



**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**

**June 7, 2016**

**REGULAR MEETING – 6:00 PM**

**City Council Study Sessions**

Second Tuesday of each month – 6:00 p.m.

**City Council Meetings**

Special Presentations – 5:30 P.M.

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

**City Council Closed Session**

*Will be scheduled as needed at 4:30 p.m.*

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 Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Mayor Pro Tem  
Jesse L. Molina, Council Member

George E. Price, Council Member  
D. LaDonna Jempson, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**June 7, 2016**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS**

1. Edgemont Elementary - Mayoral Proclamation
  
2. Moreno Elementary Drill Corps - Certificates of Recognition
  
3. Business Spotlight
  - a) HER Studio (District 4)
  - b) KD Hair Care (District 1)

**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  
JUNE 7, 2016**

**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 Dwight Jones, Crown of Life Ministries

**ROLL CALL**

**INTRODUCTIONS**

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Sergeant-at-Arms. 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.

**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 - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 3, 2016 6:00 PM

**Recommendation:** Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 3/31/16 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of March 31, 2016.

- A.4. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2016, in compliance with the City's Investment Policy.

- A.5. SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT FAZEKAS & ASSOCIATES, INC. (Report of: Community Development)

**Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with Scott Fazekas & Associates, Inc. of Irvine, California, to provide plan review services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

- A.6. SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH ESGIL CORPORATION (Report of: Community Development)

**Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with EsGil Corporation of San Diego, California, to provide plan review services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

A.7. SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH WILLDAN ENGINEERING (Report of: Community Development)

**Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with Willdan Engineering of San Bernardino, California, to provide plan review and inspection services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

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

**Recommendations:**

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.
2. Authorize the Mayor to execute the Cooperative Agreement.

A.9. PETCO FOUNDATION GRANT AWARD (Report of: Administrative Services)

**Recommendation:**

1. Receive and accept a grant award in the amount of \$25,000 from the Petco Foundation for the purpose of providing spay and neuter services for community and feral cats located throughout the City.
2. Approve the revenue and expense budget adjustments in the amount of \$25,000 as set forth in the Fiscal Impact section of this report.

A.10. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.11. AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR CYCLE 3 OF THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP) (Report of: Public Works)

**Recommendation:**

1. Authorize submission of a grant application for Cycle 3 of the California Active Transportation Program

- A.12. ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt the Annual Statement of Investment Policy.

- A.13. ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT NO. 3 TO THE LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITIES DEVELOPMENT IMPACT FUND AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND (Report of: Financial & Management Services)

**Recommendation:**

1. Adopt Resolution 2016-33, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Amendment No. 3 to the Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee and the Animal Shelter Development Impact Fee.

- A.14. AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO VARIOUS CONSULTANTS FOR PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS (Report of: Public Works)

**Recommendations:**

1. Approve each Agreement for Professional Consultant Services with CASC Engineering and Consulting, Inc. (CASC), California Watershed Engineering (CWE), and HR Green California, Inc. (HR Green), to provide on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with CASC, CWE, and HR Green, subject to the approval of the City Attorney.

3. Authorize the issuance of a Purchase Order annually to CASC, CWE, and HR Green in the not-to-exceed amount of \$25,000.00 each, when the agreements have been signed by all parties, and authorize the Chief Financial Officer to approve subsequent related purchase orders up to a maximum of four extensions or amendments with each consultant for a maximum contract value of not to exceed \$125,000.00 per each consultant, in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.
5. Authorize the Public Works Director/City Engineer to execute any subsequent extensions or amendments to the agreements a maximum of four times, subject to the approval of the City Attorney.

A.15. PAYMENT REGISTER - MARCH 2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

A.16. REPORTS ON REIMBURSEABLE ACTIVITIES APRIL 22, 2016 - MAY 26, 2016 (Report of: City Clerk)

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of April 22, 2016 - May 26, 2016.

A.17. APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS (Report of: Public Works)

**Recommendations:**

1. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2016-34, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 5 of the City of Moreno Valley Maximum Special Tax Rate and Setting the Applied Tax Rates for Fiscal Year 2016/17.
2. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2016-35, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 87-1 Maximum

Special Tax Rate and Setting the Applied Tax Rate for Fiscal Year 2016/17.

3. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2016-36, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum Special Tax Rates and Setting the Applied Rates for Fiscal Year 2016/17.
4. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2016-37, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) Maximum Special Tax Rates and Setting the Applied Tax Rates for Fiscal Year 2016/17.
5. As the legislative body of Moreno Valley Community Facilities District No. 4 – Maintenance, adopt Resolution No. 2016-38, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4 - Maintenance of the City of Moreno Valley Maximum Special Tax Rate and Setting the Applied Tax Rate For Fiscal Year 2016/17.
6. Authorize the Chief Financial Officer to adjust the special tax rate to be levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax, is in compliance with the Rate and Method of Apportionment of Special Tax for each district, and is consistent with the adopted budget.

## **B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF MAY 3, 2016 (See A.2)

**Recommendation:** Approve as submitted.



**B.3. APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS (Report of: Public Works)**

**Recommendations:**

1. Acting in its capacity as President and Members of the Board of Directors of the CSD and as the legislative body of Community Facilities District No. 1, adopt Resolution No. CSD 2016-12, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate and Setting the Applied Tax Rate for Fiscal Year 2016/17.
2. Authorize the Chief Financial Officer to adjust the special tax rate to be levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax, is in compliance with the Rate and Method of Apportionment of Special Tax for each district, and is consistent with the adopted budget.

**B.4. AUTHORIZATION TO NAME THE TRAILHEAD WITHIN HIDDEN SPRINGS PASSIVE PARK "DOMINIC DURDEN TRAILHEAD" (Report of: Parks & Community Services)**

**Recommendation:**

1. The City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District, authorize the naming of the trailhead located on the south section of Hidden Springs Passive Park as the "Dominic Durden Trailhead."

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

**C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.**

**Recommendation:** Waive reading of all Ordinances.

**C.2. MINUTES - REGULAR MEETING OF MAY 3, 2016 (See A.2)**

**Recommendation:** Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF MAY 3, 2016 (See A.2)

**Recommendation:** 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 Sergeant-at-Arms.

- E.1. PUBLIC HEARING ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR FISCAL YEAR 2016-17 (Report of: Financial & Management Services)

**Recommendations: That the City Council and CSD:**

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley's appropriations limit for Fiscal Year 2016/17.
2. Adopt Resolution No. 2016-39, a resolution of the City Council of the City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2016/17.
3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2016/17.
4. Adopt Resolution No. CSD 2016-13, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2016/17.

- E.2. PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2016/2017 ANNUAL RATES (Report of: Public Works)

**Recommendations:**

1. Conduct a Public Hearing to consider all public testimony on the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development"

as provided in the Public Notice.

2. Adopt Resolution No. 2016-40, a Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential, and Common Interest, Commercial, Industrial and Quasi-Public Use Development of the County of Riverside Property Tax Roll.

## **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)  
March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

Box Springs Mutual Water District (BSMWD)

- #### **G.2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF "CONFIDENTIAL NATURE" FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS (Report of: City Attorney)**

#### **Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-41 titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF "CONFIDENTIAL NATURE" FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO

ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS”.

- G.3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED OPERATING POLICY FOR BOARDS AND COMMISSIONS (Report of: City Attorney)

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-42 titled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED AND COMPLETELY RESTATED OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES”.

- G.4. REVIEW AND APPROVAL OF REVISED POSITION CONTROL (Report of: Administrative Services)

**Recommendations: That the City Council:**

1. Approve the reclassification of the Sustainability & Intergovernmental Program Manager to Public Information/Intergovernmental Relations Officer and approve the job description.
2. Within the Community Development Department, approve the reclassification of the Sr. Administrative Assistant to Executive Assistant I.
3. Approve the addition of an Administrative Assistant position to support the City Council Office.
4. Approve the elimination of the Housing Program Coordinator position.
5. Approve the modification of the Position Control Roster based on the approval of the recommended items. Specific positions are discussed within this staff report and listed on Attachment 1 to the staff report.

- G.5. RESOLUTIONS TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION BALLOT AND PUBLIC OUTREACH (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Place a measure on the November 8, 2016 ballot to increase the City's Transient Occupancy Tax (TOT) from 8% to 13%.

2. Direct the City Clerk to include the Transient Occupancy Tax measure to be placed in a future resolution calling and giving notice of a general municipal election on Tuesday, November 8, 2016, for the submission to the voters of the city.
  3. Adopt Resolution No. 2016-43, a resolution of the City Council of the City of Moreno Valley, California, directing the City Attorney to prepare an impartial analysis, setting priorities for filing written arguments, and providing for rebuttal arguments regarding the Moreno Valley transient occupancy tax measure.
  4. Approve an agreement for consulting services (“Agreement”), approved as to form by the City Attorney, to provide initial public survey work and the development of public outreach information.
  5. Authorize the City Manager to execute the Agreement.
  6. Approve budget adjustments to the budget as set forth in the Fiscal Impact section of this report.
- G.6. GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2016 RESOLUTIONS CALLING AND GIVING NOTICE AND REQUESTING CONSOLIDATION WITH STATEWIDE GENERAL ELECTION (Report of: City Clerk)

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-44 calling an election titled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, FOR CERTAIN OFFICERS, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND FOR THE SUBMISSION TO THE VOTERS OF A QUESTION REGARDING AMENDING THE CITY’S TRANSIENT OCCUPANCY TAX”.
  2. Adopt Resolution No. 2016-45 requesting election consolidation titled, “A RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE, PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE”.
- G.7. THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEARS 2015/16 AND 2016/17 (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Receive and file the third quarter budget summary.
2. Adopt Resolution No. 2016-46, a Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 - 2016/17.

**Recommendations: That the CSD:**

1. Adopt Resolution No. CSD 2016-14, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 – 2016/17.

G.8. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.9. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

**H. LEGISLATIVE ACTIONS**

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

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

**PUBLIC INSPECTION**

The contents of the agenda packet are available for public inspection on the City's website at [www.moval.org](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at [www.moval.org](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

**ADJOURNMENT**

**CERTIFICATION**

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: [www.moval.org](http://www.moval.org) and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Leslie Keane  
Interim City Clerk

Date Posted: May 26, 2016

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
May 3, 2016**

**CALL TO ORDER - 5:30 PM**

**SPECIAL PRESENTATIONS**

1. West Coast Thunder - Proclamation
2. Vista del Lago High School - Mayoral Proclamation
3. Business Spotlight
  - A) Adam Hall's Plant Nursery (District 3)
  - b) See's Candy (District 3)



**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  
May 3, 2016**

**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 6:22 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was led by Frank Wright

**INVOCATION**

Reverend Arnel Macabio, St. Christopher Catholic Church

**ROLL CALL**

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Jeffrey J. Giba	Mayor Pro Tem
	George E. Price	Council Member
	Jesse L. Molina	Council Member
	D. LaDonna Jempson	Council Member

Council Member Price participated in the meeting via teleconference from 6:44 p.m. until 7:53 p.m. (was present for Items G2. and G.3).

**INTRODUCTIONS**

Staff:	Michelle Dawson	City Manager
	Paul Early	Assistant City Attorney
	Leslie Keane	Interim City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer

Minutes Acceptance: Minutes of May 3, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Joel Ontiveros	Police Chief
Terrie Stevens	Administrative Services Director
Gabriel Garcia	Parks & Community Services Director
Mike Lee	Economic Development Director
Allen Brock	Community Development Director
Ewa Lopez	Deputy City Clerk

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

Public comments were received from:

### Chef Basil

1. Feeding veterans event at the VFW on Memorial Day

### Evan Morgan

1. City's budget
2. Hire MoVal program
3. Attracting small businesses

### Roy Bleckert

1. City's economic opportunities

### Bob Palomarez

1. Awards won by the City for the Hire MoVal program and attracting Karma automobile to locate in Moreno Valley
2. Thanked Chief of Police for the great job catching criminals

### Melissa Martinez, Neighborhood Works, Inc.

1. American Legion project
2. "Garden for the Remembered" event will be held on May 14 and 15
3. Community cleanup of Old 215 will be held on May 28
4. Encouraged residents to go to Facebook Neighborhood Works Incorporated page to see current events

### Rafael Brugueras

1. Projects in the City
2. Thanked families of council members for their support
3. Community involvement

Council Member Jempson gave her comments at the conclusion of public comments.

Consent Calendar items were heard after Item G.3.

## JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the Consent Calendar for public comments, which were received from Sean Fortine (Items A.13 and B3), and Rafael Brugueras (Item A.13).

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>SECONDER:</b>	Jesse L. Molina, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
<b>AWAY:</b>	George E. Price

### A. CONSENT CALENDAR-CITY COUNCIL

- A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - April 5, 2016

**Recommendation:** Approve as submitted.

- A.3. Resolution Amending the City Council Rules of Procedure to Move Council Comments (Report of: City Attorney)

**Recommendation:**

1. Adopt Resolution No. 2016-23, a Resolution of the City Council of the City of Moreno Valley, California, Amending the Adopted Rules of Procedure for City Council Meetings and Related Functions and Activities regarding Order of Council Comments at Meetings.

- A.4. APPROVE BID AWARD TO TENASKA POWER SERVICES COMPANY FOR ENERGY SCHEDULING, TRADING, AND SETTLEMENT SERVICES FOR MORENO VALLEY UTILITY (Report of: Financial & Management Services)

**Recommendations:**

1. Award bid to Tenaska Power Services Company for Energy Scheduling, Trading, and Settlement Services for Moreno Valley Utility.
2. Authorize the City Manager to execute the Agreement between the City of Moreno Valley and Tenaska Power Services Company subject to any modifications approved by the City Attorney.

- A.5. APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH PROACTIVE ENGINEERING FOR THE NASON STREET IMPROVEMENTS FROM CACTUS AVENUE TO FIR AVENUE PROJECT NO. 801 0001 70 77 (Report of: Public Works)

**Recommendations:**

1. Approve the First Amendment to the Agreement for Professional Consultant Services with Proactive Engineering Consultants (Proactive), 200 South Main Street, Suite 300, Corona, CA 92882 to provide additional design support services during construction of the Street Improvements for Nason Street from Cactus Avenue to Fir Avenue Project.
2. Authorize the City Manager to execute the First Amendment to Agreement for Professional Consultant Services with Proactive.
3. Authorize an increase in the Purchase Order to Proactive in the amount of \$20,100.00 once the First Amendment to Agreement has been signed by all parties.

- A.6. PAYMENT REGISTER - FEBRUARY 2016 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

- A.7. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.8. PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) — AS AMENDMENT NO. 11 (Report of: Public Works)

**Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services) approve and adopt Resolution No. 2016-24, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of

Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said district.

A.9. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 2/29/16 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of February 29, 2016.

A.10. PA15-0004 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF ABUTTER’S RIGHTS OF ACCESS ALONG A PORTION OF PARCEL 5 OF PARCEL MAP 36449 LOCATED ON THE WEST SIDE OF PERRIS BOULEVARD SOUTH OF JOHN F. KENNEDY DRIVE. OWNERS: INFINITY RS, LLC (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2016-25, a Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of Abutter’s Rights of Access along a portion of Parcel 5 of Parcel Map 36449 located on the west side of Perris Boulevard south of John F. Kennedy Drive.
2. Authorize the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder’s office for recording.

A.11. REJECT ALL BIDS SUBMITTED FOR THE CONSTRUCTION OF THE SUNNYMEAD BOULEVARD MEDIAN MODIFICATIONS (Report of: Public Works)

**Recommendation:**

1. Reject all bids opened on January 28, 2016 for the construction of the Sunnymead Boulevard Median Modifications.

A.12. AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON MONDAY, JULY 4, 2016 (Report of: Parks & Community Services)

**Recommendations:**

1. Authorize the closure of the following streets between the hours of 6:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of

July Parade scheduled to take place on July 4, 2016.

- a. Frederick Street between Centerpoint Drive and Cactus Avenue;
  - b. TownGate Boulevard between Frederick Street and Heritage Way;
  - c. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - d. Brabham Street between Frederick Street and Andretti Street;
  - e. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - h. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Elsworth and Graham Street;
  - k. Brodiaea Avenue at Frederick Street;
  - l. Resource Way between Frederick Street and Corporate Way;
  - m. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - n. Calle San Juan De Los Lagos between Frederick Street and Veterans Way;
  - o. Veteran's Way between Cactus Avenue and Alessandro Boulevard;
  - p. New Hope Drive between Veterans Way and Elsworth;
  - q. Goldencrest Drive between Newhope Drive and Veterans Way
2. Authorize the closure of Dracaea Avenue between Morrison Street and Mascot Street, between the hours of 6:00 a.m. and 11:00 p.m., Monday, July 4, 2016, for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2016.
  3. For a short period of time and immediately following the fireworks display, authorize one-way traffic on various streets, and the closure of traffic lanes, in the vicinity of Morrison Park to be directed by the Moreno Valley Police Department.

A.13. AUTHORIZE THE IMPLEMENTATION OF A COMMERCIAL VEHICLE SAFETY PROGRAM (Report of: Police Department)

**Recommendation:**

1. Approve the creation of a Commercial Vehicle Safety Program.
  2. Approve budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report.
- A.14. P15-051 - ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS AT PERRIS BOULEVARD AND SAN MICHELLE ROAD.

DEVELOPER – FIRST INDUSTRIAL REALTY TRUST, INC., EL SEGUNDO, CA, 90245 (Report of: Public Works)

**Recommendations:**

1. Accept the Agreement and Security for Public Improvements at Perris Boulevard and San Michelle Road for First Industrial Realty Trust, Inc.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.15. CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk)

Council Member Jempson stated that there is a revision in process to delete an expense mischarged to her account.

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of March 25, 2016 – April 21, 2016.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF APRIL 5, 2016 (See A.2)

**Recommendation:** Approve as submitted.

- B.3. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2016/17 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. CSD 2016-04, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2016/17 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
  2. Adopt Resolution No. CSD 2016-05, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2016/17 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
  3. Adopt Resolution No. CSD 2016-06, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2016/17 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
- B.4. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY AN ASSESSMENT AND TO CONDUCT A MAIL BALLOT PROCEEDING FOR ZONE 04 FOR FISCAL YEAR 2016/17 IN LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. CSD 2016-07, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2016/17 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2016-08, 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 2016/17 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2016-09, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2016/17 Assessment against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.



- B.5. PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2016-39 (Report of: Public Works)

**Recommendation:**

1. That the Community Services District (CSD) of the City of Moreno Valley acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) approve and adopt Resolution No. CSD 2016-10, a resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation No. 2016-39 to its Community Facilities District No. 1 and approving the amended map for said district.

**C. CONSENT CALENDAR - HOUSING AUTHORITY**

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF APRIL 5, 2016 (See A.2)

**Recommendation:** Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

**Recommendation:** Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF APRIL 5, 2016 (See A.2)

**Recommendation:** Approve as submitted.

**E. PUBLIC HEARINGS**

- E.1. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

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

**Recommendations: That the City Council:**

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceeding for Metric Homes, LLC and Riverview Partners, L.P. for approval of the applicable National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate to be applied to the property tax bills.
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings as maintained by the City Clerk on the Official Tally Sheet.
4. Receive and file the Official Tally Sheet with the City Clerk's office.
5. If approved, authorize and impose the NPDES maximum applicable regulatory rate to the Assessor's Parcel Numbers mentioned in this report.

