payment period before the date of the Agreement. Expanded Load qualifying for the rate under this Schedule shall be measured as the difference between the new monthly, meter documented energy use and demand, and the Base Period Usage.
6. State Mandated Public Purpose Program Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Program Charge as established by the City Council.
7. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
8. Expanded Load: Expanded Load customers applying for this rate must demonstrate to the satisfaction of the Utility that the expanded load is new to Moreno Valley.
9. Effective Date: The effective date of the Economic Development Rate Agreement shall commence within 12 months from the date of the City’s approval, or the Agreement becomes null and void. The Agreement becomes effective upon execution by the parties, and the Economic Development Rate commences upon written notice by customer, and coincides with the customer’s normal billing cycle.
10. Reapplication: Customers who have received service under the Economic Development Rate are eligible to reapply for the rate as an Expanded Load Customer 12 months after their current Economic Development Rate Agreement has expired, if they meet the criteria therefore.
11. Restrictions: Residential customers and federal, state or local government agencies are not eligible to apply for service under this Schedule.

SCHEDULE ED-BR
ECONOMIC DEVELOPMENT- BUSINESS RETENTION RATE

Applicability

This Schedule is applicable to the anchor stores at Stoneridge Towne Centre and Moreno Beach Plaza, whose building size is 25,000 square feet or larger and have 30 or more employees.

1. The Customer must demonstrate to the satisfaction of the City that relocation of its entire operation to a site outside of Moreno Valley Utility's service territory is a viable alternative or that the threat of closure of the Customer's existing facilities is otherwise imminent.
2. The Customer must provide:
 - a. An affidavit that "but for" the economic development retention rate incentives, in combination with other city-sponsored incentives, such customer would relocate outside of the City's electric service territory, and
 - b. Substantial evidence demonstrating the business has considered viable locations outside of Moreno Valley's service territory including but not limited to incentive offer letters from competing states, local jurisdictions and economic development organizations and/or real estate sale and lease agreements for competing sites, or
 - c. Substantial evidence documenting the imminent threat of facility closure, including but not limited to letters from business owners or appropriate corporate officers documenting the circumstances which have led to this imminent threat and why the Business Retention Rate is necessary to retain the business within Moreno Valley Utility's service territory.
3. The Customer must agree to maintain a minimum level of load for five years from the date service is first rendered as set forth in the Economic Development Rate Agreement for Business Retention.

Territory

Within the entire territory served by Moreno Valley Utility.

Rates

Except as provided herein, or in the Economic Development Business Retention Rate Agreement, all charges and provisions of the customer's otherwise applicable rate schedule shall apply. The applicable Energy Charge and Demand Charge under the customer's otherwise applicable rate schedule will be reduced as follows:

- Year 1 20%
- Year 2 20%

Proposed by the Moreno Valley Utility
Date Adopted: September 23, 2014

- Year 3 20%
- Year 4 0%
- Year 5 0%

Special Conditions

1. Term: Economic Development Rate Agreement for Business Retention entered into under this Schedule shall be for a single five-year term.
2. Approval: Application of this Rate Schedule shall be subject to the approval of the Public Works Director or his designee, based on meeting the eligibility criteria outlined herein.
3. Agreement: The customer must sign a standard Moreno Valley Economic Development Rate Agreement for Business Retention in order for the rates under this Schedule to be applicable. In addition to the terms of this Schedule, the Economic Development Rate Agreement for Business Retention shall require the customer to reimburse Moreno Valley for all rate reductions received under this Schedule, if the customer fails to maintain the required minimum load during the five-year term of the Agreement.
4. Minimum Load: All customers must agree to maintain a minimum level of load for five years from the date service is first rendered under this Schedule as set forth in the Economic Development Rate Agreement for Business Retention.
5. State Mandated Public Purpose Charge: All bills rendered under this Schedule shall be subject to the Public Purpose Charge as established by the City Council.
6. Miscellaneous Fees and Charges: Rates charged pursuant to this Schedule shall be subject to any Energy Users Taxes, Utility Users Taxes, and any other governmental taxes, duties, or fees which are applicable to Electric Service provided to Customer by the City of Moreno Valley. Rates are also subject to adjustment, as established by the City of Moreno Valley City Council in response to federal or state climate change laws, renewable portfolio standard or other mandated legislation. These adjustments may include but are not limited to charges to mitigate the impacts of greenhouse gas emissions or “green power” premiums.
7. Effective Date: The Agreement becomes effective upon execution by the parties, and the Economic Development Business Retention Rate commences with the customer’s normal billing cycle following execution of the Agreement by both parties.

8. Restrictions: Residential customers, small commercial customers, and federal, state or local government agencies are not eligible to apply for service under this Schedule.



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: September 23, 2014

TITLE: 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

RECOMMENDED ACTION

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.

SUMMARY

This report recommends steps to amend the City's Business License Program to create an exception for owners of single family residential rental properties who own five or less properties and require that they only pay one business license fee, currently \$61, rather than one fee per property.

