

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 8, 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 8, 2014

CALL TO ORDER – 5:30 PM

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

**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 8, 2014**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

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

ROLL CALL

INTRODUCTIONS

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

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

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

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JOINT CONSENT CALENDARS (SECTIONS A-D)

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

1. Approve as submitted.

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

Recommendation:

1. Approve as submitted.

A.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:

1. Approve as submitted.

A.5 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 March 19 – April 1, 2014.

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

Recommendation:

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1. 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

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 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%

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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 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

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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.
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

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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 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:

1. 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
(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

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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:
 - a. \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper
 - b. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs
 - c. \$15,000 in the Electric-Restricted Fund (Fund 6011) for electric vehicle charging infrastructure

5. Authorize the following expenditure appropriations:
 - a. \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper
 - b. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs
 - c. \$15,000 in the Electric-Restricted Assets Fund (Fund 6011) for the electric vehicle charging infrastructure grant award
 - d. \$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:

1. Approve as submitted.

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

Recommendation:

1. 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:

1. Approve as submitted.

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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:

1. Approve as submitted.

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

Recommendation:

1. 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:

1. Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

1. Approve as submitted.

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

Recommendation:

1. 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:

1. Approve as submitted.

E. PUBLIC HEARINGS

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

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

Recommendations That the City Council:

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

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

G. REPORTS

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

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

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

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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.

- 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 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.

- 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

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Leaders Council.

2. Appoint one member of the City Council to act as liaison/advisor to the Emerging Leaders Council.

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

- H.2.1 ORDINANCE NO. 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 RECOMMENDATION (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:

1. 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 Recommendation:..

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.

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CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library

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April 8, 2014

25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted: April 2, 2014

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April 8, 2014

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
March 25, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

- 1) Mayor's Award of Valor - Raymond McClung and Enrique Wong-Torres
- 2) Firefighter of the Year - Scott Callahan, Firefighter II

**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
March 25, 2014**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:17 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 Mark Orellana - Victory Outreach Church

ROLL CALL

Council:

Tom Owings	Mayor
Victoria Baca	Mayor Pro Tem
Yxstian Gutierrez	Council Member
Jesse L. Molina	Council Member

Absent: 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

MINUTES
March 25, 2014

Joel Ontiveros
Chris Paxton
John Terell
Prem Kumar
Steve Hargis
Kathy Gross

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

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

Luis Mojica

1. Supporting Dr. Gutierrez

Alicia Berridge

1. Support for City; grant

Sherman Jones

1. Love our City

Stan Herpick

1. City Support

Kama Berton

1. Support City

Susan Gilmore Owings

1. Recall
2. Marion Ashley County Supervisor

Debra Craig

1. Recall
2. Inaugural speech
3. Dr. Gutierrez

Chris Baca

1. Thank you to the Police Department
2. Recall and conflict that the Sheriff's Union supports recall
3. Redistricting

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Louise Palomarez

1. Recall
2. Council

Bob Palomarez

1. General

JoAnn Steffan

1. Support of Dr. Gutierrez

Craig Givens

1. Speaking before the Council
2. Credentials

Curtis Gardner

1. Speaking before the Council
2. Resident Ms. Palomarez

Deanna Reeder

1. 11 page opinion of the Attorney General regarding Council Member Gutierrez

Scott Heveran

1. Video of Sam Walker at previous Council meetings
2. Recall

Eduardo Gomez

1. Praying for the community

Kathleen Dale

1. District 4 Appointment and Attorney General's opinion

Frank Wright

1. Mayor Tom Owings

Tom Jerele, Sr.

1. Good job on CDBG item earlier
2. Wind Symphony Concert
3. 2012 Annual Report for TUMF fees by WRCOG
4. Locally owned paper

Radene Ramos Hiers

1. Council Member Yxstian Gutierrez

Nina Ramos Hiers

1. Removal of Council Member Yxstian Gutierrez

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 the agenda items for the Consent calendars for public comments, which were received from Marcia Amino, Bob Palomarez (Supports), Christopher Baca (Supports), Louise Palomarez (Supports), Kathleen Dale (Opposed), Hans Wolterbeek, and Craig Givens all of which spoke on A.7.

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 11, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

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

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of March 5 18, 2014.

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A.4 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES
(Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2014-23 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

A.5 APPROVAL OF THE 2014/2015 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152
(Report of: Public Works Department)

Recommendations

1. Approve the County Service Area 152 Budget for FY 2014/2015 in the amount of \$571,038.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2014/2015.

A.6 APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION
(Report of: Financial & Management Services Department)

Recommendation:

Authorize the City Manager or her designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially.

A.7 RESOLUTION ESTABLISHING CRITERIA TO GUIDE THE PROCESS OF REVISING THE BOUNDARIES OF COUNCILMANIC DISTRICTS (Report of: City Clerk Department)

Recommendation:

Adopt Resolution No. 2014-24. A Resolution of the City Council of the City of Moreno Valley, California, establishing criteria to guide the process of revising the boundaries of the Council districts from which members of the City Council are elected.

A.8 AMENDMENT TO THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES
(Report of: City Manager Department)

Recommendations

1. Amend the Current Cooperative Agreement with the Riverside

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County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services to include Fire Protection Planning Services, as recommended by the Public Safety Sub-Committee, with an anticipated effective date of April 1, 2014.

2. Authorize the City Manager to execute the Cooperative Agreement.
3. Defund the City Fire Marshal position upon the effective date of the amended Agreement.
4. Authorize the transition to County Fire Safety Specialist and County Fire Systems Inspector for the City positions of Fire Safety Specialist, Fire Inspector II, and Fire Inspector I as new positions or promotional opportunities become available.

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 11, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 11, 2014 (Report of: City Clerk's Department)

Recommendation:

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Approve as submitted.

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

Approved by a vote of 4-0-1, Richard A. Stewart absent.

Motion to rescind the motion Approving Joint Consent Calendar Items A.1 through D.2 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 absent.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 with the exception of the A.2., B.2, C.2 and D.2, which were continued by m/Mayor Pro Tem Victoria Baca, s/Council Member Jesse L. Molina

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

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING ON THE FORMATION OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Conduct the Public Hearing on the proposed formation of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services).
2. Approve and Adopt Resolution No. 2014-25. A Resolution of the City Council of the City of Moreno Valley, California, Establishing City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Calling a Special Election in Connection with said District.
3. Direct staff to canvass the returned ballot and report the results of the special election to the City Council.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Approve and Adopt Resolution No. 2014-25. A Resolution of the City Council of the City of Moreno Valley, California, Establishing City of

MINUTES
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Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and Calling a Special Election in Connection with said District. Direct staff to canvass the returned ballot and report the results of the special election to the City Council by m/Mayor Pro Tem Victoria Baca, s/Council Member Yxstian Gutierrez

Approved by a vote of 3-1-0-1, Council Member Jesse L. Molina opposed, Council Member Richard A. Stewart absent.

4. Acting as the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 Approve and Adopt Resolution No. 2014-26. A Resolution of the City Council of the City of Moreno Valley, California, Declaring the Results of an Election in City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services).

Acting as the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 Approve and Adopt Resolution No. 2014-26. A Resolution of the City Council of the City of Moreno Valley, California, Declaring the Results of an Election in City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) by m/Council Member Yxstian Gutierrez, s/Mayor Pro Tem Victoria Baca

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

5. Introduce 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 Recommendation:.

Introduce 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 Recommendation: by m/Mayor Pro Tem Victoria Baca, s/Mayor Tom Owings

Approved by a vote of 3-0-1-1, Council Member Jesse L. Molina abstained, Council Member Richard A. Stewart absent.

- E.2 PUBLIC HEARING REGARDING FY 2014/15 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME

MINUTES
March 25, 2014

INVESTMENT PARTNERSHIP (HOME) PROGRAMS
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2014/15 programs.
2. Review and select programs for funding for social service, housing, public facilities, rehabilitation, and economic development activities to be included in the City's FY 2014/15 Annual Action Plan.

Mayor Tom Owings opened the public testimony portion of the public hearing. Public testimony was received from Corey Jackson (Support), Eddie Estrada (Opposed), Robert Robles (Opposed), James Schraedly (Opposed), Tom Donahue (Supports), Johnnie Jones (Supports), Alicia Berridge (Opposed), Davon Rayford (Opposed), Devin Walkins (Opposed), Rosa Salas, William Welch (Opposed), Garret Hawthorne (Opposed)

Review and select programs for funding for social service, housing, public facilities, rehabilitation, and economic development activities to be included in the City's FY 2014/15 Annual Action Plan as amended to fund two additional organizations: \$9000 for each Rising Stars and US Vets to be funded by deducting \$1,000 from each of the 18 funded organizations 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 absent.

Recess after motion

E.3 PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #4 AFFECTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR THE FY 2013-2014 ANNUAL ACTION PLAN
(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendments #4 (CDBG).
2. Review and adopt the proposed Substantial Amendments #4 (CDBG) to the FY 2013-2014 Annual Action Plan.
3. Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.

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4. Authorize the City Manager to reallocate grant funds between HUD-approved grant activities.

Mayor Tom Owings opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Review and adopt the proposed Substantial Amendments #4 (CDBG) to the FY 2013-2014 Annual Action Plan.

Approve the necessary Revenue and Expense Appropriations and authorize the Chief Financial Officer to process the adjustments.

Authorize the City Manager to reallocate grant funds between HUD-approved grant activities by m/Council Member Yxstian Gutierrez, s/Mayor Pro Tem Victoria Baca

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

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

None

G. REPORTS

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

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

Council Member Molina reported that when March Air Force base downsized, the Joint Powers Authority drafted a plan that provides transitional assistance to homeless persons with up to two years of assistance. Currently, there are three homeless service providers: U.S. Vets, Lutheran Social Services and Path of Life Ministeries. Starting next year HUD is maintaining the focus on their grants to provide permanent housing for the homeless. Last week March Joint Powers Commission considered changing the plan from transitional housing to permanent housing. But we decided to maintain focus on temporary shelter and traditional housing.

Some impacts to this decision:

US Vets has numerous funding sources, so it will not change US Vets

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service to veterans

Lutheran Social Services and Path of Life Ministries will be affected. JPA staff will be looking for some long range alternatives for these homeless providers at March.

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

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

Recommendations That the City Council:

Receive and file the Monthly Report: Moreno Valley Animal Adoption Rate for the period of February 1 to February 28, 2014.

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

- G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action) - None
- G.4 CITY ATTORNEY'S REPORT (Informational Oral Presentation - not for Council action) - None

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

Mayor Tom Owings

1. Spoke about Council Member Yxstian Gutierrez
2. Disagreed with residents and keeping the humor

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3. Requested Pastor Lupe to say a prayer for the City

Council Member Jesse L. Molina

1. Military coming back seeing their families, see the happiness they have when they return
2. Saturday attended Jose Medina's Annual Woman of the Year, City Manager Michelle Dawson was recognized

Mayor Pro Tem Victoria Baca

1. Positive things in the City
2. City Manager Michelle Dawson will be posting announcement regarding there was over 2,000 jobs since 2013 on the City's website
3. More decorum in the Council Chamber, courageous conversations with bailiffs in future

Council Member Yxstian Gutierrez

1. CDBG Programs supports those programs
2. All about youth and supporting those programs and other programs
3. Working on expanding music and arts program
4. Supports job growth
5. Relayed a story about a young paralyzed child, Zachary Smith, that needs a van for transportation, encouraged the public to vote for him on www.mobilityawarenessmonth.com; resident of District 4; top three will receive a van
6. Ride along with the Fire Department about two weeks ago, will also be doing a ride along with the Police Department
7. Will be attending a EMWD tour of the area
8. Read with the Children Program
9. Young adults ministry, very supportive from St. Christopher's Church

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CLOSED SESSION – canceled.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:54 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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March 25, 2014

**MINUTES
SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO
VALLEY**

**SPECIAL MEETING – 4:00 PM
March 18, 2014**

CALL TO ORDER

The Special 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 4:01 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pete Bleckert.

INVOCATION

The invocation was given by Council Member Richard A. Stewart

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
Suzanne Bryant
Jane Halstead
Richard Teichert
Tom DeSantis
Robert Lemon

City Manager
City Attorney
City Clerk
Chief Financial Officer/City Treasurer
Assistant City Manager
Maintenance & Operations Division Manager

PUBLIC COMMENTS ON MATTERS ON THE SPECIAL MEETING AGENDA

Those wishing to speak should complete and submit a LAVENDER 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.

G. REPORTS

- G.1 PA06-0021, PM 34577 – REQUEST FOR A FULL ROAD CLOSURE OF HEACOCK STREET FROM CARDINAL AVENUE TO SAN MICHELE ROAD FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2014 UNTIL APRIL 25, 2014 (Report of: Public Works Department)

Recommendations That the City Council:

1. Authorize a full road closure of Heacock Street from Cardinal Avenue to San Michele Road for the construction of street improvements from March 21, 2014 until April 25, 2014.
2. Authorize the Public Works Director/City Engineer to allow for a 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

Mayor Tom Owings opened the agenda item for public comments; which was received from David Drake.

Authorize a full road closure of Heacock Street from Cardinal Avenue to San Michele Road for the construction of street improvements from March 21, 2014 until April 25, 2014.

Authorize the Public Works Director/City Engineer to allow for a 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues by m/Mayor Pro Tem Victoria Baca, s/Council Member Richard A. Stewart

Approved by a vote of 5-0-0.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 4:10 p.m. by unanimous informal consent.

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Submitted by:

City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of
the City of Moreno Valley
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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March 18, 2014

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MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
March 11, 2014

CALL TO ORDER

SPECIAL PRESENTATIONS

- 1) Proclamation Recognizing American Cancer Society - Relay for Life of Moreno Valley
- 2) Business Spotlight
 - a) Stater Bros.
 - b) Better Be Donuts

**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
March 11, 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 6:05 p.m. by Mayor Tom Owings in the Council Chamber located at 14177 Frederick Street

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

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Frank Wright.

INVOCATION

Minister Sherman Jones - New Direction Community 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

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March 11, 2014

Kathy Gross	Executive Assistant
Richard Teichert	Chief Financial Officer/City Treasurer
Tom DeSantis	Assistant City Manager
Ahmad Ansari	Public Works Director
Joel Ontiveros	Police Chief
Abdul Ahmad	Fire Chief
John Terell	Community and Economic Development Director
Chris Paxton	Administrative Services Director
Robert Lemon	Acting Public Works Director
Marshall Eyerman	Financial Resources Division Manager

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

Rod Ballance

1. New President of Moreno Valley Chamber of Commerce

Deanna Reeder

1. Past article, land use for developers - exhaust;

Debra Craig

1. Recall MJP lawsuit
2. Statistics/comments made at the last council meeting

Hans Wolterbeek

1. Employees' pension

Susan Gilmore Owings

1. Press Enterprise recent article after pulling papers; Recall

Tom Thornsley

1. Mayor's signs throughout the City
2. Planning Commission meeting regarding warehouse

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March 11, 2014

Remaining comments were taken after Agenda Item H.2.1

Minister Sherman Jones

1. Calling of public speakers
2. Our Community
3. Outreach to African American voters

Daryl Terrell

1. Vision

Louise Palomarez

1. Vote no on recall
2. Mayor Pro Tem Victoria Baca is doing a great job with Box Springs Mutual Water District

Bob Palomarez

1. Good news regarding budget
2. Good job done by Council

Elmina Callender

1. City to contact homeowners when there's a problematic complaint

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 AND THE BOARD OF LIBRARY TRUSTEES

A. CONSENT CALENDAR-CITY COUNCIL

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

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March 11, 2014

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

Recommendation:

Approve as submitted.

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

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of February 19 – March 4, 2014.

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

Recommendation:

Adopt Resolution No. 2014-19. A Resolution of the City Council of the City of Moreno Valley, California, approving the Payment Register for the month of January, 2014 in the amount of \$13,520,401.69.

A.5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD, PROJECT NO. 801 0039 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 Alessandro Boulevard Median from Indian Street to Perris Boulevard.
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, for the amount of \$1,300,461.80 (\$1,182,238.00 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 \$118,223.80, subject to the approval of the City Attorney.

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March 11, 2014

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 re-appropriation of \$150,000 from the Annual Pavement Resurfacing project (2001-70-77-80001) Measure A (Fund 2001) fund for the construction costs for the Alessandro Boulevard Median from Indian Street to Perris Boulevard (2001-70-77-80001).
7. Authorize the appropriation of \$400,000 from the unencumbered Community Development Block Grant (CDBG) (Fund 2512) fund balance for the construction costs for the Alessandro Boulevard Median from Indian Street to Perris Boulevard (2512-70-77-80001).

A.6 THIRD AMENDMENT TO AGREEMENT WITH RBF CONSULTING FOR ALESSANDRO BOULEVARD MEDIAN FROM INDIAN STREET TO PERRIS BOULEVARD, PROJECT NO. 801 0039 70 77
(Report of: Public Works Department)

Recommendations

1. Approve the Third Amendment to Agreement for Professional Consultant Services with RBF Consulting for construction support services.
2. Authorize the City Manager to execute the Third Amendment to Agreement for Professional Consultant Services with RBF Consulting.
3. Authorize an increase to the Purchase Order to RBF Consulting not to exceed the amount of \$21,525 once the Third Amendment to Agreement has been signed by all parties.

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 FEBRUARY 25, 2014 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

MINUTES
March 11, 2014

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

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

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

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

Recommendation:
Approve as submitted.

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

Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION'S DECEMBER 12, 2013, APPROVAL OF THE FIRST INLAND LOGISTICS CENTER II PROJECT PA12-0023 AND RELATED ENVIRONMENTAL IMPACT REPORT. THE PROJECT PROPOSES A 400,130 SQUARE FOOT WAREHOUSE BUILDING LOCATED ON 17.3 ACRES AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND SAN MICHELE ROAD. THE APPLICANT IS FIRST INDUSTRIAL. THE APPELLANT IS JOHNSON & SEDLACK ATTORNEYS AT LAW ON BEHALF OF RESIDENTS FOR A LIVABLE MORENO VALLEY AND SIERRA CLUB.

(Report of: Community & Economic Development Department)

Recommendations That the City Council:

1. Conduct a public hearing for the Environmental Impact Report (P12-064) and Plot Plan PA12-0023, and subsequent to the public hearing:

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2. APPROVE Resolution No. 2014-20. A Resolution of the City Council of the City of Moreno Valley, California, CERTIFYING that the Final Environmental Impact Report has been completed in compliance with the California Environmental Quality Act, ADOPTING Findings and Statement of Overriding Considerations, and APPROVING a Mitigation Monitoring Program for the First Inland Logistics Center II Project generally located in the Industrial Area Specific Plan 208 on the SWC of Perris Boulevard between San Michele Road and Nandina Avenue.
3. APPROVE Resolution No. 2014-21. A Resolution of the City Council of the City of Moreno Valley, California, APPROVING Plot Plan PA12-0023 for the development of a 400,130 square foot warehouse distribution facility on 17.69 acres located on the SWC of Perris Boulevard and San Michele Road Assessor Parcel Numbers 316-200-001, 015, 019, 035 and 034.

Questions made to applicant First Industrial by Mayor Tom Owings regarding concerns made by Johnson & Sedlack: 1) Air Quality, 2) Green House Gases, 3) Noise, 4) Public and Transportation, 5) Adopting Mitigation Measures, 6) what are the unmitigated affects

Mayor Tom Owings opened the public testimony, which was received from Craig Givens (opposed), Louise Palomarez (supports), Bob Palomarez (supports).

APPROVE Resolution No. 2014-20. A Resolution of the City Council of the City of Moreno Valley, California, CERTIFYING that the Final Environmental Impact Report has been completed in compliance with the California Environmental Quality Act, ADOPTING Findings and Statement of Overriding Considerations, and APPROVING a Mitigation Monitoring Program for the First Inland Logistics Center II Project generally located in the Industrial Area Specific Plan 208 on the SWC of Perris Boulevard between San Michele Road and Nandina Avenue. APPROVE Resolution No. 2014-21. A Resolution of the City Council of the City of Moreno Valley, California, APPROVING Plot Plan PA12-0023 for the development of a 400,130 square foot warehouse distribution facility on 17.69 acres located on the SWC of Perris Boulevard and San Michele Road Assessor Parcel Numbers 316-200-001, 015, 019, 035 and 034 by m/Mayor Pro Tem Victoria Baca, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

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

MINUTES
March 11, 2014

G. REPORTS

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

G.1.1 a) Council Member Jesse Molina report on RTA

Council Member Jesse Molina reported that the RTA needs support of Moreno Valley residents; RTA meetings are held the fourth Thursday of every month; frequency in bus trips contributed to increase in ridership; RTA guides are available. Attended Moreno Valley Conversation II meetings at March Mountain High School regarding parents' involvement with children; RCHCA concerns of mountain lions; need for centralized recreation facility for kids to play.

G.2 REDISTRICTING PRESENTATION BY NATIONAL DEMOGRAPHICS CORPORATION BY MR. JUSTIN LEVITT, VICE PRESIDENT, NDC (Report of: City Clerk's Department)

Mayor Tom Owings opened the item for public comments; which were received from Deanna Reeder (supports), Christopher Baca (supports), Craig Givens (opposed).

G.3 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEARS 2013/14 AND 2014/15 (Report of: Financial & Management Services Department)

Recommendations That the City Council:

1. Receive and file the mid-year budget summary.
2. Adopt Resolution No. 2014-22. A Resolution approving the Revised Operating Budget for the City of Moreno Valley for FYs 2013/14 and 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.
3. Approve the Position Control Roster. Specific positions are discussed within this staff report and listed on Attachment 4 to this staff report.
4. Direct the Chief Financial Officer to adjust the designations of certain fund balances as requested within this staff report.

Recommendations That the CSD:

Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD
MINUTES
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2014-01. A Resolution approving the Revised Operating Budget for the Moreno Valley Community Services District for FYs 2013/14 and 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.

Mayor Tom Owings opened the item for public comment, which was received from Deanna Reeder.

Receive and file the mid-year budget summary.

Adopt Resolution No. 2014-22. A Resolution approving the Revised Operating Budget for the City of Moreno Valley for FYs 2013/14 and 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution.

Approve the Position Control Roster. Specific positions are discussed within this staff report and listed on Attachment 4 to this staff report.

Direct the Chief Financial Officer to adjust the designations of certain fund balances as requested within this staff report.

Authorize City Manager to proceed with the one-year Pilot Program to begin addressing the City's unfunded liability for employees' accrued vacation hours, as outlined in the Staff Report by m/Council Member Yxstian Gutierrez, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 5-0.

Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2014-01. A Resolution approving the Revised Operating Budget for the Moreno Valley Community Services District for FYs 2013/14 and 2014/15, pursuant to the revenue and expenditure changes presented in Exhibits A and B to the Resolution by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina

Approved by a vote of 5-0.

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

None

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

None

H. LEGISLATIVE ACTIONS

MINUTES
March 11, 2014

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

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2.1 ORDINANCE NO. 873 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTIONS 2.25.010 AND 2.25.020 OF TITLE 2 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE COMPOSITION OF THE UTILITIES COMMISSION (RECEIVED FIRST READING AND INTRODUCTION ON FEBRUARY 25, 2014 ON A 5-0 VOTE) (Report of: Public Works Department)

Recommendations That the City Council:

Adopt Ordinance No. 873. An Ordinance of the City Council of the City of Moreno Valley, California amending sections 2.25.010 and 2.25.020 of Title 2 of the City of Moreno Valley Municipal Code relating to the composition of the Utilities Commission.

Adopt Ordinance No. 873. An Ordinance of the City Council of the City of Moreno Valley, California amending sections 2.25.010 and 2.25.020 of Title 2 of the City of Moreno Valley Municipal Code relating to the composition of the Utilities Commission by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Victoria Baca

Approved by a vote of 5-0.

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Council Member Yxstian A. Gutierrez

1. Thanked businesses and Moreno Valley Chamber of Commerce for being here
2. Thanked Council Member Molina for asking for a report regarding homeless issue in the city
3. Went on a ride along recently with the Fire Department and was able to go on a call and tour the facility

MINUTES
March 11, 2014

4. Attended the MVPD volunteer event
5. Had a successful financial literacy workshop in District 4 at Badger Springs Middle School
6. Looking forward to *Read with the Mayor* program at the library

Mayor Pro Tem Victoria Baca

1. Asked for support of our program in the Rachel Ray Award and animal services
2. Christopher Baca was very involved with the redistricting commission; encouraged the public to get involved with the redistricting
3. Encouraged everyone to participate in Relay for Life
4. Is working to bring funds for the Box Springs project
5. Thanked Chief Ontiveros for his sensitivity and addressing the homeless issue

Council Member Richard A. Stewart

1. Public comments were voted by previous council to have them at 9 p.m.; people were being denied the opportunity to speak; asked to agendize the 9 p.m. rule for a study session
2. Also asked to agendize for a study session the review of the process used for Planning Commission interviews and voting
3. Met three times regarding redistricting with Chris Baca, who is very cognizant of the rules; there wasn't anyone else who spent the time that Chris did

Mayor Tom Owings

1. Rules for public comments will be reviewed
2. This is a business meeting; the business on the agenda should get preference; speaker comments; comments not on the agenda should get the least preference

MINUTES
March 11, 2014

Council Member Jesse L. Molina

1. Last redistricting is a thing of the past
2. Thanked clergy for talking about the "f" (forgiveness) word at a school; we want to make a connection with the kids, as the kids are our future
3. Condolences to JulieAnn Stewart-Cleaveland and Tom Jerele - sorry to hear about their recent loss

There being no further business to conduct, the meeting was adjourned to Closed Session at 11:11 p.m. by unanimous informal consent.

CLOSED SESSION

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

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

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

The Closed Session was held pursuant to Government Code:

The City Attorney announced that three cases under Government Code 54956.9(d) will be discussed.

- 1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 - a) SILVER CREEK INDUSTRIES, INC. V. CITY OF MORENO VALLEY
 - b) City of Moreno Valley v. STI Inc. Trucking and Materials, SureTec Insurance Company
 - c) City of Moreno Valley v. Matosantos, Chiang, Angulo, March Joint Powers Authority, Successor Agency to the March Joint Powers

MINUTES
March 11, 2014

Redevelopment Agency

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

Number of Cases: 5

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

Number of Cases: 5

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 12:15 a.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

MINUTES
March 11, 2014



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: April 8, 2014

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

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

<i>Reports on Reimbursable Activities</i>			
March 19 – April 1, 2014			
Council Member	Date	Meeting	Cost
Victoria Baca	3/27-28/14	Water Education for Latino Leaders – WELL Conference	\$247.75
Yxstian A. Gutierrez	3/26/14	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley	\$15.00
	3/27-28/14	Water Education for Latino Leaders – WELL Conference	\$247.75
	4/1/14	Moreno Valley Hispanic Chamber of Commerce Adelante	\$10.00
Jesse L. Molina	3/28/14	Moreno Valley College Cesar Chavez & Education Scholarship Breakfast	\$25.00
Tom Owings		None	

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: Richard Teichert, Chief Financial Officer

AGENDA DATE: April 8, 2014

TITLE: APPROVAL OF PAYMENT REGISTER FOR FEBRUARY, 2014

RECOMMENDED ACTION

Recommendation:

1. 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.

DISCUSSION

To facilitate Council's review, the Payment Register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The Payment Register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

FISCAL IMPACT

The disbursements itemized in the attached Payment Register are reflected in the 2013-14 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS

- Attachment 1: Proposed Resolution
- Attachment 2: Payment Register for Month of February, 2014

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Chief Financial Officer

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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

WHEREAS, the Financial & Management Services Department has prepared and provided the Payment Register for the period February 1, 2014 through February 28, 2014, for review and approval by the City Council of the City of Moreno Valley; and

WHEREAS, it is in the best interest of the City that the referenced Payment Register be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Payment Register for the period February 1, 2014 through February 28, 2014, in the total amount of \$17,557,948.51 is approved.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2014-27
Date Adopted: April 8, 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. 2014-27 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

Resolution No. 2014-27²
Date Adopted: April 8, 2014



City of Moreno Valley
Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BEDON CONSTRUCTION, INC	11631	02/18/2014	16805	MV MASTER DRAINAGE LINE F	\$282,381.56
Remit to: TEMECULA, CA					FYTD: \$2,788,220.56
BURST COMMUNICATIONS, INC	220129	02/10/2014	107867E	MVTV-3 BROADCAST EQUIPMENT	\$135,216.00
Remit to: DENVER, CO					FYTD: \$405,648.00
CANON SOLUTIONS AMERICA, INC.	11482	02/03/2014	1103031201307152	COLOR COPIER RENTAL-OCT THRU DEC 2013	\$55,287.57
			1103031201307151	CANON SVCS-OCT THRU DEC 2013	
			1103031201306151	COPIER SVCS-JULY THRU SEPT13	
			1103031201307153	COPIER SVCS-OCT THRU DEC 2013	
			1103031201306152	COPIER SVCS-JULY THRU SEPT 2013	
Remit to: BURLINGTON, NJ					FYTD: \$81,871.16
COUNTY OF RIVERSIDE	219995	02/03/2014	TL0000010195	GILMAN SPRINGS ROAD	\$755,550.00
Remit to: RIVERSIDE, CA					FYTD: \$1,152,890.09
COUNTY OF RIVERSIDE SHERIFF	11588	02/10/2014	SH0000022915	CONTRACT LAW ENF. BILLING #4 (9/19-10/16/13)	\$2,370,760.99
Remit to: RIVERSIDE, CA					FYTD: \$22,223,159.97
COUNTY OF RIVERSIDE SHERIFF	11691	02/24/2014	SH0000023134	CONTRACT LAW ENF. BILLING #5 (10/17-11/13/13)	\$2,366,405.71
Remit to: RIVERSIDE, CA					FYTD: \$22,223,159.97
CRAFCO, INC.	11692	02/24/2014	00192555	PURCHASE OF POLYFLEX TYPE 3 MATERIALS	\$27,288.40
Remit to: CHANDLER, AZ					FYTD: \$27,288.40

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Item No. A.6



City of Moreno Valley
Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DIGITAL TELECOMMUNICATIONS CORP.	11590	02/10/2014	15987	CITY HALL 2ND LEVEL FLOOR	\$42,705.00
Remit to: VAN NUYS, CA					FYTD: \$53,555.00
EASTERN MUNICIPAL WATER DISTRICT	220000	02/03/2014	JAN-14 2/3/14	WATER CHARGES	\$33,943.96
Remit to: PERRIS, CA					FYTD: \$1,327,884.31
EASTERN MUNICIPAL WATER DISTRICT	220221	02/18/2014	JAN-14 2/18/14	WATER CHARGES	\$25,950.16
Remit to: PERRIS, CA					FYTD: \$1,327,884.31
EASTERN MUNICIPAL WATER DISTRICT	220297	02/24/2014	FEB-14 2/24/14	WATER CHARGES	\$52,459.04
			JAN-14 2/24/14	WATER CHARGES	
Remit to: PERRIS, CA					FYTD: \$1,327,884.31
EMPLOYMENT DEVELOPMENT DEPARTMENT	11622	02/07/2014	2014-00000251	CA TAX - STATE TAX WITHHOLDING	\$30,784.47
Remit to: SACRAMENTO, CA					FYTD: \$643,888.87
EMPLOYMENT DEVELOPMENT DEPARTMENT	11682	02/21/2014	2014-00000268	CA TAX - STATE TAX WITHHOLDING*	\$30,634.61
Remit to: SACRAMENTO, CA					FYTD: \$643,888.87
ENCO UTILITY SERVICES MORENO VALLEY LLC	11491	02/03/2014	0406-TEMP MF-088	ELECTRIC METER FEES	\$258,380.28
			40-297A-01	WORK AUTHORIZATION 40-297A	
			40-297B-01	WORK AUTHORIZATION 40-297B	



**City of Moreno Valley
Payment Register
For Period 2/1/2014 through 2/28/2014**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	11491	02/03/2014	40-298B-02	WORK AUTHORIZATION 40-298B	\$258,380.28
			40-301A-01	WORK AUTHORIZATION 40-301A	
			40-301B-01	WORK AUTHORIZATION 40-301B	
			40-302A-01	WORK AUTHORIZATION 40-302A	
			0405-MTS1-SP102	ELECTRIC METER FEES	
			40-298A-02	WORK AUTHORIZATION 40-298A	
			0405-1-176	DISTRIBUTION CHARGES 9/5-10/6/13	
			40-290A-06	CACTUS AVENUE & FIR AVENUE	
			40-292B-04	WORK AUTHORIZATION	
			40-299A-01	WORK AUTHORIZATION 40-299A	
			40-292A-04	WORK AUTHORIZATION 40-292A	
			40-291B-03	WORK AUTHORIZATION 40-291B	
			40-284-10	WORK AUTHORIZATION 40-284	
			40-282B-07	WORK AUTHORIZATION 40-282B	
			40-295B-03	WORK AUTHORIZATION 40-295B	
			40-247A-10	WORK AUTHORIZATION 40-247A	
			40-280B-03	WORK AUTHORIZATION 40-280B	
			40-280A-08	WORK AUTHORIZATION 40-280A	
			40-247B-14	WORK AUTHORIZATION 40-247B	

Remit to: ANAHEIM, CA	FYTD: \$4,798,147.88
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ENCO UTILITY SERVICES MORENO VALLEY LLC	220169	02/10/2014	RSF2013	PROF. SVCS-RATE STABILIZATION FUND	\$2,609,973.15
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Remit to: ANAHEIM, CA	FYTD: \$4,798,147.88
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Item No. A.6



City of Moreno Valley
Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FALCON ENGINEERING SERVICES, INC.	11697	02/24/2014	2012-17	SR-60 NASON IC	\$120,415.58
Remit to: CORONA, CA					FYTD: \$1,359,670.12
INTERNAL REVENUE SERVICE CENTER	11623	02/07/2014	2014-00000252	9992 - TAX ADJUSTMENT - MEDICARE*	\$120,155.10
Remit to: OGDEN, UT					FYTD: \$2,436,927.69
INTERNAL REVENUE SERVICE CENTER	11733	02/21/2014	2014-00000269	9992 - TAX ADJUSTMENT - MEDICARE*	\$120,214.79
Remit to: OGDEN, UT					FYTD: \$2,436,927.69
LIBRARY SYSTEMS & SERVICES, LLC	220020	02/03/2014	13857	LIBRARY SVCS OPERATIONS & MATERIALS-DEC 2013	\$111,630.00
Remit to: GERMANTOWN, MD					FYTD: \$624,568.00
LIBRARY SYSTEMS & SERVICES, LLC	220141	02/10/2014	13904	LIBRARY SVCS OPERATIONS & MATERIALS-JAN 2014	\$111,630.00
Remit to: GERMANTOWN, MD					FYTD: \$624,568.00
LIBRARY SYSTEMS & SERVICES, LLC	220305	02/24/2014	13937	LIBRARY SVCS OPERATIONS & MATERIALS-FEB14	\$111,630.00
Remit to: GERMANTOWN, MD					FYTD: \$624,568.00
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11601	02/10/2014	62381	LANDSCAPE MAINT.-BAY AVE TO GRAHAM/AQUUDCT BIKEWAY- DEC13	\$128,971.41
			62393	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-DEC13	
			62391	LANDSCAPE MAINT.-CITY YARD-DEC13	
			62390	LANDSCAPE MAINT.-ASES ADMIN BLDG.-DEC13	



City of Moreno Valley
Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11601	02/10/2014	62389	LANDSCAPE MAINT.-ANIMAL SHELTER	\$128,971.41
			62388	LANDSCAPE MAINT.-SCE & OLD LAKE DR-DEC13	
			62387	LANDSCAPE MAINT.-SOUTH AQUEDUCT B -DEC13	
			62385	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-DEC13	
			62382	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUUDCT BIKEWAY-DEC13	
			62380	LANDSCAPE MAINT.-TOWNGATE AQUUDCT BIKEWAY-DEC13	
			62379	LANDSCAPE MAINT.-TOWNGATE COMM. CTR-DEC13	
			62256	LANDSCAPE MAINT-CRC-NOV13	
			62386	LANDSCAPE MAINT.-SOUTH AQUEDUCT A -DEC13	
			62395	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-DEC13	
			62383	LANDSCAPE MAINT.-VANDENBERG TO FAY/AQUUDCT BIKEWAY-DEC13	
			62502	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK/DEC 2013	
			62396	LANDSCAPE MAINT.-SENIOR CTR-DEC13	
			62384	LANDSCAPE MAINT.-NORTH AQUEDUCT-DEC13	
			62392	LANDSCAPE MAINT.-CRC-DEC13	
			62174	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK/NOV 2013	
			62501	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK/DEC 2013	
			62500	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK/DEC 2013	
			62173	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK/NOV 2013	
			62721	LANDSCAPE MAINT.-ZONE E-2/JAN 2014	
			62032	LANDSCAPE MAINT.-ZONE E-2/NOV 2013	
			62720	LANDSCAPE MAINT.-ZONE D/JAN 2014	

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Item No. A.6



City of Moreno Valley
Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11601	02/10/2014	62377	LANDSCAPE MAINT.-ZONE D/DEC 2013	\$128,971.41
			62031	LANDSCAPE MAINT.-ZONE D/NOV 2013	
			62378	LANDSCAPE MAINT.-ZONE E-2/DEC 2013	
			62397	LANDSCAPE MAINT.-UTILITY-DEC13	
			62175	LANDSCAPE EXTRA WORK/NOV13-CRC	
Remit to: IRWINDALE, CA					FYTD: \$268,016.98
MERCHANTS LANDSCAPE SERVICES INC	11710	02/24/2014	42096	INSTALLATION OF PLANT MATERIAL AND MULCH-ZONE E-14	\$57,741.45
			41984	LANDSCAPE MAINT.-ZONES E-3 & E-3A-JAN14	
			41983	LANDSCAPE MAINT.-ZONES E8,E12,E14, & E15-JAN14	
			42093	IRRIGATION REPAIRS-ZONE E3-JAN14	
Remit to: Santa Ana, CA					FYTD: \$256,682.49
MEYERS, NAVE, RIBACK, SILVER & WILSON	220144	02/10/2014	2013120422	LEGAL SERVICES-DEC13	\$65,141.10
			2013120423	LEGAL SERVICES-MJPA-DEC13	
			2013120424	LEGAL SERVICES-FED SUBPOENAS	
Remit to: OAKLAND, CA					FYTD: \$345,080.08
MEYERS, NAVE, RIBACK, SILVER & WILSON	220306	02/24/2014	2014010442	LEGAL SERVICES-FED SUBPOENAS	\$29,234.36
			2014010440	LEGAL SERVICES-JAN14	
			2013120425	LEGAL SERVICES-PETITIONS	
Remit to: OAKLAND, CA					FYTD: \$345,080.08



**City of Moreno Valley
Payment Register
For Period 2/1/2014 through 2/28/2014**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MIRACLE RECREATION EQUIPMENT	11530	02/03/2014	744312	PLAYGROUND EQUIPMENT FOR BETHUNE PARK	\$414,514.01
			744490	REPLACEMENT PLAYGROUND EQUIPMENT - EL POTRERO PARK	
			744311	REPLACEMENT PLAYGROUND EQUIPMENT - BETHUNE PARK	
			744950	REPLACEMENT PLAYGROUND EQUIPMENT - EL POTRERO PARK	
			2013-3164	REPLACE CONCRETE CURB AROUND PLAYGROUND AREA AT EL POTRERO PARK	
			744489	REPLACEMENT PLAYGROUND EQUIPMENT - FAIRWAY PARK	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$473,154.49
MIRACLE RECREATION EQUIPMENT	11649	02/18/2014	9652	PLAYGROUND EQUIPMENT PARTS	\$46,241.16
			745812	REPLACEMENT PLAYGROUND APPARATUS FOR CRC	
			745808	PLAYGROUND EQUIPMENT FOR CELEBRATION PARK	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$473,154.49
MORENO VALLEY UTILITY	220236	02/18/2014	7013411-01/JAN14 FEB-14 2/18/14	ELECTRICITY-UTILITY FIELD OFFICE ELECTRICITY	\$54,521.93
Remit to: HEMET, CA					<u>FYTD:</u> \$585,666.33
PARSONS TRANSPORTATION GROUP, INC.	11605	02/10/2014	1312A967	SR-60 NASON IC	\$27,376.70
			1312A966	SR-60 MORENO BEACH	
			1312B019	SR-60 NASON IC	
Remit to: IRVINE, CA					<u>FYTD:</u> \$234,096.23
PERS HEALTH INSURANCE	11627	02/10/2014	W140201	EMPLOYEE HEALTH INSURANCE	\$192,654.55

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,558,502.32
PERS RETIREMENT	11624	02/14/2014	P140131	PERS RETIREMENT DEPOSIT - CLASSIC	\$224,725.43
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$4,111,836.34
PERS RETIREMENT	11833	02/28/2014	P140214	PERS RETIREMENT DEPOSIT - CLASSIC	\$224,584.82
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$4,111,836.34
RIVERSIDE CONSTRUCTION COMPANY, INC	11657	02/18/2014	131205	SR-60 NASON IC	\$865,418.36
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,062,287.85
SHEFFIELD FORECLOSURE RENOVATION	220031	02/03/2014	MV0241	REHAB COSTS FOR NSP 3 PROPERTY AT 11972 SUGAR CREEK CT.	\$69,192.16
			MV0242	REHAB COSTS FOR NSP 3 PROPERTY AT 13546 RUNDELL	
			MV0243	OVERHEAD COSTS FOR NSP 3 PROPERTY AT 11972 SUGAR CREEK CT.	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$203,407.12
SHEFFIELD FORECLOSURE RENOVATION	220151	02/10/2014	MV0244	OVERHEAD COSTS FOR NSP 3 PROPERTY AT 14598 ANTILLES	\$64,428.06
			MV0240	REHAB COSTS FOR NSP 3 PROPERTY AT 14598 ANTILLES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$203,407.12
SHELL ENERGY NORTH AMERICA (US) L.P.	11659	02/18/2014	1259801	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$467,000.80
Remit to: PHILADELPHIA, PA					<u>FYTD:</u> \$4,255,633.88



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SHELL ENERGY NORTH AMERICA (US) L.P.	11717	02/24/2014	1268866	ELECTRIC ENERGY PURCHASE FOR MV UTILITY	\$474,476.80
Remit to: PHILADELPHIA, PA					FYTD: \$4,255,633.88
SOUTHERN CALIFORNIA EDISON 1	220154	02/10/2014	7500406043	WDAT CHARGES-GLOBE ST. LOCATION	\$33,341.10
			7500406044	WDAT CHARGES-NANDINA AVE. LOCATION	
			7500406045	WDAT CHARGES-FREDERICK AVE. LOCATION	
			7500406046	WDAT CHARGES-SUBSTATION 115KV INTERCONNECTION	
			7500406917	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
			7500348806	RELIABILITY SERVICE-DLAP_SCE_SEES_HV	
			7500406042	WDAT CHARGES-GRAHAM ST. LOCATION	
			7500406041	WDAT CHARGES-IRIS AVE. LOCATION	
Remit to: ROSEMEAD, CA					FYTD: \$1,952,244.12
SOUTHERN CALIFORNIA EDISON 1	220242	02/18/2014	587-9520 JAN-14	ELECTRICITY-FERC CHARGES	\$157,434.21
			721-3449 JAN-14	IFA CHARGES-SUBSTATION	
			707-6081 JAN-14	ELECTRICITY	
			JAN-14 2/18/14	ELECTRICITY	
Remit to: ROSEMEAD, CA					FYTD: \$1,952,244.12
STANDARD INSURANCE CO	11722	02/24/2014	140201a	LIFE & DISABILITY INSURANCE	\$28,259.31
Remit to: PORTLAND, OR					FYTD: \$219,121.56
TENASKA ENERGY, INC	220040	02/03/2014	1342-NOV-13-01	RENEWABLE ENERGY PURCHASE	\$125,244.84
Remit to: OMAHA, NE					FYTD: \$577,514.80

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TENASKA ENERGY, INC	220122	02/05/2014	1342-DEC-13-02	RENEWABLE ENERGY PURCHASE	\$452,269.96
Remit to: OMAHA, NE					FYTD: \$577,514.80
THINK TOGETHER, INC	11724	02/24/2014	111000-13/14-6	ASES PROGRAM MANAGEMENT SERVICES	\$493,437.50
Remit to: LOS ANGELES, CA					FYTD: \$2,971,546.15
U.S. BANK/CALCARDS	11563	02/03/2014	01-27-14	PAYMENT FOR JAN 2014 CALCARD ACTIVITY	\$113,444.73
Remit to: ST. LOUIS, MO					FYTD: \$1,782,226.49
WELLS FARGO CORPORATE TRUST	11676	02/13/2014	W140202	DEBT SERVICE - SPECIAL TAXES	\$892,475.29
Remit to: LOS ANGELES, CA					FYTD: \$6,132,900.25
WILLDAN ENGINEERING	11620	02/10/2014	315803	PROJECT MANAGEMENT PROGRAM	\$201,840.59
			002-14037	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.	
			002-13841	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.	
			315731	PAVEMENT MANAGEMENT PROGRAM	
			002-13946	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.	
Remit to: ANAHEIM, CA					FYTD: \$525,844.81
WILLDAN ENGINEERING	11730	02/24/2014	002-14106	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.	\$48,045.50
Remit to: ANAHEIM, CA					FYTD: \$525,844.81
WOODS LAW GROUP, P.C.	220070	02/03/2014	RIC 1204892	SETTLEMENT AGREEMENT-RE: K. HERNANDEZ CASE	\$38,000.00
Remit to: IRVINE, CA					FYTD: \$38,000.00
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.	220165	02/10/2014	JAN-14 TUMF	TUMF FEES COLLECTED FOR 1/1-1/31/14	\$80,227.52



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,718,992.72
WRCRCA	220323	02/24/2014	JAN-2014 MSHCP	MSHCP FEES COLLECTED FOR JANUARY 2014-RESIDENTIAL & COMM/INDUSTR	\$551,916.81
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,459,660.62
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$16,395,556.83



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ABILITY COUNTS, INC	220124	02/10/2014	ACI10466	LANDSCAPE MAINT-CFD#1-DEC13	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$16,520.00
ABILITY COUNTS, INC	220207	02/18/2014	ACI10541	LANDSCAPE MAINT-CFD#1-JAN14	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$16,520.00
ACOSTA, ROSIO	220181	02/10/2014	1108899	REFUND MOVED	\$39.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$39.00
ACTION DOOR REPAIR CORP.	11580	02/10/2014	88306	WAREHOUSE DOOR HINGE REPAIR-ANNEX #1	\$613.55
			88359	ROLL UP DOOR REPAIR-CITY YARD	
Remit to: ORLANDO, FL					<u>FYTD:</u> \$10,840.60
ADAMS, MARK L.	11471	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,868.57
ADDICTION MEDICINE CONSULTANTS, INC.	220121	02/03/2014	12M14	D.O.T. DRUG & ALCOHOL TESTING PROGRAM	\$1,960.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,360.00
ADLERHORST INTERNATIONAL INC.	11581	02/10/2014	19415	MISC. K-9 SUPPLIES-K9 DRE	\$451.43
			19611	DOG FOOD FOR K-9 IVAN	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,733.60
ADLERHORST INTERNATIONAL INC.	11628	02/18/2014	19785	MONTHLY K-9 TRAINING-OZZI-JAN14	\$425.01
			19786	MONTHLY K-9 TRAINING-IVAN-JAN14	



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ADLERHORST INTERNATIONAL INC.	11628	02/18/2014	19784	MONTHLY K-9 TRAINING-DRE-JAN14	\$425.01
Remit to: RIVERSIDE, CA					FYTD: \$11,733.60
ADMINSURE	219977	02/03/2014	6735	WORKERS' COMP CLAIMS ADMIN 1/1-1/31/14	\$3,175.00
			6781	WORKERS' COMP CLAIMS ADMIN 2/1-2/28/14	
Remit to: DIAMOND BAR, CA					FYTD: \$15,750.00
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	220125	02/10/2014	3284-37990	ICE MACHINE MAINT-CITY YARD	\$290.00
Remit to: RIVERSIDE, CA					FYTD: \$5,758.41
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	220208	02/18/2014	3284-38237	ICE MACHINE MAINT-FS#58	\$1,755.00
			3284-38236	ICE MACHINE MAINT-FS#6	
			3284-38221	ICE MACHINE MAINT-CRC	
			3284-38235	ICE MACHINE MAINT-TOWNGATE	
			3284-38234	ICE MACHINE MAINT-PSB	
			3284-38233	ICE MACHINE MAINT-EOC	
			3284-38217	ICE MACHINE MAINT-FS#2	
			3284-38232	ICE MACHINE MAINT-FS#91	
			3284-38218	ICE MACHINE MAINT-FS#48	
Remit to: RIVERSIDE, CA					FYTD: \$5,758.41
ADVANCED CAR STEREO	220259	02/18/2014	BL#24859-YR2014	REFUND OF OVER PAYMENT FOR BL#24859	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00

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ADVANCED ELECTRIC	220209	02/18/2014	10934	ELECTRICAL WORKS-CH MAIN ELEVATOR LOBBY SENSOR	\$214.00
Remit to: RIVERSIDE, CA					FYTD: \$64,123.40
ADVANCED ELECTRIC	220289	02/24/2014	10913	ELECTRICAL REPAIRS-ANIMAL SHELTER LOBBY DOOR	\$4,026.00
			10982	ELECTRICAL WORKS-NEW COPIER FOR FINANCE AREA	
			10964	ELECTRICAL WORKS-VISTERRA ATM MACHINES	
			10912	ELECTRICAL REPAIRS-PSB HALLWAY DOOR	
Remit to: RIVERSIDE, CA					FYTD: \$64,123.40
ADVANTAGE 1 FUNDING	220260	02/18/2014	BL#25055-YR2014	REFUND OF OVER PAYMENT FOR BL#25055	\$62.00
Remit to: SANTA ANA HEIGHT, CA					FYTD: \$62.00
AEI-CASC ENGINEERING	11472	02/03/2014	0030614	PLAN CHECK SVCS-PWQMP	\$378.00
Remit to: COLTON, CA					FYTD: \$27,274.37
AEI-CASC ENGINEERING	11629	02/18/2014	30412	IRONWOOD AVENUE IMPROVEMENTS	\$9,525.00
Remit to: COLTON, CA					FYTD: \$27,274.37
AIR EXCHANGE INC	220210	02/18/2014	32829	PLYMOVENT MAINT/REPAIR-FS#6	\$692.72
			32828	PLYMOVENT MAINT/REPAIR-FS#2	
Remit to: Fairfield, CA					FYTD: \$5,512.71
ALBERRE, BRYAN	220331	02/24/2014	P13-0199	REFUND-SIGN PROGRAM APPLICATION COMPLETE	\$798.00
Remit to: MORENO VALLEY, CA					FYTD: \$798.00
ALBERT A. WEBB ASSOCIATES	220211	02/18/2014	133865	EDGEMONT SUMMARY REPORT	\$1,224.00



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Remit to: RIVERSIDE, CA					FYTD: \$9,150.57
ALBERT A. WEBB ASSOCIATES	220290	02/24/2014	134409	EDGEMONT MASTER PLAN	\$7,046.57
Remit to: RIVERSIDE, CA					FYTD: \$9,150.57
ALBERTO'S MEXICAN FOOD	220071	02/03/2014	BL#22467-YR2014	REFUND OF OVERPAYMENT FOR BL#22467	\$94.94
Remit to: RIVERSIDE, CA					FYTD: \$94.94
ALEXANDER, JIM/NANCY	220072	02/03/2014	R14-069429	AS REFUND-DIFF BETWEEN 2YR AND 3YR LICENSE	\$7.00
Remit to: MORENO VALLEY, CA					FYTD: \$7.00
AMATO, ANDREA	220332	02/24/2014	R14-069613	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
AMERICAN FORENSIC NURSES	11473	02/03/2014	64298	PHLEBOTOMY SERVICES	\$1,128.08
Remit to: PALM SPRINGS, CA					FYTD: \$37,885.76
AMERICAN FORENSIC NURSES	11683	02/24/2014	64378 64376	PHLEBOTOMY SERVICES PHLEBOTOMY SERVICES	\$323.24
Remit to: PALM SPRINGS, CA					FYTD: \$37,885.76
AMERICAN TOWERS	11582	02/10/2014	1631061	RADIO EQUIPMENT TOWER LEASE-FEB14	\$3,150.00
Remit to: CHARLOTTE, NC					FYTD: \$15,750.00
AMTECH ELEVATOR SERVICES	219978	02/03/2014	DVB05044114 DVB65746114	ELEVATOR ROUTINE MAINT-CITY HALL-JAN14 WHEELCHAIR LIFT ROUTINE MAINT-SENIOR CTR 1/1-6/30/14	\$332.82

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Remit to: PASADENA, CA					<u>FYTD:</u> \$6,048.71
ANCHONDO, MIGUEL	220119	02/03/2014	CK#2462	UNCLAIMED CK REISSUANCE-RE: UTILITY REFUND	\$139.34
Remit to: NUEVO, CA					<u>FYTD:</u> \$139.34
ANDRE LANDSCAPING SERVICE, INC	220073	02/03/2014	BL#08217-YR2014	REFUND OF OVERPAYMENT FOR BL#08217	\$59.43
Remit to: AZUSA, CA					<u>FYTD:</u> \$59.43
ANIMAL EMERGENCY CLINIC, INC.	11630	02/18/2014	146N	AFTER HOURS EMERGENCY VET SVCS	\$260.00
			146M	AFTER HOURS EMERGENCY VET SVCS	
			146L	AFTER HOURS EMERGENCY VET SVCS	
			146K	AFTER HOURS EMERGENCY VET SVCS	
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$1,960.00
ANIMAL EMERGENCY CLINIC, INC.	11684	02/24/2014	146O	AFTER HOURS EMERGENCY VET SVCS	\$60.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$1,960.00
ANIMAL HEALTH AND SANITARY SUPPLY	220212	02/18/2014	30141	MISC. KENNEL SUPPLIES-ANIMAL SVCS	\$977.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,003.91
ANIMAL PEST MANAGEMENT SERVICES, INC.	11583	02/10/2014	120153	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY	\$1,525.50
			120279	PEST CONTROL SVCS-GOLF COURSE	
			120154	PEST CONTROL SVCS-MARB/CHILD CARE GRNDS/BALLFIELDS	
			120152	PEST CONTROL SVCS-CITY PARKS	
			120155	PEST CONTROL SVCS-MARCH FIELD CNTR	



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ANIMAL PEST MANAGEMENT SERVICES, INC.	11583	02/10/2014	120262	PEST CONTROL SVCS-CFD #1	\$1,525.50
Remit to: CHINO, CA					FYTD: \$14,329.50
ANIMAL PEST MANAGEMENT SERVICES, INC.	11685	02/24/2014	121300	PEST CONTROL SVCS-SCE ESMNT/AQDCT/BIKEWAY	\$1,525.50
			121302	PEST CONTROL SVCS-MARCH FIELD CNTR	
			121301	PEST CONTROL SVCS-MARB/CHILD CARE GRNDS/BALLFIELDS	
			121299	PEST CONTROL SVCS-CITY PARKS	
			121409	PEST CONTROL SVCS-CFD #1	
			121427	PEST CONTROL SVCS-GOLF COURSE	
Remit to: CHINO, CA					FYTD: \$14,329.50
ARROWHEAD WATER	11584	02/10/2014	04A0030878268	WATER PURIF. UNIT RENTAL-EOC	\$1,187.56
			03L0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
			03L0029115110	WATER PURIF. UNIT RENTAL-CITY YARD & TRANSP. TRAILER	
			04A0029115359	WATER PURIF. UNIT RENTAL-CRC	
			04A0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER	
			03L0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
			03L0028990919	WATER PURIF. UNIT RENTAL-CITY HALL	
			04A0029115110	WATER PURIF. UNIT RENTAL-CITY YARD & TRANSP. TRAILER	
			03L0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	
			03L0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG	
			03L0032901514	WATER PURIF. UNIT RENTAL-ANNEX 1	
			03L0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
			03L0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	

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ARROWHEAD WATER	11584	02/10/2014	03L0029115177	WATER PURIF. UNIT RENTAL-ANIMAL SHELTER	\$1,187.56
			03L0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER	
			03L0029115359	WATER PURIF. UNIT RENTAL-CRC	
			03L0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
			04A0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG	
			04A0028990919	WATER PURIF. UNIT RENTAL-CITY HALL	
			04A0029115177	WATER PURIF. UNIT RENTAL-ANIMAL SHELTER	
			04A0029115144	WATER PURIF. UNIT RENTAL-LIBRARY	
			04A0029647914	WATER PURIF. UNIT RENTAL-FIRE ST. #6	
			04A0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	
			04A0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
			04A0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
			04A0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	
			04A0029648052	WATER PURIF. UNIT RENTAL-FIRE ST. #65	
			03L0030878268	WATER PURIF. UNIT RENTAL-EOC	
			04A0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	
			04A0032901514	WATER PURIF. UNIT RENTAL-ANNEX 1	
			03L0029647971	WATER PURIF. UNIT RENTAL-FIRE ST. #2	
			03L0029647948	WATER PURIF. UNIT RENTAL-FIRE ST. #48	

Remit to: LOUISVILLE, KY

FYTD: \$5,507.22

ARROWHEAD WATER	11686	02/24/2014	04B0032901514	WATER PURIF. UNIT RENTAL-ANNEX 1	\$107.96
			04B0029647997	WATER PURIF. UNIT RENTAL-FIRE ST. #58	
			04B0029648037	WATER PURIF. UNIT RENTAL-FIRE ST. #91	



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ARROWHEAD WATER	11686	02/24/2014	04B0032389744	WATER PURIF. UNIT RENTAL-FIRE ST. #99	\$107.96
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$5,507.22
ASSA ABLOY ENTRANCE SYSTEMS US, INC	220074	02/03/2014	BL#19612-YR2014	REFUND OF OVERPAYMENT FOR BL#19612	\$82.48
Remit to: MONROE, NC					<u>FYTD:</u> \$82.48
ASSESSOR-COUNTY CLERK RECORDER	219979	02/03/2014	12276	MAP COPY SERVICES	\$32.50
			12298	MAP COPY SERVICES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$129.00
AT&T MOBILITY	219980	02/03/2014	872455379X010614	CELLULAR PHONE SVC-MCC	\$92.24
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$735.37
AT&T/MCI	219981	02/03/2014	5043928	LANDLINE PHONE SVC-GANG TASK FORCE	\$184.57
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$1,662.17
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	220126	02/10/2014	445446	LEGAL SVCS-CLIENT#014637	\$30.00
Remit to: CERRITOS, CA					<u>FYTD:</u> \$30.00
AUTOMATED GATE SERVICES, INC	220261	02/18/2014	BL#10931-YR2014	REFUND OF OVERPAYMENT FOR B/L#10931	\$60.00
Remit to: CORONA, CA					<u>FYTD:</u> \$60.00
AV GRAPHICS, INC.	220206	02/10/2014	48437	PRINTING-ADMIN CITATION FORMS	\$6,480.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,480.00

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BACHER, GRACE	219982	02/03/2014	140201	RETIREE MED FEB '14	\$208.36
Remit to: HEMET, CA					FYTD: \$2,157.66
BAILEY, LANA	219983	02/03/2014	140201	RETIREE MED SPOUSE, OCT '12-JAN'14, PD FEB '14	\$4,897.92
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$5,083.46
BARNES, DARLENE	11474	02/03/2014	140201	RETIREE MED JAN '14, PD FEB '14	\$140.73
Remit to: CHERRY VALLEY, CA					FYTD: \$1,432.76
BAUTISTA, JOSEPH C.	11475	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: FONTANA, CA					FYTD: \$2,868.57
BAY JEWELERS	220262	02/18/2014	BL#00759-YR2014	REFUND OF OVER PAYMENT FOR BL#00759	\$59.68
Remit to: MORENO VALLEY, CA					FYTD: \$59.68
BELMUDES, DEBRA	11476	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
BENESYST	11477	02/03/2014	1213153	FLEX ADMIN SVCS	\$1,443.32
			1213296	COBRA ADMIN FEE & NEW PLAN YR SET-UP CHRGS	
			0114152	FLEX ADMIN SVCS	
			0114291	COBRA ADMIN FEE	
Remit to: MINNEAPOLIS, MN					FYTD: \$4,941.66
BENESYST	11687	02/24/2014	0214158	FLEX ADMIN SVCS	\$432.08
Remit to: MINNEAPOLIS, MN					FYTD: \$4,941.66



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BIO-TOX LABORATORIES	219984	02/03/2014	28104	BLOOD TOXICOLOGY ANALYSIS	\$5,543.90
			28103	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					FYTD: \$93,360.34
BIO-TOX LABORATORIES	220291	02/24/2014	28245	BLOOD TOXICOLOGY ANALYSIS	\$6,979.30
			28246	BLOOD TOXICOLOGY ANALYSIS	
			28234	BLOOD TOXICOLOGY ANALYSIS	
Remit to: RIVERSIDE, CA					FYTD: \$93,360.34
BLANCK, BRUCE	220333	02/24/2014	R14-070083	AS REFUND-RET ADOPT,CHIP,VACCINES	\$67.00
Remit to: RIVERSIDE, CA					FYTD: \$67.00
BLANCO, HILDA	220334	02/24/2014	14008138	APPEAL GRANTED BY PD	\$32.00
Remit to: MORENO VALLEY, CA					FYTD: \$32.00
BMI	220127	02/10/2014	24409015	ANNUAL MUSIC LICENSE/INV#8288988 8/1-7/31/14	\$1,305.00
Remit to: NASHVILLE, TN					FYTD: \$1,305.00
BORIS, JULIE	220335	02/24/2014	R14-070107	AS REFUND-RABIES DEP, LICENSE	\$35.00
Remit to: MORENO VALLEY, CA					FYTD: \$35.00
BOROC, VINCENT	220075	02/03/2014	7012754-06	SOLAR INCENTIVE REBATE	\$10,480.00
Remit to: MORENO VALLEY, CA					FYTD: \$10,480.00
BOX SPRINGS MUTUAL WATER COMPANY	220128	02/10/2014	01232014	WATER USAGE-ACCT#721-1 ZONE E-1	\$86.30

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$792.06
BOY SCOUTS OF AMERICA, ATTN: MICHELLE	220182	02/10/2014	1111738	CRC RENTAL DEPOSIT REFUND	\$500.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$500.00
BOYD, SHARON	220336	02/24/2014	1111457	REFUND FOR SCC RENTAL	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
BRAUN BLAISING MCLAUGHLIN	219985	02/03/2014	14887	LEGAL SVC-CASL RATE CASE	\$2,820.50
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,551.16
BRAUN BLAISING MCLAUGHLIN	220213	02/18/2014	14886	LEGAL SERVICES-MVU-DEC13	\$10,019.21
			14853	LEGAL SERVICES-MVU-NOV13	
			14794	LEGAL SVCS-MVU-SEPT13	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,551.16
BRAUN BLAISING MCLAUGHLIN	220292	02/24/2014	14913	LEGAL SERVICES-CASL RATE CASE-JAN-14 CHARGES	\$3,416.46
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$32,551.16
BREITKREUZ, THOMAS F.	219986	02/03/2014	140201	RETIREE MED OCT-DEC '13, PD FEB '14	\$956.19
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,868.57
BROWN, SHERRY	11478	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,506.03
BUCKINGHAM, STAN	219987	02/03/2014	140201	RETIREE MED FEB '14	\$318.73



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Remit to: TEMECULA, CA					FYTD: \$2,868.57
BUTSKO UTILITY DESIGN, INC.	219988	02/03/2014	25300	STREET IMPROVEMENTS - CACTUS AVENUE	\$61.30
Remit to: MURRIETA, CA					FYTD: \$61.30
C.A.C.E.O./CAL ASSO OF CODE ENFORCEMENT	219989	02/03/2014	12102013	2014 MEMBERSHIP DUES-J. VERDUGO	\$6.25
Remit to: SACRAMENTO, CA					FYTD: \$6.25
CAIN, GREGORY	11479	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: TAMPA, FL					FYTD: \$2,868.57
CALIFORNIA DEPT OF TRANSPORTATION	219990	02/03/2014	14003103	INTERCHANGE IMPROV. SR 60 & THEODORE	\$17,821.88
Remit to: SACRAMENTO, CA					FYTD: \$46,332.87
CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION	220214	02/18/2014	7017944	REGISTRATION FEE FOR 2014 CMTA ANNUAL CONFERENCE-B. MCKINNEY	\$305.00
Remit to: SACRAMENTO, CA					FYTD: \$305.00
CALIFORNIA SHOPPING CART RETRIEVAL CORP.	11480	02/03/2014	146586	SHOPPING CART RETRIEVAL SVCS-AUG13	\$7,200.00
			147603	SHOPPING CART RETRIEVAL SVCS-OCT13	
			148099	SHOPPING CART RETRIEVAL SVCS-NOV13	
			147091	SHOPPING CART RETRIEVAL SVCS-SEPT13	
Remit to: BURBANK, CA					FYTD: \$18,000.00
CALIFORNIA SHOPPING CART RETRIEVAL CORP.	219991	02/03/2014	146079	SHOPPING CART RETRIEVAL SVCS-JUL13	\$1,800.00

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Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$18,000.00
CAMPOS, RAQUEL	220076	02/03/2014	7009321-07	SOLAR INCENTIVE REBATE	\$5,628.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,628.00
CANNON, ANA M.	11481	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: HASLET, TX					<u>FYTD:</u> \$2,868.57
CANO, CARLOS A.	220183	02/10/2014	CK#2897	REISSUE UNCLAIMED CK DTD 5/12/10-RE: UTILITY REFUND	\$204.20
Remit to: ONTARIO, CA					<u>FYTD:</u> \$204.20
CARL BRUCKSCHLAGER CONSTRUCTION	220077	02/03/2014	BL#00026295-YR14	REFUND OF OVERPAYMENT FOR BL#00026295	\$87.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$87.50
CARRILLO, GARY	220184	02/10/2014	1108480	REFUND ADULT SOFTBALL LEAGUE MONDAY NIGHT CHURCH	\$125.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$125.00
CARTER, ROSALYN	11483	02/03/2014	140201	RETIREE MED JAN '14, PD FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,231.11
CASILLAS, KRIS	220285	02/18/2014	CASILLAS-R001-03	RELOCATION EXPENSES - NASON STREET WIDENING	\$1,182.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,885.00
CASILLAS, KRIS	220286	02/18/2014	CASILLAS-R001	RELOCATION EXPENSES - NASON ST. WIDENING	\$6,520.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,885.00
CASILLAS, KRIS	220287	02/18/2014	CASILLAS-R001-02	RELOCATION EXPENSES - NASON STREET WIDENING	\$1,182.50



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Remit to: MORENO VALLEY, CA					FYTD: \$8,885.00
CEMEX	220130	02/10/2014	9427749730	PORTLAND CEMENT	\$774.34
			9427580813	PORTLAND CEMENT	
Remit to: PASADENA, CA					FYTD: \$20,748.75
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS	11484	02/03/2014	04CTY107-0322075	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	\$429.00
			04CTY107-0322423	PRE-EMPLOYMENT PHYSICALS/DRUG TESTING	
Remit to: RIVERSIDE, CA					FYTD: \$4,391.14
CHANCY, CHIZURU	220062	02/03/2014	JAN-2014	INSTRUCTOR SERVICES-ADVANCED HULA AND HAWAIIAN & TAHITIAN DANCE	\$169.20
Remit to: MORENO VALLEY, CA					FYTD: \$1,984.80
CHANDLER ASSET MANAGEMENT, INC	11585	02/10/2014	14336	INVESTMENT MANAGEMENT SVCS-JAN14	\$6,947.00
Remit to: SAN DIEGO, CA					FYTD: \$71,902.00
CHANG, CHIN	220185	02/10/2014	14026047	OVERPAYMENT #14026047	\$93.00
Remit to: RIVERSIDE, CA					FYTD: \$93.00
CHAPMAN, STEVE	219992	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: REDLANDS, CA					FYTD: \$2,868.57
CHAPPELL, ISAAC	11485	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57

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CIFUENTES, GRAICEE	220078	02/03/2014	1108359	TOWNGATE RENTAL DEPOSIT REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CINTAS CORPORATION	11486	02/03/2014	150226540	UNIFORM RENTAL SVC.-FACILITIES	\$177.06
			150223062	UNIFORM RENTAL SVC.-FACILITIES	
			150219538	UNIFORM RENTAL SVC.-FACILITIES	
			150205523	UNIFORM RENTAL SVC.-FACILITIES	
			150223051	UNIFORM RENTAL SVC.-PURCHASING	
			150219527	UNIFORM RENTAL SVC.-PURCHASING	
			150216034	UNIFORM RENTAL SVC.-PURCHASING	
			150212549	UNIFORM RENTAL SVC.-PURCHASING	
			150209059	UNIFORM RENTAL SVC.-PURCHASING	
			150205512	UNIFORM RENTAL SVC.-PURCHASING	
			150202011	UNIFORM RENTAL SVC.-PURCHASING	
			150216045	UNIFORM RENTAL SVC.-FACILITIES	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$12,574.34
CINTAS CORPORATION	11586	02/10/2014	150230040	UNIFORM RENTAL SVC.-CONCRETE MAINT.	\$1,740.02
			150230039	UNIFORM RENTAL SVC.-STREET MAINT.	
			150223052	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150230038	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150223053	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150230037	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150230034	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150230033	UNIFORM RENTAL SVC.-GRAFFITI RMVL	



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CINTAS CORPORATION	11586	02/10/2014	150226539	UNIFORM RENTAL SVC.-CONCRETE MAINT.	\$1,740.02
			150226538	UNIFORM RENTAL SVC.-STREET MAINT.	
			150226536	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150230029	UNIFORM RENTAL SVC.-PARK MAINT.	
			150226533	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150226532	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150223061	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150226537	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150223060	UNIFORM RENTAL SVC.-STREET MAINT.	
			150233564	UNIFORM RENTAL SVC.-GOLF COURSE	
			150233558	UNIFORM RENTAL SVC.-CFD #1	
			150233551	UNIFORM RENTAL SVC.-PARK MAINT.	
			150216036	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150219528	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150219529	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150230042	UNIFORM RENTAL SVC.-GOLF COURSE	
			150230036	UNIFORM RENTAL SVC.-CFD #1	
			150226535	UNIFORM RENTAL SVC.-CFD #1	
			150226541	UNIFORM RENTAL SVC.-GOLF COURSE	
			150226529	UNIFORM RENTAL SVC.-PURCHASING	
			150226528	UNIFORM RENTAL SVC.-PARK MAINT.	
			150233554	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150233553	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150230032	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	



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CINTAS CORPORATION	11586	02/10/2014	150230031	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	\$1,740.02
			150233563	UNIFORM RENTAL SVC.-FACILITIES	
			150230041	UNIFORM RENTAL SVC.-FACILITIES	
			150233552	UNIFORM RENTAL SVC.-PURCHASING	
			150230030	UNIFORM RENTAL SVC.-PURCHASING	
			150219536	UNIFORM RENTAL SVC.-STREET MAINT.	
			150216040	UNIFORM RENTAL SVC.-CFD #1	
			150223050	UNIFORM RENTAL SVC.-PARK MAINT.	
			150223063	UNIFORM RENTAL SVC.-GOLF COURSE	
			150223057	UNIFORM RENTAL SVC.-CFD #1	
			150223054	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150223059	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150219526	UNIFORM RENTAL SVC.-PARK MAINT.	
			150219539	UNIFORM RENTAL SVC.-GOLF COURSE	
			150219533	UNIFORM RENTAL SVC.-CFD #1	
			150216033	UNIFORM RENTAL SVC.-PARK MAINT.	
			150216046	UNIFORM RENTAL SVC.-GOLF COURSE	
			150216035	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150226531	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150226530	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150216037	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150216042	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150216038	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150219530	UNIFORM RENTAL SVC.-GRAFFITI RMVL	



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CINTAS CORPORATION	11586	02/10/2014	150216044	UNIFORM RENTAL SVC.-CONCRETE MAINT.	\$1,740.02
			150219537	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150219531	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150223055	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150223058	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150219534	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150216041	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150219535	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150216043	UNIFORM RENTAL SVC.-STREET MAINT.	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$12,574.34
CINTAS CORPORATION	11632	02/18/2014	150237108	UNIFORM RENTAL SVC.-GOLF COURSE	\$67.08
			150237102	UNIFORM RENTAL SVC.-CFD #1	
			150237095	UNIFORM RENTAL SVC.-PARK MAINT.	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$12,574.34
CINTAS CORPORATION	11688	02/24/2014	150237105	UNIFORM RENTAL SVC.-STREET MAINT.	\$762.48
			150240610	UNIFORM RENTAL SVC.-GOLF COURSE	
			150237106	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150237104	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150240608	UNIFORM RENTAL SVC.-CONCRETE MAINT.	
			150237103	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150240601	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150240604	UNIFORM RENTAL SVC.-CFD #1	
			150240599	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	

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CINTAS CORPORATION	11688	02/24/2014	150240602	UNIFORM RENTAL SVC.-VEHICLE MAINT.	\$762.48
			150240605	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150240600	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150237100	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150244120	UNIFORM RENTAL SVC.-PURCHASING	
			150237098	UNIFORM RENTAL SVC.-ST. SIGNS/STRIPING	
			150237097	UNIFORM RENTAL SVC.-TRAFFIC SIGNAL	
			150240606	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150240597	UNIFORM RENTAL SVC.-PARK MAINT.	
			150237096	UNIFORM RENTAL SVC.-PURCHASING	
			150240607	UNIFORM RENTAL SVC.-STREET MAINT.	
			150240609	UNIFORM RENTAL SVC.-FACILITIES	
			150237107	UNIFORM RENTAL SVC.-FACILITIES	
			150240598	UNIFORM RENTAL SVC.-PURCHASING	
			150237099	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150233555	UNIFORM RENTAL SVC.-GRAFFITI RMVL	
			150233556	UNIFORM RENTAL SVC.-VEHICLE MAINT.	
			150233559	UNIFORM RENTAL SVC.-ST. SWEEPING	
			150233560	UNIFORM RENTAL SVC.-DRAIN MAINT.	
			150233561	UNIFORM RENTAL SVC.-STREET MAINT.	
			150233562	UNIFORM RENTAL SVC.-CONCRETE MAINT.	