Motion to approve Recommendation No. 2

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Jesse L. Molina, Council Member
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
<b>AWAY:</b>	George E. Price

The Interim City Clerk announced the results:

Metric Homes, LLC, 16-lot Single - Family Development:  
1 ballot sent; 1 ballot received; Vote: Yes (passed)

Riverview Partners, L.P., 273-unit Apartment Complex:  
1 ballot sent; 1 ballot received (weighted ballot count = 4); Vote: Yes (passed)

Motion to approve Recommendations Nos. 3, 4, and 5

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	D. LaDonna Jempson, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
<b>AWAY:</b>	George E. Price

E.2. PUBLIC HEARING TO ADOPT THE 2016/17 ANNUAL ACTION PLAN  
(Report of: Financial & Management Services)

Mayor Gutierrez opened the public hearing. Public testimony was received from Judy Nieburger (representing Friends of the Moreno Valley Senior Center), Mona Daugherty (representing MO VAN, Friends of the Moreno Valley Senior Center), Josephine Von Batsch (representing MO VAN, Friends of the Moreno Valley Senior Center), Jessica Munoz (representing Voices for Children), and Bob Palomarez.

**Recommendations: That the City Council:**

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs to allow the public an opportunity to comment on the proposed 2016/17 Annual Action Plan.
2. Approve the Annual Action Plan (2016/17) as an application to the U.S. Department of Housing and Urban Development for funding under the federal CDBG, HOME and ESG programs with Council amendments, if any.
3. Approve the revenue and expense budget appropriation for CDBG Entitlement funds in the amount of \$1,932,762 for the 2016/17 CDBG program activities.
4. Approve the revenue and expense budget appropriation for HOME Entitlement funds in the amount of \$527,298 for the 2016/17 HOME program activities.
5. Approve the revenue and expense budget appropriation for ESG Entitlement funds in the amount of \$181,852 for the 2016/17 ESG program activities.
6. Authorize the Chief Financial Officer to execute the 2016/17 grant agreements, sub-recipient agreements, and any and all documents necessary to obtain the allocation of the federal entitlement funds.

Approve staff Recommendation Numbers 2, 3, 4, 5 and 6, with an amendment to:

1. Increase funding by \$15,000 to MO VAN and by \$10,000 to Voices for Children; (\$25,000 will be deducted from the Moreno Valley Police Department CDBG proposed \$79,000); and
2. Reallocate \$15,000 from Catholic Charities to U.S. Veteran's Initiative.

<b>RESULT:</b>	<b>APPROVED [4 TO 0]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>SECONDER:</b>	Jesse L. Molina, Council Member
<b>AYES:</b>	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba, Jesse L. Molina, D. LaDonna Jempson
<b>AWAY:</b>	George E. Price

Mayor Gutierrez stated for the record that \$25,000 will be taken from \$250,000 of the Police Department's savings to replenish \$79,000 in the future.

## **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)

March Joint Powers Commission (JPC)

Mayor Pro Tem Giba stated that JPC will meet tomorrow.

Riverside County Habitat Conservation Agency (RCHCA)

None

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez reported the following:

At the April 25 Programs and Projects Committee meeting, the Board:

Approved the expansion of the parking lot at the La Sierra Metrolink Station to add more than 500 additional spaces and six new bus bays for RTA service and adopted a Mitigated Negative Declaration for the project;

Adopted a Privacy Policy for the electronic tolling collection system in conjunction with the 91 Express Lanes project that will be jointly operated with the Orange County Transportation Authority; and

Renewed an agreement with the San Bernardino Associated Governments for Inland Empire Rideshare and 511 services. This unified suite of services in both Riverside and San Bernardino Counties resulted in the reduction of over two million vehicle trips in 2015.

Riverside Transit Agency (RTA)

Mayor Molina reported the following:

At the April 28 meeting:

- The Board received a ridership report comparing March 2015 to March 2016. System-wide, ridership is down 7.3% and routes serving Moreno Valley are down an average of 7.6%.
- Staff highlighted activities from the monthly T-NOW meeting which included reviewing chapter goals and ways to encourage 24-hour warehouse operations to provide transit service for their employees.
- The Board renewed a Revenue Agreement with the University of California, Riverside (UCR) to provide continued service and operation of Route 51, known as the Crest Cruiser. The Crest Cruiser serves the area in and around the UCR campus.
- The Board approved a revenue agreement with UCR to continue the University Pass (U-Pass) program. The U-Pass Program is one of many college pass programs, which includes Moreno Valley College, Riverside City College, Mount San Jacinto College, La Sierra and Cal Baptist Universities, allowing free fixed route transit service to students.
- For the period ending on June 30, ridership under these highly successful programs is expected to exceed 400,000 trips.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Giba reported from the May 2 WRCOG meeting:

There was a discussion about the HERO program and its ongoing evolution. More information is available on WRCOG's Web site.

The Executive Director Rick Bishop was given an extension to his contract.

An update to the homelessness presentation was provided to WRCOG executives. WRCOG has a wonderful PowerPoint presentation about homelessness in the County and how we all can work together to help with homelessness. The Council Member stated that he has a copy of the PowerPoint presentation and can provide it upon request.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson reported that at the RCA Board meeting on May 2, 2016, RCA discussed:

Biological Monitoring Program

The Regional Conservation Authority approved the annual Work Plan for the implementation of the Biological Monitoring Program for Fiscal Year 2016-17. The Monitoring Program is responsible for monitoring the status and trend of the 146 covered species, associated vegetation communities and wildlife habitats on lands owned by the various MSHCP participants. For the burrowing owl, the Program will continue to implement the MSHCP Burrowing Owl Management Plan by continued monitoring of artificial burrows, and through additional surveys of burrowing owls within the Conservation Areas.

#### School District/City Joint Task Force

Council Member Jempson reported the following:

At the April 21 Joint Task Force meeting, the Task Force discussed:

- Future agenda topics of beneficial information and mutual interest among the Joint Task Force members of the City/Police, Moreno Valley Unified School District, Val Verde Unified School District, Moreno Valley College, and Lake Perris State Park;
- Establishing a calendar of events and information of mutual interest which should be posted on agencies' websites for our residents;
- Call for projects for Cycle 3 of the Active Transportation Program (ATP). The Juan Bautista De Anza Trail segment was identified as a candidate project. If successfully funded, the grant will make trail links, loops and connections in the City of Moreno Valley residential areas to parks, Rancho Verde High School, commercial shopping centers, and the state's recreational trail system around Lake Perris. The preliminary cost estimate for the project is \$3 million and the application is due June 15<sup>th</sup>.

#### Box Springs Mutual Water District (BSMWD)

Council Member Jempson reported that the meeting was held on May 2. She stated that she is very pleased with Board's continued commitment based on the letter that members signed with the City indicating that they had secured an engineering firm for Farragut. They are going to move forward and get their part done by December.

#### Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba stated that SCAG's annual meeting will be held starting tomorrow through Friday. He stated that he will share information from these activities at a later date.

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

Item G.2 was heard after Council Member Jempson's closing comments.

G.2. APPROVE EXPANDING THE HIRE MOVAL INCENTIVE PROGRAM TO INCLUDE SMALL BUSINESS CUSTOMERS (Report of: Financial & Management Services)

Mayor Gutierrez opened the agenda item for public comments, which were received from Rafael Brugueras.

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2016-26, a Resolution of the City Council of the City of Moreno Valley, California Expanding the Hire MoVal Incentive Program to Include Small Business Customers.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>SECONDER:</b>	D. LaDonna Jempson, Council Member
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

G.3. MID-YEAR BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEAR 2015/16 (Report of: Financial & Management Services)

Mayor Gutierrez opened the agenda item for public comments, which were received from Sean Fortine.

**Recommendations: That the City Council:**

1. Receive and file the mid-year budget summary.
2. Adopt Resolution No. 2016-27, a Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 – 2016/17.
3. Approve the Position Control Roster. Specific positions are discussed within this staff report and listed on Attachment 6 to this staff report.
4. Approve the reclassification of the Sustainability & Intergovernmental Program Manager to Public Information/Intergovernmental Relations Officer.
5. Within the Community Development Department, approve the reclassification of the Sr. Administrative Assistant to Executive Assistant I.
6. Approve the creation of a new Administrative Assistant position to support the City Council Office.
7. Approve the First Amendment to the Agreement for Temporary

Staffing Services with Apple One Employment Services (Apple One), 16371 Beach Blvd., Suite 240 Huntington Beach, CA 92647 to provide additional professional temporary employment services and authorize the City Manager to execute the First Amendment.

8. Authorize an increase in the Purchase Order to Apple One in the amount of \$90,000.00 for a total contract of \$140,000 for the 2015/16 fiscal year once the First Amendment to Agreement has been signed by all parties.

**Recommendations: That the CSD:**

1. Adopt Resolution No. CSD 2016-11, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 – 2016/17.

Motion to approve Recommendation No. 2: budget adjustment, excluding approximately \$72,000 for the new Administrative Assistant's position

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	D. LaDonna Jempson, Council Member
<b>SECONDER:</b>	Jesse L. Molina, Council Member
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

Motion for Recommendations Nos. 3, 4, 5 and 6 to go to the Finance Subcommittee for review.

These items will come back to the Council.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Council Member
<b>SECONDER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

Motion to approve Recommendations Nos. 7 and 8

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jeffrey J. Giba, Mayor Pro Tem
<b>SECONDER:</b>	Jesse L. Molina, Council Member
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

Motion to approve Recommendation No. 1, Resolution No. CSD 2016-11



<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jesse L. Molina, Council Member
<b>SECONDER:</b>	George E. Price, Council Member
<b>AYES:</b>	Gutierrez, Giba, Price, Molina, Jempson

Council Member Price left the meeting at 7:53 p.m.

#### **G.4. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

City Manager reported that City Manager's Updates for the months of March and April are posted on the Website.

#### **G.5. 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**

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

Council Member Jempson gave her comments at the conclusion of public comments and before Item G.2.

##### Council Member Jempson

1. Announced that the Garden Showcase, which was an idea of the Environmental and Historical Preservation Board, was held on Saturday; the Council is very appreciative of home owners who showcased their yards and landscaping; she thanked MVTV staff for videotaping the event.
2. "Garden of the Remembered" event will be held at the American Legion Post on May 14 and 15.
3. A community cleanup event will be held on May 28.
4. The dedication of historic Route 395 will be held on May 30.
5. West Coast Thunder will leave Riverside at 9:11 a.m. on May 30 and will be passing through Moreno Valley.
6. Memorial Day service will be held at 2 p.m. at the Veterans Memorial on May 30;
7. A Feeding our Veterans event will be held at 12 p.m. on May 30.

8. The Hispanic Chamber of Commerce will have its Cinco de Mayo celebration on Saturday at Moreno Valley College.
9. The Rising Star Business Academy had re-launch today; they will have different types of academies available.
10. Sunnymead Middle School received recognition "Schools to Watch" today; the School was one of the few that were selected out of 495 schools that applied; she attended this event with Council Member Molina and Mayor Pro Tem Giba.
11. Wished a happy Mother's Day to her Mom and all moms.
12. Announced that a Pet Adoption will be held this Saturday and Sunday.

#### Council Member Molina

1. Stated that he attended many events with Council Member Jempson.
2. Attended Adelante meeting, where Sheriff Sniff explained why the crime rates have increased. He encouraged residents to contact their government representatives regarding increasing crime rates.
3. Emphasized the need to stay positive and think about positive outcomes.
4. Went to the Book Reading: "Seven Habits of Highly Effective Families" by John Covey; stated that the path to success starts with the family.
5. Showed his energy rock, which is for good luck.
6. Inquired about an ATM machine at City Hall.
7. Wished a happy Mother's Day to his Mom, his wife and all moms.

#### Mayor Gutierrez

1. Stated that he met with the Waste Management last week and discussed mandatory commercial recycling; reminded residents that they can request pick up of one bulky item per week, and 4 per month.
2. On May 7, he will attend a Cinco de Mayo event and present a proclamation.
3. On Friday, he will have open office hours 3-4:30 p.m.; he encouraged residents to come in.
4. Stated that he is glad that we funded several CDBG programs, especially The Voices for Children and MO VAN programs.
5. Requested that copies of the flyer listing community resources, nonprofits and CDBG funded organizations be available for residents.
6. Thanked staff for the hard work on CDBG projects.
7. Wished a happy Mother's Day to his Mom.

#### Mayor Pro Tem Giba

1. Stated that he attended the African American Trade Career Fair on April 23 at the Conference and Recreation Center.
2. Attended, with Council Member Jempson, the Student Leadership Tea at Bear Valley, at which Council Member Jempson received an award for being an outstanding helper.
3. Attended the Annual Recognition Awards and Arts Gala at the Riverside Convention Center on April 26.

4. Attended a Water Summit in Lake Elsinore on Wednesday, where discussion regarding both Lake Elsinore and Canyon Lake took place.
5. On April 28, attended the 12th Annual Madam C J Walker event; Jackie Melendez did an excellent job representing the City.
6. Attended the Rising Stars Business Academy event.
7. Attended Riverside University Health System Mixer on April 28.
8. Attended the 38th annual Law Enforcement Appreciation Dinner and Awards Ceremony.
9. On Friday, attended, with Council Member Molina, the Job Fair and Mock Interview at Bridges Learning Center.
10. Attended Autism Day at Palm Middle School; Palm Middle School has autism day with their children every Thursday and Friday, as this is the autism month.
11. Attended "We Remember: A Night For Veterans."
12. On Saturday, attended a funeral of a friend of 38 years.
13. On Sunday, co-presented a proclamation for National Day of Prayer at Church in Jurupa Valley.
14. Received a thank you card from children from Bear Valley Elementary School.
15. Wished a happy Mother's Day to his Mom.

#### **ADJOURNMENT**

The meeting was adjourned to May 11, 2016 meeting that will convene in the Council Chamber at 3:30 p.m.

There being no further business the Regular Meeting was adjourned at 9:27 p.m.

Submitted by:

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Leslie Keane, Interim City Clerk  
 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:

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Dr. Yxstian Gutierrez, Mayor  
 President, Moreno Valley Community Services District  
 Chairperson, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley  
 Chairperson, Moreno Valley Housing Authority  
 Chairperson, Board of Library Trustees



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 3/31/16

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of March 31, 2016.

### **SUMMARY**

This staff report is prepared at the request of City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts. This report is for each council member's year to date expenditures for the Fiscal Year 2015/2016, as of March 31, 2016. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor receives an additional \$3,000 annually. The reports include each transaction with a clear description of the expenditure.

These new reports have been posted to the City's website. The reports are also included routinely in the City Council agenda as an additional means of distributing the report to the Council and public.

The expenditure reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY 2015/16 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis. Once available, they are

posted to the City’s website and included on the next scheduled City Council agenda. The reports will follow the same cycle, and will appear with, the monthly payment register on City Council agendas in the future.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. District Spending FY 15.16 as of 3-31-16

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/03/16 4:46 PM
City Attorney Approval	<u>✓ Approved</u>	5/03/16 1:55 PM
City Manager Approval	<u>✓ Approved</u>	5/04/16 12:05 PM



### MAYOR DIFFERENTIAL

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

As of March 31, 2016

Date	Amount	Description
9/11/2015	\$ 7.99	Mayor's Meet & Greet 9/11/15 - Refreshments (Petty Cash)
11/19/2015	\$ 19.80	Mayor's Meet & Greet 10/9/15, 10/23/15, 11/6/15 - Refreshments (Petty Cash)
12/15/2015	\$ 65.59	Mayor's Employee Thank You 12/16/15 - Refreshments
12/15/2015	\$ 63.92	Mayor's Employee Thank You 12/16/15 - Refreshments (Petty Cash)
12/16/2015	\$ 200.00	Donation to Support MVPD Operation Holiday Cheer Program
1/27/2016	\$ 47.97	Mayor's Meet & Greet 1/27/16 - Refreshments (Petty Cash)
1/29/2016	\$ 300.00	Donation to Faith Southern Baptist Church - Homeless Kitchen
1/30/2016	\$ 500.00	Donation to Salvation Army - Moreno Valley Programs
2/9/2016	\$ 32.55	Reception Mayor Michoacan Mexico Key to Sister City 2/9/16 - Refreshments (Petty Cash)
2/25/2016	\$ 500.00	Donation to Chaparral Hills Elementary Public School - 5th Grade Field Trip
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/30/2016	\$ 125.00	Time for Change Foundation 13th Annual Awards Gala 4/15/16
3/31/2016	\$ 26.64	IEEP 3rd Annual Red Tape to Red Carpet Awards 2/25/16
	\$ 1,914.46	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ <b>1,085.54</b>	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.

Updated as of: 4/22/16



**COUNCIL DISTRICT 1**

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

As of March 31, 2016

<b>Date</b>	<b>Amount</b>	<b>Description</b>
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
10/21/2015	\$ 10.00	Ride MoVal 2015 10/25/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/22/2015	\$ 500.00	Donation to United States Veterans Initiative (U.S. VETS-Inland Empire)
1/21/2016	\$ 500.00	Donation to Teleton USA Fundacion
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/25/2016	\$ 27.00	Mail Theft Meeting 3/25/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
	<u>\$ 1,246.66</u>	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	<b>\$ 1,753.34</b>	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.

Updated as of: 4/22/16



### COUNCIL DISTRICT 2

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

As of March 31, 2016

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 177.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Travel Per Diem
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
9/20/2015	\$ 30.00	2015 Advancing Choice Expo 10/9/15
10/1/2015	\$ 45.00	MASH Bash 10/3/15 (Petty Cash)
10/2/2015	\$ 125.00	BIA RC Installation & Awards Celebration 10/16/15
10/13/2015	\$ 125.00	Inland Empire Navy Birthday & Ball 240 Years 10/17/15
10/20/2015	\$ 125.00	Riverside County Education Summit 10/28/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/7/2015	\$ 16.99	City Holiday Events - Candy Canes
12/8/2015	\$ 16.99	City Holiday Events - Candy Canes (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/16/2015	\$ 100.00	Donation to Support MVRPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee Meeting 1/22/16 - Airfare
1/3/2016	\$ 90.00	BIA Riverside County Meeting 1/27/16
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
2/29/2016	\$ 40.00	LCC Riverside County Division General Meeting 1/11/16
2/29/2016	\$ 40.00	BIA Desert Region Mayor's Luncheon 2/10/16
3/3/2016	\$ 49.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/9/2016	\$ 35.00	Soroptimist Int'l of MV Annual Fashion Show & Tea 3/12/16 (Petty Cash)
3/24/2016	\$ 25.00	Moreno Valley College Cesar Chavez Scholarship Breakfast 3/25/16
3/31/2016	\$ 7.00	City Holiday Events - Candy Canes (Petty Cash)
3/31/2016	\$ 64.30	Java with Jeff - District 2 Public Open Forum Meeting 2/27/16 - Refreshments
3/31/2016	\$ 75.00	Fair Housing Council 14th Annual Champions for Justice Awards Banquet 4/7/16
	\$ 1,707.62	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,292.38	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.  
Updated as of: 4/22/16

Attachment: District Spending FY 15.16 as of 3-31-16 (2006 : COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR





### COUNCIL DISTRICT 3

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

As of March 31, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee Meeting 1/22/16 - Airfare
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
1/19/2016	\$ 24.30	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/19/2016	\$ 60.05	Thank You Reception for Storm Response Team 1/20/16 - Refreshments
1/22/2016	\$ 71.75	LCC Policy Committee Meeting 1/22/16 - Parking/Tax (Petty Cash)
1/31/2016	\$ 20.00	Wake-up Moreno Valley Meeting 1/27/16
3/3/2016	\$ 55.00	Riverside County State of Education Address & Luncheon 2/15/16
3/7/2016	\$ 35.00	LCC Riverside County Division General Meeting 3/14/16
3/21/2016	\$ 76.75	District 3 Public Open Forum Meeting 3/21/16 - Refreshments (Petty Cash)
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 50.00	Envisioning A New Ontario Airport Meeting 3/4/16
	\$ 971.97	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ <b>2,028.03</b>	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.

