

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

April 22, 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 Mel Alonzo, ADA Coordinator, at 951.413.3705 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Victoria Baca, Mayor Pro Tem
Jesse L. Molina, Council Member

Tom Owings, Mayor

Richard A. Stewart, Council Member
Yxstian Gutierrez, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
April 22, 2014

CALL TO ORDER – 5:30 PM

SPECIAL PRESENTATIONS

1. Recognition of Environmental and Historical Preservation Board Poster Contest Winners
2. Police Officer of the 4th Quarter 2013 - Officer Julio Olguin
3. Police Officer of the 2013 - Officer Richard Dixon
4. Proclamation Recognizing National Day of Prayer

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

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

**REGULAR MEETING - 6:00 PM
APRIL 22, 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

Captain Julius Murphy - The Salvation Army Moreno Valley Corps

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 APRIL 8, 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 April 2-15, 2014.

A.4 APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014/15 – 2018/19 (Report of: Public Works Department)

Recommendations

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.
2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.

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3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2014/15 budget approval process

A.5 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATION FOR THE TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) PROGRAM
(Report of: Public Works Department)

Recommendation:

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

A.6 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CYCLE 1 CITYWIDE PAVEMENT RESURFACING - PROJECT NO. 801 0003 70 77
(Report of: Public Works Department)

Recommendations

1. Award the construction contract to All American Asphalt, P.O. Box 2229, Corona, California 92878, the lowest responsible bidder, for the Cycle 1 Citywide Pavement Resurfacing.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$4,244,152.00 (\$3,858,320.00 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 All American Asphalt up to, but not exceeding, the 10% contingency amount of \$385,832.00, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to All American Asphalt, if no claims are filed against the project.
6. Authorize the appropriation of \$699,224 as expense in the Capital Projects Reimbursements fund (Fund 3008) for the construction phase of the Cycle 1 Citywide Pavement Resurfacing project.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC SAFETY BUILDING BALLISTIC GLASS PROJECT
(Report of: Police Department)

Recommendations

1. Accept the work as complete for the Public Safety Building constructed by Rasmussen Brothers Construction Company, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Chief Financial Officer to release the retention to Rasmussen Brothers Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

A.8 PA09-0022 (PM 36207) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – AI CALIFORNIA, LLC, RIVERSIDE, CA, 92507
(Report of: Public Works Department)

Recommendations

1. Accept the Agreement and Security for Public Improvements for AI California, LLC.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
5. Approve Parcel Map 32607.
6. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.9 PA09-0022 (PM 32607) – APPROVE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F-2, STAGE 2 AND LINE F-16, STAGE 1 ASSOCIATED WITH THE ALDI DISTRIBUTION FACILITY, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER

CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND AI CALIFORNIA, LLC
(Report of: Public Works Department)

Recommendations

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and AI California, LLC for the Moreno Master Drainage Plan Line F-2, Stage 2 and Line F-16, Stage 1 associated with the Aldi Distribution Facility.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

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 APRIL 8, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF APRIL 8, 2014 (Report of: City Clerk's Department)

Recommendation:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF APRIL 8, 2014 (Report of: City Clerk's Department)

Recommendation:

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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 SECOND PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING

(Report of: City Clerk Department)

Recommendations That the City Council:

1. Conduct a second public hearing to review draft redistricting plans for the Councilmanic districts in the City of Moreno Valley and accept public comments.

E.2 PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS

(Report of: Fire Department)

Recommendations That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2014-31. A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs against Real Property located in the City of Moreno Valley, for Abatements of Public Nuisances and direction that said Statements of Costs Constitute a Lien upon Said properties.
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2014/2015 Riverside County property tax roll for collection.
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2014-31 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

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

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G. REPORTS

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

G.1.1 Council Member Jesse Molina reports on March Joint Powers Commission

G.2 MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE (Report of: Administrative Services Department)

Recommendations That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of March 1, 2014 to March 31, 2014.

G.3 APPOINTMENTS TO THE UTILITIES COMMISSION (Report of: City Clerk Department)

Recommendations That the City Council:

1. Appoint the applicants recommended by the Finance Subcommittee:
Roy (Pete) Bleckert (non-MVU customer)
Misty Cheng (MVU customer)
Steven LaFond (MVU customer)
Cliff Cowing (Business customer of MVU)
Larry Denman (MVU customer)
2. Direct the City Clerk to draw the names by lot to appoint one member from the list above with a term expiring June 30, 2015; appoint two members from the list above with a term expiring June 30, 2016; appoint two members from the list above with a term expiring June 30, 2017 or opt to have the Council select individuals for each of the three specified terms of office through a series of individual motions.
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.4 COUNCIL DISCUSSION REGARDING RECESS (Report of: City Clerk Department)

Recommendations That the City Council:

1. Review and select dates for Council Recess.

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

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

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - 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

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

- a) Case: *CITY OF MORENO VALLEY V. MATOSANTOS, CHIANG, ANGULO, MARCH JOINT POWERS AUTHORITY, SUCCESSOR AGENCY TO THE MARCH JOINT POWERS REDEVELOPMENT AGENCY*
 Court: Sacramento Superior
 Case No: 34-2013-80001478

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

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ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: April 16, 2014

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
April 8, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

- 1) 2013 Volunteer of the Year - Audrey Trice

- 2) Proclamations Recognizing Fire Captain Laura Germany and Reserve Fire Apparatus Engineer Janice Neighbors' Dedication to the Spark of Love Toy Drive

- 3) Employee of the Quarter 3rd Quarter 2013
Public Works – Capital Projects
Mosallam Almasri, Construction Inspector
Danny Astorga, Construction Inspector
Eddie Godinez, Construction Inspector

- 4) Business Spotlight
 - a) Crunch Fitness

 - b) Neighborhood Cyclery

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

REGULAR MEETING – 6:00 PM

April 8, 2014

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 6:20 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright

INVOCATION

Pastor Theodore Payne, IV - Quinn A.M.E. Church

ROLL CALL

Council:

Tom Owings	Mayor
Victoria Baca	Mayor Pro Tem
Yxstian Gutierrez	Council Member
Jesse L. Molina	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
Abdul Ahmad	Fire Chief
Ahmad Ansari	Public Works Director

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Joel Ontiveros
Chris Paxton
Richard Teichert
John Terell
Kathy Gross

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

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

Susan Gilmore Owings

1. Upcoming vote, recall

Sherman Jones

1. Recall website
2. Church

JoAnne Stephens

1. Support for Mayor
2. Recallers' false accusations

Hans Wolterbeek

1. General
2. Council Member Gutierrez

Bob Palomarez

1. General
2. Commented on Our Town newspaper

Chris Baca

1. General
2. Recall information

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3. False accusations

Louise Palomarez

1. Police Department
2. Supporters of recall

Remaining speakers spoke after Council Comments

Scott Heveran

1. Recall

Debra Craig

1. Mayor Tom Owings's previous comments

Deanna Reeder

1. Our Town newspaper
2. Warehouse jobs for student leadership
3. Candidate forum invitation was for all candidates

Frank Taylor (representing Community Safety Consulting Group)

1. Request for Study Session presentation conceptual program on Unmanned Arial Systems (provided handout)

Luis Mojica

1. Youth in Favor of Council

Jose Chavez

1. Public Comments

Tom Jerele, Sr.

1. Recall Impacts

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2. Candidate forums
3. Our Town newspaper

Thomas Hines (Editor of Our Town newspaper)

1. Responded to comments on Our Town Newspaper
2. Attracting businesses

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

Mayor Tom Owings opened public comments for the Consent Calendar items, which was received from Tom Jerele Sr. (A.10 & A.14) (Supports).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 25, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF MARCH 18, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.4 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (CONTINUED FROM MARCH 25, 2014 BY A VOTE 4-0-1, STEWART ABSENT)(Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.5 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of:

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April 8, 2014

City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of March 19 – April 1, 2014.

A.6 APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2014
(Report of: Financial & Management Services Department)

Recommendation:

Adopt Resolution No. 2014-27. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of February, 2014 in the amount of \$17,557,948.51.

A.7 AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATION FOR MAP-21 FUNDING FOR THE SR-60/INDIAN STREET OVERCROSSING BRIDGE AND ADOPT RESOLUTION NO. 2014-28 FOR SUBMISSION OF APPLICATION AND MATCHING FUND COMMITMENT
(Report of: Public Works Department)

Recommendations

1. Authorize the Public Works Director/City Engineer to submit the grant funding application to Caltrans for the Moving Ahead for Progress in the 21st Century Act (MAP-21) National Highway Performance Program (NHPP) and/or Surface Transportation Program (STP) for the State Route 60/Indian Street Overcrossing Bridge.
2. Approve Resolution No. 2014-28. A Resolution of the City Council of the City of Moreno Valley, California, authorizing the submittal of an application to Caltrans for the MAP-21 National Highway Performance Program and/or Surface Transportation Program and Matching Fund Commitment for the SR-60/Indian Street Overcrossing Bridge Project.

A.8 ACCEPTANCE OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S STATE TRANSPORTATION PROGRAM GRANT, AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING, AUTHORIZE AN APPROPRIATION OF FUNDS, APPROVE THE FIRST AMENDMENT WITH RBF CONSULTING, AND APPROVE THE CALTRANS AMENDMENT TO COOPERATIVE AGREEMENT FOR THE SR-60/THEODORE STREET INTERCHANGE IMPROVEMENTS – PROJECT NO. 801 0052 70 77
(Report of: Public Works Department)

Recommendations

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1. Accept the Riverside County Transportation Commission's (RCTC) State Transportation Program (STP) grant award amount of up to \$964,000 for the Project Approval and Environmental Documentation (PA&ED) phase of the SR-60/Theodore Street Interchange Improvements project.
2. Authorize the City Manager to execute a Memorandum of Understanding (MOU) with RCTC when it is received for the SR-60/Theodore Street Interchange Improvements project, subject to approval of the City Attorney.
3. Authorize the Chief Financial Officer to appropriate \$964,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 3008) for the PA&ED phase of the SR-60/Theodore Street Interchange Improvements project.
4. Approve the First Amendment to Agreement for Professional Consultant Services with RBF Consulting to provide additional project approval and environmental documentation services for the SR-60/Theodore Street Interchange Improvements project for \$535,012.
5. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with RBF Consulting.
6. Authorize a Change Order to increase the Purchase Order with RBF Consulting for the amount of \$535,012 when the First Amendment has been signed by all parties.
7. Approve the Amendment No. 1 to Cooperative Agreement (District Agreement No. 08-1562 A/1) with the State of California Department of Transportation (Caltrans), authorize the City Manager to execute the Amendment to Cooperative Agreement with Caltrans, and authorize the City Manager to approve any changes that may be requested by Caltrans or the City, subject to the approval of the City Attorney.
8. Authorize the City Manager to execute any future amendments to the MOU and to the Cooperative Agreement, if needed, subject to the approval of the City Attorney.
9. Authorize the return of \$608,000 to the Measure A Fund Balance when the grant funding is authorized.

A.9 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO

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STEINY AND COMPANY, INC. FOR THE ITS DEPLOYMENT PHASE 1A,
PROJECT NO. 808 0006 70 76
(Report of: Public Works Department)

Recommendations

1. Award the construction contract to Steiny and Company, Inc., 12907 East Garvey Avenue, Baldwin Park, CA 91706, the lowest responsible bidder, for the ITS Deployment Phase 1A.
2. Authorize the City Manager to execute a contract with Steiny and Company, Inc.
3. Authorize the issuance of a Purchase Order to Steiny and Company, Inc., for the amount of \$383,177.30 (\$348,343 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 Steiny and Company, Inc. up to, but not exceeding, the contingency amount of \$34,834.30, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system and release the retention to Steiny and Company, Inc., if no claims are filed against the project.
6. Authorize the appropriation of \$220,000 from the unencumbered Development Impact Fees (DIF) Traffic Signal (Fund 3302) fund balance for the construction costs for the ITS Deployment Phase 1A (3302-70-76-80008) project.

A.10 ACCEPTANCE OF CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR CITYWIDE PEDESTRIAN COUNTDOWN SIGNAL HEAD IMPROVEMENTS PROJECT NO. 808 0014 70 76 AND SAFE ROUTE TO SCHOOL PUBLIC OUTREACH PROGRAM PROJECT NO. 801 0056 70 76

(Report of: Public Works Department)

Recommendations

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 6 grant award of up to \$440,300 in funds for the Citywide Pedestrian Countdown Signal Head Improvements Project with a City match of \$49,100, as well as up to \$375,800 in funds for the Safe Route to School Public

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Outreach Program with a City match of \$41,800.

2. Authorize the Chief Financial Officer to appropriate \$440,300 as revenue and expense in DIF Traffic Signal Capital Project Fund (Fund 3302), and the \$49,100 local match requirement as expense in the DIF Traffic Signal Capital Project Fund (Fund 3302) for the Citywide Pedestrian Countdown Signal Head Improvements Project, as well as \$375,800 as revenue and expense in the Capital Projects Reimbursements Fund (Fund 3008), and the \$41,800 local match requirement as expense in the Measure A Fund (Fund 2001).
3. Amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include the Citywide Pedestrian Countdown Signal Head Improvements Project as well as the Safe Route to School Public Outreach Program as funded projects.

- A.11 ACCEPTANCE OF CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT AND FUNDING APPROPRIATION FOR ALESSANDRO BOULEVARD AND GRAHAM STREET IMPROVEMENTS PROJECT NO. 801 0057 70 77
(Report of: Public Works Department)

Recommendations

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 6 grant award of up to \$612,000 in funds for the Alessandro Boulevard and Graham Street Improvements Project with a City match of \$75,000.
2. Authorize the Chief Financial Officer to appropriate \$612,000 as revenue and expense in the Capital Projects Reimbursements fund (Fund 3008), and the \$75,000 local match requirement as expense in the Measure A Fund (Fund 2001) for the Alessandro Boulevard and Graham Street Improvements Project.
3. Amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include the Alessandro Boulevard and Graham Street Improvements Project as a funded Street Improvement.

- A.12 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO PACIFIC UTILITY INSTALLATION, INC. FOR 33 KV SUBSTATION, PROJECT NO. 805 0021 70 80
(Report of: Public Works Department)

Recommendations

1. Award the construction contract to Pacific Utility Installation, Inc., the lowest responsible bidder, for the 33 kV Substation.

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2. Authorize the City Manager to execute a contract with Pacific Utility Installation, Inc.
3. Authorize the issuance of a Purchase Order to Pacific Utility Installation, Inc., for the amount of \$976,398.34 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 Pacific Utility Installation, Inc. up to, but not exceeding, the contingency amount of \$88,763.49, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to Pacific Utility Installation, if no claims are filed against the project.
6. Authorize the re-appropriation of \$72,367 from the Centerpointe-Crosstown Feeder from JFK and Perris to Heacock and Cactus project to the Moval South 33 kV Substation project.

A.13 APPROVE MUTUAL ASSISTANCE AGREEMENT WITH THE CALIFORNIA UTILITIES EMERGENCY ASSOCIATION (CUEA)
(Report of: Public Works Department)

Recommendations

1. Approve the Mutual Assistance Agreement with the California Utilities Emergency Association.
2. Authorize the City Manager to execute the Agreement.

A.14 APPROVE THE TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT AND AUTHORIZE THE APPROPRIATION OF REIMBURSEMENT FUNDS FROM WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) TO THE CITY OF MORENO VALLEY FOR THE CONSTRUCTION PHASE OF THE HEACOCK STREET IMPROVEMENTS FROM THE PERRIS VALLEY STORM DRAIN (LATERAL "A") TO SAN MICHELE ROAD, PROJECT NO. 801 0027 70 77
(Report of: Public Works Department)

Recommendations

1. Approve a Transportation Uniform Mitigation Fee (TUMF) Program Agreement for \$1,629,676 in TUMF Program Funds from the Western Riverside Council of Governments (WRCOG) to the City of

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Moreno Valley for the Construction Phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road.

2. Authorize the City Manager to execute the TUMF Program Agreement between WRCOG and the City of Moreno Valley for the Construction Phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road, and approve any changes that may be requested by WRCOG or the City, subject to the approval of the City Attorney.
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Program Agreement between the WRCOG and the City of Moreno Valley for the construction phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road.
4. Authorize the Chief Financial Officer to appropriate \$1,629,676 as revenue and expense in the TUMF Capital Projects fund (Fund 3003) and \$100,000 as expense in the Measure A Fund (Fund 2001) for the construction phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road.
5. Amend the Fiscal Year 2013/2014 Adopted Capital Improvement Plan (CIP) to reflect the funding of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road, Project No. 801 0027 70 77 per the approved TUMF Program Agreement.

- A.15 ADOPT RESOLUTION NO. 2014-29 ESTABLISHING AN AGREEMENT WITH THE FEDERAL BUREAU OF INVESTIGATION AUTHORIZING CERTAIN CITY STAFF IN THE MORENO VALLEY FIRE DEPARTMENT, AS DETERMINED BY THE FIRE CHIEF, ACCESS TO FEDERAL SUMMARY CRIMINAL HISTORY INFORMATION
(Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2014-29. A Resolution of the City Council of the City of Moreno Valley, California, establishing an agreement with the Federal Bureau of Investigation authorizing certain City staff in the Moreno Valley Fire Department, as determined by the Fire Chief, access to federal summary criminal history information.

- A.16 ACCEPTANCE OF THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC) CLEAN TRANSPORTATION FUNDING PROGRAM AWARD

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(Report of: Public Works Department)

Recommendations

1. Accept the grant award of up to \$105,000 from the Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Funding 2013 Local Government Match Program awarded by South Coast Air Quality Management District (SCAQMD).
2. Authorize the Public Works Director/City Engineer to execute a contract with SCAQMD when it is received for the MSRC Clean Transportation Funding 2013 Local Government Match Program, subject to approval of the City Attorney.
3. Amend the Fiscal Year (FY) 2013/14 Adopted Capital Improvement Plan to include the MSRC Clean Transportation Funding 2013 Local Government Match Program funding the Project No. 801 0049 70 76-3008, Bike Lane Improvements and Project No. 805 0026 70 80-6011, Electric Vehicle Charging Infrastructure.
4. Authorize the following revenue appropriations: \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs. \$15,000 in the Electric-Restricted Fund (Fund 6011) for electric vehicle charging infrastructure.
5. Authorize the following expenditure appropriations: \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs. \$15,000 in the Electric-Restricted Assets Fund (Fund 6011) for the electric vehicle charging infrastructure grant award \$15,000 in the Electric-Restricted Assets Fund (Fund 6011) for the electric vehicle charging infrastructure local match.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF MARCH 25, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

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B.3 MINUTES - SPECIAL MEETING OF MARCH 18, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.4 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (CONTINUED FROM MARCH 25, 2014 BY A VOTE OF 4-0-1, STEWART ABSENT)(Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 25, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.3 MINUTES - SPECIAL MEETING OF MARCH 18, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.4 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (CONTINUED FROM MARCH 25, 2014 BY A VOTE OF 4-0-1, STEWART ABSENT)(Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 25, 2014 (Report of: City Clerk's Department)

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Recommendation:

Approve as submitted.

- D.3 MINUTES - SPECIAL MEETING OF MARCH 18, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

- D.4 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (CONTINUED FROM MARCH 25, 2014 BY A VOTE OF 4-0-1, STEWART ABSENT)(Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2. Council Member Stewart abstaining on Items A.2, B.2, C.2 and D.2 by m/Mayor Pro Tem Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING (Report of: City Clerk Department)

Recommendations That the City Council:

Conduct a public hearing to review draft redistricting plans for the Councilmanic districts in the City of Moreno Valley and receive public comments.

Mayor Tom Owings opened the public testimony portion of the public hearing, which were received from Deanna Reeder (supports), Christopher Baca (supports), Susan Gilmore Owings (supports), Bob Palomarez (supports), Louise Palomarez (supports), Barbara Wolterbeek (supports), Mike McCoy (supports), and Tom Jerele, Sr.

No action required.

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

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational

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Oral Presentation - not for Council action)

G.1.1 Council Member Jesse Molina reports on Riverside Transit Agency (RTA)

Council Member Jesse Molina reported: Metrolink is proposing to add four new trains along the 91 line during peak periods. RTA held a Public Hearing to discuss modifications to various commuter Routes to coincide with the proposed increase to Metrolink service.

As part of this, the RTA Executive Board approved modifications to various routes, including Route 210, which serves the Moreno Valley Mall. Two trips would be added for eastbound weekday service and one additional trip for westbound weekday service.

Details are still being worked out with RCTC and the railroad, with the new service expected to begin later this year.

G.2 DECLARING INTENTION TO FORM A LANDSCAPE MAINTENANCE DISTRICT AND TRANSITION CERTAIN EXISTING CSD ZONE E AREAS TO THE NEWLY FORMED DISTRICT WITH NO INCREASES TO THE PARCEL CHARGES PREVIOUSLY APPROVED BY THE PROPERTY OWNERS

(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2014-02. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Form Moreno Valley Community Services District Landscape Maintenance District 2014-02 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District.
2. Adopt Resolution No. CSD 2014-03. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the Formation of Moreno Valley Community Services District Landscape Maintenance District 2014-02 and the Levy of an Assessment in Fiscal Year 2014/15 Against Real Property in that District.
3. Adopt Resolution No. CSD 2014-04. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Form Moreno Valley Community Services District Landscape Maintenance District 2014-02 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District.

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

Adopt Resolution No. CSD 2014-02. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Form Moreno Valley Community Services District Landscape Maintenance District 2014-02 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Richard A. Stewart, s/Board Member Jesse L. Molina

Approved by a vote of 5-0.

Adopt Resolution No. CSD 2014-03. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the Formation of Moreno Valley Community Services District Landscape Maintenance District 2014-02 and the Levy of an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Yxstian Gutierrez, s/Board Member Richard A. Stewart

Approved by a vote of 5-0.

Adopt Resolution No. CSD 2014-04. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Form Moreno Valley Community Services District Landscape Maintenance District 2014-02 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Jesse L. Molina, s/Vice President Victoria Baca

Approved by a vote of 5-0.

- G.3 DECLARING INTENTION TO FORM A LIGHTING MAINTENANCE DISTRICT AND TRANSITION CSD ZONE B TO THE NEWLY FORMED DISTRICT WITH NO INCREASES TO THE PARCEL CHARGES PREVIOUSLY APPROVED BY THE PROPERTY OWNERS
(Report of: Financial & Management Services Department)

Recommendations That the CSD:

1. Adopt Resolution No. CSD 2014-05. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Form Moreno Valley Community Services District Lighting Maintenance District 2014-01 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that

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District.

2. Adopt Resolution No. CSD 2014-06. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the Formation of Moreno Valley Community Services District Lighting Maintenance District 2014-01 and the Levy of an Assessment in Fiscal Year 2014/15 Against Real Property in that District.
3. Adopt Resolution No. CSD 2014-07. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Form Moreno Valley Community Services District Lighting Maintenance District 2014-01 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District.

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

Adopt Resolution No. CSD 2014-05. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Form Moreno Valley Community Services District Lighting Maintenance District 2014-01 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Richard A. Stewart, s/Board Member Yxstian Gutierrez

Approved by a vote of 5-0.

Adopt Resolution No. CSD 2014-06. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the Formation of Moreno Valley Community Services District Lighting Maintenance District 2014-01 and the Levy of an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Jesse L. Molina, s/Vice President Victoria Baca

Approved by a vote of 5-0.

Adopt Resolution No. CSD 2014-07. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Form Moreno Valley Community Services District Lighting Maintenance District 2014-01 and to Levy an Assessment in Fiscal Year 2014/15 Against Real Property in that District by m/Board Member Richard A. Stewart, s/Board Member Jesse L. Molina

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Approved by a vote of 5-0.

- G.4 APPROVE RESOLUTION NO. 2014-30 ESTABLISHING THE EMERGING LEADERS COUNCIL
(Report of: City Manager Department)

Recommendations That the City Council:

1. Approve Resolution No. 2014-30. A Resolution of the City Council of the City of Moreno Valley, California, Establishing an Emerging Leaders Council.
2. Appoint one member of the City Council to act as liaison/advisor to the Emerging Leaders Council.

Mayor Tom Owings opened the item for public comments, which was received from Luis Mojica (supports).

Approve Resolution No. 2014-30. A Resolution of the City Council of the City of Moreno Valley, California, Establishing an Emerging Leaders Council as amended to read Student Mayor and Student Vice Mayor by m/Mayor Tom Owings, s/Council Member Yxstian Gutierrez

Approved by a vote of 4-1, Council Member Richard A. Stewart opposed.

Appoint Council Member Gutierrez of the City Council to act as liaison/advisor to the Emerging Leaders Council by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 4-0-1, Council Member Richard A. Stewart abstained.

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

City Manager Michelle Dawson reported on the following:

A free private social networking site (MoVal Neighbors) is using technology by NextDoor.com to facilitate neighbor to neighbor communication. Encouraged residents to sign up on the NexDoor.com Website and start getting to know neighbors. Thanked Michele Patterson for getting this program started.

Public Safety EXPO 2014 will be held this Saturday, April 12, from 10 - 2 by the Public Safety Building. Events include demonstration of Citywide

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camera system program, tour of the Emergency Operations Center, vehicle display and information booths.

Animal Services is hosting a Pet in the Park Adoption Day this Saturday at Sunnymead Park. At the same location, we will be having an Annual Easter Egg Hunt beginning at 9:00 a.m.

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

The case entitled Sierra Club v City of Moreno Valley filed in Riverside Superior Court as case number 1302117 was dismissed on March 21, 2014.

H. LEGISLATIVE ACTIONS

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE 874 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, LEVYING A SPECIAL TAX IN CONNECTION WITH THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND TAKING CERTAIN RELATED ACTIONS (INTRODUCTION AND FIRST READING ON MARCH 25, 2014 BY A 4-0-1 VOTE, STEWART ABSENT (Financial & Management Services Department)

Recommendations That the City Council:

Adopt Ordinance No. 874. An Ordinance of the City Council of the City of Moreno Valley, California, Levying a Special Tax in Connection with City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Taking Certain Related Actions

Adopt Ordinance No. 874. An Ordinance of the City Council of the City of Moreno Valley, California, Levying a Special Tax in Connection with City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Taking Certain Related Actions by m/Council Member Jesse L. Molina, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

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H.4 RESOLUTIONS - NONE

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

Council Member Jesse Molina announced that American Cancer Society Relay for Life of Moreno Valley will be held at Valley View High School on April 26-27; encouraged everyone to come and join in the fun.

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:15 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 22, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

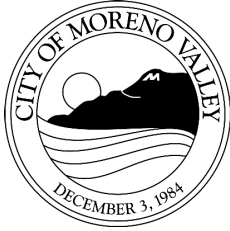
1. Receive and file the Reports on Reimbursable Activities for the period of April 2-15, 2014.