Remit to: ONTARIO, CA

FYTD: \$12,574.34

CITY OF MORENO VALLEY VEBA
TRUST

11587 02/10/2014 2014-00000237 4020 - EXEC VEBA*

\$7,485.00



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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$245,181.28
CITY OF MORENO VALLEY VEBA TRUST	11689	02/24/2014	2014-00000254	4020 - EXEC VEBA*	\$1,760.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$245,181.28
CITY OF TUSTIN	219993	02/03/2014	01212014	CALPACS 2014 MEMBERSHIP RENEWAL	\$275.00
Remit to: TUSTIN, CA					<u>FYTD:</u> \$275.00
CIVIC RESOURCE GROUP, LLC	11690	02/24/2014	22033	CMMS REPLACEMENT PROJ-JAN14	\$3,800.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$25,900.00
CLARK, JAMES	220079	02/03/2014	R14-069400	AS REFUND-RET ADOPT,CHIP, VACCINES	\$67.00
Remit to: CALIMESA, CA					<u>FYTD:</u> \$67.00
COMMONWEALTH LAND TITLE COMPANY	220215	02/18/2014	00679503	PRELIMINARY TITLE REPORT-COTTONWD GOLF COURSE	\$550.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$345,926.00
COMMONWEALTH LAND TITLE COMPANY	220293	02/24/2014	674939	CLTA OWNERS - QD13-413613 - NASON RELINQUISHMENT	\$1,386.00
			674938	CLTA OWNERS - QD13-413610 - NASON RELINQUISHMENT	
			674941	CLTA OWNERS QD13-413647 & 48 - NASON RELINQUISHMENT	
			677681	SR-60 MORENO BEACH PHASE 2	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$345,926.00
COMMUNITY HEALTH CHARITIES	220131	02/10/2014	2014-00000238	8725 - CH CHARITY	\$88.00

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Remit to: COSTA MESA, CA					<u>FYTD:</u> \$4,091.00
COMMUNITY HEALTH CHARITIES	220216	02/18/2014	2013	CONTRIBUTION-2013 EMPLOYEE GIVING CAMPAIGN	\$2,500.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$4,091.00
COMMUNITY HEALTH CHARITIES	220294	02/24/2014	2014-00000255	8725 - CH CHARITY	\$88.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$4,091.00
COMMUNITY NOW	11487	02/03/2014	1010	NEIGHBORHOOD/NEXTDOOR.COM CONSULTANTS	\$1,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$27,265.00
COMMUNITY NOW	11633	02/18/2014	1009	PROF. CONSULTANT SVCS-SR2S PROGRAM	\$2,905.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$27,265.00
COMPU COM	220217	02/18/2014	62107547	MS OFFICE LICENSES-SENIOR CTR PUBLIC PC'S	\$3,045.15
Remit to: DALLAS, TX					<u>FYTD:</u> \$5,680.02
CORNERSTONE RECORDS MANAGEMENT, LLC	11634	02/18/2014	0218852	OFF-SITE STORAGE OF CITY RECORDS	\$1,488.55
Remit to: KING OF PRUSSIA, PA					<u>FYTD:</u> \$12,176.64
COSTCO	220132	02/10/2014	20287	SNACK SUPPLIES FOR SKATE PARK	\$241.58
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15,064.70
COUNSELING TEAM, THE	219994	02/03/2014	22145	EMPLOYEE SUPPORT SVCS-HR	\$1,250.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$30,908.75
COUNTRY SQUIRE ESTATES	220133	02/10/2014	JAN 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$137.23



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COUNTRY SQUIRE ESTATES	220133	02/10/2014	DEC 2013	REFUND-UUT FOR EXEMPT RESIDENTS	\$137.23
Remit to: ONTARIO, CA					FYTD: \$601.85
COUNTY OF RIVERSIDE	219996	02/03/2014	9990085000-1312	TRAFFIC MOTOR RADIO COMMUNICATION SERVICES FOR PD/DEC 2013	\$2,165.06
			9990170000-1312	VPN CONNECTION FOR CODE ENFORCEMENT STAFF	
Remit to: RIVERSIDE, CA					FYTD: \$1,152,890.09
COUNTY OF RIVERSIDE 1	220325	02/24/2014	PU0000003049	JANITORIAL SUPPLIES-SHERIFF STATION EXPLORERS	\$1,304.52
Remit to: MORENO VALLEY, CA					FYTD: \$7,237.71
COUNTY OF RIVERSIDE SHERIFF	220166	02/10/2014	SH0000023147	LAW ENFORCEMENT SERVICES/MILEAGE-JAG 2010 GRANT	\$17,711.38
Remit to: MORENO VALLEY, CA					FYTD: \$22,223,159.97
COUNTY OF RIVERSIDE-BUILDING & SAFETY	220295	02/24/2014	01032014	COPIES OF COUNTY BLDG RECORDS	\$51.00
Remit to: RIVERSIDE, CA					FYTD: \$128.50
CPT WIRELESS	220263	02/18/2014	BL#23174-YR2014	REFUND OF OVERPAYMENT FOR B/L#23174	\$52.29
Remit to: LOS ANGELES, CA					FYTD: \$52.29
CRIME SCENE STERI-CLEAN, LLC	11635	02/18/2014	32868	BIO HAZARD REMOVAL SVC-2/4/14	\$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$3,750.00
D & D SERVICES DBA D & D DISPOSAL, INC.	219997	02/03/2014	52234	DECEASED ANIMAL DISPOSAL SVCS-DEC13	\$745.00
Remit to: VALENCIA, CA					FYTD: \$7,450.00

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D & D SERVICES DBA D & D DISPOSAL, INC.	220218	02/18/2014	52278	DECEASED ANIMAL DISPOSAL SVCS-JAN14	\$745.00
Remit to: VALENCIA, CA					FYTD: \$7,450.00
DALE, KATHLEEN	11488	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
DATA TICKET, INC.	11693	02/24/2014	50810	ADMIN CITATION PROCESSING-B&S-NOV13	\$167.40
Remit to: NEWPORT BEACH, CA					FYTD: \$171,088.57
DATAQUICK CORPORATE HEADQUARTERS	220219	02/18/2014	B1-2252172	ONLINE SOFTWARE SUBSCRIPTION-POP UNIT-JAN14	\$130.50
Remit to: LOS ANGELES, CA					FYTD: \$1,044.00
DE SANTIS, THOMAS M	220063	02/03/2014	2/5-2/6/14	MILEAGE TO CITY MANAGERS DEPARTMENT MEETING	\$47.60
Remit to: TEMECULA, CA					FYTD: \$47.60
DEAN, MONIQUE LEFLEIN	220186	02/10/2014	R14-069777	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
DEBINAIRE COMPANY	220220	02/18/2014	715554	BOILER MAINTENANCE-PSB	\$565.00
			715604	BOILER MAINTENANCE-CRC	
			715541	BOILER MAINTENANCE-CITY HALL	
			715607	BOILER MAINTENANCE-ANIMAL SHELTER	
Remit to: CORONA, CA					FYTD: \$2,149.80
DELTA DENTAL OF CALIFORNIA	11589	02/10/2014	BE000718468	EMPLOYEE DENTAL INSURANCE	\$10,988.64



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Remit to: SAN FRANCISCO, CA					FYTD: \$93,437.79
DELTACARE USA	220326	02/24/2014	BE000734917-01	EMPLOYEE DENTAL INSURANCE	\$5,157.80
Remit to: DALLAS, TX					FYTD: \$46,164.00
DELTACARE USA	220327	02/24/2014	BE000734917-02	EMPLOYEE DENTAL INSURANCE	\$5,095.60
Remit to: DALLAS, TX					FYTD: \$46,164.00
DENNIS GRUBB & ASSOCIATES, LLC	11636	02/18/2014	1224	PLAN REVIEW SVCS-FIRE PREV 12/1-12/15/13	\$10,890.00
			1226	PLAN REVIEW SVCS-FIRE PREV 12/16-12/31/13	
Remit to: MIRA LOMA, CA					FYTD: \$108,205.00
DEPARTMENT OF ENVIRONMENTAL HEALTH	220134	02/10/2014	IN0190742	HEALTH PERMIT FOR SUNNYMEAD PARK	\$578.00
Remit to: RIVERSIDE, CA					FYTD: \$1,488.58
DEPARTMENT OF INDUSTRIAL RELATIONS	220296	02/24/2014	OSIP 59369	SELF INSURANCE PLANS	\$3,158.23
Remit to: RANCHO CORDOVA, CA					FYTD: \$3,158.23
DIAZ, JULIA	220187	02/10/2014	R14-069622	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
DITTEMORE INSULATION CONTRACTORS, INC	220080	02/03/2014	BL#09538-YR2014	REFUND OF OVERPAYMENT FOR BL#09538	\$53.46
Remit to: ORANGE, CA					FYTD: \$53.46
DLS LANDSCAPE, INC	11637	02/18/2014	14392	LANDSCAPE MAINT-CFD#1-JAN14	\$12,390.00

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DLS LANDSCAPE, INC	11637	02/18/2014	14393	LANDSCAPE MAINT-ZONE A-JAN14	\$12,390.00
Remit to: REDLANDS, CA					FYTD: \$111,510.00
DMV	219998	02/03/2014	4799	2014 CALIFORNIA VEHICLE CODE BOOK	\$44.65
Remit to: SACRAMENTO, CA					FYTD: \$44.65
DORY, ALLEEN F.	219999	02/03/2014	140201 140201a	RETIREE MED FEB '14 RETIREE MED FEB '14	\$284.11
Remit to: HEMET, CA					FYTD: \$2,674.35
DUPREZ, KEVIN	220264	02/18/2014	R14-069866	AS REFUND-OVERPMT ON LICENSE	\$12.00
Remit to: MORENO VALLEY, CA					FYTD: \$12.00
DURAN, BLANCA	220167	02/10/2014	JAN-2014	INSTRUCTOR SERVICES-YOUTH FOLKLORIC DANCE CLASS	\$84.00
Remit to: MORENO VALLEY, CA					FYTD: \$999.00
DUVAL, ROBERTA	220123	02/05/2014	2/9-2/14/14	TRAVEL PER DIEM-CSTI EMERG. MGMT. TRAINING	\$363.00
Remit to: SUN CITY, CA					FYTD: \$1,886.20
DUVAL, ROBERTA	220168	02/10/2014	JAN-2014	INSTRUCTOR SERVICES-CPR CLASS	\$180.00
Remit to: SUN CITY, CA					FYTD: \$1,886.20
DUVAL, ROBERTA	220328	02/24/2014	FEB-2014	INSTRUCTOR SERVICES-CPR CLASS	\$324.00
Remit to: SUN CITY, CA					FYTD: \$1,886.20
E.R. BLOCK PLUMBING & HEATING, INC.	11489	02/03/2014	114237	BACKFLOW DEVICE TESTS	\$340.00



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E.R. BLOCK PLUMBING & HEATING, INC.	11489	02/03/2014	113964	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	\$340.00
Remit to: RIVERSIDE, CA					FYTD: \$24,610.24
E.R. BLOCK PLUMBING & HEATING, INC.	11591	02/10/2014	114212	BACKFLOW DEVICE TESTING-PSB	\$1,958.30
			113102	BACKFLOW DEVICE TESTING-VARIOUS LOCATIONS	
			114327	BACKFLOW DEVICE REPAIR-CITY PARK	
			114325	REPLACED BACKFLOW DEVICE UNITS-FS#91	
			114326	REPLACED BACKFLOW DEVICE UNITS-PSB	
			114077	BACKFLOW DEVICE TESTING-CITY PARKS	
Remit to: RIVERSIDE, CA					FYTD: \$24,610.24
E.R. BLOCK PLUMBING & HEATING, INC.	11638	02/18/2014	114211	BACKFLOW DEVICE TEST-FS#91	\$384.80
			114216	BACKFLOW DEVICE TEST-	
			114210	BACKFLOW DEVICE TEST-ANIMAL SVCS	
Remit to: RIVERSIDE, CA					FYTD: \$24,610.24
EASTERN MUNICIPAL WATER DISTRICT	220001	02/03/2014	17873	MORENO BEACH PHASE 1	\$7,643.64
Remit to: PERRIS, CA					FYTD: \$1,327,884.31
ECONOMIC DEVELOPMENT AGENCY	220298	02/24/2014	2013-34 -REVISED	AUTOMATION SERVICES 7/1-9/8/13	\$12,570.55
Remit to: RIVERSIDE, CA					FYTD: \$79,120.55
EDGELANE MOBILE HOME PARK	11592	02/10/2014	DEC 2013	REFUND-UUT FOR EXEMPT RESIDENTS	\$16.92

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Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$124.35
EDGELANE MOBILE HOME PARK	11694	02/24/2014	JAN 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$15.17
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$124.35
EGGERSTEN, ANNE	220002	02/03/2014	140201	RETIREE MED FEB '14	\$208.36
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$2,157.66
ELAM, STEPHEN	11490	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: TEMECULA, CA					<u>FYTD:</u> \$956.19
ELROD FENCE COMPANY	220222	02/18/2014	7235	FENCE INSTALLATION	\$390.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$390.00
EMERALD CITY PET RESCUE	220188	02/10/2014	R13-066329	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$75.00
EMERGENT BATTERY TECHNOLOGIES, INC.	11593	02/10/2014	22519	BATTERY BACKUP SYSTEMS-SLA 12-75	\$4,968.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$16,200.00
ENNIS PAINT	11639	02/18/2014	262110 261724	THERMOPLASTIC PAINT THERMOPLASTIC PAINT	\$3,908.53
Remit to: DALLAS, TX					<u>FYTD:</u> \$8,586.43
ERGON ASPHALT & EMULSION, INC	220299	02/24/2014	9401130551	ASPHALTIC MATERIALS	\$1,122.10



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Remit to: CHANDLER, AZ					FYTD: \$1,882.01
ESGIL CORPORATION	11695	02/24/2014	12133689	PLAN CHECK SVCS-DEC13	\$671.20
Remit to: SAN DIEGO, CA					FYTD: \$10,350.50
EVANS ENGRAVING & AWARDS	11594	02/10/2014	20414-3	NAMEPLATE FOR Y. GUTIERREZ	\$15.12
Remit to: MORENO VALLEY, CA					FYTD: \$1,303.22
EVERITT, DAVID	220003	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: HEMET, CA					FYTD: \$3,187.30
EXCEL LANDSCAPE, INC	11492	02/03/2014	79257 79252	LANDSCAPE MAINT-WQB/NPDES-JAN14 LANDSCAPE MAINT-ZONE E7-JAN14	\$9,017.17
Remit to: CORONA, CA					FYTD: \$85,146.94
EXCEL LANDSCAPE, INC	11696	02/24/2014	79362	LANDSCAPING SVCS-ZONE E7 ADDL WORK	\$1,325.00
Remit to: CORONA, CA					FYTD: \$85,146.94
EYERMAN, MARSHALL	220170	02/10/2014	2/19-2/21/14	TRAVEL PER DIEM-CSMFO ANNUAL CONFERENCE	\$177.50
Remit to: TEMECULA, CA					FYTD: \$177.50
FAIRFIELD, CAROL	220004	02/03/2014	140201	RETIREE MED MAR-DEC '13, PD FEB '14	\$2,098.00
Remit to: RIVERSIDE, CA					FYTD: \$2,098.00
FAMILY SERVICE ASSOCIATION	220223	02/18/2014	REG.-3/15/14 REGIST.-3/15/14	CHILD DEVELOPMENT CONFERENCE REGISTRATION FOR 8 ATTENDEES CHILD DEV. CONFERENCE REGISTRATION FOR S. MARTINEZ & J. PALACIO	\$650.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$650.00
FEENSTRA, JOHN	11493	02/03/2014	140201	RETIREE MED FEB '14	\$267.66
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,970.48
FEENSTRA, KARA	220337	02/24/2014	R14-070310, 311	AS REFUND-DIFF IN LIC FEES, ONLY 1 YR ON RABIES	\$38.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38.00
FENCEWORKS, INC	220265	02/18/2014	BL#02758-YR2014	REFUND OF OVER PAYMENT FOR BL#02758	\$92.68
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$92.68
FIRST AMERICAN CORE LOGIC, INC.	11595	02/10/2014	81044998	REAL QUEST WEB SVCS-DEC13 (IMAGING)	\$640.00
			81044999	REAL QUEST WEB SVCS-DEC13 (ONLINE)	
Remit to: DALLAS, TX					<u>FYTD:</u> \$5,760.00
FIRST AMERICAN CORE LOGIC, INC.	11698	02/24/2014	81076744	REAL QUEST WEB SVCS-JAN14 (IMAGING)	\$640.00
			81076770	REAL QUEST WEB SVCS-JAN14 (ACCESS)	
Remit to: DALLAS, TX					<u>FYTD:</u> \$5,760.00
FIRST CHOICE SERVICES	11596	02/10/2014	538699	EMPLOYEE PAID COFFEE SVC-CRC	\$1,057.22
			538701	EMPLOYEE PAID COFFEE SVC-CITY YARD	
			538711	EMPLOYEE PAID COFFEE SVC-CH/BREAKROOM	
			538712	EMPLOYEE PAID COFFEE SVC-CH/CITY MGR	
			538714	EMPLOYEE PAID COFFEE SVC-CH/COUNCIL CHAMBERS	
			538715	EMPLOYEE PAID COFFEE SVC-CH/CITY COUNCIL	



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FIRST CHOICE SERVICES	11596	02/10/2014	538713	EMPLOYEE PAID COFFEE SVC-CH/PUBLIC WORKS	\$1,057.22
Remit to: ONTARIO, CA					FYTD: \$6,445.31
FIRST CHOICE SERVICES	11699	02/24/2014	536931	EMPLOYEE PAID COFFEE SVC-CRC	\$38.86
Remit to: ONTARIO, CA					FYTD: \$6,445.31
FITNESS 19 CA 155 11C	220300	02/24/2014	2014-00000256	8730 - GYM MEMBERSHIP*	\$143.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,564.50
FOAMERICA.COM	220135	02/10/2014	58075	NEW PELICAN CASES FOR PEPPERBALL EQUIPT.	\$2,043.95
Remit to: PHOENIX, AZ					FYTD: \$2,043.95
FORM PRINT COMPANY FPC GRAPHICS	220005	02/03/2014	90119	FORM PRINTING-FALSE ALARM CITATIONS	\$4,937.76
Remit to: RIVERSIDE, CA					FYTD: \$4,937.76
FOSTER, NANCY A.	11494	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: GRASS VALLEY, CA					FYTD: \$2,868.57
FOSTER, ZACHARY F.	11495	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: GRASS VALLEY, CA					FYTD: \$2,868.57
FRANCHISE TAX BOARD	220136	02/10/2014	2014-00000245	1015 - GARNISHMENT - CREDITOR %*	\$1,909.34
Remit to: SACRAMENTO, CA					FYTD: \$11,003.37
FRANCHISE TAX BOARD	220301	02/24/2014	2014-00000257	1015 - GARNISHMENT - CREDITOR %*	\$1,921.14
Remit to: SACRAMENTO, CA					FYTD: \$11,003.37

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FRANKLIN, L. C.	220253	02/18/2014	1/13-1/30/14	MILEAGE REIMBURSEMENT	\$178.08
Remit to: PERRIS, CA					FYTD: \$1,378.73
FRAZEE INDUSTRIES, INC	220137	02/10/2014	9530501180481	GRAFFITI REMOVAL PRODUCTS	\$853.36
			9530501186510	GRAFFITI REMOVAL PRODUCTS	
Remit to: LOS ANGELES, CA					FYTD: \$9,483.79
FRAZEE INDUSTRIES, INC	220302	02/24/2014	9530501193931	GRAFFITI REMOVAL PRODUCTS	\$1,248.99
Remit to: LOS ANGELES, CA					FYTD: \$9,483.79
FRED'S GLASS & MIRROR, INC.	220006	02/03/2014	184468	DOOR GLASS REPAIR-MFPCC	\$1,926.42
			184290	WINDOW REPAIRS-ANNEX STE1	
			184485	WINDOW REPAIRS-COTTONWD GOLF COURSE	
Remit to: RIVERSIDE, CA					FYTD: \$4,856.36
FREE , CONNIE	220189	02/10/2014	R13-068421	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
FRESQUEZ, HANNAH	220138	02/10/2014	011614	SPORTS OFFICIATING SERVICES-SOFTBALL	\$100.00
			101713	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
FULLERTON GLASS COMPANY	220081	02/03/2014	BL#16659-YR2014	REFUND OF OVERPAYMENT FOR BL#16659	\$78.00
Remit to: FULLERTON, CA					FYTD: \$78.00
FUSCOE ENGINEERING, INC	220139	02/10/2014	115113	CONSULTANT PLAN CHECK SVCS-PA12-0024	\$1,632.00



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Remit to: IRVINE, CA					FYTD: \$11,514.00
FUSION SIGN AND DESIGN, INC	11640	02/18/2014	64602	WAYFINDING SIGNS	\$8,783.24
Remit to: RIVERSIDE, CA					FYTD: \$132,701.79
FUSION SIGN AND DESIGN, INC	11700	02/24/2014	64602 BAL	WAYFINDING SIGNS	\$462.28
Remit to: RIVERSIDE, CA					FYTD: \$132,701.79
G BROTHER CONSTRUCTION, INC	220082	02/03/2014	BL#20102-YR2014	REFUND OF OVERPAYMENT FOR B/L#20102	\$350.00
Remit to: GARDEN GROVE, CA					FYTD: \$350.00
G/M BUSINESS INTERIORS, INC.	220224	02/18/2014	0200553-IN 0200554-IN	FURNITURE PANEL FOR CITY ATTY'S OFFICE FURNITURE PANEL FOR TECH. SVCS	\$616.50
Remit to: RIVERSIDE, CA					FYTD: \$110,867.83
GALLS INC., INLAND UNIFORM	11641	02/18/2014	BC0046906 BC0025408	UNIFORM PURCHASE/REPLACEMENT-SET UNIFORM PURCHASE/REPLACEMENT-SET	\$162.69
Remit to: PASADENA, CA					FYTD: \$1,406.99
GARCIA, CHRISTINA	220282	02/18/2014	MV3131120016	REFUND-CITATION DISMISSED	\$57.50
Remit to: CORONA, CA					FYTD: \$57.50
GARCIA, MANUEL	11496	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$318.73
Remit to: CORONA, CA					FYTD: \$2,868.57
GARCIA, MIGUEL JIMENEZ	220283	02/18/2014	MV3140107001	REFUND-CITATION DISMISSED	\$41.00

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Remit to: REEDLEY, CA					FYTD: \$41.00
GARDNER COMPANY, INC.	220225	02/18/2014	54197	HVAC OPTIMIZATION/PREVENTIVE MAINT-LIBRARY	\$15,482.10
			54076	HVAC OPTIMIZATION PROGRAM REPAIRS-FS#91	
			53993	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#6	
			54195	HVAC OPTIMIZATION/PREVENTIVE MAINT-CITY YARD	
			53994	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#48	
			53991	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#91	
			54196	HVAC OPTIMIZATION/PREVENTIVE MAINT-SENIOR CTR	
			54201	HVAC OPTIMIZATION/PREVENTIVE MAINT-MARCH FIELD PARK CC	
			53995	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#2	
			54122	HVAC OPTIMIZATION PROGRAM REPAIRS-FS#6	
			54198	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#91	
			53919	HVAC OPTIMIZATION/PREVENTIVE MAINT-LIBRARY	
			53920	HVAC OPTIMIZATION/PREVENTIVE MAINT-RED MAPLE	
			54202	HVAC OPTIMIZATION/PREVENTIVE MAINT-TOWNGATE	
			54117	HVAC OPTIMIZATION PROGRAM REPAIRS-CITY YARD	
			54070	HVAC OPTIMIZATION PROGRAM REPAIRS-MARCH FIELD PARK CC	
			54199	HVAC OPTIMIZATION/PREVENTIVE MAINT-RED MAPLE	
			54203	HVAC OPTIMIZATION/PREVENTIVE MAINT-FS#6	
			53921	HVAC OPTIMIZATION/PREVENTIVE MAINT-MARCH FIELD PARK CC	
			54121	HVAC OPTIMIZATION PROGRAM REPAIRS-FS#6	
			54069	HVAC OPTIMIZATION PROGRAM REPAIRS-SENIOR CTR	
			53922	HVAC OPTIMIZATION/PREVENTIVE MAINT-TOWNGATE	



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GARDNER COMPANY, INC.	220225	02/18/2014	54123	HVAC OPTIMIZATION PROGRAM REPAIRS-FS#6	\$15,482.10
Remit to: MURRIETA, CA					FYTD: \$34,930.88
GASCA, JOSEPH M.	220083	02/03/2014	7013210-02	SOLAR INCENTIVE REBATE	\$9,480.00
Remit to: MORENO VALLEY, CA					FYTD: \$9,480.00
GENERAL SECURITY SERVICES, INC.	11597	02/10/2014	176444	SECURITY SVCS-CRC SPECIAL EVENTS 1/18/14	\$4,141.81
			176485	SECURITY SVCS-CRC SPECIAL EVENTS 1/19/14	
			176490	SECURITY SVCS-CRC 1/21-1/23/14	
			176487	SECURITY SVCS-SENIOR CTR 1/4/14	
			176380	SECURITY SVCS-CRC 1/6-1/9/14	
			176446	SECURITY SVCS-LIBRARY 1/12, 1/16-1/18/14	
			176424	SECURITY SVCS-CITY HALL 12/2-12/6/13	
			176517	SECURITY SVCS-LIBRARY 1/19, 1/24-1/25/13	
			176364	SECURITY SVCS-TOWNGATE CTR 1/11/14	
			176442	SECURITY SVCS-CITY HALL 1/13-1/16/14	
			176639	SECURITY SVCS-CITY HALL 1/27-1/30/14	
			176443	SECURITY SVCS-CRC 1/13-1/16/14	
			176429	SECURITY SVCS-TOWNGATE 1/8/14	
			176486	SECURITY SVCS-SENIOR CTR 1/19/14	
			176425	SECURITY SVCS-CITY HALL SPECIAL EVENT 12/5/13	
			176555	SECURITY SVCS-CRC 1/27-1/30/14	
			176418	SECURITY SVCS-SENIOR CTR 1/12/14	
			176381	SECURITY SVCS-SENIOR CTR 1/11/14	

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GENERAL SECURITY SERVICES, INC.	11597	02/10/2014	176445	SECURITY SVCS-SENIOR CTR 1/18/14	\$4,141.81
			176515	SECURITY SVCS-CITY HALL 1/21-1/23/14	
Remit to: WILMINGTON, CA					FYTD: \$44,782.66
GENERAL SECURITY SERVICES, INC.	11642	02/18/2014	176563	SECURITY SVCS-SENIOR CTR 2/1/14	\$533.07
			176516	SECURITY SVCS-ELECTRIC UTILITY 1/23/14	
			176574	SECURITY SVCS-ELECTRIC UTILITY 1/28/14	
			176561	SECURITY SVCS-CRC SPECIAL EVENTS 2/1/14	
			176575	SECURITY SVCS-LIBRARY 1/26-2/1/14	
Remit to: WILMINGTON, CA					FYTD: \$44,782.66
GENERAL SECURITY SERVICES, INC.	11701	02/24/2014	176684	SECURITY SVCS-CITY HALL 2/3-2/6/14	\$697.98
			176739	SECURITY SVCS-LIBRARY 2/9, 2/14-2/15/14	
			176686	SECURITY SVCS-LIBRARY 2/2, 2/7-2/8/14	
Remit to: WILMINGTON, CA					FYTD: \$44,782.66
GIBBS, GIDEN, LOCHER, TURNER, SENET & WITTBRODT LLP	11497	02/03/2014	222295-002	MORRISON PARK FIRE STATION	\$4,155.32
Remit to: LOS ANGELES, CA					FYTD: \$50,286.60
GLASS FACTORY, INC	220266	02/18/2014	BL#02733-YR2014	REFUND OF OVER PAYMENT FOR BL#02733	\$68.00
Remit to: EAST HIGHLAND, CA					FYTD: \$68.00
GLOBAL TRAFFIC TECHNOLOGIES	11498	02/03/2014	31912	OPTICOM INFRARED DETECTOR CABLE	\$8,845.22



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Remit to: OAKDALE, MN					<u>FYTD:</u> \$304,944.62
GOATCHER, JOHN	220084	02/03/2014	987358	REIMB-PMI MEMBERSHIP RENEWAL	\$129.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$129.00
GONG ENTERPRISES, INC.	220226	02/18/2014	7022	CONSULTANT PLAN CHECK SVCS	\$13,655.00
			7023	CONSULTANT PLAN CHECK SVCS	
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$32,544.50
GONZALES, CECILIA	11499	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: CORONA, CA					<u>FYTD:</u> \$1,593.65
GOZDECKI, DAN	220284	02/18/2014	FEB-2014 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	\$540.00
			FEB-2014 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,346.00
GRAVES & KING, LLP	220227	02/18/2014	1312-0009459	LEGAL SVCS-MV1329	\$8,853.12
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$83,799.74
GREENWORKS US	220338	02/24/2014	B1301411	REFUND-PERMIT FEE FOR CANCELLED PROJ.(80%)	\$123.20
Remit to: RICHMOND, CA					<u>FYTD:</u> \$123.20
GRIFFIN, MARLENE C	11500	02/03/2014	140201	RETIREE MED FEB '14	\$208.36
Remit to: GREEN VALLEY, AZ					<u>FYTD:</u> \$2,157.66
GRIFFITH, BRITTANY	220190	02/10/2014	1109730	REFUND WRONG LEVEL ENROLLED	\$57.60

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.60
GROSS, MARK D.	220254	02/18/2014	02032014	REIMB-REGIS FEE FOR SPRING 2014 CEQA WORKSHOP	\$180.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$725.00
GUILLAN, REBECCA S.	11501	02/03/2014	140201	RETIREE MED JAN '14, PD FEB '14	\$304.26
Remit to: ADVANCE, NC					<u>FYTD:</u> \$2,697.12
GUTIERREZ, ROBERT	11502	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: LA VERNE, CA					<u>FYTD:</u> \$2,868.57
HABITAT FOR HUMANITY RIVERSIDE	11702	02/24/2014	DRAW NO. 05	NSP 3 - 8 SINGGLE FAMILY HOMES-24265 MYERS AVE	\$24,827.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$137,572.73
HADAD AUTO WHOLE	220267	02/18/2014	BL#18682-YR2014	REFUND OF OVER PAYMENT FOR BL#18682	\$75.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.25
HAMBURG, IRENE	11503	02/03/2014	140201	RETIREE MED SEPT-NOV '13 MED & EQUITABLE, PD FEB '14	\$955.61
Remit to: OTIS, OR					<u>FYTD:</u> \$3,505.45
HAMLIN, WILLIAM R.	11504	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$2,868.57
HANES, MARTIN D.	11505	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
HARDING, JOHN	220007	02/03/2014	140201	RETIREE MED FEB '14	\$318.73



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Remit to: BANNING, CA					FYTD: \$2,868.57
HARRIS & ASSOCIATES	11506	02/03/2014	23327	CONSULTANT PLAN CHECK SVCS-NOV13	\$890.00
Remit to: CONCORD, CA					FYTD: \$39,059.50
HARTMANN, RICK	220008	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: SAN DIMAS, CA					FYTD: \$2,868.57
HATFIELD, CHARLES	11507	02/03/2014	140201	RETIREE MED FEB '14	\$188.23
Remit to: LAS VEGAS, NV					FYTD: \$2,045.11
HDL COREN & CONE	220228	02/18/2014	0020081-IN	CONTRACT SVCS PROPERTY TAX-JAN-MAR14	\$4,875.00
Remit to: DIAMOND BAR, CA					FYTD: \$14,245.00
HDL SOFTWARE LLC	220229	02/18/2014	0009284-IN	FY13/14 LIC/MAINT-BUS LIC., WEB LIC. & FALSE ALARM 8/1/13-7/31/1	\$13,128.39
Remit to: DIAMOND BAR, CA					FYTD: \$13,128.39
HEALD, DENA	220171	02/10/2014	2/19-2/21/14	TRAVEL PER DIEM-CSMFO ANNUAL CONFERENCE	\$177.50
Remit to: CORONA, CA					FYTD: \$476.50
HEFFLEY, ROSS W.	11508	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: HEMET, CA					FYTD: \$2,868.57
HEINZ, PEGGY	220268	02/18/2014	R13-068264	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: YUCCA VALLEY, CA					FYTD: \$75.00
HEISTERBERG, ANTHONY	220009	02/03/2014	140201	RETIREE MED FEB '14	\$637.46

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Remit to: ANZA, CA					<u>FYTD:</u> \$4,624.54
HERNANDEZ, ANNA	220191	02/10/2014	1106312	REFUND CLASS CANCELLED LACK OF REGISTRATION	\$38.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38.00
HERNANDEZ, JOSE S.	220192	02/10/2014	7010985-06	SOLAR INCENTIVE REBATE	\$12,014.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,014.00
HERRICK, ROBERT D.	220010	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
HETHERMAN, ANTHONY CHRISTOPHER	11703	02/24/2014	3/3-3/7/14	TRAVEL PER DIEM & MILEAGE-CPRS CONF/PLAYGROUND SAFETY INSP. EXAM	\$257.60
Remit to: TEMECULA, CA					<u>FYTD:</u> \$257.60
HEWITT, DARIN	220339	02/24/2014	1117524	REFUND FOR TOWNGATE RENTAL	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
HILL, COURTNEY	220085	02/03/2014	CK#216819	UNCLAIMED CK REISSUANCE-RE:SOLAR INCENTIVE REBATE	\$10,946.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$10,946.25
HLP, INC.	11509	02/03/2014	9134	WEB LICENSE FEE-DEC13	\$19.25
Remit to: LITTLETON, CO					<u>FYTD:</u> \$22,598.70
HLP, INC.	11704	02/24/2014	9226	WEB LICENSE FEE-JAN14	\$23.10
Remit to: LITTLETON, CO					<u>FYTD:</u> \$22,598.70
HOLT, ANITRA N	220011	02/03/2014	140201	RETIREE MED FEB '14	\$318.73



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Remit to: CLERMONT, FL					FYTD: \$2,868.57
HONDA YAMAHA OF REDLANDS	220230	02/18/2014	31456	MAINT & REPAIRS-TRAFFIC MOTORCYCLES	\$1,413.40
			31460	MAINT & REPAIRS-TRAFFIC MOTORCYCLES	
			31461	MAINT & REPAIRS-TRAFFIC MOTORCYCLES	
Remit to: REDLANDS, CA					FYTD: \$4,835.24
HOUN, SUSAN	220086	02/03/2014	R14-069374	AS REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: WALNUT, CA					FYTD: \$95.00
HOUSER, EDITH E.	220012	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
HUA, JENNY,	220172	02/10/2014	JAN-2014	INSTRUCTOR SERVICES-DRAWING FOR KIDS CLASS	\$126.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,386.00
HUMANSKALE	220013	02/03/2014	1812863	ERGONOMIC EVALUATIONS	\$5,400.00
Remit to: COSTA MESA, CA					FYTD: \$5,400.00
ICL INVESTMENTS	220087	02/03/2014	BL#03236-YR2014	REFUND OF OVERPAYMENT FOR BL#03236	\$34.65
Remit to: MISSION VIEJO, CA					FYTD: \$34.65
ICMA RETIREMENT CORP	11671	02/07/2014	2014-00000246	8030 - DEF COMP 457 - ICMA	\$10,174.93
Remit to: BALTIMORE, MD					FYTD: \$166,009.65
ICMA RETIREMENT CORP	11677	02/21/2014	2014-00000263	8030 - DEF COMP 457 - ICMA	\$10,174.93

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Remit to: BALTIMORE, MD					<u>FYTD:</u> \$166,009.65
IL SORRENTO MOBILE PARK	220140	02/10/2014	DEC13-JAN14	REFUND-UUT FOR EXEMPT RESIDENTS	\$238.30
			NOV13-DEC13	REFUND-UUT FOR EXEMPT RESIDENTS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$801.51
IN A BIND SIGNS, INC.	220340	02/24/2014	P13-0402	REFUND-SIGN PROGRAM APPLICATION COMPLETE	\$439.67
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$439.67
ING USA ANNUITY & LIFE INSURANCE CO.	220303	02/24/2014	2014-00000258	8792 - ING - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$2,925.00
INSIDE PLANTS, INC.	220231	02/18/2014	49871	INDOOR PLANT MAINT-FEB14	\$327.00
Remit to: CORONA, CA					<u>FYTD:</u> \$2,616.00
J D H CONTRACTING	11510	02/03/2014	122913-01	TV MOUNTING/WALL REPAIRS-COUNCIL CHAMBERS	\$1,174.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$74,661.87
J D H CONTRACTING	11598	02/10/2014	012314-01	CONSTRUCTION REPAIRS-CFD#1-CELEB PARK	\$3,306.00
			020314-01	CONSTRUCTION REPAIRS-CFD#1-CELEB. PARK	
			020414-01	CRC SIGNAGE-DIRECTIONAL SLATE STRUCTURE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$74,661.87
J D H CONTRACTING	11643	02/18/2014	021214-01	INSTALL SKATE STOPPERS AT LASSELLE SPORTS PARK	\$1,560.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$74,661.87



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J D H CONTRACTING	11705	02/24/2014	021914-01	INSTALL VENTS IN RESTROOM DOOR @ CITY YARD	\$1,812.00
			021214-02	RE-STAIN TWO RESTROOM DOORS @ CITY HALL	
Remit to: RIVERSIDE, CA					FYTD: \$74,661.87
JACK HENRY & ASSOCIATES	220014	02/03/2014	1602488	PROFIT STARS CHARGES-NOV13	\$438.70
Remit to: MONETT, MO					FYTD: \$3,366.35
JACKSON HEWITT TAX SERVICES	220269	02/18/2014	BL#20494-YR2014	REFUND OF OVERPAYMENT FOR B/L#20494	\$20.33
Remit to: YORBA LINDA, CA					FYTD: \$20.33
JANNEY & JANNEY ATTORNEY SVCS, INC.	220232	02/18/2014	IEC401211151-01	DELIVERY SVCS-1/21/14	\$120.00
			00140133036	MONTHLY RETAINER-DELIVERY OF COURT FILINGS-FEB14	
Remit to: RIVERSIDE, CA					FYTD: \$915.00
JENKINS, PAUL	11511	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: LAS VEGAS, NV					FYTD: \$1,912.38
JOE A. GONSALVES & SON	11512	02/03/2014	24129	LEGISLATIVE ADVOCACY SVCS-JAN14	\$3,000.00
Remit to: SACRAMENTO, CA					FYTD: \$27,135.00
JOHNSON, ELLEN	220015	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,549.84
JOHNSON, KIMBERLY	220088	02/03/2014	R14-068948	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: OCEANSIDE, CA					FYTD: \$75.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
JONES, DEANNA	220193	02/10/2014	R13-065836	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: CORONA, CA					<u>FYTD:</u> \$95.00
JONES, SUSAN	11513	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
KDM MERIDIAN, INC.	11599	02/10/2014	3514	PEDESTRIAN ENHANCEMENTS	\$1,245.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$18,225.00
KENNEDY COMMUNICATIONS	11706	02/24/2014	6	PUBLIC OUTREACH CONSULTING SVCS	\$1,000.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$31,250.00
KEPLER, JANELLE	11707	02/24/2014	FEB-2014	INSTRUCTOR SERVICES-CHEERLEADING 101 CLASS	\$305.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,073.60
KIMLEY-HORN & ASSOC., INC.	11514	02/03/2014	5398264	MORENO VALLEY KITS - TRANS. MGMT. CTR.	\$3,140.30
Remit to: CITY OF INDUSTRY, CA					<u>FYTD:</u> \$47,489.35
KING, PATRICIA A.	220016	02/03/2014	140201	RETIREE MED FEB '14	\$188.23
Remit to: LAS VEGAS, NV					<u>FYTD:</u> \$1,829.13
KNAUSS, KARLI	220089	02/03/2014	R14-069597	AS REFUND-ADOPT,CHIP,VACCINES	\$67.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$67.00
KOLB, CHARLES E.	11515	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,549.84



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KOLLAR, KYLE	11516	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
KRAFT, RONALD	220090	02/03/2014	R14-069190	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					FYTD: \$20.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	11644	02/18/2014	270362	LEGAL SVCS-DISSOLUTION OF REDEVELOPMENT	\$2,009.00
Remit to: SACRAMENTO, CA					FYTD: \$9,214.00
KTU+A	11645	02/18/2014	26520	BICYCLE MASTER PLAN	\$7,687.70
Remit to: SAN DIEGO, CA					FYTD: \$56,859.70
KUPSAK, STEVE	11517	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$226.05
Remit to: LAS VEGAS, NV					FYTD: \$1,917.83
KYLE, GARY M.	11518	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: PRESCOTT VALLEY, AZ					FYTD: \$2,868.57
LA FOLLETTE, JOHNSON, DE HAAS, FESLER & AMES	220017	02/03/2014	278539	LEGAL SVCS-RE: K. HERNANDEZ CASE	\$10,799.28
Remit to: LOS ANGELES, CA					FYTD: \$55,477.13
LAFATA, JOSEPHINE	11519	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
LATITUDE GEOGRAPHICS	220233	02/18/2014	201400059	GEOCORTEX ESSENTIALS ANNUAL MAINT. 2/22/14-2/21/15	\$3,557.40

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Remit to: VICTORIA, BC					<u>FYTD:</u> \$25,271.40
LAW OFFICE OF CHARISSE L. SMITH	220018	02/03/2014	1062	LEGAL SERVICES	\$888.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,392.80
LAW OFFICE OF CHARISSE L. SMITH	220304	02/24/2014	1117	LEGAL SERVICES	\$425.50
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,392.80
LE FEVER MATTSON PROPERTY MANAGEMENT CORP	220091	02/03/2014	BL#10084-YR2014	REFUND OF OVERPAYMENT FOR BL#10084	\$81.92
Remit to: CITRUS HEIGHTS, CA					<u>FYTD:</u> \$81.92
LEADING EDGE LEARNING CENTER	220173	02/10/2014	JAN-2014	INSTRUCTOR SERVICES-GED TEST & READING RASCALS CLASSES	\$433.60
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$433.60
LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV	220064	02/03/2014	1533	2014 MEMBERSHIP DUES	\$100.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$35,164.60
LEIGHTON CONSULTING, INC.	11646	02/18/2014	13852	SR-60 NASON IC	\$10,653.31
Remit to: IRVINE, CA					<u>FYTD:</u> \$130,222.28
LEWIS BRISBOIS BISGAARD & SMITH LLP	220019	02/03/2014	1279721	LEGAL SVCS-RE: A. NORTON CASE	\$101.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$545.25
LEWIS, CAROLYN S.	11520	02/03/2014	140201	RETIREE MED FEB '14	\$188.23



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Remit to: MIDLAND, TX					FYTD: \$2,607.57
LEXISNEXIS PRACTICE MGMT.	11647	02/18/2014	1401081080	LEGAL RESEARCH TOOLS-CITY ATTY-JAN14	\$1,180.00
Remit to: LOS ANGELES, CA					FYTD: \$10,850.00
LEXISNEXIS PRACTICE MGMT.	11708	02/24/2014	2202-02.14-01	STATE NET LEGAL & REGULATIONS SERVICE	\$1,410.00
Remit to: LOS ANGELES, CA					FYTD: \$10,850.00
LIEBERT, CASSIDY, WHITMORE	220021	02/03/2014	174094	LEGAL SVCS/MO140-00001	\$5,901.50
			TRAINING 1/13/14	MANAGING PERFORMANCE THROUGH EVALUATION WORKSHOPS	
			175308	LEGAL SVCS-RE: MO140-00013	
Remit to: LOS ANGELES, CA					FYTD: \$52,784.92
LINDO, HERMINA G.	11521	02/03/2014	140201	RETIREE MED DEC '13 (MED+TRICARE)& OCT '13 ADJ, PD FEB '14	\$255.44
Remit to: TITUSVILLE, FL					FYTD: \$2,196.58
LOGAN, CHARLES	11522	02/03/2014	140201	RETIREE MED FEB '14	\$188.23
Remit to: LAS VEGAS, NV					FYTD: \$1,719.37
LONGDYKE, DENNIS	11523	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: BEAUMONT, CA					FYTD: \$2,868.57
LULLI, STEVE	220120	02/03/2014	1954943	REIMB-UNIFORM PANTS	\$152.25
Remit to: MORENO VALLEY, CA					FYTD: \$152.25
LUMLEY, ROBERT C.	11524	02/03/2014	140201	RETIREE MED FEB '14	\$318.73

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
LUNA, JESUS	220341	02/24/2014	R14-070300	AS REFUND-ADOPT,LIC,CHIP,VACS,RAB DEP	\$85.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$85.00
MANERI TRAFFIC CONTROLL	220270	02/18/2014	BL#22986-YR2014	REFUND OF OVER PAYMENT FOR BL#22986	\$62.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$62.00
MARCH AVIATION GALLERY	11732	02/24/2014	13135	ENGRAVING OF PLATES FOR CITY COUNCIL PICTURES & FITTING CHARGES	\$388.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$960.30
MARCH JOINT POWERS AUTHORITY	220142	02/10/2014	0030025	GAS CHARGES-MFPCC BLDG 823-DEC13	\$6.98
			0030029	GAS CHARGES-MFPCC BLDG 938-DEC13	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$189,593.64
MARINA LANDSCAPE, INC	11600	02/10/2014	8216111303	SHRUBS & MULCH INSTALLED IN FREDERICK MEDIANS	\$18,178.34
			8216011400	LANDSCAPE MAINT.-ZONE E-1 & E-1A-JAN 2014	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$59,689.88
MARINO, DOREEN	220092	02/03/2014	R13-068142	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$75.00
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11648	02/18/2014	62735	LANDSCAPE MAINT.-SCE & OLD LAKE DRIVE-JAN14	\$12,096.08
			62729	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-JAN14	



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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11648	02/18/2014	62723	LANDSCAPE MAINT.-BAY AVE. TO GRAHAM/AQUUCT BIKEWAY-JAN14	\$12,096.08
			62733	LANDSCAPE MAINT.-NORTH AQUEDUCT-JAN14	
			62740	LANDSCAPE MAINT.-VANDENBERG TO FAY/AQUUCT BIKEWAY-JAN14	
			62728	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-JAN14	
			62732	LANDSCAPE MAINT.-DELPHINIUM/PERHAM TO JFK/AQUUCT BIKEWAY-JAN14	
			62731	LANDSCAPE MAINT.-TOWNGATE AQUUCT BIKEWAY-JAN14	
			62724	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JAN14	
			62734	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JAN14	
			62727	LANDSCAPE MAINT.-CITY YARD-JAN14	
			62736	LANDSCAPE MAINT.-ASES ADMIN BLDG.-JAN14	
			62725	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JAN14	
			62730	LANDSCAPE MAINT.-UTILITY-JAN14	
			62726	LANDSCAPE MAINT.-ANIMAL SHELTER-JAN14	
			62739	LANDSCAPE MAINT.-SENIOR CENTER-JAN14	
			62722	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-JAN14	
62737	LANDSCAPE MAINT.-CRC-JAN14				

Remit to: IRWINDALE, CA	FYTD: \$268,016.98
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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	11709	02/24/2014	62920	LANDSCAPE MAINT.-ZONE D ADDITIONAL WORK/JAN 2014	\$3,635.41
			62921	LANDSCAPE MAINT.-ZONE E-2 ADDITIONAL WORK/JAN 2014	

Remit to: IRWINDALE, CA	FYTD: \$268,016.98
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MARNELL, NAM CHEN	220342	02/24/2014	R14-069788	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
MARQUEZ, DAVID	220093	02/03/2014	ACCT. 7011910-02	SOLAR INCENTIVE REBATE	\$14,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$14,000.00
MARTINEZ, MARIA	220343	02/24/2014	R14-070505	AS REFUND-RET ADOPT, 2 CHIP CHARGES	\$63.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$63.00
MASIEL, TIFFANIE	220094	02/03/2014	R14-069164	AS REFUND-REF LICENSE ON ADOPT RETURN	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
MATHIS, NOLAN	11525	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$298.20
Remit to: JACKSON, KY					<u>FYTD:</u> \$2,691.40
MATRIKON, INC	220143	02/10/2014	083503	RENEWAL OF ANNUAL MAINTENANCE SUPPORT - OPC APPLICATIONS	\$960.00
Remit to: EDMONTON, AB					<u>FYTD:</u> \$960.00
MAXINOSKI, SUE A.	11526	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: AVINGER, TX					<u>FYTD:</u> \$2,868.57
MAYEN, DAREK	220095	02/03/2014	R14-069195	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$75.00
MCNALLY-SCHELL, ANGELA	220096	02/03/2014	R13-067985	AS REFUND-S/N DEPOSITS ON 2 ANIMALS	\$150.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$150.00



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MEDIETA, ORLANDO	220097	02/03/2014	R13-067498	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SAN BERNARDINO , CA					FYTD: \$75.00
MEEKINS, AUDREY	220271	02/18/2014	R14-069875	AS REFUND-OVERPMT ON LICENSE	\$19.00
Remit to: MORENO VALLEY, CA					FYTD: \$19.00
MEEKS, DANIEL	11602	02/10/2014	010914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$220.00
			011614	SPORTS OFFICIATING SERVICES-SOFTBALL	
			011214	SPORTS OFFICIATING SERVICES-SOFTBALL	
			010514	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$1,966.00
MENGISTU, YESHIALEM	220255	02/18/2014	1/13-1/31/14	MILEAGE REIMBURSEMENT	\$135.52
Remit to: MORENO VALLEY, CA					FYTD: \$1,096.60
MESSIN, LOUIS	11527	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: BULLHEAD CITY, AZ					FYTD: \$2,868.57
MEYERS, NAVE, RIBACK, SILVER & WILSON	220234	02/18/2014	2013090595	LEGAL SERVICES	\$500.00
Remit to: OAKLAND, CA					FYTD: \$345,080.08
MEYERS, ROBERT	220174	02/10/2014	JAN-2014	INSTRUCTOR SERVICES-PHOTOGRAPHY CLASS	\$147.00
Remit to: MORENO VALLEY, CA					FYTD: \$321.60
MIDDLETON, REBECCA	220098	02/03/2014	R14-069428/427	AS REFUND-OVERPMT ON 2 LICENSES	\$14.00

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Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$14.00
MIKHAIL, WILLIAM	220272	02/18/2014	R14-069696	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20.00
MILES, ROBERT	11528	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,415.55
MINARD, MARK E.	11529	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,868.57
MIRACLE RECREATION EQUIPMENT	11711	02/24/2014	745440	PLAYGROUND EQUIPMENT PARTS	\$494.48
Remit to: CHICAGO, IL					<u>FYTD:</u> \$473,154.49
MOLLICA, MIKE	11531	02/03/2014	140201	RETIREE MED FEB '14	\$401.42
Remit to: DUNNELLON, FL					<u>FYTD:</u> \$3,612.78
MONGOLIAN BBQ	220099	02/03/2014	BL#25646-YR2014	REFUND OF OVERPAYMENT FOR BL#25646	\$69.29
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$69.29
MONTERROSA, BLANCA	220194	02/10/2014	R13-066382	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MONTGOMERY PLUMBING INC	220235	02/18/2014	020114	PLUMBING REPAIR AT TOWNGATE COMM. CTR.-CLOGGED URINAL-WO#14-0170	\$370.00
			011514	PLUMBING REPAIRS AT PUBLIC SAFETY BLDG.-CLEAR DRAIN- WO#14-0046	



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Remit to: MORENO VALLEY, CA					FYTD: \$11,366.00
MORA, PATRICIA A.	11532	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
MORALES, KAREN R.	220022	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: PERRIS, CA					FYTD: \$1,593.65
MORENO VALLEY CHAMBER OF COMMERCE	220175	02/10/2014	4040	WAKE-UP MEETING ATTENDANCE-1/22/14	\$45.00
Remit to: MORENO VALLEY, CA					FYTD: \$13,636.07
MORENO VALLEY CHAMBER OF COMMERCE	220307	02/24/2014	3984 (1)	2014 LEADERSHIP MV CLASS FEE-AHMAD ANSARI	\$1,000.00
			3984 (2)	2014 LEADERSHIP MV CLASS FEE-MIKE SMITH	
Remit to: MORENO VALLEY, CA					FYTD: \$13,636.07
MORENO VALLEY CITY EMPLOYEES ASSOC.	11672	02/07/2014	2014-00000247	8710 - MVCEA EMPLOYEE DUES	\$1,316.00
Remit to: MORENO VALLEY, CA					FYTD: \$24,093.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	11678	02/21/2014	2014-00000264	8710 - MVCEA EMPLOYEE DUES	\$1,316.00
Remit to: MORENO VALLEY, CA					FYTD: \$24,093.00
MORENO VALLEY HISPANIC CHAMBER OF COMMER	220065	02/03/2014	1/7/14 ADELANTE	ADELANTE MEETING ATTENDANCE	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$460.00

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MORENO VALLEY HISPANIC CHAMBER OF COMMER	220256	02/18/2014	2/4/14 ADELANTE	ADELANTE MEETING ATTENDANCE	\$30.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$460.00
MORENO VALLEY SEVENTH DAY ADVENTIST CHURCH	220344	02/24/2014	1117104	REFUND FOR CRC RENTAL	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY UNIFIED SCHOOL DISTRICT	220100	02/03/2014	00131230	DUPLICATE PAYMENT FOR 00131230	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MORENO VALLEY UTILITY	220023	02/03/2014	7013411-01/DEC13	ELECTRICITY-UTILITY FIELD OFFICE	\$88.81
Remit to: HEMET, CA					<u>FYTD:</u> \$585,666.33
MORGAN, LISA A.	11533	02/03/2014	140201	RETIREE MED FEB '14	\$276.50
Remit to: MENTONE, CA					<u>FYTD:</u> \$2,741.88
MTGL, INC	11603	02/10/2014	48535	PEDESTRIAN ENHANCEMENTS	\$1,635.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$4,003.00
MTGL, INC	11712	02/24/2014	48336	CITYWIDE PEDESTRIAN	\$815.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$4,003.00
MUSICSTAR	220257	02/18/2014	NOV-2013 JAN-2014	INSTRUCTOR SERVICES-PIANO FOR KIDS CLASSES INSTRUCTOR SERVICES-GUITAR & PIANO FOR KIDS CLASSES	\$783.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,822.60



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MV 32715 LLC	220345	02/24/2014	B1302547/1302556	REFUND 80% PERMIT FEES/100% TAXES FOR TWO CANCELLED PERMITS	\$2,199.90
Remit to: UPLAND, CA					FYTD: \$2,199.90
NATIONWIDE RETIREMENT SOLUTIONS CP	11673	02/07/2014	2014-00000248	8020 - DEF COMP PST - NATIONWIDE	\$1,729.82
Remit to: COLUMBUS, OH					FYTD: \$589,678.52
NATIONWIDE RETIREMENT SOLUTIONS CP	11675	02/07/2014	2014-00000250	8010 - DEF COMP 457 - NATIONWIDE*	\$24,175.04
Remit to: COLUMBUS, OH					FYTD: \$589,678.52
NATIONWIDE RETIREMENT SOLUTIONS CP	11679	02/21/2014	2014-00000265	8010 - DEF COMP 457 - NATIONWIDE*	\$23,435.04
Remit to: COLUMBUS, OH					FYTD: \$589,678.52
NATIONWIDE RETIREMENT SOLUTIONS CP	11681	02/21/2014	2014-00000267	8020 - DEF COMP PST - NATIONWIDE	\$2,155.43
Remit to: COLUMBUS, OH					FYTD: \$589,678.52
NAVARRETTE, RALPH	11534	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,415.55
NBS GOVERNMENT FINANCE GROUP	11713	02/24/2014	1140175	CONSULTANT SERVICES RE: COST ALLOCATION PLAN	\$3,020.00
Remit to: TEMECULA, CA					FYTD: \$15,330.00
NELSON, ROBERT	11535	02/03/2014	140201	RETIREE MED FEB '14	\$208.36
Remit to: ONTARIO, CA					FYTD: \$2,157.66

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NEUSTAEDTER, CRAIG S	220024	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: IRVINE, CA					FYTD: \$2,868.57
NEW DAWN ENTERPRISES	220101	02/03/2014	BL#24622-YR2014	REFUND OF OVERPAYMENT FOR BL#24622	\$73.42
Remit to: MORENO VALLEY, CA					FYTD: \$73.42
NEW HORIZON MOBILE HOME PARK	11604	02/10/2014	DEC 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	\$25.81
Remit to: LOS ANGELES, CA					FYTD: \$180.72
NEW HORIZON MOBILE HOME PARK	11714	02/24/2014	JAN 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$21.96
Remit to: LOS ANGELES, CA					FYTD: \$180.72
NGUYEN, JUDY	220195	02/10/2014	R13-068700	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: VISTA, CA					FYTD: \$75.00
NIEBURGER, JUDITH A.	220025	02/03/2014	140201	RETIREE MED FEB '14	\$401.42
Remit to: MORENO VALLEY, CA					FYTD: \$3,612.78
NILA, DEBRA	220346	02/24/2014	R14-069765,775	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
NOBLE, NATHAN	220102	02/03/2014	1098081	REFUND FOR WINTER YOUTH BASKETBALL LEAGUE	\$101.00
Remit to: MORENO VALLEY, CA					FYTD: \$101.00
NOSSAMAN, LLP.	220237	02/18/2014	422376	LEGAL SERVICES	\$10,733.69