Updated as of: 4/22/16



#### COUNCIL DISTRICT 4

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

As of March 31, 2016

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.49	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
11/5/2015	\$ 106.50	USC Price EXED Local Leaders Program 11/20/-11/21/15 - Travel Per Diem
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/13/2015	\$ 75.00	BIA Casino Noir 11/19/15
1/21/2016	\$ 500.00	Donation to Teleton USA Fundacion
2/16/2016	\$ 45.00	452nd Air Mobility Wing Annual Awards Banquet 2/6/16
3/1/2016	\$ 129.12	IEEP 2016 State of the Region Address 3/24/16
3/3/2016	\$ 24.99	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Registration
3/9/2016	\$ 229.47	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Airfare
3/10/2016	\$ 7.50	District 4 Meet & Greet with Senior Citizens - Refreshments (Petty Cash)
3/11/2016	\$ 70.00	BIA St. Patrick's Day Mega Mixer 3/17/16
3/16/2016	\$ 442.44	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Lodging
3/28/2016	\$ 27.54	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Mileage
3/28/2016	\$ 96.00	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Travel Per Diem
3/30/2016	\$ 14.66	Wake-up Moreno Valley Meeting 3/23/16
3/31/2016	\$ 56.75	Eventbrite/Latino Equity Summit 3/29-3/31/16 - Shuttle/Taxi Fare To/From
	\$ 1,976.34	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ <b>1,023.66</b>	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.

Updated as of: 4/22/16



**COUNCIL DISTRICT 5**

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

As of March 31, 2016

<b>Date</b>	<b>Amount</b>	<b>Description</b>
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 9/23/15
10/8/2015	\$ 140.40	ADA Handicap Toilet Rental Edgemont Cleanup 10/9/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
1/12/2016	\$ 15.00	Wake-up Moreno Valley Meeting 12/16/15
2/29/2016	\$ 500.00	Donation for New Dog Beds for MV Animal Shelter
3/8/2016	\$ 20.00	Wake-up Moreno Valley Meeting 2/24/16
3/11/2016	\$ 500.00	Donation to MV Ballet Folklorico Scholarship Assoc - 2016 City Council Sponsorship
3/30/2016	\$ 125.00	Time for Change Foundation 13th Annual Awards Gala 4/15/16
3/31/2016	\$ 132.30	PIP Printing - Peace March Flyers for 3/26/16 Event
	<u>\$ 1,617.70</u>	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	<b>\$ 1,382.30</b>	<b>FY 15/16 Budget Amount Remaining</b>

Source: Unaudited financial data from the City's accounting records.

Updated as of: 4/22/16



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2016

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2016, in compliance with the City's Investment Policy.

### **SUMMARY**

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2016. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

### **DISCUSSION**

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. The City has implemented an Investment Policy which was revised and adopted on June 9, 2015 and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2016. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City's investment policy has set the primary goals of the portfolio management as Safety and Liquidity followed by Yield. The City currently utilizes two investment management firms who use an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment.

The table shows some of the key portfolio measure for the month.

	Portfolio Balance	Avg. Yield to Maturity Trends		
		Mar 2016	Feb 2016	Mar 2015
Chandler	\$82,721,056	1.46%	1.44%	1.37%
Insight	\$54,499,863	1.08%	1.08%	1.07
LAIF	\$34,310,627	0.506%	0.467%	0.278%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are included in the report but these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

### **ALTERNATIVES**

1. Receive and file the Quarterly Investment Report for March 31, 2016. **Staff recommends this alternative as it accomplishes timely investment reporting.**
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction. **Staff does not recommend this alternative as it will not accomplish timely investment reporting.**

**FISCAL IMPACT**

Even following the Fed Funds Rate hike of 25 basis points in December, rates continue to be at or near all-time lows. This directly impacts the ability of the portfolio to generate interest income and the ability to generate additional income through the active management of the portfolio. The budget anticipated investment income for the General Fund of \$2,000,000. Through December, investment income has totaled \$1,011,217.

**NOTIFICATION**

Publication of the agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

**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.

**ATTACHMENTS**

- 1. March 2016 Investment Report
- 2. Chandler Asset Management Bond Review - April 2016
- 3. Insight Investment Weekly Economic Update - 4/11/16

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/28/16 1:38 PM
City Attorney Approval	<u>✓ Approved</u>	4/28/16 2:36 PM
City Manager Approval	<u>✓ Approved</u>	5/03/16 8:48 AM

**CITY OF MORENO VALLEY**  
**Treasurer's Cash and Investments Report**  
**March 2016**

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	1,533,692	1,533,692	1,533,692			
State of California LAIF Pool	34,310,627	34,318,212	34,310,627	0.41	0.51%	
Investments-Chandler	82,353,402	83,493,011	82,721,056	2.66	1.46%	2.49
Investments-Insight	54,669,110	54,769,706	54,499,863	1.60	1.08%	1.55
<b>Total General Portfolio</b>	<b>172,866,831</b>	<b>174,114,621</b>	<b>173,065,238</b>			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	12,867,631
Principal & Interest Accounts	601,502
Debt Service Reserve Funds	2,762,325
Custody Accounts	8
Arbitrage Rebate Accounts	100,437
Other Accounts	45,934
<b>Total Bond Proceeds</b>	<b>16,377,837</b>

Deferred Compensation Funds	Market Value as of Mar 31, 2016
Nationwide	12,524,417
ICMA	5,248,932
<b>Total Deferred Compensation Funds</b>	<b>17,773,349</b>

**Total Investment Portfolio** 208,265,807

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.

/S/ Marshall Eyerman  
 City Treasurer

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

## PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Insight			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Treas(5)
Jul-13	157,035,166	1.29%	8,901,042	0.267%	147,301,329	1.35%	0.12%	0.19%				
Aug-13	158,668,278	1.21%	14,860,042	0.271%	142,774,990	1.32%	-0.28%	-0.21%				
Sep-13	150,411,661	1.25%	7,060,042	0.257%	141,116,654	1.32%	0.17%	0.22%				
Oct-13	149,690,495	1.25%	11,790,903	0.266%	136,377,517	1.35%	0.53%	0.58%				
Nov-13	147,673,632	1.27%	10,460,903	0.263%	136,646,743	1.35%	0.45%	0.53%				
Dec-13	145,466,714	1.31%	5,860,903	0.264%	137,209,798	1.37%	0.13%	0.10%				
Jan-14	153,675,086	1.23%	14,867,528	0.244%	137,482,068	1.36%	0.68%	0.65%				
Feb-14	151,951,962	1.25%	13,817,528	0.236%	137,665,484	1.36%	0.65%	0.57%				
Mar-14	154,404,223	1.25%	13,117,528	0.236%	138,016,774	1.37%	0.32%	0.23%				
Apr-14	149,658,747	1.28%	8,825,043	0.233%	138,347,433	1.38%	0.36%	0.24%				
May-14	160,395,026	1.20%	25,225,043	0.228%	133,887,981	1.39%	1.22%	1.19%				
Jun-14	163,989,443	1.17%	28,875,043	0.228%	132,945,464	1.39%	1.67%	1.64%				
Jul-14	158,687,404	1.21%	23,590,023	0.244%	133,130,769	1.39%	1.18%	1.12%				
Aug-14	160,506,483	1.20%	25,565,023	0.260%	133,367,483	1.40%	1.69%	1.72%				
Sep-14	152,073,866	1.27%	16,590,023	0.246%	133,855,708	1.42%	1.06%	0.97%				
Oct-14	152,298,081	1.29%	16,278,901	0.261%	134,092,495	1.43%	1.14%	1.12%				
Nov-14	150,092,073	1.30%	14,663,901	0.261%	134,235,952	1.43%	1.29%	1.29%				
Dec-14	145,143,985		9,263,901	0.267%	80,691,698	1.47%	1.46%	1.42%	53,692,099	1.36%	1.36%	1.24%
Jan-15	171,144,833		26,173,346	0.262%	80,832,606	1.38%	1.99%	1.90%	53,730,540	1.28%	1.28%	1.24%
Feb-15	165,574,345		29,773,346	0.266%	80,993,392	1.33%	1.40%	1.27%	53,725,495	1.18%	1.26%	1.17%
Mar-15	157,317,763		21,802,285	0.278%	81,136,574	1.37%	2.05%	1.98%	53,915,294	1.07%	1.07%	1.00%
Apr-15	159,454,599		22,517,329	0.283%	81,292,994	1.36%	1.81%	1.75%	53,944,656	1.06%	1.06%	0.91%
May-15	163,652,299		27,267,329	0.290%	81,390,841	1.37%	1.22%	1.19%	54,009,777	1.06%	1.06%	1.06%
Jun-15	169,260,808		28,867,329	0.299%	81,816,933	1.38%	1.39%	1.38%	54,061,403	1.08%	1.08%	0.87%
Jul-15	161,937,644		24,936,318	0.320%	81,941,821	1.38%	1.11%	1.14%	54,083,574	1.08%	1.16%	1.00%
Aug-15	156,052,639		18,526,318	0.330%	82,043,091	1.39%	1.12%	1.11%	54,065,279	1.09%	1.14%	0.80%
Sep-15	157,437,337		17,626,318	0.337%	82,154,547	1.41%	1.64%	1.65%	54,180,338	1.08%	1.13%	1.15%
Oct-15	155,196,031		17,843,566	0.357%	82,223,743	1.41%	1.56%	1.47%	54,198,446	(6)	(6)	0.78%
Nov-15	156,098,310		17,593,566	0.374%	82,355,838	1.42%	1.30%	1.22%	54,238,929	(6)	(6)	0.39%
Dec-15	156,285,206		16,633,566	0.400%	82,433,426	1.43%	1.19%	1.05%	54,312,737	(6)	(6)	0.68%
Jan-16	168,824,464		30,850,627	0.446%	82,510,170	1.43%	1.13%	1.01%	54,319,684	(6)	0.51%	0.65%
Feb-16	175,430,692		37,750,627	0.467%	82,617,177	1.44%	1.17%	1.23%	54,372,589	(6)	0.59%	0.98%
Mar-16	173,065,238		34,310,627	0.506%	82,721,056	1.46%	1.61%	1.69%	54,499,863	1.08%	0.84%	0.92%
Apr-16												
May-16												
Jun-16												

Notes:

(1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler and Cutwater.

(2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security

(3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital gain. This measure of return recognizes the changes in market values of a security or portfolio of securities.

(4) The Rate of Return for the investment portfolio reflects the performance of the portfolio during the past twelve months.

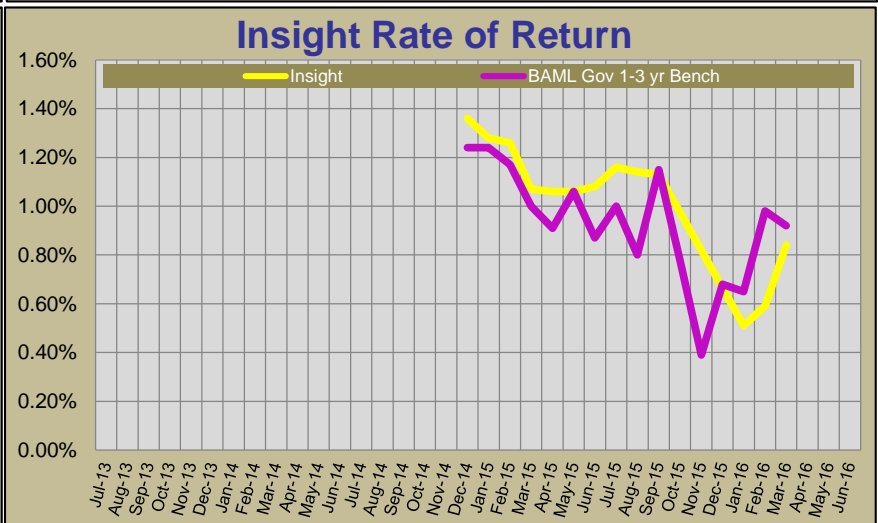
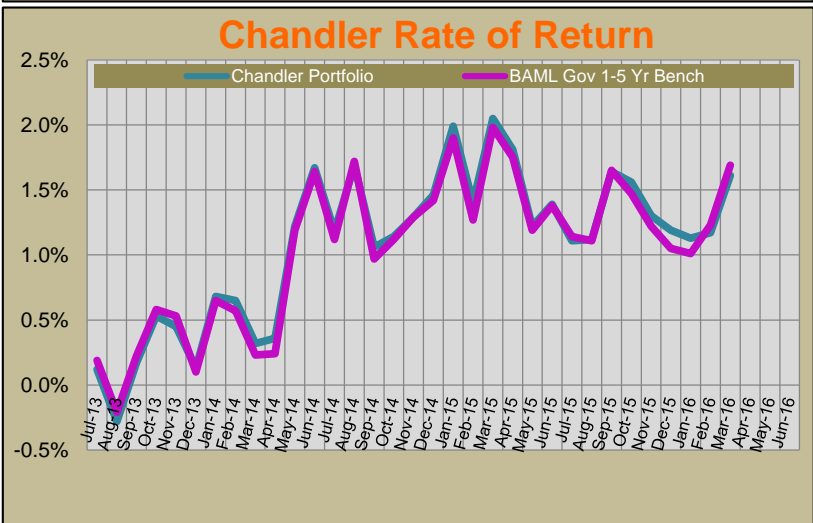
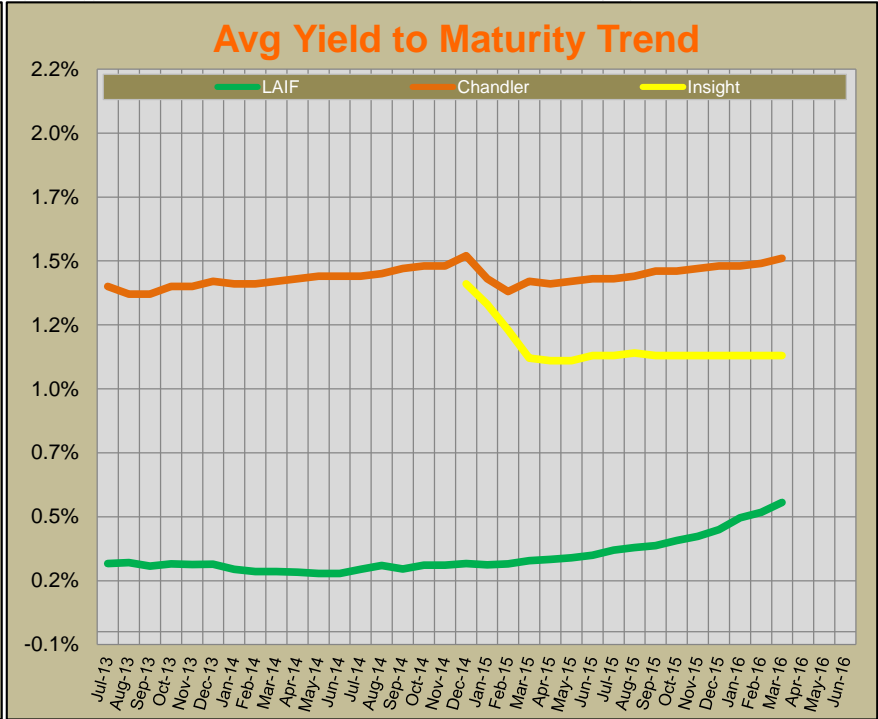
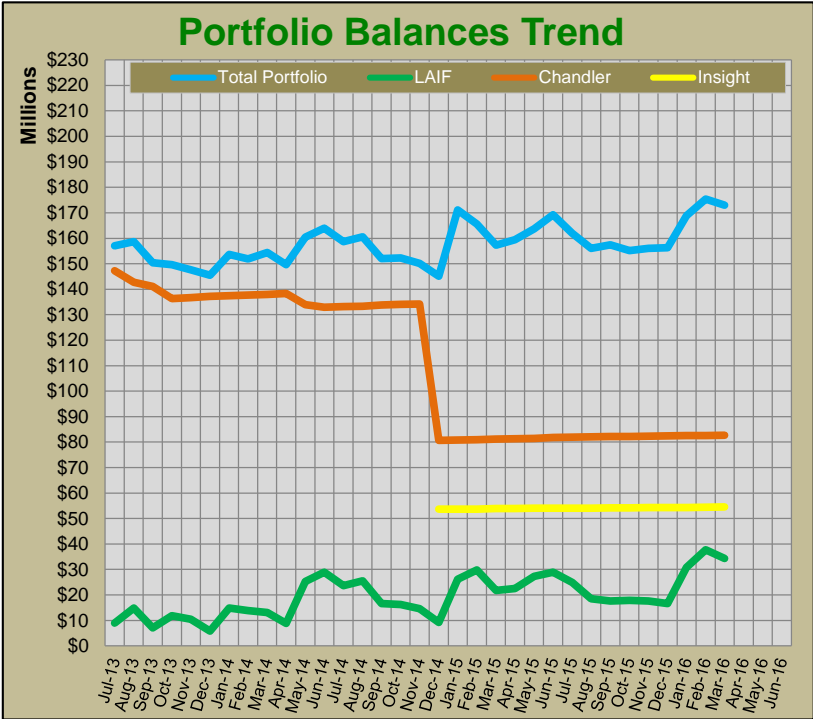
(5) The portfolio benchmarks are: Chandler-Bank of America-Merrill Lynch 1 to 5 year Government Index and Insight- Bank of America-Merrill Lynch 1 to 3 year Treasury Index

(6) As the result of a transition to a new reporting platform Weighted Avg Yield to Maturity and Total Return Yield data is not available. Insight staff are working to rectify this problem.

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -



# PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS
The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.
The portfolio managed by Insight is comprised of idle cash balances related to funds that generally expect to expend cash within the next 36 months. (Example: Gen Fund, Zone A, Measure A, NSP etc.)
The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expend cash with the next 24 to 60 months. (Example: Facility & Equip Replacement, Endowments etc.)