<i>Reports on Reimbursable Activities</i>			
April 2-15, 2014			
Council Member	Date	Meeting	Cost
Victoria Baca	4/11/14	Moreno Valley Historical Society Dinner	\$30.00
Yxstian A. Gutierrez		None	
Jesse L. Molina	4/9/14	Community Connect Annual Volunteer Recognition Banquet	\$40.00
	4/11/14	Moreno Valley Historical Society Dinner	\$30.00
Tom Owings	4/11/14	Moreno Valley Historical Society Dinner	\$30.00
Richard A. Stewart	4/2/14	Riverside Sheriff's Department Awards Ceremony	\$20.00

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: April 22, 2014

TITLE: APPROVE THE CITY OF MORENO VALLEY'S FIVE-YEAR MEASURE A LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PLAN (CIP) AND MAINTENANCE OF EFFORT (MOE) CERTIFICATION STATEMENT FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) MEASURE A LOCAL FUNDS PROGRAM, FISCAL YEAR (FY) 2014/15 – 2018/19

RECOMMENDED ACTION

Recommendations:

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.
2. Authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19.
3. Authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2014/15 budget approval process

BACKGROUND

The Riverside County Transportation Commission Ordinance No. 02-001, as enacted pursuant to the provisions of Division 25 of the Public Utilities Code, specifies that local cities and counties must submit an annual Five-Year CIP to receive Measure A funds. RCTC requires local agencies to submit their FY 2014/15 – 2018/19 Five Year CIP for

Measure A by May 12, 2014. The program is subject to amendment after review and approval by RCTC. The City of Moreno Valley has received Measure A funds (local sales tax) for expenditures on local streets since November 1989.

DISCUSSION

Measure A is a major funding source for transportation infrastructure improvements. The City is scheduled to receive \$3,354,000 in Measure A revenue by FY 2013/14 year-end and \$3,586,000 in funding for FY 2014/15.

RCTC requires all local jurisdictions to submit an annual five-year CIP for continued receipt of Measure A Local Streets and Roads funds. As required by RCTC, the attached tables include the actual FY 2013/14 Measure A budget approved by Council, as well any budget appropriation adjustments during the fiscal year. Additional tables include proposed projects for FY 2014/15 and planned projects for FY 2015/16 through FY 2018/19. The listed projects are consistent with the City's Capital Improvement Program. All identified projects meet the criteria for Measure A funding. The annual debt service obligations in the Measure A fund considerably impact the availability of this revenue source for construction of new CIP projects in future years.

The projects are included in the Measure A Five-Year CIP to satisfy RCTC Ordinance No. 02-001. Although RCTC requires this information by May 12, 2014, the City Council may make any changes to the list of projects as part of the City's annual CIP budget approval process. City staff can forward the amended Measure A project list to RCTC once the City's budget is approved.

RCTC Ordinance No. 02-001 also requires the City to provide an executed MOE Certification Statement indicating that Measure A funds will not replace local discretionary funds used for the City's transportation issues, but will be in addition to the City's funds for transportation purposes. The MOE base year amount, approved by the RCTC at its July 2011 meeting, is \$1,459,153. The MOE requirement is met by the Public Works Department General Fund operating budgets and by a contribution from the General Fund to the Gas Tax Fund.

ALTERNATIVES

1. Approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19, authorize submittal of the RCTC Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program, FY 2014/15 – 2018/19, and authorize staff to submit an amended five-year plan to RCTC if changes are made by City Council to the listed Measure A projects as part of the upcoming FY 2014/15 CIP budget approval process. *This alternative allows the City to continue receiving Measure A revenue annually to fund significant roadway and other transportation related infrastructure improvements.*

2. Do not approve the City of Moreno Valley's Five-Year Measure A Local Streets and Roads CIP and MOE for the RCTC Measure A Local Funds Program FY 2014/15 – 2018/19. *This alternative eliminates Measure A funding for the City, significantly affecting the ability to deliver critical CIP projects.*

FISCAL IMPACT

The timely approval and submittal of the Five-Year CIP by May 12, 2014, ensures continued receipt of Measure A funds for FY 2014/15. City staff can forward an amended Measure A project list to RCTC once City Council approves the FY 14/15 City CIP budget. Measure A funds can only be used for transportation related projects.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

The City of Moreno Valley is required to submit an annual Five-Year CIP for Measure A projects and a MOE certification for continued receipt of Measure A funds.

ATTACHMENTS

ATTACHMENT 1: FY 2014/15 MOE Certification Statement

ATTACHMENT 2: Riverside County Transportation Commission, Measure A Local Funds Program, Project Status Report FY 2013/14 for the City of Moreno Valley

ATTACHMENT 3: Riverside County Transportation Commission, Measure A Local Funds Program, FY 2014/15 – 2018/19, for the City of Moreno Valley

Prepared By:
Linda Wilson
Senior Management Analyst

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

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

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***FY 2014/15 MAINTENANCE OF EFFORT
CERTIFICATION STATEMENT***

The undersigned agrees and certifies for the city of Moreno Valley (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of \$1,459,153, approved by the Commission at its July 13, 2011 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction or loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____, 2014

CITY MANAGER

ATTEST:

SECRETARY

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**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
PROJECT STATUS REPORT FY 2013-2014**

Agency: City of Moreno Valley
Page 1 of 1
Prepared by: Linda Wilson
Phone #: (951) 413-3132
Date: April 22, 2014

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds	Estimated Completion	Status
1	Measure A Program Budget	Program Budget	448,794	448,794	NA	Annual Program
2	Citywide Signing/Striping	Operating Budget	200,000	200,000	NA	Annual Budget
3	Street Maintenance Vehicle/Equipment Program	Street Vehicles	710,000	710,000	Jun-16	On-going annual program
4	Indirect Cost Rate	Overhead	268,320	268,320	NA	Annual
5	Corporate Yard Loan Repayment	Loan for Nason/Cactus Street Improvements	2,500,000	2,500,000	Sep-18	Completed
6	MVU Substation Loan Repayment	Loan for Nason/Cactus Street Improvements	150,000	150,000	Jan-14	Completed
7	Alessandro Boulevard/ Elsworth Street Intersection Improvements	Street Improvements	840,249	79,791	Sep-16	Design in progress
8	Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	964,251	172,093	Aug-14	Construction May - August 2014
9	Alessandro Boulevard Pavement Modification	Street Improvements	110,712	110,712	Aug-14	Construction May - August 2014
10	Annual ADA Compliant Curb Ramps	Street Improvements	283,508	200,000	NA	On-going annual project
11	Bike Lane Improvements	Street Improvements	76,042	76,042	May-14	Under construction
12	Bridge Repair Maintenance Program	Bridge	10,000	10,000	NA	On-going annual project
13	Citywide Annual Pavement Resurfacing Program	Street Improvements	5,456,354	1,372,354	NA	On-going annual project
14	Citywide Traffic Sign Retroreflectivity Inventory	Traffic Signal Inventory	61,713	61,713	Jun-16	On-going
15	Delphinium Avenue Sidewalk Improvements	Street Improvements	456,444	40,973	Jan-15	Design completed
16	Heacock St. Bridge/Perris Valley Storm Drain Lateral "A"	Bridge	11,457	3,113	Oct-12	Completed - Project Closeout
17	Heacock Street South Extension	Street Improvements	344,909	344,909	Subject to available funding	Design in progress
18	Indian Street / Manzanita Avenue Intersection Reconfiguration	Street Improvements	81,622	81,622	Feb-14	Completed
19	Moreno Valley Bicycle Master Plan Update	Street Improvements	147,721	11,471	Dec-14	On-going
20	Nason Street/Cactus Avenue Street Improvements	Street Improvements	589,938	89,202	May-13	Completed - Project Closeout
21	Pavement Management Program	Street Improvements	21,601	21,601	NA	On-going annual project
22	Pavement Rehabilitation Program (formerly Slurry Seal Program)	Resurface	127,678	127,678	NA	On-going annual project
23	Reche Vista Dr. Realignment/Perris Blvd./Heacock St. to North City Limits	Street Improvements	4,935	4,935	Jun-18	Research construction funding
24	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	105,399	105,399	NA	On-going Annual Project
25	San Timeoteo Foothill Storm Drain K-1 & K-4	Street & Storm Drain Imprv	1,500,000	57,692	Apr-16	Design in progress
26	SR-60/Nason St. Interchange	Street Improvements	162,281	162,281	Jun-12	Completed - Project Closeout & audit
27	SR-60/Theodore Street Interchange	Street Improvements	2,129,644	2,000,000	Subject to available funding	PA&ED
28	Street Improvement Program (SIP)	Street & Storm Drain Imprv	3,425,626	723,315	NA	On-going annual project
29	Sunnymead Boulevard / SR-60 On-Ramp Intersection Improvements	Street Improvements	453,567	19,967	Subject to available funding	Design in progress
30	Traffic Signal Equipment/Upgrades	Traffic Signal	104,458	104,458	NA	On-going annual project
31	Wayfinding and Welcome Signs	Street Improvements	125,036	30,000	Dec-13	Completed
		TOTALS	21,872,259	10,288,435		

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**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2015 - 2019**

Agency: City of Moreno Valley

Page 1 of 6

Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Estimated Prior Year Measure A Balance:	7,712,002
Estimated FY 2014-2015 Measure A Allocation:	3,586,000
*Estimated FY 2014-2015 Grant Revenue:	3,933,100
Estimated Measure A Available for FY 2014-2015 Projects:	15,231,102

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
2014-2015				
1	Measure A Program Budget	Program Budget	398,794	398,794
2	Traffic Signal Maintenance	Operating Budget	200,000	200,000
3	Street Maintenance Vehicle/Equipment	Equipment Budget	200,000	200,000
4	Indirect Cost Rate	Overhead	286,880	286,880
5	Library Loan Repayment	Loan for Nason/Cactus Street Improvements	750,000	750,000
6	Transfers to TRIP Debt Service	Debt Service	991,313	991,313
7	Transfers to 2005 Lease Revenue Bond Debt Service	Debt Service	1,117,000	1,117,000
8	*Alessandro Boulevard/Elsworth Street Intersection Improvements	Street Improvements	670,000	670,000
9	*Alessandro Boulevard at Chagall Court and at Graham Street	Street Improvements	642,000	642,000
10	*Alessandro Boulevard Median/Indian Street to Perris Boulevard	Street Improvements	888,751	888,751
11	Annual ADA Compliant Curb Ramp Upgrades	Street Improvements	233,508	233,508
12	Aqueduct Trail	Street Improvements	425,000	85,000
13	Bike Lane Improvements	Street Improvements	41,042	41,042
14	Bridge Repair Maintenance Program	Bridge	11,000	11,000
15	*Cactus Eastbound 3rd Lane Improvements	Street Improvements	10,000	10,000
16	*Citywide Annual Pavement Resurfacing	Street Improvements	5,016,354	2,066,354
17	Citywide Traffic Sign Retroreflectivity Inventory	Traffic Signal	31,713	31,713
18	*Delphinium Avenue Sidewalk Improvements	Street Improvements	400,000	100,000

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2015 - 2019**

Agency: City of Moreno Valley

Page 2 of 6

Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
19	Dynamic Traveler Alert Message Boards	Traffic Signal	450,000	109,500
20	Heacock Street/San Michelle Road to Perris Valley Storm Drain Lateral "A"	Street Improvements	1,404,676	100,000
21	Heacock Street South Extension	Street Improvements	10,000	10,000
22	Indian Street/Cardinal Avenue Bridge	Bridge	70,000	70,000
23	Indian Street/Manzanita Avenue Intersection Reconfiguration	Street Improvements	2,000	2,000
24	Moreno Valley Bicycle Master Plan Update	Street Improvements	39,121	2,871
25	Nason Street/Cactus Avenue Street Improvements	Street Improvements	5,000	5,000
26	Pavement Rehabilitation and Slurry Seal Program	Street Improvements	110,000	110,000
27	*Perris Boulevard Widening/Ironwood Avenue to Manzanita Avenue	Street Improvements	5,944,000	1,000,000
28	Reche Vista Drive Realignment/Perris Blvd/Heacock St to North City Limits	Street Improvements	4,935	4,935
29	Residential Traffic Management Program (Speed Hump Program)	Street Improvements	56,399	56,399
30	Safe Routes to School Outreach Program	Street Improvements	417,600	41,800
31	*San Timoteo Foothill Storm Drain K-1 and K-4	Storm Drain	1,405,000	1,405,000
32	SR-60/Nason Street Interchange	Street Improvements	22,281	22,281
33	SR-60/Theodore Street Interchange	Street Improvements	1,916,000	952,000
34	*Street Improvement Program (SIP)	Street Improvements	3,340,000	1,840,000
35	*Sunnymead Boulevard/SR-60 Eastbound On-ramp Intersection Improvements	Street Improvements	339,668	339,668
36	Traffic Signal Equipment Upgrades	Traffic Signal	134,458	134,458
37	Wayfinding and Welcome Signs	Street Improvements	1,555	1,555
		TOTALS	27,986,048	15,230,822

* Projects have received reimbursable federal-aid or state grant awards budgeted in the Measure A Fund. Offsetting for the awards is estimated to mitigate Measure A expense by \$3.9 million in FY 14/15.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
2015 - 2019**

Agency: City of Moreno Valley

Page 3 of 6

Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Estimated Prior Year Measure A Balance:	280
Estimated FY 2015-2016 Measure A Allocation:	3,694,000
*Estimated FY 2015-2016 Grant Revenue:	1,000,000
Estimated Measure A Available for FY 2015-2016 Projects:	4,694,280

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
<u>2015-2016</u>				
1	Measure A Program Budget	Program Budget	398,794	398,794
2	Traffic Signal Maintenance	Operating Budget	200,000	200,000
3	Street Maintenance Vehicle/Equipment	Equipment Budget	37,500	37,500
4	Library Loan Repayment	Loan for Nason/Cactus Street Improvements	750,000	750,000
5	Transfers to TRIP Debt Service	Debt Service	991,313	991,313
6	Transfers to 2005 Lease Revenue Bond Debt Service	Debt Service	1,117,000	1,117,000
7	Citywide Annual Pavement Resurfacing	Street Improvements	1,100,000	1,100,000
TOTALS			4,594,607	4,594,607

* Projects have received reimbursable federal-aid or state grant awards budgeted in the Measure A Fund. Offsetting revenue received for the awards is estimated to mitigate Measure A expense by \$3.9 million in FY 14/15.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2015 - 2019**

Agency: City of Moreno Valley

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Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Estimated Prior Year Measure A Balance:	99,673
Estimated FY 2016-2017 Measure A Allocation:	3,805,000
Estimated Measure A Available for FY 2016-2017 Projects:	3,904,673

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
2016-2017				
1	Measure A Program Budget	Program Budget	380,000	380,000
2	Traffic Signal Maintenance	Operating Budget	175,000	175,000
3	Library Loan Repayment	Loan for Nason/Cactus Street Improvements	750,000	750,000
4	Transfers to TRIP Debt Service	Debt Service	1,481,313	1,481,313
5	Transfers to 2005 Lease Revenue Bond Debt Service	Debt Service	1,117,000	1,117,000
TOTALS			3,903,313	3,903,313

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2015 - 2019**

Agency: City of Moreno Valley

Page 5 of 6

Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Estimated Prior Year Measure A Balance:	1,360
Estimated FY 2017-2018 Measure A Allocation:	3,919,000
Estimated Measure A Available for FY 2017-2018 Projects:	3,920,360

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
2017-2018				
1	Measure A Program Budget	Program Budget	380,000	380,000
2	Traffic Signal Maintenance	Operating Budget	175,000	175,000
3	Library Loan Repayment	Loan for Nason/Cactus Street Improvements	750,000	750,000
4	Transfers to TRIP Debt Service	Debt Service	1,481,313	1,481,313
5	Transfers to 2005 Lease Revenue Bond Debt Service	Debt Service	1,117,000	1,117,000
TOTALS			3,903,313	3,903,313

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL FUNDS PROGRAM
FY 2015 - 2019**

Agency: City of Moreno Valley

Page 6 of 6

Prepared by: Linda Wilson

Phone #: (951) 413-3132

Date: April 22, 2014

Estimated Prior Year Measure A Balance:	17,047
Estimated FY 2018-2019 Measure A Allocation:	<u>4,037,000</u>
Estimated Measure A Available for FY 2018-2019 Projects:	4,054,047

Item No.	Project Name / Limits	Project Type	Total Cost	Measure A Funds
2018-2019				
1	Measure A Program Budget	Program Budget	398,794	398,794
2	Traffic Signal Maintenance	Operating Budget	200,000	200,000
3	Library Loan Repayment	Loan for Nason/Cactus Street Improvements	750,000	750,000
4	Transfers to TRIP Debt Service	Debt Service	1,481,313	1,481,313
5	Transfers to 2005 Lease Revenue Bond Debt Service	Debt Service	1,117,000	1,117,000
TOTALS			3,947,107	3,947,107



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: April 22, 2014

TITLE: AUTHORIZE SUBMISSION OF GRANT FUNDING APPLICATION FOR THE TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) PROGRAM

RECOMMENDED ACTION

Recommendation:

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

SUMMARY

This report requests that the City Council authorize the Public Works Department to submit an application for a TIGER grant to fund improvements to Heacock Street and the Heacock Channel (Cactus Avenue to Perris Valley Storm Drain Lateral A).

DISCUSSION

On March 3, 2014, the Federal government issued notice announcing the availability of funding and requesting proposals for the U. S. Department of Transportation's National Infrastructure Investments. The Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014) ("FY 2014 Appropriations Act") appropriated \$600 million to be awarded by the Department of Transportation ("DOT") for National Infrastructure Investments. This program is more commonly referred to as "TIGER Discretionary Grants". As with previous rounds of TIGER, funds for the FY 2014 TIGER program are to be awarded on a competitive basis for projects that will have a significant impact on the Nation, a metropolitan area, or a region. Primary selection criteria include existing

conditions of the project facilities, economic competitiveness, livability, environmental sustainability, safety, and project readiness. Based upon the Federal notice, project readiness is a critical selection component and is often referred to as “shovel ready.” For a project to be considered for TIGER funding, it must be ready for construction by June 2016 including all environmental clearances mandated by the National Environmental Protection Act (NEPA).

TIGER grant application packages are due to the Federal government by April 28, 2014. The City is currently pursuing funding opportunities for projects that meet the intent of the TIGER Discretionary Grant program.

After considering all the requirements of the program, staff is recommending to submit a grant application for the following project:

- Street improvements to Heacock Street and flood control channel improvements to the Heacock Channel from Cactus Avenue to the Perris Valley Storm Drain Lateral A.

The grant application will be tailored and submitted to the U.S. DOT such that the City of Moreno Valley would be the lead agency implementing the project where the Riverside County Flood Control and Water Conservation District (RCFCWCD), the March Air Reserve Base, and March Joint Powers Authority could be co-applicants in order to reflect a multi-agency collaborative project. This project is anticipated to be shovel ready by the June 2016 timeframe established by the grant program.

ALTERNATIVES

1. Authorize the submission of a grant application for the TIGER Discretionary Grants Program. *Staff recommends this action so that a grant application can be submitted to the Federal government before the April 28, 2014 deadline.*
2. Do not authorize the submission of a grant application for the TIGER Discretionary Grants Program. *If such authority is not granted, the City will not submit a grant application for the TIGER Discretionary Grants Program to the Federal government.*

FISCAL IMPACT

All applications for projects within urban areas to the TIGER Discretionary Grants Program require a commitment of 20 percent matching funding from the agency submitting the application. The estimated total project cost is \$25,000,000. Heacock Street improvements are estimated at \$5,000,000 and Heacock Channel improvements are estimated at \$20,000,000. The matching funding amount is estimated at \$5,000,000 for the project. RCFCWCD anticipates contributing approximately \$4,000,000 for the Heacock Channel improvements. The remaining matching funding of \$1,000,000 would come from available Gas Tax (Fund 2000), Measure A (Fund 2001), and/or TUMF Capital Project funds (Fund 3003). These City funds may be used

only to implement transportation related programs. If a project is selected for the TIGER Program, an Agreement between the City and FHWA (acting on behalf of the U.S. DOT) would have to be executed. The Agreement would require consideration and approval by the City Council. There is no impact to the General Fund with this action.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

PUBLIC SAFETY:

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials 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.

Prepared By:
Michael Lloyd
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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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, Public Works Director/City Engineer

AGENDA DATE: April 22, 2014

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR CYCLE 1 CITYWIDE PAVEMENT RESURFACING - PROJECT NO. 801 0003 70 77

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to All American Asphalt, P.O. Box 2229, Corona, California 92878, the lowest responsible bidder, for the Cycle 1 Citywide Pavement Resurfacing.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$4,244,152.00 (\$3,858,320.00 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 All American Asphalt up to, but not exceeding, the 10% contingency amount of \$385,832.00, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to record the Notice of Completion once he determines the work is complete, accept the improvements into the City's maintained system, and release the retention to All American Asphalt, if no claims are filed against the project.

6. Authorize the appropriation of \$699,224 as expense in the Capital Projects Reimbursements fund (Fund 3008) for the construction phase of the Cycle 1 Citywide Pavement Resurfacing project.

SUMMARY

This report recommends approval of a contract to All American Asphalt for the construction of the Cycle 1 Citywide Pavement Resurfacing project. The project is funded with the proceeds from the California Communities Gas Tax Revenue Certificates of Participation, Series 2001B, Total Road Improvement Program (TRIP) and Measure A Funds (Fund 2001) and has been approved in the Fiscal Year 2013/2014 Capital Improvement Plan (CIP). In addition, Staff also recommends the authorization of an expense appropriation of \$669,224 in the Capital Projects Reimbursements fund to provide sufficient budget for the construction of these needed improvements.

DISCUSSION

On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of the TRIP for the City street improvements. As part of the adoption of the FY 2013-2014 Capital Improvement Plan Budget, the City Council has authorized the appropriation of \$3 million of TRIP proceeds for the Citywide Pavement Resurfacing project to resurface various arterial and collector street segments.

The Planning Division of the Community and Economic Development Department determined on January 27, 2014 that this project qualifies for a Class 1 Categorical Exemption as defined in Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.6B of the City's Rules and Procedures for implementation of CEQA.

This project involves the pavement resurfacing which includes the reconstruction of existing access ramps within the paving limits and the reestablishment of traffic striping for various street segments. As identified in the Bidding Documents, the project includes the Base Bid and various Alternate Bids to maximize the utilization of the available project's budget depending on the results from the bid opening.

- Base Bid: (recommended for awarding to contractor) includes pavement resurfacing of Dracaea Avenue from Elsworth Street to Frederick Street, Bay Avenue from Frederick Street to Graham Street, Alessandro Boulevard from Frederick Street to Indian Street and from Oliver Street to Moreno Beach Drive. Base Bid does not include reestablishment of traffic striping on Dracaea Avenue.
- Alternate Bid A-1: (recommended for awarding to contractor) includes the installation of raised crosswalk on Dracaea Avenue at the Aqueduct Bike Trail crossing and the reestablishment of traffic striping on Dracaea Avenue.

- Alternate Bid A-2: (not recommended for awarding to contractor) includes the installation of said raised crosswalk on Dracaea Avenue, installation of an interim traffic calming device/traffic circle at the intersection of Dracaea Avenue and Pan Am Boulevard, and new striping layout on Dracaea Avenue to accommodate the traffic circle.
- Alternate Bid B: (recommended for awarding to contractor) includes pavement resurfacing of Cottonwood Avenue from Indian Street to Perris Boulevard.
- Alternate Bid C: (recommended for awarding to contractor) includes pavement resurfacing of Cottonwood Avenue from Perris Boulevard to Kitching Street.
- Alternate Bid D: (recommended for awarding to contractor) includes pavement resurfacing of Dracaea Avenue from Graham Street to Heacock Street.
- Alternate Bid E: (recommended for awarding to contractor) provides pavement widening for a short segment of south side of Alessandro Boulevard between Perris Boulevard and Apple Blossom Lane.
- Alternate Bid F: (not recommended for awarding to contractor) includes the installation of said raised crosswalk on Dracaea Avenue, installation of a permanent traffic calming device/traffic circle at the intersection of Dracaea Avenue and Pan Am Boulevard, and new striping layout on Dracaea Avenue to accommodate the traffic circle.

The Notice Inviting Bids was advertised for the subject project and formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:15 a.m. on March 13, 2014 for the subject project. Five (5) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Bid Amounts</u>
1. All American Asphalt, Corona	\$3,858,320.00
2. Hardy & Harper, Santa Ana	\$3,887,000.00
3. R. J. Noble Company, Orange.....	\$3,915,308.00
4. Excel Paving Company, Long Beach	\$4,303,321.00
5. Griffith Company, Santa Fe Springs	\$4,762,000.00

The lowest responsible bidder was determined by comparing the cumulative total Bid Prices for Base Bid and Alternate A-1, B, C, D and E Bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by All American Asphalt and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by All American Asphalt in their bid. Based on the amount of available funding, the need to construct the improvements, and the favorable bid received, staff recommends the City Council to award the Base Bid and Alternate Bids A-1, B, C, D and E to All American Asphalt for this project. This project provides safety enhancement for drivers with a new pavement surface and for pedestrians with ADA compliance access ramps while extending the service life of the streets.

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

This project is included in the Fiscal Year 2013/2014 CIP. The proceeds from TRIP in combination with the remaining Measure A funds for the project, and the proposed expense appropriation will provide sufficient funding for the construction of this project. **There is no impact to the General Fund.**

All American Asphalt’s bid amount for the Base Bid plus Alternates A-1, B, C, D and E is \$3,858,320.00. Staff is recommending that the City Council issue a Purchase Order to All American Asphalt for \$4,244,152.00 which includes a 10% contingency of \$385,832.00. The contingency is added to the account for any unforeseen subsurface conditions encountered during construction which may result in changes in costs. Unforeseen conditions may include unsuitable soils, unknown or shallow conflicting utilities, or hazardous wastes which need to be properly processed and removed. At the completion of the project, any remaining project budget balance will be saved for future pavement resurfacing projects.