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Remit to: LOS ANGELES, CA					FYTD: \$13,307.69
NU ACOUSTICS	220103	02/03/2014	BL#00031438-YR14	REFUND OF OVERPAYMENT FOR BL#00031438	\$75.82
Remit to: RIVERSIDE, CA					FYTD: \$75.82
OLKO, JEANNETTE	220347	02/24/2014	R14-070223	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: BEAUMONT, CA					FYTD: \$75.00
ORROCK, POPKA, FORTINO & BRISLIN	11650	02/18/2014	90-037M STMT 8	LEGAL DEFENSE COSTS-O. RODRIGUEZ CASE	\$4,819.02
			90-038M STMT 6	LEGAL DEFENSE COSTS-N. THOMPSON CASE	
			90-039M STMT 6	LEGAL DEFENSE COSTS-M. MOSLEY CASE	
			90-040M STMT 3	LEGAL DEFENSE COSTS-WALDEN ENVIR. CASE	
			90-041M STMT 2	LEGAL DEFENSE COSTS-M. DAVIS CASE	
Remit to: RIVERSIDE, CA					FYTD: \$25,508.82
OUTDOOR CREATIONS, INC	220308	02/24/2014	4055	CONCRETE RECYCLE CONTAINERS FOR LASSELLE SPORTS PARK	\$4,995.00
Remit to: ROUND MOUNTAIN, CA					FYTD: \$4,995.00
PACIFIC TELEMAGEMENT SERVICES	11651	02/18/2014	613849	PAY PHONE SERVICES	\$313.20
			613849a	STATION PAY PHONE SERVICES	
Remit to: SAN RAMON, CA					FYTD: \$2,850.12
PAINTING BY ZEB BODE	11652	02/18/2014	140602	PAINTING OF BUILDING EXTERIOR AT LIBRARY	\$21,360.00
Remit to: NORCO, CA					FYTD: \$52,364.50

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PARADIGM ENERGY CONSULTING	11653	02/18/2014	MVU-01-2014	CONSULTING SERVICES RE: MV UTILITY 10-YR RESOURCE PLAN	\$3,550.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$38,774.98
PATTERSON, ALFREY	220026	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,415.55
PAULSON, PRISCILLA	220273	02/18/2014	R14-069764	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: APPLE VALLEY, CA					<u>FYTD:</u> \$75.00
PEDLEY SQUARE VETERINARY CLINIC	11606	02/10/2014	DEC-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$19,328.00
			NOV-2013	VETERINARY SERVICES FOR MV ANIMAL SHELTER	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,945.28
PEDLEY SQUARE VETERINARY CLINIC	11654	02/18/2014	JAN-2014	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$5,371.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,945.28
PENIGAR TAX	220274	02/18/2014	BL#07877-YR2014	REFUND OF OVER PAYMENT FOR BL#07877	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$60.00
PERRY, NORMA	11536	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: LOCKEFORD, CA					<u>FYTD:</u> \$2,868.57
PERS LONG TERM CARE PROGRAM	220145	02/10/2014	2014-00000241	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					<u>FYTD:</u> \$8,255.34



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PERS LONG TERM CARE PROGRAM	220309	02/24/2014	2014-00000259	4720 - PERS LONG TERM CARE	\$458.63
Remit to: PASADENA, CA					FYTD: \$8,255.34
PERS RETIREMENT	11625	02/14/2014	P140117a	PERS RETIREMENT - CLASSIC	\$1,727.78
Remit to: SACRAMENTO, CA					FYTD: \$4,111,836.34
PERS RETIREMENT	11626	02/14/2014	P140117b	PERS RETIREMENT - PEPRA	\$10,262.86
Remit to: SACRAMENTO, CA					FYTD: \$4,111,836.34
PERS RETIREMENT	11734	02/28/2014	P140131a	PERS RETIREMENT - CLASSIC	\$1,728.03
Remit to: SACRAMENTO, CA					FYTD: \$4,111,836.34
PERS RETIREMENT	11735	02/28/2014	P140131b	PERS RETIREMENT - PEPRA	\$10,121.29
Remit to: SACRAMENTO, CA					FYTD: \$4,111,836.34
PIONEER CREDIT RECOVERY, INC	220146	02/10/2014	2014-00000242	1015 - GARNISHMENT - CREDITOR %	\$354.24
Remit to: ARCADE, NY					FYTD: \$759.27
PIONEER CREDIT RECOVERY, INC	220310	02/24/2014	2014-00000260	1015 - GARNISHMENT - CREDITOR %	\$405.03
Remit to: ARCADE, NY					FYTD: \$759.27
POUNDS, NANCY	11537	02/03/2014	140201	RETIREE MED JAN '14, PD FEB '14	\$318.73
Remit to: BOISE, ID					FYTD: \$2,868.57
PRICE, GEORGE E.	11538	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57

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PROFESSIONAL COMMUNICATIONS NETWORK PCN	220238	02/18/2014	140200438	LIVE ANSWERING SERVICE FOR TOW PROGRAM	\$482.45
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,076.65
PSOMAS	220147	02/10/2014	93250	SR-60 NASON IC	\$14,113.14
			91725-R	MV MASTER DRAINAGE LINE F	
			92992-R	MV MASTER DRAINAGE LINE F	
			93521-R	MV MASTER DRAINAGE LINE F	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$93,761.75
PULLIAM, TRENT D.	11539	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$2,868.57
RAAP, MARICELA	220104	02/03/2014	R13-067600	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HAFB, NM					<u>FYTD:</u> \$75.00
RAMIREZ, DIANA	220348	02/24/2014	1114068	REFUND FOR RECREATION PROGRAM	\$54.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54.00
RAMOS, ROBERTO	220066	02/03/2014	JAN-2014	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$246.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,605.80
RANDALL, MARK	220349	02/24/2014	R13-066749,751	AS REFUND-SPAY/NEUTER & RABIES DEPOSIT	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
RANDOLPH, HANNA	220196	02/10/2014	R14-069210	AS REFUND-OVERPMT ON LICENSE	\$19.00



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Remit to: MORENO VALLEY, CA					FYTD: \$19.00
RAY-RAMIREZ, DARCY L.	220027	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: RIVERSIDE, CA					FYTD: \$2,868.57
RBF CONSULTING, INC.	11655	02/18/2014	869198	ALESSANDRO BLVD MEDIAN	\$2,123.30
Remit to: IRVINE, CA					FYTD: \$84,535.36
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11607	02/10/2014	11179877	LINENS RENTAL FOR CRC BANQUET ROOM	\$278.46
			11185525	LINENS RENTAL FOR CRC BANQUET ROOM	
			11174142	LINENS RENTAL FOR CRC BANQUET ROOM	
			11167598	LINENS RENTAL FOR CRC BANQUET ROOM	
			11192000	LINENS RENTAL FOR CRC BANQUET ROOM	
			S286534	LINENS FOR SPECIAL EVENTS AT CRC	
			S275548	LINENS FOR SPECIAL EVENTS AT CRC	
			S273921	LINENS FOR SPECIAL EVENTS AT CRC	
Remit to: LOS ANGELES, CA					FYTD: \$2,151.52
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11656	02/18/2014	S289999	LINENS FOR SPECIAL EVENTS AT CRC	\$112.84
			11203406	LINENS RENTAL FOR CRC BANQUET ROOM	
			11145177	LINENS RENTAL FOR CRC BANQUET ROOM	
			11197742	LINENS RENTAL FOR CRC BANQUET ROOM	
Remit to: LOS ANGELES, CA					FYTD: \$2,151.52

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	11715	02/24/2014	S291568	LINENS FOR SPECIAL EVENTS AT CRC	\$84.34
			11208994	LINENS RENTAL FOR CRC BANQUET ROOM	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$2,151.52
REYES, LYNNETTE	220275	02/18/2014	1115164	TOWNGATE RENTAL RETURN DEPOSIT	\$200.00
Remit to: COLTON, CA					<u>FYTD:</u> \$200.00
RICKS, JAMES	220028	02/03/2014	140201	RETIREE MED JAN '14, PD FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$637.46
RIGHTWAY SITE SERVICES, INC.	220029	02/03/2014	734249	PORTABLE TOILETS ON WHEELS/SERVICE FOR M&O DIV.	\$190.08
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$6,192.43
RIGHTWAY SITE SERVICES, INC.	220239	02/18/2014	735161	PORTABLE RESTROOM/SVC-COTTONWOOD GOLF COURSE	\$525.90
			735162	PORTABLE RESTROOMS/SVC-EQUESTRIAN CENTER	
			735163	PORTABLE RESTROOMS/SVC-MARCH MIDDLE SCHOOL	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$6,192.43
RIGHTWAY SITE SERVICES, INC.	220311	02/24/2014	735164	PORTABLE TOILETS ON WHEELS/SERVICE FOR M&O DIV.	\$190.08
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$6,192.43
RODRIGUEZ AGUIAR, MARIA	220197	02/10/2014	1105670	REFUND STUDENT DROPPED PROGRAM	\$70.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$70.00
ROGERS, EUGENE	11540	02/03/2014	140201	RETIREE MED FEB '14	\$318.73



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Remit to: PEBBLE BEACH, CA					FYTD: \$2,868.57
ROQUET PAVING, INC	220105	02/03/2014	BL#10122-YR2014	REFUND OF OVERPAYMENT FOR BL#10122	\$74.17
Remit to: GRAND TERRACE, CA					FYTD: \$74.17
ROSALES, DEBBIE	220176	02/10/2014	2/19-2/21/14	TRAVEL PER DIEM & MILEAGE-CSMFO ANNUAL CONFERENCE	\$231.26
Remit to: LAKE HAVASU CITY, AZ					FYTD: \$231.26
ROSS, DAVID T.	11541	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
ROSSON, LOUIS A.	11542	02/03/2014	140201 140201a	RETIREE MED FEB '14 RETIREE MED FEB '14	\$272.47
Remit to: PERRIS, CA					FYTD: \$2,436.63
ROUSH, SANDY	220350	02/24/2014	1117514	REFUND FOR TOWNGATE RENTAL	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
RUSSO, JOHN	11543	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: RANCHO MIRAGE, CA					FYTD: \$1,415.55
SA ASSOCIATES	11544	02/03/2014	SUBSTA-01	CONSULTANT ENGINEERING SVCS.-SOUTH INDUSTRIAL SUBSTATION PROJECT	\$13,687.25
Remit to: ARCADIA, CA					FYTD: \$13,687.25
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	11658	02/18/2014	67167 67159	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #2 FIRE EXTINGUISHERS INSPECTION-GOLF COURSE PRO SHOP	\$1,476.90

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	11658	02/18/2014	67160	FIRE EXTINGUISHERS INSPECTION-ANIMAL SHELTER	\$1,476.90
			67161	FIRE EXTINGUISHERS INSPECTION-PD GANG TASK FORCE	
			67162	FIRE EXTINGUISHERS INSPECTION-EOC	
			67163	FIRE EXTINGUISHERS & HALON INSPECTIONS-CITY HALL	
			67164	FIRE EXTINGUISHERS INSPECTION-ANNEX #1	
			67156	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #6	
			67166	FIRE EXTINGUISHERS INSPECTION-ANNEX #1	
			67155	FIRE EXTINGUISHERS INSPECTION-TOWNGATE COMM. CTR.	
			67168	FIRE EXTINGUISHERS INSPECTION-SENIOR CENTER	
			67169	FIRE EXTINGUISHERS & CO2 INSPECTIONS-CRC	
			67170	FIRE EXTINGUISHERS INSPECTION-MARCH FIELD PARK COMM. CTR.	
			67171	CO2 & PRESSURIZE WATER EXTING INSPECTIONS-HOBBY SHOP	
			67173	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #65	
			67177	FIRE EXTINGUISHERS INSPECTION & PURCHASE-CITY YARD	
			67178	FIRE EXTINGUISHERS INSPECTION-TRANSP. TRAILER	
			67179	FIRE EXTINGUISHERS INSPECTION-LIBRARY	
			67181	FIRE EXTINGUISHERS & CO2 INSPECTIONS-UTILITY FIELD OFFICE	
			67182	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #99	
			67183	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #91	
			67263	FIVE YEAR SPRINKLER CERTIFICATION/REPORT-PUBLIC SAFETY BLDG.	
			67165	FIRE EXTINGUISHERS INSPECTION-ANNEX #1	
			67158	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #48	



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Remit to: SAN BERNARDINO, CA					FYTD: \$5,380.04
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	11716	02/24/2014	67176	FIRE EXTINGUISHERS TESTING-ARMADA ELEMENTARY PORTABLE	\$132.00
			67157	FIRE EXTINGUISHERS TESTING-EMP. RESOURCE CENTER	
			67180	FIRE EXTINGUISHERS INSPECTION-FIRE ST. #58	
			67172	FIRE EXTINGUISHERS TESTING-STARS BLDG #823	
			67186	FIRE EXTINGUISHERS TESTING-SUNNYMEAD MIDDLE SCHOOL ASES	
			67175	FIRE EXTINGUISHERS TESTING-RED MAPLE PORTABLE	
			67184	FIRE EXTINGUISHERS TESTING-CREEKSIDE ELEMENTARY PORTABLE	
			67185	FIRE EXTINGUISHERS TESTING-SUNNYMEAD ELEMENTARY PORTABLE	
			67174	FIRE EXTINGUISHERS TESTING-RAINBOW RIDGE	
Remit to: SAN BERNARDINO, CA					FYTD: \$5,380.04
SAN BERNARDINO SHERIFF'S DEPT. EVOC	220148	02/10/2014	REG.-P. LONTHAIR	MARCH 3-14, 2014 MOTORCYCLE BASIC INSTRUCTOR COURSE REGISTR. FEE	\$1,159.00
Remit to: SAN BERNARDINO, CA					FYTD: \$1,159.00
SANTIAGO, CARLOS	220351	02/24/2014	B1400214	REFUND 80% PERMIT FEE FOR CANCELLED PERMIT B1400214	\$133.76
Remit to: MORENO VALLEY, CA					FYTD: \$133.76
SCHIEFELBEIN, LORI C.	220030	02/03/2014	JAN 2014	CONSULTANT SERVICES-ROTATIONAL TOW PROGRAM	\$577.50
Remit to: BULLHEAD CITY, AZ					FYTD: \$14,221.26
SCHUMAN, MICHAEL	11545	02/03/2014	140201	RETIREE MED FEB '14	\$318.73

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Remit to: GARDNERVILLE, NV					<u>FYTD:</u> \$2,868.57
SCOTT FAZEKAS & ASSOCIATES, INC	220149	02/10/2014	17220	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.	\$1,654.14
Remit to: IRVINE, CA					<u>FYTD:</u> \$32,786.93
SCOTT FAZEKAS & ASSOCIATES, INC	220312	02/24/2014	17233	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.	\$1,155.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$32,786.93
SECTRAN SECURITY, INC	220150	02/10/2014	13010609-PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS.	\$477.00
			13010609-CH	ARMORED TRANSPORT SERVICES-CITY HALL	
			13010609-ENT	ARMORED TRANSPORT SERVICES-MV UTILITY	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,816.00
SECTRAN SECURITY, INC	220240	02/18/2014	14020671 - CH	ARMORED TRANSPORT SERVICES-CITY HALL	\$477.00
			14020671 - ENT	ARMORED TRANSPORT SERVICES-MV UTILITY	
			14020671 - PR	ARMORED TRANSPORT SERVICES-PARKS & COMM. SVCS.	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,816.00
SECURITY LOCK & KEY	11546	02/03/2014	26221	DUPLICATE KEYS-TOWNGATE BLDG./WO#13-1720	\$507.00
			26275	LOCK REPAIR-CITY HALL CONF. ROOM C/WO#13-1941	
			26259	REPAIRS TO ANIMAL SHELTER FRONT LOBBY DOORS/WO#13-1090	
			26220	DOOR ADJUSTMENTS/TROUBLESHOOTING-PUBLIC SAFETY BLDG.-WO#13-1719	
			26147	DUPLICATE KEYS-CITY HALL JANITORIAL CLOSET/WO#13-1477	



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Remit to: YUCAIPA, CA					<u>FYTD:</u> \$8,909.36
SHARRETT, SHARON K.	11547	02/03/2014	140201	RETIREE MED FEB '14	\$175.97
Remit to: ONTARIO, CA					<u>FYTD:</u> \$1,568.13
SHELDON, STUART H.	11548	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: MURRIETA, CA					<u>FYTD:</u> \$2,450.01
SHELL OIL CO.	220241	02/18/2014	065124489402	FUEL PURCHASES-PD MOTORCYCLES	\$810.95
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$10,238.81
SILVER, TELEIA	220352	02/24/2014	1113544 113545	FEES ADJUSTMENT FOR A CHILDS PLACE	\$134.55
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$134.55
SINGER & COFFIN, APC	11608	02/10/2014	4158	SR-60 MORENO BEACH PHASE II	\$1,440.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$45,709.85
SIRE TECHNOLOGIES/HYLAND SOFTWARE	11660	02/18/2014	254257	PROF. CONSULTANT SVCS-ECM MILESTONE 2	\$2,025.00
Remit to: WESTLAKE, OH					<u>FYTD:</u> \$59,054.39
SKONBERG, RIX	11661	02/18/2014	REIMBURSEMENT	REIMB. CAPPO CONFERENCE HOTEL CHARGES BILLED TO PERSONAL CR CARD	\$222.99
Remit to: LA VERNE, CA					<u>FYTD:</u> \$322.99
SKY PUBLISHING	220152	02/10/2014	14_1_146	FULL PAGE MAGAZINE ADVERTISEMENT-EARTH DAY DECISION TREE	\$3,200.00
			14_1_144	1/2 PAGE MAGAZINE ADVERTISEMENT-USED OIL RECYCLING LOCATIONS	

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SKY PUBLISHING	220152	02/10/2014	14_1_145	1/2 PAGE MAGAZINE ADVERTISEMENT-EARTH DAY FREE MULCH EVENT	\$3,200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$36,999.00
SKY TRAILS MOBILE VILLAGE	11609	02/10/2014	DEC 2013	REFUND UTILITY USER TAXES FOR EXEMPT RESIDENTS	\$71.71
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$613.96
SKY TRAILS MOBILE VILLAGE	11718	02/24/2014	JAN 2014	REFUND-UUT FOR EXEMPT RESIDENTS	\$61.98
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$613.96
SLOVES, TINA	220106	02/03/2014	R13-068666	AS REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
SMART ENERGY USA	220353	02/24/2014	B1300844	REFUND DUPL. PYMT OF FEES FOR SOLAR PERMIT-23645 BREEZY MEADOWS	\$308.00
Remit to: PETALUMA, CA					<u>FYTD:</u> \$308.00
SMITH FLOORS & INSTALLTIONS	220107	02/03/2014	BL#06149-YR2014	REFUND OF OVERPAYMENT FOR BL#06149	\$69.04
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$69.04
SMITH, DEBI	220276	02/18/2014	R14-069802	AS REFUND-RET ADOPT,CHIP,LIC EH SN, VACS	\$63.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$63.00
SMITH, MARIA A.	11549	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,868.57
SMUS, PAULA	220032	02/03/2014	140201	RETIREE MED FEB '14	\$318.73



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Remit to: RIVERSIDE, CA					FYTD: \$1,912.38
SOCO GROUP, INC	11550	02/03/2014	614146	FUEL FOR CITY VEHICLES & EQUIPMENT	\$23,028.91
			615573	FUEL FOR CITY VEHICLES & EQUIPMENT	
			613601	FUEL FOR CITY VEHICLES & EQUIPMENT	
			615052	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					FYTD: \$269,771.67
SOCO GROUP, INC	11610	02/10/2014	616606	FUEL FOR CITY VEHICLES & EQUIPMENT	\$11,182.67
			616076	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					FYTD: \$269,771.67
SOCO GROUP, INC	11719	02/24/2014	0002096-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$12,392.43
			616800	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					FYTD: \$269,771.67
SOLAIRE ENERGY SYSTEMS, INC.	220354	02/24/2014	B1400048	REFUND 80% PERMIT FEE FOR CANCELLED PERMIT FOR 24990 CASEY CT.	\$133.76
Remit to: SAN DIEGO, CA					FYTD: \$133.76
SOROPTIMIST INTERNATIONAL OF MORENO VALLEY	220205	02/10/2014	3/15/14 EVENT	26TH ANNUAL FASHION SHOW/TEA-T. OWINGS, V. BACA, & Y. GUTIERREZ	\$90.00
Remit to: MORENO VALLEY, CA					FYTD: \$90.00
SOSA, HUGO	11551	02/03/2014	JAN-2014	INSTRUCTOR SERVICES-KARATEDO CLASS	\$450.00
Remit to: ELK GROVE, CA					FYTD: \$4,344.00

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SOSA, HUGO	11720	02/24/2014	FEB-2014	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$600.00
Remit to: ELK GROVE, CA					<u>FYTD:</u> \$4,344.00
SOURCE REFRIGERATION & HVAC, INC	220108	02/03/2014	BL#09578-YR2014	REFUND OF OVERPAYMENT FOR BL#09578	\$68.58
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$68.58
SOUTH COAST AIR QUALITY MGMT DISTRICT	220067	02/03/2014	FAC. ID 148882	PERMIT FEE FOR AQMD EVR UPGRADE FOR GASOLINE TANK-FIRE ST #2	\$1,391.92
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$10,460.96
SOUTH COAST AIR QUALITY MGMT DISTRICT	220068	02/03/2014	FAC. ID 057549	PERMIT FEE FOR AQMD EVR UPGRADE FOR GASOLINE TANK-FIRE ST #48	\$1,391.92
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$10,460.96
SOUTH COAST AIR QUALITY MGMT DISTRICT	220069	02/03/2014	FAC. ID 133591	PERMIT FEE FOR AQMD EVR UPGRADE FOR GASOLINE TANK-FIRE ST #91	\$1,391.92
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$10,460.96
SOUTHERN CALIFORNIA EDISON 1	220033	02/03/2014	JAN-14 2/3/14	ELECTRICITY	\$3,460.95
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,952,244.12
SOUTHERN CALIFORNIA EDISON 1	220153	02/10/2014	JAN-14 2/10/14	ELECTRICITY	\$6,928.66
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,952,244.12
SOUTHERN CALIFORNIA EDISON 1	220313	02/24/2014	FEB-14 2/24/14 JAN-14 2/24/14	ELECTRICITY ELECTRICITY	\$23,351.86
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,952,244.12



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SOUTHERN CALIFORNIA GAS CO.	220243	02/18/2014	JAN-2014	GAS CHARGES	\$8,198.54
Remit to: MONTEREY PARK, CA					FYTD: \$39,156.85
SOUTHERN PET SUPPLIES	11662	02/18/2014	9331	PET SUPPLIES-COLLARS, LEADS, AND HARNESSSES	\$1,183.95
Remit to: SAN DIEGO, CA					FYTD: \$2,385.15
SPARKLETTS	11552	02/03/2014	10050036 010214	BOTTLED WATER/SVC - EOC/ERF	\$4.50
Remit to: DALLAS, TX					FYTD: \$785.66
SPARKLETTS	11611	02/10/2014	7364551 012314	BOTTLED WATER/SVC-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	\$13.24
Remit to: DALLAS, TX					FYTD: \$785.66
SPARKLETTS	11663	02/18/2014	7363683 020214 7364596 020214	BOTTLED WATER/SVC-ARMADA ELEMENTARY "A CHILD'S PLACE" BOTTLED WATER/SVC-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$30.56
Remit to: DALLAS, TX					FYTD: \$785.66
SPARKLETTS	11721	02/24/2014	7387294 020714	BOTTLED WATER/COTTONWOOD GOLF COURSE	\$5.00
Remit to: DALLAS, TX					FYTD: \$785.66
SPECK, GARY B.	11553	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
SPENCER, MARTHA	11554	02/03/2014	140201	RETIREE MED FEB '14	\$179.21
Remit to: MORENO VALLEY, CA					FYTD: \$1,415.55
SPRATT, ARLENE	220109	02/03/2014	R13-068771	AS REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
Remit to: SIMI VALLEY, CA					<u>FYTD:</u> \$95.00
SPRATT, SANDRA	220355	02/24/2014	R14-069487	AS REFUND-SPAY/NEUTER & RABIES DEPOSITS	\$95.00
Remit to: TEMPLE CITY, CA					<u>FYTD:</u> \$95.00
SPRINT	11555	02/03/2014	417544340-086	CELLULAR PHONE SERVICE FOR PD GTF	\$63.86
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$3,646.45
SPRINT	11664	02/18/2014	634235346-041	CELLULAR PHONE SERVICE FOR PD SET	\$374.63
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$3,646.45
SPRINT	220155	02/10/2014	LCI-191121	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD INVESTIGATIONS	\$60.00
			LCI-189362	CELLULAR TECH EXTRACTION & LOCATOR SVCS FOR PD SET	
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$3,646.45
STANDARD INSURANCE CO	220177	02/10/2014	140201	SUPPLEMENTAL INSURANCE	\$1,513.56
Remit to: PORTLAND, OR					<u>FYTD:</u> \$219,121.56
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	11556	02/03/2014	10934118	ALARM SYSTEM MONITORING SERVICES-LIBRARY	\$874.05
			10936550	ALARM SYSTEM MONITORING SERVICES-CITY HALL	
			10952318	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99	
			10923963	ALARM SYSTEM MONITORING SERVICES-EOC	
Remit to: PALATINE, IL					<u>FYTD:</u> \$36,151.95
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	11612	02/10/2014	10899430	ALARM SYSTEM REPAIR @ SENIOR CENTER-ZONE #2 - WO#14-0147	\$2,013.49



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STANLEY CONVERGENT SECURITY SOLUTNS, INC	11612	02/10/2014	10878551	ALARM SYSTEM REPAIR @ CRC-REPLACED EAST BOARD & CORRECTED WIRING	\$2,013.49
			10370273	ALARM SYSTEM MONITORING SERVICES-ANNEX 4 (FINAL MONTH)	
			10915651	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	
Remit to: PALATINE, IL					FYTD: \$36,151.95
STANLEY CONVERGENT SECURITY SOLUTNS, INC	11723	02/24/2014	11009643	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$186.17
Remit to: PALATINE, IL					FYTD: \$36,151.95
STATE BOARD OF EQUALIZATION 1	11827	02/26/2014	013114	SALES & USE TAX REPORT FOR 1/1-1/31/14	\$4,839.00
Remit to: SACRAMENTO, CA					FYTD: \$18,515.00
STATE DISBURSEMENT UNIT	11674	02/07/2014	2014-00000249	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,202.84
Remit to: WEST SACRAMENTO, CA					FYTD: \$36,122.02
STATE DISBURSEMENT UNIT	11680	02/21/2014	2014-00000266	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,222.18
Remit to: WEST SACRAMENTO, CA					FYTD: \$36,122.02
STATE OF CALIFORNIA DEPT OF FISH & GAME	220329	02/24/2014	2013	FILING FEE-POORMAN'S RESERVR MITIGATN & MAINT. ANNL REPORTNG	\$112.00
Remit to: ONTARIO, CA					FYTD: \$112.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	220034	02/03/2014	014234	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD	\$210.00
Remit to: SACRAMENTO, CA					FYTD: \$26,582.00

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STATE OF CALIFORNIA DEPT. OF JUSTICE	220035	02/03/2014	000227 (BL)	FINGERPRINTING SERVICES - BUSINESS LIC. RELATED	\$591.00
			000227 (HR)	FINGERPRINTING SERVICES - HR DEPT/EMPLOYMENT RELATED	
			000227 (OEM)	FINGERPRINTING SERVICES-ERF	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$26,582.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	220036	02/03/2014	005599 (HR)	FINGERPRINTING SERVICES - HR DEPT/EMPLOYMENT RELATED	\$384.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$26,582.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	220156	02/10/2014	000227 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS INSTRUCTOR	\$32.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$26,582.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	220314	02/24/2014	015452	LIVE SCAN FINGERPRINTING APPS FOR PD	\$3,261.00
			019606	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$26,582.00
STATE WATER RESOURCES CONTROL BOARD	220037	02/03/2014	SW-0074398	ANNUAL PERMIT FEE	\$715.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$40,689.00
STENO SOLUTIONS TRANSCRIPTION SVCS., IN	11613	02/10/2014	42669	TRANSCRIPTION SERVICES FOR PD	\$1,651.20
Remit to: CORONA, CA					<u>FYTD:</u> \$17,822.24
STEWART, CLIFFORD	11557	02/03/2014	140201	RETIREE MED FEB '14	\$188.23



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Remit to: GLENDALE, AZ					FYTD: \$1,829.13
STILES ANIMAL REMOVAL, INC.	220315	02/24/2014	102639	LARGE ANIMAL CARCASS REMOVAL	\$150.00
Remit to: GUASTI, CA					FYTD: \$600.00
STILES, KATIE	220198	02/10/2014	R13-066122	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
STORLIE-SICKLES, ELIZABETH	11558	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$3,187.30
STRACENER, LINDSEY	220110	02/03/2014	R13-067625	AS REFUND-S/N & RABIES DEPOSITS ON 2 DOGS	\$190.00
Remit to: TWENTYNINE PALMS, CA					FYTD: \$190.00
STREAM QUIK	11559	02/03/2014	1028	ONLINE VIDEO STREAMING SERVICES QUARTERLY FEE	\$1,485.00
Remit to: IRVINE, CA					FYTD: \$21,859.20
STRICKLER, JOHN W.	11560	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: SAN BERNARDINO, CA					FYTD: \$2,868.57
STUDIO 33 PRODUCTIONS	220178	02/10/2014	1225 - DEPOSIT	DEPOSIT FOR STADIUM CONCERT SOUND SYSTEM FOR 7/4/14 CELEBRATION	\$7,217.50
Remit to: COLTON, CA					FYTD: \$25,963.38
SUBWAY #43447	220111	02/03/2014	BL#20527-YR2014	REFUND OF OVERPAYMENT FOR BL#20527	\$79.76
Remit to: MENIFEE, CA					FYTD: \$79.76
SUBWAY SANDWICH #50237	220112	02/03/2014	BL#23501-YR2014	REFUND OF OVERPAYMENT FOR BL#23501	\$98.25

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Remit to: MENIFEE, CA					<u>FYTD:</u> \$98.25
SUNNYMEAD ACE HARDWARE	220244	02/18/2014	54595	PARTS FOR FIRE ST. #2 EQUIPMENT ROOM FOUNTAIN REPAIR	\$38.26
			55105	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,024.97
SUNNYMEAD ACE HARDWARE	220316	02/24/2014	54567	MISC. SUPPLIES FOR FIRE STATION	\$974.63
			53564	MISC. SUPPLIES FOR FIRE STATION	
			53910	MISC. SUPPLIES FOR PD	
			52525	MISC. SUPPLIES FOR FIRE STATION	
			53522	MISC. SUPPLIES FOR FIRE STATION	
			53358	MISC. SUPPLIES FOR FIRE STATION	
			53804	MISC. SUPPLIES FOR FIRE STATION	
			53982	MISC. SUPPLIES FOR FIRE STATION	
			53237	MISC. SUPPLIES FOR FIRE STATION	
			54305	MISC. SUPPLIES FOR FIRE STATION	
			53337	MISC. SUPPLIES FOR FIRE STATION	
			54388	MISC. SUPPLIES FOR FIRE STATION	
			54533	MISC. SUPPLIES FOR FIRE STATION	
			53634	MISC. SUPPLIES FOR FIRE STATION	
			54541	MISC. SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,024.97
SURVIVAL SOLUTIONS, INC	220038	02/03/2014	4130	SHIPPING CHARGE FOR CHANGE OF ADDRESS	\$70.00
Remit to: LAYTON, UT					<u>FYTD:</u> \$10,457.44



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TAX COMPLIANCE SERVICES	220039	02/03/2014	2013-2014 STMT 6	UUT AUDIT & CONSULTING SERVICES	\$5,000.00
Remit to: THOUSAND OAKS, CA					<u>FYTD:</u> \$52,500.00
TAX COMPLIANCE SERVICES	220157	02/10/2014	2013-2014 T.O.T.	CONSULTING SERVICE RE: TRANSIENT OCCUPANCY TAX AUDIT	\$12,500.00
Remit to: THOUSAND OAKS, CA					<u>FYTD:</u> \$52,500.00
TELACU VILLA	220277	02/18/2014	BL#24632-YR2014	REFUND OF OVERPAYMENT FOR B/L#24632	\$57.00
Remit to: EAST LOS ANGELES, CA					<u>FYTD:</u> \$57.00
TEODORO, MICHELLE	220199	02/10/2014	1105405	REFUND DUE TO CANCELLATION OF CLASS	\$47.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.00
THE LONG RUN - EXPERIENCE THE EAGLES	220180	02/10/2014	501	DEPOSIT FOR BAND PERFORMANCE ON JULY 4, 2014	\$2,750.00
Remit to: BURBANK, CA					<u>FYTD:</u> \$2,750.00
THE MENTOR NETWORK, LYNETTE MATTHEWS	220278	02/18/2014	1115203 1115206	TOWNGATE RENTAL DEPOSIT REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
THE PLANNING CENTER / DC&E	220279	02/18/2014	GUIDES ORDER	12 COPIES OF CA. ENVIR. QUALITY ACT (2012) GUIDES	\$60.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$60.00
THERMAL COMBUSTION INNOVATORS	220245	02/18/2014	119885	BIOHAZARDOUS MEDICAL WASTE PICK UP FROM ANIMAL SHELTER	\$146.03
			118303	BIOHAZARDOUS MEDICAL WASTE PICK UP FROM ANIMAL SHELTER	
Remit to: COLTON, CA					<u>FYTD:</u> \$671.15

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THERMAL-COOL INC.	220246	02/18/2014	W/O 4372	SERVICE-CITY YARD TRANSPORTATION TRAILER HEATING UNIT- WO#14-0051	\$826.45
			32522	REVIEW OF AC #2-PUBLIC SAFETY BLDG. HVAC - WO#14-0206	
Remit to: RIVERSIDE, CA					FYTD: \$18,250.87
THINK TOGETHER, INC	11665	02/18/2014	7558	INTRAMURALS TRANSPORTATION & EQUIPMENT PURCHASED BY THINK STAFF	\$1,952.23
			7591	INTRAMURALS TRANSPORTATION PURCHASED BY THINK STAFF	
			7545	INTRAMURALS EQUIPMENT PURCHASED BY THINK STAFF	
Remit to: LOS ANGELES, CA					FYTD: \$2,971,546.15
THOMPSON COBURN LLP	11561	02/03/2014	3017060	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARDS COMPLIANCE	\$417.52
			3017992	LEGAL SERVICES FOR MVU RE: NERC COMPLIANCE	
Remit to: WASHINGTON, DC					FYTD: \$3,736.36
THOMPSON COBURN LLP	11666	02/18/2014	3022133	LEGAL SERVICES FOR MVU RE: RELIABILITY STANDARDS COMPLIANCE	\$1,451.90
			3020610	LEGAL SERVICES FOR MVU RE: NERC COMPLIANCE	
Remit to: WASHINGTON, DC					FYTD: \$3,736.36
TIME WARNER CABLE 2	220041	02/03/2014	1/6/14 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING ROOM-ACCT# 8448400551506863	\$200.73
Remit to: CITY OF INDUSTRY, CA					FYTD: \$1,583.02
TIME WARNER CABLE 2	220317	02/24/2014	2/5/14 STMT	CABLE/BROADBAND SVC-FS #58 TRAINING ROOM-ACCT# 8448400551506863	\$195.98
Remit to: CITY OF INDUSTRY, CA					FYTD: \$1,583.02



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TIMOTHY KRANTZ ENVIRONMENTAL CONSULTING	11562	02/03/2014	12192013	PROF. CONSULTANT SVCS-EIR/WLC	\$6,000.00
Remit to: REDLANDS, CA					FYTD: \$6,000.00
TOASTMASTERS DISTRICT 12, ATTN; ESTHER PHAHLA	220113	02/03/2014	1108256	CRC RENTAL REFUND DEPOSIT	\$100.00
Remit to: TEMECULA, CA					FYTD: \$100.00
TOMSICK, CHESTER	220114	02/03/2014	R13-067757	AS REFUND-SPAY/NEUTER AND RABIES DEPOSIT	\$95.00
Remit to: HUNTINGTON BEACH, CA					FYTD: \$95.00
TOUCHARD, GWENDOLYN G.	220042	02/03/2014	140201	RETIREE MED FEB '14	\$1,912.38
Remit to: BANNING, CA					FYTD: \$2,231.11
TR DESIGN GROUP, INC.	11614	02/10/2014	1898 1899	TRANSPORTATION MGMT CENTER TRANSPORTATION MGMT CENTER	\$2,315.00
Remit to: RIVERSIDE, CA					FYTD: \$71,439.42
TRICHE, TARA	220258	02/18/2014	FEB-2014	INSTRUCTOR SERVICES-DANCE CLASSES	\$2,656.60
Remit to: MORENO VALLEY, CA					FYTD: \$18,268.10
TRILOGY PLUMBING	220115	02/03/2014	BL#12702-YR2014	REFUND OF OVERPAYMENT FOR BL#12702	\$73.82
Remit to: ANAHEIM, CA					FYTD: \$73.82
TRI-STATE HOME IMPROVEMENTS, INC	220280	02/18/2014	BL#06763-YR2014	REFUND OF OVER PAYMENT FOR BL#06763	\$71.00
Remit to: RIVERSIDE, CA					FYTD: \$71.00

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TRUGREEN LANDCARE	11725	02/24/2014	7669863	IRRIGATION REPAIRS FOR JAN.-ZONE E-4	\$18,543.39
			7661114	LANDSCAPE MAINT.-ZONE E-16	
			7661116	LANDSCAPE MAINT.-ZONES E-4 & E-4A	
			7661113	LANDSCAPE MAINT.-ZONE M	
			7661117	LANDSCAPE MAINT.-ZONE S	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$187,082.83
TRULY NOLEN OF AMERICA, INC	220116	02/03/2014	BL#06792-YR2014	REFUND OF OVERPAYMENT FOR BL#06792	\$81.93
Remit to: TUCSON, AZ					<u>FYTD:</u> \$81.93
TTA APPRAISAL	220158	02/10/2014	7628/8907	HEAVY EQUIPMENT ESTIMATE, REPORT & PHOTOS	\$1,007.50
			7628/10313	HEAVY EQUIPMENT REINSPECTION AND SUPPLEMENT	
			7628/8884	HEAVY EQUIPMENT INSPECTION & APPRAISAL	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$1,007.50
TTG ENGINEERS	220043	02/03/2014	87238	INDIAN STREET BRIDGE	\$3,420.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$30,330.23
TW TELECOM	220044	02/03/2014	05967190a	INTERNET & DATA SERVICES	\$3,029.15
			05967190	TELECOM SVCS-LOCAL/LONG DISTANCE CALLS	
Remit to: DENVER, CO					<u>FYTD:</u> \$27,962.98
U.S. HEALTHWORKS MEDICAL GROUP	220045	02/03/2014	2410527-CA	EMPLOYMENT DOT EXAM	\$654.04
			2413862-CA	EMPLOYMENT DOT EXAM	
			2403157-CA	EMPLOYMENT DOT EXAMS	



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U.S. HEALTHWORKS MEDICAL GROUP	220045	02/03/2014	122123473 11/21	HEALTH INSURANCE CLAIM-EMPLOYEE INJURY TREATMENT	\$654.04
Remit to: LOS ANGELES, CA					FYTD: \$2,536.81
U.S. HEALTHWORKS MEDICAL GROUP	220318	02/24/2014	130-074648 12/05	HEALTH INSURANCE CLAIM-EMPLOYEE INJURY TREATMENT	\$264.98
			2430607-CA	EMPLOYMENT DOT EXAM	
Remit to: LOS ANGELES, CA					FYTD: \$2,536.81
U.S. POSTAL SERVICE	220330	02/24/2014	SUMMER 2014	PERMIT #153 - DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$8,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$30,240.00
UNDERGROUND SERVICE ALERT	11615	02/10/2014	1220130437 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$364.50
			1220130437 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
			1220130437 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
			1220130437 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
Remit to: CORONA, CA					FYTD: \$3,285.00
UNDERGROUND SERVICE ALERT	11726	02/24/2014	120140441 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE	\$375.00
			120140441 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
			120140441 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
			120140441 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE	
Remit to: CORONA, CA					FYTD: \$3,285.00
UNION BANK OF CALIFORNIA 1	220047	02/03/2014	844814	INVESTMENT SAFEKEEPING SERVICES	\$346.00
Remit to: SAN DIEGO, CA					FYTD: \$2,679.36

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UNITED ROTARY BRUSH CORP	11564	02/03/2014	278307	STREET SWEEPER BROOM KITS/RECONDITIONING	\$2,128.72
Remit to: POMONA, CA					<u>FYTD:</u> \$32,107.97
UNITED ROTARY BRUSH CORP	11616	02/10/2014	278470 278395	STREET SWEEPER BROOM KITS/RECONDITIONING STREET SWEEPER PARTS	\$1,278.73
Remit to: POMONA, CA					<u>FYTD:</u> \$32,107.97
UNITED ROTARY BRUSH CORP	11727	02/24/2014	278562 278630	STREET SWEEPER BROOM KITS/RECONDITIONING STREET SWEEPER BROOM KITS/RECONDITIONING & PARTS	\$2,137.41
Remit to: POMONA, CA					<u>FYTD:</u> \$32,107.97
UNITED SITE SERVICES OF CA, INC.	11667	02/18/2014	114-1800027	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$959.85
UNITED STATES TREASURY - 4	220159	02/10/2014	2014-00000243	1001 - GARNISHMENT - IRS TAX LEVY	\$50.38
Remit to: FRESNO, CA					<u>FYTD:</u> \$898.89
UNITED STATES TREASURY - 4	220319	02/24/2014	2014-00000261	1001 - GARNISHMENT - IRS TAX LEVY	\$50.38
Remit to: FRESNO, CA					<u>FYTD:</u> \$898.89
UNITED WAY OF INLAND VALLEYS	220160	02/10/2014	2014-00000244	8720 - UNITED WAY	\$344.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,405.00
UNITED WAY OF INLAND VALLEYS	220247	02/18/2014	2013	CONTRIBUTION-2013 EMPLOYEE GIVING CAMPAIGN	\$2,500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,405.00
UNITED WAY OF INLAND VALLEYS	220320	02/24/2014	2014-00000262	8720 - UNITED WAY	\$344.00



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Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,405.00
UNIVAR USA, INC	220048	02/03/2014	RV573583	PERENNIAL RYE GRASS, ETC. FOR PARKS, CFD#1, GOLF COURSE, ETC.	\$8,313.31
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$11,521.19
UPWARD DOG RESCUE	220200	02/10/2014	R13-068276	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$75.00
USA ALARM SYSTEMS, INC	220117	02/03/2014	BL#13324	REFUND OF OVERPAYMENT FOR BL#13324	\$66.50
Remit to: MONROVIA, CA					<u>FYTD:</u> \$66.50
USA MOBILITY/ARCH WIRELESS	11668	02/18/2014	X6218870B	PAGER SERVICE	\$17.04
Remit to: SPRINGFIELD, VA					<u>FYTD:</u> \$259.82
USC SOL PRICE SCHOOL OF PUBLIC POLICY EXED	220288	02/20/2014	1139	EXECUTIVE EDUCATION PROGRM-COUNCIL MEMBER GUTIERREZ 2/20-2/22/14	\$275.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$275.00
VACATE PEST ELIMINATION COMPANY	11617	02/10/2014	47073	GOPHER & RODENT CONTROL-AQUEDUCT	\$360.00
			45657	GOPHER & RODENT CONTROL-AQUEDUCT	
			45671	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			46242	GOPHER & RODENT CONTROL-AQUEDUCT	
			46248	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			46748	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			47076	GOPHER & RODENT CONTROL-ELECTRIC UTILITY SUBSTATION	
			46743	GOPHER & RODENT CONTROL-AQUEDUCT	

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Remit to: MORENO VALLEY, CA					FYTD: \$13,080.00
VACATE PEST ELIMINATION COMPANY	11669	02/18/2014	47100	PEST CONTROL SERVICE-COTTONWOOD GOLF COURSE	\$1,215.00
			46957	PEST CONTROL SERVICE-FIRE STATION #48	
			46958	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
			46934	PEST CONTROL SERVICE-FIRE STATION #65	
			47106	PEST CONTROL SERVICE-EOC	
			47112	PEST CONTROL SERVICE-TRANSP. TRAILER	
			47111	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
			47110	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
			46966	PEST CONTROL SERVICE-FIRE STATION #2	
			47108	PEST CONTROL SERVICE-ANNEX 1 BLDG.	
			47105	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
			47104	PEST CONTROL SERVICE-CITY YARD	
			47103	PEST CONTROL SERVICE-CONFERENCE & REC CTR.	
			47102	PEST CONTROL SERVICE-CITY HALL	
			47423	PEST CONTROL SERVICE-FIRE STATION #91	
			46960	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
			46965	PEST CONTROL SERVICE-SENIOR CENTER	
			47109	PEST CONTROL SERVICE-ANIMAL SHELTER	
			46964	PEST CONTROL SERVICE-FIRE STATION #58	
			46963	PEST CONTROL SERVICE-LIBRARY	
			46962	PEST CONTROL SERVICE-FIRE STATION #6	



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Remit to: MORENO VALLEY, CA					FYTD: \$13,080.00
VARGAS GOMEZ, SARAH	220201	02/10/2014	1106011	REFUND FOR RENTAL DEPOSIT CONTRACT 24586	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
VASQUEZ, CAROL	220049	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$318.73
Remit to: RIALTO, CA					FYTD: \$2,868.57
VERIZON	220161	02/10/2014	EQN6913105-13362	BACKBONE COMMUNICATION CHARGES	\$579.23
Remit to: TRENTON, NJ					FYTD: \$8,407.54
VERIZON	220248	02/18/2014	EQN6913105-14028	BACKBONE COMMUNICATION CHARGES	\$585.54
Remit to: TRENTON, NJ					FYTD: \$8,407.54
VERIZON CALIFORNIA	220050	02/03/2014	1258220327JAN-14	FIOS SERVICES FOR FIRE STATION 99	\$102.76
Remit to: DALLAS, TX					FYTD: \$6,814.63
VERIZON CALIFORNIA	220051	02/03/2014	951 UH2-7052 JAN	PHONE CHARGES - ERC	\$632.95
Remit to: DALLAS, TX					FYTD: \$6,814.63
VERIZON WIRELESS	220052	02/03/2014	9718192990	CELLULAR SERVICE FOR PD TICKET WRITERS	\$159.30
Remit to: DALLAS, TX					FYTD: \$1,272.60
VICTOR MEDICAL CO	220249	02/18/2014	3441815	ANIMAL MEDICAL SUPPLIES/VACCINES	\$10,517.37
			3446639	ANIMAL MEDICAL SUPPLIES/VACCINES	
Remit to: LAKE FOREST, CA					FYTD: \$22,899.32

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VIGIL, ERNEST	11565	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
VILLALPANDO, ALICIA	220202	02/10/2014	1111129	REFUND DUE TO SCHEDULE CONFLICT	\$41.60
Remit to: MORENO VALLEY, CA					FYTD: \$41.60
VINCENT, CLARENCE	220053	02/03/2014	140201	RETIREE MED JAN '14 MED, PD FEB '14	\$307.82
Remit to: MORENO VALLEY, CA					FYTD: \$1,571.83
VISION SERVICE PLAN	11618	02/10/2014	140201	EMPLOYEE VISION INSURANCE	\$4,075.14
Remit to: SAN FRANCISCO, CA					FYTD: \$34,403.11
VOYAGER FLEET SYSTEM, INC.	11619	02/10/2014	869211615352	CNG FUEL PURCHASES	\$2,335.79
Remit to: HOUSTON, TX					FYTD: \$14,792.04
VOYAGER FLEET SYSTEM, INC.	11728	02/24/2014	869211615404	CNG FUEL PURCHASES	\$1,436.31
Remit to: HOUSTON, TX					FYTD: \$14,792.04
VULCAN MATERIALS CO, INC.	220054	02/03/2014	70223897	ASPHALTIC MATERIALS	\$932.37
			70223898	ASPHALTIC MATERIALS	
			70233785	ASPHALTIC MATERIALS	
			70231500	ASPHALTIC MATERIALS	
			70231499	ASPHALTIC MATERIALS	
			70228245	ASPHALTIC MATERIALS	
			70226175	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$17,394.04



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VULCAN MATERIALS CO, INC.	220162	02/10/2014	70238659	ASPHALTIC MATERIALS	\$284.34
			70238658	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$17,394.04
WAGGONER JR., GLENN C.	11566	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$318.73
Remit to: RIVERSIDE, CA					FYTD: \$2,868.57
WAGNER, GARY D.	11567	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
WAGNER, MARIANNE K	11568	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: MORENO VALLEY, CA					FYTD: \$2,868.57
WAGY, CARYLON	220055	02/03/2014	140201	RETIREE MED DEC '13 (MED & DENTAL), PD FEB '14	\$291.58
Remit to: MORENO VALLEY, CA					FYTD: \$2,135.17
WASHINGTON INVENTORY SERVICE	220118	02/03/2014	BL#17503-YR2014	REFUND OF OVERPAYMENT FOR BL#17503	\$62.99
Remit to: SAN DIEGO, CA					FYTD: \$62.99
WEBFORTIS, LLC	220250	02/18/2014	9426	CRM/IT CONSULTING SERVICES	\$2,640.00
Remit to: WALNUT CREEK, CA					FYTD: \$4,413.75
WELTON, YASMEEN	220203	02/10/2014	CK#2417	UNCLAIMED CK REISSUANCE-RE: ELECTRIC UTILITY REFUND	\$25.78
Remit to: MORENO VALLEY, CA					FYTD: \$25.78
WEST COAST ARBORISTS, INC.	11569	02/03/2014	94085	TREE TRIMMING SERVICES - ZONE E-8	\$7,840.00

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WEST COAST ARBORISTS, INC.	11569	02/03/2014	94083	TREE TRIMMING & REMOVAL SERVICES - ZONE E-3	\$7,840.00
Remit to: ANAHEIM, CA					FYTD: \$91,935.00
WEST COAST ARBORISTS, INC.	11729	02/24/2014	94439	TREE TRIMMING & REMOVAL SERVICES-ZONES D, E8, E12 & E15	\$8,505.00
Remit to: ANAHEIM, CA					FYTD: \$91,935.00
WEST PAYMENT CENTER	220056	02/03/2014	828817149	LEGAL LIBRARY PUBLICATIONS UPDATES	\$3,479.89
Remit to: CAROL STREAM, IL					FYTD: \$12,536.15
WEST PAYMENT CENTER	220057	02/03/2014	828754996	AUTO TRACK SERVICES FOR PD INVESTIGATIONS	\$746.51
Remit to: CAROL STREAM, IL					FYTD: \$12,536.15
WEST PAYMENT CENTER	220251	02/18/2014	828955201	AUTO TRACK SERVICES FOR PD INVESTIGATIONS	\$746.51
Remit to: CAROL STREAM, IL					FYTD: \$12,536.15
WEST PAYMENT CENTER	220321	02/24/2014	829007929	LEGAL LIBRARY PUBLICATIONS UPDATES	\$96.12
Remit to: CAROL STREAM, IL					FYTD: \$12,536.15
WESTERN MUNICIPAL WATER DISTRICT	220058	02/03/2014	24753-018620/JA4	WATER CHARGES-MARB BALL FIELDS	\$700.24
Remit to: ARTESIA, CA					FYTD: \$19,352.77
WESTERN MUNICIPAL WATER DISTRICT	220322	02/24/2014	23866-018292/FB4	WATER CHARGES-SKATE PARK	\$590.37
			23821-018258/FB4	WATER CHARGES-MFPCC BLDG. 938	
			23821-018257/FB4	WATER CHARGES-MFPCC LANDSCAPE	
Remit to: ARTESIA, CA					FYTD: \$19,352.77



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WESTERN PACIFIC SIGNAL, LLC	220059	02/03/2014	18236	ACCESSIBLE PEDESTRIAN SIGNAL SYSTEM - JFK DR. @ PERRIS BLVD.	\$6,512.04
Remit to: SAN LEANDRO, CA					FYTD: \$20,291.32
WESTERN SYSTEMS POWER POOL (WSPP)	220163	02/10/2014	2012-0053 / FC	FEES AND FINANCE CHARGES FOR REINSTATEMENT OF WSPP MEMBERSHIP	\$2,240.00
Remit to: PORTLAND, OR					FYTD: \$2,240.00
WHITE VERNE, FUNTE	220204	02/10/2014	1092361	REFUND STUDENT DROPPED PROGRAM	\$29.00
Remit to: MORENO VALLEY, CA					FYTD: \$29.00
WIBERG, CHRISTOPHER	220060	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: ANAHEIM, CA					FYTD: \$2,868.57
WIELIN, RONALD A.	11570	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: BANNING, CA					FYTD: \$2,868.57
WILLDAN FINANCIAL SERVICES	11571	02/03/2014	010-22778	CSD ZONE B BENEFIT ANALYSIS SERVICES	\$990.00
Remit to: TEMECULA, CA					FYTD: \$16,845.00
WILLIS, ROBERT H	220164	02/10/2014	010914	SPORTS OFFICIATING SERVICES-SOFTBALL	\$283.00
			013014	SPORTS OFFICIATING SERVICES-SOFTBALL	
			011614	SPORTS OFFICIATING SERVICES-SOFTBALL	
			011214	SPORTS OFFICIATING SERVICES-SOFTBALL	
			010514	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$2,465.00

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WILSON-BEILKE, DENESE	220061	02/03/2014	140201	RETIREE MED FEB '14	\$318.73
Remit to: GLENDORA, CA					FYTD: \$3,824.76
WORLD HOME DECOR, INC	220281	02/18/2014	BL#20634-YR2014	REFUND OF OVER PAYMENT FOR BL#20634	\$62.90
Remit to: BLOOMINGTON, CA					FYTD: \$62.90
WORLD INC, CPT	220356	02/24/2014	14027016	OVER CHARGED	\$93.00
Remit to: MORENO VALLEY, CA					FYTD: \$93.00
-156- WURM'S JANITORIAL SERVICES, INC.	11572	02/03/2014	22622	CARPET CLEANING AT PUBLIC SAFETY BLDG.	\$705.00
			22694	UPHOLSTERY CLEANING OF 9 CHAIRS AT LIBRARY	
			22762	SPECIAL CLEANING/WAX & STRIP FLOORS IN MECHANIC SHOP-CITY YARD	
Remit to: CORONA, CA					FYTD: \$208,810.55
WURM'S JANITORIAL SERVICES, INC.	11731	02/24/2014	22865	SPECIAL CLEANINGS FOR JAN. EVENT RENTALS AT CRC	\$23,222.44
			22862	JANITORIAL SERVICES-ANNEX 1 BLDG.	
			22691	SPECIAL CLEANING AT COTTONWOOD GOLF CENTER 11/2/13	
			22863	SPECIAL CLEANINGS FOR JAN. EVENT RENTALS AT SENIOR CTR.	
			22859	JANITORIAL SERVICES-SUNNYMEAD MIDDLE SCHOOL/ASES	
			22854	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.	
			22851	JANITORIAL SERVICES-EOC	
			22850	JANITORIAL SERVICES-CONFERENCE & REC CTR.	
			22849	JANITORIAL SERVICES-CITY YARD & TRANSP. TRAILER	
			22848	JANITORIAL SERVICES-CITY HALL	



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Payment Register
 For Period 2/1/2014 through 2/28/2014

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WURM'S JANITORIAL SERVICES, INC.	11731	02/24/2014	22855	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.	\$23,222.44
			22858	JANITORIAL SERVICES-SENIOR CENTER	
			22864	SPECIAL CLEANINGS FOR JAN. EVENT RENTALS AT TOWNGATE COMM. CTR.	
			22852	JANITORIAL SERVICES-EMP. RESOURCE CTR.	
			22856	JANITORIAL SERVICES-GANG TASK FORCE OFFICE	
			22798	SPECIAL CLEANING AT COTTONWOOD GOLF CENTER 1/19/14	
			22860	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY	
			22857	JANITORIAL SERVICES-RAINBOW RIDGE ELEMENTARY	

Remit to: CORONA, CA FYTD: \$208,810.55

XEROX CAPITAL SERVICES, LLC	220324	02/24/2014	072422324	COPIER LEASE FOR PARKS DEPT.	\$1,391.81
			072422323	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.	

Remit to: PASADENA, CA FYTD: \$25,109.97

YAMADA ENTERPRISES	220252	02/18/2014	14013	FURNITURE FOR LIBRARY	\$3,538.96
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Remit to: HUNTINGTON BEACH, CA FYTD: \$3,538.96

YAMASHITA, JULIA J.	11573	02/03/2014	140201	RETIREE MED DEC '13, PD FEB '14	\$146.90
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Remit to: LAGUNA WOODS, CA FYTD: \$1,416.10

ZEE MEDICAL INC	11574	02/03/2014	0140594566	SUPPLIES FOR FIRST AID KIT REPLENISHMENTS	\$417.25
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Remit to: INDIANAPOLIS, IN FYTD: \$417.25

-157-

Item No. A.6



City of Moreno Valley
Payment Register
For Period 2/1/2014 through 2/28/2014

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
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TOTAL CHECKS UNDER \$25,000					\$1,162,391.68
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GRAND TOTAL					\$17,557,948.51
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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 8, 2014

TITLE: 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

RECOMMENDED ACTION

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.

SUMMARY

This report requests that City Council authorize the submission of a grant funding application to Caltrans for the MAP-21 National Highway Performance Program (NHPP) and/or Surface Transportation Program (STP) for the State Route (SR) 60/Indian Street Overcrossing Bridge. The MAP-21 program replaces the former Highway Bridge Replacement and Rehabilitation Program (HBRRP). This report also requests that City Council adopt the proposed Resolution certifying that local matching funds are available. Applications are accepted on an ongoing basis but programmed only twice

per year. Due to the age and condition of the existing bridge and lengthy review timeframes by Caltrans, staff recommends submitting the application at this time.

DISCUSSION

The City is currently exploring funding opportunities to replace the bridge overcrossing at Indian Street over SR-60. The SR-60/Indian Street Overcrossing Bridge was built in 1964. Recent inspection reports show that it has several structural and service-related issues such as vehicle impact, cracks, and damage to some structural members. Its age, vertical clearance, and girder damage allow it to be categorized with a Caltrans rating that make it an excellent candidate for replacement funds. The MAP-21 program is issued by FHWA and administered at the state level by Caltrans. Since SR-60 is on the National Highway System (NHS), the bridge replacement is eligible for two different categories of funds, named National Highway Performance Program (NHPP) and Surface Transportation Program (STP). The application process requires that applicants continue to use the former HBRRP forms, and it is anticipated that one application will serve for the either or both of the new MAP-21 fund categories. Caltrans accepts applications on a continuous basis but only programs twice per year; therefore, it is recommended an application be submitted within the next one to two months in order to have the application reviewed by the next programming deadline in September 2014. Due to the lead time needed to initiate this type of project with Caltrans, staff recommends starting this process at this time in order to formally update the condition of the bridge, get the replacement paperwork started, and elevate the bridge replacement's priority within the region.

In addition to the bridge's condition, it has been identified as a future improvement in several key City documents. The bridge is to be replaced with four standard lanes as well as bike lanes and sidewalks, in accordance with City standards and circulation element. Indian Street is a north-south minor arterial that provides connectivity across the freeway, enhances emergency response times, and relieves the adjacent interchanges at SR-60/Heacock Street and SR-60/Perris Boulevard. The project is listed in the region's air quality plan, which demonstrates its regional benefit, its role in attaining the region's air quality conformity, and its readiness to receive funding. The bridge replacement is included in the City's Development Impact Fee (DIF) program, making it eligible for DIF funds. The project is also shown in the City's Capital Improvement Plan as a future bridge replacement project. Lastly, the project is listed in the City's Local Hazard Mitigation Plan as a hazard risk during an earthquake.

If the application is successful, Caltrans will fund the first phase called preliminary engineering, which includes a detailed replacement cost estimate. The funding authorization for preliminary engineering technically also includes environmental clearance and design. Based on a preliminary estimate of \$10,000,000 for the total project cost, the preliminary engineering phase is estimated to not exceed \$1,569,000. The program provides 88.53% reimbursement of federal funds, leaving an 11.47% required local match. The local match of up to \$180,000 is needed for the preliminary engineering phase at this time. Future phases consisting of right-of-way and construction are separately authorized. Potential fund sources and local match for

future phases will be further identified at the time the prior phase is completed, and is subject to City direction and priorities. If the City's grant application is successful, staff will approach Caltrans to partner on this project as well, as the bridge is on the State highway system.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to submit the grant application to obtain funding from Caltrans under the MAP-21 National Highway Performance Program and/or Surface Transportation Program to replace the State Route 60/Indian Street Overcrossing Bridge.*
2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will prohibit the City from submitting the grant application to obtain funding under the Caltrans MAP-21 National Highway Performance Program and/or Surface Transportation Program for the State Route 60/Indian Street Overcrossing Bridge.*

FISCAL IMPACT

Applications for the MAP-21 (formerly HBRRP) funds require a matching commitment of 11.47% of the cost estimate from the agency submitting the application. If the application is successful and the State Route 60/Indian Street Overcrossing Bridge project is selected, Caltrans will fund the first phase, preliminary engineering, with a cost estimate of \$1,569,000, in which \$180,000 is required for local match. City staff will bring the project back to the City Council to accept the Caltrans grant and propose a detailed funding plan. Currently, the source of the matching funding would come from available Development Impact Fees (DIF). For future phases, the project is also eligible for Measure A funds or other available transportation funding sources. These funds may be used only to implement transportation related programs. There is no impact to the General Fund.

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.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:

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

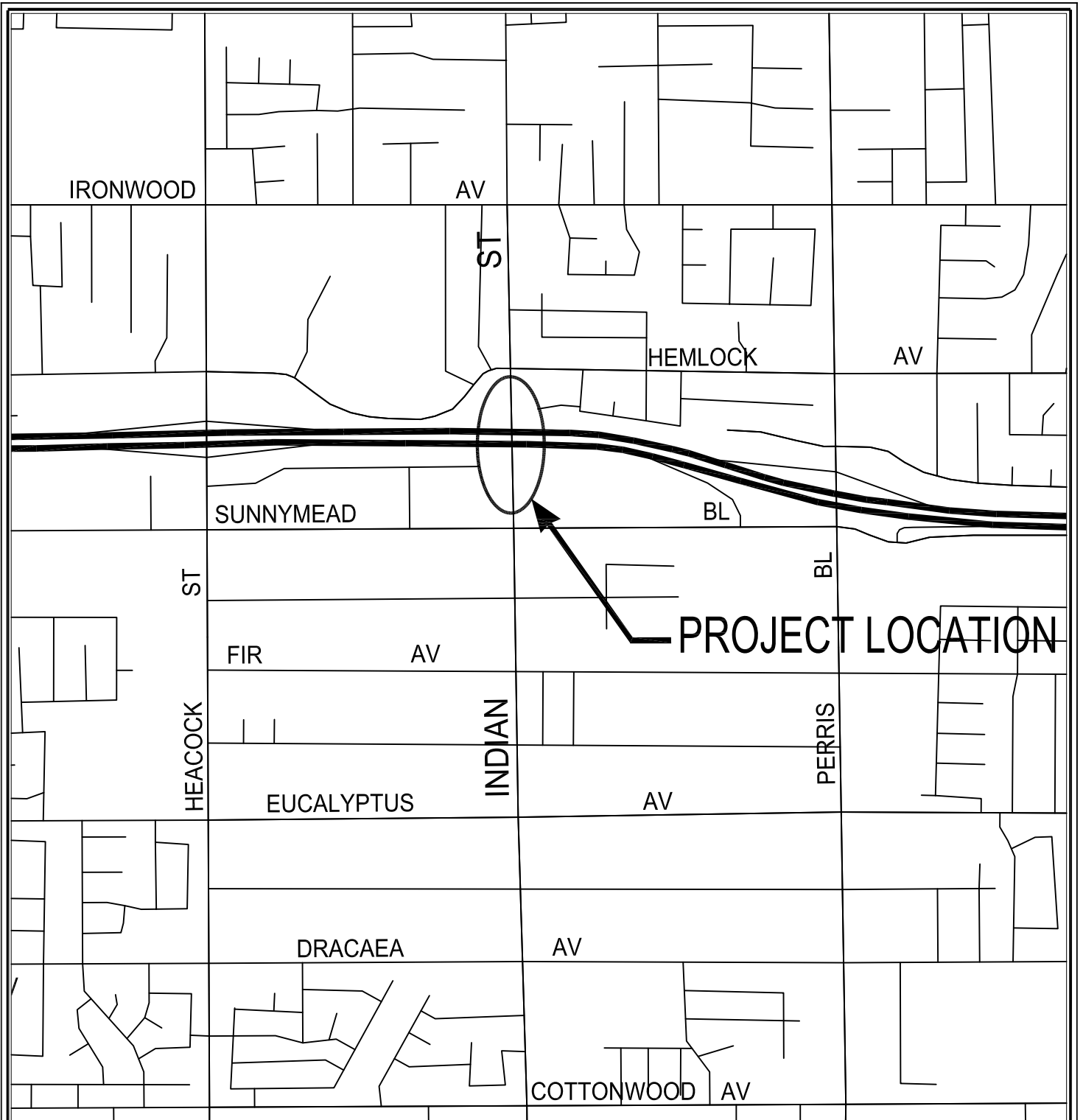
ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Proposed Resolution

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

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

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



INDIAN STREET



LOCATION MAP
Public Works Department
Capital Projects Division

ATTACHMENT 1

STATE ROUTE 60 & INDIAN STREET

OVERCROSSING BRIDGE

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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 TRANSPORTAION PROGRAM AND MATCHING FUND COMMITMENT FOR THE SR-60/INDIAN STREET OVERCROSSING BRIDGE PROJECT

WHEREAS, Caltrans' MAP-21 National Highway Performance Program (NHPP) and/or Surface Transportation Program (STP) (formerly HBRRP) provides funding for bridge replacement and accepts applications on a continuous basis; and

WHEREAS, the City of Moreno Valley has an eligible bridge in need of replacement and rehabilitation; and

WHEREAS, the City of Moreno Valley desires to submit an application for funding from the NHPP and/or STP for the SR-60/Indian Street Overcrossing Bridge project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: It does hereby authorize the City Manager to submit an application for the NHPP and/or STP and commit to provide the necessary matching funds from available transportation related funds, if the project is selected by Caltrans for funding.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1
Resolution No. 2014-28
Date Adopted: April 8, 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. 2014-28 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

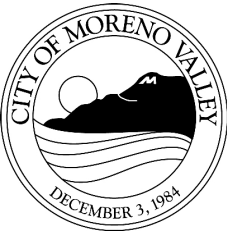
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-28²
Date Adopted: April 8, 2014



n

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 8, 2014

TITLE: 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

RECOMMENDED ACTION

Recommendations:

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.