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

**FUNDS WITH FISCAL AGENTS**

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio	
<b>Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility</b>											
bond fund	22277600	money mkt fund	WF Govt Fund	03/31/16	04/01/16	3	0.01%	0.01%	1.00000	0.000%	
interest fund	22277601	money mkt fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
principal fund	22277602	money mkt fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
						5					
<b>Wells Fargo CFD # 5</b>											
Series B Revenue	22333500	money mkt fund	WF Govt Fund	03/31/16	04/01/16	44,675	0.01%	0.01%	1.00000	0.273%	
Series A Principal	22333501	money mkt fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	2.71%	1.00000	0.000%	
Series B reserve	22333503	money mkt fund	WF Govt Fund	03/31/16	04/01/16	546,032	0.01%	0.01%	1.00000	3.334%	
Series B admin fund	22333504	money mkt fund	WF Govt Fund	03/31/16	04/01/16	87	0.01%	0.01%	1.00000	0.001%	
						590,795					
<b>Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Sereis A</b>											
debt service fund	22631700	money mkt fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
interest fund	22631701	money mkt fund	WF Govt Fund	03/31/16	04/01/16	6	0.01%	0.01%	1.00000	0.000%	
principal fund	22631702	money mkt fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
						8					
<b>Wells Fargo Community Facilities District 87-1 (IA-1)</b>											
special tax funds	22631800	money market fund	WF Govt Fund	03/31/16	04/01/16	696,940	0.01%	0.01%	1.00000	4.255%	
interest acct	22631801	money market fund	WF Govt Fund	03/31/16	04/01/16	53	0.01%	0.01%	1.00000	0.000%	
reserve fund	22631802	money market fund	WF Govt Fund	03/31/16	04/01/16	2	0.01%	0.01%	1.00000	0.000%	
reserve fund	22631804	money market fund	WF Govt Fund	03/31/16	04/01/16	1,028,715	0.01%	0.01%	1.00000	6.281%	
admin exp acct	22631805	money market fund	WF Govt Fund	03/31/16	04/01/16	377	0.01%	0.01%	1.00000	0.002%	
debt service acct	22631809	money market fund	WF Govt Fund	03/31/16	04/01/16	536,147	0.01%	0.01%	1.00000	3.274%	
surplus acct	22631810	money market fund	WF Govt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
special tax funds	22631900	money market fund	WF Govt Fund	03/31/16	04/01/16	125,285	0.01%	0.01%	1.00000	0.765%	
interest acct	22631901	money market fund	WF Govt Fund	03/31/16	04/01/16	55,319	0.01%	0.01%	1.00000	0.338%	
principal fund	22631902	money market fund	WF Govt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
reserve fund	22631904	money market fund	WF Govt Fund	03/31/16	04/01/16	365,351	0.01%	0.01%	1.00000	2.231%	
admin exp acct	22631905	money market fund	WF Govt Fund	03/31/16	04/01/16	795	0.01%	0.01%	1.00000	0.005%	
surplus acct	22631907	money market fund	WF Govt Fund	03/31/16	04/01/16	100,437	0.01%	0.01%	1.00000	0.613%	
						2,909,422					
<b>Wells Fargo 2013 Total Road Improvement COPs</b>											
revenue fund	46612400	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	2	0.01%	0.01%	1.00000	0.000%	
interest fund	46612401	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	2	0.01%	0.01%	1.00000	0.000%	
principal fund	46612402	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
reserve fund	46612403	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
admin fund	46612404	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	734	0.01%	0.01%	1.00000	0.004%	
acquisition fund	46612407	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	3,079,611	0.01%	0.01%	1.00000	18.804%	
						3,080,349					
<b>Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds</b>											
revenue fund	48360700	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	6	0.01%	0.01%	1.00000	0.000%	
interest fund	48360701	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
principal fund	48360702	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
cost of issuance	48360705	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
						7					
<b>Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds</b>											
revenue fund	83478300	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	2	0.01%	0.01%	1.00000	0.000%	
interest fund	83478301	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	1	0.01%	0.01%	1.00000	0.000%	
principal fund	83478302	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
redemption fund	83478303	money mkt fund	WF Muni Cash Mgmt Fund	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
						3					
<b>Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)</b>											
revenue fund	84457000	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	9,228	0.01%	0.01%	1.00000	0.056%	
interest fund	84457001	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
principal fund	84457002	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
reserve fund	84457005	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
construction fund	84457006	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	9,001,902	0.01%	0.01%	1.00000	54.964%	
construction fund	84457006	money mkt fund	Local Agency Investment Fund	03/31/16	04/01/16	786,118	0.01%	0.01%	1.00000	4.800%	
cost of issuance	84467007	money mkt fund	WF Treasury Plus	03/31/16	04/01/16	0	0.01%	0.01%	1.00000	0.000%	
						9,797,248					
						16,377,837					
<b>Totals</b>											100.000%

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	12,867,631
2	Principal & Interest Accounts	601,502
3	Debt Service Reserve Funds	2,762,325
4	Custody Accounts	8
5	Arbitrage Rebate Accounts	100,437
6	Other Accounts	45,934
<b>Total Fiscal Agent Funds</b>		<b>16,377,837</b>

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

## DEFERRED COMPENSATION FUNDS

### Nationwide

Fund	Market Value as of Mar 31, 2016	Fund	Market Value as of Mar 31, 2016	Fund	Market Value as of Mar 31, 2016
Liquid Savings	\$1,305,542	Nationwide US Sm Cap Val Ins Svc	9,857	Federated Kaufmann Fund	96,702
Nationwide Fixed (Part Time Employee)	475,539	American Century Balanced	42	Invesco Mid Cap Core Equity	34,734
Liquid Savings (Part Time Employees)	276,393	Am Century Growth	82,335	Nationwide Ret Inc Inst Svc	13,087
Certificates of Deposit 1 year	0	Am Century Select	159,556	Nationwide InvDes Mod Cons Fund SC	37,379
Certificates of Deposit 3 years	268	JP Morgan Mid Cap Value A	1,130,666	Nationwide InvDes Mod Aggr Fund	1,020,483
Certificates of Deposit 5 years	126,885	Vanguard Index 500	104,100	Nationwide InvDes Aggr Fund	134,314
Bond Fund of America	67,575	Vanguard Institutional Index	654,887	Nationwide InvDes Mod Fd	853,687
Growth Fund of America	104,066	Vanguard Wellington	23,014	Nationwide Inv Des Cons	126,537
Investment Co. of America	61,055	Vanguard Windsor II	127,962	Nationwide Large Cap Growth	50,959
Income Fund of America	36,608	Vanguard Total Bond Index	219,357	Nationwide Fund A	7,105
Brown Cap Mgmt Inc SM Co	121,697	Washington Mutual Inv	96,553	Nationwide Dest 2015 Inst Svc	26,431
Fidelity Independence	2,573	DFA US Micro Cap Port	110,126	Nationwide Dest 2020 Inst Svc	187,086
Fidelity Equity Income	68,808	EuroPacific Growth	255,247	Nationwide Dest 2025 Inst Svc	284,046
Fidelity Magellan	293,118	Stable Fund C	2,767,287	Nationwide Dest 2030 Inst Svc	1,451
Fidelity Puritan	68,713	N B Socially Responsive Fund	36,134	Nationwide Dest 2035 Inst Svc	6,238
Fidelity Contrafund	293,633	Dtsch High Income Fund A	67,785	Nationwide Dest 2040 Inst Svc	13,143
Janus Fund	31,209	Dtsch Eq Divd A	73,106	Nationwide Dest 2045 Inst Svc	18,345
Janus Advisor Forty	22,372	Oppenheimer Global Fund A	338,622	<b>Total Nationwide Deferred</b>	<b>\$12,524,417</b>

### ICMA

Fund	Market Value as of Mar 31, 2016	Fund	Market Value as of Mar 31, 2016
Aggressive Oppor.	\$99,465	VT Vantagepoint Discovery	122,784
International	272,983	VT Gold Sach Mid Cap Value	21,099
Global Equity Growth	226,310	VT Contrafund	179,047
Growth and Income	101,710	VT Vantagepoint Overseas Equity Index Fund	150,116
Broad Market	6,306	VT Diversified International	130,986
500 Stock Index	281,119	VT Allianz NFJ Div Value	142,989
Equity Income	459,758	Vantage Growth Fund	245,811
MS Retirement Income	0	VT Puritan	22,063
Core Bond	51,805	VT Vantagepoint Select Value	38,292
Cash Management	21,113	VT TR Price Growth Stock Adv	44,281
Plus Fund	1,094,701	VT Nuveen Real Estate Secs	148,258
Retirement Income Advantage	25,882	VT TR Price Small Cap Value	0
Conservative Growth	105,366	VT Invesco Diversified	2,695
Traditional Growth	187,025	VT Vantagepoint Inflation Focused	72,307
Long-Term Growth	494,742	VT Oppenheimer Main Street	11,604
Western Asset Core Plus Bond	61,249	VT Vantagepoint Mid/Sm Index	68,018
Milestone 2010	11,040	VT PIMCO Total Return	0
Milestone 2020	100,739	VT PIMCO High Yield	84,262
Milestone 2025	13,974	VT Harbor Mid Cap Growth	0
Milestone 2030	1,089	VT Harbor International Admi	32,176
Milestone 2035	27,391	VT AMG TimesSquare Mid Cap Growth Admin	72,148
Milestone 2040	16,229	<b>Total ICMA</b>	<b>\$5,248,932</b>

### Summary by Plan

Deferred Compensation Plan	Market Value as of Mar 31, 2016
Total Nationwide	\$12,524,417
Total ICMA	5,248,932
<b>Total Deferred Compensation Plans</b>	<b>\$17,773,349</b>

### Summary by Investment Type

Investment Type	Market Value as of Mar 31, 2016
Savings Deposits and CD's	\$4,825,029
Mutual Funds	12,948,320
<b>Total Deferred Compensation Plans</b>	<b>\$17,773,349</b>

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

# Monthly Account Statement

## City of Moreno Valley

March 1, 2016 through March 31, 2016

### Chandler Team

For questions about your account,  
please call (800) 317-4747 or  
Email [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Union Bank N.A.  
Tina Guzman  
(619)-230-3547

***Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.***



**PORTFOLIO CHARACTERISTICS**

Average Duration	2.49
Average Coupon	1.37 %
Average Purchase YTM	1.46 %
Average Market YTM	1.02 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.66 yrs
Average Life	2.56 yrs

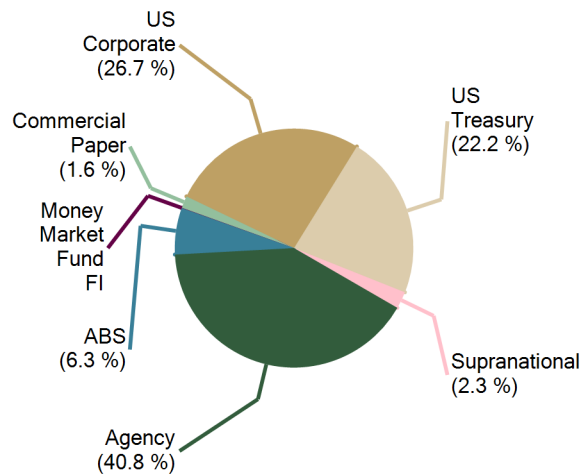
**ACCOUNT SUMMARY**

	Beg. Values as of 2/29/16	End Values as of 3/31/16
<b>Market Value</b>	83,143,745	83,493,011
<b>Accrued Interest</b>	265,552	255,435
<b>Total Market Value</b>	<b>83,409,298</b>	<b>83,748,446</b>
<b>Income Earned</b>	97,180	100,303
<b>Cont/WD</b>		0
<b>Par</b>	82,617,177	82,721,056
<b>Book Value</b>	82,323,248	82,440,942
<b>Cost Value</b>	82,257,298	82,353,402

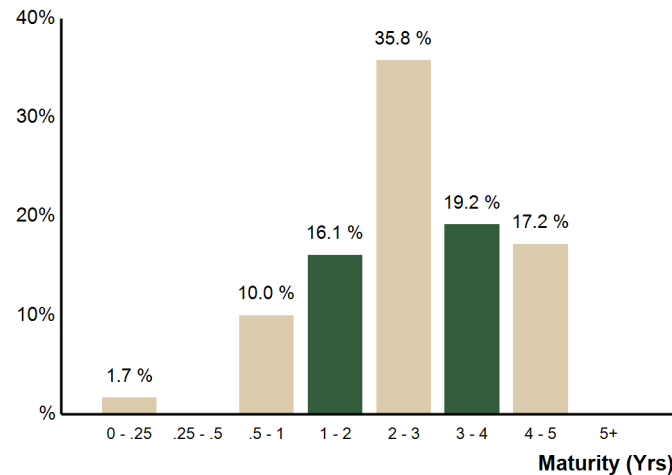
**TOP ISSUERS**

Issuer	% Portfolio
Government of United States	22.2 %
Federal National Mortgage Assoc	17.3 %
Federal Home Loan Mortgage Corp	14.7 %
Federal Home Loan Bank	8.8 %
John Deere ABS	3.1 %
Honda ABS	2.3 %
Intl Bank Recon and Development	2.3 %
General Electric Co	2.2 %
	<b>72.9 %</b>

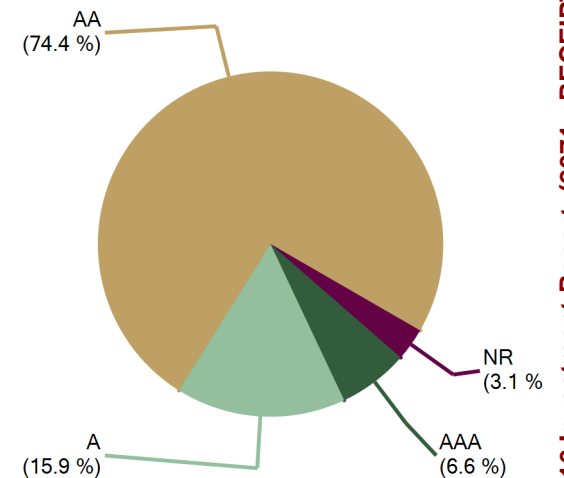
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

Total Rate of Return As of 3/31/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010
					3 Yrs	5 Yrs	10 Yrs	5/31/2010	
City of Moreno Valley	0.41 %	1.58 %	1.58 %	1.80 %	1.39 %	1.78 %	N/A	1.88 %	11.50 %
BAML 1-5 Yr US Treasury/Agency Index	0.24 %	1.55 %	1.55 %	1.61 %	1.15 %	1.54 %	N/A	1.57 %	9.51 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.34 %	1.57 %	1.57 %	1.69 %	1.26 %	1.69 %	N/A	1.76 %	10.70 %

Attachment: March 2016 Investment Report (2071) : RECEIPT OF QUARTERLY INVESTMENT REPORT -



**COMPLIANCE WITH INVESTMENT POLICY**

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.*

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	30% max; 5% max per issuer; "AA" rated by a NRSRO; Issued by IBRD, IFC or IADB only;	Complies
Municipal Securities (Local Agency/State)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	25% maximum; 5% max issuer; 270 days max maturity; "A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max issuer	Complies
Medium Term Notes	30% maximum; 5% max issuer; "A" rated or better by a NRSRO	Complies
Money Market Mutual Funds	20% maximum; AAA/Aaa or Highest rating	Complies
Collateralized Certificates of Deposit (CD)/ Time Deposit (TD)	5% max issuer	Complies
FDIC Insured Certificates of Deposit (CD)/Time Deposit (TD)	5% max issuer	Complies
Asset-Backed (ABS), Mortgage Backed (MBS) and Collateralized Mortgage Obligations (CMO)	20% maximum; 5% max issuer; "AA" rated or better by a NRSRO; "A" rated issuer	Complies
Repurchase Agreements	No limitation; 1-year max maturity	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest only strips from mortgages; Reverse repurchase agreements; Futures/Option contracts	Complies
Issuer Maximum	5% per issuer for all non-government issuers and agencies	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>ABS</b>									
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	156,512.32	08/27/2013 0.88 %	156,490.99 156,504.90	100.00 0.89 %	156,508.72 60.52	0.19 % 3.82	Aaa / NR AAA	1. 0.
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	762,463.82	03/11/2014 0.69 %	762,322.92 762,424.20	99.87 1.00 %	761,458.13 227.04	0.91 % (966.07)	Aaa / AAA NR	1. 0.
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	891,297.02	05/13/2014 0.78 %	891,189.89 891,256.64	99.84 1.04 %	889,892.34 247.83	1.06 % (1,364.30)	Aaa / AAA NR	1. 0.
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	1,165,237.11	04/02/2014 0.93 %	1,165,050.44 1,165,172.91	99.96 1.01 %	1,164,719.74 476.45	1.39 % (453.17)	Aaa / NR AAA	2. 0.
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	1,059,054.30	08/12/2014 0.89 %	1,058,850.01 1,058,963.72	99.93 0.99 %	1,058,348.97 414.21	1.26 % (614.75)	NR / AAA AAA	2. 0.
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	620,000.00	08/26/2014 1.08 %	619,864.59 619,931.31	99.96 1.13 %	619,729.68 294.84	0.74 % (201.63)	Aaa / NR AAA	2. 0.
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	635,000.00	02/23/2016 1.37 %	634,900.05 634,902.04	99.91 1.41 %	634,448.82 383.82	0.76 % (453.22)	Aaa / NR AAA	4. 2.
<b>Total ABS</b>		<b>5,289,564.57</b>	<b>0.93 %</b>	<b>5,288,668.89</b> <b>5,289,155.72</b>	<b>1.07 %</b>	<b>5,285,106.40</b> <b>2,104.71</b>	<b>6.31 %</b> <b>(4,049.32)</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.</b> <b>0.</b>
<b>AGENCY</b>									
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,195,000.00	02/27/2012 1.03 %	1,196,099.40 1,195,199.89	100.38 0.63 %	1,199,542.20 1,185.04	1.43 % 4,342.31	Aaa / AA+ AAA	0. 0.
3137EADC0	FHLMC Note 1% Due 3/8/2017	1,250,000.00	03/14/2012 1.29 %	1,232,562.50 1,246,731.07	100.31 0.67 %	1,253,818.75 798.61	1.50 % 7,087.68	Aaa / AA+ AAA	0. 0.
313378WF4	FHLB Note 1.125% Due 3/10/2017	1,800,000.00	04/24/2012 1.05 %	1,806,408.00 1,801,234.80	100.38 0.72 %	1,806,885.00 1,181.25	2.16 % 5,650.20	Aaa / AA+ AAA	0. 0.
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,312,095.43	100.21 0.65 %	1,312,711.70 668.65	1.57 % 616.27	Aaa / AA+ AAA	0. 0.
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	1,650,000.00	05/29/2012 1.06 %	1,665,300.45 1,653,435.83	100.61 0.69 %	1,660,142.55 7,963.54	1.99 % 6,706.72	Aaa / AA+ AAA	1. 1.
3137EADH9	FHLMC Note 1% Due 6/29/2017	1,650,000.00	Various 0.86 %	1,660,600.20 1,652,803.60	100.30 0.76 %	1,654,908.76 4,216.67	1.98 % 2,105.16	Aaa / AA+ AAA	1. 1.
3135G0ZL0	FNMA Note 1% Due 9/27/2017	525,000.00	08/21/2014 1.12 %	523,125.75 524,096.91	100.38 0.75 %	526,976.63 58.33	0.63 % 2,879.72	Aaa / AA+ AAA	1. 1.
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,051,211.75	100.36 0.75 %	1,053,816.75 58.33	1.26 % 2,605.00	Aaa / AA+ AAA	1. 1.
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	1,625,000.00	03/20/2015 1.02 %	1,630,331.63 1,628,560.72	100.76 0.75 %	1,637,311.00 7,921.88	1.96 % 8,750.28	Aaa / AA+ AAA	2. 2.
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,800,000.00	07/29/2013 1.54 %	1,745,109.00 1,775,617.89	100.12 0.82 %	1,802,212.20 5,687.50	2.16 % 26,594.31	Aaa / AA+ AAA	2. 2.
3135G0E33	FNMA Note 1.125% Due 7/20/2018	1,640,000.00	Various 1.17 %	1,637,599.65 1,638,222.00	100.71 0.81 %	1,651,598.08 3,638.75	1.98 % 13,376.08	Aaa / AA+ AAA	2. 2.