Proposed Appropriation for Fiscal Year 2013/2014:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	Capital Projects Reimbursements (3008)	GL – 3008-70-77-80001-720199 PN – 801 0003-70-77-3008-99	Exp	\$3,579,407 \$0	\$699,224 \$699,224	\$4,278,631 \$699,224

APPROVED BUDGET - FISCAL YEAR 2013/2014:

Citywide Annual Pavement Resurfacing, TRIP Capital Projects
(Account No. 3411-70-77-80001, Project No. 801 0003 70 77) \$3,000,000
 Citywide Annual Pavement Resurfacing, Measure A
(Account No. 2001-70-77-80001, Project No. 801 0003 70 77) \$1,222,000
 Total Approved Budget..... \$4,222,000

AVAILABLE BUDGET FOR CONSTRUCTION:

Citywide Annual Pavement Resurfacing, TRIP Capital Projects
(Account No. 3411-70-77-80001, Project No. 801 0003 70 77) \$2,946,000
 Citywide Annual Pavement Resurfacing, Measure A
(Account No. 2001-70-77-80001, Project No. 801 0003 70 77) \$ 705,000
 Proposed Capital Projects Reimbursements Appropriation
(Account No. 3008-70-77-80001, Project No. 801 0003 70 77) \$ 699,000
 Total Available Budget \$4,350,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Contractor Construction Costs (includes Contingency)	\$4,244,000
Construction Survey Services	\$ 21,000
Construction Geotechnical Services.....	\$ 27,000
Construction Management and Inspection Services*	\$ 30,000
Total Estimated Project Costs	<u>\$4,322,000</u>

**City staff will provide Construction Management, and Inspection Services.*

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	June 2014
Anticipated Completion of Construction	September 2014

CITY COUNCIL GOALS

Public Safety:

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

Public Facilities and Capital Projects:

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

ATTACHMENTS

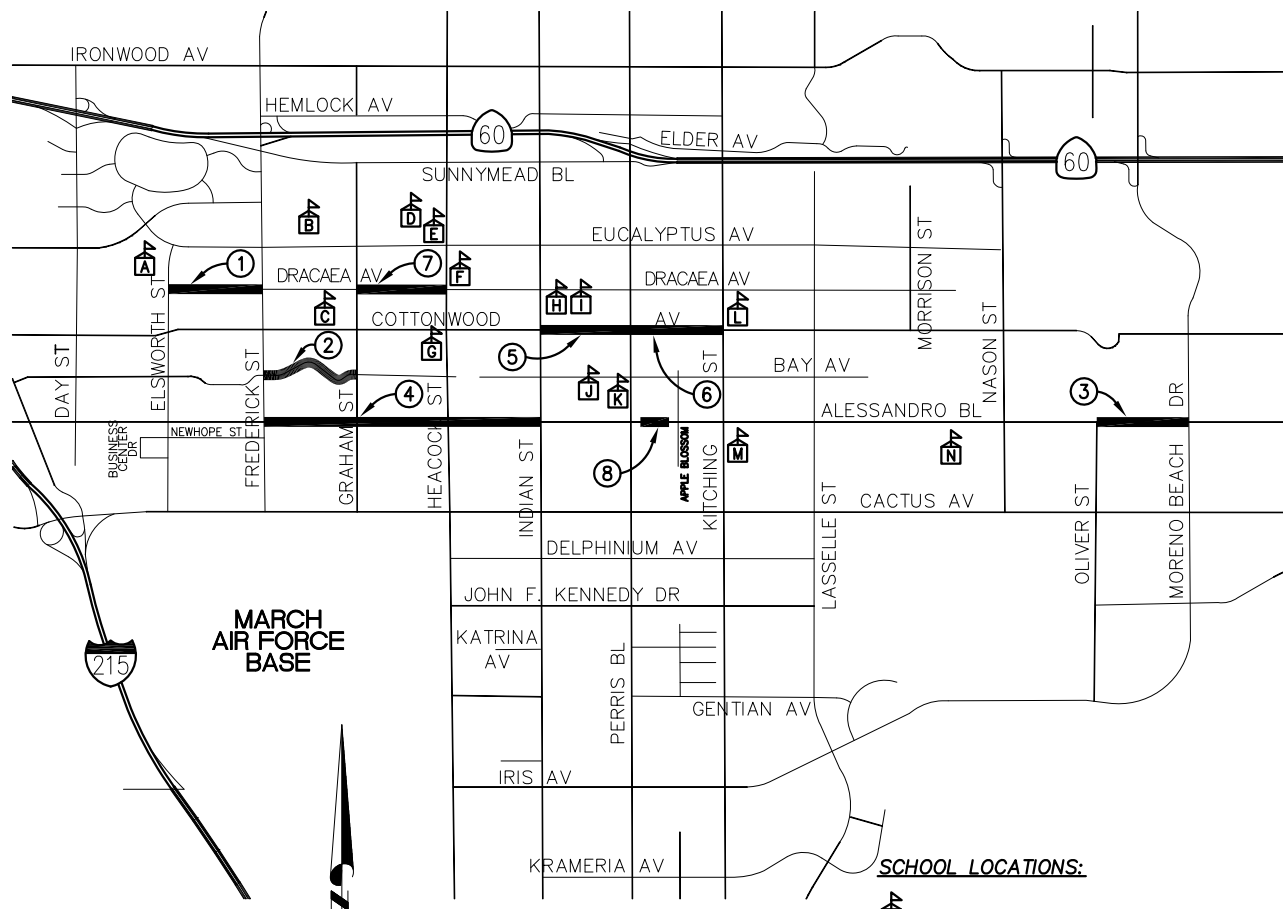
- Attachment 1: Location Map
- Attachment 2: Agreement with All American Asphalt, Project No. 801 0003 70 77

Prepared By:
Quang Nguyen
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

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LEGEND:

PROJECT LOCATIONS/LIMITS

- ① DRACAEA AV (ELSWORTH TO FREDERICK)
- ② BAY AV (FREDERICK TO GRAHAM)
- ③ ALESSANDRO BL (OLIVER TO MORENO BEACH)
- ④ ALESSANDRO BL (FREDERICK TO INDIAN)
- ⑤ COTTONWOOD AV (INDIAN TO PERRIS)
- ⑥ COTTONWOOD AV (PERRIS TO KITCHING)
- ⑦ DRACAEA AV (GRAHAM TO HEACOCK)
- ⑧ ALESSANDRO BL (BETWEEN PERRIS AND APPLE BLOSSOM)

SCHOOL LOCATIONS:

- TOWNGATE ELEMENTARY SCHOOL
- SUNNYMEADOWS ELEMENTARY SCHOOL
- MORENO VALLEY HIGH SCHOOL
- RAINBOW SPRINGS
- SUNNYMEAD MIDDLE SCHOOL
- SUNNYMEAD ELEMENTARY SCHOOL
- CREEKSIDE ELEMENTARY SCHOOL
- MARCH VALLEY ACADEMIC CENTER
- MARCH MOUNTAIN HIGH SCHOOL
- RAMONA ELEMENTARY SCHOOL
- BAYSIDE COMM. DAY/CHARTER SCHOOL
- BUTTERFIELD ELEMENTARY SCHOOL
- HENDRICK RANCH ELEMENTARY SCHOOL
- MORENO CHRISTIAN SCHOOL



LOCATION MAP

Public Works Department
Capital Projects Division

CYCLE 1
CITYWIDE PAVEMENT RESURFACING

ATTACHMENT 1

PROJECT NO. 801 0003 70 77

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Agreement No. _____

AGREEMENT

**PROJECT NO. 801 0003 70 77
CYCLE 1 CITYWIDE PAVEMENT RESURFACING
Alessandro Boulevard, Bay Avenue, Cottonwood Avenue, and Dracaea Avenue**

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 **All American Asphalt**, 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 No. 1 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
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. EMWD Standard Plans
- L. The bound Bidding Documents
- M. Contractor's Certificates of Insurance and Additional Insured Endorsements
- N. 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 were provided to the Contractor for informational purposes:

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 **Three Million Eight Hundred Fifty Eight Thousand Three Hundred Twenty Dollars (\$3,858,320.00)** ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are: A-1, B, C, D and E. 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	50 Working Days
Alternate "A-1" Bid	10 Working Days
Alternate "B" Bid	20 Working Days
Alternate "C" Bid	20 Working Days
Alternate "D" Bid	20 Working Days
Alternate "E" Bid	<u>10 Working Days</u>
Total	130 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." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of **130 Working Days for Base Bid plus Alternate Bids ("A-1", "B" to "E")**. The Contract Time includes the time necessary to fulfill preconstruction requirements, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements shall further specify that Contractor must complete the preconstruction requirements within **ten (10) 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 Traffic Control Plans

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals (e.g. mix designs for asphalt concrete and Portland cement concrete, traffic striping materials, loop detector materials)
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, schools, utilities, businesses, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security 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, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

6.1. Liquidated Damages. The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$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

ALL AMERICAN ASPHALT

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
_____	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.



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: Joel Ontiveros, Chief of Police

AGENDA DATE: April 22, 2014

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC SAFETY BUILDING BALLISTIC GLASS PROJECT

RECOMMENDED ACTION

Recommendations:

1. Accept the work as complete for the Public Safety Building constructed by Rasmussen Brothers Construction Company, Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Chief Financial Officer to release the retention to Rasmussen Brothers Construction Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

SUMMARY

Rasmussen Brothers Construction Company has completed the Public Safety Building Ballistic Glass Project. The City Council is requested to direct the Administrative Services Director to accept the work as complete, direct the City Clerk to record the Notice of Completion, and authorize the Chief Financial Officer/City Treasurer to release the retention to Rasmussen Brothers Construction Company of 40441 Gavilan Mountain Road, CA 92028.

DISCUSSION

On June 25, 2012, the City Council approved the spending plan for the Ballistic Resistant Glass project in the Moreno Valley Police Department lobby. The initial \$184,283.00 spending plan consisted of \$84,283.00 in asset forfeiture funds and \$100,000.00 from fiscal year 2011/2012 Moreno Valley Police Department operational savings. Following City Council approval of the spending plan T.R. design was contracted to create the architectural design and engineering for the project. \$17,905.00 of the approved \$184,283.00 was encumbered for project design costs. The resulting design and engineering plans were used in the formal bidding process. As a result of the formal bidding process, City Council awarded the construction contract to Rasmussen Brothers Construction, Inc. (RBC).

ALTERNATIVES

1. Accept the work as complete for the Public Safety Building Ballistic Glass Project by Rasmussen Brothers Construction Inc., 40441 Gavilan Mountain Road, Fallbrook, CA 92028.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Administrative Services Director to accept the work as complete for the Public Safety Building Ballistic Glass Project, constructed by Rasmussen Brothers Construction Company, Inc. and authorize the Chief Financial Officer/City Treasurer to release the retention to Rasmussen Brothers Construction Company, Inc. thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
4. Do not accept the work as complete for the Public Safety Building Ballistic Glass Project, constructed by Rasmussen Brothers Construction Company, Inc., do not direct the City Clerk to record the Notice of Completion within ten (10) calendars days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, and do not authorize the Chief Financial Officer/City Treasurer to release the retention to Rasmussen Brothers Construction Company, Inc., within thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and provide staff with further direction.

FISCAL IMPACT

There is no fiscal impact.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

Prepared By:
Bill Tyler
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

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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: April 22, 2014

TITLE: PA09-0022 (PM 36207) – APPROVE PARCEL MAP AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – AI CALIFORNIA, LLC, RIVERSIDE, CA, 92507

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Security for Public Improvements for AI California, LLC.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
5. Approve Parcel Map 32607.
6. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

The Planning Commission of the City of Moreno Valley approved this project on October 12, 2011 and the amended plot plan (P13-111) was approved by the City Council on February 25, 2014. Tentative Parcel Map No. 32607 (PA09-0022) is a one parcel subdivision. The developer proposes to construct an 800,430 square-foot warehouse distribution facility. The project site is located on the north side of Eucalyptus Avenue (formerly Fir Avenue) just west of Redlands Boulevard.

DISCUSSION

AI California, LLC, the developer of this project, has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required public improvements within twenty-four (24) months of the date the agreement is executed. The public improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, street lights, striping, signage, landscaping, traffic signals, water and sewer, storm drain, drainage structures, traffic signal interconnect and a multi-use trail, The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

Parcel Map No. 32607 is in substantial conformance with the approved tentative map. The developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements. Public improvements are to be constructed along Redlands Boulevard and Eucalyptus Avenue, south of the State Route 60 Freeway.

Accompanying the agreement is a Faithful Performance bond in the amount of \$5,855,000 and a Material and Labor bond in the amount of \$2,927,500 issued by Travelers Casualty and Surety Company of America.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

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

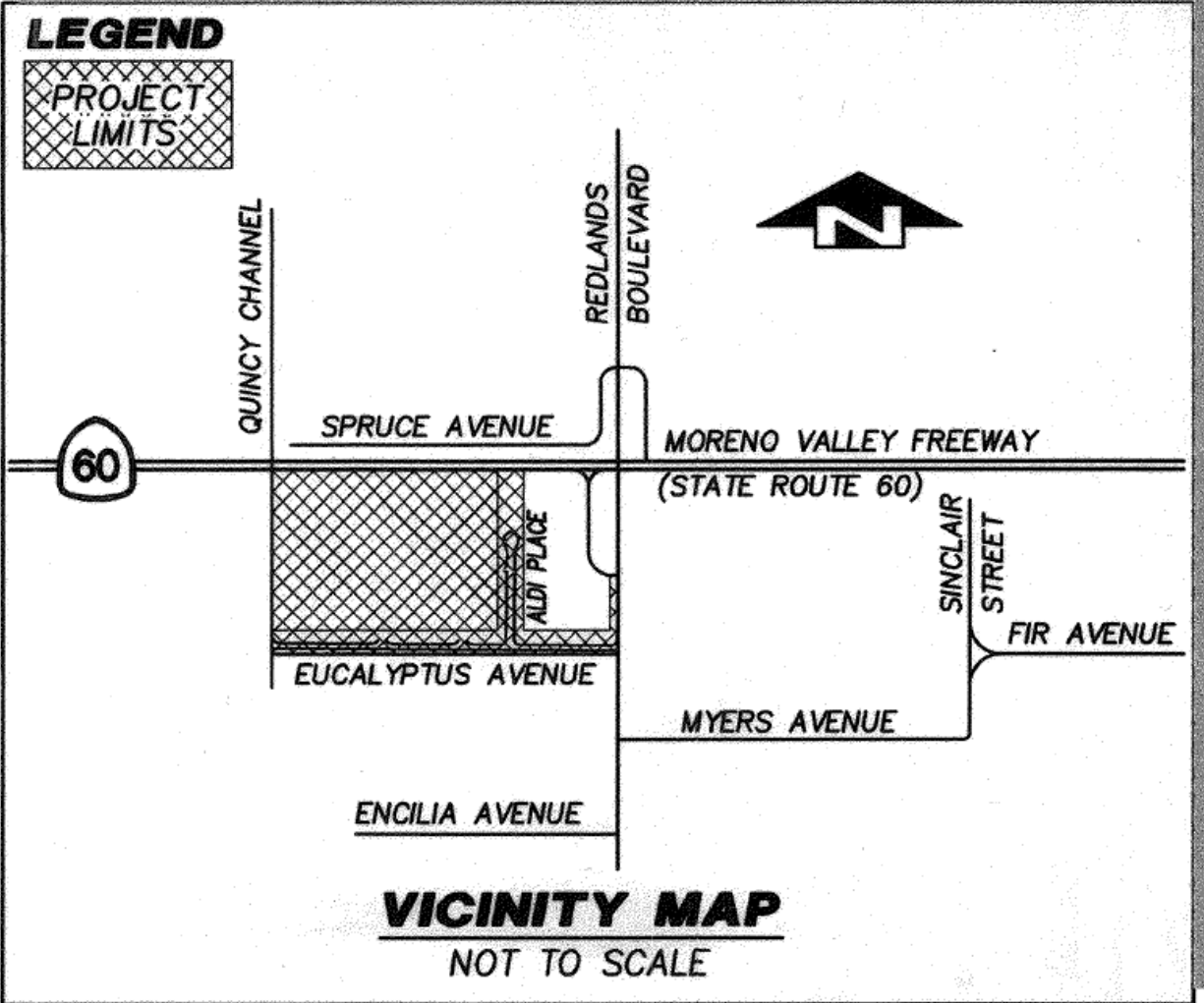
Prepared By:
Ariana Ayala
Management Analyst

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

Concurred By:
Vicente Giron
Associate Engineer

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

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CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA09-0022 (PM 36207)

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**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA09-0022 (PM 36207)**

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

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA09-0022 (PM 36207) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

Faithful Performance security shall be in the sum of FIVE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND AND NO/100 Dollars (***\$5,855,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of TWO MILLION NINE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (***\$2,927,500.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

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

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

the City Engineer notified the Developer of the insufficiency of said bonds. Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at anytime during the term of this agreement, subject to approval by the City Engineer and City Attorney.

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

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

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

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

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

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

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

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

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

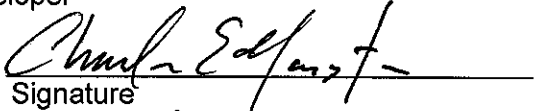
City:
City Engineer
P.O. Box 88005
14177 Frederick
Moreno Valley, CA 92552-0805


Developer:
AI California, LLC
1770 Iowa Avenue
Suite 240
Riverside, CA 92507

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

Date approved by the City: _____

AI California, LLC:
Developer

BY: 
Signature
CHARLES E. YOUNGSTROM
Print/Type Name
PRESIDENT
Title

BY: 
Signature
PAUL PIOZKOWSKI
Print/Type Name
REGIONAL VICE PRESIDENT
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

CITY OF MORENO VALLEY

By: _____
City Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

3/19/14
VB6

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 9

PROJECT: PA09-0022
PM 36207 PUBLIC PAVEMENT SECTIONS
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Street Work - Non DIF Non TUMF					
Roadway Excavation					
A.B. Class II - Eucalypt	0.96	Thickness (ft.)	7300 C.Y.	29.00	211,700
	136439	S.F.	9496 Ton	33.00	313,368
A.C. - Eucalyptus	0.5	Thickness (ft.)			
	136439	S.F.	4945 Ton	80.00	395,600
Roadway Excavation			2250 C.Y.	29.00	65,250
A.B. Class II - "A" Street	0.96	Thickness (ft.)			
	44417	S.F.	3091 Ton	33.00	102,003
A.C. - "A" Street	0.5	Thickness (ft.)			
	44417	S.F.	1610 Ton	80.00	128,800
Roadway Excavation			700 C.Y.	29.00	20,300
A.B. Class II - Redlands	0.96	Thickness (ft.)			
	12576	S.F.	875 Ton	33.00	28,875
A.C. - Redlands	0.5	Thickness (ft.)			
	12576	S.F.	455 Ton	80.00	36,400
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - DIF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Street Work - TUMF					
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 1	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 2	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 3	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
Roadway Excavation			0 C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	33.00	0
A.C. - Street 4	0	Thickness (ft.)			
	0	S.F.	0 Ton	80.00	0
			SUBTOTAL:		1,302,296

3/19/14
V B G

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 9

PROJECT: PA09-0022
PM 36207 PUBLIC STREET WORK
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	1509	L.F.	3.00	4,527
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	3018	SF	3.00	9,054
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	4315	L.F.	30.00	129,450
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk (6')	10485	S.F.	4.25	44,561
Sidewalk (6.5')	3982	S.F.	4.25	16,924
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	6738	S.F.	10.50	70,749
Wheelchair Ramp	2	EA.	2,600.00	5,200
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	363	L.F.	100.00	36,300
Bus Bay	0	EA.	15,000.00	0

8/19/14
VBC

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 9

PROJECT: PA09-0022
PM 36207
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	13653	S.F.	6.00	81,918
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	13	EA.	6,000.00	78,000
SPECIAL DISTRICTS SUBTOTAL:				159,918
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	0.00	0
MVU SUBTOTAL:				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA	0	0
Outlets	0	EA	0	0
Risers	0	EA	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatio	1	EA.	272,000.00	272,000
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				272,000

3/19/14
VSG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 9

PROJECT: PA09-0022
PM 36207
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	308	L.F.	160.00	49,280
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	44	L.F.	180.00	7,920
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	1	EA.	5000.00	5,000
Manhole No. 3	0	EA.	8500.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	3	EA.	3100.00	9,300
Catch Basin (5')	1	EA.	5500.00	5,500
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	1	EA.	8000.00	8,000
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	5	EA.	535.00	2,675
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') (DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

3/19/14
UBC

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 9

PROJECT: PA09-0022
PM 36207
ALDI Warehouse Distribution

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

DATE: 03/11/14
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	5	EA.	4000.00	20,000
Cutoff Wall	1	EA.	5500.00	5,500
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	316	L.F.	10.00	3,160
	0		0	0
Miscellaneous				
Rip Rap	450	TON	60.00	27,000
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
RCFC&WCD Items				
54" Reinforced Concrete Pipe	566	L.F.	293.00	165,838
60" Reinforced Concrete Pipe	900	L.F.	330.00	297,000
72" Reinforced Concrete Pipe	330	L.F.	414.00	136,620
Manhole	7	EA.	5600.00	39,200
Junction Structure No. 4	1	EA.	6500.00	6,500
Pipe Collar	1	EA.	2000.00	2,000
Headwall	1	EA.	8000.00	8,000
Remove Headwall	68	L.F.	1500.00	102,000
6' Fencing	68	L.F.	16.00	1,088
			SUBTOTAL:	901,581

3/19/14
VSG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 9

PROJECT: PA09-0022
PM 36207
PUBLIC WATER SYSTEMS
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	3603	L.F.	60.00	216,180
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
24" PVC C-905	4900	L.F.	200.00	980,000
24" CLM&C CL-150	690	L.F.	180.00	124,200
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	6	EA.	2,300.00	13,800
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	2	EA.	5,200.00	10,400
1" Air Vac Release	4	EA.	2,400.00	9,600
2" Air Vac Release	5	EA.	4,000.00	20,000
2" Backflow Preventor, Pad & Cover	2	EA.	4,300.00	8,600
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	7	EA.	4,000.00	28,000
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	10	EA.	4,500.00	45,000
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	4	EA.	1,600.00	6,400
4" Service	2	EA.	2,500.00	5,000
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
Misc. Fittings 24"	40		1,000.00	40,000
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	235.00	0
Test Station	2	EA.	3,500.00	7,000
			SUBTOTAL:	1,514,180

3/19/14
VSG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 9

PROJECT: PA09-0022
PM 36207
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	156	L.F.	40.00	6,240
8" V.C. Pipe	1637	L.F.	55.00	90,035
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	35.00	0
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	4	EA.	730.00	2,920
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	4	EA.	3,140.00	12,560
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	111,755

3/19/14
VGG

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 9 of 9

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

PROJECT: PA09-0022
PM 36207
ALDI Warehouse Distribution

DATE: 03/11/14
PREPARED BY: Vince Giron

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$1,302,296
OFFSITE STREET WORK	:	\$563,654
SPECIAL DISTRICTS	:	\$159,918
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$272,000
STORM DRAIN SYSTEM	:	\$901,581
WATER SYSTEM	:	\$1,514,180
SEWER SYSTEM	:	\$111,755
TRAFFIC IMPROVEMENTS	:	\$53,001
BONDABLE WORK (not plan checked)	:	\$350
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$4,878,735
+20% CONTINGENCY:		\$975,747
GRAND TOTAL:		\$5,854,482

BOND AMOUNT: \$5,855,000



Maurice H. Murad
3/17/2014

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of RIVERSIDE }

On MARCH 26, 2014 before me, CAROLINE ROWE
 Date Here Insert Name and Title of the Officer

personally appeared CHARLES E. YOUNGSTROM + PAUL PIORKOWSKI
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: Caroline Rowe
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

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FAITHFUL PERFORMANCE BOND

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

Public Improvements	<u>\$5,855,000</u>	Project No.	<u>PA09-0022 (PM 36207)</u>
Bond No.	<u>106034545</u>	Premium	<u>\$ 35,130.00</u>
Surety	<u>Travelers Casualty and Surety Company of America</u>	Principal	<u>AI California, LLC</u>
Address	<u>One Tower Square</u>	Address	<u>1770 Iowa Ave. Suite 240</u>
City/Zip	<u>Hartford, CT 06183</u>	City/Zip	<u>Riverside, CA 92507</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **AI California, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0022 (PM 36207)**, which agreement is hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **FIVE MILLION EIGHT HUNDRED FIFTY FIVE THOUSAND AND NO/100 Dollars (**\$5,855,000.00**)**, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA09-0022 (PM 36207)

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on March 24, 2014.

NAME OF PRINCIPAL: AI California, LLC
Company Name

AUTHORIZED SIGNATURE(S): By Charles Eganst - PRESIDENT
Name Title
[Signature] REGIONAL VICE PRESIDENT
Name Title

NAME OF SURETY: Travelers Casualty and Surety Company of America
Company Name

AUTHORIZED SIGNATURE: Judith A. McGoogan
Judith A. McGoogan ITS ATTORNEY-IN-FACT

**ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY**

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA
County of RIVERSIDE }

On MARCH 26, 2014 before me, CAROLINE ROWE
Date Name and Title of Notary

personally appeared CHARLES E. YOUNGSTROM
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official seal.
Signature Caroline Rowe
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

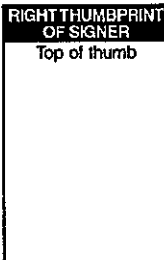
Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA

County of RIVERSIDE

On MARCH 26, 2014 before me, CAROLINE ROWE
Date Name and Title of Notary

personally appeared PALL PIORKOWSKI
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Caroline Rowe
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

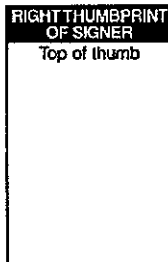
Description of Attached Document

Title or Type of Document _____

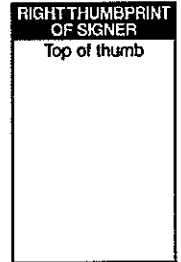
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois
County of Cook }

On 3/24/14 before me, Josefina Rojo
Date Name and Title of Notary

personally appeared Judith A. McGoogan
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official seal.

Signature Josefina Rojo
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224345

Certificate No. 005575504

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jacquelyn M. Norstrom, Judith A. McGoogan, John P. Harney, Josefina Rojo, and Adam J. Cantu

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

MATERIAL AND LABOR BOND

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

Public Improvements <u>\$2,927,500</u>	Project No. <u>PA09-0022 (PM 36207)</u>
Bond No. <u>106034545</u>	Premium <u>Included</u>
Surety <u>Travelers Casualty and Surety Company of America</u>	Principal <u>AI California, LLC</u>
Address <u>One Tower Square</u>	Address <u>1770 Iowa Ave. Suite 240</u>
City/Zip <u>Hartford, CT 06183</u>	City/Zip <u>Riverside, CA 92507</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **AI California, LLC**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **PA09-0022 (PM 36207)**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **TWO MILLION NINE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (**\$2,927,500.00**)**, lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA09-0022 (PM 36207)

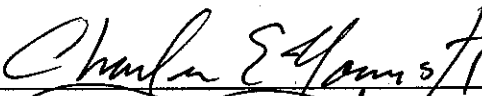

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on
March 24, 2014.