SUMMARY

This report requests City Council accept the \$964,000 STP grant award from RCTC, authorize the execution of the MOU when it is received, and appropriate funds for the PA&ED phase of the SR-60/Theodore Street Interchange Improvements project. This report also recommends approval of the First Amendment to Agreement for Professional Consultant Services with RBF Consulting (RBF) for additional project approval and environmental documentation services for the project, in order to maximize the total amount of federal funds the City can receive, and requests authorization to return Measure A funds to Fund Balance once the federal grant funds are authorized. This report also requests approval of Amendment No. 1 to the Cooperative Agreement with Caltrans. The project is currently funded with Measure A funds and DIF Interchange Improvements Capital Projects funds and was approved in the 2013/2014 Capital Improvement Plan (CIP).

DISCUSSION

At its June 2013 meeting, RCTC approved the 2013 Multi-Funding Call for Projects program. RCTC set aside funds for projects that were eligible for the PA&ED phase, in order to create "seed monies" for future construction projects. On September 10, 2013, City Council approved submittal of grant applications to RCTC and the City's commitment to provide matching funds for projects selected through the program. The SR-60/Theodore PA&ED effort, for which a professional consultant services contract was awarded to RBF Consulting by City Council on July 9, 2013 for the amount of \$1,750,183, was an excellent candidate, and was submitted by the September 23, 2013 deadline. On January 8, 2014 the City received notification that RCTC would provide

\$964,000 in STP grant funding with a 55% local match of \$1,178,000 for a total amount of \$2,142,000 for the SR-60/Theodore Street Interchange Improvements project. The needed interchange improvements will correct existing geometric deficiencies, improve access, and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands.

Staff is requesting City Council accept the STP grant award from RCTC. As part of the grant process, RCTC will be forwarding a Memorandum of Understanding for the City to sign which will outline the project schedule, funding plan, and local agency match. Staff is requesting that the City Manager be authorized to execute the MOU when it is received, subject to approval by the City Attorney, and available matching funds.

Federal funds, including STP funds, require that the City go through the formal process of requesting authorization from Caltrans prior to receiving any reimbursement. In addition, any expenses incurred prior to the date of authorization are not eligible to be reimbursed. Therefore, in order to maximize the total amount of the federal award of \$964,000, it is necessary to slow down the spending on the current RBF contract until the date of federal authorization. Because work has been progressing as approved by City Council in July 2013, approximately \$568,000 of project work has been completed or committed to be completed. The amount consists of contract work by RBF and project oversight by City staff. Tasks that are essentially completed include the traffic study, alternatives screening, and base mapping, all of which were 95% complete at the time the City was notified of the grant award. Caltrans has been a very cooperative partner in reviewing deliverables in a timely manner. If these tasks had not been completed it would be necessary to implement and review them again. In addition, the information will assist the City in providing critical information to area developers and businesses regarding the anticipated plans for the interchange.

In order to maximize the required total federal-City combined authorization of \$2,142,000 (\$964,000 federal grant plus \$1,178,000 local match), and because approximately \$568,000 has been committed to be expended prior to federal authorization, the strategy is to advance tasks that were estimated for a separate, later phase, but are eligible for funding. These tasks consist of the following: bridge, drainage, geotechnical, and traffic technical reports; aesthetic and landscape studies; bridge site data collection and bridge type analysis; and pre-right-of-way activities including requirement maps and appraisal maps. This strategy will allow the City to amend the scope of work with RBF to maximize the amount of reimbursement dollars. The amended tasks will not be initiated until after the date of federal authorization. The contract total is \$2,285,195 (\$1,750,183 for the original Agreement plus \$535,012 for the First Amendment). Staff recommends that the City Council approve the First Amendment with RBF and increase the Purchase Order by \$535,012.

The project budget will be updated to reflect the grant funding. The project already has more than enough budget to provide the minimum matching funds. Once the new federal funding is authorized, the unneeded portion of the existing budget, \$608,000, is proposed to be returned to the Measure A fund.

The project schedule has been updated in the RBF contract to show anticipated completion of the limited tasks while extending the completion of the majority of tasks until after federal authorization is received. If Caltrans authorizes the funds by September 2014, the PA&ED phase is expected to be complete by March 2016.

In the City Council action to award the RBF contract on July 9, 2013, it was stated that the contract was subject to Caltrans pre-award audit, in order to be eligible for federal funds, and once the review was complete, the contract may be adjusted. Caltrans provided comments, and those comments have been incorporated into the amendment. They consist of using a Caltrans-standard proposal form and adding additional personnel and subcontract detail. Caltrans comments also include updating federal fiscal provisions which were issued after the City's Request for Proposals was issued but before the contract was fully executed. The provisions are included in the amendment.

The federal funds grant from RCTC is administered by Caltrans. The Cooperative Agreement with Caltrans was executed August 22, 2013. Caltrans requires the City to amend the Cooperative Agreement to recognize any federal funding source and prior to the expenditure of federal funds. Caltrans has provided a draft amendment which is substantially complete and is attached to this report. Staff is requesting the approval of Amendment No. 1 to the Cooperative Agreement to recognize the federal funds, commit the local match, and update the scope of work. Staff is also requesting that the City Manager be authorized to execute the amendment and approve any changes that may be requested by Caltrans or the City, subject to the approval of the City Attorney. In addition, staff is requesting that the City Manager execute any future amendments to the Cooperative Agreement, subject to the approval of the City Attorney.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to receive federal funds and reimbursements from Caltrans for the grant amount, and to return unused Measure A funds.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will cause the City to lose the grant funds.*

FISCAL IMPACT

The STP grant will provide for reimbursement of up to \$964,000. The grant requires local matching funds of \$1,178,000 (55%) for the SR-60/Theodore Street Interchange Improvements project. Matching funds are provided from the existing project budget (Measure A). Due to the STP grant award, \$608,000 in unused Measure A funding can be returned to the Measure A Fund Balance. **There is no impact to the General Fund.**

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 - 3008-99-99-93008-482020	Rev	\$6,100,000	\$964,000	\$7,064,000
CIP	Capital Projects Reimbursements (3008)	GL - 3008-70-77-80001-720199 PN - 801 0052-70-77-3008-99	Exp	\$3,579,407 \$0	\$964,000 \$964,000	\$4,543,407 \$964,000
CIP	Measure A	GL - 2001-70-77-80001-720199 PN - 801 0052 70 77-2001-99	Exp	\$11,706,776 \$2,000,000	(\$608,000) (\$608,000)	\$11,098,776 \$1,392,000

AVAILABLE BUDGET – FISCAL YEAR 2013/2014:

Measure A Fund

(Account No. 2001-70-77-80001) (Project No. 801 0052 70 77-2001)...	\$ 2,000,000
DIF Interchange Improvements Capital Projects Fund	
(Account No. 3311-70-77-80001) (Project No. 801 0052 70 77-3311)...	\$ 130,000
Proposed Capital Projects Reimbursements Appropriation	
(Account No. 3008-70-77-80001) (Project No. 801 0052 70 77-3008)...	\$ 964,000
Total FY 2013/2014 Project Budget	\$ 3,094,000

ESTIMATED COST FOR PA&ED PHASE:

Planning and Design Consultant Costs	\$ 1,750,000
Additional Planning and Design Consultant Costs	\$ 535,000
Project Administration*	\$ 200,000
Total Estimated Cost	\$ 2,485,000

**Includes City project administration, application fees, and other related miscellaneous costs.*

RETURN TO MEASURE A FUND:

Fiscal Year 2013/2014 Project Budget (Project No. 801 0052 70 77):

Measure A	\$ 2,000,000
DIF Interchange	130,000
STP Grant Award	964,000
Total Budget	\$ 3,094,000
Minus Commitments (prior to federal authorization)	(508,000)
Available Budget	\$ 2,526,000
Expenses:	
RBF Agreement (remaining orig. contract)	\$ 1,227,000
RBF Amendment #1	535,000
Project Administration (remaining)	156,000
Total Expenses	\$ 1,918,000
Available Project Budget	\$ 2,526,000
Project Expenses	(1,918,000)
Unused Amount to return to Measure A fund	\$ 608,000

ANTICIPATED PROJECT SCHEDULE:

Execution of MOU and Confirmation of Funding April 2014
 Caltrans Approval of Funds September 2014
 Complete PA&ED Phase March 2016

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.

ATTACHMENTS

- Attachment 1: Letter of Commitment to RCTC, dated September 19, 2013
- Attachment 2: First Amendment to Agreement with RBF Consulting, Inc.
- Attachment 3: Draft Amendment No. 1 to Cooperative Agreement 08-1562 A/1

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

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

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



September 19, 2013

Ms. Shirley Medina
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92502

Subject: Application for 2013 Multi-Funding Call for Projects
Applicant: City of Moreno Valley
Project: SR-60/Theodore Street Interchange Improvements
Funding Request: \$964,000 (PA/ED Phase Funds Requested)

Dear Ms. Medina:

The City of Moreno Valley is pleased to submit an application for the 2013 Multi-Funding Call for Projects for the SR-60/Theodore Street Interchange Improvements. The City respectfully requests \$964,000 in grant funds for the Project Approval/Environmental Document phase of this important highway and arterial capacity enhancements project. As one of the City's highest priority projects, it greatly improves traffic circulation around and over State Route 60. The project demonstrates conformance to all the selection criteria: Regional Significance, Project Readiness (as applicable to PA/ED-phase projects), Local Match, Safety, Air Quality, Cost Benefit, and Consistency with the Regional Transportation Plan (RTP)/Sustainability Communities Strategy (SCS). The project has started, and is already following NEPA/CEQA approval guidelines. The City is also very experienced in using Caltrans Local Assistance procedures.

Specifically this project includes the following significant improvements:

- Replace nearly 50-year old bridge over the freeway with a new, ultimate-width overcrossing
- Reconstruct outdated ramp configuration to current standards to improve safety
- Widen Theodore Street to ultimate width within the interchange area
- Add sidewalks and bicycle facilities
- Install traffic signals
- Provide landscaping, aesthetics, and lighting

The total project cost for the PA/ED phase is \$2,142,000, the amount of funds requested is \$964,000, and the City match amount is \$1,178,000, or 55 percent. The City requests these funds from RCTC's portion of funds that will be designated for the 5-percent set-aside for PA/ED-phase activities.

The City Council approved its commitment to this project by their action on September 10, 2013. I am pleased to officially authorize the City's funding application for this project. If you have any questions regarding the application, please do not hesitate to contact Margery Lazarus the Senior Engineer of the project at 951.413.3133.

Letter to Ms Medina
September 19, 2013
Page 2

Thank you in advance for your time. The City looks forward to your review of our request.

Sincerely,



Michelle Dawson
City Manager

AA:sc

c: Ahmad Ansari, P.E., Public Works Director / City Engineer
Prem Kumar, P.E., Deputy Public Works Director /Assistant City Engineer
Margery Lazarus, Senior Engineer, P.E.
File

W:\CapProj\CapProj\Grant Programs\Grant Programs\Multi-funding Call for Projects (RCTC) Sept 2013\Application 2013 Cover
Letter (CM)_Theodore.doc

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77**

This First Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **RBF Consulting**, a California corporation, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated July 15, 2013.

Whereas, the Consultant is providing consultant project approval and environmental documentation services for **STATE ROUTE 60/THEODORE STREET INTERCHANGE IMPROVEMENTS**.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated March 12, 2014, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 31, 2016** is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77**

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- First Amendment", entitled "State Route 60 and Theodore Street Interchange Contract Amendment."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A -- First Amendment," entitled "State Route 60 and Theodore Street Interchange Contract Amendment."

1.4 Exhibit "E" to the Agreement is hereby further amended by adding to the time for performance section described in "Exhibit B -- First Amendment", entitled "SR-60 at Theodore Street Interchange PA/ED & PS&E."

1.5 The Agreement is hereby further amended by adding to the special provisions section described in "Exhibit C -- First Amendment", entitled "City of Moreno Valley - Contract Fiscal Provisions."

1.6 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$535,012**, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- First Amendment."

1.7 The total "Not to Exceed" fee for this contract is \$2,285,195 (\$1,750,183 for the original Agreement plus \$535,012 for the First Amendment to Agreement).

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0052 70 77**

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

City of Moreno Valley

RBF Consulting

BY: _____
City Manager

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

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

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachments: "Exhibit A – First Amendment"
"Exhibit B – First Amendment"
"Exhibit C – First Amendment"



Accelerated Project Delivery.
Established Relationships.
Proven Success.

March 12, 2014

Ms. Margery Lazarus, P.E. | *Senior Engineer*
City of Moreno Valley
Capital Projects Division
14325 Frederick Street, Suite 9
Moreno Valley, CA 92552-0805

Subject: Contract Amendment No 1 for Professional Consultant Services for the State Route 60/Theodore Street Interchange Improvements Project No. 801 0052 70 77

Dear Ms. Margery Lazarus:

The City of Moreno Valley was successful in obtaining and allocating Federal funds through the RCTC Call for Projects on January 8, 2014 to the SR-60/Theodore Street Interchange Improvement Project. In response to the allocation of Federal funds and maximizing local City funds, RBF Consulting has developed the attached contract amendment on the SR-60/Theodore Street Interchange Improvements project. The contract amendment identifies the costs the RBF team has expended on the job to date, the costs needed to complete current tasks, the costs that will be postponed until federal funding is obligated, and the additional scope items added in order to maximize federal funding reimbursement and the local match.

RBF has revised the budget to the complete specified tasks after federal funds are obligated in August 2014. These tasks have been designated as Phase 1B on the attachments. Some tasks such as the Traffic Report and alternative selection must continue to maintain momentum and project delivery. These tasks have been designated as Phase 1A tasks (outlined below) including any tasks that have been expended to date. The costs for these tasks total \$523,000.

Tasks to Keep Momentum

- 1.3A Project Scheduling
- 1.6A Traffic Analysis and Study
- 2.1A Task Management and Meetings
- 2.2A Geometric Plans for Project Alternatives
- 4.1A Task Management and Meetings
- 4.12A Jurisdictional Delineation Report
- 10.1A Federal Funding and Documentation - Approved by Caltrans (E-76)

Task 10.1A contains a reallocation of original funds (\$15,000) taken from Task 10.1 Other Services Directed by the City in the original contract.

RBF proposes an additional \$535,012 to the scope of the project to maximize federal funding within Phase 1B. The Amendment No. 1 column on the attachment identifies the tasks and costs associated with additional scope items. These inclusions and revisions to the scope of work will add benefit to the City and the opportunity to allocate additional local funds to other projects due to the addition of the Federal funds. Two tasks (outlined below) are highlighted to serve a pivotal role for outreach and presentations in Phase 1B.

Tasks that Provide Continual Outreach

- 1.6B Traffic Analysis VISSIM (model and presentations)
- 2.13B Preliminary Landscape and Aesthetics Plan

Please feel free to call me at 909/974-4922 if you have any questions.

Respectfully,

Timothy Haile, PE
Project Manager
909/974-4922 | thaile@rbf.com

List Attachments: Scope of Work Amendment No 1, Estimated Fee Amendment No 1, 10-H Cost Proposal Amendment No 1, Milestone Payment Schedule Amendment No 1, Project Schedule Amendment No 1

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
 Scope of Work AMENDMENT No. 1
 March 12, 2014

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PHASE 1A – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

1.0A Draft Project Report Approved by Caltrans

1.1A Task Management and Meetings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.2A Project Scoping

CONSULTANT will coordinate and attend two (2) project scoping meetings with the City of Moreno Valley (CITY) and CALTRANS. The purposes of the project scoping meetings are to initiate the project with CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, County, and CALTRANS.

The following meetings will be held with the CITY and CALTRANS:

- Project Management Meeting – meeting to discuss the project approach with CITY and CALTRANS management.
- Project Schedule Meeting – meeting to discuss project schedule with CALTRANS management and staff to obtain approval of sequence and duration of all activities. Tracking and understanding the significance of the schedule will aid in ensuring timely task completion in order to deliver the accelerated project delivery goal.

Deliverables:

- Project Management Meeting
- Project Schedule Meeting

1.3A Project Scheduling

CONSULTANT shall submit a project schedule to for PA&ED for review and approval by the CITY and Caltrans. At the formal initiation of the PA&ED phase with Caltrans District 8, the schedule shall be submitted to the Caltrans Project Manager and revised as necessary. CONSULTANT will include the following elements in the schedule:

- Work items and deliverables;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The schedule shall include all data necessary to represent the total project;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, CONSULTANT will set the baseline schedule for the project. CONSULTANT will continue to monitor and track all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings. CONSULTANT will prepare a detail deliverables log to track and monitor all submittals and reviews of each of the deliverables within this scope of work.

Deliverables:

- Approved Project Schedule with Baseline

1.4A Project Funding Support

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.5A Geometric Alternatives Analysis

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.6A Traffic Analysis and Study

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.7A Obtain Right of Entries

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.0A Preliminary Engineering Studies Approved by Caltrans

2.1A Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in three (3) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend three (3) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

2.2A Geometric Plans for Project Alternatives (Establish Project Footprint)

CONSULTANT will establish the project footprint based on geometric alternative analysis. Comments received from the submittal of footprint plans will be reviewed and incorporated as required for the geometric plans for project alternatives (see 2.2B).

Deliverables

- Established Project Footprint

2.3A Drainage Assessment

CONSULTANT will research and investigate (as needed for project schedule) drainage impacts including the improvements, relocation or realignment of adjacent channels,

retention basins (i.e Sinclair Basin), storm drains, and determine the drainage improvements for on-site and off-site drainage facilities.

4.0A Prepare and Circulate Draft Environmental Document

4.1A Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in four (4) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend four (4) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

4.2A Area of Potential Effects (APE) Map

CONSULTANT will research and investigate (as needed for project schedule) an Area of Potential Effects (APE) map on a base map provided by the project engineer, if required for meetings and preliminary figures.

Deliverables

- Identification of issues for APE map intended meetings and preliminary figures

4.3A Water Quality Assessment Report (WQAR) Assessment

CONSULTANT will research and investigate (as needed for project schedule) WQAR issues for the project; including, watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses.

Deliverables:

- Identification (as needed for project schedule) of WQAR issues including watershed characteristics, groundwater hydrology, regulatory requirements,

pollutants of concern, and receiving water conditions, objectives, and beneficial uses.

4.4A Noise Study Report

CONSULTANT will research and investigate issues related to the traffic noise impact for use in the Environmental Document.

Deliverables:

- Identification (as needed for project schedule) of issues related to preparing noise study work plan.

4.5A Noise Abatement Decision Report (NADR)

CONSULTANT will research and investigate (as needed for project schedule) if noise abatement measure is reasonable.

Deliverables:

- Identify and coordinate (as needed for project schedule) if noise abatement measure is reasonable.

4.9A Air Quality Analysis Report (AQA)

CONSULTANT will research and investigate (as needed for project schedule) air quality issues to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act.

Deliverables:

- Identify and coordinate (as needed for project schedule) air quality issues.

4.10A Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

CONSULTANT will research and investigate findings needed for the Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER)

Deliverables

- Identification of issues needed for the Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER).

4.11A Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed (as needed for project schedule) per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012 or updated amendment) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004 or updated amendment; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Deliverables:

- Native American consultation record (includes sample letters, phone logs, etc.).

4.12A Jurisdictional Delineation (JD) Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.13A Natural Environment Study (NES)

CONSULTANT will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (CNDDDB) (California Department of Fish and Wildlife [CDFW], 2013 or updated amendment) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al., 2013 or updated amendment) will be examined. In accordance with Caltrans guidelines, CONSULTANT will be available to assist Caltrans with a letter request to the U.S. Fish and Wildlife Service (USFWS) for a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped.

Vegetation Mapping and Field Surveys

Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Focused Burrowing Owl Surveys

The project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools.

CONSULTANT will conduct an habitat site assessment (HSA) of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFW and USFWS. Surveys will be conducted between February 1 and August 31 at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds

An HSA for riparian birds will be conducted within the entire project study area, as required under the MSHCP. Preliminary review of the aerial photographs for the project area shows a vegetated drainage course along the southeastern portion of the project. This drainage may provide potential suitable habitat for the least Bell's vireo (*Vireo bellii pusillus*) (LBV). Focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS. Focused surveys for the other MSHCP riparian birds (southwestern willow flycatcher and yellow-billed cuckoo) are likely not required, which are anticipated to be confirmed by the results of the HSA. Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

Focused Small Mammal Surveys

The eastern end of the project, near Gilman Springs Road, is within the MSHCP designated survey area for Los Angeles pocket mouse (LAPM). CONSULTANT will conduct an HSA of the designated survey area within the project according to small mammal survey protocol. If suitable habitat for Los Angeles pocket mouse is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

If the project results in ground disturbance within the MSHCP designated survey area for LAPM, it is likely that focused surveys will be required. It is anticipated that a single complete survey (five consecutive nights of trapping) will be sufficient to determine the presence or absence of this species in the small mammal biological study area (BSA). Focused surveys will be conducted according to accepted state survey protocols between May 1 and September 15. Surveys for LAPM are contingent on weather and

nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under CDFW permits for working with the LAPM.

Habitat Site Assessment for Fairy Shrimp

Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean and vernal pool fairy shrimp may be required.

If a focused fairy shrimp survey is required, this may impact the CITY's desired schedule. A complete survey consists of two wet season surveys within a 5-year period, or a wet season survey immediately preceded or followed by a dry season survey. Dry season surveys require special written authorization from the United States Fish and Wildlife Service (USFWS) and are not always permitted. If the HSA determines the need for a focused fairy shrimp survey, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Habitat Site Assessment for Bats

CONSULTANT will conduct a bat assessment at the bridge structure over SR-60 in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in order to satisfy CEQA requirements for special-interest species.

Deliverables:

- Vegetation Mapping and Field Surveys
- Focused Burrowing Owl Surveys
- Focused Survey for Riparian Birds
- Focused Small Mammal Surveys
- Habitat Site Assessment for Fairy Shrimp
- Habitat Site Assessment for Bats

4.14A Categorical Exemption/Categorical Exclusion for Geotechnical Borings

CONSULTANT will research and investigate (as needed for project schedule) a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans

Deliverable:

- Identification of CE/CE for Geotechnical Borings if needed for meetings and figures.

4.15A Screencheck Draft IS/EA

The coordination of the Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task.

Deliverables:

- Coordination and information (as needed for project schedule) for the Screencheck Draft IS/EA.

7.0A Environmental Mitigation Negotiation and Permitting Complete

7.2A Federal Clean Water Act and California Fish and Game Code Permits Permit Preparation.

CONSULTANT will research and investigate information for packages for the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges

Deliverables:

- Research and investigation of findings for the following:
 - ACOE 404 Permit Application
 - RWQCB 401 Permit Application
 - CDFW 1600 Permit Application.

9.0A Design Mapping and Surveys Complete

9.1A Photogrammetric Surveys

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

9.2A Preliminary Right of Way Mapping

CONSULTANT will research the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans, County of Riverside, and CITY. The preliminary right of way mapping will not be surveyed or monumented at this time.

Deliverables:

- Research and investigation associated with Preliminary Hard Copy Based Map for meetings and figures.

9.3A Land Net Mapping and Surveys / Pre-construction Record of Survey

CONSULTANT research and investigate existing right of way surveying.

Deliverables:

- Research and investigation associated with Preliminary Hard Copy Base Map for meetings and figures.

10.1A Federal Funding Documentation – Approved by Caltrans (E-76)

CONSULTANT will prepare documentation in accordance with Caltrans Local Assistance Procedures Manual (LAPM) in support of obtaining Federal funding for the PA/ED phase. CONSULTANT will prepare the request for Federal Project Number for the Request for Authorization relative to Preliminary Engineering per the LAPM. Once the Federal Project Number is obtained, CONSULTANT will prepare the Request for Authorization for the Preliminary Engineering phase to be used for PA/ED. CONSULTANT will submit required contract audit documentation to Caltrans. Audit documentation will be updated if any comments are received from Caltrans.

Deliverables:

- Federal Project Number
- Preliminary Engineering Request for Authorization
- Contract Audit Documentation

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Scope of Work AMENDMENT No. 1
March 12, 2014

PHASE 1B – PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

1.0B Draft Project Report Approved by Caltrans

1.2B Project Scoping

CONSULTANT will coordinate and attend two (2) project scoping meetings with the City of Moreno Valley (CITY) and CALTRANS. The purposes of the project scoping meetings are to initiate the project with CALTRANS. CONSULTANT will prepare materials for the meetings and document correspondences with the CITY, County, and CALTRANS.

The following meetings will be held with the CITY and CALTRANS:

- Project Scoping Meeting – meeting to discuss scope of work assumptions and approach with CITY and CALTRANS staff reviewing the project documents.
- Risk Management Meeting – meeting to identify and discuss project risks and complete CALTRANS risk register. The risk register will be reviewed on a quarterly basis with Project Development Team (PDT) Meetings

Deliverables:

- Project Scope of Work Assumptions
- Risk Register

1.3B Project Scheduling

CONSULTANT will include the following elements in the schedule:

- Work items and deliverables;
- Work items of agencies and other third parties that may affect or be affected by Consultant's activities;
- The schedule shall include all data necessary to represent the total project;
- The order, sequence, and interdependence of significant work items shall be reflected on the schedule

Once the project schedule is approved by the CITY and Caltrans, CONSULTANT will set the baseline schedule for the project. CONSULTANT will continue to monitor, track and maintain all tasks and update the project schedule accordingly. CONSULTANT will prepare a 60 day outlook summary schedule for the monthly PDT meetings. CONSULTANT will prepare a detail deliverables log to track and monitor all submittals and reviews of each of the deliverables within this scope of work.

Deliverables:

- Maintain Approved Project Schedule with Baseline

1.6B Traffic Analysis VISSIM

CONSULTANT will update and maintain VISSIM traffic analysis model for the Public Meetings based on the selected two (2) preferred build alternatives.

Deliverables:

- VISSIM Model and associated VISSIM preparation for (2) two build alternatives

1.8B Selection of Locally Preferred Alternative

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.9B Construction Phasing Plan

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

1.10B Draft Project Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.0B Preliminary Engineering Studies Approved by Caltrans

2.1B Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in three (3) monthly PDT meetings. CONSULTANT shall prepare deliverables log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables.

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend three (3) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

2.2B Geometric Plans for Project Alternatives

CONSULTANT will prepare geometric plans at 1"=100' scale for two (2) build alternatives and will be included in the Draft Project Report. Geometric layout plans will be developed for two (2) build alternatives in accordance with Caltrans Plans Preparation Manual and Project Development Procedures Manual. Plans will show the developed geometrics, lane configurations, bike lanes, recreational trails, sidewalks, existing and proposed right-of-way limits, grading, as well as any retaining wall locations. Lane, shoulder, and right-of-way widths will be labeled. Comments received from the submittal of geometric plans will be reviewed and incorporated as required for final

approval. The plans will be updated and revised for the Draft Project Report and Final Project Report.

Deliverables

- Geometric design plans for two (2) build alternatives

2.3B Drainage Assessment

CONSULTANT will identify drainage impacts including the improvements, relocation or realignment of adjacent channels, retention basins (i.e Sinclair Basin), storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts on and replacement of these facilities shall be analyzed and included in the cost estimate. CONSULTANT shall review drainage master plans prepared by Riverside County Flood Control District and CITY. Freeway drainage shall be reviewed to assess the adequacy of the existing systems. Freeway, County and CITY drainage systems (including pump stations) shall be reviewed and the impacts of the proposed alternatives on these facilities shall be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices shall be reflected in the cost estimates.

CONSULTANT will prepare Location Hydraulic Study and Floodplain Evaluation Summary in accordance with Caltrans standards for two (2) build alternatives.

Deliverables

- Identification of Major Drainage Improvements on Layout Plans or, if required, individual drainage layouts
- Inclusion of Drainage Improvements in Cost Estimate
- Draft/Final Location Hydraulic Study
- Draft/Final Floodplain Evaluation Summary

2.4B Storm Water Data Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.5B Conceptual Stage Construction Plan

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.6B Preliminary Transportation Management Plan Data Sheet

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.7B Utility Assessment

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.8B Right of Way Data Sheets

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.9B Life Cycle Cost Analysis

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.10B Preliminary Geotechnical Investigations and Evaluation

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.11B Structural Advance Planning Study (APS)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.12B Conceptual Bridge Architecture

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

2.13B Preliminary Landscape and Aesthetics Plan

CONSULTANT, in coordination with the CITY and CALTRANS, will develop an Aesthetics Technical Focus Group for the Project. CONSULTANT shall facilitate three (3) design workshops with the Aesthetics Technical Focus Group at the beginning of the project to address issues, concerns, and priorities and to obtain input and ideas relative to the SR 60/Theodore Street interchange Aesthetics plan (Aesthetics Plan) gateway interchange concepts for the Project. CONSULTANT shall introduce the project site and design objectives through the use of Power Point and large-scale exhibits and engage the Aesthetics Technical Focus Group in interactive feedback exercises to obtain their input. CONSULTANT shall prepare up to two (2) graphic boards and one (1) Power Point presentation with ten (10) slides as visual reference for the aesthetics design workshop presentations.

The intent of the aesthetics design workshops is to engage the project participants and implement the Aesthetics Plan for the project. The three (3) meetings budgeted for the design workshop efforts are anticipated to cover the following:

Meeting No. 01 – CONSULTANT shall introduce project to team members, outline design guidelines of the Aesthetics Plans, develop understanding of where aesthetic treatments can be applied and where they will not be able to be applied, and review the next steps.

Meeting No. 02 – CONSULTANT shall review research and materials gathered since first meeting, gather ideas and input from team members, focus on specific aesthetic treatments for specific structural components, and document understanding of final concept and implementation of the Aesthetics Plan.

Meeting No. 03 – CONSULTANT shall present final concept for specific aesthetic treatments for specific structural components. The goal of this final Aesthetic Technical Focus Group workshop is to obtain final acceptance and approval of the implementation of the Aesthetics Plan by Caltrans, and CITY.

CONSULTANT shall prepare meeting minutes for each meeting that will document decisions and that will be distributed to all appropriate project team and Aesthetics Committee members.

Deliverables

- Aesthetics Technical Focus Group
- Three (3) Aesthetics Workshops/Meetings

2.14B Preliminary Cost Estimates

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

3.0B Fact Sheets for Exceptions to Design Standards Approved by Caltrans

3.1B Fact Sheets for Exception to Design Standards

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.0B Prepare and Circulated Draft Environmental Document

Environmental analyses will be performed for two (2) build alternatives to meet CEQA and NEPA requirements, and in accordance with the environmental review process for transportation projects, FHWA guidelines, and the Caltrans Standard Environmental Reference (SER). All technical studies and the environmental document will be reviewed by Caltrans. For purposes of this scope, one round of internal CONSULTANT project team review and two rounds of Caltrans review are anticipated for each deliverable.

CONSULTANT has prepared a PEAR was approved on 10/22/2013. The scope of work presented below is based on the draft PEAR and CONSULTANT's extensive knowledge of the project area.

An Environmental Document will be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. This scope of work is based on the IS/EA Annotated Outline dated October 1, 2012 or updated amendment. CONSULTANT will prepare an Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. CONSULTANT shall prepare, as separate deliverables in advance of the screencheck draft ED Caltrans approval, the project Purpose and Need and the Project Description.

The Purpose and Need and Project Description that will be circulated to Caltrans for review and approval will be a concise document that is appropriate for use in the technical studies. The Caltrans SER IS/EA template requires a more expanded Purpose and Need and Project Description in Chapter 1 of the IS/EA, which will be developed later in the process.

4.1B Task Management and Meetings

CONSULTANT key staff (as needed) will attend bi-weekly conference calls with the project team to discuss work progress, issues, budget constraints, upcoming PDT meetings, etc. It may also be necessary, at times, to meet with Caltrans technical staff to discuss technical issues outside the PDT meetings. A detailed project schedule will be maintained by the CONSULTANT to include the progress of individual environmental tasks and a status of deliverables. CONSULTANT will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on CONSULTANT QA/QC procedures and CALTRANS QA/QC procedures, including the 5-step NEPA QC process and QA/QC Design Checklists. CONSULTANT will attend and participate in ten (10) monthly PDT meetings. CONSULTANT shall prepare deliverables

log and action items log. CONSULTANT shall report the progress of the work. Progress shall be based on physical percent complete such as number of drawings or deliverables

Deliverables:

- Attendance at bi-weekly project team conference calls
- Attend ten (10) PDT meetings
- Attendance at Caltrans focused meetings
- Quality Assurance/Quality Control documentation
- Deliverables and Action Item Logs
- Milestone Progress Reports

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.2B Area of Potential Effects (APE) Map

In consultation with Caltrans, CONSULTANT will develop an Area of Potential Effects (APE) map on a base map provided by the project engineer. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; temporary improvements, existing and proposed right-of-way; existing and proposed roadway geometrics; utility relocations adjacent to project, not within a separate utility corridor; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project.

Deliverables

- Draft/Final Area of Potential Effects (APE) Map

4.3B Water Quality Assessment Report (WQAR)

CONSULTANT will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format or updated amendment. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Draft/Final WQAR

4.4B Noise Study Report

CONSULTANT will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report (NSR) will be prepared to analyze two (2) build and a no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol (August 2011 or updated amendment) requirements. Tasks to be completed by CONSULTANT include:

- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative when there are existing major roadways in the proposed alignment. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the actual 2035 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic will be capped at 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Deliverables:

- Draft/Final NSR

4.5B Noise Abatement Decision Report (NADR)

CONSULTANT will prepare a Draft Noise Abatement Decision Report (NADR) following criteria described in the California Traffic Noise Protocol for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, CONSULTANT will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, soundwall surveys will be prepared for review by Caltrans for properties which would be affected by soundwall construction. The approved soundwall surveys will be mailed to affected property owners during the public review period of the Draft ED.

A Final NADR will be prepared that incorporates the results of the soundwall surveys and final determinations regarding reasonable and feasible walls. The NADR is a design document that must be signed by the Project Engineer.

Deliverables:

- Draft/Final NADR

4.6B Visual Impact Assessment (VIA)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.7B Farmland Technical Memorandum

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.8B Draft Relocation Impact Statement (DRIS)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.9B Air Quality Analysis Report (AQA)

CONSULTANT will conduct an air quality analysis to satisfy CEQA, state and federal environmental requirements, and conformity provisions of the Clean Air Act Amendments (CAAA) to support the environmental document. The proposed project is located within the South Coast Air Basin (SCAB) region of Riverside County. Therefore, the project is subject to the South Coast Air Quality Management District's (SCAQMD) rules and regulations.

The Air Quality Analysis Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents, and Caltrans' policy on greenhouse gas emissions. The Air Quality Report will also analyze and discuss the presence/ absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed.

The Air Quality Report will include the project listings from the latest Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) and describe how the proposed project is consistent with those listings. The Air Quality Report will make a

final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Coordination with EPA, Caltrans, and FHWA through SCAG's Transportation Conformity Working Group (TCWG) will be performed to ensure that the proposed project would not violate/exacerbate air quality in the SCAB.

In addition to the air quality analysis, CONSULTANT will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" required for NEPA delegation.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Draft/Final Air Quality Report
- Draft/Final Air Quality Report
- Draft/Final Air Quality Conformity Report and Checklist

4.10B Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) *Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology* (Revised February 2012¹ or updated amendment); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995² and 2010³ or updated amendment)

This scope of work for paleontological resources includes the initial tasks that are required for this project. If findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the Caltrans *SER, EH, Volume 1, Chapter 8 – Paleontology*, such as a Paleontological Mitigation Plan (PMP). The tasks that will be completed under the Paleontology Resources Scope are as follows:

- **Locality Search.** CONSULTANT will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum

¹ <http://www.dot.ca.gov/ser/vol1/sec3/physical/Ch08Paleo/chap08paleo.htm>

² Society of Vertebrate Paleontology. 1995. *Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines*. Society of Vertebrate Paleontology *News Bulletin*, No. 163, January 1995: 22–27. Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources* Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

³ Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources* Society of Vertebrate Paleontology. Impact Mitigation Guidelines Revision Committee. Pages 1–11.

(SBCM), and records maintained by CONSULTANT. All information will be summarized in the Paleontological Investigation Report (PIR).

- **Field Survey.** Depending on the results of the locality search, CONSULTANT will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** CONSULTANT will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** CONSULTANT will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. If required, the PMP must be completed prior to the beginning of construction. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present, and the purpose of the PMP is to develop mitigation, for those significant resources.

Occasionally the PIR/PER will determine that despite the results of the literature search, it is unlikely that the project will encounter significant resources during construction. This may be due to sediments or rock units in the project area not being sensitive for paleontological resources (such as being too young <10,000 years, or being a rock unit like granite or a metamorphic rock that do not contain fossils); or previous construction in the area removing the sensitive sediments, or burying the sensitive sediments with fill deeper than depths that which will be encountered during the project. In these cases, a PMP will not be required, and the reason will be specified in the PIR/PER.

Deliverables

- Draft/Final PIR/PER

4.11B Archaeological Survey Report (ASR)/Historical Property Survey Report (HPSR)/Historical Evaluation Report (HER)

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference *Caltrans Environmental Handbook, Volume 2, Cultural Resources* (February 3, 2012 or updated amendment) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004 or updated amendment; Caltrans PA).

Native American Consultation. As directed by Caltrans, CONSULTANT will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. CONSULTANT will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. CONSULTANT will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, CONSULTANT will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. CONSULTANT will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. CONSULTANT stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Field Surveys. CONSULTANT will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless

they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, then CONSULTANT will request additional budget authorization from the CITY before proceeding with any out of scope work.

Historic Property Survey Report (HPSR). CONSULTANT will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). CONSULTANT will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). CONSULTANT will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Deliverables:

- Draft/Final HPSR including:
- Draft/Final ASR;
- Draft/Final HRER (with DPR forms); and
- Native American consultation record (includes sample letters, phone logs, etc.).

4.13B Natural Environment Study (NES)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the proposed project.

The MSHCP serves as a comprehensive, multi-jurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the FESA of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the “take” of both the plant and wildlife species identified within the MSHCP area. Regulation of the “take” of threatened, endangered, and rare species is authorized by the Wildlife Agencies (USFWS and CDFW), which allow “take authorization” for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special status species (including Criteria Area and Narrow Endemic Plant species in context with the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include: focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a non-participating entity requires a take permit from the USFWS in Riverside County, Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the Natural Environment Study (NES).

CONSULTANT will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, CONSULTANT will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of the CITY.

The proposed scope of services includes preparation of a draft NES to be reviewed by the CITY and Caltrans. CONSULTANT will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. CONSULTANT will respond to comments and update the NES as needed for completion of each cycle.

MSHCP Consistency Report. CONSULTANT will prepare a stand-alone MSHCP Consistency Report as an Appendix to the NES. The report will identify any requirements pursuant to the MSHCP objectives including the following:

- Conservation Requirements including Compliance with Criteria Cells and Public/Quasi-Public Lands conservation;
- Riparian, Riverine, Vernal Pool Conservation Objectives;

- Habitat assessments and/or surveys for sensitive species within specified survey areas (such as least Bell's vireo, Los Angeles pocket mouse, or endangered fairy shrimp); and
- Urban Wildland Interface Guidelines.

The site visit for the NES and focused surveys discussed above will be utilized for the preparation of the MSHCP Consistency Report. The MSHCP Consistency Report will be submitted for approval by Caltrans, as Caltrans is a Permittee of the MSHCP. If the project will affect any of the above conservation objectives, the project will be required to go through the Joint Project Review (JPR) process with the Regional Conservation Authority (RCA), as discussed below in Task 3.12.7.3.

The project is a Covered Activity under the MSHCP and is specifically called out as a Planned Facility in Table 7-4 of the MSHCP. The project is not located within Criteria Cells designated for conservation by the MSHCP. The MSHCP Consistency Assessment will be included as a separate section in the NES. The Determination of Biologically Equivalent or Superior Preservation (DBESP), as discussed below will be an appendix to the NES.

Determination of Biologically Equivalent or Superior Preservation Report. A Determination of Biologically Equivalent or Superior Preservation (DBESP), including an analysis of functions and values of riparian/riverine areas, may be required if there are riverine/riparian areas, vernal pools, or if the least Bell's vireo or Los Angeles pocket mouse are present on the site, which will be affected by the proposed project. The DBESP shall include the following information:

- Definition of the project area.
- A written project description, demonstrating why an avoidance alternative is not possible.
- A written description of biological information available for the project site including the results of resource mapping.
- Quantification of unavoidable impacts to riparian/riverine areas and vernal pools associated with the project, including direct and indirect effects.
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - Effects on Conserved Habitats;
 - Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
 - Effects on riparian linkages and function of the MSHCP Conservation Area

Copies of the DBESP will be provided to the CDFW and USFWS for a 60-day review and response period.

Joint Project Review. Project design and potential impacts to riparian vegetation and special species survey areas within the proposed project area will be subject to Joint Project Review (JPR) by the Regional Conservation Authority (RCA). The RCA reviews the Local Lead Agency's determination for compliance with the MSHCP conservation objectives and other MSHCP requirements. The JPR includes a 60-day period for the USFWS and CDFW for review of the DBESP report. This review is intended to achieve a project design that will be acceptable for subsequent permit issuance by the USFWS and CDFW.

If a JPR is required, CONSULTANT will coordinate with the RCA to ensure the project complies with MSHCP conservation objectives and other MSHCP requirements. CONSULTANT will coordinate with the project team and respond to comments from the RCA, USFWS, and CDFW, as required. This scope includes 40 hours for coordination time and meetings during the JPR process.

Deliverables:

- Draft/Final NES

4.14B Categorical Exemption/Categorical Exclusion for Geotechnical Borings

To provide information needed for preliminary design, geotechnical boring activities will need to be conducted as an early task in the engineering effort. CONSULTANT will prepare a Class 6 Categorical Exemption pursuant to Section 15306 of the CEQA Guidelines for Caltrans approval and a Federal Categorical Exclusion pursuant to SAFETEA-LU Section 6004 for approval by Caltrans. CONSULTANT will provide Caltrans 10 copies of the CE/CE. Once the CE/CE is approved CONSULTANT will file it with the State Clearinghouse and Riverside County Clerk.

Deliverable:

- CE/CE for Geotechnical Borings

4.15B Screencheck Draft IS/EA

The Screencheck Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. CONSULTANT will not proceed with this task until the appropriate environmental document, including NEPA CE, is considered and discussed with CALTRANS and CONSULTANT is authorized by the CITY to proceed with this task. Tasks to be completed by CONSULTANT include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above;
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to Caltrans along with the Screen-check Draft IS/EA;
- Revise Screen-check Draft IS/EA per Caltrans' comments and submit for review and/or approval (Up to 5 hardcopies and 5 CD ROMs); and

- Resolve any additional comments in a workshop setting.

Deliverables:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet

4.16B Draft Initial Study (IS) / Environmental Assessment (EA)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.17B Obtain Approval to Circulate

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

4.18B Circulate Draft Initial Study (IS) / Environmental Assessment (EA)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

5.0B Public Meetings and Outreach Conducted

5.1B Public Outreach Support and Public Meetings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.0B Prepare Final Environmental Document, Final Project Report and Obtain Environmental Clearance

6.1B Task Management and Meetings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.2B Prepare Response to Comments Matrix

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.3B Select Preferred Project Alternatives

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.4B Final Project Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.5B Final Environmental Document

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

6.6B Notice of Determination (NOD) and Notice of Availability (NOA)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

7.0B Environmental Mitigation Negotiation and Permitting Complete

7.1B Resource Agency Permit Related Coordination

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

7.2B Federal Clean Water Act and California Fish and Game Code Permits

Permit Preparation. CONSULTANT will prepare packages for submittal to the ACOE, the CDFW, and the RWQCB to obtain the required authorizations pursuant to Section 404 of the CWA, Sections 1600 et seq. of the California Fish and Game Code, and Section 401 of the CWA, respectively, for the any disturbance to the potential streambed between the Theodore and Gilman Springs interchanges. It is necessary that the project design be sufficiently complete to identify all permanent and temporary construction impacts before the permitting process is initiated.

Streambed Alteration Agreement Package. The CDFW is empowered to issue agreements for any alteration of a river, blue line stream, or lake where fish or wildlife resources may be adversely affected. In order to obtain a Streambed Alteration Agreement (SAA), CONSULTANT will prepare and submit to the CDFW a Notification of Streambed Alteration for the proposed project. The notification letter will include the following information and attachments.

- A discussion, with supporting figures, of existing and/or potential biological resources, project impacts to the CDFW jurisdictional area, and mitigation measures to compensate for anticipated project impacts.
- A completed Notification Form and Project Questionnaire.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and Storm Water Pollution Prevention Plan (SWPPP).
- Evidence of local project CEQA certification.
- A check for payment of the application fee must be paid by the City (this fee is not included in the current fee for this proposal).

Section 404 Authorization Request. Obtaining authorization under Section 404 requires that the applicant (CITY) prepare a notification requesting authorization for fill of jurisdictional waters. In this case, it is anticipated that the proposed impacts would be authorized under a nationwide permit (NWP). CONSULTANT will prepare and submit an NWP Preconstruction Notification to the ACOE. The notification will include the following information and attachments.

- A detailed project description, including project background.
- A discussion (with supporting figures) of existing and/or potential biological resources, project impacts to ACOE jurisdictional areas, and mitigation measures to compensate for anticipated project impacts.
- A complete set of project design/construction plans and drawings.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the cultural resources report.
- A copy of the Section 401 Water Quality Certification package.

- Evidence of local project CEQA certification.

Section 401 Certification of Water Quality Request. To issue authorization for fill of waters under Section 404 of the CWA, the ACOE is required to ensure that the RWQCB has issued a Certification of Water Quality or waste discharge requirements in compliance with Section 401 of the CWA. CONSULTANT will prepare and submit a request for Water Quality Certification to the RWQCB. The request letter will include the following information and attachments.

- A completed Section 401 Water Quality Certification Form, including the required supplemental text and figures.
- A Geometric approved drawing.
- A copy of the jurisdictional delineation, compensatory mitigation plan, and the SWPPP.
- A copy of the Section 404 Authorization package.
- Evidence of local project CEQA certification.
- A check for payment of the application fee to be paid by the City (this fee is not included in current fee for this proposal).

Compensatory Mitigation Plan. CONSULTANT will coordinate with the CITY to prepare a compensatory mitigation plan for the project. CONSULTANT will also meet with resource agency personnel prior to preparing the compensatory mitigation plan to negotiate proposed mitigation strategies to be described in the compensatory mitigation plan. On-site mitigation is generally preferred over off-site mitigation (depending on amount of quality habitat available for mitigation) or contribution to an in-lieu fee program.

CONSULTANT will develop the compensatory mitigation plan to achieve the mitigation criteria as set forth in the Environmental Document and MSHCP compliance and as anticipated to be required by the resource agencies as permit conditions designed to offset impacts to jurisdictional waters and sensitive habitats. This mitigation plan will include a general evaluation of the project impacts, the location of potential mitigation areas/sites, habitat types to be created or enhanced, general implementation strategy, supporting rationale, and target and ultimate performance standards for the mitigation measures. CONSULTANT will also develop basic revegetation strategies addressing hydrological requirements, soils requirements, general species selection, types of revegetation to be employed, sources for plant materials, planting techniques, monitoring and maintenance, and documentation of results.

The compensatory mitigation plan will be provided in draft form for review by the CITY. Following CITY staff review, CONSULTANT will assist the CITY in coordinating with the appropriate resource agencies to obtain their concurrence on the mitigation plan.

Assumptions:

- Assumes a Nationwide not an Individual Permit will be required for the ACOE 404 permit.
- Assumes one blue line stream/drainage crossing.
- Assumes the mitigation in the MSHCP and the DBESP will be used for the coordinated CDFW 1600 permit.
- Assumes one tri-agency meeting with the Regional Conservation Authority to negotiate mitigation and permitting requirements.
- A check for payment of the application fees to be paid by the City for the CDFW 1600 Permit and RWQCB Applications (these fees are not included in the fee proposal).
- Assumes a Final Hydrology Report has been approved by the City and Caltrans.
- Assumes a Final HPSR is approved and signed by Caltrans and SHPO if required.

Deliverables:

- ACOE 404 Permit Application
- RWQCB 401 Permit Application
- CDFW 1600 Permit Application (Streambed Alteration Agreement Package)

8.0B Geometric Approval Drawings Complete and Approved by Caltrans

8.1B Geometric Approval Drawings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

9.0B Design Mapping and Surveys Complete Approved by Caltrans

9.2B Preliminary Right of Way Mapping

CONSULTANT will develop a preliminary hard copy base map consisting of a compilation of electronic file information showing the project boundary compiled from maps and documents of record, easements of record, and existing utilities based upon research from Caltrans, County of Riverside, and CITY. The preliminary right of way mapping will not be surveyed or monumented at this time. Based on the available information, CONSULTANT will perform field surveys to rectify as-built roadway centerlines for the State Route 60, Theodore Street and existing ramps at SR-60/Theodore Street interchange.

Deliverables:

- Preliminary Hard Copy Based Map
- Centerlines for SR-60 and Theodore Street

9.3B Land Net Mapping and Surveys / Pre-construction Record of Survey

CONSULTANT will perform existing right of way surveying and prepare "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map. The "Before Condition" Record of Survey and CALTRANS Hard Copy Base Map is limited to the nine (9) affected parcels where right of way fee acquisition has been defined in the Final PSR-PDS. The Preliminary Hard Copy Base Map will be updated based on field survey and

prepared in one (1) 36"x96" strip plot at 1"=100' scale per Caltrans Right of Way Manual. The "Before Condition" Record of Survey will be prepared at 1"=50' scale in conformance with the County of Riverside Survey Standards and Procedures.

Deliverables:

- Draft/Final Hard Copy Base Map
- Draft/Final "Before Condition" Record of Survey

10.0B Other Services Directed by the City

CONSULTANT will perform services as directed by CITY based upon changes, updates or revisions in CALTRANS or CITY standards, procedures or requirements for the project.

10.1B Update Federal Funding Documentation

CONSULTANT will update documentation in accordance with Caltrans Local Assistance Procedures Manual (LAPM) after the E-76 is issued, as required. Audit documentation will be updated if any comments are received from Caltrans.

Deliverables:

- Update documents and support, as required, Request for Authorization
- Maintain Contract Audit Documentation

12.0B 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E

12.1B Task Management and Meetings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.2B Design Surveys

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.3B Landscape and Aesthetic Plan

CONSULTANT shall implement the SR-60/Theodore Street Interchange (Aesthetics Plan) and coordinate the structural and landscape aesthetic treatment concept with the design team and distribute final design-developed working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 format. No draft, final or formal bound written document, thematic explanation, or defined concept aesthetic treatment report will be provided.

CONSULTANT shall develop one (1) structural and landscape aesthetic treatment concept option consistent with the Aesthetics Plan for the following elements of the Project:

- Unique Structure Monument/Spire
- Bridge Structure Outside Railing and Fence Finish
- Bridge Columns Finish
- Crosswalks Finish
- Retaining Wall Finish

- Sound Wall Finish
- Slope Paving Finish
- Landscape Areas

All working sketches and exhibits in strip map, 8½ x 11, and 11 x 17 formats will illustrate general dimensions and proportions of the aesthetic treatments. All final design elements and aesthetics construction details will be prepared by the individual design functional discipline and incorporated into their respective plans and specifications.

All existing bridge structures remaining, existing bridge structures to be widened, existing retaining walls, and existing soundwalls will not incorporate any new aesthetic treatments.

RBF shall back-check the final details, dimensions, and constructed design elements prepared by the individual design functional discipline and incorporated into their respective plans and specifications for consistency and conformity to the intent of the approved Aesthetics Concept Plan. One (1) set of redlined comments will be returned to the individual design functional discipline to be incorporated into their respective plans and specifications.

Deliverable:

- One (1) Aesthetic Treatment for Eight (8) Project Elements

12.4B Bridge Site Data Submittal

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.5B Bridge Type Selection

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.6B Storm Water Data Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.7B Drainage Report

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.8B Transportation Management Plan Data Sheet

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

12.9B Geotechnical Design and Reports

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

15.0B Right of Way Legal / Plats and Appraisal Maps Complete

15.1B Task Management and Meetings

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

15.2B Right of Way Requirements Map

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

15.3B Appraisal Map

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

15.4B Legal Descriptions

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

15.5B Right of Way Map

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

PHASE 2 – FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (NOT AUTHORIZED)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

PHASE 3 – BID SUPPORT SERVICES AND SERVICES DURING CONSTRUCTION (NOT AUTHORIZED)

SEE ORIGINAL CONTRACT PROJECT NO. 801 0052 70 77 DATED JULY 16, 2013

**ESTIMATED FEE AMENDMENT No. 1
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY**

RBF CONSULTING TEAM

Task Description		Original Estimated Budget	Job To Date Expended	Revised Budget	Amendment No. 1 (Post E-76)
PHASE 1A - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT					
1.0A	Draft Project Report Approved by Caltrans	\$ 304,283	\$ 281,007	\$ 291,141	\$ -
1.1A	Task Management and Meetings	\$ 19,083	\$ 19,083	\$ 19,083	
1.2A	Project Scoping	\$ 17,202	\$ 9,270	\$ 9,270	
1.3A	Project Scheduling	\$ 7,210	\$ 478	\$ 2,000	
1.4A	Project Funding Support	\$ 8,996	\$ 8,996	\$ 8,996	
1.5A	Geometric Alternatives Analysis	\$ 43,952	\$ 43,952	\$ 43,952	
1.6A	Traffic Analysis and Study	\$ 199,686	\$ 191,074	\$ 199,686	
1.7A	Obtain Right of Entry	\$ 8,154	\$ 8,154	\$ 8,154	
2.0A	Preliminary Engineering Studies Approved by Caltrans	\$ 74,531	\$ 18,042	\$ 29,042	\$ -
2.1A	Task Management and Meetings	\$ 19,083	\$ 440	\$ 5,440	
2.2A	Geometric Plans for Project Alternatives (Establish Project Footprint)	\$ 31,304	\$ 16,232	\$ 22,232	
2.3A	Drainage Assessment	\$ 24,144	\$ 1,370	\$ 1,370	
4.0A	Prepare and Circulate Draft Environmental Document	\$ 299,699	\$ 72,006	\$ 74,993	\$ -
4.1A	Task Management and Meetings	\$ 18,154	\$ 6,966	\$ 8,966	
4.2A	Area of Potential Effects (APE) Map	\$ 13,855	\$ 264	\$ 264	
4.3A	Water Quality Assessment Report (WQAR)	\$ 13,716	\$ 765	\$ 765	
4.4A	Noise Study Report	\$ 36,435	\$ 3,092	\$ 3,092	
4.5A	Noise Abatement Decision Report (NADR)	\$ 14,706	\$ 624	\$ 624	
4.9A	Air Quality Analysis Report (AQA)	\$ 16,310	\$ 217	\$ 217	
4.10A	Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	\$ 9,042	\$ 4,196	\$ 4,196	
4.11A	Archaeological Survey Report (ASR)/HPSR/HER	\$ 35,872	\$ 6,118	\$ 6,118	
4.12A	Jurisdictional Delineation (JD) Report	\$ 13,556	\$ 12,569	\$ 13,556	
4.13A	Natural Environment Study (NES)	\$ 75,659	\$ 33,227	\$ 33,227	
4.14A	CE/CE for Geotech Borings	\$ 10,600	\$ 947	\$ 947	
4.15A	Screencheck Draft IS/EA	\$ 41,794	\$ 3,021	\$ 3,021	
7.0A	Environmental Mitigation Negotiation and Permitting Complete	\$ 56,308	\$ 1,616	\$ 1,616	\$ -
7.2A	Federal Clean Water Act and California Fish and Game Code Permits	\$ 56,308	\$ 1,616	\$ 1,616	
9.0A	Design Mapping and Surveys Complete	\$ 58,136	\$ 33,323	\$ 33,323	\$ -
9.1A	Photogrammetric Surveys	\$ 26,818	\$ 26,818	\$ 26,818	
9.2A	Preliminary Right of Way Mapping	\$ 17,806	\$ 4,750	\$ 4,750	
9.3A	Land Net Mapping and Surveys / Pre-Con Record of Survey	\$ 13,512	\$ 1,755	\$ 1,755	
10.1A	Federal Funding Documentation - Approved by Caltrans (E-76)	\$ -		\$ 15,000	
OTHER DIRECT COSTS FOR PHASE 1A		\$ 115,460	\$ 73,027	\$ 77,885	\$ -
A	Reproduction & Mileage	\$ 56,350	\$ 13,917	\$ 18,775	
A	Aerial Photogrammetry	\$ 54,160	\$ 54,160	\$ 54,160	
	Title Reports	\$ 4,950	\$ 4,950	\$ 4,950	
PHASE 1A SUBTOTAL:		\$ 908,417	\$ 479,021	\$ 523,000	\$ -

**ESTIMATED FEE AMENDMENT No. 1
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY**

RBF CONSULTING TEAM

Task Description		Original Estimated Budget	Job To Date Expended	Revised Budget	Amendment No. 1 (Post E-76)
PHASE 1B - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT					
1.0B	Draft Project Report Approved by Caltrans	\$ 56,116	\$ -	\$ 69,258	\$ 25,000
1.2B	Project Scoping	\$ 17,202	\$ -	\$ 7,932	
1.3B	Project Scheduling	\$ 7,210	\$ -	\$ 5,210	
1.6B	Traffic Analysis VISSIM		\$ -		\$ 25,000
1.8B	Selection of Locally Preferred Alternative	\$ 12,344	\$ -	\$ 12,344	
1.9B	Construction Phasing Plan	\$ 21,196	\$ -	\$ 21,196	
1.10B	Draft Project Report	\$ 22,576	\$ -	\$ 22,576	
2.0B	Preliminary Engineering Studies Approved by Caltrans	\$ 352,704	\$ -	\$ 398,193	\$ 37,408
2.1B	Task Management and Meetings	\$ 19,083	\$ -	\$ 13,643	
2.2B	Geometric Plans for Project Alternatives	\$ 31,304	\$ -	\$ 9,072	
2.3B	Drainage Assessment	\$ 24,144	\$ -	\$ 22,774	
2.4B	Storm Water Data Report	\$ 26,185	\$ -	\$ 26,185	
2.5B	Conceptual Stage Construction Plan	\$ 29,984	\$ -	\$ 29,984	
2.6B	Preliminary Transportation Management Plan Data Sheet	\$ 6,518	\$ -	\$ 6,518	
2.7B	Utility Assessment	\$ 11,395	\$ -	\$ 11,395	
2.8B	Right of Way Data Sheets	\$ 11,898	\$ -	\$ 11,898	
2.9B	Life Cycle Cost Analysis	\$ 24,712	\$ -	\$ 24,712	
2.10B	Preliminary Geotechnical Investigations and Evaluation	\$ 142,150	\$ -	\$ 142,150	
2.11B	Structure Advance Planning Study (APS)	\$ 51,400	\$ -	\$ 51,400	
2.12B	Conceptual Bridge Architecture	\$ 15,854	\$ -	\$ 15,854	
2.13B	Preliminary Landscape and Aesthetics Plan	\$ 12,592	\$ -	\$ 12,592	\$ 37,408
2.14B	Preliminary Cost Estimates	\$ 20,016	\$ -	\$ 20,016	
3.0B	Fact Sheets for Exceptions to Design Standards Approved by Caltrans	\$ 31,788	\$ -	\$ 31,788	\$ -
3.1B	Fact Sheets for Exception to Design Standards	\$ 31,788	\$ -	\$ 31,788	
4.0B	Prepare and Circulate Draft Environmental Document	\$ 77,383	\$ -	\$ 302,089	\$ -
4.1B	Task Management and Meetings	\$ 18,154	\$ -	\$ 9,188	
4.2B	Area of Potential Effects (APE) Map	\$ 13,855	\$ -	\$ 13,591	
4.3B	Water Quality Assessment Report (WQAR)	\$ 13,716	\$ -	\$ 12,951	
4.4B	Noise Study Report	\$ 36,435	\$ -	\$ 33,343	
4.5B	Noise Abatement Decision Report (NADR)	\$ 14,706	\$ -	\$ 14,082	
4.6B	Visual Impact Assessment (VIA)	\$ 24,482	\$ -	\$ 24,482	
4.7B	Farmland Technical Memorandum	\$ 7,308	\$ -	\$ 7,308	
4.8B	Draft Relocation Impact Statement (DRIS)	\$ 5,195	\$ -	\$ 5,195	
4.9B	Air Quality Analysis Report (AQA)	\$ 16,310	\$ -	\$ 16,093	
4.10B	Paleontological Identification/Paleontological Eval Rpt (PIR/PER)	\$ 9,042	\$ -	\$ 4,846	
4.11B	Archaeological Survey Report (ASR)/HPSR/HER	\$ 35,872	\$ -	\$ 29,754	
4.13B	Natural Environment Study (NES)	\$ 75,659	\$ -	\$ 42,432	
4.14B	CE/CE for Geotech Borings	\$ 10,600	\$ -	\$ 9,653	
4.15B	Screencheck Draft IS/EA	\$ 41,794	\$ -	\$ 38,773	
4.16B	Draft IS/EA	\$ 23,137	\$ -	\$ 23,137	
4.17B	Obtain Approval to Circulate	\$ 8,277	\$ -	\$ 8,277	
4.18B	Circulate Draft IS/EA	\$ 8,984	\$ -	\$ 8,984	
5.0B	Public Meetings and Outreach Conducted	\$ 42,323	\$ -	\$ 42,323	\$ -
5.1B	Public Outreach Support and Public Meetings	\$ 42,323	\$ -	\$ 42,323	

ESTIMATED FEE AMENDMENT No. 1
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY

RBF CONSULTING TEAM

Task Description		Original Estimated Budget	Job To Date Expended	Revised Budget	Amendment No. 1 (Post E-76)
6.0B	Prepare Final Env Document, Final Project Report and Obtain Env Clr	\$ 87,220	\$ -	\$ 87,220	\$ -
	6.1B Task Management and Meetings	\$ 12,060	\$ -	\$ 12,060	
	6.2B Prepare Response to Comments Matrix	\$ 19,788	\$ -	\$ 19,788	
	6.3B Select Preferred Project Alternative	\$ 8,088	\$ -	\$ 8,088	
	6.4B Final Project Report	\$ 18,392	\$ -	\$ 18,392	
	6.5B Final Environmental Document	\$ 27,558	\$ -	\$ 27,558	
	6.6B NOD and NOA	\$ 1,334	\$ -	\$ 1,334	
7.0B	Environmental Mitigation Negotiation and Permitting Complete	\$ 56,308	\$ -	\$ 54,692	\$ -
	7.1B Resource Agency Permit Related Coordination	\$ -	\$ -	\$ -	
	7.2B Federal Clean Water Act and California Fish and Game Code Permits	\$ 56,308	\$ -	\$ 54,692	
8.0B	Geometric Approval Drawings Complete and Approved by Caltrans	\$ 94,676	\$ -	\$ 94,676	\$ -
	8.1B Geometric Approval Drawings	\$ 94,676	\$ -	\$ 94,676	
9.0B	Design Mapping and Surveys Complete Approved by Caltrans	\$ 31,318	\$ -	\$ 24,813	\$ -
	9.2B Preliminary Right of Way Mapping	\$ 17,806	\$ -	\$ 13,056	
	9.3B Land Net Mapping and Surveys / Pre-Con Record of Survey	\$ 13,512	\$ -	\$ 11,757	
10.0B	Other Services Directed by the City	\$ 99,556	\$ -	\$ 79,556	\$ -
10.1B	Update Federal Funding Documentation	\$ -	\$ -	\$ 5,000	\$ -
OTHER DIRECT COSTS FOR PHASE 1B		\$ 127,900	\$ -	\$ 37,575	\$ 79,550
	B+%PH2 Reproduction & Mileage	\$ 56,350	\$ -	\$ 37,575	\$ 8,000
	Appraisals and Review Appraisal	\$ 71,550	\$ -	\$ -	\$ 71,550
12.0B	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	\$ -	\$ -	\$ -	\$ 274,942
	12.1B Task Management and Meetings		\$ -		\$ 25,000
	12.2B Design Surveys		\$ -		\$ 74,856
	12.3B Landscape and Aesthetics Plan		\$ -		\$ 21,792
	12.4B Bridge Site Data Submittal		\$ -		\$ 7,800
	12.5B Bridge Type Selection		\$ -		\$ 29,512
	12.6B Storm Water Data Report		\$ -		\$ 22,686
	12.7B Drainage Report		\$ -		\$ 32,960
	12.8B Transportation Management Plan Data Sheet		\$ -		\$ 7,802
	12.9B Geotechnical Design and Reports		\$ -		\$ 52,534
15.0B	Right of Way Legal/Plats and Appraisal Maps Complete	\$ -	\$ -	\$ -	\$ 118,112
	15.1B Task Management and Meetings		\$ -		\$ 8,440
	15.2B Right of Way Requirement Maps		\$ -		\$ 31,568
	15.3B Appraisal Map		\$ -		\$ 6,749
	15.4B Legal Descriptions		\$ -		\$ 50,664
	15.5B Right of Way Map		\$ -		\$ 20,691
PHASE 1B SUBTOTAL:		\$ 841,766	\$ -	\$ 1,227,183	\$ 535,012
PHASE 1 SUBTOTAL:		\$ 1,750,183	\$ 479,021	\$ 1,750,183	\$ 535,012