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>AGENCY</b>									
3135G0YM9	FNMA Note 1.875% Due 9/18/2018	950,000.00	12/23/2013 1.71 %	956,915.05 953,605.76	102.44 0.87 %	973,140.10 643.23	1.16 % 19,534.34	Aaa / AA+ AAA	2. 2.
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	1,750,000.00	12/13/2013 1.71 %	1,743,035.00 1,746,257.04	101.98 0.87 %	1,784,693.75 9,795.14	2.14 % 38,436.71	Aaa / AA+ AAA	2. 2.
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	1,775,000.00	Various 1.65 %	1,793,583.78 1,785,798.15	102.71 0.92 %	1,823,063.45 3,882.82	2.18 % 37,265.30	Aaa / AA+ AAA	2. 2.
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,125,000.00	Various 1.80 %	2,119,946.43 2,121,455.20	102.40 0.98 %	2,175,904.38 12,499.13	2.61 % 54,449.18	Aaa / AA+ AAA	3. 3.
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,750,000.00	09/04/2014 1.83 %	2,674,980.00 2,698,937.73	100.81 1.00 %	2,772,316.25 5,729.17	3.32 % 73,378.52	Aaa / AA+ AAA	3. 3.
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,702,732.55	102.48 1.02 %	1,742,170.20 1,570.14	2.08 % 39,437.65	Aaa / AA+ AAA	3. 3.
3135G0A78	FNMA Note 1.625% Due 1/21/2020	400,000.00	05/26/2015 1.55 %	401,417.20 401,158.77	101.72 1.16 %	406,865.60 1,263.89	0.49 % 5,706.83	Aaa / AA+ AAA	3. 3.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,638,241.95	100.78 1.18 %	1,662,949.20 9,453.13	2.00 % 24,707.25	Aaa / AA+ AAA	4. 3.
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,798.48	101.10 1.23 %	1,673,276.17 6,826.88	2.01 % 17,477.69	Aaa / AA+ AAA	4. 4.
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90 %	1,618,815.00 1,620,641.30	101.00 1.28 %	1,666,511.55 8,318.75	2.00 % 45,870.25	Aaa / AA+ AAA	4. 4.
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,410,000.00	02/17/2016 1.46 %	1,404,303.60 1,404,437.67	100.04 1.37 %	1,410,562.59 2,315.73	1.69 % 6,124.92	Aaa / AA+ AAA	4. 4.
3135G0J20	FNMA Note 1.375% Due 2/26/2021	425,000.00	03/30/2016 1.43 %	423,844.85 423,845.49	99.99 1.38 %	424,965.58 568.14	0.51 % 1,120.09	Aaa / AA+ AAA	4. 4.
<b>Total Agency</b>		<b>33,735,000.00</b>	<b>1.41 %</b>	<b>33,603,131.59</b> <b>33,632,119.98</b>	<b>0.92 %</b>	<b>34,076,342.44</b> <b>96,244.70</b>	<b>40.80 %</b> <b>444,222.46</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>2.</b> <b>2.</b>
<b>COMMERCIAL PAPER</b>									
06538BFQ1	Bank of Tokyo Mitsubishi NY Discount CP 0.7% Due 6/24/2016	1,380,000.00	02/25/2016 0.71 %	1,376,806.83 1,377,746.00	99.84 0.71 %	1,377,746.00 0.00	1.65 % 0.00	P-1 / A-1 F-1	0. 0.
<b>Total Commercial Paper</b>		<b>1,380,000.00</b>	<b>0.71 %</b>	<b>1,376,806.83</b> <b>1,377,746.00</b>	<b>0.71 %</b>	<b>1,377,746.00</b> <b>0.00</b>	<b>1.65 %</b> <b>0.00</b>	<b>P-1 / A-1</b> <b>F-1</b>	<b>0.</b> <b>0.</b>
<b>MONEY MARKET FUND FI</b>									
60934N104	Federated Prime Value Oblig GOVT OBLIG MMF	20,891.20	Various 0.20 %	20,891.20 20,891.20	1.00 0.20 %	20,891.20 0.00	0.02 % 0.00	Aaa / AAA AAA	0. 0.
<b>Total Money Market Fund FI</b>		<b>20,891.20</b>	<b>0.20 %</b>	<b>20,891.20</b> <b>20,891.20</b>	<b>0.20 %</b>	<b>20,891.20</b> <b>0.00</b>	<b>0.02 %</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>0.</b> <b>0.</b>

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>SUPRANATIONAL</b>									
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/5/2018	1,915,000.00	09/30/2015 1.06 %	1,911,744.50 1,912,271.21	100.32 0.87 %	1,921,074.38 9,255.83	2.30 % 8,803.17	Aaa / AAA AAA	2. 2.
<b>Total Supranational</b>		<b>1,915,000.00</b>	<b>1.06 %</b>	<b>1,911,744.50</b> <b>1,912,271.21</b>	<b>0.87 %</b>	<b>1,921,074.38</b> <b>9,255.83</b>	<b>2.30 %</b> <b>8,803.17</b>	<b>Aaa / AAA</b> <b>Aaa</b>	<b>2.</b> <b>2.</b>
<b>US CORPORATE</b>									
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,223,841.06	100.87 0.88 %	1,225,570.50 5,265.00	1.47 % 1,729.44	A2 / A NR	0. 0.
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,583,369.56	100.20 1.52 %	1,578,170.48 3,521.88	1.89 % (5,199.08)	A3 / A A	0. 0.
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	565,000.00	05/12/2014 1.13 %	564,502.80 564,814.46	100.34 0.79 %	566,948.69 2,347.89	0.68 % 2,134.23	A1 / AA A+	1. 1.
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	1,500,000.00	Various 1.48 %	1,477,072.20 1,490,978.98	99.83 1.21 %	1,497,402.00 5,335.99	1.79 % 6,423.02	Aa1 / AA- NR	1. 1.
02665WAQ4	American Honda Finance Note 1.55% Due 12/11/2017	695,000.00	12/08/2014 1.58 %	694,353.65 694,634.95	100.51 1.24 %	698,550.06 3,291.60	0.84 % 3,915.11	A1 / A+ NR	1. 1.
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,440,000.00	12/12/2012 1.29 %	1,444,175.55 1,441,426.19	100.81 0.87 %	1,451,698.56 5,724.01	1.74 % 10,272.37	A1 / A+ A+	1. 1.
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	505,000.00	Various 1.47 %	504,702.60 504,838.34	100.51 1.16 %	507,571.46 1,606.89	0.61 % 2,733.12	Aa3 / AA- A	1. 1.
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,035,000.00	02/03/2015 1.23 %	1,031,843.25 1,033,052.95	100.18 1.03 %	1,036,868.18 1,778.91	1.24 % 3,815.23	Aa3 / AA- A+	1. 1.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,757.43	100.76 0.88 %	881,664.88 4,587.68	1.06 % 6,907.45	A1 / A A	2. 2.
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,392,886.03	100.21 0.90 %	1,402,885.40 5,755.56	1.68 % 9,999.37	Aa1 / AA+ NR	2. 2.
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,023,904.93	99.67 1.38 %	1,031,548.28 5,175.00	1.24 % 7,643.35	A2 / A NR	2. 2.
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	545,000.00	12/10/2013 1.99 %	543,839.15 544,373.17	101.46 1.40 %	552,957.55 3,188.25	0.66 % 8,584.38	A2 / A NR	2. 2.
36962G7G3	General Electric Capital Corp Note 2.3% Due 1/14/2019	1,750,000.00	01/08/2014 2.32 %	1,748,286.80 1,749,044.88	103.39 1.06 %	1,809,335.50 8,609.02	2.17 % 60,290.62	A1 / AA+ NR	2. 2.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,307,022.87	102.89 1.12 %	1,342,653.17 2,310.94	1.61 % 35,630.30	A1 / AA- NR	2. 2.
91159HHH6	US Bancorp Callable Note Cont 3/25/2019 2.2% Due 4/25/2019	1,365,000.00	Various 2.18 %	1,366,198.85 1,365,818.32	101.87 1.55 %	1,390,556.90 13,013.00	1.68 % 24,738.58	A1 / A+ AA	3. 2.

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Holdings Report

As of 3/31/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>US CORPORATE</b>									
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	1,675,000.00	Various 2.29 %	1,675,650.55 1,675,443.56	102.38 1.57 %	1,714,943.73 2,140.28	2.05 % 39,500.17	A1 / A AA-	3. 3.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,123.30	101.17 1.83 %	1,062,260.85 3,825.21	1.27 % 13,137.55	A2 / A AA-	3. 3.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,458.32	101.40 1.38 %	674,321.97 1,487.01	0.81 % 9,863.65	A1 / A+ A+	3. 3.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 970,895.12	102.51 1.62 %	1,004,599.96 8,023.76	1.21 % 33,704.84	A1 / A+ NR	4. 3.
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	425,000.00	10/29/2015 2.02 %	424,660.00 424,687.91	102.46 1.43 %	435,434.60 3,494.44	0.52 % 10,746.69	Aaa / AAA AA+	4. 4.
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	400,000.00	02/29/2016 2.22 %	400,000.00 400,000.00	101.77 1.84 %	407,080.80 691.29	0.49 % 7,080.80	Aaa / AAA AAA	4. 4.
<b>Total US Corporate</b>		<b>22,000,000.00</b>	<b>1.72 %</b>	<b>22,018,872.35</b> <b>21,979,372.33</b>	<b>1.25 %</b>	<b>22,273,023.52</b> <b>91,173.61</b>	<b>26.70 %</b> <b>293,651.19</b>	<b>A1 / AA-</b> <b>AA-</b>	<b>2.</b> <b>2.</b>
<b>US TREASURY</b>									
912828UU2	US Treasury Note 0.75% Due 3/31/2018	1,000,000.00	Various 1.29 %	977,009.02 989,574.80	99.99 0.75 %	999,922.00 20.49	1.19 % 10,347.20	Aaa / AA+ AAA	2. 1.
912828VE7	US Treasury Note 1% Due 5/31/2018	1,450,000.00	01/07/2014 1.46 %	1,421,684.55 1,436,054.11	100.47 0.78 %	1,456,797.60 4,872.95	1.75 % 20,743.49	Aaa / AA+ AAA	2. 2.
912828WD8	US Treasury Note 1.25% Due 10/31/2018	1,630,600.00	Various 1.30 %	1,623,839.75 1,628,703.18	101.09 0.82 %	1,648,306.69 8,567.37	1.98 % 19,603.51	Aaa / AA+ AAA	2. 2.
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,625,000.00	Various 1.71 %	1,590,288.65 1,606,120.73	101.11 0.83 %	1,643,091.13 6,826.33	1.97 % 36,970.40	Aaa / AA+ AAA	2. 2.
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,625,000.00	06/17/2014 1.64 %	1,596,694.89 1,607,644.67	101.11 0.85 %	1,643,091.13 3,404.02	1.97 % 35,446.46	Aaa / AA+ AAA	2. 2.
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	03/31/2014 1.72 %	1,967,741.08 1,980,885.60	101.45 0.87 %	2,029,062.00 2,391.30	2.43 % 48,176.40	Aaa / AA+ AAA	2. 2.
912828ST8	US Treasury Note 1.25% Due 4/30/2019	2,000,000.00	06/10/2014 1.68 %	1,960,084.82 1,974,851.65	101.07 0.90 %	2,021,484.00 10,508.24	2.43 % 46,632.35	Aaa / AA+ AAA	3. 3.
912828UB4	US Treasury Note 1% Due 11/30/2019	1,600,000.00	03/30/2015 1.38 %	1,572,880.35 1,578,717.83	99.96 1.01 %	1,599,312.00 5,377.05	1.92 % 20,594.17	Aaa / AA+ AAA	3. 3.
912828H52	US Treasury Note 1.25% Due 1/31/2020	450,000.00	07/29/2015 1.54 %	444,306.20 445,157.16	100.69 1.07 %	453,093.75 942.65	0.54 % 7,936.59	Aaa / AA+ AAA	3. 3.
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,733,161.58	101.00 1.13 %	1,767,568.25 8,086.58	2.12 % 34,406.67	Aaa / AA+ AAA	4. 4.
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,650,000.00	Various 1.37 %	1,650,064.12 1,650,053.40	100.95 1.15 %	1,665,597.45 1,972.82	1.99 % 15,544.05	Aaa / AA+ AAA	4. 4.

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# Holdings Report

As of 3/31/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
<b>US TREASURY</b>									
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,600,000.00	03/09/2016 1.40 %	1,598,442.85 1,598,461.15	100.72 1.22 %	1,611,500.80 3,686.81	1.93 % 13,039.65	Aaa / AA+ AAA	4. 4.
<b>Total US Treasury</b>		<b>18,380,600.00</b>	<b>1.52 %</b>	<b>18,133,286.29</b> <b>18,229,385.86</b>	<b>0.95 %</b>	<b>18,538,826.80</b> <b>56,656.61</b>	<b>22.20 %</b> <b>309,440.94</b>	<b>Aaa / AA+</b> <b>Aaa</b>	<b>3.</b> <b>3.</b>
<b>TOTAL PORTFOLIO</b>		<b>82,721,055.77</b>	<b>1.46 %</b>	<b>82,353,401.65</b> <b>82,440,942.30</b>	<b>1.02 %</b>	<b>83,493,010.74</b> <b>255,435.46</b>	<b>100.00 %</b> <b>1,052,068.44</b>	<b>Aa1 / AA</b> <b>Aaa</b>	<b>2.</b> <b>2.</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>83,748,446.20</b>			

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Transaction Ledger

2/29/16 Thru 3/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	03/01/2016	60934N104	13,865.63	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	13,865.63	0.00	13,865.63	0.00
Purchase	03/01/2016	60934N104	118.85	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	118.85	0.00	118.85	0.00
Purchase	03/02/2016	47788MAC4	635,000.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	99.984	1.37 %	634,900.05	0.00	634,900.05	0.00
Purchase	03/02/2016	60934N104	352,133.44	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	352,133.44	0.00	352,133.44	0.00
Purchase	03/03/2016	30231GAV4	400,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	100.000	2.22 %	400,000.00	0.00	400,000.00	0.00
Purchase	03/08/2016	60934N104	13,900.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	13,900.00	0.00	13,900.00	0.00
Purchase	03/08/2016	60934N104	765,000.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	765,000.00	0.00	765,000.00	0.00
Purchase	03/10/2016	60934N104	834,964.06	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	834,964.06	0.00	834,964.06	0.00
Purchase	03/10/2016	60934N104	15,856.25	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	15,856.25	0.00	15,856.25	0.00
Purchase	03/11/2016	60934N104	19,262.50	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	19,262.50	0.00	19,262.50	0.00
Purchase	03/11/2016	912828N89	1,600,000.00	US Treasury Note 1.375% Due 1/31/2021	99.903	1.40 %	1,598,442.85	2,417.59	1,600,860.44	0.00
Purchase	03/12/2016	60934N104	14,875.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	14,875.00	0.00	14,875.00	0.00
Purchase	03/15/2016	60934N104	26,741.37	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	26,741.37	0.00	26,741.37	0.00
Purchase	03/15/2016	60934N104	552.83	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	552.83	0.00	552.83	0.00
Purchase	03/15/2016	60934N104	34,591.38	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	34,591.38	0.00	34,591.38	0.00
Purchase	03/15/2016	60934N104	90,649.38	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	90,649.38	0.00	90,649.38	0.00
Purchase	03/15/2016	60934N104	83,379.86	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	83,379.86	0.00	83,379.86	0.00
Purchase	03/18/2016	60934N104	8,906.25	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	8,906.25	0.00	8,906.25	0.00
Purchase	03/18/2016	60934N104	81,866.15	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	81,866.15	0.00	81,866.15	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	03/27/2016	60934N104	2,625.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	2,625.00	0.00	2,625.00	0.00
Purchase	03/29/2016	60934N104	5,250.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	5,250.00	0.00	5,250.00	0.00
Purchase	03/31/2016	3135G0J20	425,000.00	FNMA Note 1.375% Due 2/26/2021	99.728	1.43 %	423,844.85	568.14	424,412.99	0.00
Purchase	03/31/2016	60934N104	3,750.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	3,750.00	0.00	3,750.00	0.00
	<b>Subtotal</b>		<b>5,428,287.95</b>				<b>5,425,475.70</b>	<b>2,985.73</b>	<b>5,428,461.43</b>	<b>0.00</b>
Security Contribution	03/02/2016	60934N104	333.67	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		333.67	0.00	333.67	0.00
	<b>Subtotal</b>		<b>333.67</b>				<b>333.67</b>	<b>0.00</b>	<b>333.67</b>	<b>0.00</b>
Short Sale	03/02/2016	60934N104	-634,900.05	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		-634,900.05	0.00	-634,900.05	0.00
Short Sale	03/03/2016	60934N104	-400,000.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		-400,000.00	0.00	-400,000.00	0.00
	<b>Subtotal</b>		<b>-1,034,900.05</b>				<b>-1,034,900.05</b>	<b>0.00</b>	<b>-1,034,900.05</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>4,393,721.57</b>				<b>4,390,909.32</b>	<b>2,985.73</b>	<b>4,393,895.05</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	03/02/2016	60934N104	-634,900.05	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		-634,900.05	0.00	-634,900.05	0.00
Closing Purchase	03/03/2016	60934N104	-400,000.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		-400,000.00	0.00	-400,000.00	0.00
	<b>Subtotal</b>		<b>-1,034,900.05</b>				<b>-1,034,900.05</b>	<b>0.00</b>	<b>-1,034,900.05</b>	<b>0.00</b>
Sale	03/02/2016	3135G0ZL0	350,000.00	FNMA Note 1% Due 9/27/2017	100.179	0.88 %	350,626.50	1,506.94	352,133.44	1,261.00
Sale	03/02/2016	60934N104	634,900.05	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	634,900.05	0.00	634,900.05	0.00
Sale	03/03/2016	60934N104	400,000.00	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	400,000.00	0.00	400,000.00	0.00
Sale	03/10/2016	91282UU2	835,000.00	US Treasury Note 0.75% Due 3/31/2018	99.664	0.92 %	832,192.13	2,771.93	834,964.06	6,012.00
Sale	03/11/2016	60934N104	1,600,860.44	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	1,600,860.44	0.00	1,600,860.44	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	03/31/2016	60934N104	424,412.99	Federated Prime Value Oblig GOVT OBLIG MMF	1.000	0.20 %	424,412.99	0.00	424,412.99	0.00
		<b>Subtotal</b>	<b>4,245,173.48</b>				<b>4,242,992.11</b>	<b>4,278.87</b>	<b>4,247,270.98</b>	<b>7,273.00</b>
Paydown	03/15/2016	43814HAC2	25,945.70	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		25,945.70	795.67	26,741.37	0.00
Paydown	03/15/2016	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	552.83	552.83	0.00
Paydown	03/15/2016	477879AC4	34,452.93	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		34,452.93	138.45	34,591.38	0.00
Paydown	03/15/2016	47787VAC5	89,687.27	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		89,687.27	962.11	90,649.38	0.00
Paydown	03/15/2016	89231MAC9	82,907.86	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		82,907.86	472.00	83,379.86	0.00
Paydown	03/18/2016	43814GAC4	81,242.10	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		81,242.10	624.05	81,866.15	0.00
		<b>Subtotal</b>	<b>314,235.86</b>				<b>314,235.86</b>	<b>3,545.11</b>	<b>317,780.97</b>	<b>0.00</b>
Maturity	03/08/2016	3136FPDC8	765,000.00	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	100.000		765,000.00	0.00	765,000.00	0.00
		<b>Subtotal</b>	<b>765,000.00</b>				<b>765,000.00</b>	<b>0.00</b>	<b>765,000.00</b>	<b>0.00</b>
Security Withdrawal	03/02/2016	60934N104	333.67	Federated Prime Value Oblig GOVT OBLIG MMF	1.000		333.67	0.00	333.67	0.00
		<b>Subtotal</b>	<b>333.67</b>				<b>333.67</b>	<b>0.00</b>	<b>333.67</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>4,289,842.96</b>				<b>4,287,661.59</b>	<b>7,823.98</b>	<b>4,295,485.57</b>	<b>7,273.00</b>