NAME OF PRINCIPAL: AI California, LLC
Company Name

AUTHORIZED SIGNATURE(S):

	<u>PRESIDENT</u>
Name	Title
	<u>REGIONAL VICE PRESIDENT</u>
Name	Title

NAME OF SURETY: Travelers Casualty and Surety Company of America
Company Name

AUTHORIZED SIGNATURE: Judith A. McGoogan
Judith A. McGoogan ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:
Date: _____

City Attorney
City of Moreno Valley

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\PA09-0022 - Material Labor Bond.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA

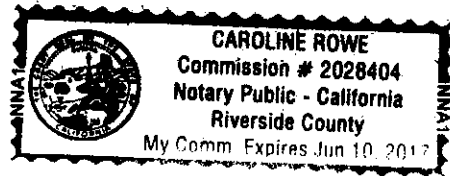
County of RIVERSIDE

On MARCH 26, 2014 before me, CAROLINE ROWE
Date Name and Title of Notary

personally appeared CHARLES E. YOUNGSTROM
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official seal

Signature Caroline Rowe
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

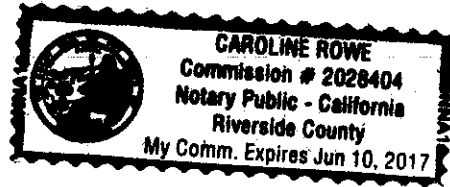
State of CALIFORNIA

County of RIVERSIDE

On MARCH 26, 2014 before me, CAROLINE ROWE
Date Name and Title of Notary

personally appeared PAUL PORKOWSKI
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature *Caroline Rowe*
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

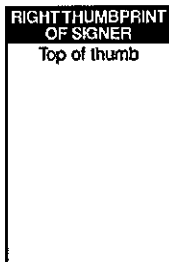
Description of Attached Document

Title or Type of Document _____

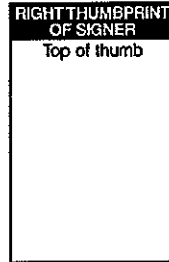
Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____
- _____
- _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of Illinois

County of Cook



On 3/24/2014 before me, Josefina Rojo
Date Name and Title of Notary

personally appeared Judith A. McGoogan
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Josefina Rojo
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

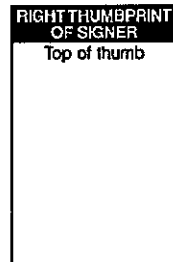
Document Date _____ Number of Pages: _____

Signer's Name: _____

Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____



Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
 Signer is representing _____



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice Assistant, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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: April 22, 2014

TITLE: PA09-0022 (PM 32607) – APPROVE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F-2, STAGE 2 AND LINE F-16, STAGE 1 ASSOCIATED WITH THE ALDI DISTRIBUTION FACILITY, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND AI CALIFORNIA, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District) and AI California, LLC for the Moreno Master Drainage Plan Line F-2, Stage 2 and Line F-16, Stage 1 associated with the Aldi Distribution Facility.
2. Authorize the City Manager to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

SUMMARY

As a condition of approval of PA09-0022, the City requires the developer to construct certain storm drain facilities in order to provide flood protection and drainage as a result of the developer's planned development. The Cooperative Agreement is the District's mechanism by which the District, the City, and the developer coordinate the construction and maintenance of master storm drain facilities. The required facilities for

this project include construction of approximately 1,900 lineal feet of underground storm drain system within the City right-of-way of Redlands Boulevard and Eucalyptus Avenue, which once accepted, will be the District's drainage facilities. The City's drainage facilities will consist of riprap trapezoidal channel, inlets, catch basins, laterals and connector pipes within City right-of-way.

DISCUSSION

The Planning Commission of the City of Moreno Valley approved this project on October 12, 2011 and the amended plot plan (P13-111) was approved by the City Council on February 25, 2014. Tentative Parcel Map No. 32607 (PA09-0022) is a one parcel subdivision. The developer proposes to construct an 800,430 square-foot warehouse distribution facility. The project site is located on the north side of Eucalyptus Avenue (formerly Fir Avenue) west of Redlands Boulevard.

The Developer will be responsible for the design and construction of the project improvements. The Developer will prepare plans and specifications in accordance with the District's and the City's standards and submit improvement plans to the District and the City for review and approval. The District is willing to review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the District's drainage facilities, if the developer meets all requirements of the agreement. The City is willing to review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the operation and maintenance of the City's drainage facilities, if the developer meets all requirements of the agreement. The City will also consent to hold a Faithful Performance bond and Material and Labor bond for both the District's Drainage Facility and the City's Drainage Facility.

The improvements were bonded by the Developer and have been submitted to City Council for approval as part of the parcel map approval and Agreement for Public Improvements for PA09-0022 (PM 36207) on April 22, 2014. The storm drain portion of the bonds will be held by the City until completion of the storm drain and acceptance of the storm drain improvements by the District and City Council.

FISCAL IMPACT

No fiscal impact.

CITY COUNCIL GOALS

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS

Attachment 1: Vicinity Map
Attachment 2: Cooperative Agreement Moreno Master Drainage Plan Line F-2,
Stage 2 and Line F-16, Stage 1

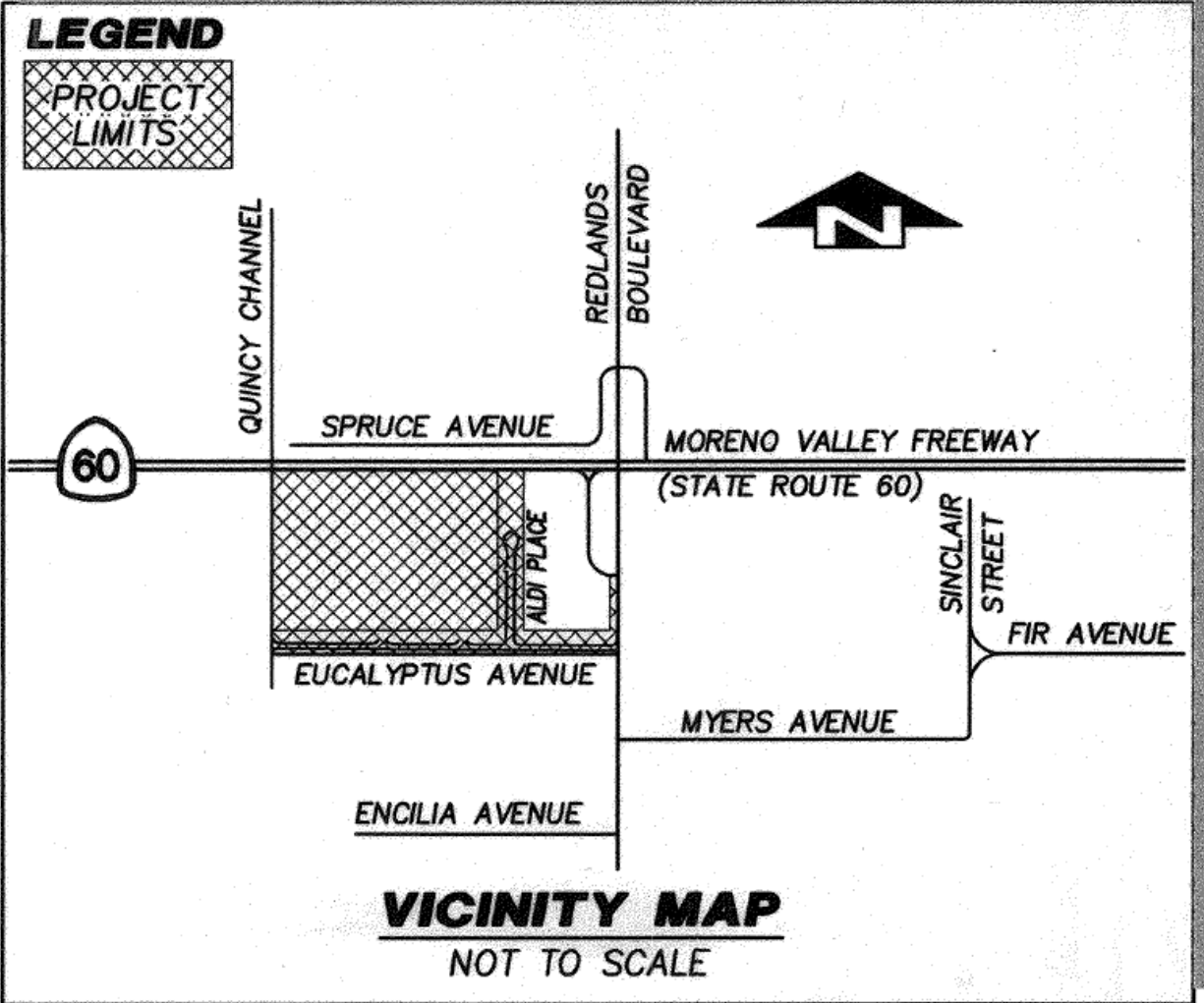
Prepared By:
Ariana Ayala
Management Analyst

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

Concurred By:
Vicente Giron
Associate Engineer

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

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CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA09-0022 (PM 36207)

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COOPERATIVE AGREEMENT
Moreno Master Drainage Plan – Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Moreno Valley, hereinafter called "CITY", and AI California LLC, a Delaware limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Parcel Map No. 36207 located in the City of Moreno Valley. As a condition of approval for Parcel Map No. 36207, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. These certain flood control facilities include a segment of DISTRICT'S Moreno Master Drainage Plan (MDP) Lines F-2 and F-16. Lines F-2 and F-16 are formerly known as Lines D-1 and D-3, respectively, in the DISTRICT'S Moreno MDP adopted on October 1980; and

C. The legal description of Parcel Map No. 36207 is provided in Exhibit "A" attached hereto and made a part hereof; and

D. The required flood control facilities, all as shown in District Drawing No. 4-1068, include construction of: i) approximately 120 lineal feet of riprap trapezoidal channel, hereinafter called "CHANNEL", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; ii) approximately 550 lineal feet of underground storm drain mainline and its associated transition structure, hereinafter called "LINE F-2", as shown in concept in blue on Exhibit "B"; and, iii) approximately 1, 350 lineal feet of underground storm drain mainline,

hereinafter called "LINE F-16", as shown in concept in yellow on Exhibit "B". Together, LINE F-2 and LINE F-16 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain underground storm drain laterals that are 36-inches or less in diameter, grouted riprap features, inlets, catch basins and connector pipes located within CITY held easements or rights of way, hereinafter called "APPURTENANCES". Together, CHANNEL and APPURTENANCES are hereinafter called "CITY DRAINAGE FACILITIES". Together, DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

F. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

G. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES. Therefore, CITY must review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently inspect the construction of CITY DRAINAGE FACILITIES.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement.

3. Deposit with CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'S costs associated with the review of IMPROVEMENT PLANS, review and approval of all rights of way and conveyance documents, and with the processing and administration of this Agreement.

4. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.9. herein, the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing from DISTRICT.

5. Deposit with CITY (Attention: Public Works/Land Development), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.9., the estimated cost of providing construction inspection in an amount as determined and approved by CITY in accordance with the City Code and Fee Resolution of CITY, including any amendments thereto.

6. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

7. Furnish DISTRICT with copies of all permits, approvals or agreements required by any Federal, State or local resource and/or regulatory agency for the construction, operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Game, and State Water Resources Control Board.

8. Provide CITY, prior to providing written notice to DISTRICT of the start of construction as set forth in Section I.9., with a faithful performance bond in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and a material and labor payment bond in the amount of fifty percent (50%) of the estimated cost for construction of the DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the faithful performance bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, and the Material and Labor security will be released after a period of ninety (90) days if there are no liens against the project for payment of materials or labor.

9. Notify DISTRICT in writing (Attention: Administrative Services Section), at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

10. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES, respectively, as set forth herein.

11. Obtain and provide DISTRICT, at the time of providing written notice to DISTRICT of the start of construction of PROJECT as set forth in Section I.9., with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, as shown in concept in blue on Exhibit "C" attached hereto and made a part hereof. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

12. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., with a complete list of all contractors and subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the

corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry on the various parts of work, including estimated start and completion dates. As construction of DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

15. Furnish DISTRICT with final mylar PROJECT plans and assign their ownership to DISTRICT prior to the start of PROJECT construction.

16. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

17. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPER, CITY and DISTRICT employees on the site.

18. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

19. During the construction period of PROJECT, provide Workers' Compensation Insurance in an amount required by law. A certificate of said insurance policy

shall be provided to DISTRICT and CITY at the time of providing written notice pursuant to Section I.9.

20. Commencing on the date notice is given pursuant to Section I.9., and continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES and CITY accepts CITY DRAINAGE FACILITIES for operation and maintenance:

- (a) Provide and maintain or cause its contractor(s) to provide and maintain comprehensive liability insurance coverage which shall protect DEVELOPER from claims for damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from DEVELOPER'S construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DEVELOPER, by any of its contractors, subcontractors, or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT, the County of Riverside and CITY as additional insureds with respect to this Agreement and the obligations of DEVELOPER hereunder. Such insurance shall provide for limits of not less than two million dollars (\$2,000,000) per occurrence.
- (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who shall be authorized by the California Department of Insurance to transact the business of insurance in the State of California, to furnish DISTRICT and CITY at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.9., with certificate(s) of insurance and applicable policy endorsements showing that such insurance is in full force and effect and that DISTRICT, the County of Riverside and CITY are

named as additional insureds with respect to this Agreement and the obligations of DEVELOPER hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT, the County of Riverside and CITY sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event cancellation, termination, non-renewal or reduction of coverage, DEVELOPER shall forthwith, secure replacement insurance meeting the provisions of this paragraph.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section IV.3.

21. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

22. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

23. Upon completion of PROJECT construction, and upon acceptance by CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to

DISTRICT flood control easement(s), including ingress and egress, in a form approved by DISTRICT, for the rights of way as shown in concept in blue on Exhibit "C".

24. At the time of recordation of the conveyance document(s) as set forth in Section I.23., furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

25. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and responsibility for operation and maintenance of CITY DRAINAGE FACILITIES. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections will be made at sole expense of DEVELOPER.

26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

27. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

28. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.
3. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Inspect DISTRICT DRAINAGE FACILITIES construction.

6. Keep an accurate accounting of all DISTRICT costs associated with review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.4., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.22., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance documents described in Section I.23., (v) CITY acceptance of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, (vi) CITY acceptance of CITY DRAINAGE FACILITIES for ownership, operation, and maintenance, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

9. Provide CITY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept the CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.8., and hold said bonds as provided herein.
3. Inspect construction of CITY DRAINAGE FACILITIES.
4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.
7. Accept ownership and sole responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.
8. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are

improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER'S contractor(s) during the construction of PROJECT.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred eighty (180) consecutive working days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. DEVELOPER shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of CITY DRAINAGE FACILITIES prior to the completion of PROJECT construction.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in

Section I.9.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.4. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in

connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside, and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim proceeding or action for which indemnification is required.

With respect to any of DEVELOPER'S indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such

adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside or CITY.

DEVELOPER'S indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form of dismissal (or similar document) relieving DISTRICT, County of Riverside or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT, County of Riverside and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

8. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

9. [THIS SECTION INTENTIONALLY LEFT BLANK]

10. This Agreement is to be construed in accordance with the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect without being impaired or invalidated in any way.

11. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Administrative Services Section

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Public Works Director

AI CALIFORNIA LLC
1710 Iowa Ave.
Suites 150/240
Riverside, CA 92507
Attn: Paul Piorkowski

12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

14. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

16. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and / or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

17. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement:
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207
TT:LMD:blj
3/6/14

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By _____
AHMAD R. ANSARI
Public Works Director/City Engineer

By _____
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:

ATTEST:
JANE HALSTEAD
City Clerk

By _____
SUZANNE BRYANT
City Attorney

By _____

(SEAL)

Cooperative Agreement:
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207
TT:LMD:blj
3/6/14

AI CALIFORNIA, LLC
a Delaware limited liability company

By: ALDI Inc.,
an Illinois corporation

By _____
PAUL PIORKOWSKI
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
Parcel Map No. 36207
TT:LMD:blj
3/6/14

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

TENTATIVE PARCEL MAP NO. 36207, BEING A DIVISION OF THE FOLLOWING:

PARCEL 1:

LOT 3, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3289, PAGE 186, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 4, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE EAST ONE-HALF OF QUINCY STREET, WITHIN SAID BLOCK, LYING WESTERLY AND ADJACENT TO SAID LOT 4, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED DECEMBER 27, 1962, IN BOOK 3289, PAGE 186 OF OFFICIAL RECORDS.

PARCEL 3:

LOT 5, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE EAST ONE-HALF OF QUINCY STREET AND THE NORTH ONE-HALF OF FIR AVENUE, WITHIN SAID BLOCK, LYING WESTERLY, SOUTHERLY AND ADJACENT TO SAID LOT 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 6, BLOCK 35 OF MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAPS, TOGETHER WITH THE NORTH ONE-HALF OF FIR AVENUE, LYING SOUTHERLY AND ADJACENT TO SAID LOT 6, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 983, RECORDED MARCH 26, 2007, AS DOCUMENT NO. 2007-180759, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 2 AND 7, BLOCK 35 OF MAP NO. 1 BEAR VALLEY AND ALESSANDRO, AS

Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
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1 of 2

Exhibit A

SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, TOGETHER WITH THAT PORTION OF FIR AVENUE WITHIN SAID BLOCK 35 LYING EAST OF THE WEST LINE OF SAID LOT 7 PROLONGED SOUTHERLY LYING IN SECTION 2, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF REDLANDS BOULEVARD, 120 FEET IN WIDTH AND GREVILLEA AVENUE, 80 FEET IN WIDTH AS SHOWN ON SAID MAP NO. 1;

THENCE ALONG THE CENTERLINE OF SAID REDLANDS BOULEVARD SOUTH 00°26'55" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY OF SAID GREVILLEA AVENUE;

THENCE ALONG SAID EASTERLY PROLONGATION NORTH 89°33'42" WEST A DISTANCE OF 60.00 FEET TO A POINT DESCRIBED AS THE BEGINNING OF COURSE "A" OF PARCEL "L" PER BOOK 3289, PAGE 186 OF THE DEEDS TO THE STATE OF CALIFORNIA AS RECORDED ON DECEMBER 27, 1962 AS INSTRUMENT NUMBER 119152 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER, SAID POINT BEING ON THE WEST LINE OF SAID REDLANDS BOULEVARD;

THENCE ALONG SAID COURSE "A" NORTH 89°33'42" WEST 874.11 FEET TO THE WESTERLY TERMINUS OF SAID COURSE "A", SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "L" NORTH 89°33'42" WEST A DISTANCE OF 386.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 35 OF SAID MAP NO. 1;

THENCE ALONG SAID WEST LINE SOUTH 00°26'58" WEST A DISTANCE OF 1280.34 FEET TO A POINT ON THE CENTERLINE OF FIR AVENUE AS SHOWN ON SAID MAP NO. 1, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 7;

THENCE ALONG SAID CENTERLINE SOUTH 89°33'43" EAST A DISTANCE OF 540.00 FEET;

THENCE LEAVING SAID CENTERLINE, ON A LINE PARALLEL WITH AND 540.00 FEET DISTANT FROM SAID WESTERLY LINE OF SAID LOT 2 AND SAID LOT 7 NORTH 00°26'58" EAST A DISTANCE OF 1268.56 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL "L";

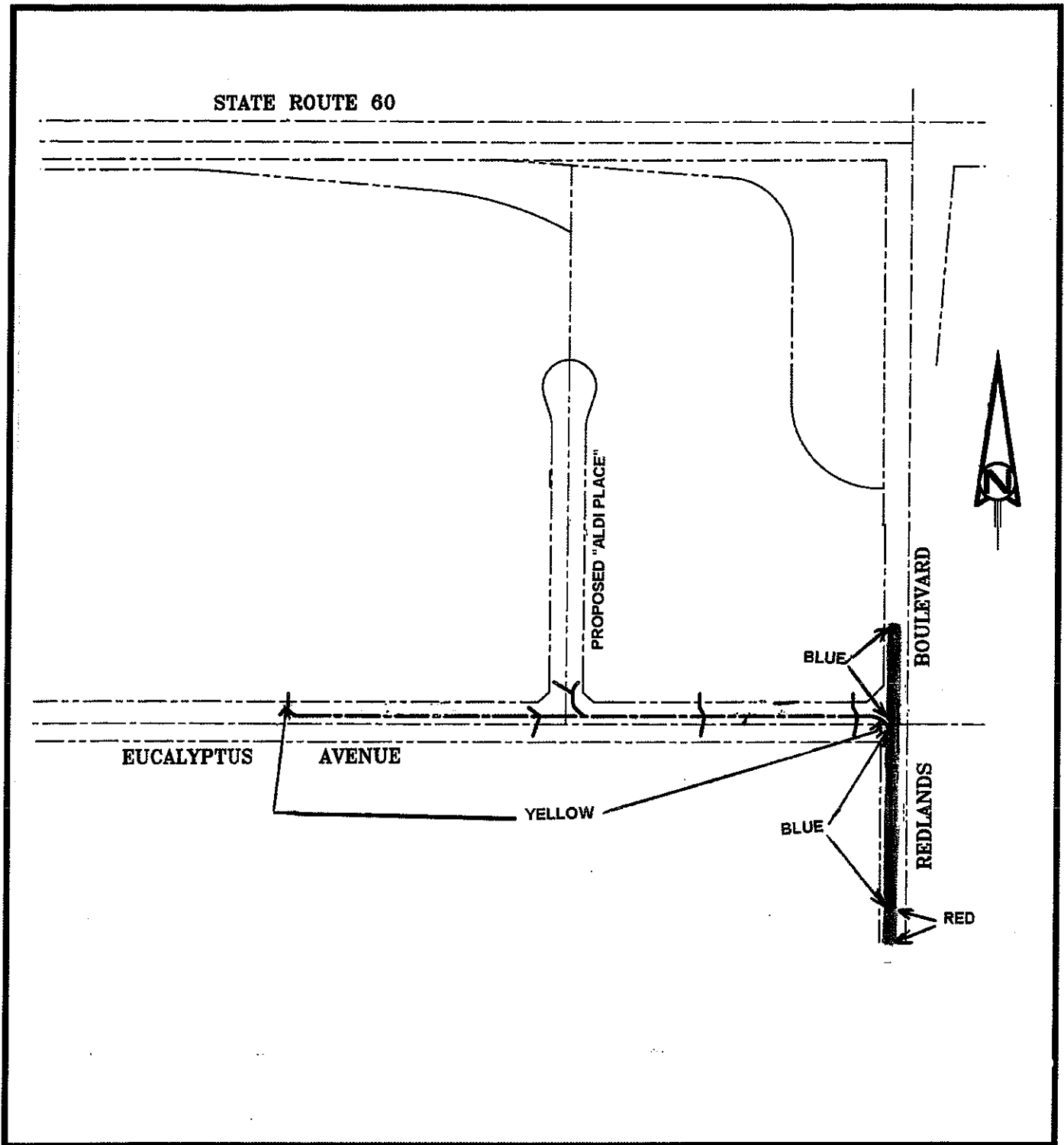
THENCE ALONG SAID SOUTHERLY LINE NORTH 85°11'19" WEST A DISTANCE OF 154.38 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED REMAINDER PARCEL CONTAINS 690,476 SQUARE FEET (15.851 ACRES), MORE OR LESS.

APN: 488-330-003-7 and 488-330-004-8 and 488-330-005-9 and 488-330-006-0 and 488-330-026-8

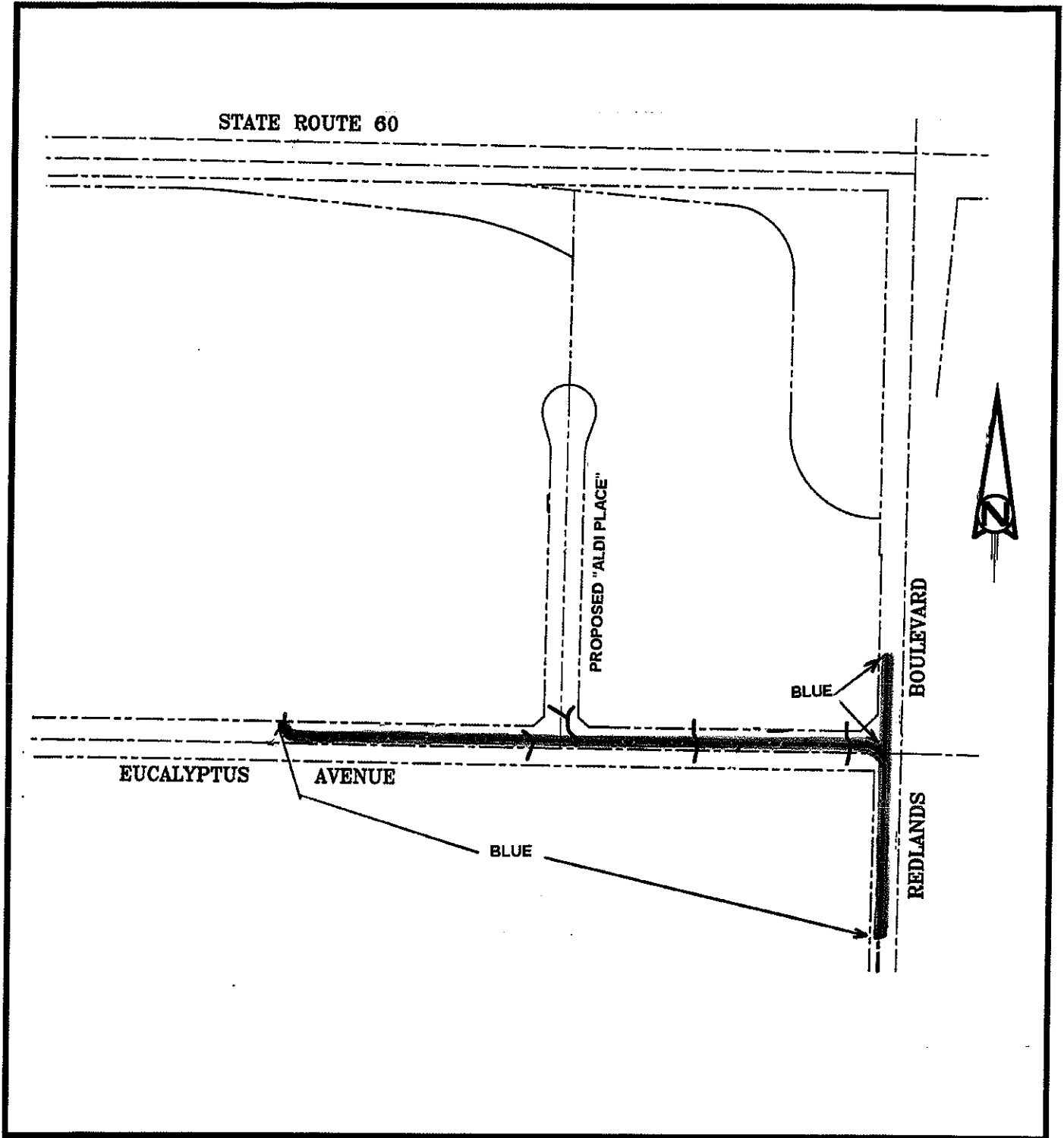
Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
PM 36207
2 of 2

Exhibit B



Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
PM 36207
1 of 1

Exhibit C



Cooperative Agreement
Moreno MDP Line F-2, Stage 2 and Line F-16, Stage 1
Project Nos. 4-0-00400-02 and 4-0-00401-01
PM 36207
1 of 1

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**MINUTES - REGULAR MEETING OF APRIL 8, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF APRIL 8, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

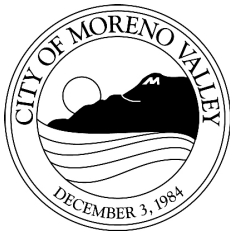
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**MINUTES - REGULAR MEETING OF APRIL 8, 2014 (Report
of: City Clerk Department)**

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: Jane Halstead, City Clerk, CMC

AGENDA DATE: April 22, 2014

TITLE: SECOND PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a second public hearing to review draft redistricting plans for the Councilmanic districts in the City of Moreno Valley and accept public comments.