To accomplish this objective, staff recommends that the Council adopt Ordinance No. 881 and amend Section 5.02.085 of Title 5 of the Municipal Code to reflect the change in the definition of Branch Establishments. As it is currently written, Section 5.02.085 of Title 5 of the Municipal Code states that each physical location for a business shall be required to pay the business license fee as if it were a separate business. The proposed Ordinance will add an exception to this requirement for single family residential rental properties where property owners own five or less properties.

This proposal was agendized for presentation to the City Council's Finance Sub-Committee on February 18, 2014.

DISCUSSION

Section 5.02.085 of Title 5 of the Municipal Code sets forth that a separate Business License Fee will be charged for each fixed place of business. Therefore, businesses that have multiple branches or locations of operation will be charged a business fee and tax for each physical location.

In 2013 local investors in single family residential rental properties asked that the City review its practice of charging a separate Business License Fee, currently priced at \$61 based on the current fee schedule, for each location or rental property. For investors that held multiple properties, they were required to pay a separate business license fee for each property.

The Treasury Operations Division staff performed an analytical review of the business license/tax data maintained within the business tracking software related to single family residential rental property ownership within the City in order to develop a profile of this population and to define this issue. A summary of that data has been provided.

Total number of Single Family Residential Properties 1,380
Number of individual property owners 669

Comparison of Ownership Size and Properties Held				
	# of Owners		# of Properties	
One property	575	86%	575	42%
2 to 5 properties	71	11%	189	14%
6 to 10 properties	9	1%	67	4%
11 to 20 properties	6	1%	91	7%
Over 20 properties	8	1%	458	33%
Total	669	100%	1,380	100%

Based on the table above, we can see that 97% of the owners of single family residential rental property own between one and five properties and account for approximately 56% of the properties. The original request to review the fee charging practice was from the family based or small investors. The intent that was expressed at that time was to provide a level of relief for those investors who were making these investments to provide for retirement or other similar investment goals. This is in contrast to the large corporate investor or hedge fund that may have bought these properties as a result of the mortgage foreclosure crisis and are looking to hold the properties as rental property for the short-term and then resell when the housing market recovers and home prices rise.

Staff is recommending that section 5.02.085 of the Municipal Code be amended to add a paragraph that would provide an exception for owners of single family residential rental properties who own five or less properties and require that they only pay one business license fee, currently \$61, rather than one fee per property. As shown in the table above, this change would impact 71 property owners and would result in only charging for 71 business license fees rather than the fee being charged to each of the 189 properties that are held by those property owners. The fiscal impact of this change is discussed below.

ALTERNATIVES

1. Introduce the proposed Ordinance, an Ordinance of the City Council of Moreno Valley, California, amending section 5.02.085 of Title 5 of the City of Moreno Valley Municipal Code. This amendment would provide an exception for owners of single family residential rental properties who own five or less properties and require that they only pay one business license fee, currently \$61, rather than one fee per property.
2. Do not approve the proposed Ordinance, an Ordinance of the City Council of Moreno Valley, California, amending section 5.02.085 of Title 5 of the City of Moreno Valley Municipal Code and provide staff with additional direction.

Staff recommends Alternative 1.

FISCAL IMPACT

Enacting this Ordinance would result in a reduction in business license revenues by approximately \$7,200. Under the fee structure that currently exists, the City would charge the Business License Fee of \$61 to all 1,380 single family residential rental properties for total revenues of approximately \$84,000. Under the proposed fee structure the business license fee would be reduced by applying the exception to 118 properties (189 properties less 71 owners=118) resulting in estimated revenues from the business license fee as related to the single family residential property holders totaling \$77,000. In order to provide some perspective on how this change would impact the revenue budget, consider that on a city-wide basis the current Business License Fee of \$61 is applied to all businesses in the Business License program (approximately 7,000 businesses) totaling approximately \$427,000 annually.

Due to the minor nature of the proposed financial impact that this action would have on revenues, we are not recommending any amendment to the FY 14-15 revenue budget at this time.

CITY COUNCIL GOALS

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

NOTIFICATION

Published Agenda

ATTACHMENTS

Attachment 1: Proposed Ordinance amending Section 5.02.085 of Title 5 of the City of
Moreno Valley Municipal Code

Attachment 2: Proposed Ordinance – Redline Copy

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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 five (5) 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 14th day of October, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Ordinance No. 881
Date Adopted: October 14, 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 September 23, 2014 and had its second reading on October 14, 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 14th 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 14, 2014

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ORDINANCE NO. ____

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 five (5) or less individual properties will be required to pay one license fee per owner rather than a license fee for each location.

~~D~~ ~~C~~. 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~~ ~~D~~. 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 14th day of October, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. 2
Date Adopted: **October 14, 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. _____ had its first reading on **September 23, 2014** and had its second reading on **October 14, 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 **14th** day of **October, 2014**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Ordinance No. 3
Date Adopted: **October 14, 2014**

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