**ESTIMATED FEE AMENDMENT No. 1
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY**

RBF CONSULTING TEAM

Task Description		Original Estimated Budget	Job To Date Expended	Revised Budget	Amendment No. 1 (Post E-76)
PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (NOT AUTHORIZED)					
11.0	35% Design Plans, Specifications, and Estimate Authorized by Caltrans to Proceed to 65% PS&E (Not Required)	\$ -	\$ -	\$ -	\$ -
12.0 (PH 2)	65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	\$ 977,144	\$ -	\$ 952,144	\$ -
	12.1 (P2) Task Management and Meetings	\$ 80,374	\$ -	\$ 55,374	
	12.10 Supplemental Fact Sheets for Exception to Standards for PS&E	\$ 17,152	\$ -	\$ 17,152	
	12.11 Draft Roadway Plans				
	Title Sheet	\$ 1,496	\$ -	\$ 1,496	
	Typical Cross Sections	\$ 20,904	\$ -	\$ 20,904	
	Key Map and Line Index	\$ 1,596	\$ -	\$ 1,596	
	Layout Plans	\$ 64,768	\$ -	\$ 64,768	
	Removal Plans	\$ 7,076	\$ -	\$ 7,076	
	ADL Removal and Placement Plans	\$ 6,762	\$ -	\$ 6,762	
	Profile and Superelevation Plans	\$ 18,420	\$ -	\$ 18,420	
	Construction Details	\$ 41,162	\$ -	\$ 41,162	
	Contour Grading Plans	\$ 60,848	\$ -	\$ 60,848	
	Summary of Quantities	\$ 40,396	\$ -	\$ 40,396	
	12.12 Draft Utility Plans	\$ 35,584	\$ -	\$ 35,584	
	12.13 Draft Drainage Plans				
	Water Pollution Control Plans	\$ 13,672	\$ -	\$ 13,672	
	Drainage Plans	\$ 33,866	\$ -	\$ 33,866	
	Drainage Profiles	\$ 24,426	\$ -	\$ 24,426	
	Drainage Details	\$ 34,060	\$ -	\$ 34,060	
	Drainage Quantities	\$ 29,792	\$ -	\$ 29,792	
	12.14 Draft Stage Construction/Traffic Handling Plans				
	Stage Construction Index Plans	\$ 7,084	\$ -	\$ 7,084	
	Traffic Handling Plans	\$ 31,329	\$ -	\$ 31,329	
	Construction Area Signs	\$ 5,783	\$ -	\$ 5,783	
	Temporary Signal Plans (Not Required)	\$ -			
	Detour (Temp Rdwy) Plans / Profiles (Not Required)	\$ -			
	Detour (Construction Area Sign) Plans	\$ 6,105	\$ -	\$ 6,105	
	Detour Details	\$ 3,007	\$ -	\$ 3,007	
	Stage Construction Quantities	\$ 7,856	\$ -	\$ 7,856	
	12.15 Draft Traffic Plans				
	Pavement Delineation Plans	\$ 29,216	\$ -	\$ 29,216	
	Pavement Delineation Quantities	\$ 5,860	\$ -	\$ 5,860	
	Sign Plans	\$ 30,928	\$ -	\$ 30,928	
	Sign Details	\$ 8,484	\$ -	\$ 8,484	
	Sign Quantities	\$ 13,352	\$ -	\$ 13,352	
	12.16 Draft Highway Planting Plans				
	Planting Plans / Erosion Control Plans	\$ 20,240	\$ -	\$ 20,240	
	Planting Details / Quantities	\$ 4,960	\$ -	\$ 4,960	
	Irrigation Plans	\$ 20,240	\$ -	\$ 20,240	
	Irrigation Details / Quantities	\$ 4,960	\$ -	\$ 4,960	
	12.17 Draft Electrical Plans				
	Electrical - Traffic Signal Plans	\$ 23,670	\$ -	\$ 23,670	
	Electrical - Lighting & Sign Illumination Plans & Details	\$ 47,454	\$ -	\$ 47,454	
	Electrical - Ramp Metering Plans	\$ 16,312	\$ -	\$ 16,312	
	12.18 Draft Structure Plans	\$ 93,440	\$ -	\$ 93,440	
	12.19 Special Provisions	\$ 42,154	\$ -	\$ 42,154	
	12.20 Cost Estimate	\$ 22,356	\$ -	\$ 22,356	

ESTIMATED FEE AMENDMENT No. 1
SR-60 AT THEODORE STREET INTERCHANGE
CITY OF MORENO VALLEY

RBF CONSULTING TEAM

Task Description		Original Estimated Budget	Job To Date Expended	Revised Budget	Amendment No. 1 (Post E-76)
13.0	95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E	\$ 339,895	\$ -	\$ 339,895	\$ -
13.1	Task Management and Meetings	\$ 24,360	\$ -	\$ 24,360	
13.2	Update Reports	\$ 41,260	\$ -	\$ 41,260	
13.3	Update Roadway Plans	\$ 35,646	\$ -	\$ 35,646	
	Update Utility Plans	\$ 7,784	\$ -	\$ 7,784	
	Update Drainage Plans	\$ 38,968	\$ -	\$ 38,968	
	Update Stage Construction/Traffic Handling Plans	\$ 16,127	\$ -	\$ 16,127	
	Update Traffic Plans	\$ 17,060	\$ -	\$ 17,060	
	Update Highway Planting Plans	\$ 10,080	\$ -	\$ 10,080	
	Update Electrical Plans	\$ 11,814	\$ -	\$ 11,814	
13.4	Update Structure Plans	\$ 90,400	\$ -	\$ 90,400	
13.5	Update Special Provisions	\$ 30,472	\$ -	\$ 30,472	
13.6	Update Cost Estimate	\$ 15,924	\$ -	\$ 15,924	
14.0	100% Design Plans, Specifications, and Estimates Ready-To-List	\$ 194,601	\$ -	\$ 194,601	\$ -
14.1	Task Management and Meetings	\$ 14,842	\$ -	\$ 14,842	
14.2	Final Roadway Plans	\$ 110,773	\$ -	\$ 110,773	
14.3	Final Structure Plans	\$ 22,408	\$ -	\$ 22,408	
14.4	Final Special Provisions	\$ 20,822	\$ -	\$ 20,822	
14.5	Final Cost Estimate	\$ 8,892	\$ -	\$ 8,892	
14.6	Resident Engineer's File	\$ 16,864	\$ -	\$ 16,864	
16.0	Right of Way Acquisition Complete	\$ 67,899	\$ -	\$ 67,899	\$ -
16.1	Task Management and Meetings	\$ 5,434	\$ -	\$ 5,434	
16.2	Utility Coordination	\$ 1,158	\$ -	\$ 1,158	
16.3	Utility Notices	\$ 3,145	\$ -	\$ 3,145	
16.4	Utility Relocations	\$ 7,338	\$ -	\$ 7,338	
16.5	Acquisition Coordination	\$ 44,115	\$ -	\$ 44,115	
16.6	Acquisition Documentation	\$ 4,120	\$ -	\$ 4,120	
16.7	Right of Way Certification	\$ 2,589	\$ -	\$ 2,589	
OTHER DIRECT COSTS FOR PHASE 2:		\$ 28,000	\$ -	\$ 20,000	\$ -
	Reproduction & Mileage	\$ 24,000	\$ -	\$ 16,000	
	Utility Potholes	\$ 4,000	\$ -	\$ 4,000	
PHASE 2 SUBTOTAL:		\$ 1,607,539	\$ -	\$ 1,574,539	\$ -
TOTAL ESTIMATED HOURS AND BUDGET:		\$ 3,357,722	\$ 479,021	\$ 3,324,722	\$ 535,012

Exhibit 10-H Sample Cost Proposal AMENDMENT No.1

Cost Plus Fixed Fee

Contract No. 801-0052-70-77
 Consultant RBF Consulting

Date: 3/12/2014

DIRECT LABOR

<u>Classification</u>	<u>Name</u>	<u>Hours</u>	<u>Hrly Rate</u>	<u>Total</u>
Project Manager		609 @	\$73.56	\$44,798
Structural Engineer		72 @	\$64.00	\$4,608
Technical Manager		459 @	\$91.35	\$41,930
Senior Project Engineer		600 @	\$55.00	\$33,000
Landscape Architect		140 @	\$46.95	\$6,573
Project Engineer/Planner		908 @	\$53.56	\$48,632
Design Engineer		1332 @	\$49.50	\$65,934
Design Technician		798 @	\$40.00	\$31,920
Technician		962 @	\$32.70	\$31,457
Clerical		70 @	\$21.50	\$1,505
2-Person Survey Crew		220 @	\$92.21	\$20,286
1-Person Survey Crew		144 @	\$45.26	\$6,517
Licensed Surveyor		331 @	\$67.31	\$22,280

Subtotal Direct Labor Costs	\$359,441
Anticipated Salary Increases (attach calculation-see example)	\$0.00
Total Direct Labor Costs	\$359,441

Fringe Benefits	Rate 46.86%	\$168,434
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Indirect Costs

Overhead	69.91%	\$251,285
General and Administrative	50.35%	\$180,978
Total Indirect Costs		\$432,264

FIXED FEE: 10% \$96,858

Other Direct Costs

	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>		
Reproduction	23000	each	@ 1	=	\$23,000
Aerial Photogrammetry	54160	each	@ 1	=	\$54,160
Total Other Direct Costs					\$77,160

Subcontractor Costs (attach detailed cost proposal in the same format as the prime contractor for all subcontractors, including subcontractors of subcontractors) \$1,151,039

Total Costs \$2,285,195

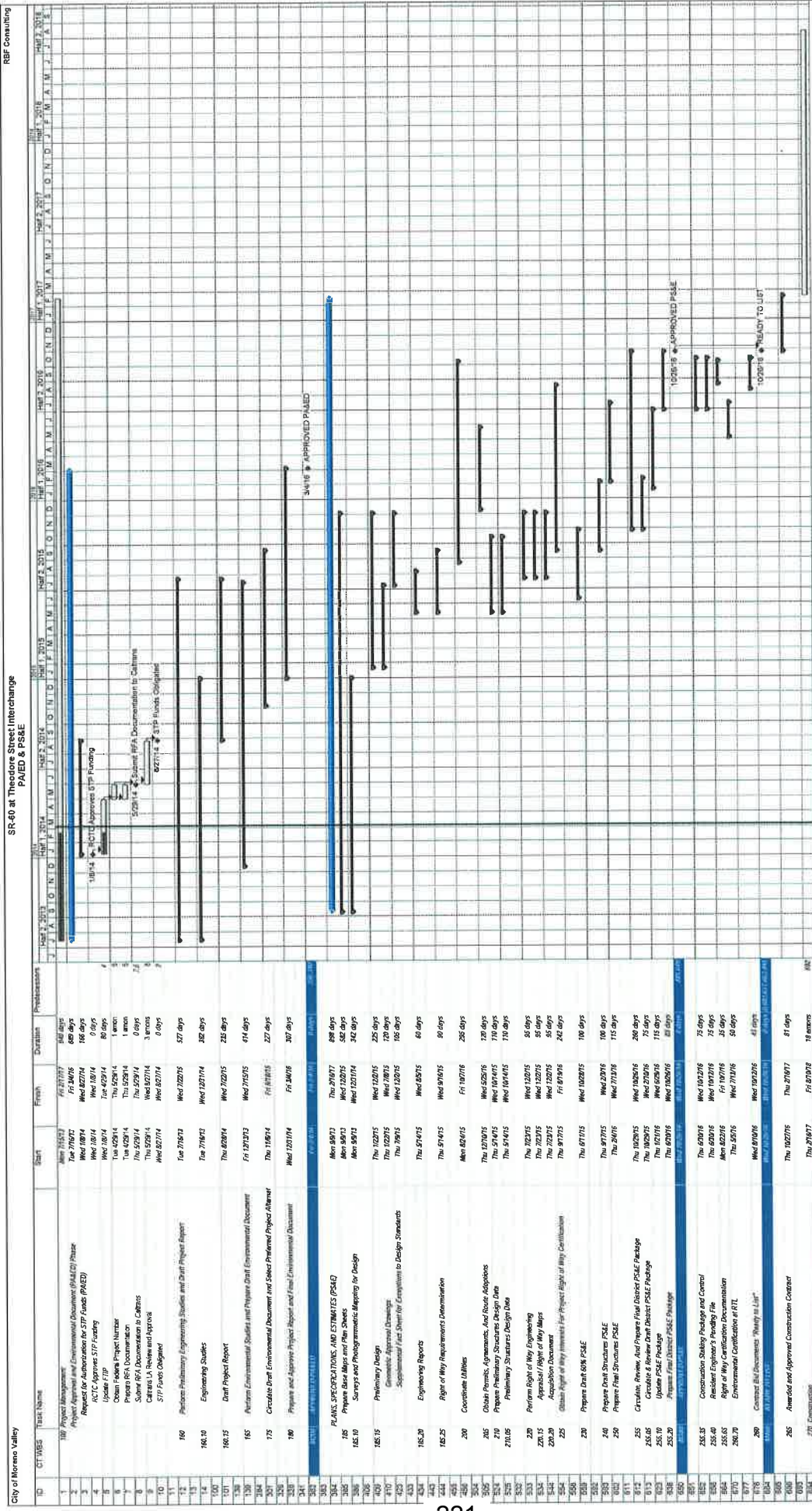
**Costs shown are for PA&ED Phase only.

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Milestone Payment Schedule AMENDMENT No.1
March 12, 2014

Task	Begin	End	Duration	Cost
PHASE 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT				
Phase 1A				
1.0A Draft Project Report Approved by Caltrans	7/15/2013	8/27/2014	14	\$291,141
2.0A Preliminary Engineering Studies Approved By Caltrans	10/1/2013	8/27/2014	11	\$29,042
4.0A Prepare and Circulate Environmental Document	10/1/2013	8/27/2014	11	\$74,993
7.0A Environmental Mitigation Negotiation and Permitting Complete	8/1/2014	8/27/2014	1	\$1,616
9.0A Design Mapping and Surveys Complete	7/1/2013	8/27/2014	14	\$33,323
10.1A Federal Funding Documentation - Approved by Caltrans (E-76)	1/1/2014	8/27/2014	8	\$15,000
OTHER DIRECT COSTS FOR PHASE 1A				\$77,885
Phase 1A SUBTOTAL				\$523,000
Phase 1B				
1.0B Draft Project Report Approved by Caltrans	8/28/2014	7/22/2015	11	\$94,258
2.0B Preliminary Engineering Studies Approved By Caltrans	8/28/2014	12/31/2014	4	\$435,601
3.0B Fact Sheets for Exceptions to Design Standards Approved By Caltrans	8/28/2014	1/21/2015	5	\$31,788
4.0B Prepare and Circulate Environmental Document	11/6/2014	7/22/2015	9	\$302,089
5.0B Public Meetings and Outreach Conducted	3/12/2015	9/18/2015	6	\$42,323
6.0B Prepare Final Environmental Document, Final Project Report, and Obtain Environmental Clearance	8/24/2015	3/4/2016	6	\$87,220
7.0B Environmental Mitigation Negotiation and Permitting Complete	8/24/2015	3/4/2016	6	\$54,692
8.0B Geometric Approval Drawings Complete and Approved By Caltrans	1/22/2015	7/8/2015	6	\$94,676
9.0B Design Mapping and Surveys Complete Approved by Caltrans	8/28/2014	12/31/2014	4	\$24,813
10.0B Other Services Directed by the City	8/28/2014	3/4/2016	18	\$79,556
10.1B Update Federal Funding Documentation	8/28/2014	12/31/2014	4	\$5,000
12.0B 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	6/11/2015	8/5/2015	2	\$274,942
15.0 Right of Way Legal/Plats and Appraisal Maps Complete	7/23/2015	12/9/2015	5	\$118,112
OTHER DIRECT COSTS FOR PHASE 1B				\$117,125
PHASE 1B SUBTOTAL				\$1,762,195
PHASE 1 SUBTOTAL				\$2,285,195

SR-60/Theodore Street Interchange Improvement Project
Project Approval and Environmental Document Phase
Milestone Payment Schedule AMENDMENT No.1
March 12, 2014

Task	Begin	End	Duration	Cost
PHASE 2 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (NOT AUTHORIZED)				
11.0 35% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 65% PS&E	-	-	-	-
12.0 65% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 95% PS&E	6/11/2015	1/20/2016	7	\$952,144
13.0 95% Design Plans, Specifications, and Estimates Authorized by Caltrans to Proceed to 100% PS&E	1/21/2016	6/29/2016	5	\$339,895
14.0 100% Design Plans, Specifications, and Estimates Ready-To-List	6/30/2016	10/26/2016	4	\$194,601
16.0 Right of Way Acquisition Complete	3/7/2016	10/7/2016	7	\$67,899
OTHER DIRECT COSTS FOR PHASE 2				\$20,000
PHASE 2 SUBTOTAL				\$1,574,539
TOTAL BUDGET				\$3,859,734



City of Moreno Valley

SR-40 at Theodore Street Interchange
PAED & PS&E

Task Name, Start, Finish, Duration, Progression

180 Project Management (180 days)
181 Review of Environmental Documents (PAED) Phase (180 days)
182 H2C Impact SFP Funding (180 days)
183 Obtain FIP (180 days)
184 Prepare RFA Documentation (180 days)
185 Prepare RFA Documentation in California (180 days)
186 Prepare Preliminary Agreements, Studies and Draft Project Report (180 days)
187 Engineering Studies (180 days)
188 Draft Project Report (180 days)
189 Prepare Draft Environmental Document and S&W (180 days)
190 Prepare and Approve Project Report and Final Environmental Document (180 days)
191 Prepare Final PS&E (180 days)
192 Obtain Right of Way (180 days)
193 Prepare Final Structures PS&E (180 days)
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Legend: City Progress, PAED Progress, S&W Progress, Right of Way Progress, Structures PS&E Progress, Construction Contract Progress

Page 1

**CITY OF MORENO VALLEY
CONTRACT FISCAL PROVISIONS**

The following fiscal provisions, in accordance with Caltrans’ Local Assistance Procedures Manual (LAPM), are required to be included in this CONSULTANT Agreement and are required to be included in all CONSULTANT agreements for Local Assistance Federal-aid Projects. These provisions supersede any conflicting provisions in the Agreement for Professional Consultant Services and shall take precedence over the fiscal provisions for purposes of interpretation of the Caltrans Contract Fiscal Provisions. These provisions do not otherwise modify or replace fiscal provisions not in direct conflict with these provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is \$2,285,195 (\$1,750,183 for the original Agreement plus \$535,012 for the First Amendment to Agreement).

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY’S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

CITY OF MORENO VALLEY/MARGERY A. LAZARUS
P.O. BOX 88005, MORENO VALLEY, CA 92552-0805
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$2,285,195.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XV SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
"CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XXVIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXX PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

DRAFT 2-26-14

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT (Amendment), ENTERED INTO EFFECTIVE ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. The parties hereto entered into Agreement No. 08-1562, on August 22, 2013, said Agreement defining the terms and conditions of a project to develop, design and reconstruct interchange on State Route 60 and Theodore Street, in Riverside County, will be referred to herein as "PROJECT."
2. AGREEMENT established that the CITY is to SPONSOR for 100%, is the only FUNDING PARTNER and is to be the IMPLEMENTING AGENCY for the PROJECT.
3. The purpose of this Amendment is for the CITY to use \$964,000 Federal Surface Transportation Program funds toward PROJECT.
4. The parties now intend to replace in its entirety District Agreement No.08-1562 with this Amendment and define herein below the revised terms and conditions under which PROJECT is to be developed, designed, and financed pursuant to this Amendment.
5. All responsibilities assigned in this Amendment to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Project Approval and Environmental Document (PA&ED)
 - Plans, Specifications, and Estimate (PS&E)
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
6. This Amendment is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
7. CITY completed the Project Study Report (Cooperative Agreement No. 08-1559).
8. In this Amendment capitalized words represent defined terms and acronyms.
9. PARTNERS hereby set forth the terms, covenants, and conditions of this Amendment, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

10. CITY is SPONSOR for 100% of PROJECT.
11. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
12. CITY is IMPLEMENTING AGENCY for PA&ED.
13. CITY is IMPLEMENTING AGENCY for PS&E.
14. CITY is IMPLEMENTING AGENCY for RIGHT OF WAY.
15. CALTRANS is the CEQA lead agency for PROJECT.
16. CALTRANS is the NEPA lead agency for PROJECT.
17. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

Scope: General

18. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
19. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
20. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
21. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
22. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
23. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

24. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Amendment when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.

25. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.
26. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
27. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
28. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

29. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

30. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
31. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
32. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
33. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
34. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
35. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Amendment.
36. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
37. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
38. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Amendment parties hired to do WORK in that component.
39. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Amendment in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
40. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally

Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

41. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Amendment.
42. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Amendment.
43. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
44. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Amendment.

45. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
46. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.

- 47. PARTNERS will not incur costs beyond the funding commitments in this Amendment. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
- 48. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
- 49. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this Amendment, in order to keep PROJECT in environmental compliance until WORK resumes.
- 50. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this Amendment.

Scope: Environmental Permits, Approvals and Agreements

- 51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Amendment to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
FESA Section 7 USFWS	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CALTRANS
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

Scope: Project Approval and Environmental Document (PA&ED)

- 52. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
- 53. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including the guidance provided in the Standard Environmental Reference (SER) available at www.dot.ca.gov/ser.
- 54. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS is responsible for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.

55. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the Standard Environmental Reference (SER available at www.dot.ca.gov/ser).
56. CITY will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
57. CITY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
58. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
59. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
60. CITY will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
61. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
62. The CEQA lead agency will attend all CEQA-related public meetings.
63. CITY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.
64. The NEPA lead agency will attend all NEPA-related public meetings.

65. CITY will plan, schedule, prepare materials for, and host all NEPA-related public meetings. CITY will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
66. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

67. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

Scope: Plans, Specifications, and Estimate (PS&E)

68. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
69. CITY will provide CALTRANS a copy of conflict maps, Relocation Plan, proposed Notices to Owner, Report of Investigation, and Utility Agreement (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to R/W Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
70. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this Amendment.

FUNDING SUMMARY Number 1

Project Number: 0813000109

Agreement: 08-1562 A/1

DRAFT 2-13-14

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	PA&ED Support	PS&E Support	R/W Capital	R/W Support	Totals by Fund Type
IMPLEMENTING AGENCY - >							
			CITY	CITY	CITY		
FEDERAL	CITY	RSTIP	\$964,000	\$0	\$0	\$0	\$964,000
LOCAL	CITY	Measure	\$1,178,000	\$2,500,000	\$5,300,000	\$265,000	\$9,243,000
		Totals by Component	\$2,142,000	\$2,500,000	\$5,300,000	\$265,000	\$10,207,000

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1562 A/1.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0813000109

Agreement: 08-1562 A/1

Part II – Billing and Payment Details

Cost: PA&ED (Project Approval and Environmental Document)

1. Each PARTNER listed below will do work for PA&ED as described in the SCOPE SUMMARY of this Agreement:

- CITY
- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- ~~• CALTRANS may invoice CITY~~
- CITY may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

~~CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's expenditures.~~

CITY will submit to CALTRANS monthly invoices for the prior month's expenditures.

Cost: PS&E (Plans, Specifications, and Estimate)

2. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CITY

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

FUNDING SUMMARY Number 1

Project Number: 0813000109

Agreement: 08-1562 A/1

Cost: Right of Way (R/W) Support

3. Each PARTNER listed below will do work for R/W SUPPORT as described in the SCOPE SUMMARY of this Agreement:

- CITY

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

Cost: R/W CAPITAL

4. CITY is the IMPLEMENTING AGENCY for R/W CAPITAL as described in the Responsibilities section of this Agreement.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- No invoicing will occur for this PROJECT COMPONENT.

FUNDING SUMMARY Number 1

Project Number: 0813000109

Agreement: 08-1562 A/1

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By _____
Basem E. Muallem, P.E.
District Director

Date _____

Lisa Pacheco
Budget Manager

HQ Accounting

CITY OF MORENO VALLEY

APPROVED

By _____
Michelle Dawson
City Manager

Date _____



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 8, 2014

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT TO STEINY AND COMPANY, INC. FOR THE ITS DEPLOYMENT PHASE 1A, PROJECT NO. 808 0006 70 76

RECOMMENDED ACTION

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.

SUMMARY

This report recommends approval of a contract to construct the Intelligent Transportation System (ITS) Deployment Phase 1A project. The program will ease traffic flow on Frederick Street from Bay Avenue to SR-60, and follows a successful pilot project in other locations. The project is funded with DIF Traffic Signal funds, and has been approved in the Fiscal Year 2013/2014 Capital Improvement Plan.

DISCUSSION

In 2009, the City completed a master plan for deployment of an Intelligent Transportation System (ITS) in Moreno Valley to support active traffic management for the purpose of improving mobility. Shortly after completion of the master plan, the City selected Kimley-Horn and Associates to supply the City's new Arterial Traffic Management System (ATMS) software platform. This software has been delivered and is used to manage traffic at eight intersections along Alessandro Boulevard and Cactus Avenue. These arterials were selected for a pilot program due to their proximity to City Hall and the presence of existing traffic signal communication conduit. Having successfully completed the pilot deployment, staff proceeded to design and bid this project, which will implement a portion of the master plan's first deployment phase.

Staff is concurrently working to complete the design of a Transportation Management Center (TMC) within City Hall. The TMC is planned in space currently occupied by a conference room adjacent to the front lobby of City Hall. Its placement there is intended to demonstrate the City's commitment to maintaining quality mobility on the arterial network. The TMC is scheduled for completion in the second half of this year. However, the ATMS is capable of being operated from any computer on the City's corporate network, and is currently being operated from staff's desks. Additionally, staff operates a satellite TMC in the traffic maintenance modular building at the Corporate Yard.

The ITS Deployment Phase 1A project proposes to add ATMS elements to Frederick Street from Bay Avenue to SR-60. The existing traffic controller cabinets, most of which are at least 20 years old, will be replaced and a Closed-Circuit Television (CCTV) camera will be installed at each signalized intersection. A communication link will also be established with Caltrans by connecting to the State's existing fiber optic system along SR-60, allowing City staff to view and disseminate CCTV feeds and traffic conditions from surrounding freeways and state highways.

The Planning Division has made a determination that the project is categorically exempt from the California Environmental Quality Act (CEQA).

The Base Bid consisted of improvements on Frederick Street from Alessandro Boulevard to State Route 60, and Bid Alternate No. 1 consisted of improvements on Alessandro Boulevard from Frederick Street to Heacock Street.

The Bidding Documents were completed in January 2014 by the City staff as a cost savings measure. The Notice Inviting Bids was advertised for the subject project and formal bidding procedures have been followed in conformance with Public Contract Code. The City Clerk opened bids at 10:15 on March 6, 2014 for the project. Seven (7) bids were received as follows:

<u>CONTRACTORS</u>	<u>Total Verified Bid Amounts</u>
1. Steiny and Company, Inc., Baldwin Park	\$348,343.00
2. L.A. Traffic Signal Transportation, Inc., San Dimas	\$406,300.00
3. California Professional Engineering, Inc., La Puente.....	\$436,644.60
4. DBX, Inc., Temecula.....	\$464,595.00
5. PTM General Engineering Service, Inc., Riverside.....	\$529,029.00
6. HHS Construction, Inc., Ontario	\$698,648.00
7. Select Electric, Inc.	non-responsive

The lowest responsible bidder was determined by comparing the cumulative total for all bid items (Base Bid and Alternate No. 1 bid items), as stipulated in the Bidding Documents. Staff has reviewed the bid by Steiny and Company, Inc. 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 Steiny and Company, Inc. in their bid. One bidder failed to submit the signature page for the bid and was determined to be non-responsive. Staff is recommending the award of the Base Bid items, plus Alternate No. 1. A subsequent project relies on completion of Alternate No. 1; therefore staff prefers to have that work completed at this time. Staff is recommending the appropriation of \$220,000 in unencumbered DIF Traffic Signal funds to allow for the full improvements.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of the project.*

FISCAL IMPACT

This project is included in the Fiscal Year 2013/2014 Capital Improvements Plan Budget and will be financed by DIF Traffic Signal funds (Fund 3302). There is no impact to the General Fund. In order to ensure that there are sufficient funds available to construct the improvements in both the Base Bid (Frederick Street from Alessandro Boulevard to State Route 60), and Alternate No. 1 (Alessandro Boulevard from Frederick Street to Heacock Street), staff is recommending the appropriation of \$220,000 from unencumbered DIF Traffic Signal funds.

Steiny and Company, Inc.'s bid amount is \$348,343. A contingency of 10% of the bid amount (\$34,834.30) is added to the Contractor's Purchase Order. The contingency is added to 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.

PROPOSED BUDGET APPROPRIATION:

Cat.	Fund	Project No (PN) G/L Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF TS (3302)	PN – 808 0006 70 76-3302-99 GL – 3302-70-76-80008-720199	EXP	\$0 \$1,908,478	\$220,000 \$220,000	\$220,000 \$2,128,478

PROPOSED BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

ITS Deployment Phase 1A
 (Account No. 3302-70-76-80008, Project No. 808 0006 70 76) \$422,049
**Proposed Appropriation from Fund 3302 DIF Traffic Signal
 (Unencumbered) \$220,000**
 Proposed Total Budget..... \$642,049

ESTIMATED PROJECT RELATED COSTS:

Design and Project Administration Costs \$12,000
Contractor Construction Costs (includes Contingency) \$384,000
 City-Furnished Equipment* \$200,000
 Construction Management and Inspection Services** \$45,000
 Total Estimated Project Costs \$641,000

*—Quantity ten of each of the following: Controller cabinet with appurtenances, CCTV camera, and fiber optic switch.
 **—City staff will provide Construction Management and Inspection Services.

ANTICIPATED PROJECT SCHEDULE:

Start Construction..... April 2014
 Anticipated Completion of Construction August 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.

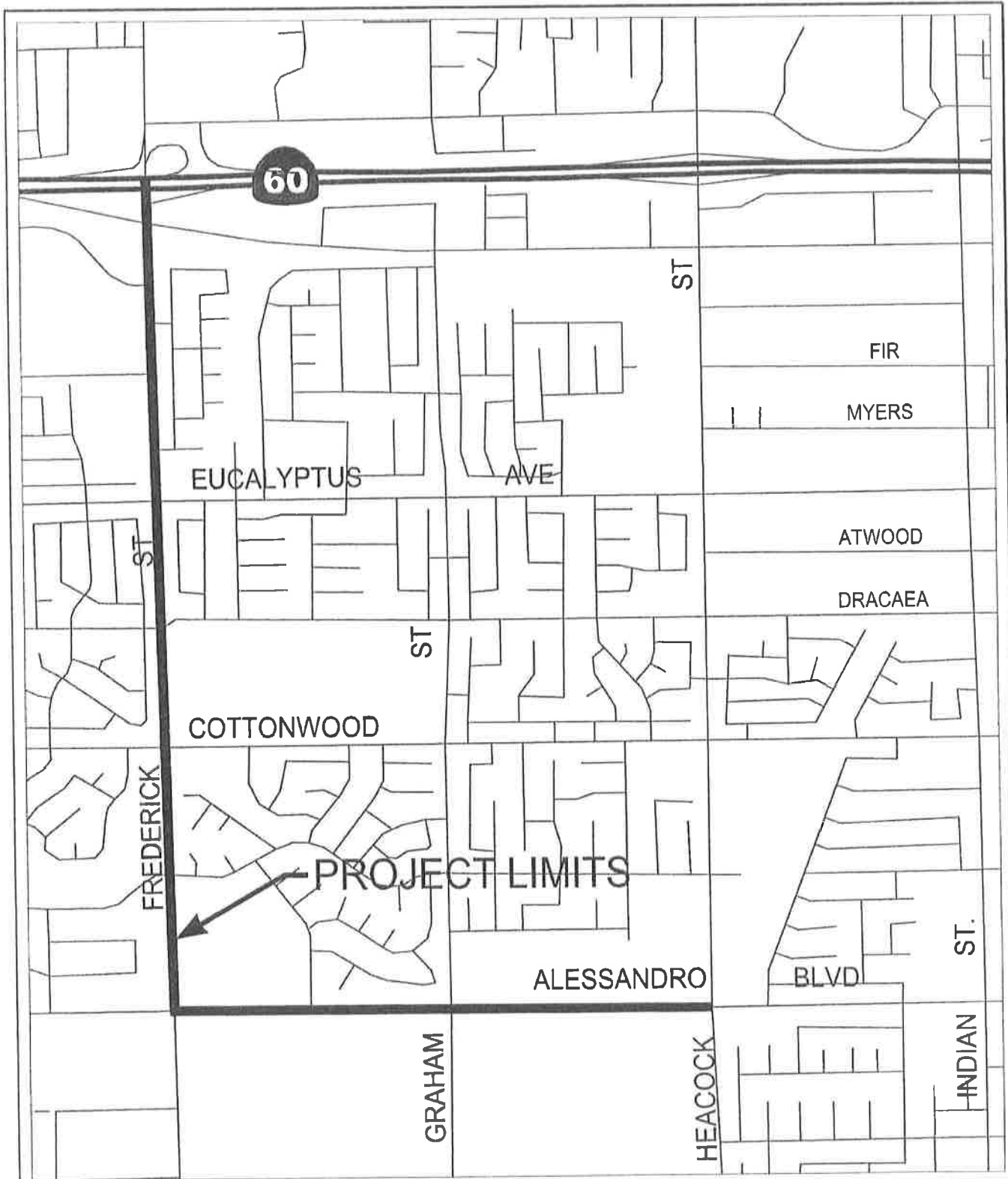
ATTACHMENTS

Attachment 1: Location Map
Attachment 2: Agreement with Steiny and Company, Inc.

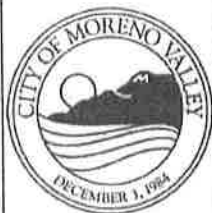
Prepared By:
John Kerenyi
Senior Engineer, P.E.

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

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic Engineer



LOCATION MAP



Public Works Department
Transportation Division

ATTACHMENT 1

ITS DEPLOYMENT PHASE 1A
PROJECT 808 0006 70 76

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Agreement No. _____

AGREEMENT**PROJECT NO. 808 0006 70 76****ITS DEPLOYMENT PHASE 1A****Frederick Street, Alessandro Boulevard to State Route 60;
Alessandro Boulevard, Frederick Street to Heacock Street**

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 **Steiny and Company, Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda Nos. 1, 2, 3, and 4 inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
- H. Project Plans
- I. City Standard Plans
- J. Caltrans Standard Plans
- K. The bound Bidding Documents
- L. Contractor's Certificates of Insurance and Additional Insured Endorsements
- M. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract

Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate No. 1, awarded by the City is **Three Hundred Forty Eight Thousand Three Hundred Forty Three and 00/100 Dollars (\$348,343.00)** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Seventy Five (75) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- Caltrans Stormwater Data Report

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents.

This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$350.00 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

Steiny and Company, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

CONTRACTOR'S BONDS

PREMIUM \$ _____

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

PROJECT NO. 808 0006 70 76

**ITS DEPLOYMENT PHASE 1A
Frederick Street, Alessandro Boulevard to State Route 60;
Alessandro Boulevard, Frederick Street to Heacock Street**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Steiny and Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0006 70 76**, and all Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Documents and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Faithful Performance Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Faithful Performance Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Faithful Performance Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
00601-1

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California
County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM**

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- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 808 0006 70 76

ITS DEPLOYMENT PHASE 1A

**Frederick Street, Alessandro Boulevard to State Route 60;
Alessandro Boulevard, Frederick Street to Heacock Street**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Steiny and Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 808 0006 70 76**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

Contractor and Surety agree that this Labor and Materials Payment Bond shall not be considered a part of the Agreement between Contractor and the City ("Agreement"). Contractor and Surety further agree that this Labor and Materials Payment Bond is a separate obligation of the Contractor and its Surety, and that any attorneys' fee provision contained in this Labor and Materials Payment Bond shall not apply to the Agreement. In the event there is any litigation between the parties arising from the breach of the Agreement, each party will bear its own attorneys' fees in the litigation.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

PAYMENT BOND
00602-1

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact.
- The bond shall include an attached Notary Certificate for the Bidder.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Bidder's and Surety's corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

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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 8, 2014

TITLE: 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

RECOMMENDED ACTION

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 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.

SUMMARY

This report requests City Council to accept the \$816,100 HSIP grant award from Caltrans, appropriate funds for the Citywide Pedestrian Countdown Signal Head Improvements and Safe Route to School Public Outreach Program Projects, and amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include these projects.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements and non-infrastructure programs such as Safe Routes to School. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, reconstruction, and programs that meet eligibility criteria.

At the July 9, 2013 City Council meeting, City Council approved the submittal of the grant application for the Cycle 6 HSIP. On November 18, 2013, Caltrans notified the City of their successful grant application for these projects in the amount of \$816,100 (90% of the estimated project costs). The projects are not currently listed in the Fiscal Year 13/14 Capital Improvement Plan and are currently unfunded.

These projects will fund the following:

- Procurement and installation of pedestrian countdown indications for approximately 113 signalized intersections not already so equipped,
- Furnish ADA-compatible pushbuttons with the proper placards to match the countdown indications, and
- Fund a Safe Route to School program for 28 schools to encourage walking to school for a one-year period. Funds shall be utilized to retain a contractor to perform workshops, conduct walkability audits, revise existing suggested route to school maps, recruit and organize volunteers, schedule and perform walking events, hold bicycle rodeo, and prepare documentation.

Per the provisions of the HSIP grant, the City is required to use its own funds to implement the project and then receive reimbursement progress payments.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to receive the Cycle 6 HSIP reimbursement for these projects and construct the improvements and implement the program*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prohibit the City from receiving the Cycle 6 HSIP reimbursement for these projects and defer improvements and program until a later date*

FISCAL IMPACT

The Cycle 6 HSIP grant for the Citywide Pedestrian Countdown Signal Head Improvements will provide for reimbursement of up to \$440,300 (90% of project costs). The City will provide a local match of \$49,100, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$440,300 appropriation of DIF Traffic Signal Capital Project funds (Fund 3302) and \$49,100 of DIF Traffic Signal Capital Project funds (Fund 3302) for the design and construction phase of this project. These funds can only be used for transportation related improvements. **There is no impact to the General Fund.**

Citywide Pedestrian Countdown Signal Head Improvements Proposed Appropriation for Fiscal Year 2013/2014:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	DIF Traffic Signal Capital Project (3302)	GL – 3302-99-99-93302-482020	Rev	\$895,000	\$440,300	\$1,335,300
CIP	DIF Traffic Signal Capital Project (3302)	GL – 3302-70-76-80008-720199 PN – 808 0014 70 76-3302-99	Exp	\$1,908,478 \$0	\$489,400 \$489,400	\$2,397,878 \$489,400

PROPOSED PROJECT BUDGET:

Proposed DIF Traffic Signal Capital Project Appropriation
 (Account No. 3302-70-76-80008) (Project No. 808 0014 70 77-3302)..... \$440,300
 Proposed DIF Traffic Signal Capital Project Appropriation
 (Account No. 3302-70-76-80008) (Project No. 808 0014 70 76-3302)..... \$49,100
 Total \$489,400

ESTIMATED PROJECT COSTS:

Design \$50,000
 Construction \$382,100
 Construction Engineering \$37,300
 Project Administration \$20,000
 Total \$489,400

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design June 2014
 Complete Design December 2015
 Receive Caltrans Authorization for Construction May 2016
 Complete Construction February 2018

The Citywide Pedestrian Countdown Signal Head Improvements schedule is based upon necessary authorizations from Caltrans, required procurement and bidding

procedures due to the Federal grant funding, the amount of time anticipated to install the new equipment at 113 intersections, and project close-out per Federal requirements.

The Cycle 6 HSIP grant for the Safe Route to School Public Outreach Program will provide for reimbursement of up to \$375,800 (90% of project costs). The City will provide a local match of \$41,800, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$375,800 appropriation of Capital Projects Reimbursements funds (Fund 3008) and \$41,800 of Measure A funds (Fund 2001) for the implementation of this program. These funds can only be used for transportation related improvements. **There is no impact to the General Fund.**

Safe Route to School Public Outreach Program 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 – 3008-99-99-93008-482020	Rev	\$6,100,000	\$375,800	\$6,475,800
CIP	Capital Projects Reimbursements (3008)	GL – 3008-70-76-80001-720199 PN – 801 0056 70 76-3008-99	Exp	\$0 \$0	\$375,800 \$375,800	\$375,000 \$375,800
CIP	Measure A (2001)	GL – 2001-70-76-80001-720199 PN – 801 0056 70 76-2001-99	Exp	\$329,162 \$0	\$41,800 \$41,800	\$370,962 \$41,800

PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation (Account No. 3008-70-76-80001) (Project No. 801 0056 70 76-3008).....	\$375,800
Proposed Measure A Appropriation (Account No. 2001-70-76-80001) (Project No. 801 0056 70 76-3002).....	\$41,800
Total	\$417,600

ESTIMATED PROJECT COSTS:

Staff Time	\$58,300
Equipment	\$10,000
Contractual Services	\$326,400
Supplies/Materials	\$2,900
Other Direct Costs	\$20,000
Total	\$417,600

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization to Proceed	May 2014
Complete Program	August 2015

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, P.E., Public Works Director/City Engineer

AGENDA DATE: April 8, 2014

TITLE: 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

RECOMMENDED ACTION

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.

SUMMARY

This report requests City Council to accept the \$612,000 HSIP grant award from Caltrans, appropriate funds for the Alessandro Boulevard and Graham Street Improvements Project, and amend the Fiscal Year 13/14 Adopted Capital Improvement Plan to include this project.

DISCUSSION

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements and non-infrastructure programs such as Safe Routes to School. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, reconstruction, and programs that meet eligibility criteria.

At the July 9, 2013 City Council meeting, City Council approved the submittal of the grant application for the Cycle 6 HSIP. On November 18, 2013, Caltrans notified the City of their successful grant application for this project in the amount of \$612,000 (89% of the estimated project costs). The project is not currently listed in the Fiscal Year 13/14 Capital Improvement Plan and is currently unfunded.

A safety analysis identified a high rate of collisions and substandard infrastructure at the intersection of Alessandro Boulevard and Graham Street. In order to address this, the project will:

- Modify the existing traffic signal with improved signal head placement and upgraded vehicle detection.
- Remove the eastbound Alessandro Boulevard free right turn onto southbound Graham Street.
- Reconstruct the pedestrian access ramps to be ADA compliant in accordance with City standards.
- Construct median improvements along Alessandro Boulevard west of Graham Street at Chagall Court to restrict left turns.

The proposed improvements at the intersection will improve safety, enhance pedestrian mobility, and reduce congestion.

Per the provisions of the HSIP grant, the City is required to use its own funds to implement the project and then receive reimbursement progress payments.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to receive the Cycle 6 HSIP reimbursement for the project and construct the safety improvements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prohibit the City from receiving the Cycle 6 HSIP reimbursement for this project and defer design and construction until a later date.*

FISCAL IMPACT

The Cycle 6 HSIP grant for the Alessandro Boulevard and Graham Street improvements will provide for reimbursement of up to \$612,000 (89% of project costs). The City will provide a local match of \$75,000, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$612,000 appropriation of Capital Projects Reimbursements funds (Fund 3008) and \$75,000 of Measure A funds (fund 2001) for the design, right of way, and construction phases of the project. These funds can only be used for transportation related improvements. **There is no impact to the General Fund.**

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 – 3008-99-99-93008-482020	Rev	\$6,100,000	\$612,000	\$6,712,000
CIP	Capital Projects Reimbursements (3008)	GL – 3008-70-77-80001-720199 PN – 801 0057 70 77-3008-99	Exp	\$3,579,407 \$0	\$612,000 \$612,000	\$4,191,407 \$612,000
CIP	Measure A (2001)	GL – 2001-70-77-80001-720199 PN – 801 0057 70 77-2001-99	Exp	\$11,706,776 \$0	\$75,000 \$75,000	\$11,781,776 \$75,000

PROPOSED PROJECT BUDGET:

Proposed Capital Projects Reimbursements Appropriation
(Account No. 3008-70-77-80001) (Project No. 801 0057 70 77-3008)..... \$612,000
Proposed Measure A Appropriation
(Account No. 2001-70-77-80001) (Project No. 801 0057 70 77-2001)..... \$75,000
Total \$687,000

ESTIMATED PROJECT COSTS:

Design \$104,000
Right of Way..... \$7,000
Construction \$501,000
Construction Engineering \$50,000
Project Administration \$25,000
Total \$687,000

ANTICIPATED PROJECT SCHEDULE:

Receive Caltrans Authorization for Design September 2014
Complete Design..... August 2017
Receive Caltrans Authorization for Construction March 2018
Complete Construction..... May 2019

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.

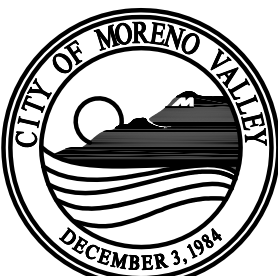
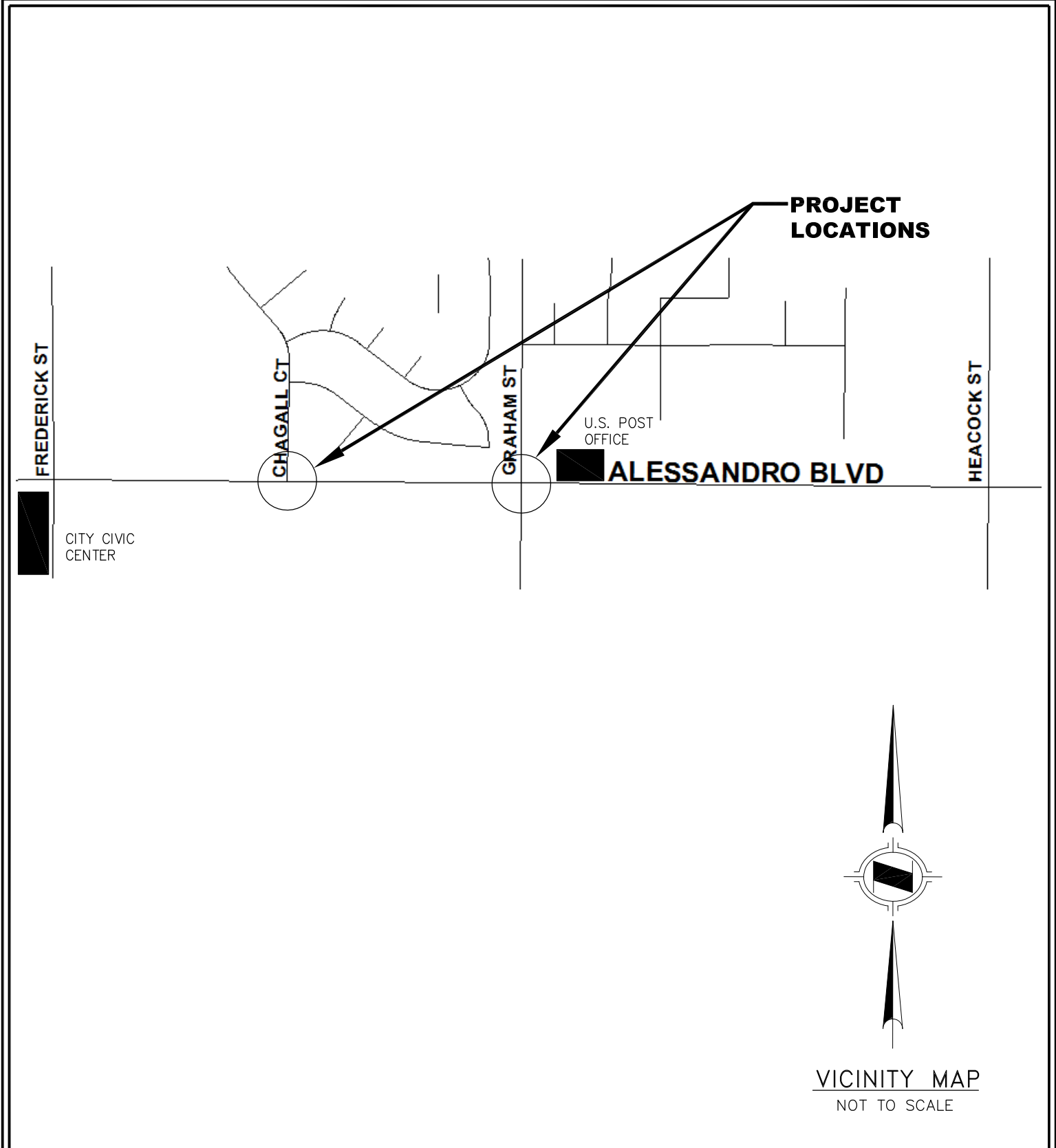
ATTACHMENT

Attachment 1: Location Map

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



LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division
Scale: None
ATTACHMENT 1

HSIP CYLCE 6 GRANT
PROJECT NO. 801 0057 70 77

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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 8, 2014

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO PACIFIC UTILITY INSTALLATION, INC. FOR 33 KV SUBSTATION, PROJECT NO. 805 0021 70 80

RECOMMENDED ACTION

Recommendations:

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

SUMMARY

This report recommends approval of a contract with Pacific Utility Installation, Inc. for the installation and energizing of facilities associated with the proposed 33 kV substation on Nandina Ave west of Indian St. The project is funded with 2007 Lease Revenue Bonds funds and electric utility operating funds. This project has been approved in the Fiscal Year 2013/2014 Capital Improvement Plan.

DISCUSSION

Moreno Valley Utility's Electrical System Facility Forecast for the Planning Period 2012 through 2016 has identified a 10 MW 33 kV substation as a high priority project to accommodate the planned development of approximately 12 industrial projects with approximately 10.9 million square feet of new industrial space. The substation will also improve the reliability and operational flexibility of the electric distribution system in the south industrial area of the City. The target date for commercial operation of the substation is August 15, 2014.

This phase of the project includes the following:

- Grading, construction of 11 foot high masonry wall, installation of rod iron fencing, double swing gate, driveway approach, gravel ground cover
- Installation of ground grid, equipment structures, conduits, and poured in place concrete pads and light pole base
- Installation and energizing of MVU provided transformers, 34.5 kV VFI switchgear, 34.5 kV metering panel, 12 kV electrical panel and switchgear, concrete light pole
- Installation and energizing of contractor provided 34.5 kV and 12 kV cable and appurtenances, commissioning of substation
- Installation and energizing of vault, conduit, cable, and components to feeder interconnections

The Notice Inviting Bids was advertised for the subject project and bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids for the project at 10:00 am on March 24, 2014. Three (3) bids were received as follows:

	<u>Total Verified Bid Amounts</u>
1. Pacific Utility Installation, Inc.	\$ 887,634.85
2. Klondyke Construction	\$1,237,070.35
3. International Line Builders, Inc.	\$1,259,525.62

The lowest responsible bidder was determined by comparing the cumulative total for all bid items, as stipulated in the Bid Document. Staff has reviewed the bid by Pacific Utility Installation, Inc. 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 Pacific Utility Installation, Inc. in their bid and staff recommends the award of the construction contract to this contractor.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. This alternative will provide for the timely construction of the 33 kV substation needed to provide electric service to new customers in the south industrial area of the city. Staff recommends this alternative.
2. Do not approve and authorize the recommended actions as presented in this staff report. This alternative will result in the delay of the construction of the 33 kV substation, potentially impacting the provision of electric service to new customers in the south industrial area of the city. Staff does not recommend this alternative.

FISCAL IMPACT

Pacific Utility Installation, Inc's bid amount is \$887,634.85. A contingency of 10% of the bid amount (\$88,763.49) is being added to the Contractor's Purchase Order. The contingency is added to account for any unforeseen conditions encountered during construction and/or installation which may result in changes in costs.

This project is included in the Fiscal Year 2013/2014 Capital Improvement Plan Budget. The construction portion of the project will be funded with reimbursement of 2007 Lease Revenue Bond funds, and there is no impact to the General Fund.

PROPOSED BUDGET/APPROPRIATION

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
Transfer Out	Capital Projects Reimbursements (3008)	GL - 3008-99-99-93008-906010		\$0	\$754,032	\$754,032
Transfer In	Electric Fund (6010)	GL - 6010-99-99-96010-803008		\$0	\$754,032	\$754,032
CIP	2007 Taxable Lease Revenue Bonds (6020)	GL - 6020-70-80-80005-720199 PN - 805 0022 70 80-6020-99 PN - 805 0021 70 80-6020-99	Exp	\$2,894,952 \$923,394 \$1,254,341	\$904,032 (\$72,637) \$976,669	\$3,798,984 \$851,027 \$2,231,010

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for economic development within the community. *The construction of the substation will expand MVU's electric distribution system, improving reliability and operational flexibility in serving customers.*

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained. *The expansion of the MVU electric distribution system will foster a positive environment and potentially help contribute to the development of Moreno Valley's future.*

ATTACHMENTS

- Attachment 1: Agreement with Pacific Utility Installation, Inc.
- Attachment 2: Location Map

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

AGREEMENT**1.0 PROJECT NO. 805-0021-70-80**

- Bid Proposal Project Scope A
- Bid Proposal Project Scope B
- Bid Proposal Project Scope C
- Bid Proposal Project Scope D
- Bid Proposal Project Scope E

THIS Contract Agreement, made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Public Utility Installations hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement, b) the Special Provisions which include the General Provisions and Technical Provisions, c) the project Plans, d) the Standard Plans, e) the Standard Specifications, f) Reference Specifications, g) **Addenda Nos. 1, 2, 3 inclusive**, issued prior to the opening of the Bids, h) the bound Bid Documents, , all of which are essential parts of this Agreement, and i) the Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of \$887,634.85, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within sixty-seven (67)

**BIDDER'S PROPOSAL
PROJECT NO. 805-0021-70-80**

working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) *for TUMF only*, and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) *for TUMF only*, its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, and WRCOG, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

**BIDDER'S PROPOSAL
PROJECT NO. 805-0021-70-80**

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	--	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

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.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

BIDDER'S PROPOSAL
PROJECT NO. 805-0021-70-80

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, 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 such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Contract Agreement in a form which is substantially similar to the Contract Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, and WRCOG its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights

**BIDDER'S PROPOSAL
PROJECT NO. 805-0021-70-80**

under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

**BIDDER'S PROPOSAL
PROJECT NO. 805-0021-70-80**

CITY OF MORENO VALLEY,
Municipal Corporation

PACIFIC UTILITY INSTALLATIONS INC.
(Name of Contractor)

BY: _____
Mayor

License No./
Classification: 733207, A B C-10

Expiration Date: 3/31/15

DATE: _____

Federal I.D. No.: 33-0741430

INTERNAL USE ONLY	
ATTEST:	
_____ City Clerk <i>(only needed if Mayor signs)</i>	
APPROVED AS TO LEGAL FORM:	
_____ City Attorney	
_____ Date	
RECOMMENDED FOR APPROVAL:	
_____ Department Head <i>(if contract exceeds \$15,000)</i>	
_____ Date	

PRINT NAME: DANIEL MOLE

SIGNATURE: _____

TITLE: CFO

DATE: 3/21/14
Date

PRINT NAME: WILLIAM PEIFER

SIGNATURE: _____

TITLE: CFO

DATE: 3/21/14
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

State of California)
County of Orange)

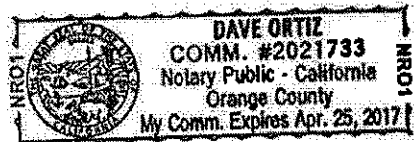
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On March 21, 2014 before me, Dave Ortiz
(here insert name and title of the officer)
personally appeared Daniel Scott Moltz

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PROPOSAL SIGNATURE PAGE

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On March 21 2017 before me, DAVE ORTIZ
(here insert name and title of the officer)
personally appeared William Brian Pfeifer

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PROPOSAL SIGNATURE PAGES
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s) _____

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

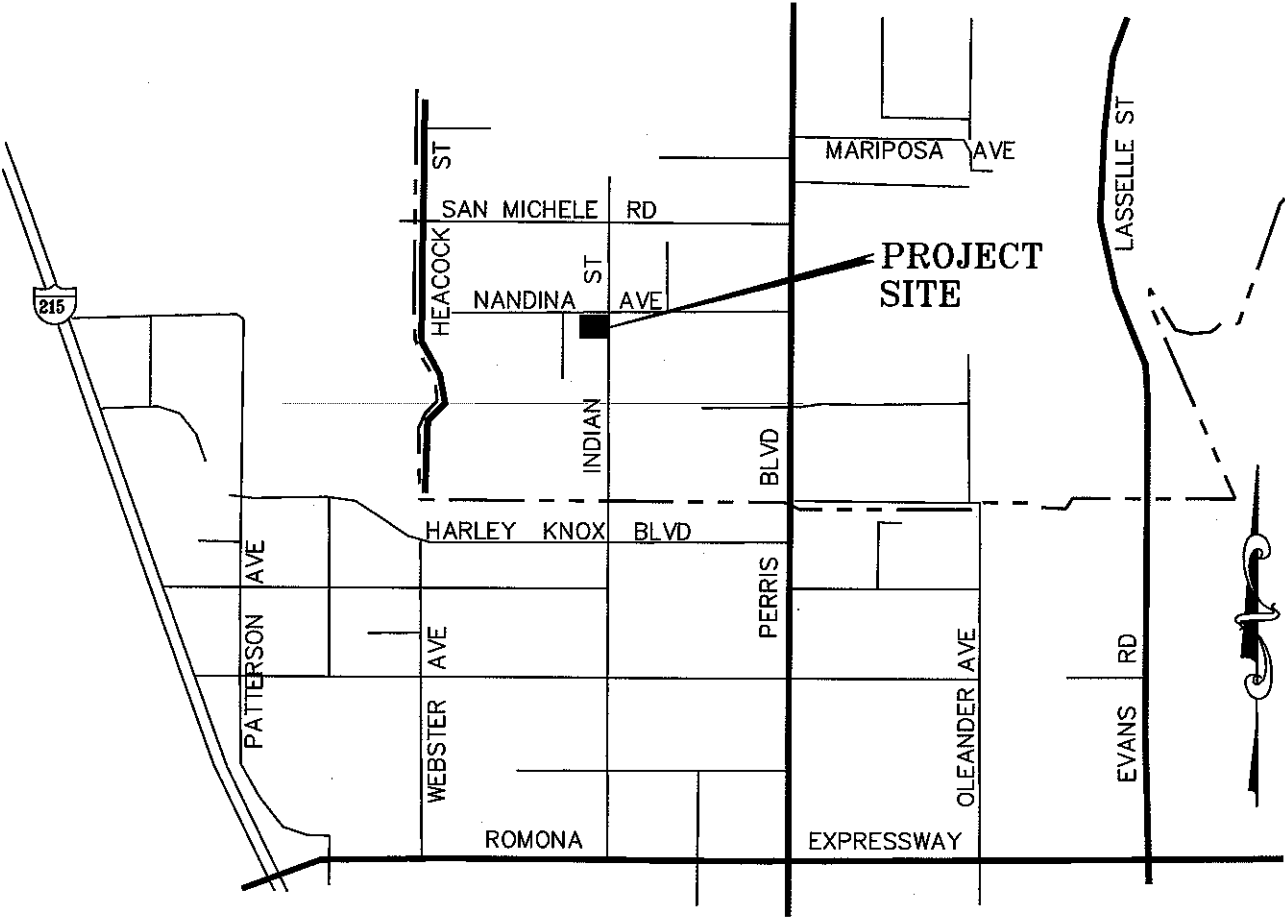
Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

MOVAL SOUTH - 10MVA 34.5/12KV SUBSTATION NANDINA AVENUE AND INDIAN STREET



VICINITY MAP

NTS

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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 8, 2014

TITLE: APPROVE MUTUAL ASSISTANCE AGREEMENT WITH THE CALIFORNIA UTILITIES EMERGENCY ASSOCIATION (CUEA)

RECOMMENDED ACTION

Recommendations:

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

SUMMARY

This report recommends approval of the Mutual Assistance Agreement with the California Utilities Emergency Association (CUEA). Access to resources and emergency assistance is provided through the execution of this Agreement.

DISCUSSION

The CUEA was chartered in 1952, as part of the State's civil defense plan. CUEA's purpose is to facilitate communications and cooperation between member utilities and public agencies, provide emergency response support, and support utility emergency planning, mitigation, training, exercises, and education. There are currently close to 100 members that represent the following utilities across the State: water, wastewater, electric, gas, telecommunications, and pipeline. CUEA serves as the point of contact for its members and the California Emergency Management Agency (Cal EMA) and other governmental agencies.

Emergency assistance for members is provided through the execution of the Mutual Assistance Agreement. The Agreement defines the terms and conditions for requesting emergency assistance, such as scope of assistance and payment of costs and expenses incurred for providing assistance. The Agreement shall continue in effect indefinitely; any party may withdraw participation at any time with thirty (30) days prior written notice. Although the City will become part of the Mutual Assistance network through the execution of the Agreement, the City will have the right to respond or not respond to any requests for assistance. Other members of the Mutual Assistance network include SCE, PG&E, SDG&E, LADWP, the Cities of Riverside, Anaheim, Glendale, Burbank, Pasadena, Rancho Cucamonga, Azusa, Alameda, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Colton.

ALTERNATIVES

1. Approve the Mutual Assistance Agreement with the CUEA. This Agreement provides a formal mechanism for staff to seek assistance if needed with repair and/or restoration of electric service in the event of an emergency. Staff recommends this alternative.
2. Do not approve the Mutual Assistance Agreement with the CUEA. The City will not have a process in place to request assistance if needed in the event of an emergency, which could potentially delay repair and/or restoration of electric service. Staff does not recommend this alternative.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Mutual Assistance Agreement.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained. *The ability to request assistance if needed in the event of an emergency could potentially help to repair electric distribution infrastructure in a timely manner.*

ATTACHMENTS

Attachment 1: Mutual Assistance Agreement

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

MUTUAL ASSISTANCE AGREEMENT
(Electric and Natural Gas)

AMONG

MEMBERS OF THE
CALIFORNIA UTILITIES EMERGENCY
ASSOCIATION

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0. DEFINITIONS

As used herein, unless otherwise indicated, the following terms are defined as set forth below.

- 0.1 **Activation:** The initiation of the Assistance and administrative process of this Agreement including: request for Assistance, assessing and communicating the scope of assistance request, assessing and communicating the resources available for Assistance, activation procedures, mutual assistance coordination, and other processes and procedures supporting the Mobilization of Assistance resources.
- 0.2 **Assistance:** Includes all arrangements and preparation for and the actual mobilization of personnel, material, equipment, supplies and/or tools or any other form of aid or assistance, including all related costs and expenses as set forth in this Agreement, provided by an Assisting Party to a Requesting Party, from the time of the official authorization by the Requesting Party and including the return and demobilization by an Assisting Party of its personnel and equipment, also as set forth in this Agreement.
- 0.3 **Deactivation:** The termination of the Assistance and administrative process including: notification of Deactivation, Demobilization planning, identification of applicable costs, processes and procedures supporting Demobilization of resources, provide for invoicing, audit, critique information, and closure of the Assistance.
- 0.4 **Demobilization:** The actual returning of all Assistance resources to the Assisting Party's normal base.
- 0.5 **Emergency:** Any unplanned event that, in the reasonable opinion of the Party to this Agreement, could result, or has resulted, in (a) a hazard to the public, to employees of any Party, or to the environment; (b) material loss to property; or (c) a detrimental effect on the reliability of any Party's electric or natural gas system. The Emergency may be confined to the utility infrastructure or may include community-wide damage and emergency response. An Emergency may be a natural or human caused event.
- 0.6 **Mobilization:** The actual collecting, assigning, preparing and transporting of all Assistance resources.
- 0.7 **Mutual Assistance Liaison:** The person(s) designated by the Requesting Party, and Assisting Party, to coordinate all administrative requirements of the Agreement.