SUMMARY/DISCUSSION

On April 8, 2014 the City Council conducted the first public hearing regarding Councilmanic redistricting. Justin Levitt, Vice-President of National Demographic Incorporation (NDC) reviewed three (3) draft redistricting plans for the Councilmanic districts in the City of Moreno Valley.

A brief overview of draft maps submitted by NDC

Draft A map divides the city into quadrants. This plan keeps the area north of SR 60 and west of Lassalle in one district. It also keeps the southern areas south of Cactus currently in District 4 together, united with the remainder of Moreno Valley Ranch.

Draft B map reflects the demographics of the city by uniting areas with similar attributes, such as income, rental units, and percent with children at home. Areas 2 and 3 include those neighborhoods with more children and rental units, while Areas 1 and 4 have a higher proportion of single-family homes. The areas east of Lassalle are divided at SR 60 so the eastern part of the city is divided into two districts.

Draft C map uses the current district boundaries, but aligns the districts to major roads. The area north of SR 60 is kept in one district except the small area immediately north south of Ironwood Avenue between Frederick Street and Perris Boulevard. The Moreno Valley Ranch area is united in Area 3.

A Moreno Valley resident submitted two (2) draft maps and discussed in detail the criteria utilized for his maps submitted for Council consideration. The citizen addressed the following criteria in his maps: communities of interest, historical data, compactness and contiguity and population growth.

During the April 8, 2014 public hearing, public comments were received orally and in writing.

A second redistricting Citizens' Community meeting at the Senior Center on April 16, 2014 will give citizens the opportunity to submit drawn plans for consideration at the April 22, 2014 public hearing. The redistricting process will be explained to the citizens of Moreno Valley and the on-line redistricting tool will be demonstrated by Justin Levitt, Vice-President of NDC.

A third public hearing will be held on May 13, 2014. Elections Code 21601.1 states that the Council must hold at least one public hearing on any proposal to adjust boundaries of a district prior to a public hearing at which the Council votes to approve or defeat the proposal.

Citizens are encouraged to be part of the redistricting process, submit their plans and comments orally or in writing at any public hearing. Contact information for the consultant and the City Clerk are posted on the City's web-site. Public paper kits are available on the City's website and at the City Clerk's office. The paper kits allow citizens that do not have access to a computer to manually draw maps.

ALTERNATIVES

California statutes require a second public hearing held. There are no alternative in order to comply with applicable state law.

FISCAL IMPACT

Costs for the consultant work to develop revised City Council districts are estimated at approximately \$30,000 based on the City's previous redistricting process. Updated projections will be developed as the scope of work is refined. The Chief Financial Officer has been authorized to make appropriation changes as may be required for these specialized services. This expenditure has been included in the mid-year budget.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 13/14 Budget	Proposed Adjustments	FY 13/14 Amended Budget
Redistrict Consultant	Gen. Fund	1010-12-05-12010-625099	Exp	\$16,500	\$30,000	\$46,500

NOTIFICATION

Posting of agenda
Public hearing Notice - Press Enterprise

ATTACHMENTS

1. Draft Plan A Map
2. Draft Plan B Map
3. Draft Plan C Map
4. Public Plan 1a – submitted by citizen
5. Public Plan 1a Demographics
6. Public Plan 2a – submitted by citizen
7. Public Plan 2a Demographics
8. Suggestion of MV Districts – submitted by citizen on 4/16/2014
9. Public Plan 3a – submitted by citizen
10. Public Plan 3a Demographics
11. Public Plan 4a – submitted by citizen
12. Public Plan 4a Demographics
13. Public Plan 5a – submitted by citizen
14. Public Plan 5a Demographics
15. Public Plan 6a – submitted by citizen
16. Public Plan 6a Demographics
17. Public Plan 7a – submitted by citizen
18. Public Plan 7a Demographics
19. NDC Public Plans Cover Memorandum

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

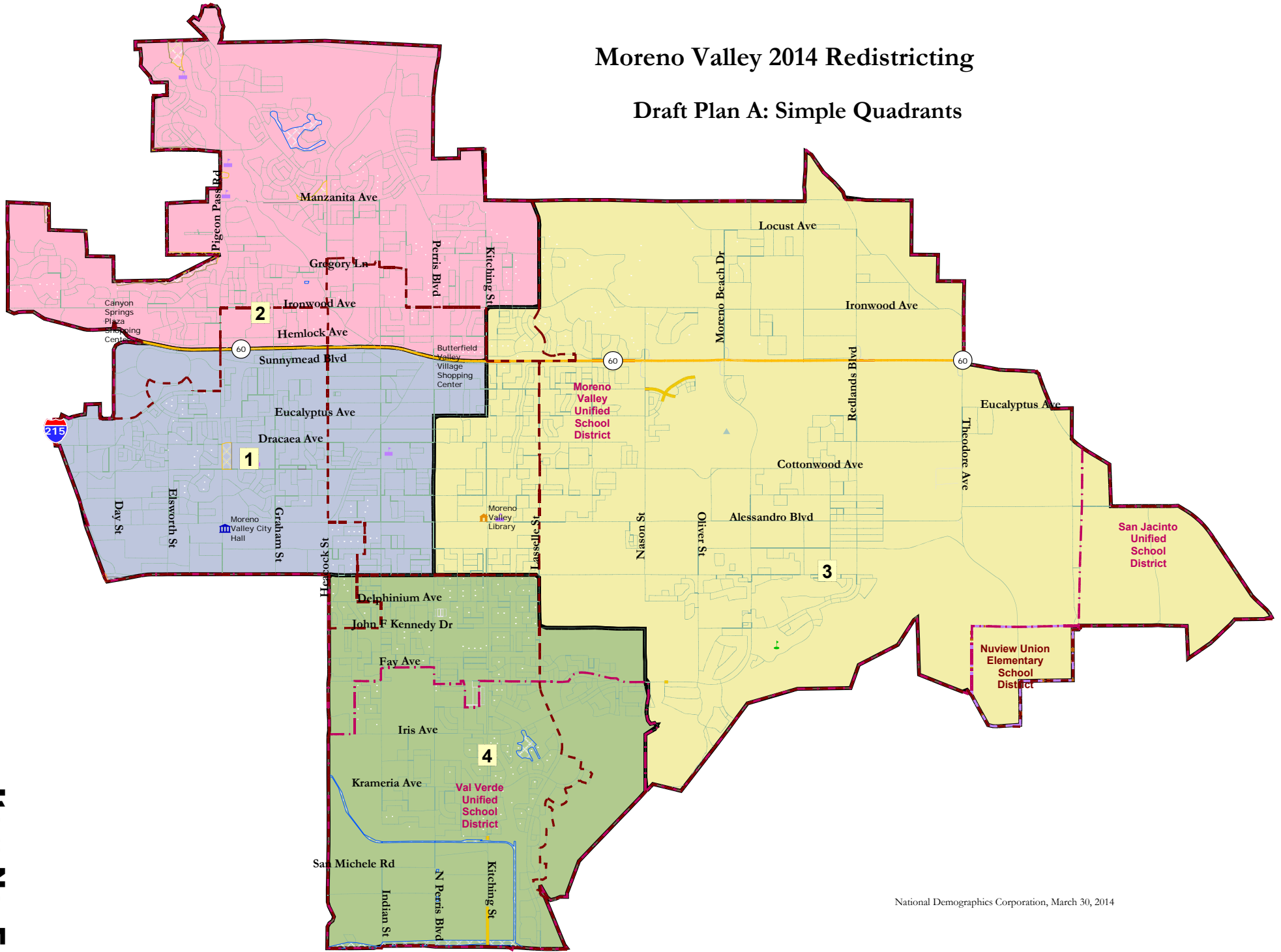
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Moreno Valley 2014 Redistricting

Draft Plan A: Simple Quadrants

-151-

Item No. E.1



National Demographics Corporation, March 30, 2014

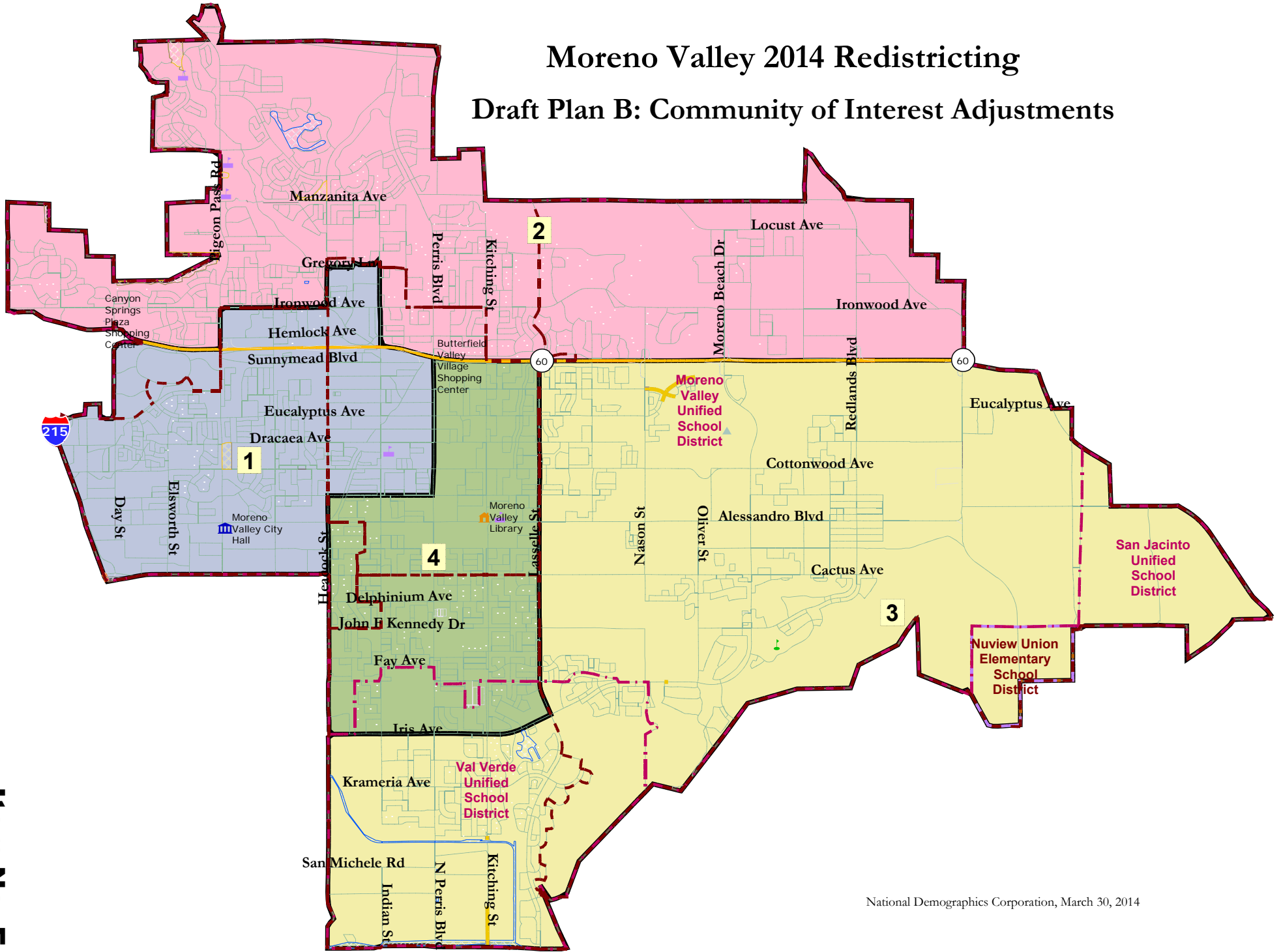
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Moreno Valley 2014 Redistricting

Draft Plan B: Community of Interest Adjustments

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Item No. E.1

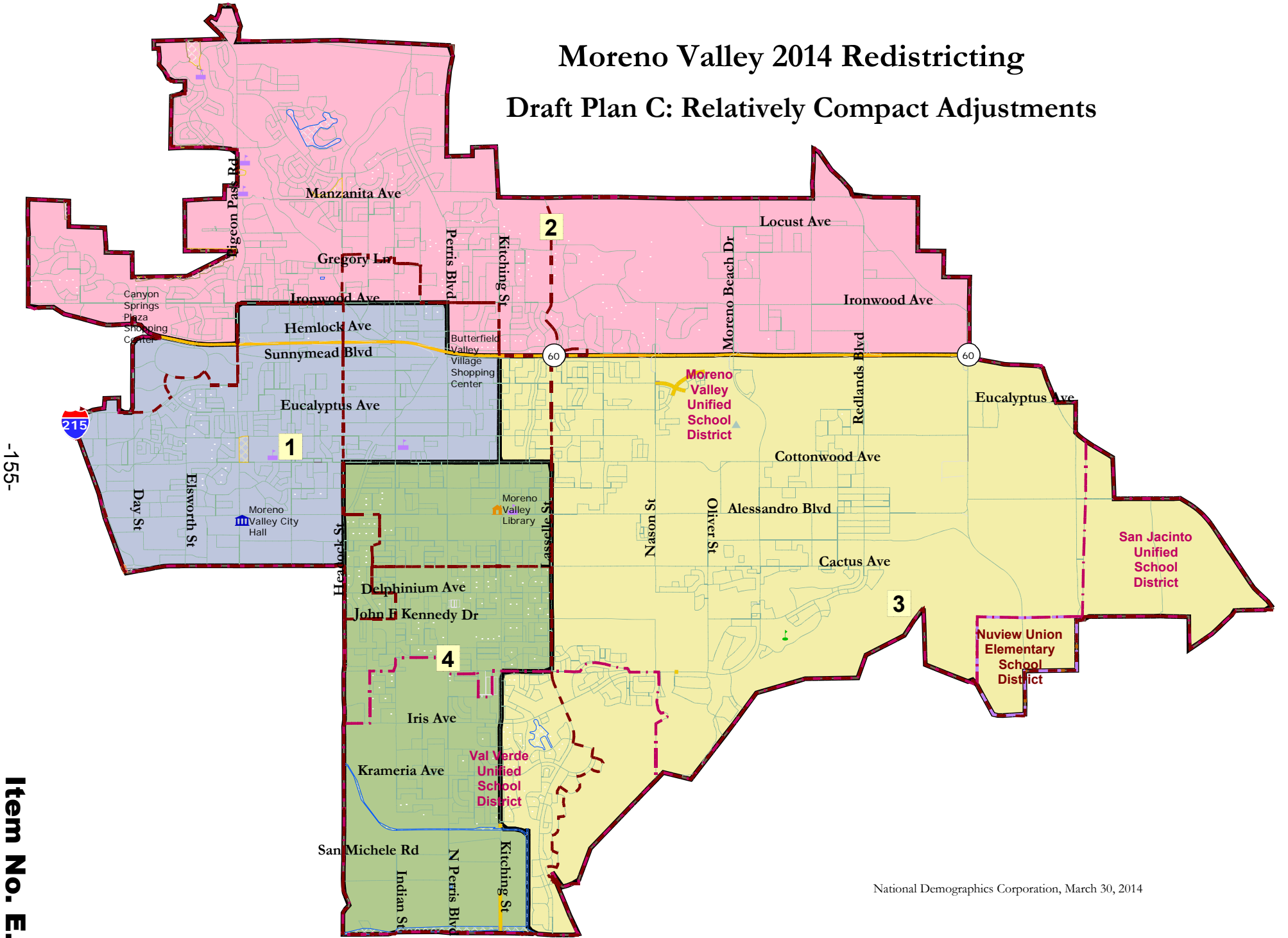


National Demographics Corporation, March 30, 2014

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Moreno Valley 2014 Redistricting

Draft Plan C: Relatively Compact Adjustments



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Item No. E.1

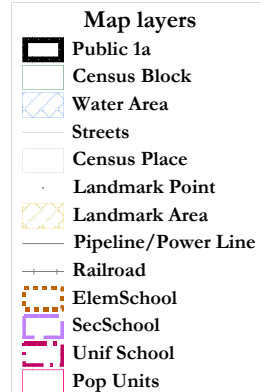
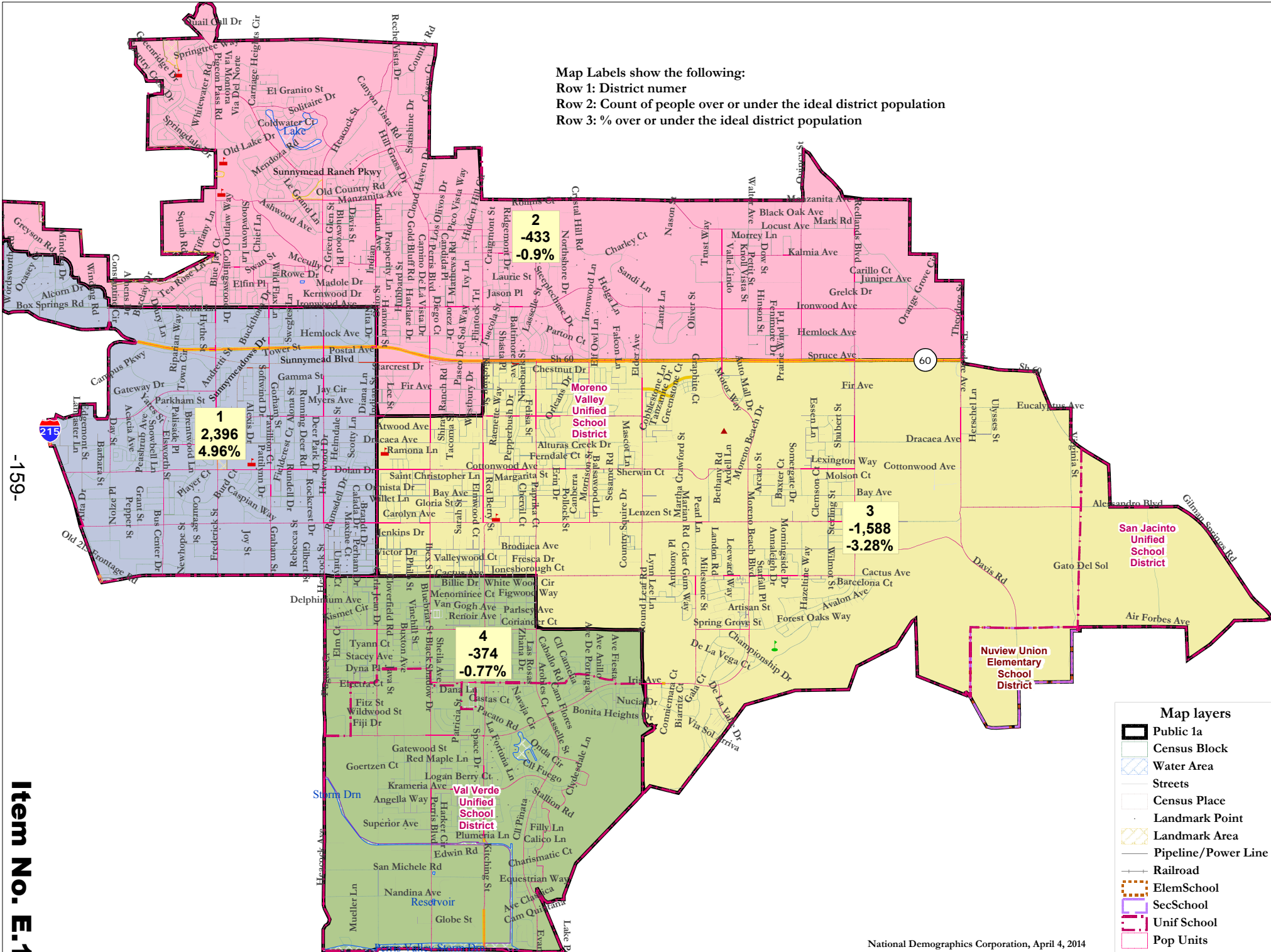
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Pages 157 – 196 are late submittals and have been added to the packet in order to provide the public with the latest information.

The agenda has been properly noticed.

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Map Labels show the following:
 Row 1: District number
 Row 2: Count of people over or under the ideal district population
 Row 3: % over or under the ideal district population

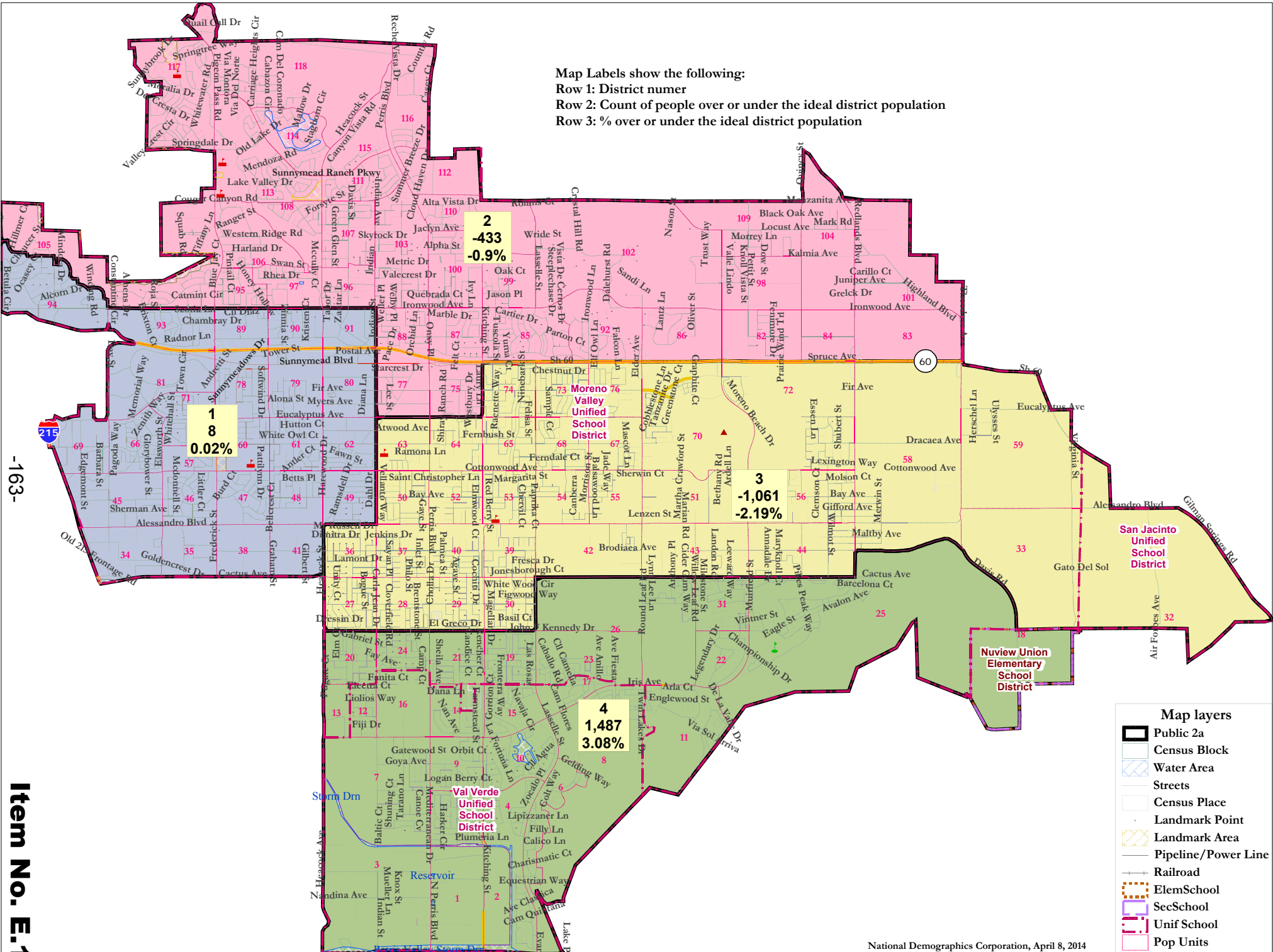


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Moreno Valley 2014 Proposed Public 1a						
District		1	2	3	4	Total
	Total Pop	50,737	47,908	46,753	47,967	193,365
	Deviation from ideal	2,396	-433	-1,588	-374	3,984
	% Deviation	4.96%	-0.90%	-3.28%	-0.77%	8.24%
Total Pop	% Hisp	61%	47%	52%	58%	54%
	% NH White	14%	29%	18%	14%	19%
	% NH Black	18%	16%	19%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	56%	42%	47%	54%	50%
	% NH White	18%	33%	22%	18%	23%
	% NH Black	18%	16%	19%	19%	18%
	% Asian-American	7%	6%	10%	7%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	40%	41%	41%
	% NH White	23%	38%	30%	23%	29%
	% NH Black	25%	16%	19%	26%	21%
	% Asian-American	6%	3%	9%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	41%	30%	36%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	10%	9%	10%
Immigration	immigrants	28%	21%	25%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	54%	23%	28%	30%	37%
	owned	37%	71%	65%	60%	63%
	singlefamily	64%	95%	88%	92%	84%
	multifamily	36%	5%	12%	8%	16%
Language spoken at home	english	47%	58%	50%	52%	52%
	spanish	47%	38%	42%	42%	42%
	asian-lang	3%	2%	6%	5%	4%
Children at Home	child-under18	48%	41%	48%	46%	46%
Work (percent of pop age 16+)	employed	51%	55%	58%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	15%	18%	20%
	hhincome25-50k	28%	22%	23%	27%	25%
	hhincome50-75k	19%	19%	22%	23%	21%
	hhincome75-200k	23%	42%	39%	30%	33%
	hhincome200k-plus	1%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	62%	59%	24%
	bachelor	9%	11%	12%	11%	61%
	graduatedegree	3%	7%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Map Labels show the following:
 Row 1: District numer
 Row 2: Count of people over or under the ideal district population
 Row 3: % over or under the ideal district population