<b>OTHER TRANSACTIONS</b>										
Interest	03/01/2016	17275RAR3	1,305,000.00	Cisco Systems Note 2.125% Due 3/1/2019	0.000		13,865.63	0.00	13,865.63	0.00
Interest	03/08/2016	3136FPDC8	765,000.00	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	0.000		7,650.00	0.00	7,650.00	0.00
Interest	03/08/2016	3137EADC0	1,250,000.00	FHLMC Note 1% Due 3/8/2017	0.000		6,250.00	0.00	6,250.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	03/10/2016	3133782N0	1,310,000.00	FHLB Note 0.875% Due 3/10/2017	0.000		5,731.25	0.00	5,731.25	0.00
Interest	03/10/2016	313378WF4	1,800,000.00	FHLB Note 1.125% Due 3/10/2017	0.000		10,125.00	0.00	10,125.00	0.00
Interest	03/11/2016	06406HCW7	1,675,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	0.000		19,262.50	0.00	19,262.50	0.00
Interest	03/12/2016	3135G0ZG1	1,700,000.00	FNMA Note 1.75% Due 9/12/2019	0.000		14,875.00	0.00	14,875.00	0.00
Interest	03/18/2016	3135G0YM9	950,000.00	FNMA Note 1.875% Due 9/18/2018	0.000		8,906.25	0.00	8,906.25	0.00
Interest	03/27/2016	3135G0ZL0	525,000.00	FNMA Note 1% Due 9/27/2017	0.000		2,625.00	0.00	2,625.00	0.00
Interest	03/29/2016	3137EADL0	1,050,000.00	FHLMC Note 1% Due 9/29/2017	0.000		5,250.00	0.00	5,250.00	0.00
Interest	03/31/2016	912828UU2	1,000,000.00	US Treasury Note 0.75% Due 3/31/2018	0.000		3,750.00	0.00	3,750.00	0.00
		<b>Subtotal</b>	<b>13,330,000.00</b>				<b>98,290.63</b>	<b>0.00</b>	<b>98,290.63</b>	<b>0.00</b>
Dividend	03/01/2016	60934N104	43,875.75	Federated Prime Value Oblig GOVT OBLIG MMF	0.000		118.85	0.00	118.85	0.00
		<b>Subtotal</b>	<b>43,875.75</b>				<b>118.85</b>	<b>0.00</b>	<b>118.85</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>13,373,875.75</b>				<b>98,409.48</b>	<b>0.00</b>	<b>98,409.48</b>	<b>0.00</b>

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Section 3

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# CITY OF MORENO VALLEY

March 2016

➤ A BNY MELLON COMPANY<sup>SM</sup>



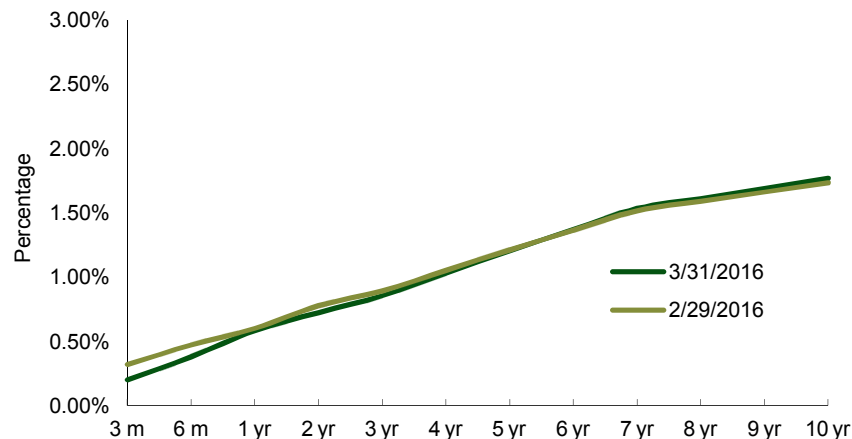


As of March 31, 2016

Chart 1: Institute for Supply Management Indices 02/2011 – 02/2016



Chart 2: Treasury Yield Curves 02/29/2016 – 03/31/2016



Charts sourced from Bloomberg Finance LP February 29, 2016, March 31, 2016.

**Past performance is no assurance of future returns.**

Please refer to the important disclosures at the back of this presentation.

**Economic Indicators & Monetary Policy:** The final estimate of 2015 fourth quarter Gross Domestic Product (GDP) was revised upward to 1.4 percent from 1.0 percent. Strong consumer spending helped support the increase in GDP. Manufacturing showed signs of growth in February as the Institute for Supply Management's (ISM) manufacturing index value increased to 49.5 from 48.2. While the index value remains below 50 indicating economic contraction, the February increase was the largest since April 2015. The ISM non-manufacturing index value fell slightly, but remains strong at 53.4 (See Chart 1).

242,000 jobs were added to the work force in February, as the labor market continues its strong momentum. The unemployment rate remained at 4.9 percent, but the underemployment rate dropped to 9.7 percent from 9.9 percent. The underemployment rate once again reached a post-recession low. Further strength in employment was reported in February as the labor force participation rate increased to 62.9 percent from 62.7 percent. Wages fell slightly on a month-over-month basis, but grew at a 2.2 percent rate on an annual basis.

Inflation indices were mixed in February. The Producer Price Index (PPI) including food and energy decreased to negative 0.2 percent on a month-over-month basis. Core PPI decreased as well, falling to 0.1 percent from 0.2 percent. On an annual basis, however, the headline PPI increased to 1.2 percent from 0.6 percent and the core PPI increased to 0.9 percent from 0.8 percent. On the consumer side, the headline Consumer Price Index (CPI) fell to negative 0.2 percent while the core CPI remained unchanged at 0.3 percent on a month-over-month basis. The year-over-year headline CPI was 1.0 percent while the core CPI was 2.3 percent. Inflation indicators may get a boost in March as oil prices have increased to roughly \$40 dollars a barrel from \$30 dollars a barrel in February.

Housing starts bounced back in February, growing 5.2 percent to an annualized rate of 1.1 million. Existing home sales however, decreased 7.1 percent to an annualized rate of 5.08 million.

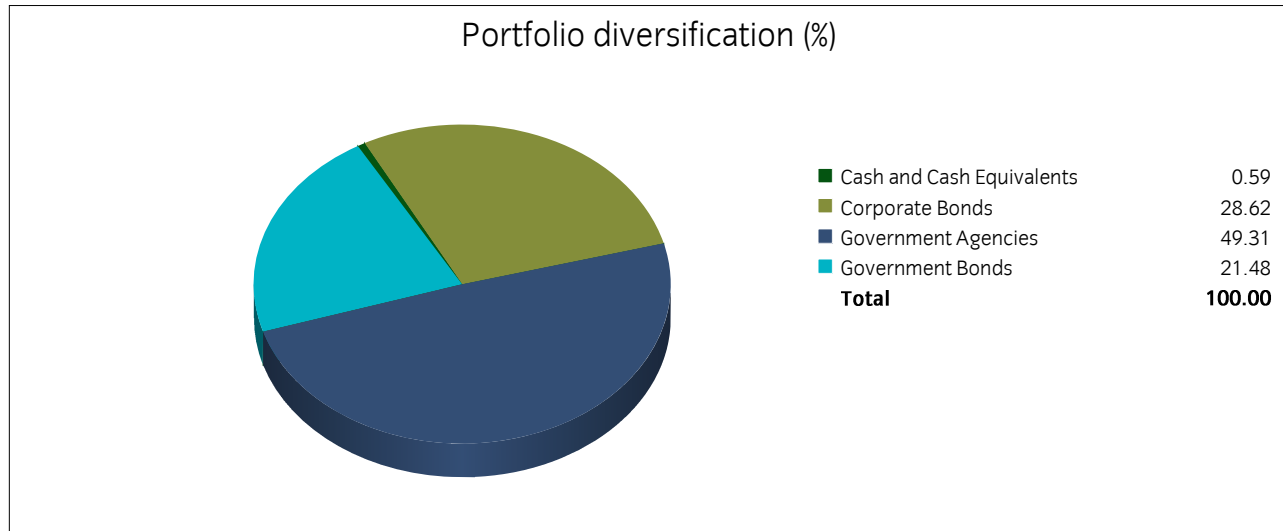
The Federal Open Market Committee (FOMC) voted to maintain the Fed funds target rate at 0.25 percent to 0.50 percent during the March 16 meeting. The FOMC also revised its 2016 outlook, and now expects to raise the Fed funds target rate twice this year. Following the December meeting, the Committee projected three to four interest rate movements in 2016.

**Yield Curve & Spreads:** At the end of March, the 3-month Treasury bill yielded 0.20 percent, the 6-month Treasury bill yielded 0.38 percent, the 2-year Treasury note yielded 0.72 percent, the 5-year Treasury note yielded 1.21 percent, and the 10-year Treasury note yielded 1.77 percent (See Chart 2).

# RECAP OF SECURITIES HELD

As of March 31, 2016

	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Cash and Cash Equivalents	319,863.03	319,863.03	319,863.03	0.00	1	0.59	0.00
Corporate Bonds	15,648,443.90	15,524,624.25	15,590,369.08	65,744.83	509	28.62	1.37
Government Agencies	26,958,553.45	26,882,352.26	26,998,504.48	116,152.22	604	49.31	1.63
Government Bonds	11,742,249.73	11,796,897.29	11,860,968.98	64,071.69	610	21.48	1.65
<b>Total</b>	<b>54,669,110.11</b>	<b>54,523,736.83</b>	<b>54,769,705.57</b>	<b>245,968.74</b>	<b>575</b>	<b>100.00</b>	<b>1.55</b>

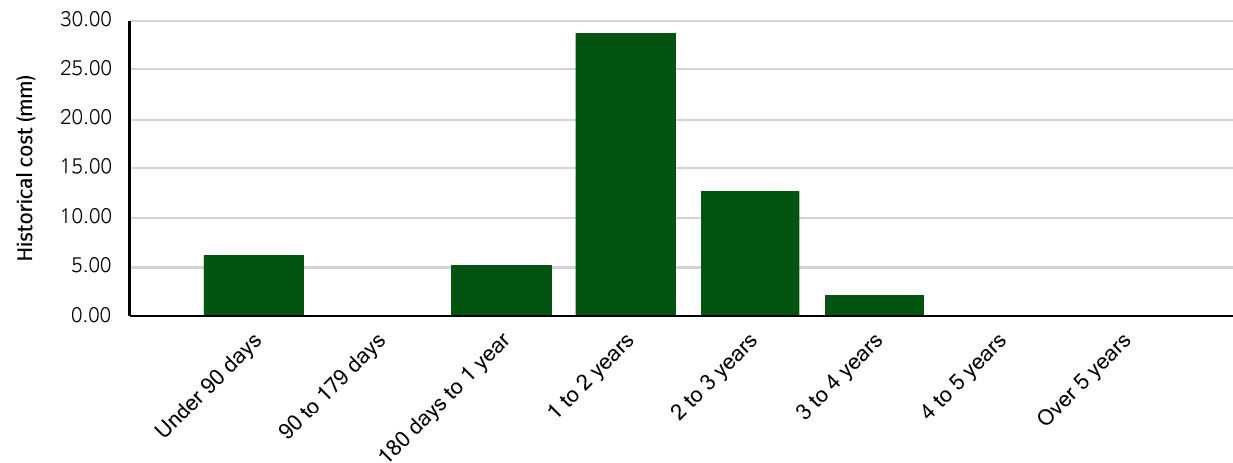


# MATURITY DISTRIBUTION OF SECURITIES HELD

As of March 31, 2016

Maturity	Historic cost	Percent
Under 90 days	6,232,051.43	11.40
90 to 179 days	0.00	0.00
180 days to 1 year	5,055,016.10	9.25
1 to 2 years	28,726,211.56	52.55
2 to 3 years	12,655,791.02	23.15
3 to 4 years	2,000,040.00	3.66
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	<b>54,669,110.11</b>	<b>100.00</b>

Maturity distribution



# SECURITIES HELD

As of March 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Cash and Cash Equivalents</b>											
Cash and Cash Equivalents	0.000		319,863.03	319,863.03 0.00	319,863.03 0.00	319,863.03 0.00	0.00	0.00	0.00	0.00	0.59
<b>Total Cash and Cash Equivalents</b>			<b>319,863.03</b>	<b>319,863.03</b> <b>0.00</b>	<b>319,863.03</b> <b>0.00</b>	<b>319,863.03</b> <b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.59</b>
<b>Corporate Bonds</b>											
38259PAC6 GOOGLE INC 2.125% 19/05/2016	2.125	05/19/2016	1,315,000.00	1,377,186.90 0.00	1,317,408.82 (1,474.79)	1,317,518.23 (1,773.93)	109.41	0.00	2,483.89	10,246.04	2.52
949746QU8 WELLS FARGO & COMPANY 3.676% 15/06/2016	3.676	06/15/2016	1,600,000.00	1,663,296.00 0.00	1,609,629.21 (3,851.68)	1,610,057.60 (3,225.60)	428.39	29,408.00	5,228.08	2,614.04	3.04
46623EJY6 JPMORGAN CHASE & CO 1.35% 15/02/2017	1.350	02/15/2017	1,000,000.00	1,003,660.00 0.00	1,001,537.20 (146.40)	1,002,200.00 1,713.00	662.80	0.00	1,200.00	1,725.00	1.84
24422ERN1 JOHN DEERE CAPITAL CORP 1.4% 15/03/2017	1.400	03/15/2017	800,000.00	807,064.00 0.00	803,361.49 (292.30)	804,550.40 2,083.20	1,188.91	5,600.00	995.56	497.78	1.48
36962G7J7 GENERAL ELECTRIC CO 1.25% 15/05/2017 (CALLABLE 13/04/17)	1.250	05/15/2017 04/13/2017	1,000,000.00	1,005,930.00 0.00	1,002,859.11 (211.78)	1,004,786.00 1,704.50	1,926.89	0.00	1,111.11	4,722.22	1.84
717081DJ9 PFIZER INC 1.1% 15/05/2017	1.100	05/15/2017	1,000,000.00	1,003,800.00 0.00	1,001,960.51 (145.22)	1,003,615.50 908.50	1,654.99	0.00	977.78	4,155.56	1.84
713448CB2 PEPSICO INC 1.25% 13/08/2017	1.250	08/13/2017	500,000.00	501,065.00 0.00	500,668.85 (40.70)	502,675.00 1,079.00	2,006.15	0.00	555.55	833.33	0.92
88853MODR7 AMERICAN EXPRESS CREDIT % 22/09/2017	1.550	09/22/2017	740,000.00	745,379.80 0.00	743,187.14 (179.73)	742,358.38 2,439.78	(828.76)	5,735.00	1,019.56	286.75	1.36

# SECURITIES HELD

As of March 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Corporate Bonds</b>											
68389XAN5 ORACLE CORP 1.2% 15/10/2017	1.200	10/15/2017	1,000,000.00	1,003,020.00 0.00	1,001,819.87 (98.37)	1,006,067.00 3,158.50	4,247.13	0.00	1,066.66	5,533.33	1.83
458140AL4 INTEL CORP 1.35% 15/12/2017	1.350	12/15/2017	500,000.00	501,300.00 0.00	500,443.18 (21.62)	504,062.00 981.50	3,618.82	0.00	600.00	1,987.50	0.92
459200HZ7 IBM CORP 1.125% 06/02/2018	1.125	02/06/2018	1,000,000.00	998,600.00 0.00	999,138.26 38.81	1,001,805.00 3,818.00	2,666.74	0.00	1,000.00	1,718.75	1.83
24422ESB6 JOHN DEERE CAPITAL CORP 1.3% 12/03/2018	1.300	03/12/2018	1,000,000.00	998,550.00 0.00	999,086.27 39.05	1,001,724.00 5,578.00	2,637.73	6,500.00	1,155.55	686.11	1.83
191216BA7 COCA-COLA CO/THE 1.15% 01/04/2018	1.150	04/01/2018	1,000,000.00	995,110.00 0.00	996,803.54 133.00	1,006,503.00 3,670.00	9,699.46	0.00	1,022.22	5,750.00	1.82
931142DF7 WAL-MART STORES INC 1.125% 11/04/2018	1.125	04/11/2018	1,130,000.00	1,128,960.40 0.00	1,129,579.68 17.25	1,138,493.08 6,586.77	8,913.40	0.00	1,130.00	6,003.13	2.07
037833AJ9 APPLE INC 1% 03/05/2018	1.000	05/03/2018	500,000.00	493,995.00 0.00	497,462.53 101.09	501,030.50 2,344.00	3,567.97	0.00	444.45	2,055.56	0.90
91159HHE3 US BANCORP 1.95% 15/11/2018 (CALLABLE 15/10/18)	1.950	11/15/2018 10/15/2018	215,000.00	215,455.80 0.00	215,251.30 (7.98)	218,388.19 1,304.62	3,136.89	0.00	372.66	1,583.83	0.39
17275RBB7 CISCO SYSTEMS INC 1.6% 28/02/2019	1.600	02/28/2019	700,000.00	702,331.00 0.00	702,249.59 (64.27)	710,108.70 5,936.00	7,859.11	0.00	995.56	995.56	1.28

# SECURITIES HELD

As of March 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Corporate Bonds</b>											
17275RAR3 CISCO SYSTEMS INC 2.125% 01/03/2019	2.125	03/01/2019	500,000.00	503,740.00 0.00	502,177.70 (62.16)	514,426.50 4,536.00	12,248.80	5,312.50	944.45	885.42	0.92
<b>Total Corporate Bonds</b>			<b>15,500,000.00</b>	<b>15,648,443.90</b> <b>0.00</b>	<b>15,524,624.25</b> <b>(6,267.80)</b>	<b>15,590,369.08</b> <b>42,841.84</b>	<b>65,744.83</b>	<b>52,555.50</b>	<b>22,303.08</b>	<b>52,279.91</b>	<b>28.62</b>
<b>Government Agencies</b>											
313373SZ6 FEDERAL HOME LOAN BANK 2.125% 10/06/2016	2.125	06/10/2016	2,775,000.00	2,871,705.50 0.00	2,778,995.50 (1,712.36)	2,783,918.85 (3,793.43)	4,923.35	0.00	5,241.66	18,182.03	5.25
3137EADC0 FREDDIE MAC 1% 08/03/2017	1.000	03/08/2017	1,000,000.00	986,050.00 0.00	997,373.20 233.14	1,003,055.00 471.00	5,681.80	5,000.00	888.89	638.89	1.80
313378WF4 FEDERAL HOME LOAN BANK 1.125% 10/03/2017	1.125	03/10/2017	1,000,000.00	1,003,560.00 0.00	1,000,688.90 (60.79)	1,003,830.00 (940.00)	3,141.10	5,625.00	1,000.00	656.25	1.84
3137EADF3 FREDDIE MAC 1.25% 12/05/2017	1.250	05/12/2017	1,000,000.00	1,009,273.00 0.00	1,002,089.54 (155.94)	1,006,147.00 427.00	4,057.46	0.00	1,111.11	4,826.39	1.85
313379VE6 FEDERAL HOME LOAN BANK 1.01% 19/06/2017	1.010	06/19/2017	915,000.00	923,363.10 0.00	917,081.29 (142.23)	918,458.70 (448.35)	1,377.41	0.00	821.47	2,618.43	1.69
3137EADH9 FREDDIE MAC 1% 29/06/2017	1.000	06/29/2017	1,500,000.00	1,510,875.00 0.00	1,502,754.02 (184.01)	1,504,462.50 450.00	1,708.48	0.00	1,333.33	3,833.33	2.76
3133EFEU7 FEDERAL FARM CREDIT BANK 0.78% 28/08/2017	0.780	08/28/2017	1,600,000.00	1,602,000.00 0.00	1,601,461.87 (86.33)	1,602,176.00 1,312.00	714.13	0.00	1,109.33	1,144.00	2.93
3133EAY28 FEDERAL FARM CREDIT BANK % 21/09/2017	0.830	09/21/2017	1,645,000.00	1,645,000.00 0.00	1,645,000.00 0.00	1,645,534.63 1,500.24	534.63	6,826.75	1,213.64	379.26	3.01