- 0.8 Natural Gas or Gas: The term “natural gas” as used in this Agreement shall include all commercially available forms of natural gas including Synthetic Natural Gas.
- 0.9 Operations Liaison: As described in Section 3.18, the person or persons designated by the Requesting Party to provide direct contact, communications and coordination at the operations level for Assisting Party’s crews and resources at the location of the assistance. This may include but is not limited to: contact and communications for assisting crews, safety information processes and procedures, ensuring coordination of lodging and meals, addressing issues of Equipment requirements, materials requirements, and other logistical issues necessary to ensure safe effective working conditions.
- 0.10 Qualified: The training, education and experience of employees completing an apprenticeship or other industry / trade training requirements consistent with Federal Bureau of Apprenticeships and Training, Department of Transportation Pipeline Safety Regulations, or other recognized training authority or regulation. Training and qualification standards and are the responsibility of the Requesting Party to evaluate, in advance, the acceptable level of qualification for trade employees (i.e. lineman, electrician, fitter, etc.).
- 0.11 Work Stoppages: Any labor disputes, labor union disagreements, strikes, or any circumstance creating a shortage of qualified labor for a company during a non-emergency situation.

MUTUAL ASSISTANCE AGREEMENT (Electric and Natural Gas)

1. PARTIES

This Mutual Assistance Agreement (hereinafter referred to as “Agreement”) is made and entered into effective September 15, 2005. Each Party is, and at all times it remains a Party, shall be a member in good standing of the California Utilities Emergency Association. Each of the parties that has executed this Agreement may hereinafter be referred to individually as “Party” and collectively as “Parties.” The Parties to this Agreement are listed in Attachment “A” hereto.

2. RECITALS

This Agreement is made with reference to the following facts, among others:

- 2.1 Certain of the Parties to this Agreement entered into a prior agreement (“Prior Agreement”) dated December 16, 1994 to provide one another with mutual assistance. This Prior Agreement set forth procedures governing the requesting and providing of assistance in the restoration of electric and/or natural gas service. It is the intention of the Parties that this new Agreement, when signed by the Parties shall be effective for requesting or providing Assistance for the restoration of electric service following natural or man-made Emergencies which may occur on or after the date on which each of the Parties involved in the requesting or providing of Assistance signed this Agreement. Upon execution of this Agreement the Prior Agreement shall terminate, except that any rights or obligations which arose under the Prior Agreement shall remain unaffected by this new Agreement. Upon satisfaction of any such rights or obligations, the Prior Agreement shall be of no further validity or effect.
- 2.2 Being a Party to this Agreement does not by itself assure any Party that Assistance will be provided if, when or as requested. Each Party reserves the sole right to respond or not to respond to requests for Assistance on a case-by-case basis. By signing this Agreement, each Party thereby agrees that any Assistance which is received or given upon the request of a Party to this Agreement shall be subject to each and every one of the terms and conditions of this Agreement.
- 2.3 The Parties own, operate and maintain electric and/or natural gas utility facilities and are engaged in the production, acquisition, transmission, and / or distribution of electricity or natural gas.

- 2.4 Each of the Parties operates and maintains their respective facilities within accepted industry practices and employs skilled and Qualified personnel to operate, repair and maintain such facilities according to such industry practices.
- 2.5 It is in the mutual interest of the Parties to be prepared to provide for Emergency repair and restoration to such services, systems and facilities on a reciprocal basis. The purpose of this new Agreement is to provide the procedures under which one Party may request and receive assistance from another Party. This new Agreement is also designed to allow a new Party to join in the Agreement by signing a copy of this Agreement following the giving of notice to the existing Parties pursuant to Section 6.3 of this Agreement.
- 2.6 Assistance for labor shortages due to Work Stoppages are beyond the scope of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties have mutually agreed effective on the date set forth on the signature page hereof and agree further as follows:

3. SCOPE OF ASSISTANCE

- 3.1 In the event of an Emergency affecting the electrical generation, electrical or natural gas transmission, distribution, and/or related facilities owned or controlled by a Party, such Party ("Requesting Party") may request another Party ("Assisting Party") to provide Assistance. The Assisting Party shall, in its sole discretion, determine if it shall provide such Assistance. If the Assisting Party determines to provide Assistance, such Assistance shall be provided in accordance with the terms and conditions of this Agreement.
- 3.2 Requests for Assistance may be made either verbally or in writing by the Authorized Representative of the Requesting Party and shall be directed to the Authorized Representative of the Assisting Party. Authorized Representatives of the Parties are identified in Attachment "B" hereto and shall be updated upon any change in such Authorized Representative. Upon acceptance of a request for Assistance either verbally or in writing, the Assisting Party shall respond with reasonable dispatch to the request in accordance with information and instructions supplied by the Requesting Party. All requests for Assistance shall follow the procedures described in Attachment "D". The Requesting Party shall also follow the procedures set forth in Attachment "E" for Deactivation of Assistance.
- 3.3 The Requesting Party shall provide the Assisting Party with a description of the work needed to address the Emergency, with the most urgent needs

for Assistance addressed first. If the request is not based on a lack of resources, such information must be stated in the request. The Assisting Party shall use its reasonable efforts to schedule the Assistance in accordance with the Requesting Party's request. However, the Assisting Party reserves the right to recall any and all personnel, material, Equipment, supplies, and/or tools at any time that the Assisting Party determines necessary for its own operations. Any Requesting Party for whom an Operator Qualification (OQ) Program and/or Drug and Alcohol Program under 49 CFR Parts 192 and 199 respectively, is required should pre-screen the other Parties to this Agreement to determine which Parties have compatible regulatory agency accepted programs and may therefore be contacted for assistance. Parties to this agreement agree to make their programs and related records available for review to assist in the pre-screening.

- 3.4 The Requesting Party will provide the name and contact information for the person(s) designated as the Mutual Assistance Liaison(s), the Operations Liaison(s) described in Section 3.18, and person(s) to be designated as supervisory personnel to accompany the crews and Equipment. The Assisting Party will provide the name(s) and contact information for the person(s) designated to be the Mutual Assistance Liaison and the Operations Liaison(s).
- 3.5 All Reasonable Costs and Expenses associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and deemed to have commenced when the Requesting Party officially authorizes the Assisting Party to proceed with Mobilization of the personnel and Equipment necessary to furnish Assistance, and shall be deemed to have terminated after Demobilization when the transportation of Assisting Party personnel and Equipment returns to the work headquarters, individual district office, or home (to which such personnel are assigned for personnel returning at other than regular working hours) is completed.

For the purposes of this Agreement, a Requesting Party shall be deemed to have authorized the Assisting Party to proceed with Mobilization when the Requesting Party signs and submits a formal request to the Assisting Party, in a form substantially similar to that included as Attachment "F". If written information cannot be furnished, a verbal confirmation will be acceptable, with a written confirmation to follow within 24 hours.

The Parties hereto agree that costs arising out of inquiries as to the availability of personnel, material, Equipment, supplies and/or tools or any other matter made by one party to another prior to the Requesting Party authorizing the Assisting Party to proceed with Mobilization, as set forth in this Section 3.5, will not be charged to the potentially Requesting Party.

- 3.6 For purposes of this Agreement, the term “Reasonable Costs or Expenses” shall be defined to mean those costs, expenses, charges, or outlays paid or incurred by an Assisting Party in any approved phase of rendering Assistance to a Requesting Party pursuant to the provisions of this Agreement. Reasonable Costs or Expenses shall be deemed to include those costs and/or expenses that are appropriate and not excessive; under the circumstances prevailing at the time the cost or expense is paid or incurred. Reasonable Costs or Expenses may include, but are not limited to, direct operating expenses such as wages, materials and supplies, transportation, fuel, utilities, housing or shelter, food, communications, and reasonable incidental expenses, as well as indirect expenses and overhead costs such as payroll additives, taxes, insurance, depreciation, and administrative and general expenses. Notwithstanding the above, any such Reasonable Costs or Expenses shall continue to be subject to the provisions of Section 5 of this Agreement regarding Audit and Arbitration.
- 3.7 The Assisting Party and Requesting Party shall mutually agree upon and make all arrangements for the preparation and actual Mobilization of personnel, material, Equipment, supplies and/or tools to the Requesting Party’s work area and the return (i.e. Demobilization) of such personnel, material, Equipment, supplies and/or tools to the Assisting Party’s work area. The Requesting Party shall be responsible for all Reasonable Costs or Expenses incurred by the Assisting Party for Mobilization and/or Demobilization, notwithstanding any early termination of such assistance by the Requesting Party.
- 3.8 Unless otherwise agreed upon in writing, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. The food and housing provided shall be subject to the approval of the supervisory personnel of the Assisting Party.
- 3.9 If requested by the Assisting Party, the Requesting Party, at its own cost, shall make or cause to be made all reasonable repairs to the Assisting Party’s Equipment, necessary to maintain such Equipment safe and operational, while the Equipment is in transit or being used in providing Assistance. However, the Requesting Party shall not be liable for cost of repair required by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.
- 3.10 Unless otherwise agreed the Requesting Party shall provide fuels and other supplies needed for operation of the Assisting Party’s vehicles and Equipment being used in providing Assistance.

- 3.11 Unless otherwise agreed to by the Parties, the Requesting Party shall provide field communications Equipment and instructions for the Assisting Party's use. The Assisting Party shall exercise due care in use of the Equipment and return the Equipment to the Requesting Party at the time of departure in like condition; provided, however, if repairs are necessary the Requesting Party will be financially responsible unless such repairs are necessitated by the gross negligence, bad faith or willful acts or misconduct of the Assisting Party.
- 3.12 Employees of the Assisting Party shall at all times continue to be employees of the Assisting Party, and such employees shall at no time and for no purpose be deemed to be employees of the Requesting Party.
- 3.13 Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party, shall continue to be those of the Assisting Party.
- 3.14 If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- 3.15 All time sheets, Equipment and work records pertaining to personnel, material, vehicles, Equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for invoicing and auditing purposes as provided in this Agreement.
- 3.16 No Party shall be deemed the employee, agent, representative, partner or the co-venturer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- 3.17 The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.
- 3.18 The Requesting Party and Assisting Party shall each provide an Operations Liaison to assist with operations, personnel and crew safety. These individuals shall be the link between the Parties and keep the crews apprised of safety, operational, and communication issues.
- 3.19 All work performed by the Parties under this Agreement shall conform to all applicable Laws and Good Utility Practices.
- 3.20 All workers performing work under this Agreement shall follow their own employer's established safety and other operation rules. Each Party will use its best reasonable effort to respect the safety and work practices of the

other Party, and will at all times cooperate in the interest of the safety of both Parties. Where it is not possible for both Parties to safely and independently follow their own safety and work practices, field personnel will discuss and mutually agree upon the safety and work practices for both Parties for the particular work at issue

4. PAYMENT

4.1 The Requesting Party shall reimburse the Assisting Party for all Reasonable Costs and Expenses that are appropriate and not excessive, under the circumstances prevailing at the time the cost or expense is paid or incurred by the Assisting Party as a result of furnishing Assistance. Such costs and expenses shall include, but not be limited to, the following:

- (a) Employees' wages and salaries for paid time spent in Requesting Party's service area and paid time during travel to and from such service area, plus the Assisting Party's standard payroll additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, administrative and general expenses, and other benefits imposed by applicable law or regulation.
- (b) Employee travel and living expenses (meals, lodging, and reasonable incidentals).
- (c) Cost of Equipment, materials, supplies and tools at daily or hourly rate, including their normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to replace or repair Equipment, materials, supplies, and tools (hereinafter collectively referred to as the "Equipment", which are expended, used, damaged, or stolen while the Equipment is being used in providing Assistance; provided, however, the Requesting Party's financial obligation under this Section 4.1 (c): (i) shall not apply to any damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible property insurance which applies to such damage or loss.
- (d) Cost of vehicles provided by Assisting Party for performing Assistance at daily or hourly rate, including normally applied overhead costs inclusive of taxes, insurance, depreciation, and administrative expenses. Cost to repair or replace vehicles which are damaged or stolen while the vehicles are used in providing

Assistance; provided, however, that Requesting Party's financial obligation under this Section 4.1 (d): (i) shall not apply to any damage or loss resulting from the gross negligence, bad faith or willful misconduct of the Assisting Party, and (ii) shall only apply in excess of, and not contribute with, any valid and collectible first-party physical damage insurance which applies to such loss.

- (e) Administrative and general costs which are properly allocable to the Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.
 - (f) Overtime costs incurred by the Assisting Party in their service territory as a result of Assistance provided to the Requesting Party.
- 4.2 Unless otherwise mutually agreed to, the Assisting Party shall invoice the Requesting Party at the address designated on Attachment "B" for all Reasonable Costs and Expenses of the Assisting Party in one invoice. If the Assistance extends beyond a thirty (30) day period, invoicing can occur monthly unless otherwise agreed upon in writing. The Assisting Party shall provide the invoice in substantially the form set forth in Attachment "G".
- 4.3 The Requesting Party shall pay such invoice in full within sixty (60) days of receipt of the invoice, and shall send payment to the Assisting Party at the address listed in Attachment "B" unless otherwise agreed to in writing.
- 4.4 Delinquent payment of invoices shall accrue interest at a rate of twelve percent (12%) per year prorated by days until such invoices are paid in full.

5. AUDIT AND ARBITRATION

- 5.1 A Requesting Party has the right to designate its own qualified employee representative(s) or its contracted representative(s) with a management/accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation relating to any invoice submitted to the Requesting Party pursuant to this Agreement.
- 5.2 A request for audit shall not affect the obligation of the Requesting Party to pay amounts due as required herein. Any such audit(s) shall be undertaken by the Requesting Party or its representative(s) upon notice to the Assisting Party at reasonable times in conformance with generally

accepted auditing standards. The Assisting Party agrees to reasonably cooperate with any such audit(s).

- 5.3 This right to audit shall extend for a period of two (2) years following the receipt by Requesting Party invoices for all Reasonable Costs and Expenses. The Assisting Party agrees to retain all necessary records/documentation for the said two-year period, and the entire length of this audit, in accordance with its normal business procedures.
- 5.4 The Assisting Party shall be notified by the Requesting Party, in writing, of any exception taken as a result of the audit. In the event of a disagreement between the Requesting Party and the Assisting Party over audit exceptions, the Parties agree to use good faith efforts to resolve their differences through negotiation.
- 5.5 If ninety (90) days or more have passed since the notice of audit exception was received by the Assisting Party, and the Parties have failed to resolve their differences, the Parties agree to submit any unresolved dispute to binding arbitration before an impartial member of an unaffiliated management/accounting firm. Arbitration shall be governed by the laws of the State of California. Each Party to an arbitration will bear its own costs, and the expenses of the arbitrator shall be shared equally by the Parties to the dispute.

6. TERM AND TERMINATION

- 6.1 This Agreement shall be effective on the date of execution by at least two Parties hereto and shall continue in effect indefinitely, except as otherwise provided herein. Any Party may withdraw its participation at any time after the effective date with thirty (30) days prior written notice to all other Parties.
- 6.2 As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement except the right to collect money owed to such Party, the obligation to pay amounts due to other Parties, and the rights and obligations pursuant to Section 5 and Section 7 of this Agreement.
- 6.3 Notwithstanding Section 12, additional parties may be added to the Agreement, without amendment, provided that thirty 30 days notice is given to all Parties and that any new Party agrees to be bound by the terms and conditions of this Agreement by executing a copy of the same which shall be deemed an original and constitute the same agreement executed by

the Parties. The addition or withdrawal of any Party to this Agreement shall not change the status of the Agreement among the remaining Parties.

7. LIABILITY

- 7.1 Except as otherwise specifically provided by Section 4.1 and Section 7.2 herein, to the extent permitted by law and without restricting the immunities of any Party, the Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.
- 7.2 Each Party shall bear the total cost of discharging all liability arising during the performance of Assistance by one Party to the other (including costs and expenses for reasonable attorneys' fees and other costs of defending, settling, or otherwise administering claims) which results from workers' compensation claims or employers' liability claims brought by its own employees. Each Party agrees to waive, on its own behalf, and on behalf of its insurers, any subrogation rights for benefits or compensation paid to such Party's employees for such claims.
- 7.3 In the event any claim or demand is made, or suit or action is filed, against the Assisting Party, alleging liability for which the Requesting Party shall indemnify and hold harmless the Assisting Party, Assisting Party shall notify the Requesting Party thereof, and the Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. However, Requesting Party shall consult with Assisting Party during the pendency of all such claims or demands, and shall advise Assisting Party of Requesting Party's intent to settle any such claim or demand. The Party requesting indemnification should notify the other Party in writing of that request.
- 7.4 The Equipment which the Assisting Party shall provide to the Requesting Party pursuant to Section 3 above, is accepted by the Requesting Party in an "as is" condition, and the Assisting Party makes no representations or warranties as to the condition, suitability for use, freedom from defect or otherwise of such Equipment. Requesting Party shall utilize the Equipment at its own risk. Requesting Party shall, at its sole cost and expense, defend, indemnify and hold harmless Assisting Party, its

directors, officers, agents, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, arising out of the utilization of the Equipment by or for the Requesting Party, or its employees, agents, or representatives, unless such death, injury, or damage is caused by the gross negligence, bad faith or willful misconduct of the Assisting Party.

7.5 No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.

7.6 Nothing in Section 7, Liability, or elsewhere in this Agreement, shall be construed to make the Requesting Party liable to the Assisting Party for any liability for death, injury, or property damage arising out of the ownership, use, or maintenance of any watercraft (over 17 feet in length) or aircraft which is supplied by or provided by the Assisting Party. It shall be the responsibility of the Assisting Party to carry liability and hull insurance on such aircraft and watercraft as it sees fit. Also, during periods of operation of watercraft (over 17 feet in length) or aircraft in a situation covered by this Agreement, the Party which is the owner/lessee of such aircraft or watercraft shall use its best efforts to have the other Parties to this Agreement named as additional insures on such liability coverage.

8. GOVERNING LAW

This Agreement shall be interpreted, governed and construed by and under the laws of the State of California as if executed and to be performed wholly within the State of California.

9. AUTHORIZED REPRESENTATIVE

The Parties shall, within thirty 30 days following execution of this Agreement, appoint Authorized Representatives and Alternate Authorized Representatives, and exchange all such information as provided in Attachment "B". Such information shall be updated by each Party prior to January 1st of each year that this Agreement remains in effect, or within 30 days of any change in Authorized Representative or Alternate Representative.

The Authorized Representatives or the Alternate Authorized Representatives shall have the authority to request and provide Assistance.

10. ASSIGNMENT OF AGREEMENT

No Party may assign this Agreement, or any interest herein, to a third party, without the written consent of the other Parties.

11. WAIVERS OF AGREEMENT

Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of such Parties to thereafter enforce each and every provision. This Agreement may not be altered or amended, except by a written document signed by all Parties.

12. ENTIRE AGREEMENT

This Agreement and the Exhibits referenced in or attached to this Agreement constitute the entire agreement between the Parties concerning the subject matter of the Agreement. It supersedes and takes the place of all conversations the Parties may have had, or documents the Parties may have exchanged, with regard to the subject matter, including the Prior Agreement.

13. AMENDMENT

No changes to this Agreement other than the addition of new Parties shall be effective unless such changes are made by an amendment in writing, signed by each of the Parties hereto. A new Party may be added to this Agreement upon the giving of 30 days notice to the existing Parties and upon the new Party's signing a copy of this Agreement as in effect upon the date the new Party agrees to be bound by each and every one of the Agreement's terms and conditions.

14. NOTICES

All communications between the Parties relating to the provisions of this Agreement shall be addressed to the Authorized Representatives of the Parties, or in their absence, to the Alternate Authorized Representative as identified in Attachment "B". Communications shall be in writing, and shall be deemed given

if made or sent by e-mail with confirmation of receipt by reply email, confirmed fax, personal delivery, or registered or certified mail postage prepaid. Each Party reserves the right to change the names of those individuals identified in Attachment “B” applicable to that Party, and shall notify each of the other Parties of such change in writing. All Parties shall keep the California Utilities Emergency Association informed of the information contained in Attachment “B” and reply to all reasonable requests of such association for information regarding the administration of this Agreement.

15. GENERAL AUTHORITY

Each Party hereby represents and warrants to the other Parties that as of the date this Agreement is executed by the Parties: (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part and it has duly and validly executed and delivered this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate its charter, by-laws or any law or regulation by which it is bound or governed, and (iii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization of creditors’ rights generally and by general equitable principles.

16. ATTACHMENTS

The following attachments to this Agreement are incorporated herein by this reference:

Attachment A Parties to the Agreement;

Attachment B Names and Address of Authorized Representative(s)/Invoicing;

Attachment C Custodianship of Agreement;

Attachment D Procedures for Requesting and Providing Assistance;

Attachment E Procedures for Deactivation of Assistance;

Attachment F Request for Assistance Letter;

Attachment G Invoice.

16. SIGNATURE CLAUSE

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the dates set forth below.

Company Name: _____

Signature of Officer: _____

Title of Officer: _____

Date Executed: _____

ATTACHMENT A

March 2014

Parties to the Mutual Assistance Agreement (Electric and Natural Gas) Among Members of the California Utilities Emergency Association

- **Alameda Municipal Power – Dept of City of Alameda (2011)**
Girish Balachandran
- **Anaheim Public Utilities Department (2007)**
Dennis Schmidt
- **Anza Electric Cooperative, Inc (2013)**
Eli Higgins
- **Azusa Light & Water (2009)**
Frederico Langit
- **Bear Valley Electric Service (2012)**
Harry Scarborough
- **Burbank Water and Power (2010)**
Jorge Somoano
- **Colton Public Utilities (2011)**
Tim
- **Glendale Water and Power (2011)**
Ramon Abueg
- **City of Healdsburg Electric Department (2011)**
Todd Woolman

- **Hercules Municipal Utility (2012)**
Bob Streich
- **Imperial Irrigation District (2012)**
Gary Hatfield
- **Lassen Municipal Utility District (2011)**
David Folce
- **Lathrop Irrigation District (2013)**
Glenn Reddick
- **Liberty Energy (2011)**
Phillip Carrillo
- **City of Lompoc (2010)**
Ronald Stassi
- **City of Long Beach (2010)**
Stephen Bateman
- **Los Angeles Department of Water and Power (2011)**
Jay Puklavetz
- **Modesto Irrigation District (2011)**
Ed Franciosa
- **City of Moreno Valley Electric Utility (2013)**
Jeannette Olko
- **Pacific Gas & Electric Company (2012)**
Angie Gibson

- **Pacific Power, a division of PacifiCorp (2010)**
Debbie Guerra
- **City of Palo Alto (2010)**
Dean Batchelor
- **Pasadena Water and Power: Power Delivery (2009)**
Joe Awad
- **Pittsburg Power Company dba Island Energy (2012)**
Peter Guadagni
- **Plumas-Sierra Rural Electric Cooperative (2011)**
Jason Harston
- **Rancho Cucamonga Municipal Utility (2013)**
Fred Lyn
- **City of Redding – Redding Electric Utility (2009)**
Brian King
- **City of Riverside (2012)**
Ron Cox
- **City of Roseville – Roseville Electric (2010)**
David Brown
- **Sacramento Municipal Utility District (2011)**
Selby Mohr
- **San Diego Gas & Electric Company (2011)**
Ken Fussell
- **San Francisco Public Utilities Commission (2011)**
Mary Ellen Carroll

- **City of Shasta Lake (2011)**
Tom Miller
- **Silicon Valley Power, Electric Utility of City of Santa Clara (2011)**
Paul Foster
- **Southern California Edison Company (2011)**
Nancy Sacre
- **Southern California Gas Company (2013)**
Paul Smith
- **Southwest Gas Company (2011)**
Bill Chunn
- **Truckee-Donner Public Utility District (2011)**
Jim Wilson
- **Turlock Irrigation District**
Larry Gilbertson
- **City of Ukiah (2011)**
Colin Murphey
- **City of Vernon Light & Power (2013)**
Carlos Fandino Jr.

ATTACHMENT B

Names and Address of Authorized Representative(s)/Invoicing

Date _____
Name of Utility _____
Mailing Address _____
City, State, Zip _____

Individuals to Call for Emergency Assistance:

AUTHORIZED REPRESENTATIVE

Name _____
Title _____ Address _____
E-Mail _____ Pager No. _____
Day Phone _____ Night Phone _____
FAX _____ Cellular Phone _____

ALTERNATE AUTHORIZED REPRESENTATIVE

Name _____
Title _____ Address _____
E-Mail _____ Pager No. _____
Day Phone _____ Night Phone _____
FAX _____ Cellular Phone _____

DISPATCH CENTER WITH 24-HOUR TELEPHONE ANSWERING

Name _____
Title _____
Address _____
Phone _____ Radio Frequency _____
FAX _____

INVOICING/PAYMENT ADDRESS

Name of Utility _____
Department of Utility _____
Invoicing/Payment Address _____
City, State, Zip _____
Telephone No. _____
FAX _____

ATTACHMENT C

Custodianship of Agreement

Responsibilities of the California Utilities Emergency Association's Mutual Assistance Agreement (Electric) Custodian are:

- A. Request all Parties provide an annual update of the Authorized Representative and Alternate Authorized Representative, as identified in Attachment "B", no later than December 15 of each year.
- B. Distribute annual update of Attachment "B" no later than January 15 of each year.
- C. Coordinate and facilitate meetings of the parties to the Agreement, as necessary, to include an after action review of recent mutual assistance activations and document changes requested by any party to the Agreement. An annual meeting will also be held to review general mutual assistance issues.
- D. Assist and guide utilities interested in becoming a party to the Agreement by providing a copy of the existing Agreement for their review and signature.
- E. Facilitate any necessary reviews of the Agreement.

ATTACHMENT D

Procedures for Requesting and Providing Assistance

- A. The Requesting Party shall include the following information, as available in its request for Assistance:
 - A.1 A brief description of the Emergency creating the need for the Assistance;
 - A.2 A general description of the damage sustained by the Requesting Party, including the part of the electrical or natural gas system, e.g., generation, transmission, substation, or distribution, affected by the Emergency;
 - A.3 The number and type of personnel, Equipment, materials and supplies needed;
 - A.4 A reasonable estimate of the length of time that the Assistance will be needed;
 - A.5 The name of individuals employed by the Requesting Party who will coordinate the Assistance;
 - A.6 A specific time and place for the designated representative of the Requesting Party to meet the personnel and Equipment being provided by the Assisting Party;
 - A.7 Type of fuel available (gasoline, propane or diesel) to operate Equipment;
 - A.8 Availability of food and lodging for personnel provided by the Assisting Party; and
 - A.9 Current weather conditions and weather forecast for the following twenty-four hours or longer.

- B. The Assisting Party, in response to a request for Assistance, shall provide the following information, as available, to the Requesting Party:
 - B.1 The name(s) of designated representative(s) to be available to coordinate Assistance;
 - B.2 The number and type of crews and Equipment available to be furnished;
 - B.3 Materials available to be furnished;
 - B.4 An estimate of the length of time that personnel and Equipment will be available;
 - B.5 The name of the person(s) to be designated as supervisory personnel to accompany the crews and Equipment; and
 - B.6 When and where Assistance will be provided, giving consideration to the request set forth in section A.6. above.

ATTACHMENT E

Procedures for Deactivation of Assistance

- A. The Requesting Party shall, as appropriate, include the following in their Deactivation:
 - A.1 Number of crews returning and, if not all crews are returning, expected return date of remaining crews.
 - A.2 Notification to the Assisting Party of the time crews will be departing.
 - A.3 Information on whether crews have been rested prior to their release or status of crew rest periods.
 - A.4 Current weather and travel conditions along with suggested routing for the Assisting Party's return.

- B. The Assisting Party shall, as appropriate, include the following in their Deactivation:
 - B.1 Return of any Equipment, material, or supplies, provided by the Requesting Party.
 - B.2 Provide any information that may be of value to the Requesting Party in their critique of response efforts.
 - B.3 Estimation as to when invoice will be available.
 - B.4 Invoice to include detail under headings such as labor charges (including hours) by normal time and overtime, payroll taxes, overheads, material, vehicle costs, fuel costs, Equipment rental, telephone charges, administrative costs, employee expenses, and any other significant costs incurred.
 - B.5 Retention of documentation as specified in Section 5.3 of the Mutual Assistance Agreement.
 - B.6 Confirmation that all information pertaining to the building, modification, or other corrective actions taken by the Assisting Party have been appropriately communicated to the Requesting Party.

ATTACHMENT F

Letter Requesting Assistance

Date

Assisting Party Name

Assisting Party Address

In recognition of the personnel, material, Equipment, supplies and/or tools being sent to us by [name of Assisting Party] in response to a request for mutual assistance made by [Requesting Party] on [date of request], we agree to be bound by the principles noted in the California Utilities Emergency Association Mutual Assistance Agreement (Electric and Natural Gas).

(Brief Statement of Assistance Required)

[Requesting Party Name]

[Authorized Representative of Requesting Party].

[Signature of Authorized Representative of Requesting Party]

ATTACHMENT G

SUPPLEMENTAL INVOICE INFORMATION

Sections 4 and 5 of this Mutual Assistance Agreement provide for the accumulation of costs incurred by the Assisting Party to be billed to the Requesting Party for Assistance provided. Each utility company has their own accounts receivable or other business enterprise system that generates their billing invoices. Generally these invoices do not provide for a breakdown of costs that delineate labor hours, transportation costs, or other expenses incurred in travel to and from the Assistance, or the subsequent repair of equipment that may be necessary.

This attachment provides guidelines, format and explanations of the types of cost breakdown, and supportive information and documentation that are important to accompany the invoice for providing of mutual assistance. It is intended to provide sufficient information to the Requesting Party at the time of invoice to minimize an exchange of detail information requests that may delay the payment of the invoice.

This information in no way eliminates the requesting Party's ability to audit the information or request additional cost detail or documentation.

Supplemental Invoice Information is a recommendation and not a requirement.

The form is available electronically from the Agreement Custodian.



**CUEA MUTUAL ASSISTANCE AGREEMENT
(ELECTRIC – NATURAL GAS)
SUPPLEMENTAL INVOICE INFORMATION**

This supplemental invoice information detail is submitted pursuant to Sections 4.0 and 5.0 of the CUEA, Mutual Assistance Agreement for Electric and Natural Gas, for assistance provided. (RP = Requesting Party, AP = Assisting Party)

AP Invoice Date: _____	RP Purchase Order # 1 _____
AP Invoice #: _____	RP Reference or W/O# 2 _____
Bill To: 3 (Requesting Party) Address: _____ _____	Remit To: 4 (Assisting Party) Address: _____ _____
Phone: _____	Phone: _____
Attention: 5 _____	Attention: 6 _____
Name or Description of Event: _____	
Location of Assistance or Event: _____	
Assistance / Billing Period: _____	From: 7 _____ To: 8 _____
Date Assistance Accepted: _____	
Date Demobilization Complete: _____	

LABOR 1: Employee Wages and Salary while at RP Service Area **9**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 1 Subtotal: _____

LABOR 2: Employee Wages and Salary while traveling to and from RP Service Area **10**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 2 Subtotal: _____

LABOR 3: Employee Wages and Salary of service and support personnel not traveling to RP Service Area **11**

Labor:	Hours	Wages	Additives	
Straight Time, Overtime and Premiums:	_____	_____	_____	LABOR 3 Subtotal: _____

LABOR 4: Overtime Wages and Salary Incurred in AP Service Area as a Result of Assistance **12**

Labor:	Hours	Wages	Additives	
Overtime and Premiums:	_____	_____	_____	LABOR 4 Subtotal: _____

LABOR TOTAL **TOTAL Wages, Salaries and Payroll Additives:** _____

MATERIALS: Cost of materials, supplies, tools, and repair or replacement of non-fleet equipment used in assistance **13**

MATERIALS TOTAL **TOTAL Materials, Equipment, etc. and Additives:** _____

TRANSPORTATION: Cost of vehicles and equipment including parts and repairs and Additives (No Wages)

Fleet Costs: (Hourly or Use Charge for vehicles and equipment and Additives) **14** _____

Repair Costs: (Cost of repair or replacement of vehicles and equipment, excluding labor) **15** _____

TRANSPORTATION TOTAL **TOTAL Vehicles, Equipment, etc. and Additives:** _____

EXPENSE: Cost of transporting employees and equipment, to and from RP's Service area, and living expenses not provided by RP.

Transportation Expense: Cost to transport vehicles and equipment (fleet) to and from RP Service Area **16** _____

Travel Expense: Cost to transport personnel, airfare etc., (non-fleet equip/tools) to and from RP Service Area **17** _____

Living Expense: Cost of meals, lodging and incidentals not provided by RP or incurred during travel **18** _____

Meals: _____ Lodging: _____ Incidentals: _____

EXPENSE TOTAL **TOTAL Transportation, Travel and Living and Additives:** _____

ADMINISTRATIVE & GENERAL COSTS: Cost properly allocable to the Assistance and not charged in above sections **19**

ADMINISTRATIVE & GENERAL TOTAL

TOTAL Administrative & General: _____
=====

All costs and expenses of Assisting Company are summarized in this Invoice.

Pay This Amount: _____
=====

(A Form W-9, Request for Taxpayer Identification Number and Certification, has been included with this invoice.) **20**

Instructions and Explanations

This information provides a breakdown of costs incurred in the providing of assistance, and is intended to provide sufficient details to allow Requesting Party to expedite payment by minimizing requests for detailed information. This detailed breakdown, and supportive documentation, should supplement the remittance invoice normally generated by the utility's business enterprise or accounts receivable systems.

Reference Section Explanations: (Numbers correspond to sections on preceding supplemental invoice page(s).)
(Information in parentheses and italics are references to the related section of the CUEA MAA)

- 1** If Requesting Company has designated a Purchase Order to be used for this remittance, provide the PO number in this space.
- 2** If Requesting Company has designated a Work Order or Tracking number to be used for this remittance, provide the number here.
- 3** This "Bill To" address is designated by the Requesting Party and may be the same as the Billing / Payment Address as it appears on the Assisting Company's "Attachment B" of the Agreement. *(Sec. 4.2)*
- 4** This "Remittance Address" is the address specified on the Assisting Company's Primary Invoice.
- 5** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Requesting Party's designated Mutual Assistance Coordinator.
- 6** The person identified in Billing / Payment section of Requesting Party's "Attachment B", or Authorized Representative, or the Assisting Party's designated Mutual Assistance Coordinator.
- 7** The date the assistance was agreed to commence. *(Sec. 3.2)*
- 8** The date the assistance demobilization is complete. *(Sec. 3.7) (Note: subsequent repair or replacement costs incurred by the AP may be realized and billed past this date, as noticed by the AP to the RP in writing.)*
- 9** Labor 1: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time worked in the Requesting Party's service area, and does NOT include time or pay for travel to, or from, the Requesting Party's service area. Labor 1 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) *(Sec. 4.1(a))*
- 10** Labor 2: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for travel to, or from, the Requesting Party's service area, and does NOT include time worked in RP's service area. Labor 2 total includes all employees, management and supervision, that physically traveled to the Requesting Party's service area. (The numbers are reported as totals for Hours, Wages, and

Additives (premiums and additives reported in same total). Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (*Sec. 4.1(b)*)

- 11** Labor 3: This total includes all hourly wages, including straight time, overtime, premium pay and payroll additives that are the normal payroll of the Assisting Party. This is for time or pay for employees, management, or supervision that is directly attributed to the assistance, but did NOT travel to the Requesting Party's service area. Labor 3 total may include support services in the Assisting party's own service area such as warehouse, fleet, Assistance Liaisons, administrative and coordination personnel. (The numbers are reported as totals for Hours, Wages, and Additives (premiums and additives reported in same total). (Supportive information such as time sheets, or spreadsheets, that break down the totals reported, is strongly recommended.) (Sec. 4.1)
- 12** Labor 4: This total includes only overtime pay and additives that are incurred by the Assisting Party for emergency response in the Assisting Party's service area, that is directly attributable to the providing of assistance. This total requires detailed support information and explanation provided to the Requesting Party prior to the inclusion of costs for assistance. (Sec. 4.1 (f))
- 13** Materials: This total includes all non-fleet equipment, tools and supplies, provided by Assisting Party's warehouse or other supplier that was used, consumed, or has normally applied overhead costs or depreciation, as outlined in the agreement. (Sec. 4.1 (c))
- 14** Transportation: This total includes the hourly or use charge of vehicles and equipment, and normally applies overheads and additives, for all vehicles and equipment used in the providing of assistance. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 15** Transportation: This total includes cost of repair or replacement of vehicles or equipment used in the providing of assistance, by AP, dealer service, or contracted repairs, including all normally applies overheads and additives. These are direct "Fleet" costs excluding labor, which is included in Labor totals. (Sec. 4.1 (d))
- 16** Transportation Expense: This total includes only the incurred costs of transporting, by contractor or entity other than the AP or RP, the fleet vehicles and equipment to RP's service area, and return to AP's home base. (Supportive information such as contract carrier's invoice or trip tickets is recommended.)
- 17** Travel Expense: These include all costs incurred by AP for the transportation of personnel to and from the RP's service area. These include airfare, cab fare, rental vehicles, or any other transportation not provided by the RP. It also included the transportation or shipping costs of non-fleet tools or equipment to and from the RP's service area. (Sec. 4.1)
- 18** Living Expense: This includes all meals, lodging, and incidentals incurred during travel to and from RP's service area. It includes any of these costs incurred while working in the RP's service area that were not provided by the RP. (Sec. 4.1(b))
- 19** Administrative and General Costs: This includes all costs that are allocable to the Assistance, to the extent that they are not included in all the foregoing costs identified in this invoice. (Sec. 4.1(e))

20 Form W-9, Tax Identification and Certification: This standard tax form should be completed and accompany this form, unless such information has been previously transmitted to the Requesting Company.

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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 A. Ansari, Public Works Director/City Engineer

AGENDA DATE: April 8, 2014

TITLE: 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

RECOMMENDED ACTION

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 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.

SUMMARY

This report recommends approval of a reimbursement Agreement for \$1,629,676 in TUMF Program funds from WRCOG for construction, and approval of any changes that may be requested by WRCOG or the City, subject to the approval of the City Attorney, authorizes the City Manager to execute the Agreement, appropriates funds for the Construction Phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A") to San Michele Road, and amends the Fiscal Year 2013/2014 Adopted CIP to reflect the TUMF Program Funding.

DISCUSSION

The City submitted a project request to WRCOG for TUMF funding for the construction phase of the Heacock Street Improvements from Perris Valley Storm Drain (Lateral "A"), to San Michele Road as part of the 2014 Annual 5-year Transportation Improvement Program (TIP) update. The Central Zone 5-year Transportation Improvement Program Amendment for 2014/2015, approved by WRCOG on January 6, 2014, included a funding allocation for the construction phase to widen Heacock Street to four (4) lanes.

In the existing condition, Heacock Street from Perris Valley Storm Drain (Lateral "A") to San Michele Road varies from two (2) to four (4) lanes with a continuous striped left turn lane.

The project consists of completing the missing segment gaps of Heacock Street for the full 4,700 linear feet. Upon completion, Heacock Street will be four (4) lanes with a continuous left turn lane from Perris Valley Storm Drain (Lateral "A") to San Michele Road.

The Project scope of work includes project/construction management and administration, inspection, construction engineering including but not limited to: plans & specification modifications, as-built plans, survey and soils/geotechnical; and street improvement construction to include but not be limited to: grading, curb, gutter, sidewalk, paving, paving transitions, street striping, signage, the necessary drainage facilities, infrastructure/improvement appurtenances.

The need for improvement of Heacock Street from a two-lane to a four-lane arterial will be critical as the surrounding industrial area develops and traffic increases. The widening improvements will also be critical to March Air Reserve Base (MARB) emergency response and access just south of the Heacock Bridge.

Staff is requesting the City Council approve the TUMF Program Agreement from WRCOG, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, and authorize the City Manager to execute the Agreement, subject to approval by the City Attorney, to appropriate the funds, and to amend the Fiscal Year 2013/2-14 Adopted CIP to include the funding per the approved Agreement.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will secure funding for the timely construction of the Heacock Street Improvements from Perris Valley Storm Drain to San Michele Road, to serve anticipated future traffic demand.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in the loss of \$1,629,676 in TUMF funds, delay the timely construction of the Project and not allow for the anticipated demand for the improvement of infrastructure within the area.*

FISCAL IMPACT

Upon City Council approval, the Fiscal Year 2013/2014 CIP Budget will be revised to include the approved TUMF funding for the Heacock Street Improvements from Perris Valley Storm Drain to San Michele Road.

WRCOG will provide for reimbursement of up to \$1,629,676. The City will appropriate the \$1,629,676 as revenue and expense in the TUMF Capital Projects fund (Fund 3003). The City will also appropriate \$100,000 as expense in the Measure A fund (Fund 2001) to cover miscellaneous expenses not reimbursable by TUMF Program funding. **There is no impact to the General Fund.**

Proposed Appropriation for Fiscal Year 2013/2014:

Category	Fund	Project Number (PN) GL Account (GL)	Type	Original Budget	Proposed Adjustment	Revised Budget
CIP	TUMF Capital Projects (3003)	GL – 3003-99-99-93003-483010	Rev	\$5,300,000	\$1,629,676	\$6,929,676
CIP	TUMF Capital Projects (3003)	GL – 3003-70-77-80001-720199 PN – 801-0027-70-77-3003-99	Exp	\$9,050,355	\$1,629,676 \$1,629,676	\$10,680,031 \$1,629,676
CIP	Measure A (2001)	GL – 2001-70-77-80001-720199 PN – 801-0027-70-77-2001-99	Exp	\$11,706,776	\$100,000 \$100,000	\$11,806,776 \$100,000

PROPOSED PROJECT BUDGET:

TUMF Capital Projects Appropriation (Account No. 3003-70-77-80001) (Project No. 801 0027 70 77-3003).....	\$1,630,000
Measure A Appropriation (Account No. 2001-70-77-80001) (Project No. 801 0027 70 77-2001).....	<u>\$100,000</u>
Total	\$1,730,000

ESTIMATED PROJECT COSTS:

Construction	<u>\$1,730,000</u>
Total	\$1,730,000

ANTICIPATED PROJECT SCHEDULE:

Execution of Agreement by WRCOG	June 2014
Complete Plan Updates	July/ August 2014
Advertise Project	August 2014
Bid and Award	September/October 2014
Construction	November 2014 - October 2015

CITY COUNCIL GOALS

ADVOCACY:

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

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 FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

ATTACHMENTS

Attachment 1: TUMF Program Agreement to Reimburse TUMF Funds for Heacock Street Widening Perris Valley Storm Drain to San Michele

Prepared By:
Guy Pegan, P.E.
Senior Engineer

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

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

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS**

**HEACOCK STREET WIDENING BETWEEN PERRIS VALLEY DRAIN AND SAN
MICHELE ROAD**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Moreno Valley, a California municipal corporation. WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Heacock Street Widening Project (Perris Valley Drain to San Michele Road)** (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Six Hundred Thirty Seven Thousand Two Hundred Two Dollars (\$1,637,202)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG

to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment

schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Ahmad Ansari, Public Works Director**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.
 (a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this

Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Moreno Valley
14117 Frederick Street
PO Box 88005
Attention: Ahmad Ansari, Public Works Director
Telephone: (951) 413-3100

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Ruthanne Taylor Berger, Deputy Executive Director
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF MORENO VALLEY

By: _____
Rick Bishop, Executive Director
Executive Director

By: _____
City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Suzanne Bryant
City Attorney

Attest:

By: _____
Jane Halstead
City Clerk

EXHIBIT “A”**SCOPE OF WORK**

In the existing condition, Heacock Street Improvements from the north side of Perris Valley Storm Drain (Lateral “A”) to San Michele Road (0.890 ml.) varies from two (2) to four (4) lane wide street with a continuous left turn lane.

The project consists of completing the segments of Heacock Street from 2 to 4 lanes for the full 4,700 linear feet (0.890 miles). Upon completion Heacock Street will be four (4) lanes from the north side of Perris Valley Storm Drain (Lateral “A”) to San Michele Road plus a continuous left turn lane (hereinafter the Project”).

The Project scope of work includes project/construction management and administration, inspection, construction engineering including but not limited to: plans & specification modifications, as-built plans, survey and soils/geotechnical costs; and street improvement construction to include but not be limited to: grading, curb, gutter, sidewalk, paving, paving transitions, street striping, signage, the necessary drainage facilities, infrastructure/improvement appurtenances; and road widening and bridge improvements constructed in Fiscal Year 2012/2013 over Perris Valley Storm Drain (Lateral “A”); and inclusive of those eligible project costs as described in the original TUMF Program Agreement, Section 3.

EXHIBIT "A-1"**ESTIMATE OF COST****Per January 2014 Adopted TIP FY 14-15**

PHASE	TUMF	LOCAL	TOTAL
PA&ED			
ENG			
ROW			
CON	\$1,329,676.00		\$1,329,676.00
TOTAL COST	\$1,329,676.00		\$1,329,676.00

Per January 2014 Adopted TIP FY 15-16

PHASE	TUMF	LOCAL	TOTAL
PA&ED			
ENG			
ROW			
CON	\$300,000.00		\$300,000.00
TOTAL COST	\$300,000.00		\$300,000.00

EXHIBIT "A-2"
PROJECT SCHEDULE

PHASE	START DATE	COMPLETION DATE
PA&ED		
ENG		
ROW		
CON	November 2014	October 2015

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

**EXHIBIT “B-1”
[Sample for Professional Services]**

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
 (sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<u>[__ insert charges __]</u>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	<u>\$0,000,000.00</u>
---------------------------------	------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

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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: Abdul Ahmad, Fire Chief

AGENDA DATE: April 8, 2014

TITLE: 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

RECOMMENDED ACTION

Recommendation:

1. 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.

SUMMARY

This report recommends City Council adopt the proposed Resolution 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.

DISCUSSION

The Moreno Valley Fire Department Office of Emergency Management and Volunteer Services Program coordinates the City's volunteer program. Volunteers who work with the elderly, children, or animals are required by state law to complete a Live Scan fingerprint process which only checks for felony and misdemeanor convictions in the

State of California. Recognizing that numerous people have relocated to the area from out of state, the Fire Department finds it essential to expand the Live Scan fingerprint process to include a federal summary level criminal history clearance which would then check other states for felony and misdemeanor convictions.

Previously, people who wished to volunteer for the City of Moreno Valley completed a volunteer application and self-disclosed any felony conviction. If the position did not require the applicant to work with the elderly, children, or animals, then the information provided by the applicant had traditionally been assumed to be accurate and all inclusive. Effective November 2013, the Fire Department now requires all volunteer applicants to complete the state Live Scan process in order to verify the information provided by the applicant is accurate.

The City of Moreno Valley is required to enter into an agreement with the Federal Bureau of Investigation in order to grant authority to obtain federal summary criminal history information to the custodian of records within the Fire Department. The proposed Resolution will meet that requirement. Should a felony conviction or misdemeanor conviction involving moral turpitude be uncovered through the Live Scan process, and it was not disclosed on the application, the volunteer application will automatically be declined. If the applicant disclosed the information on their application, the Fire Department will follow the procedure set forth in Section 4.80 of the City's Personnel Rules and Regulations.

The expansion to the federal summary criminal history information will apply to all volunteer applicants for positions within the Fire Department. This will not be mandatory for other City Departments; however, the option to have that level of criminal history information obtained will be available to them through a request to Office of Emergency Management and Volunteer Services Program staff. This data is also accessible to the City's Human Resources department to support the pre-employment background process.

ALTERNATIVES

1. Adopt the proposed Resolution 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. *Staff recommends this alternative as it will provide for a broader criminal history check on all volunteer applicants.*
2. Decline to adopt the proposed Resolution 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. *Staff does not recommend this alternative as current criminal history information is only obtained at the local and state levels.*

FISCAL IMPACT

For each Live Scan submitted to the State Department of Justice, the City is billed \$32.00. This fee is paid by the Department, Division, or Program Area that the applicant has applied to and is part of the City’s budget process. This fee will increase by \$17.00 in order to include the federal summary criminal history information for the Fire Department. Over the last six months, the Fire Department has run six federal criminal history information checks, totaling \$102.00. It is anticipated that the Federal Bureau of Investigation fee will remain around \$200 a year so no budget increase is necessary to cover this cost.

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.

NOTIFICATION

N/A

ATTACHMENTS

Attachment 1 – Proposed Resolution

Prepared By:
Robin Wetmore
Executive Assistant

Department Head Approval:
Abdul R. Ahmad
Fire Chief

Concurred By:
Alia Rodriguez
Office of Emergency Management and Volunteer Service Program Manager

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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 LEVEL SUMMARY CRIMINAL HISTORY INFORMATION

WHEREAS, Penal Code Sections 11105 (b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that the city, board of supervisors, governing body of a city, county or district or joint powers authority to specifically authorize access to summary criminal history information for employment (including volunteers and contract employees), and may not disseminate the information to a private entity.

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

That certain staff within the City of Moreno Valley Fire Department, as determined by the Fire Chief, are hereby authorized to access federal level summary criminal history information for employment (including volunteers and contract employees), and may not disseminate the information to a private entity.

1
Resolution No. 2014-29
Date Adopted: April 8, 2014

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2014-29²
Date Adopted: April 8, 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. 2014-29 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th day of April, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

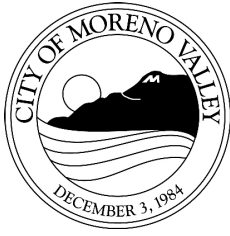
(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2014-29³
Date Adopted: April 8, 2014

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: April 8, 2014

TITLE: ACCEPTANCE OF THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE (MSRC) CLEAN TRANSPORTATION FUNDING PROGRAM AWARD

RECOMMENDED ACTION

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:
 - a. \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper.
 - b. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs.
 - c. \$15,000 in the Electric-Restricted Fund (Fund 6011) for electric vehicle charging infrastructure.

5. Authorize the following expenditure appropriations:
 - a. \$30,000 in the Measure A Fund (Fund 2001) for the purchase of a CNG (compressed natural gas) street sweeper
 - b. \$60,000 in the Capital Projects Reimbursements (Fund 3008) for bicycle programs
 - c. \$15,000 in the Electric-Restricted Assets Fund (Fund 6011) for the electric vehicle charging infrastructure grant award
 - d. \$15,000 in the Electric-Restricted Assets Fund (Fund 6011) for the electric vehicle charging infrastructure local match

SUMMARY

On January 23, 2014, the City was notified by Clean Transportation Funding from the MSRC of the approval of a funding award in the amount of \$105,000.00. The City of Moreno Valley Public Works Department will utilize this funding award to help meet clean air obligations under the SCAQMD Fleet Rules and fund effective air pollution reduction projects. The grant provides partial funding for the procurement of a natural gas street sweeper, bike lane improvements, and electric vehicle charging stations.

DISCUSSION

The Local Government Match Program offers to co-fund clean air projects implemented by cities and counties that utilize the Motor Vehicle Registration Fee Subvention Funds, commonly referred to as “AB 2766 Subvention Funds.” The MSRC, using its Discretionary Funds, will contribute matching funds towards qualifying projects. All cities and counties within the jurisdiction of the SCAQMD who receive AB 2766 Subvention Funds are eligible to participate in this Program. The primary goal of the Match Program is to assist local governments in leveraging their AB 2766 Subvention Funds to implement timely, effective air pollution reduction projects, although matching funds from other sources are allowed in some cases. Per the provisions of the Match Program, the City is required to use its own funds to implement the projects and then receive reimbursement at the end of the contract. As previously identified, these grant funds will be utilized for three key elements, the details and benefits of which are described below.

The procurement of a CNG street sweeper will add another alternative fuel vehicle to the City’s fleet, ensure compliance with SCAMD Fleet Rules, and provide for more environmentally sustainable street sweeping operations.

The Bike Lane Improvement project will increase ridership and enhance safety for bicyclists through an expanded network. The project includes a total of 11.1 miles of Class II bike lane improvements at various locations along Alessandro Boulevard, Cactus Avenue, Heacock Street, Ironwood Avenue, Sunnymead Boulevard, Kitching Street, Krameria Avenue, Towngate Boulevard, and Eucalyptus Avenue. Additionally,

there will be shared lane markings (“Sharrows”) installed on Bay Avenue and Indian Street, and ten bicycle racks installed at various locations in front of businesses along Sunnymead Boulevard. The project is anticipated to be completed by May 2015.

The Electric Vehicle Charging Infrastructure project includes the installation of two pedestal style EVSE (Electric Vehicle Support Equipment) units in the parking lot of the Moreno Valley City Hall. MVU plans on expanding this installation to include a solar carport and battery energy storage as a demonstration project for renewable energy and energy storage. All electric vehicle charging units will be connected to the Moreno Valley Electric Utility (MVU) electric infrastructure.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to receive MSRC funding to procure a natural gas vehicle and implement effective air pollution reduction projects.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prohibit the City from receiving MSRC funding to procure a natural gas vehicle and implement effective air pollution reduction projects.*

FISCAL IMPACT

The grant award will provide funding of up to \$105,000.00. The City is required to provide an equal local match of \$105,000.00. Matching funds related to the \$30,000 for the Heavy-Duty Alternative Fuel Vehicle were included in the FY 2013/14 - 2014/15 Two-Year Budget. The FY 2013/14 CIP Bike Lane Improvements Project will provide matching funds for the Bicycle Programs award of \$30,000. Matching funds for the Electric Vehicle Charging Infrastructure project are provided by the Electric – Restricted Assets Fund. There is no impact to the General Fund.

PROPOSED APPROPRIATIONS:

Description	Fund	GL Account (GL) Project Number (PN)	Type	FY 13/14 Budget	Proposed Adjustment	FY 13/14 Amended Budget
Street Maint Vehicle Replacement	Measure A Fund (2001)	GL - 2001-99-99-92001-807510	Rev	\$424,939	\$30,000	\$454,939
Street Maint Vehicle Replacement	Measure A Fund (2001)	GL - 2001-70-78-45311-660322	Exp	\$710,000	\$30,000	\$740,000
Transportation Engineering CIP	Capital Projects Reimbursements Fund (3008)	GL - 3008-99-99-93008-486010	Rev	\$0	\$60,000	\$60,000
Transportation Engineering CIP	Capital Projects Reimbursements Fund (3008)	GL - 3008-70-76-80001-720199 PN – 801 0049-70-76-3008-99	Exp	\$0 \$0	\$60,000 \$60,000	\$60,000 \$60,000
MVU CIP	Electric – Restricted Assets Fund (6011)	GL - 6011-99-99-96011-486010	Rev	\$0	\$15,000	\$15,000

MVU CIP	Electric – Restricted Assets Fund (6011)	GL - 6011-70-80-80005-720199 PN – 805 0026 70 80-6011-99 PN – 805 0026 70 80-6011A-99	Exp	\$0 \$0 \$0	\$30,000 \$15,000 \$15,000	\$30,000 \$15,000 \$15,000
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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.

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

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

NOTIFICATION

Listed on the City Council Agenda.

ATTACHMENTS

None

Prepared By:
Patty Brock
Management Assistant

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

Concurred By:
Robert R. Lemon
Maintenance and Operations Division Manager

**MINUTES – REGULAR MEETING OF MARCH 25, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES – SPECIAL MEETING OF MARCH 18, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

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**MINUTES - REGULAR MEETING OF MARCH 11, 2014
(CONT'D FROM MARCH 25, 2014 BY A VOTE OF 4-0-1)
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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**MINUTES – REGULAR MEETING OF MARCH 25, 2014 (Report
of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES – SPECIAL MEETING OF MARCH 18, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

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**MINUTES - REGULAR MEETING OF MARCH 11, 2014
(CONT'D FROM MARCH 25, 2014 BY A VOTE OF 4-0-1)
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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**MINUTES – REGULAR MEETING OF FEBRUARY 25, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES – SPECIAL MEETING OF MARCH 18, 2014
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.3

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**MINUTES - REGULAR MEETING OF MARCH 11, 2014
(CONT'D FROM MARCH 25, 2014 BY A VOTE OF 4-0-1)
(Report of: City Clerk Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.4

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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

AGENDA DATE: April 8, 2014

TITLE: PUBLIC HEARING REGARDING COUNCILMANIC
REDISTRICTING

RECOMMENDED ACTION

Recommendations: That the City Council:

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

SUMMARY

On March 25, 2014 the City Council adopted Resolution No. 2014-24, establishing criteria to guide the process of revising the boundaries of the districts from which members of the City Council are elected. The redistricting criteria is used as guidelines to following the process within legal parameters.

Two Citizens' Community Meetings were scheduled on March 31, 2014 and April 16, 2014 from 6:00 to 8:00 p.m., at the Council Chamber and Senior Center respectively. The March 31, 2014 Citizens' Community Meeting provided valuable information to the citizens of Moreno Valley. The process of redistricting was discussed with the public and the scheduled timeline was reviewed. Doug Johnson, President of National Demographics, reiterated that there would be three public hearings; April 8, 22 and May 13, 2014 and another Citizen's Community Meeting on April 16, 2014. The public was encouraged to submit plans and comments to Mr. Johnson or the City Clerk's Office. Mr. Johnson and staff are available to answer questions or assist as needed.

The on-line redistricting tool was demonstrated by Doug Johnson. Copies of proposed maps as well as the paper kits were available to the public. The on-line tool has been placed on the City's website. Paper kits are available in the City Clerk's Office and will

also be placed on the City's website. Citizens that do not have access to computers may manually draw their maps on forms inside the paper kits and submit to National Demographics or the City Clerk's Office. A citizen submitted three (3) preliminary plan ideas and will follow-up with more refined maps for Council consideration.

DISCUSSION

On February 25, 2014 the City Council authorized the proposed redistricting of the City into four (4) City Council Districts; authorized the City to execute a contract for redistricting consultant services; authorized the Chief Financial Officer to make appropriation changes as may be required; directed staff to prepare all necessary documents and ordinances for the City Council to call an election on the matter of a directly elected Mayor and four (4) City Council Districts for the November 4, 2014 municipal general election; adopt Resolution No. 2014-18 of the City Council of the City of Moreno Valley, California, related to the Direct Election of the Mayor and Reapportionment of Councilmanic Districts; and authorized the drafting of Redistricting Plans.

Public Hearings are scheduled for April 8, April 22, and 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.

Douglas Johnson, President of National Demographics Corporation, has provided three proposed redistricting maps, which are attached to this staff report.

ALTERNATIVES

N/A

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.

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

The November 4, 2014 elections costs have been estimated to be \$45,000 - \$50,000 per ballot measure. Two measures will appear on the ballot regarding the elective Mayor and Council district reapportionment.

NOTIFICATION

Publication of agenda
Public Hearing Notices – Press Enterprise

ATTACHMENTS

1. Draft Plan A Map
2. Draft Plan B Map
3. Draft Plan C Map

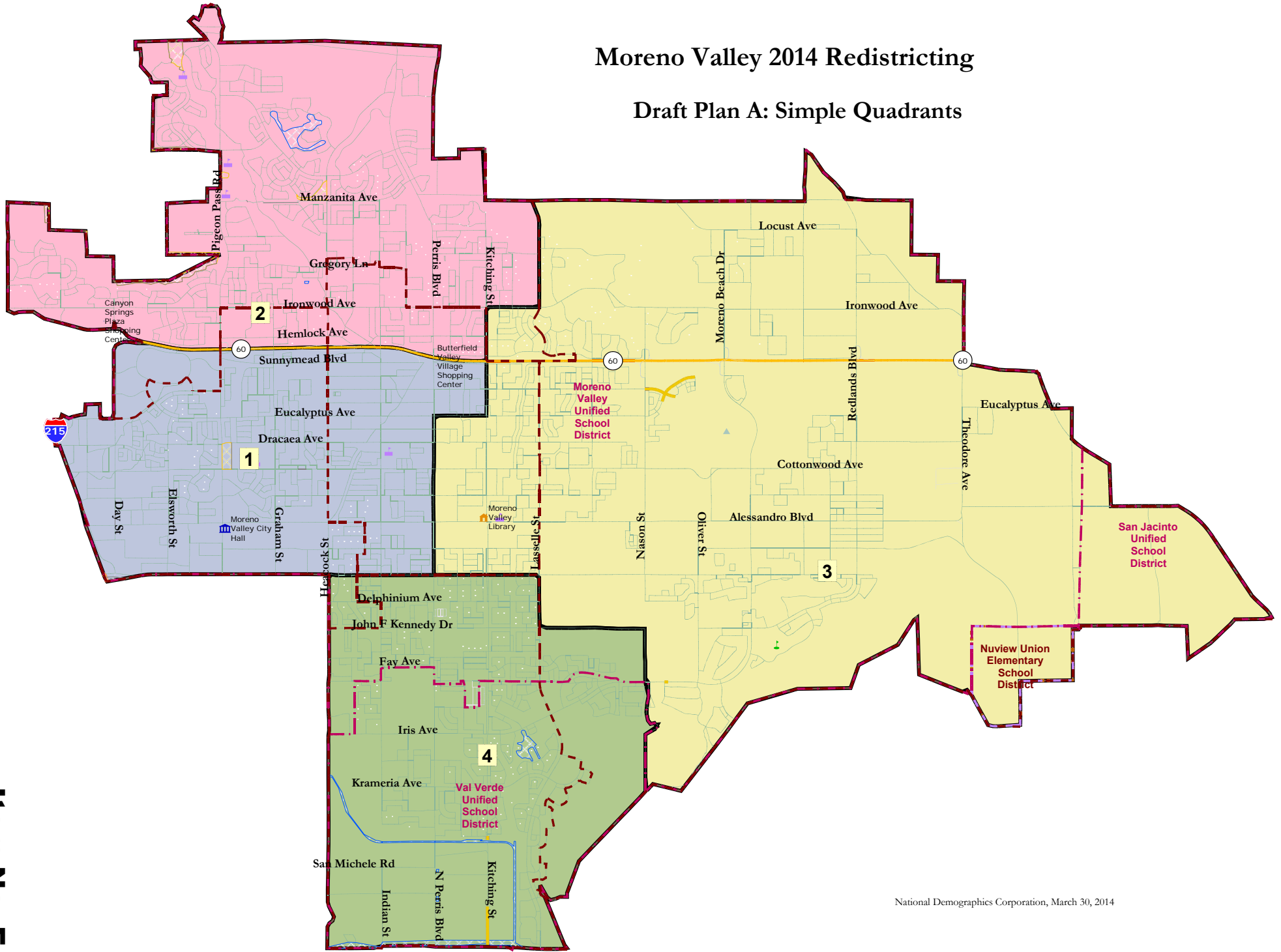
Prepared By:
Jane Halstead, City Clerk

Department Head Approval:
Jane Halstead, City Clerk

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Moreno Valley 2014 Redistricting

Draft Plan A: Simple Quadrants



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Item No. E.1

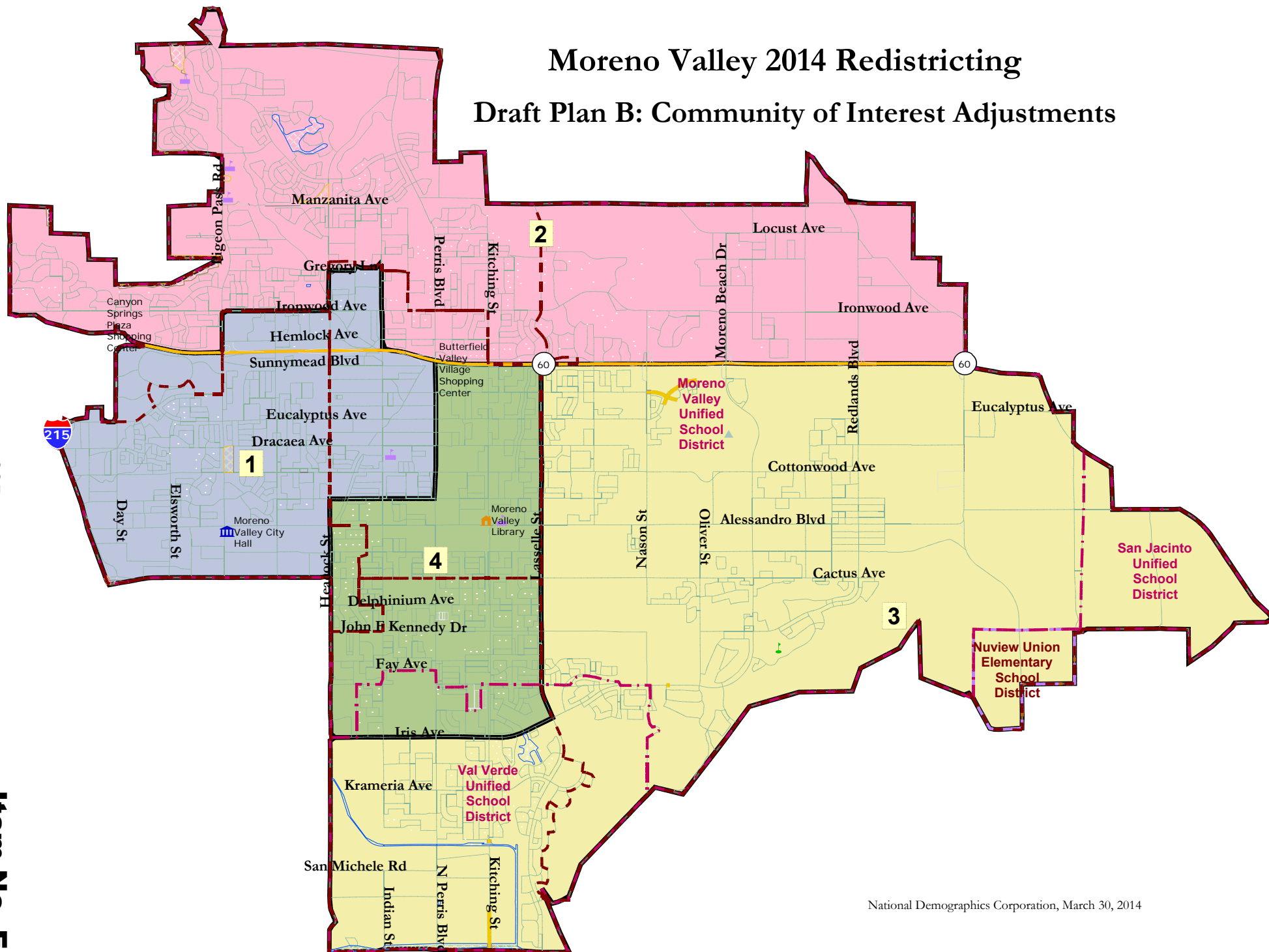
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Moreno Valley 2014 Redistricting

Draft Plan B: Community of Interest Adjustments

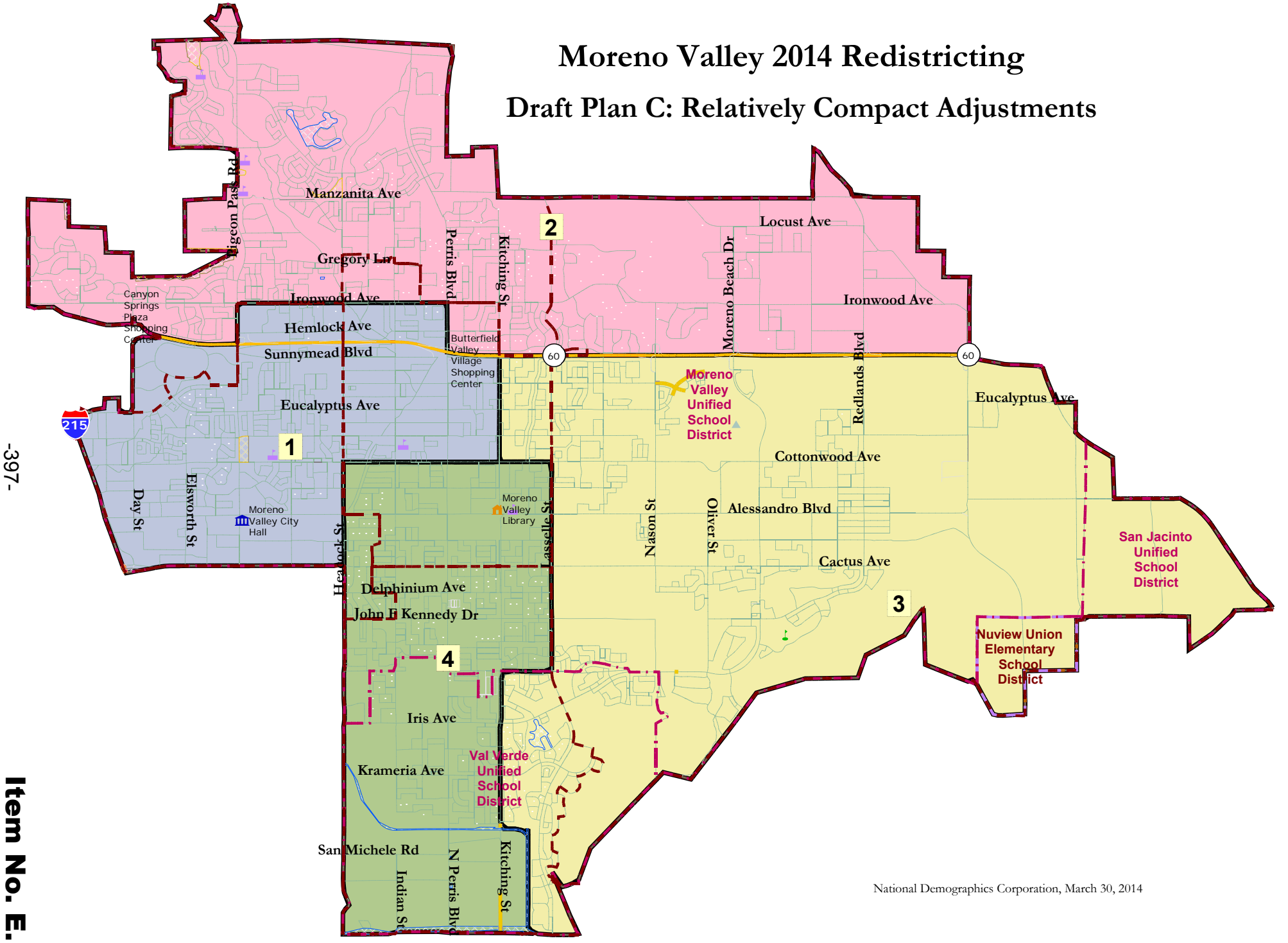
-395-

Item No. E.1



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Moreno Valley 2014 Redistricting Draft Plan C: Relatively Compact Adjustments

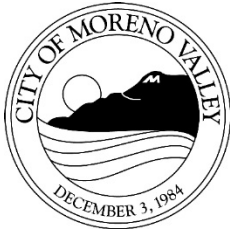


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Item No. E.1

National Demographics Corporation, March 30, 2014

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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: April 8, 2014

TITLE: 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

RECOMMENDED ACTION

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.