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Moreno Valley 2014 Proposed Public 2A						
District		1	2	3	4	Total
	Total Pop	48,349	47,908	47,280	49,828	193,365
	Deviation from ideal	8	-433	-1,061	1,487	2,548
	% Deviation	0.02%	-0.90%	-2.19%	3.08%	5.27%
Total Pop	% Hisp	60%	47%	58%	52%	54%
	% NH White	14%	29%	17%	16%	19%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	5%	6%	7%	8%	7%
Voting Age Pop	% Hisp	55%	42%	54%	48%	50%
	% NH White	18%	33%	20%	19%	23%
	% NH Black	18%	16%	16%	22%	18%
	% Asian-American	7%	6%	8%	9%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	44%	37%	41%
	% NH White	23%	38%	27%	25%	29%
	% NH Black	24%	16%	19%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	40%	30%	40%	36%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	37%	32%	33%
	% Asian-Surnamed	1%	1%	0%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	37%	37%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	9%	10%	10%
Immigration	immigrants	27%	21%	27%	23%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	55%	23%	28%	29%	37%
	owned	36%	71%	64%	61%	63%
	singlefamily	63%	95%	89%	91%	84%
	multifamily	37%	5%	11%	9%	16%
Language spoken at home	english	47%	58%	45%	56%	52%
	spanish	47%	38%	47%	37%	42%
	asian-lang	3%	2%	5%	6%	4%
Children at Home	child-under18	48%	41%	50%	45%	46%
Work (percent of pop age 16+)	employed	51%	55%	55%	55%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	18%	16%	20%
	hhincome25-50k	28%	22%	27%	24%	25%
	hhincome50-75k	19%	19%	23%	22%	21%
	hhincome75-200k	23%	42%	31%	37%	33%
	hhincome200k-plus	1%	3%	1%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	60%	61%	24%
	bachelor	9%	11%	10%	13%	61%
	graduatedegree	3%	7%	3%	5%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Suggestion of MV Districts - hww

Districts Based on Charter Communities
Of Moreno Valley

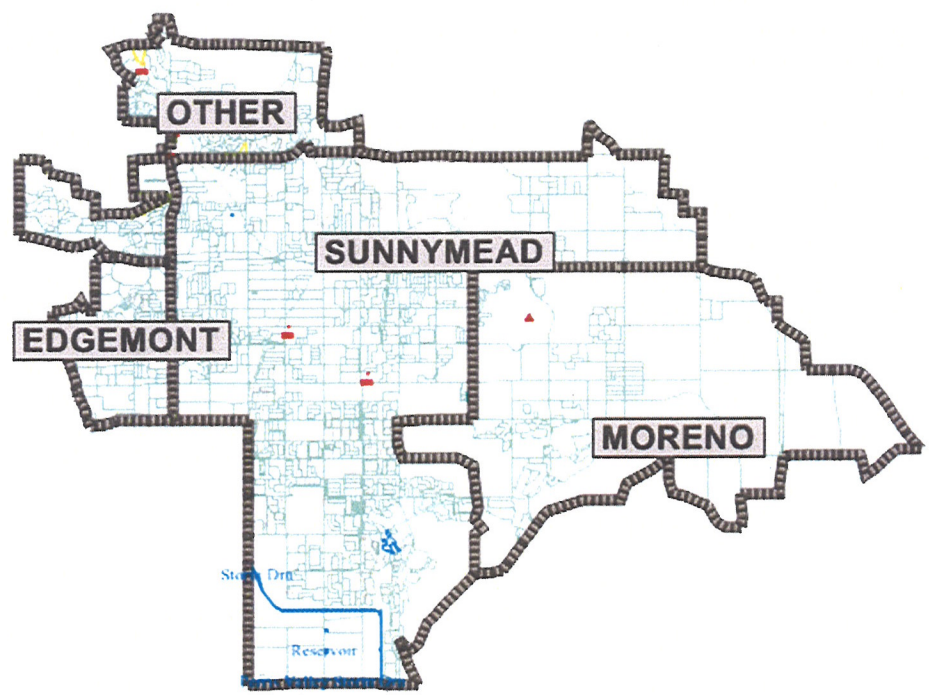
April 16,2014

Charter Communities of Moreno Valley (text)

- Redistricting did not effect school district communities,
- Based on original three communities of Sunnymead, Moreno and Edgemont (see map),
- Based on conversations with a rep from MV Historical Society:
 - Edgemont: W - old 215, N - 60, E - Frederick, S – Cactus;
 - Sunnymead: W - Frederick, N- Manzanita, E - Perris, N – Mountains north of Ironwood, E – Mountains north east of 60, E - Nason South of 60; S – Perris area;
 - Moreno: W- Nason, N – 60, E – Gilmore, S – Mountains;

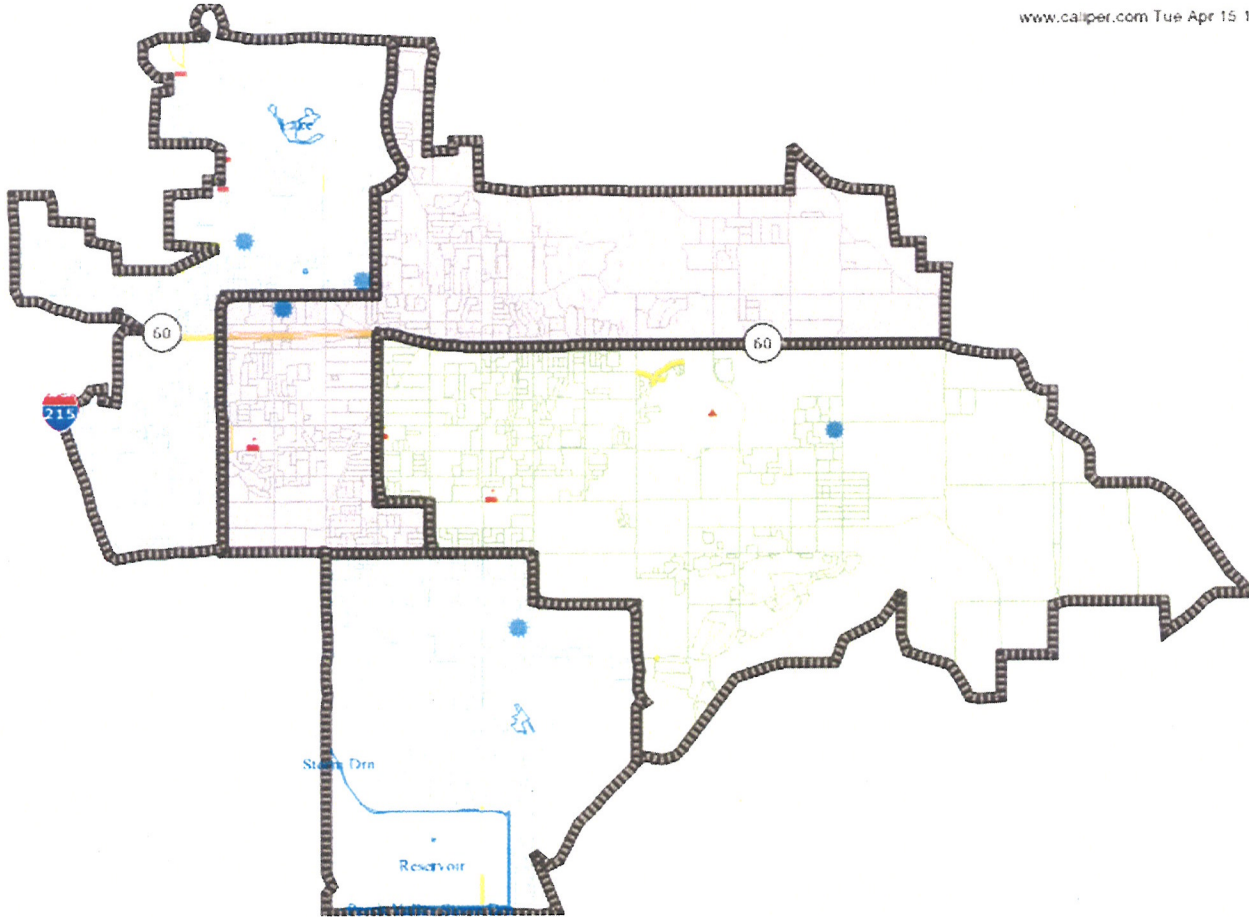
Charter Communities of Moreno Valley (map)

www.caliper.com Wed Apr 16 15:30:55 2014



Suggested Districts Based On MV Charter Communities

www.caliper.com Tue Apr 15 17:35:16 2014



District Descriptions (one and two)

- **District 1**

- Kept old Edgemont area together and enlarged it to North of the city,
- Edgemont is too small for its own district, so combined it with newer, less populated communities north of 60 – Edgemont needs people for mall, newer communities need commercial shopping area for its people,
- Took out the weird dog leg north of 60 and included area in District 1,
- District 1 has the mall,
- Has city hall and business area along Alessandro, west of Frederick

- **District 2**

- Kept a much of Sunnymead area together as possible for population constrains,
- Kept Sunnymead business (Sunnymead Blvd from Frederick to Indian together in District 2,
- Kept business area east of Indian along Alessandro
- Has Sunnymead businesses and hotels west of Indian; includes the IHOP shopping area; business side of Alessandro,

New apartments and business expected north of 60,

District Descriptions (3 and 4)

- **District 3**

- Includes Stone Ridge mall, Sunnymead business area east of Indian,
- Includes both hospitals, RCC college, includes all of Perris Union High School District area and San Jacinto Unified High School District that are in Moreno Valley,
- New businesses expected along Eucalyptus,

- **District 4**

- has US Health Work medical group, has Home Depot business area,
- Warehouse development,

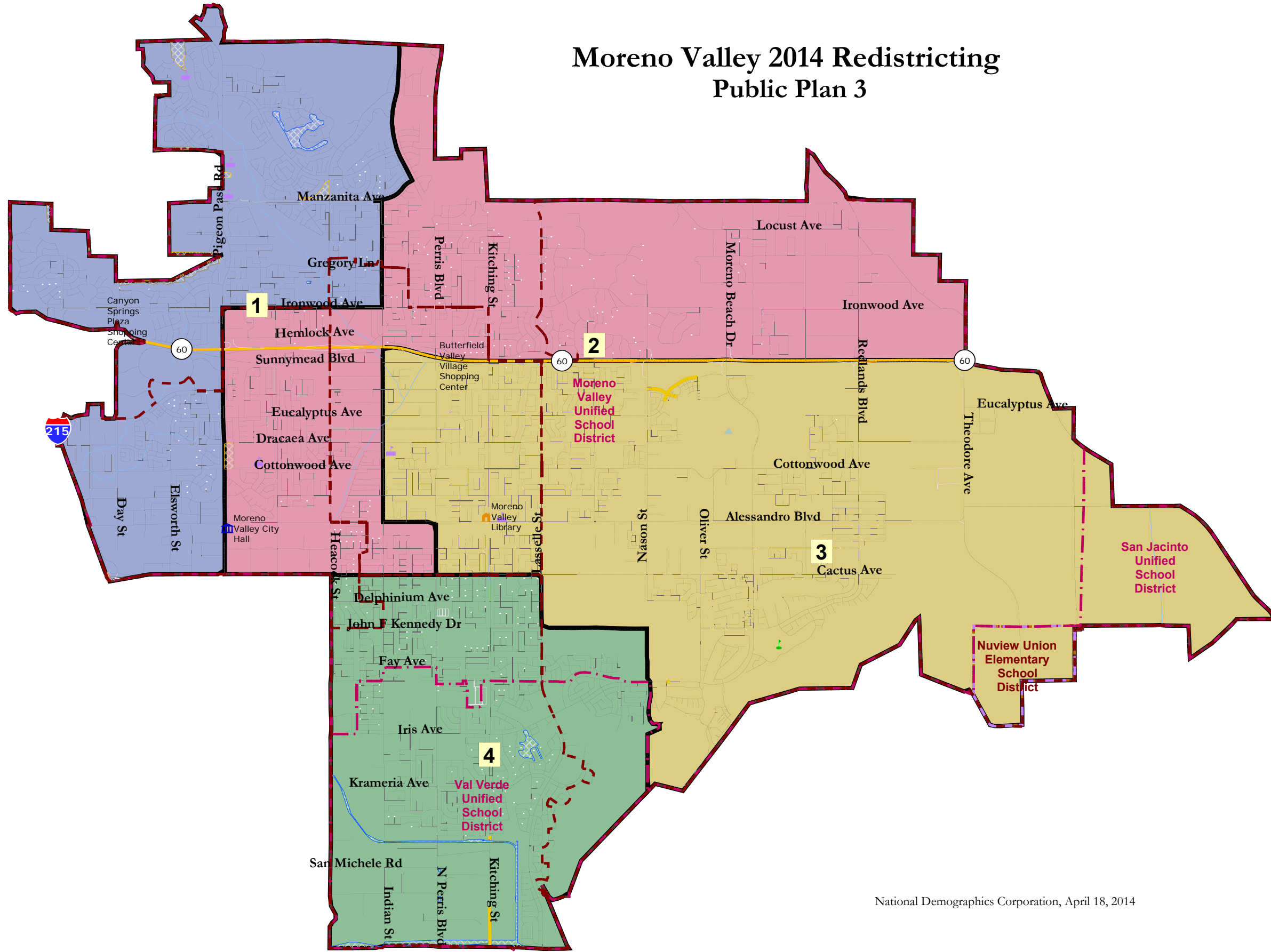
Demographics of Suggested Districts

	Pop.	Dev.	% Dev.	Hisp. Origin	% Hisp. Orig.	NH Wht	%NH_Wht	NH_DOJ_Blk	%NH_DOJ_Blk
	48,338	-3	0	24,331	50.30	11,280	23.30	8,265	17.10
	48,347	6	0	27,704	57.30	9,611	19.90	7,867	16.30
-173-	48,713	372	0.8	25,456	52.30	8,754	18.00	9,218	18.90
	47,967	-374	-0.8	27,678	57.30	6,928	14.40	9,378	19.60
	193,365	0	0	105,169	54.39	36,573	18.91	34,728	17.96
	18+_Pop	H18+_Pop	% H18+	NH18+_Wht	% NH18+_Wht	NH18+_Blk	% NH18+_Blk		
	33,438	15,176	45.39	9,200	27.51	5,633	16.85		
	32,585	16,970	52.08	7,933	24.35	5,347	16.41		
	33,187	14,833	44.70	7,155	21.56	6,309	19.01		
	31,659	17,030	53.79	5,575	17.61	6,142	19.40		
	130,869	64,009	48.91	29,863	22.82	23,431	17.90		

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Moreno Valley 2014 Redistricting Public Plan 3



- Map layers**
- Public 3
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

National Demographics Corporation, April 18, 2014

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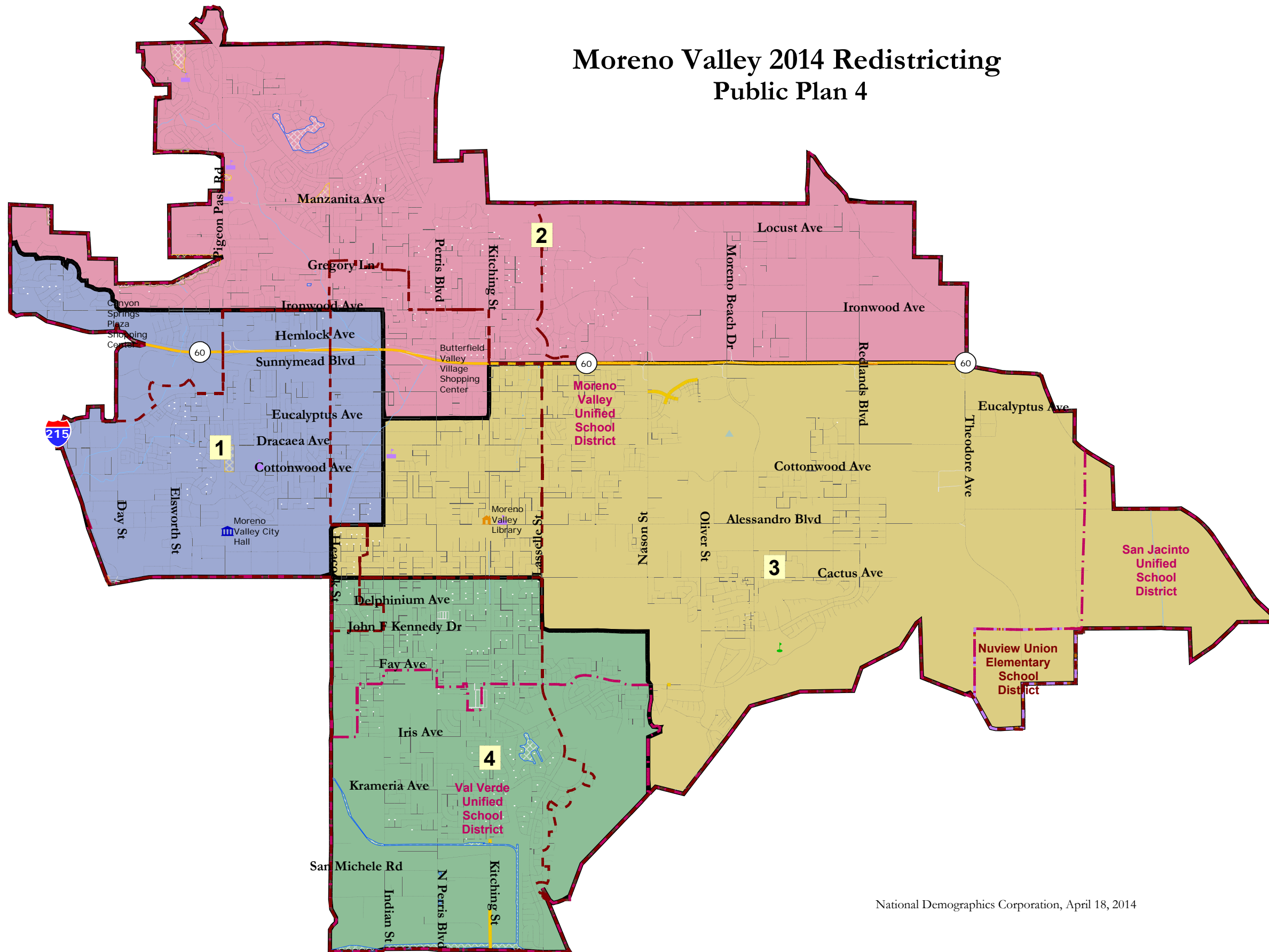
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Moreno Valley 2014 Public Plan 3a						
District		1	2	3	4	Total
	Total Pop	48,338	48,347	48,713	47,967	193,365
	Deviation from ideal	-3	6	372	-374	746
	% Deviation	-0.01%	0.01%	0.77%	-0.77%	1.54%
Total Pop	% Hisp	50%	57%	52%	58%	54%
	% NH White	23%	20%	18%	14%	19%
	% NH Black	17%	16%	19%	20%	18%
	% Asian-American	7%	4%	8%	6%	7%
Voting Age Pop	% Hisp	45%	52%	48%	54%	50%
	% NH White	28%	24%	22%	18%	23%
	% NH Black	17%	16%	19%	19%	18%
	% Asian-American	8%	5%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	40%	44%	40%	41%	41%
	% NH White	33%	29%	30%	23%	29%
	% NH Black	19%	20%	20%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	32%	37%	37%	39%	36%
	% Asian-Surnamed	2%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	29%	33%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	34%	36%	37%	38%	36%
	age20-60	55%	54%	54%	53%	54%
	age60plus	12%	10%	10%	9%	10%
Immigration	immigrants	23%	27%	24%	25%	25%
Housing Stats	vacant	9%	7%	7%	10%	8%
	occupied	91%	93%	93%	90%	92%
	rented	34%	41%	31%	30%	37%
	owned	57%	52%	62%	60%	63%
	singlefamily	83%	78%	85%	92%	84%
	multifamily	17%	22%	15%	8%	16%
Language spoken at home	english	57%	48%	50%	52%	52%
	spanish	37%	48%	42%	42%	42%
	asian-lang	4%	2%	5%	5%	4%
Children at Home	child-under18	52%	58%	57%	53%	46%
Work (percent of pop age 16+)	employed	55%	52%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	18%	26%	17%	18%	20%
	hhincome25-50k	25%	26%	23%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	38%	29%	38%	30%	33%
	hhincome200k-plus	3%	1%	1%	1%	2%
Education (among those age 25+)	hs-grad	61%	60%	61%	59%	24%
	bachelor	13%	8%	11%	11%	61%
	graduatedegree	7%	4%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Moreno Valley 2014 Redistricting Public Plan 4



- Map layers**
- Public 4
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

National Demographics Corporation, April 18, 2014

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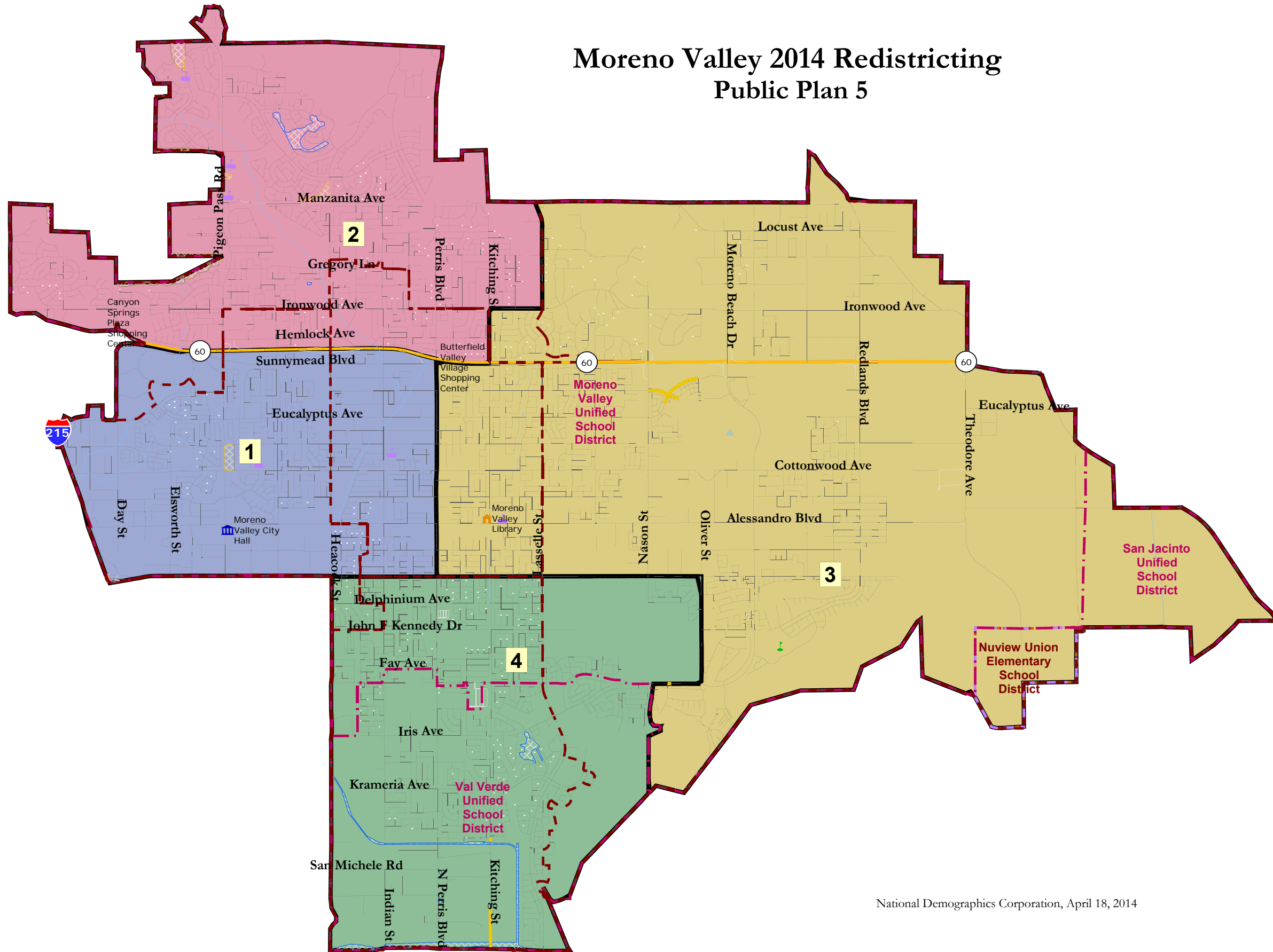
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Moreno Valley 2014 Public Plan 4						
District		1	2	3	4	Total
	Total Pop	48,349	47,908	49,141	47,967	193,365
	Deviation from ideal	8	-433	800	-374	1,233
	% Deviation	0.02%	-0.90%	1.65%	-0.77%	2.55%
Total Pop	% Hisp	60%	47%	52%	58%	54%
	% NH White	14%	29%	18%	14%	19%
	% NH Black	18%	16%	19%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	55%	42%	48%	54%	50%
	% NH White	18%	33%	22%	18%	23%
	% NH Black	18%	16%	19%	19%	18%
	% Asian-American	7%	6%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	43%	40%	40%	41%	41%
	% NH White	23%	38%	29%	23%	29%
	% NH Black	24%	16%	20%	26%	21%
	% Asian-American	6%	3%	9%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	40%	30%	37%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	38%	26%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	38%	32%	37%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	14%	9%	9%	10%
Immigration	immigrants	27%	21%	25%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	55%	23%	28%	30%	37%
	owned	36%	71%	64%	60%	63%
	singlefamily	63%	95%	88%	92%	84%
	multifamily	37%	5%	12%	8%	16%
Language spoken at home	english	47%	58%	50%	52%	52%
	spanish	47%	38%	42%	42%	42%
	asian-lang	3%	2%	6%	5%	4%
Children at Home	child-under18	61%	49%	57%	53%	46%
Work (percent of pop age 16+)	employed	51%	55%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	15%	15%	18%	20%
	hhincome25-50k	28%	22%	23%	27%	25%
	hhincome50-75k	19%	19%	22%	23%	21%
	hhincome75-200k	23%	42%	38%	30%	33%
	hhincome200k-plus	1%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	57%	64%	61%	59%	24%
	bachelor	9%	11%	12%	11%	61%
	graduatedegree	3%	7%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Moreno Valley 2014 Redistricting Public Plan 5