# SECURITIES HELD

As of March 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3135GORT2 FANNIE MAE 0.875% 20/12/2017	0.875	12/20/2017	1,850,000.00	1,845,264.00 0.00	1,848,311.49 81.70	1,852,928.55 2,012.80	4,617.06	0.00	1,438.89	4,541.49	3.38
3134G6PM9 FREDDIE MAC 1.05% 29/12/2017 CALLABLE	1.050	12/29/2017	1,000,000.00	1,000,600.00 0.00	1,000,238.69 0.00	1,003,620.00 930.00	3,381.31	0.00	933.33	2,683.33	1.83
3137EADN6 FREDDIE MAC 0.75% 12/01/2018 #1	0.750	01/12/2018	1,850,000.00	1,833,275.85 0.00	1,843,172.55 319.04	1,849,343.25 2,904.50	6,170.70	0.00	1,233.33	3,044.79	3.35
3135G0TG8 FANNIE MAE 0.875% 08/02/2018	0.875	02/08/2018	1,500,000.00	1,475,430.00 0.00	1,490,218.86 439.28	1,503,444.00 2,584.50	13,225.14	0.00	1,166.66	1,932.29	2.70
3135G0VC4 FANNIE MAE 1.13% 28/02/2018 CALLABLE	1.130	02/28/2018	2,000,000.00	2,001,040.00 0.00	2,000,731.50 (31.80)	2,005,060.00 2,160.00	4,328.50	0.00	2,008.89	2,071.67	3.66
3135G0WJ8 FANNIE MAE 0.875% 21/05/2018	0.875	05/21/2018	1,000,000.00	969,505.00 0.00	986,432.98 527.90	1,001,229.00 2,112.00	14,796.02	0.00	777.78	3,159.72	1.77
31331KNA4 FEDERAL FARM CREDIT BANK 2.58% 08/06/2018	2.580	06/08/2018	1,200,000.00	1,248,852.00 0.00	1,238,038.91 (1,448.18)	1,238,904.00 240.00	865.09	0.00	2,752.00	9,718.00	2.28
3135G0YM9 FANNIE MAE 1.875% 18/09/2018	1.875	09/18/2018	2,000,000.00	2,036,700.00 0.00	2,031,856.89 (1,076.25)	2,048,716.00 2,984.00	16,859.11	18,750.00	3,333.34	1,354.17	3.73
3135G0YT4 FANNIE MAE 1.625% 27/11/2018	1.625	11/27/2018	1,000,000.00	996,020.00 0.00	997,866.18 66.89	1,019,825.00 2,555.00	21,958.82	0.00	1,444.44	5,597.22	1.82

# SECURITIES HELD

As of March 31, 2016

Cusip/ Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost/ Accrued interest purchased	Amortized cost/ Accretion (amortization)	Fair value/ Change in fair value	Unrealized gain (loss)	Interest received	Interest earned	Total accrued interest	% Port cost
<b>Government Agencies</b>											
3137EADZ9 FREDDIE MAC 1.125% 15/04/2019	1.125	04/15/2019	2,000,000.00	2,000,040.00 (562.50)	2,000,039.89 (0.11)	2,007,852.00 7,812.00	7,812.11	0.00	62.50	625.00	3.66
<b>Total Government Agencies</b>			<b>26,835,000.00</b>	<b>26,958,553.45 (562.50)</b>	<b>26,882,352.26 (3,230.05)</b>	<b>26,998,504.48 25,273.26</b>	<b>116,152.22</b>	<b>36,201.75</b>	<b>27,870.59</b>	<b>67,006.26</b>	<b>49.31</b>
<b>Government Bonds</b>											
912828SC5 USA TREASURY 0.875% 31/01/2017	0.875	01/31/2017	1,245,000.00	1,254,682.10 0.00	1,246,757.25 (178.02)	1,247,772.62 729.57	1,015.37	0.00	927.76	1,795.67	2.30
912828TG5 USA TREASURY 0.5% 31/07/2017	0.500	07/31/2017	3,100,000.00	3,069,373.67 0.00	3,090,776.11 587.14	3,092,370.90 3,875.00	1,594.79	0.00	1,320.06	2,554.95	5.61
912828TS9 USA TREASURY 0.625% 30/09/2017	0.625	09/30/2017	2,875,000.00	2,860,759.64 0.00	2,870,180.07 272.66	2,871,294.13 3,257.38	1,114.06	8,984.38	1,521.95	0.00	5.23
912828UA6 USA TREASURY 0.625% 30/11/2017	0.625	11/30/2017	1,200,000.00	1,192,312.50 0.00	1,193,639.01 323.79	1,198,077.60 1,593.60	4,438.59	0.00	635.25	2,500.00	2.18
912828UU2 USA TREASURY 0.75% 31/03/2018	0.750	03/31/2018	1,000,000.00	976,018.98 0.00	989,738.48 435.76	999,922.00 1,016.00	10,183.52	3,750.00	635.25	0.00	1.79
912828WD8 USA TREASURY 1.25% 31/10/2018	1.250	10/31/2018	1,700,000.00	1,679,818.19 0.00	1,689,314.85 350.89	1,718,460.30 1,592.90	29,145.45	0.00	1,809.76	8,873.63	3.07



# SECURITIES SOLD AND MATURED

For the period March 1, 2016 - March 31, 2016

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Interest earned
<b>Government Agencies</b>												
313372Y57 FEDERAL HOME LOAN BANK 2.45% 30/03/2016	03/30/2016 03/30/2016	2.450		(2,150,000.00)	2,150,000.00	2,150,000.00 (997.02)	0.00	2,150,000.00 (3,913.00)	0.00	0.00	26,337.50	4,535.90
<b>Total (Government Agencies)</b>				(2,150,000.00)	2,150,000.00	2,150,000.00 (997.02)		2,150,000.00 (3,913.00)	0.00	0.00	26,337.50	4,535.90
<b>Grand total</b>				(2,150,000.00)	2,150,000.00	2,150,000.00 (997.02)		2,150,000.00 (3,913.00)	0.00	0.00	26,337.50	4,535.90

# TRANSACTION REPORT

For the period March 1, 2016 - March 31, 2016

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
03/01/2016 03/01/2016	17275RAR3	Income	Corporate Bonds	CISCO SYSTEMS INC 2.125%	03/01/2019	500,000.00	0.00	0.00	5,312.50	5,312.50
03/08/2016 03/08/2016	3137EADC0	Income	Government Agencies	FREDDIE MAC 1% 08/03/2017	03/08/2017	1,000,000.00	0.00	0.00	5,000.00	5,000.00
03/10/2016 03/10/2016	313378WF4	Income	Government Agencies	FEDERAL HOME LOAN BANK	03/10/2017	1,000,000.00	0.00	0.00	5,625.00	5,625.00
03/12/2016 03/12/2016	24422ESB6	Income	Corporate Bonds	JOHN DEERE CAPITAL CORP	03/12/2018	1,000,000.00	0.00	0.00	6,500.00	6,500.00
03/15/2016 03/15/2016	24422ERN1	Income	Corporate Bonds	JOHN DEERE CAPITAL CORP	03/15/2017	800,000.00	0.00	0.00	5,600.00	5,600.00
03/15/2016 03/15/2016	949746QU8	Income	Corporate Bonds	WELLS FARGO & COMPANY	06/15/2016	1,600,000.00	0.00	0.00	29,408.00	29,408.00
03/18/2016 03/18/2016	3135G0YM9	Income	Government Agencies	FANNIE MAE 1.875%	09/18/2018	2,000,000.00	0.00	0.00	18,750.00	18,750.00
03/21/2016 03/21/2016	3133EAY28	Income	Government Agencies	FEDERAL FARM CREDIT BANK	09/21/2017	1,645,000.00	0.00	0.00	6,826.75	6,826.75
03/22/2016 03/22/2016	0258MODR7	Income	Corporate Bonds	AMERICAN EXPRESS CREDIT	09/22/2017	740,000.00	0.00	0.00	5,735.00	5,735.00
03/28/2016 03/30/2016	3137EADZ9	Bought	Government Agencies	FREDDIE MAC 1.125%	04/15/2019	2,000,000.00	0.00	(2,000,040.00)	(562.50)	(2,000,602.50)
03/30/2016 03/30/2016	313372YS7	Income	Government Agencies	FEDERAL HOME LOAN BANK	03/30/2016	2,150,000.00	0.00	0.00	26,337.50	26,337.50
03/30/2016 03/30/2016	313372YS7	Capital Change	Government Agencies	FEDERAL HOME LOAN BANK	03/30/2016	(2,150,000.00)	0.00	2,150,000.00	0.00	2,150,000.00
03/31/2016 03/31/2016	912828TS9	Income	Government Bonds	USA TREASURY 0.625%	09/30/2017	2,875,000.00	0.00	0.00	8,984.38	8,984.38
03/31/2016 03/31/2016	912828UU2	Income	Government Bonds	USA TREASURY 0.75%	03/31/2018	1,000,000.00	0.00	0.00	3,750.00	3,750.00
03/31/2016		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	47.90	47.90

# BOND MARKET REVIEW

A MONTHLY REVIEW OF  
FIXED INCOME MARKETS



## WHAT'S INSIDE

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Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

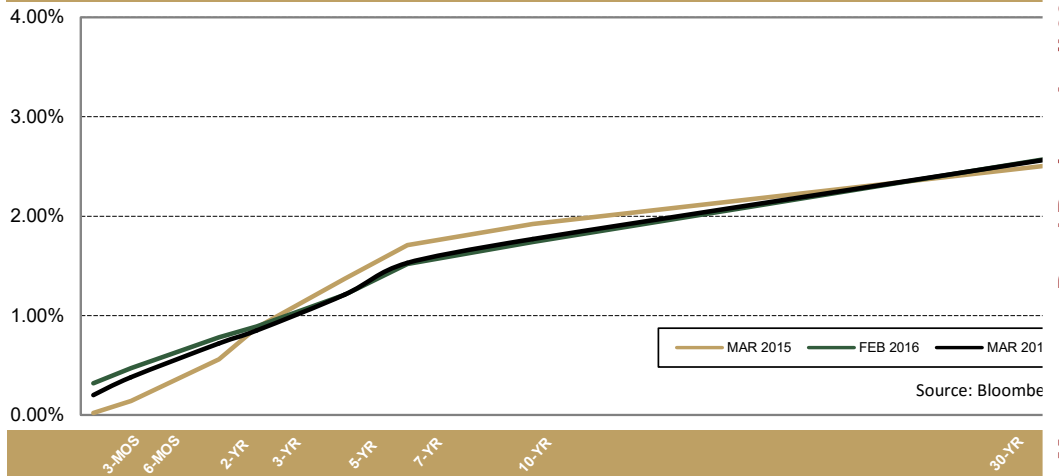
## Market Summary

The Federal Open Market Committee (FOMC) left policy rates unchanged in March, as expected. The tone of the FOMC policy statement was largely dovish and the Committee's consensus forecast for year-end target federal funds rate was revised down to a level more closely aligned with market expectations. The FOMC's median forecast now implies two rate hikes in 2016 versus the previous forecast of four rate hikes. Fed funds futures prices currently imply just one more rate hike this year. The FOMC also adjusted some of their longer term forecasts, with the pace of rate hikes in 2017 and 2018 moving modestly lower. Esther George, the President of the Federal Reserve Bank of Kansas City was the lone dissenter at the March meeting, preferring to see the target fed funds rate increase by 0.25%. We believe monetary policy continues to be data dependent and we will be watching developments in current market valuations, in particular the direction of the US Dollar, to help ascertain the future direction of the FOMC. A stable or weaker dollar will likely give the FOMC more latitude to continue the normalization process specific to the federal funds target rate; a stronger dollar would have the opposite impact.

Domestic economic data is generally favorable. Labor market trends continue to improve, consumer confidence is strong, and housing trends remain healthy. In addition, manufacturing trends seem to be improving. Payrolls have increased by an average of 209,000 per month over the past three months. Meanwhile inflation pressures remain contained. Fourth quarter 2015 GDP grew at a stronger than expected annualized pace of 1.4%, following growth of 2.0% in the third quarter. Market participants have been forecasting GDP growth of about 2.0% in the first quarter of 2016, but some economists recently reduced their forecast.

In March, the Treasury yield curve steepened slightly, with the 2-year Treasury yield down five basis points and the 10-year Treasury yield up three basis points. We believe the modest decline in shorter-term yields was influenced by largely dovish comments made by members of the FOMC during the month. Even though inflation remains contained for now, which gives the Fed more leeway to remain highly accommodative, we believe strong labor market trends leave the door open for the Fed to continue normalizing monetary policy this year. We believe two more 25 basis point fed funds rate hikes before year-end are possible. Ongoing uncertainty about monetary policy and how the Fed communicates economic projections will likely continue to fuel financial market volatility.

### THE TREASURY YIELD STEEPENED SLIGHTLY



In March, the Treasury yield curve steepened slightly. However, over the past three months the yield curve has flattened with the 2-year Treasury yield down about 33 basis points and the 10-year Treasury yield down about 50 basis points. We believe the modest curve steepening during March was influenced by dovish comments made by members of the FOMC in the month.

TREASURY YIELDS	3/31/2016	2/29/2016	CHANGE
3 Month	0.20	0.32	(0.12)
2 Year	0.72	0.78	(0.06)
3 Year	0.85	0.89	(0.04)
5 Year	1.21	1.21	0.00
7 Year	1.53	1.52	0.01
10 Year	1.77	1.74	0.03
30 Year	2.61	2.62	

Source: Bloomberg

## Economic Roundup

### Consumer Prices

Inflation pressures remain contained for now. The Consumer Price Index (CPI) was up just 1.0% year-over-year in February, vs. 1.4% in January. Core CPI (CPI less food and energy) was up 2.3% in February, vs. 2.2% in January. The Personal Consumption Expenditures (PCE) index was up 1.0% year-over-year in February, vs. up 1.3% in January. Core PCE (excluding food and energy) was up 1.7% year-over-year in February, unchanged from January. PCE remains below the Fed's 2.0% target.

### Retail Sales

Consumer spending trends have underwhelmed but we are hopeful the impact of lower commodity prices will begin to provide a tailwind. On a year-over-year basis, retail sales were up 3.1% in February, vs. up 3.0% in January. On a month-over-month basis, retail sales, excluding autos and gas, were in line with expectations in February, up 0.3%. However, retail sales in January were revised down to a decline of 0.1% from a gain of 0.4%. Overall retail sales, including autos and gas, were down 0.1% in February, following a disappointing 0.4% decline in January.

### Labor Market

The March employment report was stronger than expected. Nonfarm payrolls rose by 215,000 in March, exceeding the consensus forecast of 205,000. January and February payrolls were revised down slightly by a net total of 1,000. The unemployment rate inched up to 5.0% from 4.9%, as the participation rate increased to 63.0% from 62.9%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, also ticked up to 9.8% from 9.7%. Wages rose 0.3% in March, exceeding expectations. During the first quarter of 2016, payrolls increased by an average of 209,000 per month, compared to the trailing six-month average of 246,000. Overall, the March jobs report points to ongoing strength in the labor market.

### Housing Starts

Total housing starts rose 5.2% on a month-over-month basis in February, exceeding expectations. Single-family housing starts grew 7.2% while multi-family starts rose 0.8%. Housing starts tend to be volatile on a month-to-month basis, but the underlying trend is solid with total housing starts up 30.9% on a year-over-year basis. Overall, we believe housing market trends remain healthy.

## Credit Spreads Tightened in March

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change (%)
3-month top-rated commercial paper	0.29	0.18	0.11
2-year A corporate note	0.57	0.69	(0.12)
5-year A corporate note	0.85	1.05	(0.20)
5-year Agency note	0.19	0.23	(0.04)

Source: Bloomberg

Data as of 3/31/2016

## Domestic Economic Data Is Mostly Favorable

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(47.1) \$Bln FEB 16	(45.9) \$Bln JAN 16	(38.6) \$Bln FEB 15
GDP	1.4% DEC 15	2.0% SEP 15	2.1% DEC 14
Unemployment Rate	5.0% MAR 16	4.9% FEB 16	5.5% MAR 15
Prime Rate	3.5% MAR 16	3.5% FEB 16	3.25% MAR 15
CRB Index	170.52 MAR 16	163.21 FEB 16	211.86 MAR 15
Oil (West Texas Int.)	\$38.34 MAR 16	\$33.75 FEB 16	\$47.60 MAR 15
Consumer Price Index (y/o/y)	1.0% FEB 16	1.4% JAN 15	(0.0)% FEB 15
Producer Price Index (y/o/y)	(1.9%) FEB 16	(1.2%) JAN 16	(3.2)% FEB 15
Dollar/EURO	1.14 MAR 16	1.09 FEB 16	1.07 MAR 15

Source: Bloomberg

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# WEEKLY ECONOMIC UPDATE

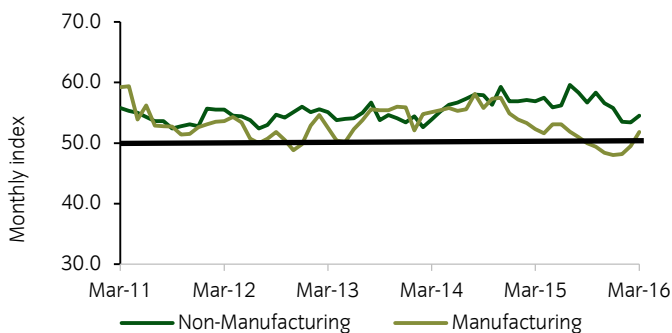
## Apr 11, 2016

### ISM INDICES INCREASE, INITIAL JOBLESS CLAIMS FALL

The March Institute for Supply Management (ISM) report showed growth in manufacturing for the first time in 5 months. The ISM non-manufacturing index increased as well, rising to 54.5 in March, compared to 53.4 in February. The non-manufacturing index had been steadily declining since reaching a ten-year high in July, 2015. The strong ISM reports may be a sign of economic strength for the first quarter of 2016. Initial jobless claims continue to run well below 300,000, as 267,000 new claims were filed during the week ending April 1st. Continuing jobless claims increased slightly to 2.19 million from 2.17 million.

#### Institute for Supply Management Indices

3/2011 – 3/2016



Source: Institute for Supply Management

#### Selected current economic data

Data	Period	(%)
GDP QoQ	Q4 15	1.4%
GDP YoY	Q4 15	2.0%
PPI YoY	Feb-16	0.0%
CPI YoY	Feb-16	1.0%
Jobless Rate	Mar-16	5.0%
Fed Funds Target	Apr-16	0.25 - 0.50%

Source: Bloomberg Finance LP.

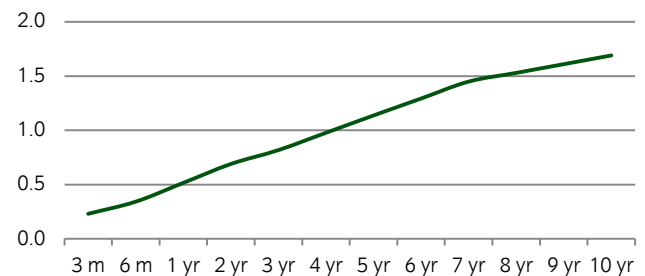
#### Agency Yields

Term	04/07/16	03/31/16	Change
3 month	0.30%	0.29%	0.01%
6 month	0.44%	0.49%	-0.05%
2 year	0.79%	0.76%	0.03%
5 year	1.29%	1.33%	-0.04%
10 Year	1.81%	1.88%	-0.07%

Source: Bloomberg Finance LP.

#### Treasury yield curve

4/7/2016



Source: Bloomberg Finance LP.

#### Treasury yields

Term	04/07/16	03/31/16	Change
3 month	0.23%	0.20%	0.03%
6 month	0.34%	0.38%	-0.04%
1 year	0.52%	0.58%	-0.06%
2 year	0.69%	0.72%	-0.03%
5 year	1.14%	1.21%	-0.07%
10 year	1.69%	1.77%	-0.08%
30 year	2.52%	2.61%	-0.09%

Source: Bloomberg Finance LP.

#### Commercial Paper Yields (A-1/P-1 dealers)

Term	04/07/16	03/31/16	Change
1 month	0.47%	0.54%	-0.07%
3 month	0.61%	0.67%	-0.06%
6 month	0.86%	0.89%	-0.03%
9 month	0.97%	0.98%	-0.01%

Source: Bloomberg Finance LP.