SUMMARY

This report recommends adoption of the proposed resolutions to initiate proceedings to form Landscape Maintenance District 2014-02, approve the Assessment Engineer's Report for Landscape Maintenance District 2014-02, and for intent to establish Landscape Maintenance District 2014-02 ("LMD 2014-02"). Upon the successful formation of the proposed district, the existing CSD Zone E parcels will be transitioned into the proposed district. The property tax bills will no longer reflect the Zone E parcel charge(s), but rather the LMD 2014-02 assessment(s) at the same rate as previously approved by the property owners. **The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the landscape maintenance services provided.** The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone E.

DISCUSSION

CSD History

The Moreno Valley Community Services District ("CSD") was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) ("CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the new City of Moreno Valley could be transitioned from CSAs governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone E of the CSD was established in 1987 to fund landscape maintenance services in certain geographical and development areas of the City. Zone E is comprised of a number of subzones (i.e. Zone E-1, Zone-3A, etc), each of which funds specific landscaping improvements associated with the subdivision (or parts of subdivisions) that comprises the zone.

As development occurs in the City, projects are conditioned to provide a funding source for the ongoing maintenance and operation of the landscaping installed as part of the development. Historically, developers have opted to apply an annual parcel charge to their property tax bill in order to provide that ongoing revenue stream and the properties have been ultimately included within one or more of the CSD's "zones". This option is selected to satisfy their conditions of approval in lieu of alternatives to form a Home Owners Association or to establish an endowment.

Transition Certain CSD Zone E Areas to a Landscape Maintenance District

Best Management Practices for the City's special financing districts was discussed during the August 20, 2013 Study Session and the February 28, 2014 Finance Subcommittee. That discussion included the utilization of funding mechanisms to provide programs and services above and beyond those customarily provided by the City to those developments requesting additional services. Examples of the additional services that are currently provided include landscape maintenance and operation of street lighting services. The discussion also centered on the utilization of different types of funding mechanisms that are commonly used by other jurisdictions and are considered best management practices.

For certain CSD Zone E areas (E-1, E-1A, E-2, E-3, E-3A, E-4, E-12, E-14, E-15, and E-16) it is recommended to transition them to a Landscape Maintenance District ("LMD") created pursuant to the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act"). Instead of an annual Zone E landscape maintenance services parcel charge on the property tax bill, the properties will be levied an LMD 2014-02 annual assessment for those services. This transition will match the constitutional status of the Zone E charges as real property assessments with a procedural device designed for the levy of such assessments. **The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the landscape maintenance services provided.**

The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone E for the ongoing maintenance, servicing, and operation of local landscaping improvements previously established and maintained in CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-12, E-14, E-15, and E-16. Zone E-4A will be absorbed into E-4 given the nature of its improvements, and the Zone E-4A charge will be eliminated from the property tax rolls. Zones E-7 and E-8 are more complex and will require further analysis. Therefore, they are not included as part of the recommendation to transition them to an LMD at this time. Likewise, the balance of the CSD's landscape zones will be evaluated and a recommendation to transition them to a financial structure consistent with Best Management Practices will be brought before the legislative body at a subsequent meeting.

General Benefit Obligation

Willdan Financial Services has prepared an Assessment Engineer's Report (Report) (Attachment 4) which provides a detailed evaluation of the improvements, budget, and a benefit analysis. This analysis shows the special benefit to the improvement(s) that the adjacent parcels receive and the parcels that are subject to the annual assessment. In addition, the Report identifies a General Benefit Cost of the annual cost to provide operation and maintenance services. In theory the General Benefit is the minimum amount the community would fund had the improvement not been installed by the

development. The General Benefit Costs were estimated for weed abatement and erosion control performed twice per year.

The Report has identified two other categories that were previously not included in the calculation of the annual Zone E charge requirement: General Fund Maintenance Area Costs and Contribution for Non-Assessed Parcels. The General Fund Maintenance Area Costs funds the ongoing maintenance of improvements that historically have been paid for by an adjacent zone that provide no benefit to the parcels in the zone. Contribution for Non-Assessed Parcels funds the annual contribution for parcels that benefit from the improvements but have not been assessed because the property owner had not previously approved the charge through a mail ballot proceeding; these are typically government owned properties (e.g. Fire Station).

These are new expenses for the General Fund. For the CSD zones recommended for conversion at this time, the approximate annual General Fund contribution for FY 2014/15 is \$214,259 (see table below for breakdown). These costs are subject to inflationary adjustments in subsequent fiscal years.

The Assessment Methodology in the Report has expanded the categories in which the various land uses will be assessed. For certain parcels the application of those assessment categories will result in a decrease in assessment, until the parcel develops, resulting in an overall decrease in assessment revenue to that Zone. This reduction will either be absorbed within the Total General Benefit Contribution or through existing available Fund Balance for that Zone.

District Formation Process

The first step in forming LMD 2014-02 is for the legislative body to adopt three resolutions: to initiate proceedings, approve the Report, and intent to establish the LMD. The legislative body will also consider setting May 27, 2014 as the date for the Public Hearing to complete the formation of the LMD.

A Notice will be mailed to the affected property owners notifying them of the date of the public hearing and the proposed conversion of certain Zone E areas to Landscaping Maintenance District 2014-02. Upon conclusion of the public hearing and consideration of protests, the CSD Board may approve the Report (as submitted or amended), order the formation of the District, and the levy and collection of assessments as described herein and approved. In such case, the assessments for FY 2014/15 shall be submitted to the Riverside County Auditor/Controller for inclusion on the property tax roll for each parcel.

ALTERNATIVES

1. **Recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-02.** *This alternative is consistent with the concepts discussed by the City Council during the August 20, 2013 Study Session and the Finance Subcommittee at its February 28, 2014 meeting.*

2. **Do not recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-02.** *This alternative is contrary with the concepts discussed by the City Council during the August 20, 2013 Study Session and the Finance Subcommittee at its February 28, 2014 meeting. This alternative will also require the CSD Board to conduct a Public Hearing to apply the Zone E parcel charges to the 2014/15 property tax bills for the zones associated with the proposed formation of LMD 2014-02.*

3. **Do not recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-02 but rather continue the item to a future Council meeting.** *This alternative may delay the conversion process, which may result in additional costs for postage and advertising to notice the public hearing in addition to third party costs from the consultants. This alternative may also delay the ability to apply the LMD 2014-02 assessment onto the property tax bill in lieu of the CSD Zone E parcel charges in which case the CSD Board will need to conduct a Public Hearing to apply the Zone E parcel charges to the 2014/15 property tax bills for the zones associated with the proposed formation of LMD 2014-02.*

FISCAL IMPACT

Consultant and third party costs associated with the conversion of the certain CSD Zone E areas to Landscape Maintenance Districts are projected to be \$47,000, which includes a special tax consultant, special legal counsel, legal noticing publication, postage, etc. These costs will be absorbed within the Extensive Landscape Fund, 5013.30.79.25705.

The General Benefit Cost, General Fund Maintenance Area Costs, and Contribution for Non-Assessed Parcels will be a new expense for the General Fund. For the zones recommended for conversion at this time, the approximate annual General Fund contribution for FY 2014/15 is \$214,259. The General Benefit Cost, General Fund Maintenance Area Costs, and Contribution for Non-Assessed Parcels will be subject to inflationary adjustments in subsequent fiscal years.

Fiscal Year 2014/15						
Current CSD Zone	Proposed LMD Zone	Development	GF Cost	GF Maintained	Contribution for Non-Assessed	Total
E-1	Zone 01	TownGate	\$18,185		\$674	\$18,859
E-1A	Zone 01A	Renaissance Park	\$2,905			\$2,905
E-2	Zone 02	Hidden Springs	\$32,460			\$32,460
E-3	Zone 03	Moreno Valley Ranch West	\$48,120		\$16,246	\$64,366

E-3A	Zone 03A	Lasselle Powerline Parkway	\$2,840				\$2,840
E-4	Zone 04	Moreno Valley Ranch East	\$49,470	\$13,410	\$8,659		\$71,539
E-4A ³	absorbed into E-4		-	-	-	-	-
E-12	Zone 05	Stoneridge Ranch	\$6,580				\$6,580
E-14	Zone 06	Mahogany Fields	\$6,770				\$6,770
E-15	Zone 07	Celebration	\$2,435	\$500			\$2,935
E-16	Zone 08	Shadow Mountain	\$5,005				\$5,005
Total			\$174,770	\$13,910	\$25,579		\$214,259

¹ Improvements that are not a special benefit

² Historically not assessed a charge - typically government owned properties

³ CSD E-4A will be absorbed into LMD Zone 04

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

The conversion of the CSD programs to an LMD will provide a continued revenue source which will provide the funding necessary to maintain the appearance of developed areas within the City.

Revenue Diversification and Preservation

The LMD assessment will provide for funding for program costs, which include maintenance and administration.

NOTIFICATION

In addition to publishing a notice of the Public Hearing in the manner set forth in Section 22626(a) of the Streets & Highways Code, all property owners that are subject to the current certain Zone E charge will be mailed a notice no later than 14 days prior to the Public Hearing, in the manner set forth in Government Code Section 61115(b).

ATTACHMENTS

1. Proposed 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. Proposed 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. Proposed 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

4. Preliminary Engineer's Report for Landscape Maintenance District 2014-02

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

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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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16 (the "CSD Zones") to fund landscape maintenance services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges, other than those levied in connection with Zone E-4, have been approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution; and

WHEREAS, the CSD Charges levied in connection with Zone E-4 have not been increased since the effective date of Proposition 218, and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, to clarify the status of the CSD Charges levied in connection with the CSD Zones, the Board of Directors desires to establish Moreno Valley Community Services District Landscape Maintenance District 2014-02 (the "Assessment District").

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.

1
Resolution No. CSD 2014-02
Date Adopted: April 8, 2014

2. Initiation of Proceedings. The Board of Directors hereby proposes the formation of the Assessment District pursuant to the Act and initiates proceedings for the Fiscal Year 2014/15 levy of the annual assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District shall be designated “Moreno Valley Community Services District Landscape Maintenance District 2014-02.”
4. Boundaries of the Assessment District. The Assessment District includes all territory within the CSD Zones.
5. Description of Improvements. The Assessment District will fund the maintenance of landscaping improvements currently maintained in connection with the CSD Zones.
6. Engineer’s Report. Willdan Financial, as assessment engineer, is hereby directed to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to the Assessment District. Such report should be sufficient to meet the requirements of Proposition 218 for a detailed engineer’s report.
7. Statement of Intent. The purpose of the Assessment District is to fund ongoing landscape maintenance services through the annual levy of the benefit assessment that is currently imposed by the CSD in the CSD Zones as the CSD Charges.
8. Effective Date. This Resolution shall be effective immediately upon adoption.
9. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

2
Resolution No. CSD 2014-02
Date Adopted: April 8, 2014

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2014-02
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-02 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2014-02
Date Adopted: April 8, 2014

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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16 (the "CSD Zones") to fund landscape maintenance services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges, other than those levied in connection with Zone E-4, have been approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution; and

WHEREAS, the CSD Charges levied in connection with Zone E-4 have not been increased since the effective date of Proposition 218, and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by prior resolution, in order to clarify the status of the CSD Charges levied in connection with the CSD Zones, the Board of Directors initiated proceedings to establish Moreno Valley Community Services District Landscape Maintenance District 2014-02 (the "Assessment District") pursuant to the Act and to levy the Fiscal Year 2014/15 assessment in connection with the Assessment District; and

WHEREAS, the purpose of the Assessment District is to fund ongoing landscape maintenance services through the annual levy of the benefit assessment that is currently imposed by the CSD in the CSD Zones as the CSD Charges; and

1
Resolution No. CSD 2014-03
Date Adopted: April 8, 2014

WHEREAS, Willdan Financial, as assessment engineer, has prepared and filed with the Secretary of the CSD a report entitled "Engineer's Report, Moreno Valley Community Services District, Formation Of Landscaping Maintenance District No. 2014-02, Fiscal Year 2014/15" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Approval of Report. The Board of Directors hereby approves the Report as filed.
3. Effective Date. This Resolution shall be effective immediately upon adoption.
4. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

2
Resolution No. CSD 2014-03
Date Adopted: April 8, 2014

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2014-03
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-03 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2014-03
Date Adopted: April 8, 2014

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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16 (the "CSD Zones") to fund landscape maintenance services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges, other than those levied in connection with Zone E-4, have been approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution; and

WHEREAS, the CSD Charges levied in connection with Zone E-4 have not been increased since the effective date of Proposition 218, and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by prior resolution, in order to clarify the status of the CSD Charges levied in connection with the CSD Zones, the Board of Directors initiated proceedings to establish Moreno Valley Community Services District Landscape Maintenance District 2014-02 (the "Assessment District") pursuant to the Act and to levy the Fiscal Year 2014/15 assessment in connection with the Assessment District; and

WHEREAS, the purpose of the Assessment District is to fund ongoing landscape maintenance services through the annual levy of the benefit assessment that is currently imposed by the CSD in the CSD Zones as the CSD Charges; and

1
Resolution No. CSD 2014-04
Date Adopted: April 8, 2014

WHEREAS, Willdan Financial, as assessment engineer, has prepared and filed with the Secretary of the CSD a report entitled "Engineer's Report, Moreno Valley Community Services District, Formation Of Landscaping Maintenance District No. 2014-02, Fiscal Year 2014/15" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Declaration of Intent. The Board of Directors hereby declares its intention to order the formation of the Assessment District, and to levy and collect the Fiscal Year 2014/15 assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District shall be designated "Moreno Valley Community Services District Landscape Maintenance District 2014-02."
4. Boundaries of the Assessment District. The Assessment District includes all territory within the CSD Zones.
5. Description of Improvements. The Assessment District will fund the maintenance of landscaping improvements currently maintained in connection with the CSD Zones.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscaping improvements to be maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for Fiscal Year 2014/15.
7. Public Hearing. On May 27, 2014 at 6:00 PM or as soon thereafter as practical, in the City Council Chambers located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the formation of the Assessment District and the levy of the proposed assessment for Fiscal Year 2014/15 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act and by mailing notice to affected property owners in the manner

2
Resolution No. CSD 2014-04
Date Adopted: April 8, 2014

set forth in Government Code Section 61115(b).

9. Protest. Any interested person may, prior to the conclusion of the Hearing, file a written protest with the Secretary of the Board of Directors (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.
10. No Increase. The purpose of the Assessment District is to fund ongoing landscape maintenance services through the annual levy of the benefit assessment that is currently imposed by the CSD in the CSD Zones as the CSD Charges. Aside from the implementation of previously adopted annual inflation adjustments, as described in the Report, the assessment rate is not proposed to increase within any CSD Zone from the rate of the Existing CSD Charges. Therefore, for purposes of Proposition 218 and the Act, the proposed Fiscal Year 2014/15 levy does not constitute the levy of a new or increased assessment. In the event a court determines that the proposed Fiscal Year 2014/15 levy is the levy of a new or increased assessment with respect to any parcel of real property (or a court determines that the Assessment District has not been properly formed to include any parcel described in the Report), it is the intent of the Board of Directors that the actions taken of the Board of Directors with respect to that parcel be treated as an action to levy the CSD Charge with respect to that parcel pursuant to Government Code Section 61115(b).
11. No Bonds. No bonds or notes are proposed to be issued in connection with the Assessment District.
12. Effective Date. This Resolution shall be effective immediately upon adoption.
13. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

3
Resolution No. CSD 2014-04
Date Adopted: April 8, 2014

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2014-04
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-04 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

5
Resolution No. CSD 2014-04
Date Adopted: April 8, 2014

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ENGINEER'S REPORT

MORENO VALLEY COMMUNITY SERVICES DISTRICT

FORMATION OF

LANDSCAPING MAINTENANCE DISTRICT NO. 2014-02

FISCAL YEAR 2014/15

March 29, 2014

MORENO VALLEY COMMUNITY SERVICES DISTRICT

14177 FREDERICK STREET
MORENO VALLEY, CA 92553

PREPARED BY

WILLDAN FINANCIAL SERVICES



WILLDAN
Financial Services

*extending
your
reach*



ENGINEER'S REPORT STATEMENT

Formation of the

Moreno Valley Community Services District Landscaping Maintenance District No. 2014-02

Establishment of Annual Assessments

Riverside County, State of California

As part of the Resolution of Intention packet presented for the consideration of the Moreno Valley Community Services District Board of Directors, this Report describes the proposed Assessments to be levied on parcels within the Landscaping Maintenance District 2014-02 commencing in fiscal year 2014/15, including the budget and basis of the assessments. Reference is hereby made to the Riverside County Assessor's Maps for a detailed description of the lines and dimensions of parcels subject to the proposed assessment. The undersigned respectfully submits the enclosed Report as directed by the Moreno Valley Community Services District Board of Directors.

Dated this _____ day of _____, 2014

Willdan Financial Services
Assessment Engineer
On Behalf of the Moreno Valley Community Services District

By: _____

Jim McGuire,
Senior Project Manager

By: _____

Richard Kopecky
R. C. E. # 16742

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INTRODUCTION

The Moreno Valley Community Services District ("CSD") was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) ("CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the new City of Moreno Valley could be transitioned from CSAs governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone E of the CSD was established in 1987 to fund landscape maintenance services in certain geographical and development areas of the City. Zone E is comprised of a number of subzones (i.e. Zone E-1, Zone-3A, etc), each of which funds specific landscaping improvements associated with the subdivision (or parts of subdivisions) that comprises the zone.

In November, 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California. Although referred by the CSD as "charges", the charges imposed by Zone E of the CSD are categorized under Proposition 218 as real-property assessments.

Since the adoption of Proposition 218, the CSD has successfully conducted mail ballot protest proceedings pursuant to Article XIII D, Section 4(e) of the Constitution with respect to the charges imposed in Zones E-1, E-1A, E-2, E-3, E-3A, E-4A, E-12, E-14, E-15 and E-16. The charge in Zone E-4 exclusively funds street landscaping, predates Proposition 218 and, pursuant to Article XIII D, Section 5 of the Constitution is not required to be approved at a mail ballot proceeding so long as the rate of the charge is not increased.¹ The mail ballot proceedings proposed assessment rates along with an automatic annual inflation adjustment. Therefore, except for the Zone E-4 charge, each of the charges discussed in this paragraph is automatically adjusted for inflation each year.

In order to clarify the status of the Zone E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16 charges, the CSD is considering transitioning the charges for these zones to an assessment district created pursuant to the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act"). If this transition occurs,

¹ Zone E-4 was annexed to the CSD in fiscal year 1988/1989 prior to Proposition 218 and the charge per single family residential property was originally established at \$182.00 with non-residential properties being charge four times that amount per acre. Subsequently, that \$182.00 rate was reduced over the next several years to \$110.00 at the time Proposition 218 was enacted. Pursuant to the exemption provisions of Proposition 218, the \$110.00 rate, was grandfather as the Zone charge in fiscal year 1997/98 and although these property owners have subsequently been balloted for an increased charge, those proposed increases (the last being balloted in June 2011) have not been approved by the property owners.

parcels in these zones that had been charged an annual Zone E charge for landscape maintenance services will instead be assessed an annual assessment for those services. This transition will match the constitutional status of the Zone E charges as real property assessments with a procedural device designed for the levy of such assessments. The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the landscape maintenance services provided. The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone E for the ongoing maintenance, servicing and operation of local landscaping improvements previously established and maintained in CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16.

This report shall serve as the detailed engineer's report for fiscal year 2014/15 for the proposed new assessment district, which is designated as: **Landscaping Maintenance District No. 2014-02** (the "District").

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses Assessor's Parcel Numbers and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

As part of this District formation to continue the assessments previously levied as CSD Zone E charges, the CSD Board will conduct a noticed public hearing pursuant to the provisions of the 1972 Act to consider public testimony, comments, and written protests regarding the formation of the District and levy of assessments. A Notice will be mailed to the affected property owners notifying them of the date of the public hearing and the proposed conversion of Zone E to Landscaping Maintenance District No. 2014-02. Upon conclusion of the public hearing and consideration of protests, the CSD Board may approve the Report (as submitted or amended), order the formation of the District, and the levy and collection of assessments as described herein and approved. In such case, the assessments for fiscal year 2014/15 shall be submitted to the Riverside County Auditor/Controller for inclusion on the property tax roll for each parcel.

Each subsequent fiscal year, an Engineer's Report shall be prepared and presented to the CSD Board describing the District, any changes to the District or improvements, and the proposed budget and assessments for that fiscal year. The CSD Board shall hold a public hearing regarding these matters prior to approving and ordering the proposed levy of assessments for that fiscal year and such public hearing shall be noticed pursuant to the 1972 Act if new or increased assessments are not proposed. If in any year, the proposed annual assessments for the District exceed the maximum assessments described herein, such an assessment would be considered a new or increased assessment and must be confirmed through mailed property owner protest ballot proceeding before that new or increased assessment may be imposed.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the proposed improvements associated with the District. The District is being formed with ten zones of benefit (hereafter referred to as "Zones") that will replace the previous eleven CSD Zones, which are described in more detail in this section of the Report as well as Part II (Method of Apportionment). A diagram showing the exterior boundaries of the District and the Zones established therein is attached and incorporated herein under Part IV (District Diagram). The specific plans for the landscape improvements are on file in the Office of Financial and Management Services, Special Districts Division.

Part II

Method of Apportionment: A discussion of the general and special benefits associated with the overall local landscaping improvements to be provided within the District (Proposition 218 Benefit Analysis). This Part also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit of apportionment known as an Equivalent Benefit Unit.

Part III

Estimate of Improvement Costs: An estimate of the annual funding required for the annual maintenance, servicing and operation of landscape improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated ongoing annual expenses to service, maintain and operate existing landscape improvements within the District including, but not limited to, servicing of those improvements and related facilities, utility costs and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum assessment rate for each Zone of the District and the associated assessment range formula (inflationary adjust) as applicable.

Part IV

District Diagrams: Various diagrams showing the boundaries of the District and the Zones therein are provided in this Report and these diagrams identify all parcels that receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rate established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for fiscal year 2014/15.

PART I — PLANS AND SPECIFICATIONS

DESCRIPTION OF THE DISTRICT

The territory within this District shall consist of all lots and parcels of land within the boundaries of the Moreno Valley Community Services District that in fiscal year 2013/2014 were designated as CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15 and E-16. Within the boundaries of this District, parcels are assigned to ten benefit zones ("Zones"), each of which is associated with a set of landscape improvements. Each of the benefit zones corresponds to (and replaces) a numbered zone of Zone E of the CSD, with the exception of CSD Zone E-4A, which as part of this transition has been eliminated and no longer assessed as a separate benefit zone. Each parcel is assigned to each zone that funds landscape maintenance services that specially benefit the parcel. Two zones (Zone E-1A and E-3A) are comprised solely of a subset of the parcels in a larger zone (Zones E-1 and E-3 respectively). Thus all parcels in Zone E-1A are also a part of Zone E-1 and all parcels in Zone E-3A are also a part of Zone E-3. These overlapping districts exist because, for example, the landscaping improvements associated with Zone E-1 provides special benefit to each parcel in Zone E-1 (including Zone E-1A parcels) but the landscaping improvements associated with Zone E-1A provides special benefit to only the Zone E-1A parcels.

These ten Zones within the District and the benefits associated with the properties therein are described in more detail in Part II (Method of Apportionment) of this Report. In addition the District Diagrams found in Part IV of this Report provide visual representations of the District showing the boundaries of the Zones and the improvement areas being maintained.

DISTRICT FACILITIES AND IMPROVEMENTS

The landscape improvements to be maintained by the Zone are local landscaping improvements that were installed in connection with the development of the parcels comprising each respective Zone. These landscaping improvements are an integral part of the subdivisions and development for which they were installed, creating a green amenity and aesthetically pleasing enhancement to the parcels served by the landscaping. In most cases, the landscaping improvements were a condition of development of the parcels in the Zone, and the properties within the Zone could not have been developed if the landscaping were not included. Improvements for each Zone are either located within the subdivision or along the entry path to the residential subdivisions or non-residential developments.

Collectively within the proposed ten Zones, there is approximately 2,750,366 square feet of planted landscaped area, 1,072,612 square feet of turf, 3,308,818 square feet of open space and 7,725 trees to be maintained and funded in part by the District assessments. The District Diagrams found in Part IV of this Report provide visual representations of the District, showing the boundaries of the Zones and the improvement areas being maintained. Detailed plans identifying the location and extent of the District's landscape improvements are on file with the Public Works Department and maps of those Zones and improvement areas on file in the Office of Financial and Management Services, Special Districts Division, and by reference these plans and maps are made part of this Report.

The maintenance, operation and servicing of the District landscape improvements include the furnishing of labor, materials, equipment and utilities for the ordinary and usual maintenance, operation, and servicing of the landscaped areas within the public right-of-ways, easements and

open space areas dedicated to the City as part of the development of properties within each Zone of the District.

The various landscape improvements associated with each Zone include combinations of landscape amenities such as turf ground cover, plants, shrubs, trees and associated appurtenant facilities including, but not limited to irrigation and drainage systems, various types of groundcover, stamped concrete and entry monuments that may be maintained in whole or in part as part of the landscape improvements depending on available funding.

The following is a brief description and summary of the landscaped areas associate with each local landscaping Zone to be included in the District. A visual depiction of the location and extent of the landscape improvement areas and Zone boundaries are provided on the District Diagrams provided in Part IV of this Report.

ZONES

Local Landscaping Zone 01 (TownGate)

The properties within Zone 01 (previously identified as CSD Zone E-1), receive special benefits from landscaped parkways and medians within the TownGate area, which is bordered by Day Street on the west, Cottonwood Avenue, Dracaea Avenue, and Eucalyptus Avenue on the south, Elsworth Street and Frederick Street on the east, and State Highway 60 on the north. The Zone improvements are currently maintained at a reduced level of service due to funding, but the overall improvements include approximately 297,678 square feet of planter area, 156,904 square feet of turf and 2,086 trees.

Local Landscaping Zone 01A (Renaissance Park)

The properties within Zone 01A (previously identified as CSD Zone E-1A) receive special benefits from landscaped parkways and medians within the TownGate area along with other parcels in Zone 01, but in addition, receive special benefits from parkway landscaping and entry statement medians on the internal neighborhood streets (Dracaea Avenue and Arbor Park Lane) that connect the various residential developments in this area. The Renaissance Park area is bordered by Day Street on the west, Cottonwood Avenue on the south, Elsworth Street on the east, and Eucalyptus Avenue on the north. The Zone improvements are currently maintained at a reduced level of service due to funding, but the overall improvements include approximately 72,655 square feet of planter area and 201 trees.

Local Landscaping Zone 02 (Hidden Springs)

The properties within Zone 02 (previously identified as CSD Zone E-2) receive special benefits from parkway landscaping along Hidden Springs Drive, a portion of Greenridge Drive, and the west side of Pigeon Pass Road bordering the Hidden Springs community, as well as maintenance of open space areas within the community. The Zone parkway improvements are currently maintained at a standard level of service and the open space improvements at a limited level of service due to funding, but the overall improvements include approximately 265,280 square feet of planter area, 3,308,818 square feet of Open Space area and 3,237 trees.

Local Landscaping Zone 03 (Moreno Valley Ranch - West)

The properties within Zone 03 (previously identified as CSD Zone E-3) receive special benefits from parkway and median landscaping generally surrounding the Moreno Valley Ranch area, bordered by Kitching Street on the west, Gentian Avenue and Casa Encantador Road on the north, and generally the City boundary to the east and south. The Zone improvements are currently maintained at a reduced level of service due to funding, but the overall improvements include approximately 875,371 square feet of planter area, 327,648 square feet of turf area and 2,540 trees.

Local Landscaping Zone 03A (Lasselle Powerline Parkway)

The properties within Zone 03A (previously identified as CSD Zone E-3A) receive special benefits from landscaped parkways and medians within the Moreno Valley Ranch - West area along with other parcels in Zone 03, but in addition, receive special benefits from parkway landscaping on the internal neighborhood streets along portions of Withers Way, Via Xavier, Cremello Way, Caval Cade Drive, and Kentucky Derby Drive that connect the various residential developments in this area. The Zone improvements are currently maintained at a reduced level of service due to funding, but the overall improvements include approximately 71,022 square feet of planter area and 89 trees.

Local Landscaping Zone 04 (Moreno Valley Ranch - East)

The properties within Zone 04 (previously identified as CSD Zone E-4) receive special benefits from parkway and median landscaping generally surrounding the developments bordered by Hammett Court, Oliver Street, and Moreno Beach Drive to the west, Iris Avenue, John F. Kennedy Drive, and Cactus Avenue to the north, and generally the City boundary to the east and south. The Zone improvements are currently maintained at a reduced level of service due to funding, but the overall improvements include approximately 648,667 square feet of planter area, 588,060 square feet of turf area and 1,796 trees.

Local Landscaping Zone 05 (Stoneridge Ranch)

The properties within Zone 05 (previously identified as CSD Zone E-12) receive special benefits from parkway and median landscaping generally surrounding the Stoneridge Ranch residential neighborhood, bordered by Nason Street on the west, Dracaea Avenue on the south, Eucalyptus Avenue on the east and Fir Avenue on the north. The Zone improvements are currently maintained at a standard level of service and the overall improvements include approximately 164,500 square feet of planter area and 202 trees.

Local Landscaping Zone 06 (Mahogany Fields)

The properties within Zone 06 (previously identified as CSD Zone E-14) receive special benefits from parkway and median landscaping generally located within the Mahogany Fields community along Alessandro Blvd., Morrison Street, and Cottonwood Avenue. The Zone improvements are currently maintained at a standard level of service and the overall improvements include approximately 169,198 square feet of planter area and 345 trees.

Local Landscaping Zone 07 (Celebration)

The properties within Zone 07 (previously identified as CSD Zone E-15) receive special benefits from parkway and median landscaping generally located within the Celebration community

along Nason Street, Cactus Avenue, and Oliver Street. The Zone improvements are currently maintained at a standard level of service and the overall improvements include approximately 60,919 square feet of planter area and 121 trees.

Local Landscaping Zone 08 (Shadow Mountain)

The properties within Zone 08 (previously identified as CSD Zone E-16) receive special benefits from parkway and median landscaping generally surrounding the Shadow Mountain residential neighborhood, bordered by Pigeon Pass Road on the west, Sunnymead Ranch Parkway on the south, Espada Creek Road on the east, and Lawless Road on the north. The Zone improvements are currently maintained at a standard level of service and the overall improvements include approximately 125,076 square feet of planter area and 154 trees.

PART II — METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

Section 22574 provides for zones as follows:

“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided, and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for fiscal year 2014/15 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscape improvements and related amenities that were installed in connection with the development of the properties or would otherwise be required for the development of properties within each respective Zone of the District. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIID Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

BENEFIT ANALYSIS

Special Benefit

The ongoing maintenance of local public landscaped areas within the District provides aesthetic benefits to the properties within each respective Zone and provides a more pleasant environment to walk, drive, live and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding developments for which the improvements were constructed and installed. These improvements are an integral part of the physical environment of parcels in associated Zones, and if the improvements were not properly maintained, it is these parcels that would be aesthetically burdened. In addition, the street landscaping in these Zones serve as both a physical buffer as well as a sound reduction or buffer between the roadways and the properties in the District and the open spaces, where applicable, provide a physical buffer and openness between properties. Furthermore, open spaces serve as an extension of the recreational features of parcels, such as their front or rear yards, and entry landscaping serves as a pleasant aesthetic amenity that enhances the approach to the parcels. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties and developments within each Zone.

General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident the these improvements are local improvements that were installed in connection with the development of properties in each respective Zone or are improvements that would otherwise be shared by and required for the future development of properties in those Zones. It is also evident that the maintenance these improvements and the level of maintenance provided only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding Zone, the City would typically provide only weed abatement and erosion control services for landscaped areas. These services would typically be provided twice annually. This level of service provides for public safety and avoids negative impacts on adjacent roadways and vehicles traveling on those roadways, but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with Zone E of the CSD and planned to continue in the District. The cost to provide the baseline level of service is approximately \$0.02 per square foot per servicing for streetscape areas and \$0.01 per square foot per servicing for open space areas that require maintenance. Those portions of

open space area identified as "Paseos" (natural vegetation areas) the baseline level of service is approximately \$0.0025 per square foot per servicing. The calculation of weed abatement and erosion control services costs accounts for the square footage of these areas. Since the baseline services, unlike the enhanced aesthetic services, provide substantial benefits to the general public and to the neighborhoods outside of the benefit zones, the cost of providing this baseline service is treated as the cost of general benefits from landscape maintenance services. Utilizing these per square foot costs and the square footages of the improvement areas in each Zone, the following table summarizes the current estimated general benefit costs calculated for each District Zone:

Fiscal Year 2014/15 Estimated General Benefit Costs

Zone	General Benefit Cost ⁽¹⁾
Zone 01	\$18,185
Zone 01A	\$2,905
Zone 02	\$32,460
Zone 03	\$48,120
Zone 03A	\$2,840
Zone 04	\$49,470
Zone 05	\$6,580
Zone 06	\$6,770
Zone 07	\$2,435
Zone 08	\$5,005

⁽¹⁾ The General Benefit Costs presented in the table above have been rounded to the nearest five dollars and are reflected in the budgets for each Zone. As with most landscape maintenance costs, these General Benefit Costs will be impacted by inflation and in subsequent fiscal years the General Benefit Cost contributions will be adjusted for inflation.

General Fund Maintained Areas

The following improvements have historically been funded through Zone E charges but will be excluded from assessment funding and instead funded from other resources. These particular improvement areas are identified on the District Diagrams provided in Part IV of this Report as "General Fund Maintained" improvements and include the improvements in the following Zones:

The 31,000 square feet of planter area and 8 trees in the greenbelt drainage area south of Iris Avenue and west of Turnberry Street that was previously included in CSD Zone 4A (Daybreak). These improvements constitute all the landscaped areas previously in CSD E-4A and will be maintained and funded by other general fund revenues and not included in the assessments for Zone 04.

The 2,230 square feet of parkway planter area on the east side of Nason Street north of Damascus Road that was previously included in CSD Zone 15 (Celebration), will be maintained and funded by other general fund revenues and not included in the assessments for Zone 07.

ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of EBUs (Equivalent Benefit Units) based on its land use as of March 1st, preceding the fiscal year addressed herein. One EBU is defined as the special benefit allocable to a single family home (basic EBU unit). In each case, a parcel is only allocated EBUs if the landscaping serving the Zone has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

Single Family Residential — This land use is defined as a fully subdivided single family residential home site with or without a structure. As previously noted, the single family residential parcel has been selected as the basic EBU unit for calculation of assessments and each single-family residential home site is assigned 1.0 Equivalent Benefit Unit (1.0 EBU per lot or parcel).

Condominium Residential — This land use is defined as a fully subdivided condominium residential unit assigned its own Assessor's Parcel Number by the County. EBUs are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the typical number of single family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

Multi-Family Residential and Mobile Home Park — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. Benefit is allocated to these parcels on an acreage basis by multiplying the acreage of the parcel by 4 (the typical number of single family homes in an acre of typical development).

Developed Non-Residential — This classification includes developed properties including parking lots that are identified or zoned for commercial, industrial or other non-residential use

including offices, hotels, recreational facilities (excluding parks), and institutional facilities including, hospitals, churches or facilities utilized by other non-profit organizations, whether those facilities are publicly owned (non-taxable) or privately owned. Like Multi-Family Residential and Mobile Home Park properties the proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre.

Planned Residential Development — This land use is defined as a property that is currently consider vacant or undeveloped land, but for which number of residential lots to be developed on the property are known or have been approved. These properties benefit from the existing Zone improvements, but may as part of their development install additional landscape improvements to be maintained either solely by the development or as part of the District improvements depending on the location and extent of those improvements. The proportional special benefit and EBU for these parcels is based on the planned residential units for the parcel, at 0.50 EBU per planned unit (50% of the basic EBU unit for a single family residential parcel).

Undeveloped/Vacant Property — This land use is defined as a parcel that is currently consider vacant or undeveloped land that can be developed, but for which the use and/or development of the property has not been fully determined. These parcels are assigned a proportional EBU that is based on 50% of the proportional benefit established for a developed property in the District. The proportional special benefit and EBU for these parcels is based on acreage, at 2.0 EBUs per acre.

Special Case Property — In some District Zones there may be one or more properties that the standard land use classifications identified above do not accurately identify the use and special benefit received from the improvements and/or it has been determined that the property receives special benefit, but has not been previously assessed for various reasons. Properties that are typically classified as Special Case properties usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the properties proportional special benefit. Examples of such restrictions may include situations where only a small percentage of the parcel's total acreage can actually be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit. In addition, in this District there are a few parcels that have been identified as properties that receive special benefit from the Zone improvements, but likely because of their ownership or tax status (government or non-profit owned properties) these parcels were not previously levied a CSD Zone E charge. The proportional special benefit and proposed assessment for each of these parcels is calculated along with all other properties in the District, but rather than ballot these properties for a new or increased assessment at this time, the agency will make an off-setting contribution to the Zone that is equal to the assessment amount these Non-Assessed parcels would otherwise have been assessed.

Exempt — means a lot, parcel of land or Assessor's Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets and other roadways; public easements or right-of-ways including; landscaped parkways or easements and utility right-of-ways or easements such as irrigation or drainage ditches, channels or basins; and flood plains. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. (These types of properties may or may not be assigned an Assessor's Parcel Number by the County).

Also exempt from assessment are Assessor's Parcels that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel. Based on the improvements maintained in this District it has been determined that public schools, public parks, golf courses, and open space areas provide landscape amenities that are available to the public or are similar in nature to the improvements of the District and any benefit these properties may derive from the District improvements are more than off-set by the public benefit they provide to properties in the District.

PART III — ESTIMATE OF IMPROVEMENT COSTS

CALCULATION OF ASSESSMENTS

An assessment amount per EBU in each Zone is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "Total General Benefit Contribution", to establish the "Special Benefit Costs";

$$\text{Total Amount Budgeted} - \text{Total General Benefit Contribution} = \text{Special Benefit Costs}$$

To the resulting "Special Benefit Costs", various "Benefit Cost Adjustments" are applied that may include:

- "Fund Balance Transfer/Reduction", represents the amount of available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.
- "Unfunded Improvement Costs/Deficit", represents the amount necessary to fund Special Benefit Costs not otherwise funded by assessments or other adjustments.

These adjustments to the Special Benefit Costs result in the "Net Special Benefit Assessment";

$$\text{Special Benefit Costs} +/- \text{Benefit Cost Adjustments} = \text{Net Special Benefit Assessment}$$

The amount identified as the "Net Special Benefit Assessment" is divided by the total number of EBUs of parcels that benefit to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

$$\text{Net Special Benefit Assessment} / \text{Total EBU} = \text{Assessment per EBU}$$

$$\text{Assessment per EBU} \times \text{Parcel EBU} = \text{Parcel Assessment Amount}$$

DISTRICT BUDGET

The following budgets outline the estimated costs to maintain the improvements and the anticipated expenditures for each District Zone for fiscal year 2014/15.

Description	Total District	Zone 01	Zone 01A	Zone 02
	Budget	TownGate	Renaissance Park	Hidden Springs
Maintenance & Operation (O&M)				
Total Maintenance Costs	\$ 1,565,599	\$ 169,211	\$ 32,312	\$ 300,142
Utilities	462,600	102,300	13,300	125,800
Total O&M Expenses	\$ 2,028,199	\$ 271,511	\$ 45,612	\$ 425,942
Incidental/Administrative Expenses				
District Administration	\$ 481,723	\$ 48,025	\$ 12,298	\$ 94,576
County Fees	7,109	709	182	1,396
Miscellaneous Administration Expenses	59,270	5,859	1,500	11,538
Total Incidental/Administrative Expenses	\$ 548,102	\$ 54,593	\$ 13,980	\$ 107,510
TOTAL ANNUAL EXPENSES	\$2,576,301	\$ 326,103	\$ 59,592	\$ 533,452
General Benefit Costs	\$ (174,770)	\$ (18,185)	\$ (2,905)	\$ (32,460)
General Fund Maintenance Area Costs	\$ (13,910)	\$ -	\$ -	\$ -
Total General Benefit Contribution	\$ (188,680)	\$ (18,185)	\$ (2,905)	\$ (32,460)
SPECIAL BENEFIT COSTS	\$2,387,621	\$ 307,918	\$ 56,687	\$ 500,992
Benefit Cost Adjustments				
Fund Balance Transfer/Reduction ⁽¹⁾	\$ (328,747)	\$ (13,399)	\$ (10,696)	\$ -
Unfunded Improvement Costs/Deficit ⁽²⁾	-	-	-	-
Total Contributions/Adjustments	\$ (328,747)	\$ (13,399)	\$ (10,696)	\$ -
NET SPECIAL BENEFIT ASSESSMENT	\$2,058,873	\$ 294,519	\$ 45,991	\$ 500,992
District Statistics				
Total Parcels	11,297	1,192	557	1,157
Total Assessed Parcels	11,257	1,187	557	1,151
Total EBU		2,184.21433	557.00000	1,178.00000
Proposed Assessment per EBU (FY 2014/15)		\$134.84	\$82.57	\$425.29
Maximum Assessment per EBU		\$134.84	\$82.57	\$425.29
EBU of Non-Assessed Parcels		5.00000	-	-
Contribution for Non-Assessed Parcels ⁽³⁾	(25,579)	(674)	-	-
BALANCE TO LEVY	\$2,033,294	\$ 293,845	\$ 45,991	\$ 500,992
Reserve Fund/Fund Balance				
Beginning Fund Balance	\$ 3,360,759	\$ 237,193	\$ 95,949	\$ 448,256
Collections/ (Transfers or Reductions)	(328,747)	(13,399)	(10,696)	-
Unfunded Improvement Costs/Deficit	-	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 3,032,012	\$ 223,794	\$ 85,253	\$ 448,256

(1) Available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.

(2) The amount necessary to fund Special Benefit Costs not otherwise funded by assessments or other adjustments.

(3) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).

Description	Zone 03	Zone 03A	Zone 04
	Moreno Valley Ranch West	Lasselle Powerline Parkway	Moreno Valley Ranch East
Maintenance & Operation (O&M)			
Total Maintenance Costs	\$ 403,900	\$ 24,268	\$ 316,043
Utilities	\$ 86,200	\$ 4,500	\$ 57,900
Total O&M Expenses	\$ 490,100	\$ 28,768	\$ 373,943
Incidental/Administrative Expenses			
District Administration	\$ 144,278	\$ 11,028	\$ 117,242
County Fees	2,129	163	1,730
Miscellaneous Administration Expenses	17,602	1,345	14,803
Total Incidental/Administrative Expenses	\$ 164,009	\$ 12,536	\$ 133,775
TOTAL ANNUAL EXPENSES	\$ 654,109	\$ 41,304	\$ 507,718
General Benefit Costs	\$ (48,120)	\$ (2,840)	\$ (49,470)
General Fund Maintenance Area Costs	\$ -	\$ -	\$ (13,410)
Total General Benefit Contribution	\$ (48,120)	\$ (2,840)	\$ (62,880)
SPECIAL BENEFIT COSTS	\$ 605,989	\$ 38,464	\$ 444,838
Benefit Cost Adjustments			
Fund Balance Transfer/Reduction ⁽¹⁾	\$ -	\$ (4,975)	\$ (187,817)
Unfunded Improvement Costs/Deficit ⁽²⁾	-	-	-
Total Contributions/Adjustments	\$ -	\$ (4,975)	\$ (187,817)
NET SPECIAL BENEFIT ASSESSMENT	\$ 605,989	\$ 33,489	\$ 257,022
District Statistics			
Total Parcels	4,524	467	2,087
Total Assessed Parcels	4,512	467	2,071
Total EBU	4,494.13307	467.00000	2,336.56000
Proposed Assessment per EBU (FY 2014/15)	\$134.84	\$71.71	\$110.00
Maximum Assessment per EBU	\$134.84	\$71.71	\$110.00
EBU of Non-Assessed Parcels	120.48200	-	78.72000
Contribution for Non-Assessed Parcels ⁽³⁾	(16,246)	-	(8,659)
BALANCE TO LEVY	\$ 589,743	\$ 33,489	\$ 248,362
Reserve Fund/Fund Balance			
Beginning Fund Balance	\$ 582,847	\$ 61,900	\$ 637,013
Collections/ (Transfers or Reductions)	-	(4,975)	(187,817)
Unfunded Improvement Costs/Deficit	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 582,847	\$ 56,925	\$ 449,197

(1) Available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.

(2) The amount necessary to fund Special Benefit Costs not otherwise funded by assessments or other adjustments.

(3) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).

Description	Zone 05	Zone 06	Zone 07	Zone 08
	Stoneridge Ranch	Mahogany Fields	Celebration	Shadow Mountain
Maintenance & Operation (O&M)				
Total Maintenance Costs	\$ 108,698	\$ 82,258	\$ 52,773	\$ 75,996
Utilities	\$ 18,900	\$ 29,600	\$ 6,400	\$ 17,700
Total O&M Expenses	\$ 127,598	\$ 111,858	\$ 59,173	\$ 93,696
Incidental/Administrative Expenses				
District Administration	\$ 16,161	\$ 17,635	\$ 7,725	\$ 12,756
County Fees	239	260	114	188
Miscellaneous Administration Expenses	1,972	2,151	942	1,556
Total Incidental/Administrative Expenses	\$ 18,371	\$ 20,046	\$ 8,781	\$ 14,500
TOTAL ANNUAL EXPENSES	\$ 145,969	\$ 131,904	\$ 67,954	\$ 108,196
General Benefit Costs	\$ (6,580)	\$ (6,770)	\$ (2,435)	\$ (5,005)
General Fund Maintenance Area Costs	\$ -	\$ -	\$ (500)	\$ -
Total General Benefit Contribution	\$ (6,580)	\$ (6,770)	\$ (2,935)	\$ (5,005)
SPECIAL BENEFIT COSTS	\$ 139,389	\$ 125,134	\$ 65,019	\$ 103,191
Benefit Cost Adjustments				
Fund Balance Transfer/Reduction ⁽¹⁾	\$ (73,090)	\$ -	\$ (20,453)	\$ (12,111)
Unfunded Improvement Costs/Deficit ⁽²⁾	-	-	-	-
Total Contributions/Adjustments	\$ (73,090)	\$ -	\$ (20,453)	\$ (12,111)
NET SPECIAL BENEFIT ASSESSMENT	\$ 66,299	\$ 125,134	\$ 44,566	\$ 91,080
District Statistics				
Total Parcels	334	425	262	292
Total Assessed Parcels	334	425	262	291
Total EBU	334.00000	425.00000	262.00000	291.00000
Proposed Assessment per EBU (FY 2014/15)	\$198.50	\$294.43	\$170.10	\$312.99
Maximum Assessment per EBU	\$423.72	\$296.70	\$355.43	\$312.99
EBU of Non-Assessed Parcels	-	-	-	-
Contribution for Non-Assessed Parcels ⁽³⁾	-	-	-	-
BALANCE TO LEVY	\$ 66,299	\$ 125,134	\$ 44,566	\$ 91,080
Reserve Fund/Fund Balance				
Beginning Fund Balance	\$ 408,846	\$ 219,745	\$ 501,692	\$ 167,320
Collections/ (Transfers or Reductions)	(73,090)	-	(20,453)	(12,111)
Unfunded Improvement Costs/Deficit	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 335,755	\$ 219,745	\$ 481,239	\$ 155,209

(1) Available Fund Balance being applied to pay a portion of the Special Benefit Costs for the fiscal year.

(2) The amount necessary to fund Special Benefit Costs not otherwise funded by assessments or other adjustments.

(3) Agency Contribution for parcels that benefit, but have not historically been assessed (typically government owned properties).

ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for fiscal year 2014/15 based on the budget and the method of apportionment presented above. It is important to note that these rates are the same rates previously approved and applied under CSD Zone E.

Fiscal Year 2014/15 Assessment Rates

Zone	Maximum ⁽¹⁾ Rate	Proposed Rates for FY 2014/15
Zone 01	\$134.84	\$ 134.84 per EBU
Zone 01A	\$ 82.57	\$ 82.57 per EBU
Zone 02	\$425.29	\$425.29 per EBU
Zone 03	\$134.84	\$ 134.84 per EBU
Zone 03A	\$ 71.71	\$ 71.71 per EBU
Zone 04	\$110.00 ⁽²⁾	\$ 110.00 per EBU
Zone 05	\$423.72	\$ 198.50 per EBU
Zone 06	\$296.70	\$294.43 per EBU
Zone 07	\$355.43	\$ 170.10 per EBU
Zone 08	\$312.99	\$ 312.99 per EBU

⁽¹⁾ The Maximum Assessment Rate for all other Zones includes an inflationary adjustment that was approved by the property owners as part of the balloted assessment.

⁽²⁾ The Maximum Assessment Rate does not include an inflationary adjustment.

ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

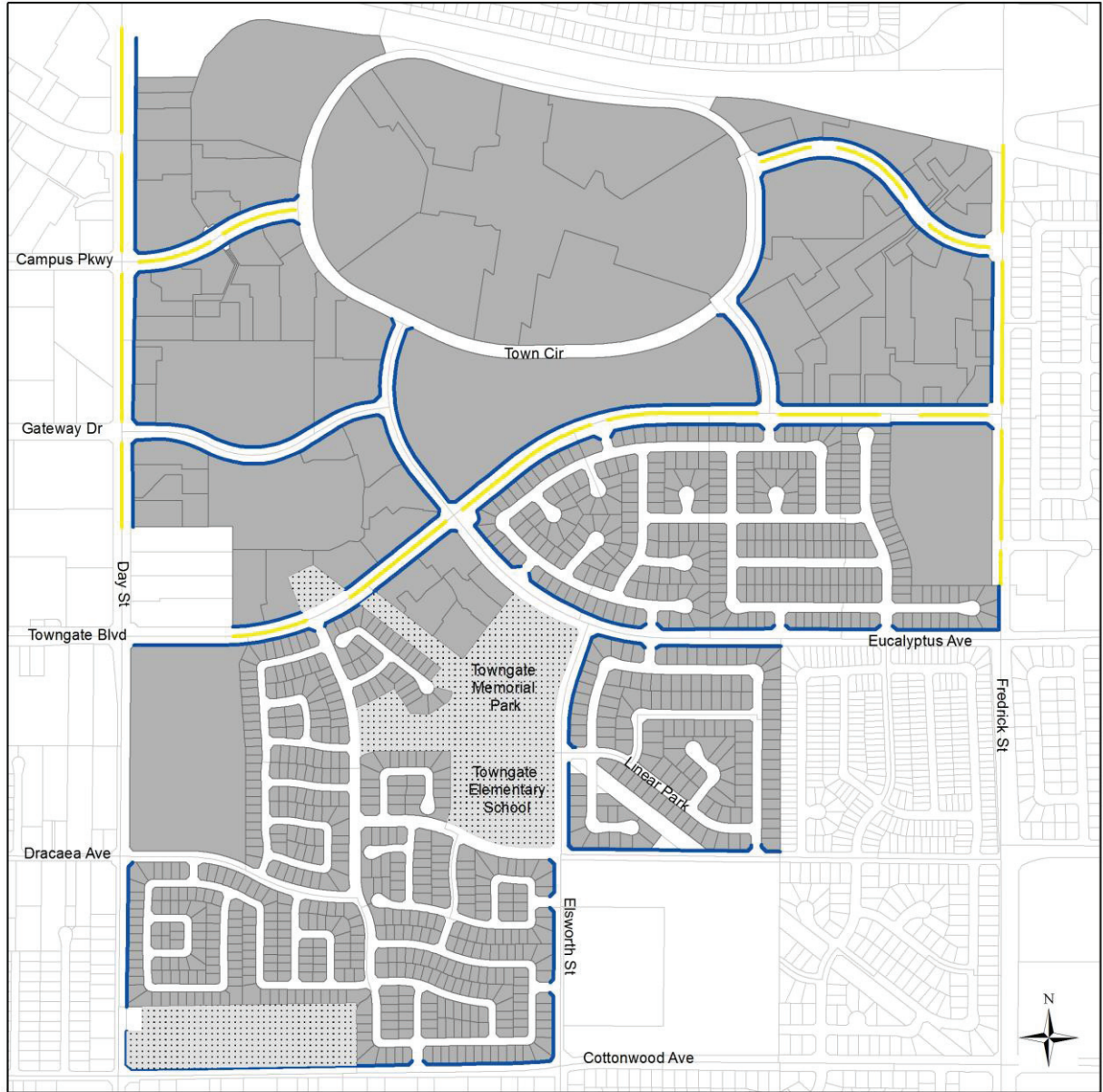
Except in Zone 04 the Assessment Range Formula originally established for CSD Zone E shall be continued for this District and is defined by the following:

Each fiscal year, the Maximum Assessment per EBU (Assessment Rate) established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

PART IV — DISTRICT DIAGRAMS

The following pages provide boundary diagrams for each Zone within the District, as well as a general depiction of the location of the improvements as identified at the time this Report was prepared. Detailed maps of the full extent and location of the improvement areas are on file in the Office of Financial and Management Services, Special Districts Division. The combination of these map and the Assessment Roll referenced by this Report constitute the Assessment Diagrams for the District.