National Demographics Corporation, April 18, 2014

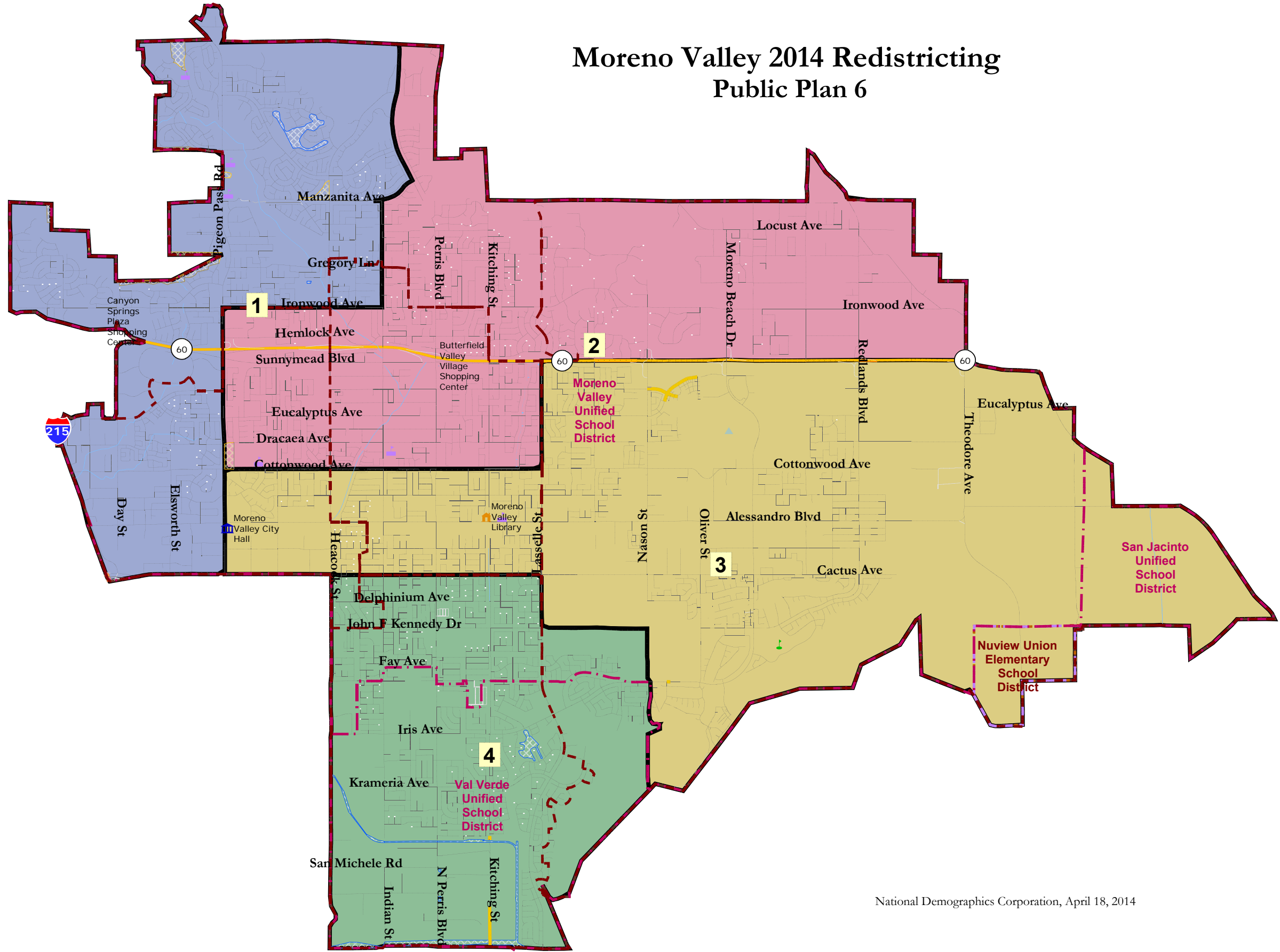
- Map layers**
- Public 5
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

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Moreno Valley 2014 Public Plan 5						
District		1	2	3	4	Total
	Total Pop	46,450	47,709	49,700	49,506	193,365
	Deviation from ideal	-1,891	-632	1,359	1,165	3,250
	% Deviation	-3.91%	-1.31%	2.81%	2.41%	6.72%
Total Pop	% Hisp	64%	46%	50%	57%	54%
	% NH White	12%	27%	21%	14%	19%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	5%	6%	8%	7%	7%
Voting Age Pop	% Hisp	59%	42%	45%	53%	50%
	% NH White	16%	32%	25%	18%	23%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	6%	7%	9%	8%	7%
Citizen Voting Age Pop	% Hisp	48%	40%	38%	41%	41%
	% NH White	21%	35%	33%	23%	29%
	% NH Black	24%	18%	18%	25%	21%
	% Asian-American	5%	4%	7%	9%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	43%	30%	34%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	42%	26%	31%	36%	33%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	39%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	13%	10%	10%	10%
Immigration	immigrants	30%	21%	24%	25%	25%
Housing Stats	vacant	8%	8%	7%	10%	8%
	occupied	92%	92%	93%	90%	92%
	rented	51%	29%	28%	29%	37%
	owned	41%	63%	65%	60%	63%
	singlefamily	72%	85%	87%	92%	84%
	multifamily	28%	15%	13%	8%	16%
Language spoken at home	english	43%	60%	51%	52%	52%
	spanish	51%	36%	41%	42%	42%
	asian-lang	4%	2%	5%	5%	4%
Children at Home	child-under18	61%	52%	55%	53%	46%
Work (percent of pop age 16+)	employed	50%	55%	58%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	29%	19%	15%	18%	20%
	hhincome25-50k	29%	23%	22%	27%	25%
	hhincome50-75k	20%	19%	21%	23%	21%
	hhincome75-200k	23%	39%	41%	31%	33%
	hhincome200k-plus	0%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	54%	64%	63%	60%	24%
	bachelor	8%	12%	12%	11%	61%
	graduatedegree	3%	6%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Moreno Valley 2014 Redistricting Public Plan 6



- Map layers**
- Public 6
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
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National Demographics Corporation, April 18, 2014

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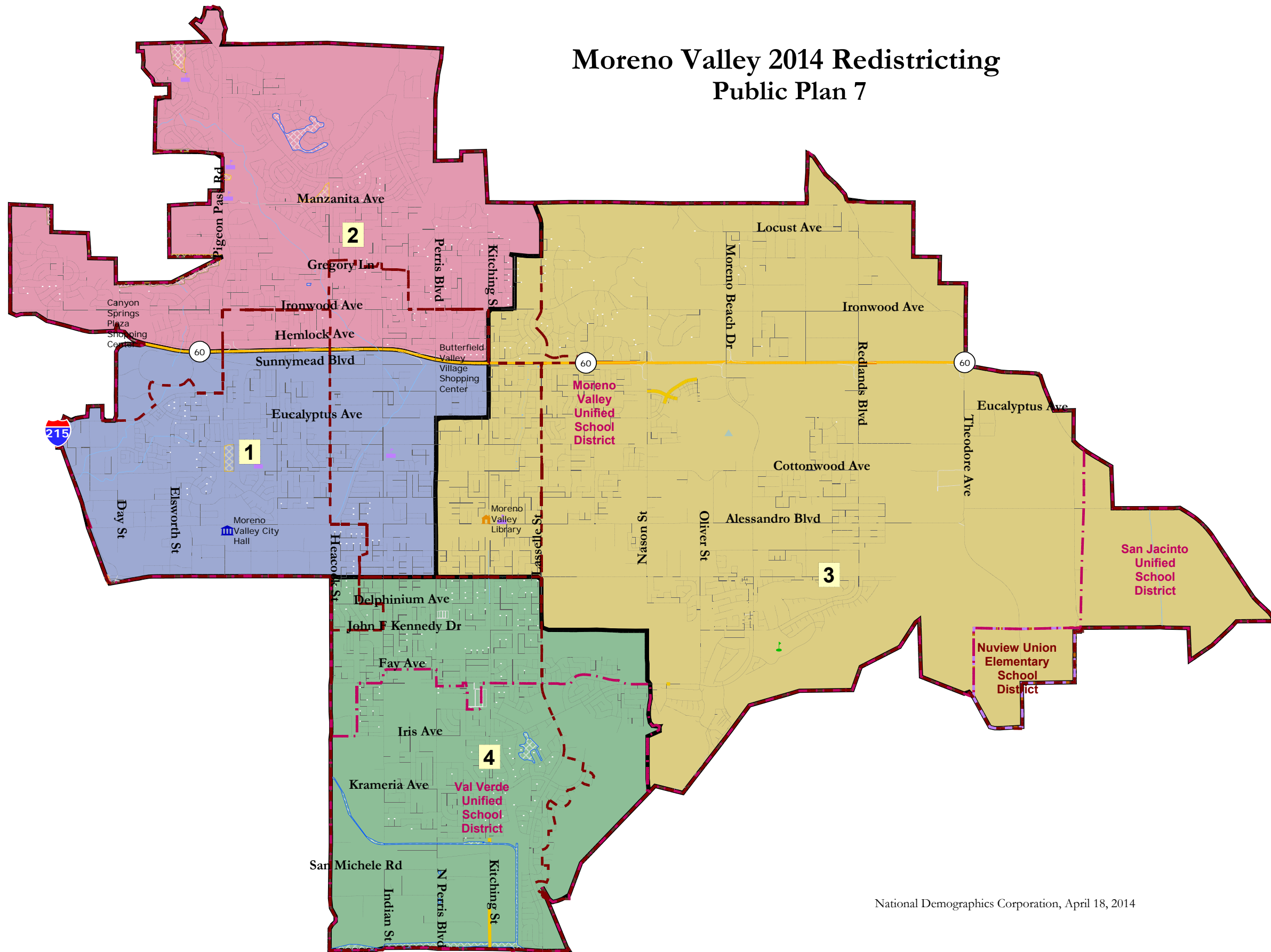
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Moreno Valley 2014 Public Plan 6						
District		1	2	3	4	Total
	Total Pop	48,338	48,144	48,916	47,967	193,365
	Deviation from ideal	-3	-197	575	-374	949
	% Deviation	-0.01%	-0.41%	1.19%	-0.77%	1.96%
Total Pop	% Hisp	50%	57%	53%	58%	54%
	% NH White	23%	20%	18%	14%	19%
	% NH Black	17%	16%	19%	20%	18%
	% Asian-American	7%	4%	8%	6%	7%
Voting Age Pop	% Hisp	45%	52%	48%	54%	50%
	% NH White	28%	25%	21%	18%	23%
	% NH Black	17%	16%	19%	19%	18%
	% Asian-American	8%	5%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	40%	43%	40%	41%	41%
	% NH White	33%	31%	28%	23%	29%
	% NH Black	19%	19%	21%	26%	21%
	% Asian-American	6%	3%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	32%	37%	37%	39%	36%
	% Asian-Surnamed	2%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	29%	33%	33%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	34%	36%	37%	38%	36%
	age20-60	55%	53%	54%	53%	54%
	age60plus	12%	11%	9%	9%	10%
Immigration	immigrants	23%	25%	26%	25%	25%
Housing Stats	vacant	9%	6%	8%	10%	8%
	occupied	91%	94%	92%	90%	92%
	rented	34%	41%	31%	30%	37%
	owned	57%	53%	61%	60%	63%
	singlefamily	83%	77%	85%	92%	84%
	multifamily	17%	23%	15%	8%	16%
Language spoken at home	english	57%	49%	49%	52%	52%
	spanish	37%	48%	42%	42%	42%
	asian-lang	4%	2%	6%	5%	4%
Children at Home	child-under18	52%	56%	59%	53%	46%
Work (percent of pop age 16+)	employed	55%	52%	57%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	18%	26%	17%	18%	20%
	hhincome25-50k	25%	24%	25%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	38%	30%	37%	30%	33%
	hhincome200k-plus	3%	1%	2%	1%	2%
Education (among those age 25+)	hs-grad	61%	60%	61%	59%	24%
	bachelor	13%	8%	11%	11%	61%
	graduatedegree	7%	4%	5%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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Moreno Valley 2014 Redistricting Public Plan 7



- Map layers**
- Public 7
 - Incorporated Cities
 - Water Area
 - Streets
 - Census Place
 - Landmark Point
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - ElemSchool
 - SecSchool
 - Unif School
 - 2011 Plan

National Demographics Corporation, April 18, 2014

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Item No. E.1

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Moreno Valley 2014 Public Plan 7						
District		1	2	3	4	Total
	Total Pop	48,751	47,593	49,054	47,967	193,365
	Deviation from ideal	410	-748	713	-374	1,461
	% Deviation	0.85%	-1.55%	1.47%	-0.77%	3.02%
Total Pop	% Hisp	64%	46%	49%	58%	54%
	% NH White	13%	27%	22%	14%	19%
	% NH Black	16%	18%	18%	20%	18%
	% Asian-American	5%	6%	9%	6%	7%
Voting Age Pop	% Hisp	59%	42%	45%	54%	50%
	% NH White	16%	32%	25%	18%	23%
	% NH Black	16%	18%	18%	19%	18%
	% Asian-American	6%	7%	9%	7%	7%
Citizen Voting Age Pop	% Hisp	47%	40%	37%	41%	41%
	% NH White	21%	36%	34%	23%	29%
	% NH Black	24%	18%	18%	26%	21%
	% Asian-American	5%	4%	8%	8%	6%
Voter Registration (Nov 2012)	% Spanish-Surnamed	44%	30%	34%	39%	36%
	% Asian-Surnamed	1%	1%	1%	1%	1%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2012)	% Spanish-Surnamed	42%	26%	30%	36%	33%
	% Asian-Surnamed	1%	1%	1%	0%	1%
	% Filipino-Surnamed	0%	0%	1%	1%	1%
Age	age0-19	39%	32%	36%	38%	36%
	age20-60	53%	55%	54%	53%	54%
	age60plus	9%	13%	10%	9%	10%
Immigration	immigrants	29%	21%	24%	25%	25%
Housing Stats	vacant	8%	8%	7%	10%	8%
	occupied	92%	92%	93%	90%	92%
	rented	52%	29%	26%	30%	37%
	owned	40%	63%	67%	60%	63%
	singlefamily	71%	85%	89%	92%	84%
	multifamily	29%	15%	11%	8%	16%
Language spoken at home	english	43%	60%	52%	52%	52%
	spanish	52%	36%	40%	42%	42%
	asian-lang	3%	2%	5%	5%	4%
Children at Home	child-under18	61%	52%	55%	53%	46%
Work (percent of pop age 16+)	employed	50%	55%	59%	53%	54%
	Commute on Public Transit	1%	1%	1%	1%	1%
Household Income	hhincome0-25k	30%	19%	13%	18%	20%
	hhincome25-50k	29%	23%	22%	27%	25%
	hhincome50-75k	19%	19%	21%	23%	21%
	hhincome75-200k	23%	39%	42%	30%	33%
	hhincome200k-plus	0%	3%	2%	1%	2%
Education (among those age 25+)	hs-grad	54%	64%	63%	59%	24%
	bachelor	8%	12%	12%	11%	61%
	graduatedegree	3%	6%	6%	3%	11%
Total and Voting Age population data from the 2010 Decennial Census.						
Voter Registration and Turnout data from the California Statewide Database, Nov. 2012 data.						
Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2008-2012 American Community Survey 5-year data.						

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April 19, 2014

Plans submitted by citizens of Moreno Valley

For each plan, we include the name of the individual who submitted the plan as well as any comments they submitted alongside the plan using the online system.

➤ **Plan 1a**

Submitted by Roy Bleckert

Notes: Mr. Bleckert submitted “Plan 1 as drawn” and worked with National Demographics to balance population to produce Plan 1a.

➤ **Plan 2a**

Submitted by Roy Bleckert

Notes: Mr. Bleckert submitted “Plan 2 as drawn” and worked with National Demographics to balance population to produce Plan 2a.

➤ **Plan 3a: “The Charter Plan”**

Submitted by Hans Wolterbeek

Comments:

“This plan is based on the historic communities that made up Moreno Valley - Edgemont to the West, Sunnymead in the middle and Moreno in the East.

The rationale here was to preserve the integrity of the original Edgemont area. While this is a very densely populated area the total population in this area is insufficient for a separate district. Since this area has a shopping mall while the area north of the 60 lacks a business area the Edgemont area was combined into one district together with the bedroom community to the North West of the city north of the 60.

Another district is based on the original Moreno community east of Perris Blvd to preserve the build out general plan for the rural east end of Moreno Valley Rancho Belago with large lots for animals. This is a large district because the area was zoned for large lots.

A separate district was made of the original Sunnymead community. The district to the south east of the Air Force Base is a heavily populated community of interest with many warehouses.”

➤ **Plan 4**

Submitted anonymously (name withheld by request)

➤ **Plan 5**

Submitted by Deanna Reader

➤ **Plan 6: “Adoption Plan”**

Submitted by Thomas R. Jerele Sr.

Comments:

“This plan combines population areas with local business areas. The Edgemont area has the city mall as the major business area. This area is very populated but its population is insufficient to be a separate district. One district was formed by combining Edgemont with the population north of the 60. One council member in charge of both areas can get the support of the residents in city North West area to help solve the problems of the Edgemont area. The Edgemont area will become cognizant of the benefits of being associated with the population north of the 60.

The same idea is used to combine the entire problematic area around Sunnymead Boulevard with the population north of the 60. It is in the interest of the residents north of the 60 to help solve the Sunnymead Boulevard problems.

The third district is the area south of the 60 east of the Sunnymead district. This area is based on the original Moreno community to preserve the build out general plan for the rural east end for large lots for animals.

The fourth district to the south is a populated community with many warehouses.”

➤ **Plan 7: “East Side Area Plan”**

Submitted by Lindsay Robinson

Comments:

“The purpose of this plan is to preserve as much of the original areas east of the city as possible. Much of this community is based on the original Moreno community but it also includes the North Eastern part of the old Sunnymead community.

This area had wide open places and was used for farming chicken ranches and horse stables. The build out general plan for the rural east end of Moreno Valley Rancho Belago was to continue with large lots for animals among other designations. By the very nature of the zoning the population is lower than other areas of the city.

A separate district was formed for the Edgemont and Sunnymead boulevard business and bedroom communities since this area has been problematic in the city for the last several decades.

The plan has kept the community of interest that is north of the 60 on the North West side of the city intact and placed this area into one district.

The plan also kept the community of interest east of March Air Force Base and south of the city intact as a separate district.”



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: Abdul Ahmad, Fire Chief

AGENDA DATE: April 22, 2014

TITLE: PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT ACCOUNTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts.
2. Adopt Resolution No. 2014-31. A Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs against Real Property located in the City of Moreno Valley, for Abatements of Public Nuisances and direction that said Statements of Costs Constitute a Lien upon Said properties.
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2014/2015 Riverside County property tax roll for collection.
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2014-31 and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code.

SUMMARY

In 2013, the Fire Prevention Bureau performed public nuisance abatements to remove hazardous and other nuisance conditions from vacant parcels in the City. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

This report recommends that the City Council convene a Public Hearing and consider staff recommendations to adopt the proposed resolution of the City of Moreno Valley, confirming assessments on certain real properties and approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year 2014/2015 Riverside County property tax roll for collection.

DISCUSSION

In April of each year, the Fire Prevention Bureau sends each vacant parcel owner as identified by the last equalized assessment roll a Weed and Nuisance Abatement letter. This letter states that all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter upon the premises is a public nuisance and must be abated per Moreno Valley Municipal Code 6.04 by April 15.

After April 15, each vacant parcel in Moreno Valley is inspected to determine if the property owner has voluntarily complied with the request in the letter. If the parcel is non-compliant, a notice of violation is then mailed to the property owner advising them that they have 10 days to perform the required abatement. The property is then reinspected for compliance. Should the vacant parcel still require the removal of all weeds, dry vegetation, rubble, junk, trash, debris, objects, discarded auto bodies, parts and other waste matter, then a final notice of violation is mailed to the property owner giving the parcel owner 7 additional days to comply.

Once the period of time has passed as identified in the final notice, then per Municipal Code 6.04 the property is scheduled for abatement by city contractor. This section of the municipal code also allows for recovery of costs associated with said abatements.

The Property Assessment List for general nuisance and weed abatements is hereby submitted for review and consideration by the City Council. A statement of costs was mailed to the legal owner of record for each property requiring abatement action. The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. A copy of the statement of costs shall remain on file in the Fire Prevention Bureau.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2013. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2014/2015 tax bill if not paid directly to the City by July 1, 2014. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Approve and authorize the recommended action as presented in this staff report.
This alternative will facilitate cost recovery for those costs incurred by the City for

the abatement of public nuisance and hazard reduction work performed as outlined in the attached Property Assessment List.

2. Do not approve and authorize the recommended actions as presented in this staff report. *This will result in cost for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.*

FISCAL IMPACT

Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the Property Assessment List that is attached to the resolution as Exhibit A.

As detailed in the Property Assessment List, the costs incurred by the City for contractual abatements are outlined below. An additional \$13.80 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 2014/2015.

Fire Prevention Bureau

Contractual, Inspection, and Administrative	\$77,408.56
S.D.A. Fixed Charge Fee: (121 @ \$13.80 each)	<u>\$1,669.80</u>
Total:	\$79,078.36

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2014, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Special Assessment for each property shall remain on file in the Fire Prevention Bureau. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for the 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.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

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

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of weed abatement conditions was specifically met by:

1. Mailing a “Notice to Abate” to property owners by regular mail.
2. Telephone contact with property owners, when possible (i.e., phone number on file).

Furthermore, a “Notice of Public Hearing” was published on April 2, 2014 and April 9, 2014, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council’s action will also be done in accordance with section 6066 of the Government Code. In addition, the Fire Prevention Bureau mailed a Statement of Cost to each property owner in March 2014 indicating the amount owed for the nuisance abatement services performed by the City as well as the date of the City Council meeting at which this Public Hearing would occur. An official list of the submitted delinquent accounts was submitted to Special Districts and indicates the maximum charges which can be placed on the property tax roll for FY 2014/2015.

ATTACHMENTS

Attachment 1: Proposed Resolution confirming assessments on certain real properties as outlined in the Property Assessment List for the abatement of nuisances

Prepared By:
Mayra Robledo
Administrative Assistant

Department Head Approval:
Abdul Ahmad
Fire Chief

Concurred By:
Randall Metz
Fire Marshal

RESOLUTION NO. 2014 -31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statement of Costs; and

WHEREAS, having received and considered said Statement of Costs and having notified the affected property owners and given them an opportunity to be heard.

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

1. The Statements of Costs, Notice of City Council Meeting, and Notices of Special Assessments, copies of which are on file with the Fire Prevention Bureau, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List, attached hereto as Exhibit A and incorporated herein by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

1
Resolution No. 2014 -31
Date Adopted: April 22, 2014

APPROVED AND ADOPTED this 22nd day of April, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-31²
Date Adopted: April 22, 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. 2014-31 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of April, 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. 2014-31
Date Adopted: April 22, 2014

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Annual Fire Prevention Weed Abatement Report

Parcel	Owner	Owner Address	Summary of Work	Abate Date	Contractor Cost	Reinspection Fees	Admin Cost	Special Dist Fee	Total Cost	
1	479230018	LAI, PAUL CH	1141 RODEO RD ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/5/2013	421.00	157.00	240.00	13.80	831.80
2	481171011	FREDERICK HOMES INC	3248 WILLOW HOLLOW RD CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
3	481270026	FREDERICK HOMES INC	3248 WILLOW HOLLOW RD CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/6/2013	564.20	157.00	240.00	13.80	975.00
4	312270030	PETERSON, CHRISTINE PARK	10411 CAMARILLO ST TOLUCA LAKE CA, 91602	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Remove tumbleweeds	5/30/2013	224.00	157.00	240.00	13.80	634.80
5	316210008	CHANDLER, STEPHEN	20635 E VALLEY BLV NO B WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. All weeds must be cleared	5/29/2013	534.50	157.00	240.00	13.80	945.30

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6	473150053	SUNNYMEAD 240 LTD PARTNERSHIP	10502 GROVE OAK DR SANTA ANA CA, 92705	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/4/2013	294.00	157.00	240.00	13.80	704.80
7	484041029	QUESTAR LINE 90 CO	P O BOX 45360 SALT LAKE CITY UT, 84145	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	99.00	157.00	240.00	13.80	509.80
8	263160002	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	133.00	157.00	240.00	13.80	543.80
9	291130013	RODRIGUEZ, RENE A	2554 LA FIESTA ALTA DENA CA, 91001	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	195.00	157.00	240.00	13.80	605.80
10	292181004	SMITH, JOHN CHARLES	23838 HEMLOCK AVE MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	6/5/2013	131.00	157.00	240.00	13.80	541.80
11	297150031	R&H HOTEL DEV	16278 MENAHKA RD APPLE VALLEY CA, 92307	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	194.00	157.00	240.00	13.80	604.80
12	473401017	STONER, TRACY	P O BOX 5077 RIVERSIDE CA, 92517	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
13	475160065	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	228.00	157.00	240.00	13.80	638.80

14	478120002	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	233.00	157.00	240.00	13.80	643.80
15	478174020	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
16	481120004	CAMPA, GENOVEVA U	P O BOX 4541 OCEANSIDE CA, 92056	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/4/2013	99.00	157.00	240.00	13.80	509.80
17	481171046	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
18	312270031	ACOSTA, GEORGE R	14035 TUSCANY CT RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Remove tumbleweeds	5/31/2013	356.00	157.00	240.00	13.80	766.80
19	316210019	VOGEL PROP INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	359.00	157.00	240.00	13.80	769.80
20	481270060	NEJAD, M J RAHMANI	3380 LA SIERRA AVE NO 104 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements.	6/6/2013	441.55	157.00	240.00	13.80	852.35
21	487250005	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
22	263160008	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/5/2013	358.00	157.00	240.00	13.80	768.80

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23	291130016	SUWIGHT FAMILY LTD PARTNERSHIP	4020 TYLER ST NO 525 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	389.00	157.00	240.00	13.80	799.80
24	292191021	ONTIVEROS, LUIS A	4415 CAMINITO TECERA DEL MAR CA, 92014	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	99.00	157.00	240.00	13.80	509.80
25	473150058	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/4/2013	428.00	157.00	240.00	13.80	838.80
26	474120045	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
27	475190005	STEPHAN, RICHARD I	P O BOX 2825 PASO ROBLES CA, 93447	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	231.00	157.00	240.00	13.80	641.80
28	478120005	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	168.00	157.00	240.00	13.80	578.80
29	479090003	MONJAZI, JOHN DAVID	P O BOX 4220 OCEANSIDE CA, 92052	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/4/2013	99.00	157.00	240.00	13.80	509.80
30	481171008	FREDERICK HOMES INC	3248 WILLOW HOLLOW RD CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/4/2013	146.00	157.00	240.00	13.80	556.80
31	481240001	WIEKAMP, CALVIN R	1300 W 2ND ST NO 219 RENO NV, 89503	Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/7/2013	280.00	157.00	240.00	13.80	690.80
32	308040050	CONTINENTAL EAST FUND III	1250 CORONA POINT STE 302 CORONA CA, 92879	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s).	6/3/2013	585.00	157.00	240.00	13.80	995.80