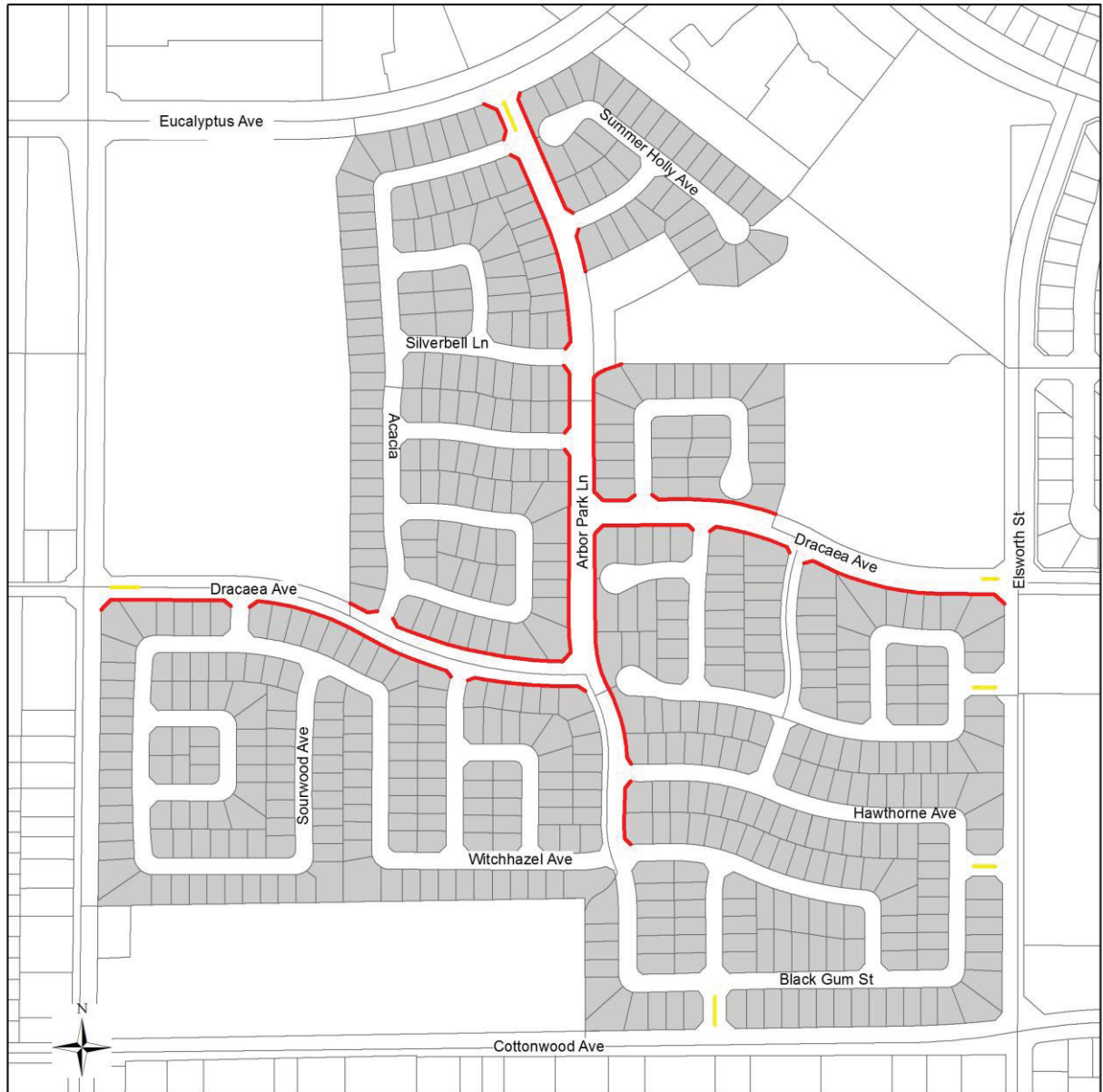
Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01 (TownGate)



- Landscaped Parkway
- Landscaped Median
- Zone 01 Parcels



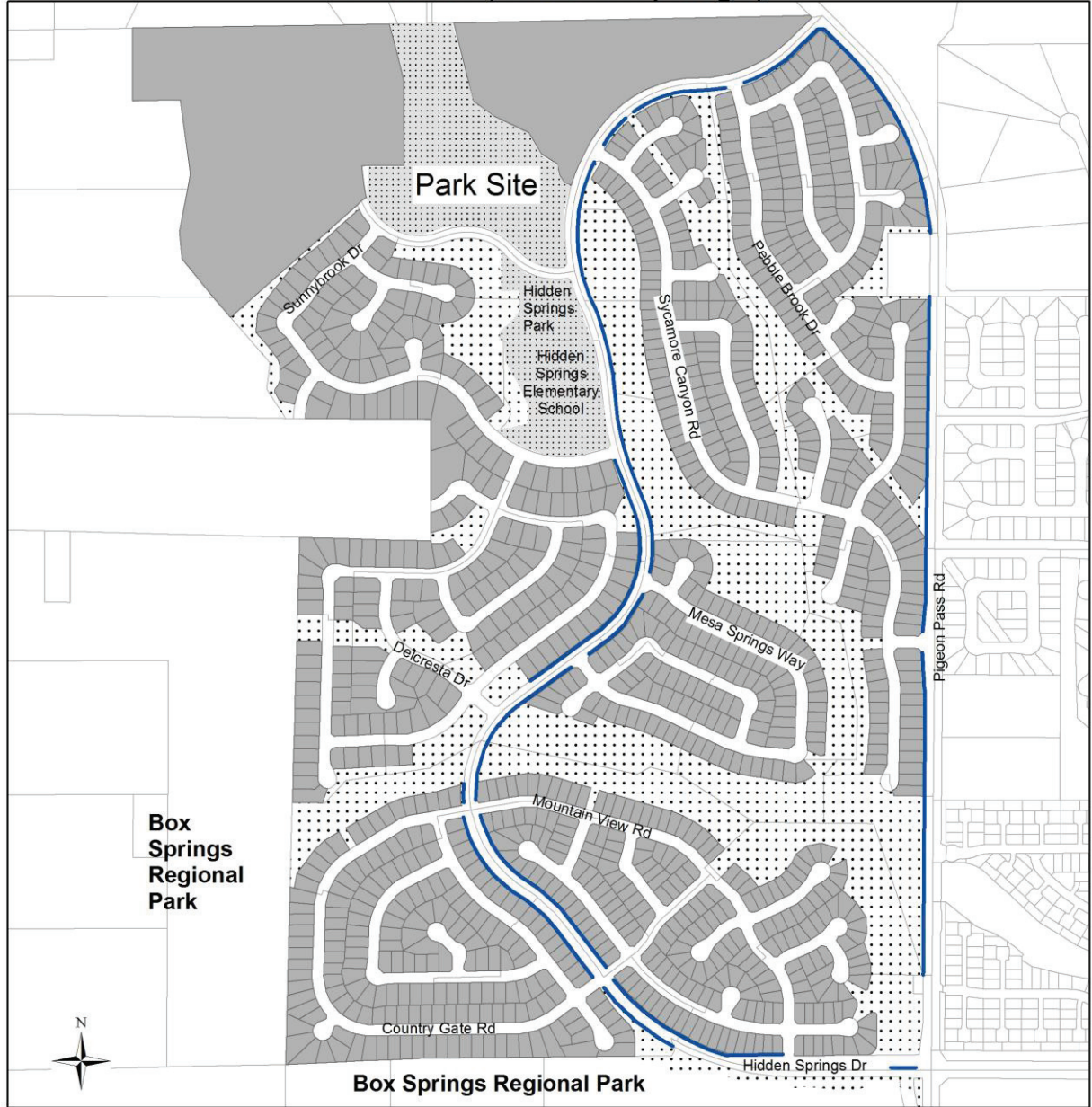
Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 01A (Renaissance Park)



- Landscaped Median
- CSD Maintained Landscape
- Zone 01A Parcels



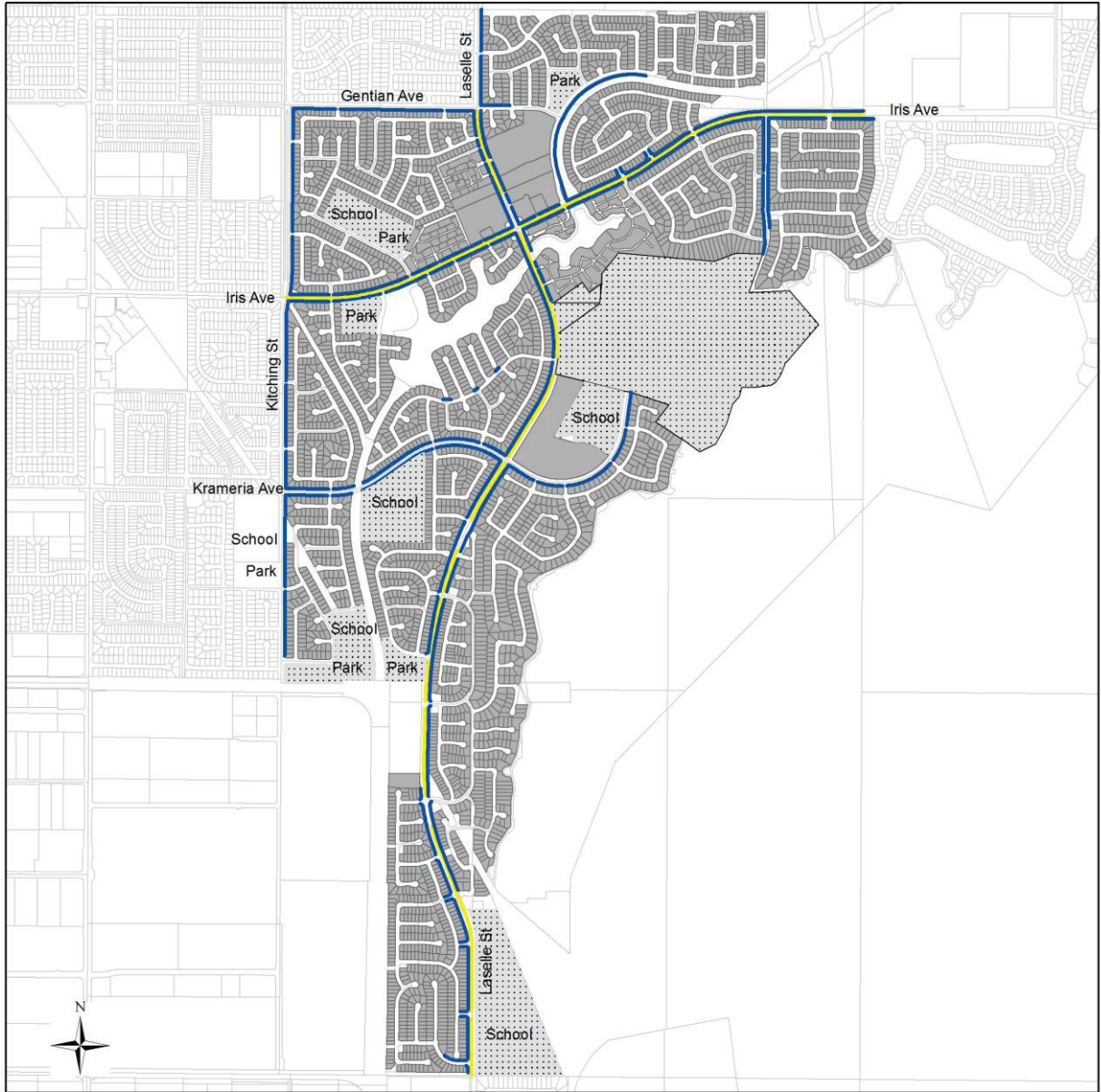
Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 02 (Hidden Springs)



- Landscaped Parkway
- Landscaped Open Space
- Zone 02 Parcels



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03 (Moreno Valley Ranch - West)



- Landscaped Parkway
- Landscaped Medians
- Zone 03 Parcels



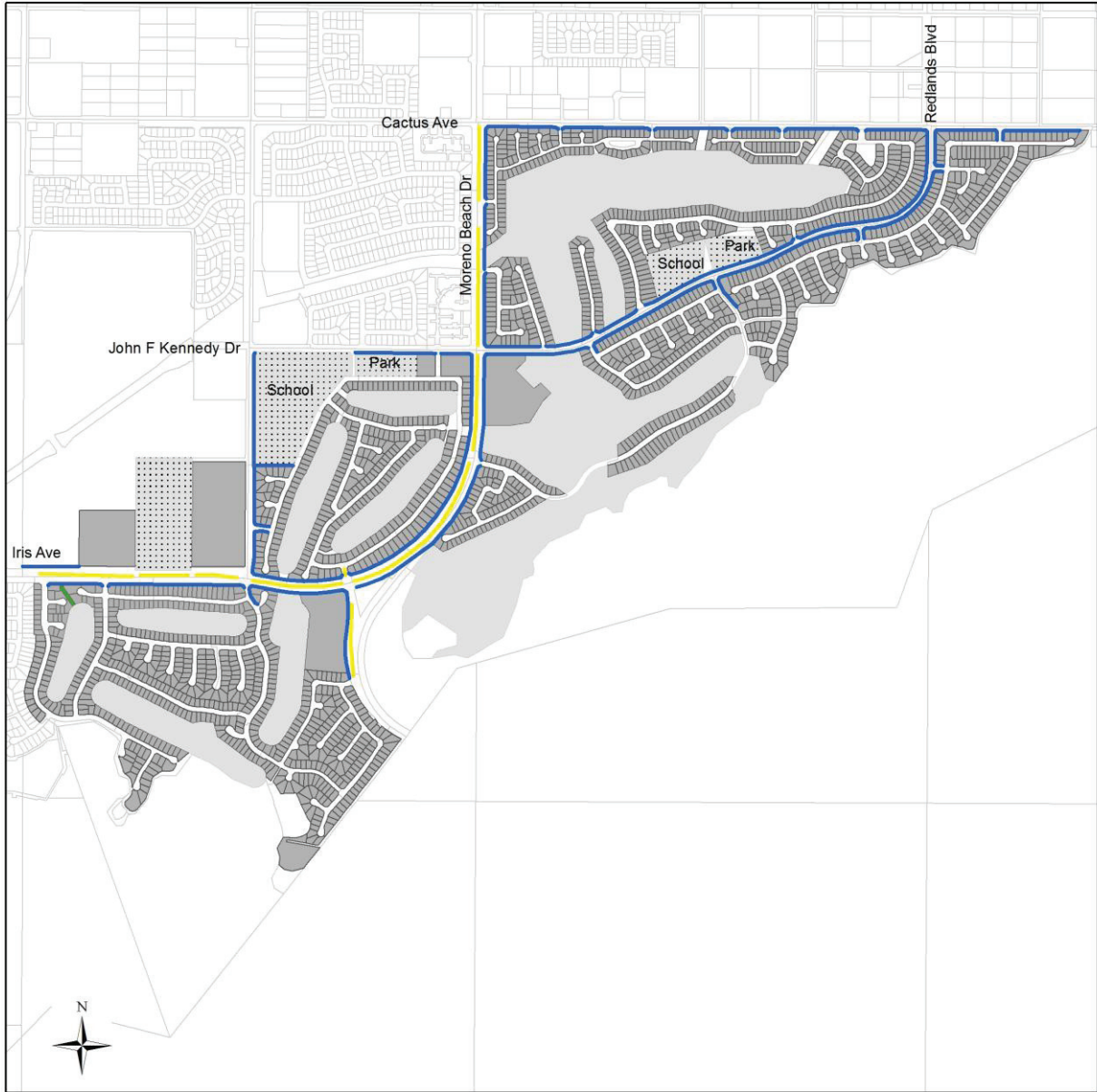
Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 03A (Lasselle Powerline Parkway)



- Landscaped Parkway
- Zone 03A Parcels



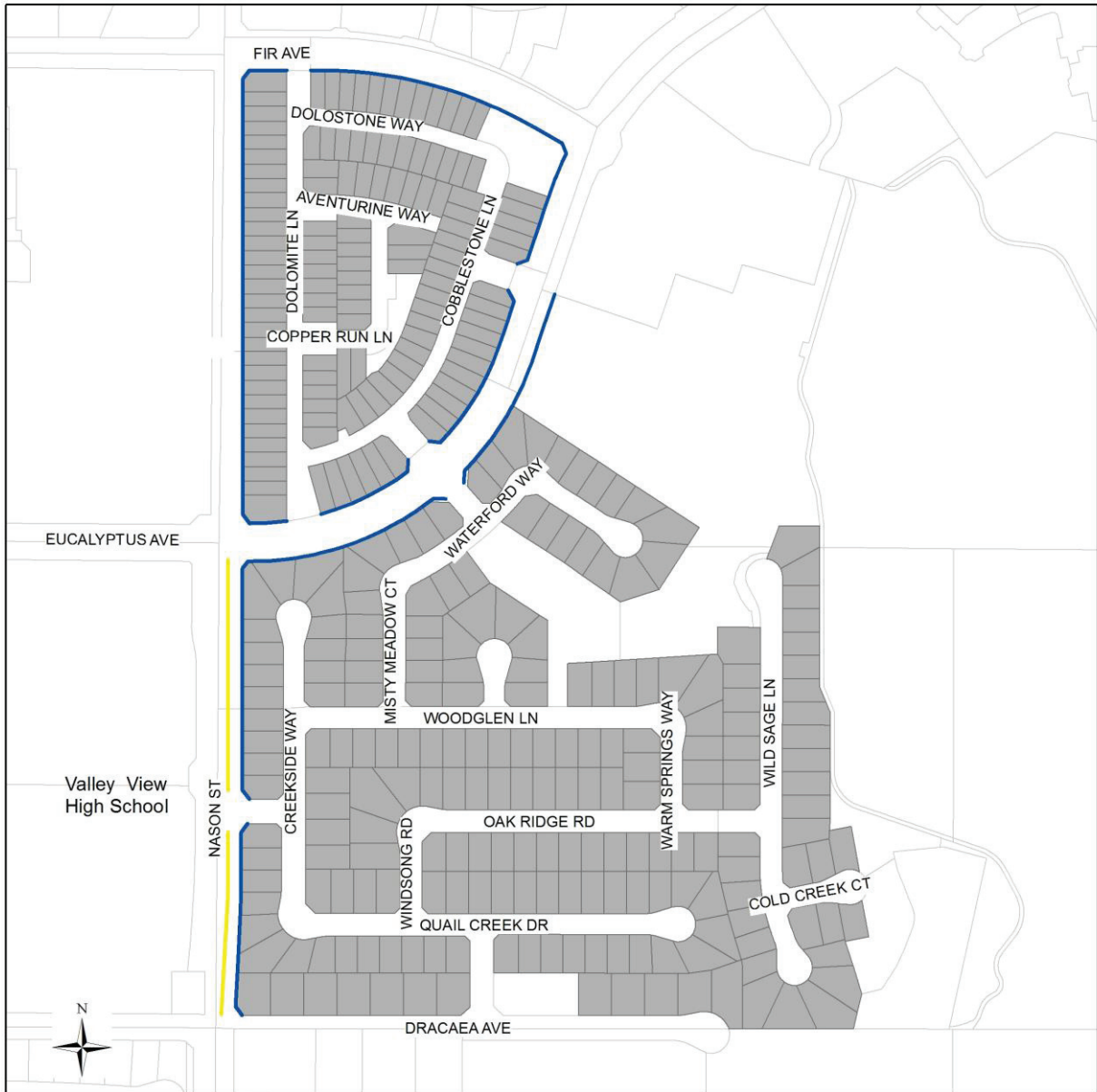
Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 04 (Moreno Valley Ranch - East)



- Landscaped Parkway
- Landscaped Open Space
- Landscaped Medians
- Zone 04 Parcels



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 05 (Stoneridge Ranch)



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 06 (Mahogany Fields)



- Landscaped Parkway
- - - Future Landscaping
- Landscaped Median
- Zone 06 Parcels



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 07 (Celebration)



- General Fund Maintained
- Landscaped Parkway
- Landscaped Median
- Landscaped Open Space
- Zone 07 Parcels



Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 Zone 08 (Shadow Mountain)

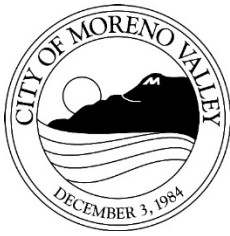


- Landscaped Parkway
- Landscaped Median
- Zone 08 Parcels



PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the Assessor's Parcel Numbers (APNs) to be assessed within this District, along with the corresponding Assessment Amount to be levied for fiscal year 2014/15 has been provided electronically to the Secretary of the CSD Board (City Clerk) due to the number of parcels within the District. If any APN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.



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

Report to City Council

TO: Mayor and City Council Acting in its Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

FROM: Richard Teichert, Chief Financial Officer

AGENDA DATE: April 8, 2014

TITLE: 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

RECOMMENDED ACTION

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 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.

SUMMARY

This report recommends adoption of the proposed resolutions to initiate proceedings to form Lighting Maintenance District 2014-01, approve the Assessment Engineer's Report for Lighting Maintenance District 2014-01, and for intent to establish Lighting Maintenance District 2014-01 ("LMD 2014-01"). Upon the successful formation of the proposed district, the existing CSD Zone B parcels will be transitioned into the proposed district. The property tax bills will no longer reflect the Zone B parcel charge, but rather the LMD 2014-01 assessment at the same rate as previously approved by the property owners. **The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the street lighting services provided.** The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone B.

DISCUSSION

CSD History

The Moreno Valley Community Services District ("CSD") was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) ("CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, where the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was an unincorporated area of Riverside County. The County had created County Service Areas to fund and provide certain enhanced services in this area. The CSD was created so that responsibility for these funding mechanisms (and services) within the newly incorporated City of Moreno Valley could be transitioned from CSA's governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone B of the CSD has been responsible for providing residential street lighting in certain residential subdivisions. These street lighting services are funded through a charge levied on the annual property tax roll to parcels served by the street lighting.

As development occurs in the City, projects are conditioned to provide a funding source for the ongoing maintenance and operation of the neighborhood street lighting installed as part of the development. Historically, developers have opted to apply an annual parcel charge to their property tax bill in order to provide that ongoing revenue stream and have been ultimately included within one or more of the CSD's "zones". This option is selected to satisfy their conditions of approval in lieu of alternatives to form a Home Owners Association or to establish an endowment.

Transition CSD Zone B to a Lighting Maintenance District

Best Management Practices for the City's special financing districts was discussed during the August 20, 2013 Study Session and the February 28, 2014 Finance Subcommittee. That discussion included the utilization of funding mechanisms to provide programs and services above and beyond those customarily provided by the City to those developments requesting additional services. Examples of the additional services that are currently provided include landscape maintenance and operation of street lighting services. The discussion also centered on the utilization of different types of funding mechanisms that are commonly used by other jurisdictions and are considered best management practices.

The CSD is considering transitioning Zone B to an assessment district created pursuant to the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the California Streets and Highways Code) (the "1972 Act"). If this transition occurs, parcels that had been charged an annual Zone B charge for street lighting services will instead be assessed an annual assessment for those services. This transition will match the constitutional status of the Zone B charge as real property assessments with a procedural device designed for the levy of such assessments. The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the street lighting services provided. The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone B.

General Benefit Obligation

Willdan Financial Services has prepared an Assessment Engineer's Report (Report) (Attachment 4) which provides a detailed evaluation of the improvements, budget, and a benefit analysis. This analysis shows the special benefit to the improvement(s) that the adjacent parcels receive and the parcels that are subject to the annual assessment. In addition, the Report identifies a General Benefit Cost of the annual cost to provide operation and maintenance services. In theory the General Benefit is the minimum amount the community would fund had the improvement not been installed by the development and for the benefit that the general public receives as a result of those improvements.

The Engineer's Report has identified the General Benefit Cost to be \$38,340 for FY 2014/15. This amount will fluctuate annually since it is based on a percentage of the annual expenses and as new street light facilities are installed.

For the past several years, the General Fund has been subsidizing the residential street lighting program because revenues received from parcel charges are not adequate to cover the expenditures. For FY 2014/15, the General Fund is budgeted to contribute approximately \$620,000. A portion of the existing General Fund contribution will be designated as the General Benefit Cost, with the remaining amount designated as a General Fund contribution necessary to continue operation of the residential street lighting program.

District Formation Process

The first step in forming Lighting Maintenance District 2014-01 (LMD 2014-01) for residential street lighting is for the legislative body to adopt three resolutions: to initiate proceedings, approve the Report, and intent to establish the LMD 2014-01. The legislative body will also consider setting May 27, 2014 as the date for the Public Hearing to complete the formation of LMD 2014-01.

A Notice will be mailed to the affected property owners notifying them of the date of the public hearing and the proposed conversion of Zone B to Lighting Maintenance District No. 2014-01. The CSD Board will conduct a noticed public hearing pursuant to the provisions of the 1972 Act to consider public testimony, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing and consideration of protests, the CSD Board may approve the Report (as submitted or amended), order the formation of the District, and the levy and collection of assessments as described herein and approved. In such case, the assessments for FY 2014/15 shall be submitted to the Riverside County Auditor/Controller for inclusion on the property tax roll for each parcel. Provided the legislative body approves formation of the district, properties will no longer see a Zone B charge on their property tax bill, but rather an LMD assessment. There will be no increase to the assessment other than a CPI adjustment, provided the property owners previously approved such adjustment.

ALTERNATIVES

1. **Recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-01.** *This alternative is consistent with the concepts discussed by the City Council during the August 20, 2013 Study Session and the Finance Subcommittee at its February 28, 2014 meeting.*
2. **Do not recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-01.** *This alternative is contrary with the concepts discussed by the City Council during the August 20, 2013 Study Session and the Finance Subcommittee at its February 28, 2014 meeting. . This alternative will also require the CSD Board to conduct a Public Hearing to apply the Zone B parcel charges to the 2014/15 property tax bills.*
3. **Do not recommend approval of the proposed Resolutions to initiate the formation process for LMD 2014-01 but rather continue the item to a future Council meeting.** *This alternative may delay the conversion process, which may result in additional costs for postage and advertising to notice the public hearing in addition to third party costs from the consultants. This alternative may also delay the ability to apply the LMD 2014-01 assessment onto the property tax bill in lieu of the CSD Zone B parcel charges in which case the CSD Board will need to conduct a Public Hearing to apply the Zone B parcel charges to the 2014/15 property tax bills.*

FISCAL IMPACT

Consultant and third party costs associated with the conversion of the CSD's Zone B to LMD 2014-01 are projected to be \$97,000, which includes a special tax consultant, special legal counsel, legal noticing publication, postage, etc. These costs will be absorbed within the Residential Street Lighting Fund 5012.

With the conversion of the CSD Zone B, and in compliance with Improvement Act of 1911, the General Fund will need to provide a General Benefit contribution of the annual expenses for district. The Engineer's Report has identified the General Benefit Cost to be \$38,340 for FY 2014/15. This amount will fluctuate annually since it is based on a percentage of the budget and as new street light facilities are installed. A portion of the existing General Fund contribution of approximately \$620,000 to the residential street lighting program will be designated toward the General Benefit Cost, with the remaining amount necessary to fund the shortfall in annual operating revenue.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

The conversion of the CSD Zone B program to an LMD will provide a continued revenue source which will provide funding to ensure the developed areas remain illuminated.

Revenue Diversification and Preservation

The LMD assessment will provide for funding for program costs, which include maintenance and administration.

NOTIFICATION

In addition to publishing a notice of the Public Hearing in the manner set forth in Section 22626(a) of the Streets & Highways Code, all property owners that are subject to the current Zone B charge will be mailed a notice no later than 14 days prior to the Public Hearing, in the manner set forth in Government Code Section 61115(b). The notification is to make property owners aware of the proposed conversion of CSD Zone B to a Lighting Maintenance District and of the no protest Public Hearing date of May 27, 2014.

ATTACHMENTS

1. Proposed Resolution 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
2. Proposed Resolution 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. Proposed Resolution 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
4. Preliminary Engineer's Report for Lighting Maintenance District 2014-01

Prepared by:
Jennifer Terry,
Management Analyst

Department Head Approval:
Richard Teichert
Chief Financial Officer

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zone B ("Zone B") to fund street lighting services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges, with respect to each parcel in Zone B either (i) were approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution or (ii) have not been increased since the effective date of Proposition 218 and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 et seq.) (the "Act"); and

WHEREAS, to clarify the status of the CSD Charges levied in connection with the CSD Zones, the Board of Directors desires to establish Moreno Valley Community Services District Lighting Maintenance District 2014-01 (the "Assessment District").

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Initiation of Proceedings. The Board of Directors hereby proposes the formation of the Assessment District pursuant to the Act and initiates proceedings for the Fiscal Year 2014/15 levy of the annual assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District shall be designated "Moreno

1
Resolution No. CSD 2014-05
Date Adopted: April 8, 2014

Valley Community Services District Lighting Maintenance District 2014-01.”

4. Boundaries of the Assessment District. The Assessment District includes all territory within Zone B.
5. Description of Improvements. The Assessment District will fund the maintenance and servicing of street lighting improvements currently maintained and serviced in connection with Zone B.
6. Engineer’s Report. Willdan Financial, as assessment engineer, is hereby directed to prepare and file a report pursuant to Section 22565 *et seq.* of the Act with respect to the Assessment District. Such report should be sufficient to meet the requirements of Proposition 218 for a detailed engineer’s report.
7. Statement of Intent. The purpose of the Assessment District is to fund ongoing street lighting services through the annual levy of the benefit assessment that is currently imposed by the CSD in Zone B as the CSD Charges.
8. Effective Date. This Resolution shall be effective immediately upon adoption.
9. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

2
Resolution No. CSD 2014-05
Date Adopted: April 8, 2014

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

3
Resolution No. CSD 2014-05
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-05 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2014-05
Date Adopted: April 8, 2014

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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zone B ("Zone B") to fund street lighting services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges have, with respect to each parcel in Zone B either (i) were approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution or (ii) have not been increased since the effective date of Proposition 218 and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 et seq.) (the "Act");

WHEREAS, by prior resolution, in order to clarify the status of the CSD Charges levied in connection with Zone B, the Board of Directors initiated proceedings to establish Moreno Valley Community Services District Lighting Maintenance District 2014-01 (the "Assessment District") pursuant to the Act and to levy the Fiscal Year 2014/15 assessment in connection with the Assessment District; and

WHEREAS, the purpose of the Assessment District is to fund ongoing street lighting services through the annual levy of the benefit assessment that is currently imposed by the CSD in Zone B as the CSD Charges; and

WHEREAS, Willdan Financial, as assessment engineer, has prepared and filed with the Secretary of the CSD a report entitled "Engineer's Report, Moreno Valley Community Services District, Formation Of Lighting Maintenance District No. 2014-01, Fiscal Year 2014/15" (the "Report"), which is on file in the Office of the Secretary of the

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Resolution No. CSD 2014-06
Date Adopted: April 8, 2014

CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Approval of Report. The Board of Directors hereby approves the Report as filed.
3. Effective Date. This Resolution shall be effective immediately upon adoption.
4. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

2
Resolution No. CSD 2014-06
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-06 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2014-06³
Date Adopted: April 8, 2014

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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

WHEREAS, the Moreno Valley Community Services District (the "CSD") annually levies charges (the "CSD Charges") in connection with its Zone B ("Zone B") to fund street lighting services; and

WHEREAS, for purposes of Articles XIII C and XIII D of the California Constitution ("Proposition 218"), the CSD Charges are treated as assessments against real property; and

WHEREAS, the current rates of the CSD Charges, with respect to each parcel in Zone B either (i) were approved following the notice, hearing, and mail ballot proceeding requirements set forth in Article XIII D, Section 4 of the California Constitution or (ii) have not been increased since the effective date of Proposition 218 and are exempt from the requirements of Proposition 218 by virtue of Article XIII D, Section 5(a); and

WHEREAS, pursuant to Government Code Section 61122(e), the CSD is authorized to levy benefit assessments for operations and maintenance consistent with the requirements of Proposition 218, including, but not limited to, benefit assessments levied pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 et seq.) (the "Act"); and

WHEREAS, by prior resolution, in order to clarify the status of the CSD Charges levied in connection with the Zone B, the Board of Directors initiated proceedings to establish Moreno Valley Community Services District Lighting Maintenance District 2014-01 (the "Assessment District") pursuant to the Act and to levy the Fiscal Year 2014/15 assessment in connection with the Assessment District; and

WHEREAS, the purpose of the Assessment District is to fund ongoing street lighting services through the annual levy of the benefit assessment that is currently imposed by the CSD in the Zone B as the CSD Charges; and

WHEREAS, Willdan Financial, as assessment engineer, has prepared and filed with the Secretary of the CSD a report entitled "Engineer's Report, Moreno Valley Community Services District, Formation Of Lighting Maintenance District No. 2014-01, Fiscal Year 2014/15" (the "Report"), which is on file in the Office of the Secretary of the

1
Resolution No. CSD 2014-07
Date Adopted: April 8, 2014

CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Declaration of Intent. The Board of Directors hereby declares its intention to order the formation of the Assessment District, and to levy and collect the Fiscal Year 2014/15 assessment in connection with the Assessment District.
3. Name of Assessment District. The Assessment District shall be designated "Moreno Valley Community Services District Lighting Maintenance District 2014-01."
4. Boundaries of the Assessment District. The Assessment District includes all territory within Zone B.
5. Description of Improvements. The Assessment District will fund the maintenance and servicing of street light improvements currently maintained and serviced in connection with the CSD Zones.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the street lighting improvements to be serviced in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for Fiscal Year 2014/15.
7. Public Hearing. On May 27, 2014 at 6:00 PM or as soon thereafter as practical, in the City Council Chambers located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the formation of the Assessment District and the levy of the proposed assessment for Fiscal Year 2014/15 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act and by mailing a notice to affected property owners in the manner set forth in Government Code Section 61115(b).
9. Protest. Any interested person may, prior to the conclusion of the Hearing, file a

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Resolution No. CSD 2014-07
Date Adopted: April 8, 2014

written protest with the Secretary of the Board of Directors (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.

10. No Increase. The purpose of the Assessment District is to fund ongoing street lighting services through the annual levy of the benefit assessment that is currently imposed by the CSD in Zone B as the CSD Charges. Aside from the implementation of previously adopted annual inflation adjustments, as described in the Report, the assessment rate is not proposed to increase from the rate of the existing CSD Charges. Therefore, for purposes of Proposition 218 and the Act, the proposed Fiscal Year 2014/15 levy does not constitute the levy of a new or increased assessment. In the event a court determines that the proposed Fiscal Year 2014/15 levy is the levy of a new or increased assessment with respect to any parcel of real property (or a court determines that the Assessment District has not been properly formed to include any parcel described in the Report), it is the intent of the Board of Directors that the actions taken of the Board of Directors with respect to that parcel be treated as an action to levy the CSD Charge with respect to that parcel pursuant to Government Code Section 61115(b).
11. No Bonds. No bonds or notes are proposed to be issued in connection with the Assessment District.
12. Effective Date. This Resolution shall be effective immediately upon adoption.
13. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

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Resolution No. CSD 2014-07
Date Adopted: April 8, 2014

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

4
Resolution No. CSD 2014-07
Date Adopted: April 8, 2014

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2014-07 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 8th day of April, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

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Resolution No. CSD 2014-07
Date Adopted: April 8, 2014

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ENGINEER'S REPORT

MORENO VALLEY COMMUNITY SERVICES DISTRICT

FORMATION OF

LIGHTING MAINTENANCE DISTRICT NO. 2014-01

FISCAL YEAR 2014/15

March 29, 2014

MORENO VALLEY COMMUNITY SERVICES DISTRICT

14177 FREDERICK STREET
MORENO VALLEY, CA 92553

PREPARED BY

WILLDAN FINANCIAL SERVICES



WILLDAN
Financial Services

extending
your
reach



ENGINEER'S REPORT STATEMENT

Formation of the

Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

Establishment of Annual Assessments

Riverside County, State of California

As part of the Resolution of Intention packet presented for the consideration of the Moreno Valley Community Services District Board of Directors, this Report describes the proposed Assessments to be levied on parcels within the Lighting Maintenance District 2014-01 commencing in fiscal year 2014/15, including the budget and basis of the assessments. Reference is hereby made to the Riverside County Assessor's Maps for a detailed description of the lines and dimensions of parcels subject to the proposed assessment. The undersigned respectfully submits the enclosed Report as directed by the Moreno Valley Community Services District Board of Directors.

Dated this _____ day of _____, 2014

Willdan Financial Services
Assessment Engineer
On Behalf of the Moreno Valley Community Services District

By: _____

Jim McGuire,
Senior Project Manager

By: _____

Richard Kopecky
R. C. E. # 16742

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INTRODUCTION

The Moreno Valley Community Services District ("CSD") was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) ("CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley. The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was an unincorporated territory of Riverside County. The County had created County Service Areas to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the new City of Moreno Valley could be transitioned from CSA's governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD is comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Zone B of the CSD has been responsible for providing residential street lighting in certain residential subdivisions. These street lighting services are funded through a charge on the annual property tax roll to parcels served by the street lighting. Zone B funds low-level residential street lighting, which is generally provided via 9,500-lumen lights spaced approximately every 125 feet within a subdivision. High-intensity lights outside the subdivisions (which are typically 22,000-lumen lights) are funded through a different zone of the CSD.

In November, 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California. Although referred by the CSD as "charges", the charges imposed by Zone B of the CSD are categorized under Proposition 218 as real-property assessments.

Street lighting is a maintenance and operation expense for sidewalks and streets. Consequently, Zone B charges imposed prior to November 5, 1996 were "grandfathered" under Article XIII D, Section 5(a) of the Constitution, which permitted the continuation of assessments existing prior to the effective date of Proposition 218 so long as those assessments were imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. These grandfathered Zone B charges have continued to be levied annually by the CSD without additional property-owner approval.

Since the adoption of Proposition 218, territory (and associated street lights) has been added to CSD Zone B. When this has occurred, the CSD has conducted a mail ballot assessment proceeding with respect to the levy of the Zone B charges in the new territory as required by Article XIII D, Section 4(e) of the Constitution.

Beginning in December, 1999, the CSD's practice when balloting for a Zone B charge in new territory, was generally to present the Zone B charge with an incorporated automatic inflation adjustment. This was not done for "grandfathered" territory, for territory added to Zone B between November, 1996 and December, 1999, and for certain other territory. Therefore, in some parts of Zone B, the Zone B charge has been imposed annually at a level rate, whereas in other parts of Zone B, the charge has increased each year based on inflation.

In order to clarify the status of the Zone B charges, the CSD is considering transitioning the charges to an assessment district created pursuant to the Landscape and Lighting Act of 1972 (Section 22500 *et seq.* of the California Streets and Highways Code) (the "1972 Act"). If this transition occurs, parcels that had been charged an annual Zone B charge for street lighting services will instead be assessed an annual assessment for those services. This transition will match the constitutional status of the Zone B charges as real property assessments with a procedural device designed for the levy of such assessments. The transition will not increase the amount paid annually by any property owner and will not change the nature or extent of the street lighting services provided. The assessments levied in connection with the new assessment district will in every way serve as a continuation of the charges levied in connection with Zone B.

This report shall serve as the detailed engineers report for fiscal year 2014/15 for the proposed new assessment district, which is designated as: **Lighting Maintenance District No. 2014-01** (the "District").

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses Assessor's Parcel Numbers and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

As part of this District formation to continue the assessments previously levied as CSD Zone B charges, the CSD Board will conduct a noticed public hearing pursuant to the provisions of the 1972 Act to consider public testimony, comments, and written protests regarding the formation of the District and levy of assessments. A Notice will be mailed to the affected property owners notifying them of the date of the public hearing and the proposed conversion of Zone B to Lighting Maintenance District No. 2014-01. Upon conclusion of the public hearing and consideration of protests, the CSD Board may approve the Report (as submitted or amended), order the formation of the District, and the levy and collection of assessments as described herein and approved. In such case, the assessments for fiscal year 2014/15 shall be submitted to the Riverside County Auditor/Controller for inclusion on the property tax roll for each parcel.

Each subsequent fiscal year, an Engineer's Report shall be prepared and presented to the CSD Board describing the District, any changes to the District or improvements, and the proposed budget and assessments for that fiscal year. The CSD Board will hold a public hearing regarding these matters prior to approving and ordering the proposed levy of assessments for that fiscal year and such public hearing shall be noticed pursuant to the 1972 Act if new or increased assessments are not proposed. If in any year, the proposed annual assessments for the District exceed the maximum assessments described herein, such an assessment would be considered a new or increased assessment and must be confirmed through a mailed property owner protest ballot proceeding before that new or increased assessment may be imposed.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the proposed improvements associated with the District. The District is being formed with three zones of benefit (hereafter referred to as "Zones"), which are described in more detail in this section of the Report as well as Part II (Method of Apportionment). A diagram showing the exterior boundaries of the District and the Zones established therein is attached and incorporated herein under Part IV (District Diagram). The plans for the street light installations are on file with the Public Works Department.

Part II

Method of Apportionment: A discussion of the general and special benefits associated with the overall street lighting improvements to be provided within the District (Proposition 218 Benefit Analysis). This Part also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit of apportionment known as an Equivalent Benefit Unit.

Part III

Estimate of Improvement Costs: An estimate of the annual funding required for the annual maintenance, servicing and operation of street lighting improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated ongoing annual expenses to service, maintain and operate existing street lighting improvements within the District including, but not limited to, servicing of the street lights and related facilities, energy costs and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum assessment rate for each Zone of the District and the associated assessment range formula (inflationary adjust), as applicable.

Part IV

District Diagram: A diagram showing the boundaries of the District and the Zones therein is provided in this Report and includes all parcels that receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Riverside County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rate established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for fiscal year 2014/15.

PART I — PLANS AND SPECIFICATIONS

DESCRIPTION OF THE DISTRICT

The territory within the District shall consist of all lots and parcels of land within the boundaries of the CSD that in fiscal year 2013/14, were designated as CSD Zone B. Within these boundaries, parcels are identified and grouped into one of three designated benefit zones based on the special benefits properties receive from the District improvements and the authorized maximum assessments established for CSD Zone B. The three Zones within the District and the benefits associated with the properties therein are described in more detail in Part II (Method of Apportionment) of this Report. In addition the District Diagram in Part IV of the Report provides a visual representation of the District showing the boundaries of the District Zones.

DISTRICT FACILITIES AND IMPROVEMENTS

The street lights to be funded by the District are residential street lights located within the District.

The maintenance, operation, and servicing of the District lighting improvements generally include the furnishing of labor, materials, equipment and electricity for the ordinary and usual maintenance, operation, and servicing of street lights within the public right-of-ways and easements dedicated to the City. These activities include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric sell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits, and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including but not limited to lighting fixtures, poles, meters, conduits, electrical cable and relocation of street light facilities as necessary including the purchase and installation of related equipment and facilities.
- Street light inventory database, pole numbering and mapping to establish the number of street lights that must be maintained, as well as the condition and location of these street lights as part of an effective maintenance program.
- Responding to citizens and Council member inquiries and complaints regarding street lighting.

PART II — METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of street lighting improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formulas used for calculating assessments reflect the composition of parcels within the District (which are all residential properties) and the improvements and activities to be provided, and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for fiscal year 2014/15 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are public street lighting improvements. These improvements generally were installed in connection with the development of the properties within the District and were required by the City as a condition of development. Article XIID Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2(i) defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

BENEFIT ANALYSIS

Special Benefit

The street lighting in the District is low-intensity street lighting that is primarily useful for illuminating the sidewalks and parking lanes in the District. This lighting is distinct from the high-

intensity lights installed on major streets which serve in part to enhance traffic safety. Residential street lights are of lower intensity, but more closely spaced, than the high-intensity (22,000-lumen) street lights. These sorts of low-level, low-intensity residential street lights provide three main special benefits: (i) residential security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with an assessed dwelling unit.

With the exception of the development that comprises Zone 03 (discussed below), the street lights within the District are consistent with the City's typical intensity and spacing standards for residential lighting and each parcel to be assessed is served directly by the system of street lights providing appropriate lighting within the subdivision. Consequently, we conclude that each residential parcel within the District receives substantially similar benefit from the improvements regardless of their location within the District. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District.

General Benefit

Approximately 5% of the street lights funded by the District are located at the perimeter/entryway of a residential development. These perimeter/entryway lights, in contrast to the remainder of the lights funded by the District, arguably provide some illumination that extends beyond the boundaries of the District, that enhances the safety of members of the public unassociated with an assessed parcels, that illuminates traffic or parking on major thoroughfares, or that otherwise provides services to the general public. Although, in general, these street lights exist solely because of the development of assessed parcels, and although the primary purpose of these lights is to provide illumination for assessed parcels, they may provide some level of general benefit in addition to the special benefits provided to the assessed parcels. We estimate that this general benefit constitutes not more than 25% of the total benefit from perimeter/entryway lights. As 25% of the benefit from 5% of the lights constitutes not more than 2% of the total benefit from all improvements operated and maintained by the District, we determine that the total general benefit from operation and maintenance activities will not exceed 2% of operations and maintenance costs.

ZONES OF BENEFIT

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District will be established with benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

There are three zones within the proposed District. The bulk of the parcels in the District are located in either Zone 01 or Zone 02. These Zones are defined separately largely for administrative convenience, as the level of service and service costs per parcel are substantially identical in the two zones and the ratio of the number of lights to the number of parcels is

substantially the same. Zone 01 consists of those parcels that, as a result of Proposition 218, are subject to an assessment that is not annually adjusted for inflation. Zone 02 consists of those parcels for which the assessment can be adjusted annually for inflation.

Zone 03 consists of 65 residential parcels located in Tract 21958. This tract is unique within the District because it was developed with a substantially lower street light density (street lights are spaced farther apart than the residential street lights typically found in the residential tracts of Zone 01 and Zone 02). As a result, the parcels in Tract 21958 generally receive less lighting than parcels elsewhere in the District, and the per parcel cost of providing street light special benefits to these Tract 21958 parcels is substantially less than the cost of providing benefits elsewhere in the District.

For Fiscal Year 2014/15:

- Zone 01 includes 32,721 parcels and has 6,345 street lights.
- Zone 02 includes 7,396 parcels and has 1,377 street lights.
- Zone 03 includes 65 parcels and 3 street lights.

The District Budget, incorporated herein under Part III of this Report, provides a summary of the total estimated cost of providing the street lighting improvements and the allocation of those costs between the three zones (which is based on the number of lights in each Zone) as well as those costs that are considered general benefit. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Office of Financial and Management Services Department, Special Districts Division and by reference these documents are made part of this Report. A diagram showing the boundaries of the three Zones outlined above is attached and incorporated herein under Part IV (District Diagram) of this Report.

ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of EBU's (Equivalent Benefit Units) based on its land use. One EBU is defined as the special benefit allocable to a single family home. In each case, a parcel is only allocated EBU's in a fiscal year if the street lights serving the parcel (or serving the perimeter of the complex in the case of apartments or condominiums) has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

Single Family Residential — This land use is defined as a fully subdivided single family residential home site with or without a structure. This land use is assigned 1.0 EBU per lot or parcel.

Condominium Residential — This land use is defined as a fully subdivided condominium residential unit assigned its own Assessor's Parcel Number by the County. EBU's are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the

typical number of single family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

Multi-Family Residential and Mobile Home Parks — This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. Benefit is allocated to these parcels on an acreage basis by multiplying the acreage of the parcel by 4 (the typical number of single family homes in an acre of typical development).

Vacant Parcels — This land use classification identifies properties that are identified as undeveloped property that is not fully subdivided, but is served by a street light improvement. This land use is assigned 1.0 EBU per lot or parcel.

Approved Single Family Residential — This land use is defined as a fully subdivided single family residential home site with or without a structure, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but until such time that the street lights are to be installed, these parcels will not be assessed and are assigned 0.0 EBU.

Planned Residential Development — This land use is defined as a property that is currently considered vacant or undeveloped land that is to be subdivided into a known number of residential lots, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but that has not yet occurred. Until such time that the street lights are to be installed, these parcels will not be assessed and are assigned 0.0 EBU.

Exempt — means a lot, parcel of land or Assessor's Parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets and other roadways; public easements or right-of-ways including; landscaped parkways or easements and utility right-of-ways or easements such as irrigation or drainage ditches, channels or basins; and flood plains. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. (These types of properties may or may not be assigned an Assessor's Parcel Number by the County).

Also exempt from assessment are Assessor's Parcels that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel.

PART III — ESTIMATE OF IMPROVEMENT COSTS

CALCULATION OF ASSESSMENTS

An assessment amount per EBU is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the proportional "General Benefit Costs" which establishes the "Special Benefit Costs";

$$\text{Total Amount Budgeted} - \text{General Benefit Costs} = \text{Special Benefit Costs}$$

To the resulting "Special Benefit Costs", various "Benefit Cost Adjustments" are applied that may include:

- "One-Time Funding (from other available sources)", represents available funds identified as part of a recent audit of CSD accounts. This one-time contribution of available funds is being applied to reduce the Special Benefit Costs for this fiscal year.
- "Additional Agency Contribution", which is a contribution of funds from other revenue sources available to the CSD to reduce the amount to be levied as Special Benefit Costs for this fiscal year. This contribution is in addition to the General Benefit Costs.
- "Unfunded Improvement Costs/Deficit", is the amount of funding necessary to fund the Special Benefit Costs that are not reduced by the other contributions noted. This amount will result in a deficit to the Fund Balance to be carried over to the next fiscal year unless cost savings can be attained in the current fiscal year.

These adjustments to the Special Benefit Costs result in the "Net Assessment Budget" or "Balance to Levy" (the amount to be collected as Assessments);

$$\text{Special Benefit Costs} +/- \text{Benefit Cost Adjustments} = \text{Net Assessment Budget}$$

The amount identified as the "Net Assessment Budget" is divided by the total number of EBU's of parcels to be assessed to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. This Rate is then applied to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment obligation for the improvements.

$$\text{Net Assessment Budget} / \text{Total EBU (to be assessed)} = \text{Assessment per EBU}$$

$$\text{Assessment per EBU} \times \text{Parcel EBU} = \text{Parcel Assessment Amount}$$

DISTRICT BUDGET

The following budget outlines the estimated costs to maintain the improvements and the anticipated expenditures for fiscal year 2014/15. O&M costs were allocated amongst the zones proportionately to the number of street lights serving the zones.

Description	Total District Budget	Zone 01	Zone 02	Zone 03
Maintenance & Operation (O&M)				
Total Maintenance Costs	\$ 247,100	\$ 202,962	\$ 44,042	\$ 96
Utilities	<u>1,523,900</u>	<u>1,251,698</u>	<u>271,611</u>	<u>592</u>
Total O&M Expenses	\$ 1,771,000	\$ 1,454,660	\$ 315,652	\$ 688
Incidental/Administrative Expenses				
District Administration	\$ 115,100	\$ 94,541	\$ 20,515	\$ 45
County Fees	25,700	21,109	4,581	10
Miscellaneous Administration Expenses	<u>5,200</u>	<u>4,271</u>	<u>927</u>	<u>2</u>
Total Incidental/Administrative Expenses	\$ 146,000	\$ 119,921	\$ 26,022	\$ 57
TOTAL ANNUAL EXPENSES	\$1,917,000	\$ 1,574,581	\$ 341,674	\$ 744
General Benefit Costs	\$ (38,340)	\$ (31,492)	\$ (6,833)	\$ (15)
SPECIAL BENEFIT COSTS	\$1,878,660	\$ 1,543,090	\$ 334,841	\$ 730
Benefit Cost Adjustments				
One-Time Funding (from other available sources) ⁽¹⁾	\$ (252,939)	\$ (207,759)	\$ (45,082)	\$ (98)
Additional Agency Contribution ⁽²⁾	(660,660)	(560,413)	(100,006)	(241)
Unfunded Improvement Costs/Deficit ⁽³⁾	<u>(27,601)</u>	<u>(22,680)</u>	<u>(4,921)</u>	<u>-</u>
Total Contributions/Adjustments	\$ (941,201)	\$ (790,852)	\$ (150,010)	\$ (340)
NET ASSESSMENT BUDGET (Balance to Levy)	\$ 937,459	\$ 752,238	\$ 184,831	\$ 390
District Statistics				
Total Parcels		32,721	7,396	65
Total Assessed Parcels		32,706	7,097	65
Total EBU		32,706.00	7,097.00	65.00
Proposed Assessment per EBU		\$23.00	\$26.04	\$6.00
<i>Maximum Assessment per EBU</i>		\$23.00	\$26.04	\$6.00
Reserve Fund/Fund Balance				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Collections/ (Reductions/Deficit)	(27,601)	(22,680)	(4,921)	-
Ending Fund Balance	\$ (27,601)	\$ (22,680)	\$ (4,921)	\$ -

(1) This represents available funds identified as part of a recent audit of CSD accounts. This one-time contribution of available funds is being applied to reduce the Special Benefit Costs for this fiscal year.

(2) A contribution of funds from other revenue sources available to the CSD to reduce the amount to be levied as Special Benefit Costs for this fiscal year. This contribution is in addition to the General Benefit Costs.

(3) Represents the amount of funding necessary to fund the Special Benefit Costs that are not reduced by the other contributions noted. This amount will result in a deficit to the Fund Balance to be carried over to the next fiscal year unless cost savings can be attained in the current fiscal year.

ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for fiscal year 2014/15 based on the budget and the method of apportionment presented above. It is important to note that these rates are the same rates previously approved and applied under CSD Zone B.

Fiscal Year 2014/15 Assessment Rates

Zone	Maximum Rate	Proposed Rates for FY 2014/15
Zone 01	\$ 23.00 ⁽¹⁾	\$23.00 per EBU
Zone 02	\$ 26.04	\$26.04 per EBU
Zone 03	\$ 6.00	\$ 6.00 per EBU

⁽¹⁾ The Maximum Assessment Rate includes an inflationary adjustment previously balloted and approved by the property owners

Note that for Fiscal Year 2014/15 there are:

- 32,706.00 EBUs in Zones 01 sharing \$1,543,090 in proportional special benefit for a cost of proportional special benefit of \$47.18 per EBU.
- 7,097.00 EBUs in Zones 02 sharing \$334,841 in proportional special benefit for a cost of proportional special benefit of \$47.18 per EBU.
- 65.00 EBUs in Zones 03 sharing \$730 in proportional special benefit for a cost of proportional special benefit of \$11.22 per EBU.
- The proposed assessment rates in each Zone do not exceed the cost of the proportional special benefits per EBU for that Zone.

ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

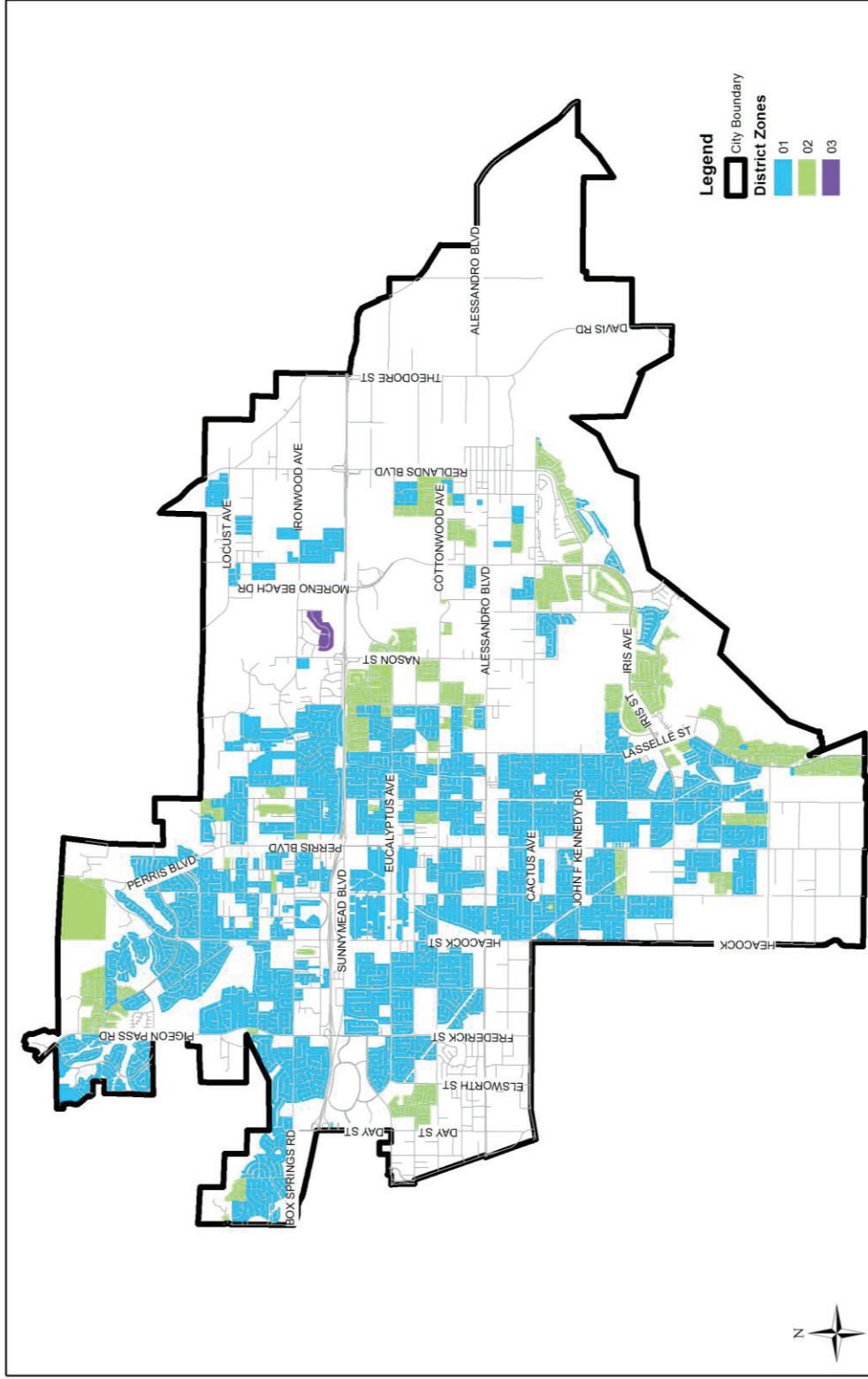
The following inflation adjustment applies to the maximum rate permissible in Zone 02 only:

Each fiscal year, the Maximum Assessment per EBU (Assessment Rate) for Zone 02 established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.

PART IV — DISTRICT DIAGRAM

The parcels within the District consist of all lots and parcels of land within the CSD. The following page provides a boundary map that displays exterior boundaries of the District, as well as the three Zones within the District as the same existed at the time this Report was prepared. The combination of this map and the Assessment Roll referenced by this Report constitute the Assessment Diagram for the District.

Moreno Valley Community Services District Streetlight Maintenance District No. 2014-01



PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the Assessor's Parcel Numbers (APNs) to be assessed within this District, along with the corresponding Assessment Amount to be levied for fiscal year 2014/15 has been provided electronically to the Secretary of the CSD Board (City Clerk) due to the number of parcels within the District. If any APN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.

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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: Michelle Dawson, City Manager

AGENDA DATE: April 8, 2014

TITLE: APPROVE RESOLUTION NO. 2014-30 ESTABLISHING THE EMERGING LEADERS COUNCIL

RECOMMENDED ACTION

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.

SUMMARY

This report recommends that the City Council take action to establish a City of Moreno Valley Emerging Leaders Council. The purpose of an Emerging Leaders Council is to identify students with the desire and potential to become community leaders, educate those students in local and regional government policies and activities, and focus their efforts on service in the Moreno Valley community.

DISCUSSION

Council Member Dr. Gutierrez requested that staff investigate the formation of an advisory committee or commission comprised of young adults/students with the following objectives:

- Increase young adult involvement within the community.
- Educate members and their peers on the responsibilities and importance of local government.
- Create opportunities for public discussion of issues of importance to the community's youth through meetings and workshops.
- Explore and identify issues and concerns of special importance to teens and young adults and communicate those issues to the City Council.
- Make recommendations to the City Council regarding youth-related programs, services, legislation, etc.
- Encourage youth participation in community service programs and projects.
- Attend and participate in City-wide special events.
- Additional goals identified by the members of the Emerging Leaders Council.

The proposed resolution will establish the Emerging Leaders Council (ELC) as a standing seven-member committee comprised of college students aged 18 - 25 appointed to staggered two-year terms. As with most boards and commissions, residency in Moreno Valley will be a requirement for members. Current enrollment in college will be required as well. An application process will be used in accordance with standards established by City boards and commissions. Additionally, the proposed resolution includes the following:

- Two alternate members in addition to the seven permanent members.
- Meetings to be held in the Council Chamber on a monthly basis.
- Instead of the typical titles of "Chair" and "Vice Chair", these positions will be called "Mayor" and "Mayor Pro Tem."
- The City Council will appoint one of its members to serve as a liaison/advisor to the ELC.
- The City Manager will appoint a staff liaison to the ELC.
- The Council liaison/advisor and staff liaison will prepare an application form to be submitted by prospective members to the City Clerk. The Council liaison/advisor will ask one other Council Member to assist in reviewing applications, interviewing candidates, and making recommendations to the full City Council.
- All meetings of the ELC will be open to the public and the ELC will be governed by the Brown Act.
- Community service will be an integral component of the scope of the ELC's responsibilities and members will be encouraged to adopt a service club.

ALTERNATIVES

1. Approve the proposed Resolution establishing the Emerging Leaders Council and appoint one member of the City Council to act as liaison/advisor to the Emerging Leaders Council. *Staff recommends this alternative.*
2. Do not approve the proposed Resolution establishing the Emerging Leaders Council and/or do not appoint one member of the City Council to act as

liaison/advisor to the Emerging Leaders Council. *Staff does not recommend this alternative.*

FISCAL IMPACT

There is no fiscal impact.

CITY COUNCIL GOALS

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

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

ATTACHMENT

Attachment: Proposed Resolution

Prepared By:
Michelle Dawson
City Manager

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RESOLUTION NO. 2014-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING AN EMERGING LEADERS COUNCIL

WHEREAS, the actions of the Moreno Valley City Council directly impact the community, including our youth and young adults; and

WHEREAS, Moreno Valley has an abundance of intelligent, civic-minded college students with the potential to become future leaders of this community; and

WHEREAS, Moreno Valley's youth and young adults are capable of participating in a meaningful way in the community's governance; and

WHEREAS, the City Council has a desire to help identify these emerging leaders and provide them with the opportunity to learn about local government, advise the City Council on youth-related issues, and participate in serving their community; and

WHEREAS, a formal Emerging Leaders Council will give Moreno Valley's young adults the opportunity to communicate with the City Council and contribute to the community through participation in City government and service projects.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY ESTABLISH THE MORENO VALLEY EMERGING LEADERS COUNCIL WHICH SHALL SERVE AND BE GOVERNED AS FOLLOWS:

1. The purpose of the Emerging Leaders Council (ELC) is to identify students with a desire and potential to become community leaders, educate and engage young adults in local government, and focus efforts on service to the Moreno Valley community.
2. The ELC shall consist of 7 members and 2 alternates appointed by the City Council.
3. The City Council shall appoint one member of the City Council to act as liaison/advisor to the ELC. The Council liaison/advisor shall select one Council Member to assist him/her in reviewing applications and interviewing candidates and will make recommendations to the full City Council for ELC appointments.
4. The City Manager shall appoint a staff liaison to the ELC and provide such reimbursement for their necessary expenses as may be authorized by the City Council in the budget and approved in advance by the City Manager.
5. ELC members shall be college students aged 18 -25 that reside in Moreno Valley.

6. The Council-appointed liaison/advisor and staff liaison shall prepare an application for ELC membership in accordance in accordance with the standards established by other City Commissions and Boards. All applications will be submitted to the City Clerk.
7. The terms of service shall be for two years from June 1 to May 31. Any vacancies created on the ELC will be filled by the City Council after the liaison/advisor reviews applications and interviews candidates as needed.
8. Officers of the ELC shall be selected annually in June of each year by the members and will include a Mayor, Mayor Pro Tem and Clerk.
9. The ELC shall meet in regular session once per month on a day and time established by the ELC. All meetings shall be open to the public. Special meetings may be called by the ELC Mayor or by a majority of its membership provided that notice of such special meetings is given to each member at least 48 hours prior to the time of the meeting.
10. The ELC shall be governed by the Brown Act and follow the Rules of Procedure for Council Meetings and Related Functions and Activities as enacted by City Resolution 2013-10, and as amended by future City Resolutions.
11. A quorum exists if 4 or more members are present and a majority vote of the members present shall be required to carry any proposed motion or action.
12. The ELC Clerk shall be responsible for keeping a public record of the ELC's actions. Promptly after approval thereof by the ELC, the original minutes of the meetings shall be filed with the City Clerk.
13. No member may take any action or make any statements committing the ELC as a whole unless given authority to do so by vote of the ELC.
14. All written communication to outside groups shall be approved by the staff liaison to the ELC and shall be sent out under the signature of the ELC Mayor with approval of the majority.
15. If a member of the ELC is absent without cause from three successive regular meetings or from twenty-five percent (25%) of the duly scheduled meetings of the ELC within any fiscal year, the ELC may request the Council liaison declare a position vacant. An absence may be excused if it is due to illness or is unavoidable and the member gives notice to assigned City staff as to the reason.
16. The Emerging Leaders Council shall have the following power and duties:
 - Increase young adult involvement within the community.

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Resolution No. 2014-30
Date Adopted: April 8, 2014

- Educate members and their peers on the responsibilities and importance of local government.
- Create opportunities for public discussion of issues of importance to the community's youth through meetings and workshops.
- Explore and identify issues and concerns of special importance to teens and young adults and communicate those issues to the City Council.
- Make recommendations to the City Council regarding youth-related programs, services, legislation, etc.
- Encourage youth participation in community service programs and projects.
- Attend and participate in City-wide special events.
- Additional goals identified by the members of the Emerging Leaders Council.
- Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities.
- Submit periodic status reports to the Mayor and City Council.

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Resolution No. 2014-30
Date Adopted: April 8, 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. 2014-30 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th 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. 2014-30
Date Adopted: April 8, 2014

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

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

SECTION 1. FINDINGS.

- A. The Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act") authorizes the City Council to establish a community facilities district to finance certain services within the district.
- B. By its prior resolution, the City Council established its City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD").
- C. By its prior resolution, the City Council declared and certified the results of an election at which the landowners of the CFD approved a special tax in connection with the CFD (the "Special Tax") and an appropriations limit for the CFD.
- D. City Council now desires to levy and impose the Special Tax and to take other related actions.

SECTION 2. LEVY OF SPECIAL TAX.

The annual Special Tax is levied pursuant to Section 53340 of the Act against all non-exempt parcels of real property within the CFD. The rate and method of apportionment of the Special Tax are described in Exhibit "A" to this Ordinance, which is incorporated herein by reference (the "Rate and Method of Apportionment").

The Special Tax will be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any Special Taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.

Under no circumstances will the special tax levied in any fiscal year against any parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the

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Ordinance No. 874
Date Adopted: April 8, 2014

amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. This tax may not be prepaid.

SECTION 3. USE OF TAX.

In addition to the administrative expenses described in the Rate and Method of Apportionment, proceeds of the Special Tax may be used to fund:

- A. Landscape Maintenance Services: Maintaining, servicing and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

- B. Street Lighting Services: Maintaining, servicing and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

These services are in addition to those provided in the territory within the CFD prior to the establishment of the CFD and such Services will not supplant services already available within the territory.

SECTION 4. ACCOUNTABILITY MEASURES.

The Special Tax will be subject to the following accountability measures:

- (i) Proceeds of the Special Tax will be deposited in a special account and used only for the purpose of financing the costs identified in Section 5 of this Ordinance; and

- (ii) An annual report will be filed by the Special Districts Division of the Financial and Management Services Department of the City at least once a year containing a description of the amount of funds in the Special Account and the status of any costs identified in Section 3 of this Ordinance.

SECTION 5. ADMINISTRATION.

The Special Districts Division of the Financial and Management Services Department, which is located at 14177 Frederick Street, Moreno Valley, California 92553 and can be telephoned at 951.413.3480 will be responsible for annually preparing a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 6. APPROPRIATIONS LIMIT.

The City Council establishes an appropriations limit for the CFD, pursuant to Article XIII B, Section 8(h) of the California Constitution, at \$100 Million. Such limit shall be adjusted for changes in the cost of living, or changes in population, pursuant to Section 53325.7 of the Act.

SECTION 7. NOTICE OF SPECIAL TAX LIEN.

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until collection of the tax by the legislative body ceases. The recordation of such notice is directed by the Council.

SECTION 8. INTERPRETATION.

The CFD Administrator is authorized to issue such interpretations of this Ordinance as he or she feels is necessary or useful to administer the Special Tax. Any such interpretations may be ratified or disapproved by resolution of the City Council, but shall be treated as official interpretations in the absence of Council action.

SECTION 9. CORRECTION OF ERRORS.

If a Special Tax is calculated or applied in error with respect to a parcel, the CFD Administrator is authorized to modify or correct the Special Tax applied, and to issue a credit or refund as appropriate. The CFD Administrator will respond in writing to any written request from a taxpayer for a modification or correction. Any such written response may be appealed by the taxpayer through the filing of a claim following the normal claims procedures of the City.

SECTION 10. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent

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Ordinance No. 874
Date Adopted: April 8, 2014

jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases hereof be declared invalid or unconstitutional.

SECTION 11. EFFECT OF ENACTMENT.

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

SECTION 12. NOTICE OF ADOPTION.

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

SECTION 13. EFFECTIVE DATE.

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

APPROVED AND ADOPTED this 8th day of April, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Ordinance No. 874
Date Adopted: April 8, 2014

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 874 had its first reading on March 25, 2014 and had its second reading on April 8, 2014, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 8th 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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Ordinance No. 874
Date Adopted: April 8, 2014



CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax for the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year commencing in Fiscal Year 2014/15 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*).

"Administrative Expenses" means the expenses incurred by the City as administrator of the CFD to determine, levy and collect the Special Taxes, including salaries and benefits of City employees whose duties are related to administration of the CFD and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes, preparation of required reports; and any other costs required to administer the CFD as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%). If the CPI for the Los Angeles-Riverside-Orange County area is discontinued, the CFD administrator may replace it with a similar index for the purposes of calculating the Annual Escalation Factor.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on the official map of the Riverside County Assessor designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year 2014-15.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and administering the levy and collection of the Special Taxes.

"CFD" means City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services).

“City” means the City of Moreno Valley.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Lot” means property within a recorded Final Map, which is identified by a lot number for which a building permit could be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the CFD in any Fiscal Year on any Assessor’s Parcel.

“Property Owner Association Property” means any property within the boundaries of the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class within each Tax Rate Area.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency and is used for public purposes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means, for each Tax Rate Area separately, the amount required in any Fiscal Year to: (i) pay for the services financed by the CFD; (ii) pay Administrative Expenses; (iii) pay any amounts required to establish or replenish any Reserve Funds; and (iv) pay for anticipated delinquent Special Taxes (not to exceed 10% of total requirement) less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD other than Public Property, Property Owner Association Property, or property exempted by law from the Special Tax.

“Tax-Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, and (iii) property owned in common.

“**Tax Rate Area**” means a mutually exclusive geographic area in which the Special Tax may be levied pursuant to this RMA. All of the property in the CFD at the time of formation is within Tax Rate Area No. 1. Additional Tax Rate Areas may be created when property is annexed into the CFD, and a separate Special Tax, is identified for property within the new Tax Rate Area at the time of such annexation.

B. MAXIMUM SPECIAL TAX RATES

1. Tax Rate Area No. 1

The Maximum Special Tax for Taxable Property in Tax Rate Area No. 1 will be \$665.75 per Lot

On each July 1 following the Base Year, the Maximum Special Tax rates shall be increased in accordance with the Annual Escalation Factor.

A different Maximum Special Tax shall be identified for Tax Rate Areas added to the CFD as a result of future annexations.

2. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

C. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2014/15 and for each following Fiscal Year, the CFD Administrator shall, separately within each Tax Rate Area, levy the Special Tax Proportionately on each Assessor’s Parcel, whether Developed or Undeveloped, within that Tax Rate Area at up to 100% of the applicable Maximum Special Tax until the amount levied is equal to the Special Tax Requirement assigned to that Tax Rate Area in that Fiscal Year.

D. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to a Parcel is in error may file a written notice with the CFD Administrator appealing the levy of the Special Tax. This notice is required to be filed with the CFD Administrator during the Fiscal Year the error is believed to have occurred. The CFD Administrator or its designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the CFD Administrator verifies that the tax should be changed the Special Tax levy shall be corrected and, if applicable, a refund shall be granted.

The City Council may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the

Special Tax and any landowner appeals. Any decision of the City Council shall be final and binding as to all persons.

E. MANNER OF COLLECTION

The Special Tax as levied pursuant to Section D above and shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; however, the CFD Administrator may directly bill the Special Tax or collect Special Taxes at a different time, if necessary, to meet the financial obligations of the CFD as otherwise determined appropriate by the CFD Administrator.

The Special Tax shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes.

F. PREPAYMENT OF SPECIAL TAX OBLIGATION

The Special Tax may not be prepaid.

G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

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