33	316210003	PARRA, ARMANDO TORRES	P O BOX 904 LAKE FOREST CA, 92609	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/3/2013	229.00	157.00	240.00	13.80	639.80
34	316210079	VOGEL ENGINEERS INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	760.00	157.00	240.00	13.80	1,170.80
35	482170049	BURRAGE, CHARLES E	758 NELDOME ST ALTADENA CA, 91001	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
36	263132031	NGUYEN, THANG	1565 GRAPEVINE LN VISTA CA, 92083	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	6/5/2013	99.00	157.00	240.00	13.80	509.80
37	263220018	ALQUZAH, MONTHER	3700 TYLER ST NO 10 RIVERSIDE CA, 92503	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	245.50	157.00	240.00	13.80	656.30
38	292160023	SH 60 AT HEACOCK STREET	2600 E SOUTHLAKE 120 SOUTHLAKE TX, 76092	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/5/2013	101.00	157.00	240.00	13.80	511.80

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39	297100008	STONECREEK ADVISORS	30212 TOMAS STE 300 RCHO STA MARG CA, 92688	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	229.00	157.00	240.00	13.80	639.80
40	473290015	MAGNOLIA LTD PARTNERSHIP	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/3/2013	292.00	157.00	240.00	13.80	702.80
41	475160056	CAMPUS REALTY	28391 AVD LA MANCHA SAN JUAN CAPO CA, 92675	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	99.00	157.00	240.00	13.80	509.80
42	478120001	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	168.00	157.00	240.00	13.80	578.80
43	479050003	PALM INV GROUP	P O BOX 24066 LOS ANGELES CA, 90024	Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Trim tree to standards	6/7/2013	604.35	157.00	240.00	13.80	1,015.15
44	481150027	DRESCH CHAN & ZHOU	3248 WILLOW HOLLOW RD CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/6/2013	131.00	157.00	240.00	13.80	541.80
45	481200013	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
46	297220001	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed.	5/31/2013	164.00	157.00	240.00	13.80	574.80

47	316030014	2TES FAMILY TRUST	P O BOX 7000 318 ROLLING HILLS ESTATE CA, 90274	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/3/2013	495.00	157.00	240.00	13.80	905.80
48	482170009	BURRAGE, CHARLES E	758 NELDOME ST ALTADENA CA, 91001	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
49	488220001	MOOTHART, DANIEL R	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	365.00	157.00	240.00	13.80	775.80
50	263210055	SANDOVAL, OSCAR G	P O BOX 10180 MORENO VALLEY CA, 92552	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Remove tumbleweeds	5/31/2013	168.00	157.00	240.00	13.80	578.80
51	291200036	NAVARRO, ELODIA	13471 EPPING WAY TUSTIN CA, 92780	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	99.00	157.00	240.00	13.80	509.80

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52	292280018	NOVAL, VICTORINO	12032 VISTA DE CERR PMB278 MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	166.00	157.00	240.00	13.80	576.80
53	316210073	VOGEL ENGINEERS INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	713.50	157.00	240.00	13.80	1,124.30
54	473290007	RICE, CHRIS M	1403 PALMYRITA AVE RIVERSIDE CA, 92507	Weeds have not been properly abated according to the lot size requirements.	6/3/2013	361.00	157.00	240.00	13.80	771.80
55	474161035	HERNANDEZ, JORGE	12551 ANDRETTI ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Trim tree to City Standards	6/4/2013	133.00	157.00	240.00	13.80	543.80
56	478090022	VALENZUELA, EDUARDO CATABAY	39669 KILKARE CIR MURRIETA CA, 92562	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	304.80	157.00	240.00	13.80	715.60
57	478120027	CITY OF MORENO VALLEY	P O BOX 88005 MORENO VALLEY CA, 92552	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	5/30/2013	330.00	157.00	240.00	13.80	740.80
58	478174021	KAYMAZ, JANET	1603 BROOKSIDE AVE REDLANDS CA, 92373	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
59	481120020	LIU, JIAN QIANG	1416 S 4TH AVE ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	131.00	157.00	240.00	13.80	541.80
60	481171048	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80

61	312270037	ROSS DRESS FOR LESS	4440 ROSEWOOD MAILSTOP PL4 4E 2 PLESANTON CA, 94588	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	419.00	157.00	240.00	13.80	829.80
62	316210020	VOGEL PROP INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	359.00	157.00	240.00	13.80	769.80
63	481322042	BANKS, MICHAEL H	69525 DILLON RD NO 10 DSRT HOT SPG CA, 92240	Weeds have not been properly abated according to the lot size requirements.	6/7/2013	133.00	157.00	240.00	13.80	543.80
64	487250006	MONSON DOROTHY C ESTATE OF	3777 LYNWOOD DR HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	328.00	157.00	240.00	13.80	738.80
65	263160015	INDIO SECURITY STORAGE INC	45800 FLOWER ST INDIO CA, 92201	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	101.00	157.00	240.00	13.80	511.80
66	291140011	AGRAS, CONRADO	13571 ELLSWORTH ST MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	99.00	157.00	240.00	13.80	509.80
67	292191022	ONTIVEROS, LUIS A	4415 CAMINITO TECERA DEL MAR CA, 92014	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/5/2013	129.00	157.00	240.00	13.80	539.80
68	473150059	WOLVERINE PROP	3512 CEDAR RIDGE LN CORONA CA, 92881	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/4/2013	428.00	157.00	240.00	13.80	838.80
69	474120046	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	101.00	157.00	240.00	13.80	511.80

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70	475190022	BEL AIR LLC	4225 DISTRICT BLVD VERNON CA, 90058	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	359.00	157.00	240.00	13.80	769.80
71	478120007	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/3/2013	298.00	157.00	240.00	13.80	708.80
72	488400004	STONERIDGE PHASE II LAND	2398 SAN DIEGO AVE STE A SAN DIEGO CA, 92110	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/3/2013	166.00	157.00	240.00	13.80	576.80
73	488400007	STONERIDGE PHASE II LAND	2398 SAN DIEGO AVE STE A SAN DIEGO CA, 92110	Weeds have not been properly abated according to the lot size requirements.	6/3/2013	168.00	157.00	240.00	13.80	578.80
74	478175002	RODRIGUES, FAUSTO P	14151 GALVIN CT MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Remove scrap tires	6/1/2013	99.00	157.00	240.00	13.80	509.80
75	481120021	LIU, JIAN QIANG	1416 S 4TH AVE ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	99.00	157.00	240.00	13.80	509.80
76	481171049	HERNANDEZ SALMERON, MIGUEL	23967 EUCALYPTUS AVE APT 8 MORENO VALLEY CA, 92553	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
77	297170077	GROUP V SAN BERNARDINO	4900 SANTA ANITA AVE 2C EL MONTE CA, 91731	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	635.00	157.00	240.00	13.80	1,045.80
78	312300034	GTE	P O BOX 152206 IRVING TX, 75015	Weeds have not been properly abated according to the lot size requirements.	6/1/2013	99.00	157.00	240.00	13.80	509.80
79	482050005	KHANSARI, HASSAN	11994 POMERING RD DOWNEY CA, 90242	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/4/2013	133.00	157.00	240.00	13.80	543.80

80	487470014	LAI, PAUL	1141 RODEO RD ARCADIA CA, 91006	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	231.00	157.00	240.00	13.80	641.80
81	263160028	SLCW INV	29217 LAKEVIEW LN HIGHLAND CA, 92346	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	133.00	157.00	240.00	13.80	543.80
82	291200034	NAVARRO, ELODIA	13471 EPPING WAY TUSTIN CA, 92780	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	5/31/2013	99.00	157.00	240.00	13.80	509.80
83	292191023	ONTIVEROS, LUIS A	4415 CAMINITO TECERA DEL MAR CA, 92014	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	99.00	157.00	240.00	13.80	509.80
84	316210057	VOGEL PROP INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	405.00	157.00	240.00	13.80	815.80
85	473210005	BRISENO, JUAN	1567 WOOD RD RIVERSIDE CA, 92508	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/4/2013	265.00	157.00	240.00	13.80	675.80
86	474120047	MCFARLAND, RANDY	24379 WILLIS LN MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements.	6/3/2013	99.00	157.00	240.00	13.80	509.80
87	475250075	BOSQUES, CORNELIO	24346 GROVEN LN MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	99.00	157.00	240.00	13.80	509.80

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38	478120008	MULTI VAC INC	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/3/2013	233.00	157.00	240.00	13.80	643.80
89	488400005	STONERIDGE PHASE II LAND	2398 SAN DIEGO AVE STE A SAN DIEGO CA, 92110	Weeds have not been properly abated according to the lot size requirements.	6/3/2013	166.00	157.00	240.00	13.80	576.80
90	478202053	ROBERTSON, RICHARD M	24619 HATTON LN CORONA CA, 92883	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
91	481150024	DRESCH CHAN & ZHOU PARTNERSHIP	3248 WILLOW HOLLOW CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/6/2013	195.00	157.00	240.00	13.80	605.80
92	481171050	BYLES & MAS DEV	P O BOX 77372 CORONA CA, 92877	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
93	297180006	SAMBRAY, AMEET Y	21830 DEVERON COVE YORBA LINDA CA, 92887	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	365.00	157.00	240.00	13.80	775.80
94	312351048	KB HOME COASTAL INC	36310 INLAND VALLEY DR WILDOMAR CA, 92595	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/5/2013	94.00	157.00	240.00	13.80	504.80
95	482060041	MANSELL, HARNETHIA	10947 OAK RUN CIR MORENO VALLEY CA, 92557	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/4/2013	220.50	157.00	240.00	13.80	631.30

96	488200025	MOOTHART, DANIEL R	P O BOX 1627 LAGUNA BEACH CA, 92652	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	966.00	157.00	240.00	13.80	1,376.80
97	263170003	HUANG, KETTY	19871 YORBA LINDA BLV 102 YORBA LINDA CA, 92886	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed.	6/5/2013	329.00	157.00	240.00	13.80	739.80
98	291200035	NAVARRO, ELODIA	13471 EPPING WAY TUSTIN CA, 92780	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	5/31/2013	99.00	157.00	240.00	13.80	509.80
99	292250012	SUNNYMEAD INV INC	516 W 38TH ST SAN PEDRO CA, 90731	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/5/2013	99.00	157.00	240.00	13.80	509.80
100	316210071	VOGEL ENGINEERS INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Tree branches have not been cleared 8 feet from ground.	5/29/2013	902.50	157.00	240.00	13.80	1,313.30
101	473220015	LCTH INV	1000 DOVE ST STE 300 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/3/2013	363.00	157.00	240.00	13.80	773.80
102	474120054	BRESKAL, GEOFFREY	771 N KENTER AVE LOS ANGELES CA, 90049	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	6/4/2013	135.00	157.00	240.00	13.80	545.80
103	478020035	CHERA, HARMINDER S	26577 RHONE CT MORENO VALLEY CA, 92555	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	5/30/2013	300.00	157.00	240.00	13.80	710.80
104	478120025	SP CCI	43255 VIA SIENA INDIAN WELLS CA, 92210	Weeds have not been properly abated according to the lot size requirements.	5/30/2013	99.00	157.00	240.00	13.80	509.80
105	488400006	STONERIDGE PHASE II LAND	2398 SAN DIEGO AVE STE A SAN DIEGO CA, 92110	Weeds have not been properly abated according to the lot size requirements.	6/3/2013	164.00	157.00	240.00	13.80	574.80

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106	479050010	TRUJILLO, CHRISTIAN	2230 E OCEAN BLV NO 22 LONG BEACH CA, 90803	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Trim tree to City Standards	6/7/2013	425.00	157.00	240.00	13.80	835.80
107	481171007	FREDERICK HOMES INC	3248 WILLOW HOLLOW RD CHINO HILLS CA, 91709	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground.	6/4/2013	131.00	157.00	240.00	13.80	541.80
108	481200044	NEJAD, M J R	310 N COTA NO J CORONA CA, 92880	Weeds have not been properly abated according to the lot size requirements.	6/4/2013	99.00	157.00	240.00	13.80	509.80
109	297220010	MORENO VALLEY GATEWAY	30448 RANCHO VIEJO RD 110 SAN JUAN CAPISTRANO CA, 92765	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property.	5/31/2013	164.00	157.00	240.00	13.80	574.80
110	316210002	SMITH, ERIC S	P O BOX 5133 CHR SAIPAN MP 96950, 0	Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/3/2013	229.00	157.00	240.00	13.80	639.80
111	482170016	BURRAGE, CHARLES E	758 NELDOME ST ALTADENA CA, 91001	Weeds have not been properly abated according to the lot size requirements. Handwork/cleanup required along perimeter of property. Junk, trash, debris, and/or rubble has not been removed. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/1/2013	99.00	157.00	240.00	13.80	509.80
112	488220005	LIN, KEVIN C H	519 N BEDFORD DR BEVERLY HILLS CA, 90210	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/30/2013	363.00	157.00	240.00	13.80	773.80
113	263132028	AMUNDSON, DAVID	GENERAL DELIVERY CATHEDRAL CITY CA, 92235	Weeds have not been properly abated according to the lot size requirements. Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground.	6/5/2013	101.00	157.00	240.00	13.80	511.80

114	263220016	ALQUZAH, MONTHER	3700 TYLER ST UNT 10 RIVERSIDE CA, 92503	Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/25/2013	149.73	157.00	240.00	13.80	560.53
115	263230022	ALQUZAH, MONTHER	3700 TYLER ST UNT 10 RIVERSIDE CA, 92503	Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	6/25/2013	149.73	157.00	240.00	13.80	560.53
116	292032011	JURUPA LAND & INV INC	6865 AIRPORT DR RIVERSIDE CA, 92504	Weeds have not been properly abated according to the lot size requirements.	6/5/2013	128.00	157.00	240.00	13.80	538.80
117	316210075	VOGEL ENGINEERS INC	300 PASEO TESORO WALNUT CA, 91789	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/29/2013	625.00	157.00	240.00	13.80	1,035.80
118	473290014	MAGNOLIA LTD PARTNERSHIP	1000 DOVE ST NO 100 NEWPORT BEACH CA, 92660	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s).	6/3/2013	359.00	157.00	240.00	13.80	769.80
119	475050040	JIAQI INC	P O BOX 93723 CITY OF INDUSTRY CA, 91715	Weeds have not been properly abated according to the lot size requirements.	6/6/2013	321.00	157.00	240.00	13.80	731.80
120	478090031	WHITTKER FAMILY SURVIVORS TRUST	12360 LEE LN GARDEN GROVE CA, 92840	Weeds have not been properly abated according to the lot size requirements. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises. Clear tumbleweeds	5/31/2013	270.00	157.00	240.00	13.80	680.80
121	297100006	NOA ASSOCIATES	8121 VAN NUYS BLV STE 300 PANORAMA CITY CA, 91402	Weeds have not been properly abated according to the lot size requirements. Insufficient firebreak(s). Junk, trash, debris, and/or rubble has not been removed. Tree branches have not been cleared 8 feet from ground. Substantial re-growth of weeds or other vegetation has occurred making necessary to repeat the abatement/cleaning of premises.	5/31/2013	381.70	157.00	240.00	13.80	792.50

\$29,371.56 \$18,997.00 \$29,040.00 \$1,669.80 **\$79,078.36**

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Item No. E.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: Chris Paxton, Administrative Services Director

AGENDA DATE: April 22, 2014

TITLE: MONTHLY REPORT: MORENO VALLEY ANIMAL SHELTER ADOPTION RATE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and file the Monthly Report: Moreno Valley Animal Shelter Adoption Rate for the period of March 1, 2014 to March 31, 2014.

SUMMARY

The City Council has challenged staff to increase adoptions and decrease the euthanasia rate at the Moreno Valley Animal Shelter. Ongoing evaluation of programs and services, along with increasing public awareness will remain key elements to our success in increasing adoptions of homeless pets from our shelter.

DISCUSSION

As a follow up to the December 18, 2012 City Council Study Session on Animal Shelter operations, Mayor Owings asked that monthly staff reports be prepared to keep the public informed of the City's progress and the ongoing need to increase pet adoptions and other programs to reduce the number of homeless animals euthanized.

The March 2014 report reveals a Placement (Return to Owners, Transfers and Adoptions) Rate of 62%, representing an increase over last year's Placement Rate by 11%. Other factors which are noteworthy include:

- The number of dogs taken in at the Shelter during March 2014 declined by 13% as compared to March 2013;
- The placement rate for dogs (adoptions, return to owners & transfers) during March 2014 increased by 13% as compared to March 2013;
- The number of dog adoptions during March 2014 increased by 22% as compared to March 2013;
- The number of dogs euthanized decreased in March 2014 by 37% when compared to March 2013;
- The number of cats taken in at the Shelter during March 2014 decreased by 3% as compared to March 2013;
- The number of cat adoptions increased in March 2014 by 13% as compared to March 2013;
- The placement rate for cats (adoptions, return to owners & transfers) during March 2014 increased by 7% as compared to March 2013;
- The number of cats euthanized had a decrease in March 2014 by 8% as compared to March 2013;
- Other live animal species received in March 2014 included 6 birds (2 chickens, 1 songbird, 1 dove, 1 pigeon & 1 seagull) 1 guinea pig, 1 ferret, 4 rabbits, 2 snakes, 2 bats and 1 turtle.

Events – April & May 2014

- Spring “Pet in the Park” Pet Adoption Event, Saturday April 12th at Sunnymead Park
- Cinco De Mayo 2014 Pet Adoption Event – May 3rd, 4th & 5th at the Moreno Valley Animal Shelter
- Low Cost Rabies Vaccination Clinic – Saturday, May 10th – 8:30 – 11:30 a.m. at the Moreno Valley Animal Shelter

CITY COUNCIL GOALS

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

ATTACHMENTS

Attachment 1 – Moreno Valley Animal Shelter Intake / Disposition Report – March 2014
Attachment 2 – Moreno Valley Animal Shelter – March 2014 – Euthanasia Statistics
Attachment 3 – Moreno Valley Animal Shelter Upcoming Events PowerPoint

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Chris Paxton
Administrative Services Director

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Moreno Valley Animal Shelter
March 2014 – Euthanasia Statistics

Outcome Sub-Type	Dogs	Cats	Others	Total
Medical/Vet Rec.	28	12	8	48
Owner Requested	13	1	1	15
Contagious Disease	70	18	0	88
Feral	0	84	0	84
Aggressive Behavior Observed	26	0	0	26
Not Adopted*	0	0	0	0
Other**	0	13	0	13
Total	137	128	9	274

*Not Adopted: euthanized for considerations such as placement potential, time in shelter, humane considerations.

** Other-Cats/Dogs/Others: too young/newborns-impounded w/o their mothers per Food & Agricultural Code 17006.

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Animal Shelter Events

Events April and May 2014

- “Pet in the Park” Adoption Day — Spring 2014
 - Saturday, April 12, 2014 from 9:30 am to 1:00 pm Sunnymeade Park
- Cinco De Mayo Adoption Event
 - Saturday, May 3rd, Sunday, May 4th and Monday, May 5th
- Low-Cost Rabies Vaccination & Dog Licensing Clinic
 - Saturday, May 10, 2014 from 8:30 am to 11:30 am

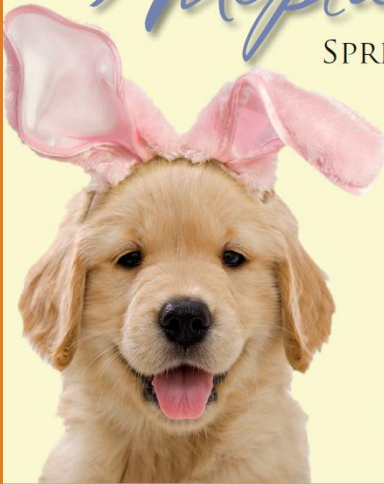
Animal Shelter Special Adoption Events

CITY OF MORENO VALLEY



Pet in the Park Adoption Day

SPRING 2014



Come and visit with the various animals available for adoption from the Moreno Valley Animal Shelter.

The new pet addition to your family may be there!

Saturday, April 12, 2014

9:00 a.m. - 1:00 p.m.

Sunnymead Park,

12655 Perris Boulevard at Fir Avenue

For more information call: 951.413.3280

Celebrate by bringing home a new pet

Cinco de Mayo 2014 Pet Adoption Event



Pets adopted that have not been altered will stay and will be available to go home the afternoon of the day surgery is scheduled.

**Saturday, May 3
Sunday, May 4
Monday, May 5
Moreno Valley
Animal Shelter
14041 Elsworth St.**

**Gift Certificates Available.
Special discounted adoption rates.**

Dogs and puppies \$50
Cats and kittens \$25
Includes spay or neuter surgery, vaccines, Home Again Microchip.



FOR MORE INFORMATION CALL 951.413.3790 OR VISIT WWW.MOVAL.ORG

Get Ready for the 2014 ASPCA Rachael Ray™ \$100k Challenge

- **Moreno Valley Animal Shelter**
 - One of 50 animal shelters selected nationwide to participate
 - The only animal shelter in the Inland Empire to participate



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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: April 22, 2014

TITLE: APPOINTMENTS TO THE UTILITIES COMMISSION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Appoint the applicants recommended by the Finance Subcommittee:

Roy (Pete) Bleckert (non-MVU customer)
Misty Cheng (MVU customer)
Steven LaFond (MVU customer)
Cliff Cowing (Business customer of MVU)
Larry Denman (MVU customer)
2. Direct the City Clerk to draw the names by lot to appoint one member from the list above with a term expiring June 30, 2015; appoint two members from the list above with a term expiring June 30, 2016; appoint two members from the list above with a term expiring June 30, 2017 or opt to have the Council select individuals for each of the three specified terms of office through a series of individual motions.
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

SUMMARY/DISCUSSION

On April 9, 2013, the City Council adopted Ordinance No. 863 (Chapter 2.25 of the Moreno Valley Municipal Code) establishing the Utilities Commission. Applications were

accepted by the City Clerk's Office to fill the positions on the newly established commission through December 5, 2013.

On March 11, 2014, the City Council adopted Ordinance No. 873, amending Sections 2.25.010 and 2.25.020 of Title 2 of the City of Moreno Valley Municipal Code increasing the number of Utilities Commission members from three to five.

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

At least two members of the Utilities Commission must be Moreno Valley Utility customers. Of the two members that are Moreno Valley Utility customers, one member must be a business customer of Moreno Valley Utility (MVU). It is not required that the utilities commission members be a resident of the City of Moreno Valley. All members shall each have the ability to evaluate utility issues.

The City Clerk's Office received eight applications. Applications were submitted by the following persons:

Public Member – Roy Bleckert
Public Member - Scott Heveran
Public Member - Thomas Hines

Customer of Moreno Valley Utility – Misty V. Chang
Customer of Moreno Valley Utility - Stephen E. Lafond
Customer of Moreno Valley Utility – Oscar Ramos

Business Customer of Moreno Valley Utility - Cliff Cowing

Public Member and Customer of MVU – Larry E. Denman

Jeffrey M. Barnes, Public Member and Customer of MVU, withdrew his application as he was appointed to the Planning Commission.

On February 19, 2014, the Finance Sub-Committee interviewed the applicants for the Utilities Commission. The Finance Sub-Committee recommended the following applicants for appointments:

Roy (Pete) Bleckert (non-MVU customer)
Misty Cheng (MVU customer)
Steven LaFond (MVU customer)
Cliff Cowing (Business customer of MVU)
Larry Denman (MVU customer)

CITY COUNCIL GOALS

The commission shall have the general power and duty to act in an advisory capacity to the city council and staff in all matters pertaining to Moreno Valley Utility, pertaining to other utility services such as water, sewer, gas, and the investor-owned electric utility serving parts of the city, and in addition, the commission shall have the following particular powers and duties: review the budget for the Moreno Valley Utility during the process of its preparation and make recommendations with respect thereto to the City Council, review and make recommendations on all MVU capital improvements which require City Council approval, review and make recommendations to the City Council regarding rates for Moreno Valley Utility, and respond to requests and concerns of the public relating to utility issues.

Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not 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 make the recommended appointment.

NOTIFICATION

1. Publication of the agenda
2. Report and agenda mailed to applicants

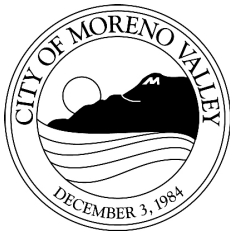
ATTACHMENTS

None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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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: April 22, 2014

TITLE: COUNCIL DISCUSSION REGARDING RECESS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Review and select dates for Council Recess.

SUMMARY/DISCUSSION

Historically the City Council has taken recess during the summer months, the last two weeks in July and the first two weeks in August. Furthermore, regional agencies that the City Council collaborates with, also take a break from business during the summer months.

There are a few municipal events that may be occurring prior to Council Recess, but should not impact Council Recess if it is scheduled after the July 8, 2014 regular meeting.

I have included a calendar with a proposed Council Recess based on previous recesses and have attached two previous year's calendars indicating when Council Recess occurred.

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

Posting of agenda

ATTACHMENTS

1. Proposed Council Recess Calendar – July 9 – August 18, 2014
2. 2013 Council Recess Calendar
3. 2012 Council Recess Calendar

Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

2014

City of Moreno Valley

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Holidays

- 01/01/14 New Year's Day
- 01/20/14 Martin Luther King's Birthday
- 02/17/14 President's Day
- 05/26/14 Memorial Day
- 07/04/14 4th of July

- 09/01/14 Labor Day
- 11/11/14 Veterans Day
- 11/27-11/28/14 Thanksgiving
- 12/24-12/25/14 Christmas

- Council Meeting
- Study Session
- Holidays
- Proposed Council Recess**

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2013

City of Moreno Valley

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Holidays

- Council Meeting
- Study Session
- Holidays
- Council Recess

- 01/01/13 New Year's Day
- 01/21/13 Martin Luther King's Birthday
- 02/18/13 President's Day
- 05/27/13 Memorial Day
- 07/04/13 4th of July

- 09/02/13 Labor Day
- 11/11/13 Veterans Day
- 11/28-11/29/13 Thanksgiving
- 12/24-12/25/13 Christmas

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2012

City of Moreno Valley

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30	31					

Holidays

01/01/12 New Year's Day
 01/16/12 Martin Luther King's Birthday
 02/20/11 President's Day
 05/28/12 Memorial Day

09/03/12 Labor Day
 11/12/12 Veterans Day
 11/22 - 11/23/12 Thanksgiving
 12/24 - 12/25/12 Christmas

- Closed Session
- Council Meeting
- Study Session
- Holidays

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