#### UPCOMING KEY ECONOMIC DATA

April 13: Retail Sales  
April 13: Producer Price Index  
April 14: Consumer Price

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Dave.Witthohn@insightinvestment.com



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** June 7, 2016

**TITLE:** SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT FAZEKAS & ASSOCIATES, INC.

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with Scott Fazekas & Associates, Inc. of Irvine, California, to provide plan review services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

### **SUMMARY**

This report recommends approval of the second amendment to the Independent Contractor Agreement with Scott Fazekas & Associates, Inc. to continue providing plan review services for the Building and Safety Division.

### **DISCUSSION**

The City executed a contract for services in July 2012 with Scott Fazekas & Associates, Inc. for plan review services for the Building and Safety Division. The term of the contract was for three years, with provisions for two one-year extensions, not to exceed a total contract period of five years.

On June 23, 2015, City Council approved the first amendment for a one year extension to the agreement that also included the City's latest insurance requirements.

Scott Fazekas & Associates, Inc. provides as needed plan review services for the Building and Safety Division. This service is critical to providing timely service for the

City's customers with respect to project processing and development and furthering positive economic development throughout the community.

All costs associated with this agreement are fully recovered from fees paid for by the applicant. In addition, the contract includes a reduced rate for services thereby helping to control the costs of the Division and for the applicants for these necessary services.

### **ALTERNATIVES**

1. Approve the Second Amendment of Independent Contractor Agreement with Scott Fazekas & Associates, Inc. to provide plan review services. *This alternative is recommended by staff.*
2. Do not approve the Second Amendment of Independent Contractor Agreement with Scott Fazekas & Associates, Inc. thereby leaving the Division without a contractor for plan review services requiring the need to pursue another contractor. *This alternative is not recommended by staff.*

### **FISCAL IMPACT**

The Agreement extension will not impact the General Fund as it is fully funded by recovering fees for service paid for by the applicant.

### **NOTIFICATION**

Publishing of the Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Allen D. Brock  
Community Development Director

Department Head Approval:  
Allen D. Brock  
Community Development Director

### **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.

### **ATTACHMENTS**

1. Second Amendment to Independent Contractor Agreement-Scott Fazekas
2. Exhibit A - Scott Fazekas Agreement
3. Exhibit B - Scott Fazekas First Amendment

### **APPROVALS**

Budget Officer Approval            ✓ Approved                            5/20/16 4:04 PM



City Attorney Approval  
City Manager Approval

✓ Approved  
✓ Approved

5/23/16 9:22 AM  
5/23/16 12:24 PM

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and SCOTT FAZEKAS & ASSOCIATES, INC., hereinafter referred to as "Contractor." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

**RECITALS:**

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" hereinafter referred to as "Agreement," dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as "Exhibit A."

Whereas, a First Amendment to Independent Contractor Agreement was executed to extend the term of the contract one year from June 30, 2015, to June 30, 2016, attached hereto as "Exhibit B."

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for a second and final year, from June 30, 2016, to June 30, 2017, as provided for in Section 2 (C) of the Agreement.

**SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2016, to June 30, 2017.

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR 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**

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

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

City of Moreno Valley

Scott Fazekas & Associates, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Title: \_\_\_\_\_

(President or Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

(Corporate Secretary)

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

Attachments: Exhibit A – Independent Contractor Agreement

Exhibit B – First Amendment to Independent Contractor Agreement

**Attachment: Second Amendment to Independent Contractor Agreement-Scott Fazekas (2102 : SECOND AMENDMENT OF INDEPENDENT**

City of Moreno Valley

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

### 1. CONTRACTOR INFORMATION:

Contractor's Name: Scott Fazekas & Associates, Inc.  
 Address: 9 Corporate Park, Suite #200  
 City: Irvine State: CA Zip: 92606-5173  
 Business Phone: (949) 475-2901 Fax No: (949) 475-2560  
 Other Contact Number: \_\_\_\_\_  
 Business License Number: TBD  
 Federal Tax I.D. Number: 33-0711166

### 2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Payment terms are provided in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. The Contractor Starting Date is July 1, 2012 and the Contractor Ending Date is June 30, 2015. If mutually agreeable, the City and Contractor may extend this agreement in increments of one year, not to exceed a total contract period of five years. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's negligence, recklessness or willful misconduct in its performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:



Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley  
BY: [Signature]  
Mayor  
7/3/2012  
Date

Scott Fazekas & Associates, Inc.  
BY: [Signature]  
TITLE: President  
(President or Vice President)  
6-22-12  
Date

BY: [Signature]  
TITLE: Corporate Sec.  
(Corporate Secretary)  
6-22-12  
Date

**INTERNAL USE ONLY**

ATTEST:  
[Signature]  
City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:  
[Signature]  
City Attorney  
6-27-12  
Date

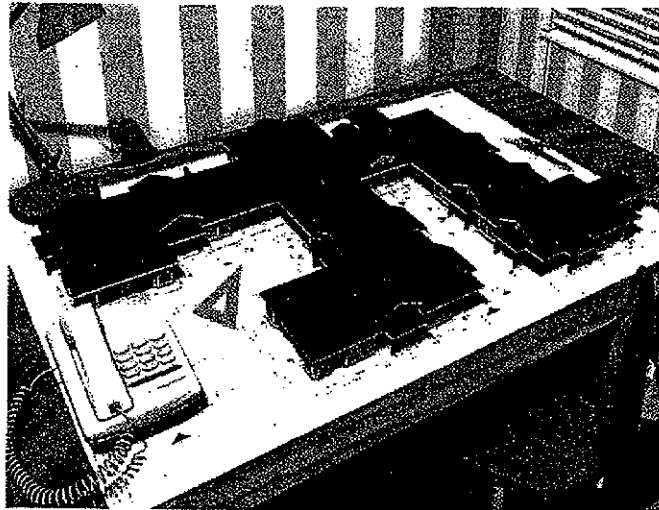
RECOMMENDED FOR APPROVAL:  
[Signature]  
Department Head  
*(if contract exceeds 15,000)*  
6/27/12  
Date

Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

EXHIBIT A

Exhibit A

**PROPOSAL**  
*for*  
**Building & Safety Plan Check & Inspection**  
**Consultant Services R.F.P. VAG 11/12-09**



*Submitted by*  
**Scott Fazekas & Associates, Inc.**  
**May 2, 2012**



**Scott Fazekas & Associates, Inc.**

Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

**SFA** **Scott Fazekas & Associates, Inc.**  
*Building Safety for Government*

May 2, 2012

City of Moreno Valley  
 Attn: City Clerk  
 14177 Frederick Street  
 Moreno Valley, CA 92552-0805

RE: Proposal for Building & Safety Plan Check & Inspection Consultant Services R.F.P. VAG 11/12-09

Dear City Clerk:

**SCOTT FAZEKAS & ASSOCIATES, INC. (SFA)** appreciates being considered to provide Plan Review and Inspection Services, as needed, to the City of Moreno Valley. We understand the specific needs of the City and will be able to offer services which are tailored to those needs.

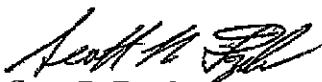
Some of the key features of SFA are as follows:

- Exclusively serving governmental agencies and provides no building design to avoid conflict of interest.
- Excellent staff with municipal experience and public relations skills.
- Strong internal organizational systems and policies to facilitate timely and professional services.
- Excellent references from clients and applicants.
- Questionnaires sent to every applicant to determine satisfaction level enabling refinement of services.
- Timely turnaround.
- Principal of SFA participation in hands-on plan review.
- Internal forms, policies and procedures to achieve tailored services to meet the exact needs of the City.

Credentials include: Structural Engineers, Civil Engineers, Architects, Certified Plans Examiners, Certified Building Inspectors, Certified Building Officials, Fire Protection Engineers, LEED Accredited Professionals and CASp Certification.

I hope the enclosed information is found to be concise and informative. Should additional information be desired in a given area, I would be pleased to provide it. I will look forward to hearing from you to further discuss how Scott Fazekas & Associates, Inc. can serve the City of Moreno Valley.

Sincerely,  
**SCOTT FAZEKAS & ASSOCIATES, INC.**



Scott R. Fazekas, President, AIA, NCARB, CBO, LEED AP, CASp  
 9 Corporate Park, Suite 200, Irvine, CA 92606  
 (949) 475-2901, FAX (949) 475-2560  
 sfairvine@aol.com

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## **Section - 1 - Introduction**

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### **KEY AGENCY NEEDS**

The entire Proposal addresses all the components that as a whole make SFA a high quality solution to the City's needs. Some of the following are highlights which we feel are specifically germane to the RFP.

- **Exclusively serving municipalities** for zero conflict of interest.
- **Fast turnaround times:** Ten (10) working days for initial review; Five (5) working days for rechecks. Seven (7) working days for accelerated reviews.
- **Competitive fees.**
- **Experience of individual plan check staff** in this field.
- **Municipal experience** in building departments and familiarity with all internal & external agency and division needs.
- **Excellent references** by numerous municipalities.
- **E-mail of correction lists** to City for timely communication.
- **Electronic Plan Review** option for plan submittals.
- **Quality Control** measures practiced to insure a quality work product.

SFA incorporates several internal procedures which will: 1) insure better communication with our client agencies and the applicants; 2) achieve plan reviews which are more consistent with the specific policies and needs of our clients; and 3) enhance internal organization and processing.

### **ABOUT THE COMPANY**

Scott Fazekas & Associates, Inc. (SFA) is a California Corporation founded by Scott Fazekas in June 1996. It was formed to offer building safety services and as-needed staffing exclusively to governmental agencies. Mr. Fazekas started and managed identical services for a consulting firm over the 11 years prior to forming SFA, with 12 years of prior municipal building safety experience as a City employee.

All of SFA's plan check staff are licensed Structural or Civil Engineers which allows SFA the ability to assign the challenging structural projects to any one of our engineering staff. This expertise allows SFA the ability to balance out workloads and meet obligations without overloading any one engineer.

**SFA does not perform any work for the private sector so no conflict of interest can result during our tenure, allowing SFA staff to maintain objectivity in the enforcement of regulations.**

SFA's office location is: 9 Corporate Park, Suite 200  
Irvine, CA 92606  
(949) 475-2901, FAX (949) 475-2560  
[sfairvine@aol.com](mailto:sfairvine@aol.com)

**Scott Fazekas & Associates, Inc.**



## **Section 2 - Scope of Services**

---

The following is the itemized Scope of Services which SFA's staff is prepared to provide for the City of Moreno Valley. All are expected to be performed as part of this Proposal. The Scope of Services and the manner in which they are performed will be in accordance with the specific requirements of the City's program.

- Review of plans for compliance with the applicable model codes, local ordinances amending those codes and consistent with local policies and interpretations.
- Prepare written corrections and copy the City on all corrections, if requested.
- Recheck and approval of the final plans after all corrections have been incorporated in the plans and forward to the City with all necessary documents.

SFA has met and frequently exceeds the deadlines of our client agencies. The best reference of SFA's ability to provide the required services in a timely manner is illustrated in our track record which can be supported by our client reference list.

### **PROJECT MANAGER-LIAISON**

SFA recognizes the need to assure an adequate level of commitment by key personnel. SFA will commit the President, Scott Fazekas, as the Project Manager who will see to the proper function of the building plan review process and will also be personally involved in performing services. He will serve as an extension of the City staff, fully capable of providing the necessary services as determined by the City. SFA's availability to the City staff is an essential ingredient. Prompt information on job status will be provided whenever requested.

SFA will also maintain continual documentation and updated information on the status of all plans being processed. Any inquiries regarding the status of plans which have been forwarded to SFA for review can be directed to us to avoid unnecessary research and phone time by City staff. If desired by the City, SFA will copy the City on all correction notices.

### **BUILDING PLAN REVIEW**

Plan Reviews will incorporate the following scope of regulations: Building, Residential, Plumbing, Mechanical, Electrical, Accessibility, Energy and CalGreen Codes.

SFA has LEED accreditation, CBIG Certification and CASp Certifications which may have value to the City.

### **INSPECTION SERVICES**

SFA proposes to suggest a unique method of staffing inspection services. It is more likely aligned with the current economic times and the needs of the City, offering cost savings over traditional consulting services.

## **Section 2 - Scope of Services**

---

SFA proposes to utilize a sub-consultant staffing agency which will payroll the employees. There are two options which are available to the City.

### **Option 1**

SFA would work with the City to select employees that would meet the qualifications, full or part-time hours and salary range based on the City's needs. We would direct the sub-consultant Apple One Staffing Services to employ them for the City. SFA would invoice the City under SFA's Agreement.

### **Option 2**

Similar to Option 1, however, SFA would not use the staffing company as a sub-consultant. Instead, the staffing service organization would employ the individual selected directly to the City. This saves the City a sub-consultant mark-up by SFA.

Selection of the employee would be by the City. SFA could assist the City in locating candidates or the staffing service organization can provide staff for a cost.

The rates based on multipliers times payroll rate for both of these options are shown in the Fee Proposal Section.

### **Section 3 - Methodology/Approach**

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#### **INTERNAL POLICIES AND PROCEDURES OF SFA**

##### **Office Hours**

SFA's office hours are between 8:00 a.m. and 5:00 p.m. Monday through Friday during which time SFA staff will be available for communication directly with the applicants.

##### **Agency Information Sheet**

This form is designed as a starting point for the plan checker to review prior to commencing each project. It serves as a summary of items which may be unique or exclusive to each client such as ordinance amendments, special policies or interpretations, plan routing preferences, contact person(s) in agency, etc. . . This form is often backed up with other documents such as general notes, ordinances, agency checklists or guidelines. This form can easily be updated at any time by simply calling SFA.

##### **Plan Transmittal**

SFA will use our U.P.S. or OnTrack account which is paid for and made available for use by City staff for plan delivery purposes. Pre-labeled mail bags are also provided so dispatching plans to SFA is simple and convenient..

When plans are completed they are stamped on every page, signed and forwarded by U.P.S. or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

##### **Computer Plan Check Log**

Internal tracking is accomplished by a sophisticated computer software that allows for daily tracking of status of each and every plan check and also gives SFA the workload of each engineer. Incoming and outgoing plans are logged into the computer daily which allows us to know the status of a project immediately. This program allows SFA to quickly answer applicants who call wanting to know plan check status of projects. Many other reports are also available and utilized by many of our clients. Reports that show the client all active plans for their City and the status of each can be printed on a weekly basis to show the client the activity of their projects. Weekly status reports are also printed for internal tracking of performance on turnaround times.

Additionally, SFA has a Daily Scheduling Report which monitors each plan checker's workload and plan review due dates. This is an essential ingredient in meeting our turnaround times.

### **Section 3 - Methodology/Approach**

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#### **Correction Lists**

The plan review staff have a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. Should the City require use of their standard correction lists, SFA can easily accommodate this by maintaining copies in our Agency Correction List File and referencing their use on our Agency Information Sheet which all plan check staff reference at the beginning of each review. Two copies of the correction lists are developed and attached to the plans along with a transmittal form.

When plans are completed, they are stamped on every page, signed and forwarded by U.P.S., OnTrack or courier with a transmittal form directly to the City. The plan transmittal procedure used by SFA eliminates the possibility of the plans being tampered with when being forwarded for permit issuance.

A list of all required plan corrections will be typed on SFA's Correction Lists and will be submitted to the City.

#### **Transmittal Form**

SFA's Transmittal Form is tailored for use specifically with building plan checks. Besides serving to document enclosures, it serves as a good communication tool to alert the permit technician of a number of things which are critical at the permit issuance stage. Some examples are: 1) when special inspection is required; 2) when another agency approval is necessary; 3) if the building official was involved in an interpretation and should be given a chance to review the project; and 4) if additional review fees are due as well as a number of other topics.

#### **Questionnaire**

SFA sends a Questionnaire to each applicant with the initial plan check comments for optional use after the plans are approved. This insures that the designer who worked with SFA is given the opportunity to comment. This helps by soliciting feedback on the services provided by SFA customers of the building departments which are entrusted to SFA. The comments received are forwarded to the client agency. This process makes the plan checker aware that the company values a professional attitude, sends a message to applicants that we care about providing professional services, and lastly, it informs the client agency about the service level SFA is providing.

SFA's goal is to provide consistent, timely and professional services geared to the needs of each client agency. We want to be considered an extension of your agency's staff; not providing generic services but services which are an integral component with our client's departmental operations. A copy follows in the Appendix.

### **Section 3 - Methodology/Approach**

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#### **Timely Performance**

SFA will strive to maintain efficient turnaround times on all reviews since this is largely a measurement of our performance. It is one of the categories on our questionnaire which is given to our applicants. **The maximum turnaround time for initial reviews will be ten (10) working days.** Extremely large or complex structures would be as agreed upon with the City's Building Official in advance. **Rechecks will be done within five (5) working days.** **Accelerated plans will be reviewed in seven (7) working days.**

Every effort will be made to accommodate any fast track plan check schedules that might come about in the City. Special scheduling needs or provides of unique scope would be as agreed upon with the City. SFA prides ourselves on meeting the needs of our client agencies.

SFA will accommodate preliminary reviews to facilitate more on-track projects at the time of the formal submittal for plan check when requested by the City staff. This will aid in timely turnaround times as well as good public relations.

#### **Quality Control**

Quality control is achieved through implementation of internal policies and a philosophy which produces a work product that is recognized as professional, consistent, service-oriented, technically accurate, and tailored to each client agency's needs. In addition to our listed policies and procedures, SFA has instituted four internal practices: 1) Regular staff meetings with all plan check staff; 2) Applicant Questionnaires on all projects to monitor service level, 3) Tracking of turnaround time reports, 4) Employ a philosophy of retaining experienced staff and 5) Attendance at seminars as needed.

#### **Conflict of Interest**

Reputation of the City's consultant reflects upon the City. In addition to technical and administrative quality, the perception that the consultant is objective and free from any conflict of interest is critical. Not only does SFA decline doing any private work within the jurisdiction of the City of Moreno Valley, but we decline private, non-municipal work anywhere. Additionally, even our plan check staff are prohibited from doing any work outside of their employment with SFA that could cause a conflict of interest.

#### **Interaction with Applicants**

To summarize, SFA's approach involves courtesy, responsiveness, communication, technical thoroughness, convenience and follow-up on service level.

## **Section 4 - Qualifications/Experience**

### **PERSONNEL QUALIFICATIONS**

#### **Principal**

##### **Scott R. Fazekas, President, SFA**

Registered Architect, CA, C-019013, NCARB, Colorado, Nevada

28 years managing municipal building safety consulting services

40 years working in building safety divisions

Certified Building Official, I.C.C.

Certified Plans Examiner, I.C.C./Calbo

Certified Building Inspector, I.C.C./Calbo

LEED AP

Certified Access Specialist, CASp

Mr. Fazekas as President of SFA is authorized to bind the company to the terms and conditions contained in this Proposal and states that the terms are valid for 90 days from the date submitted.

#### **Associates**

##### **Ganesh Rao, Plan Check Engineer**

Registered Structural Engineer, CA, S-4471

10 Years Design Experience

16 Years Plan Review Experience

##### **Vic Penner, Plan Check Engineer**

Registered Structural Engineer, CA, S-2083

Certified Plans Examiner, I.C.B.O.

24 Years Municipal Safety Departments

15 Years Private Municipal Consulting

##### **Brett Archibald, Plan Check Engineer**

Registered Civil Engineer, CA

Certified Plans Examiner, I.C.C.

Bachelor of Science in Civil Engineering, SDSU

Build It Green Certification, CA

Certified Access Specialist, CASp

##### **Peter Tang, Plan Check Engineer**

Registered Professional Engineer, CA

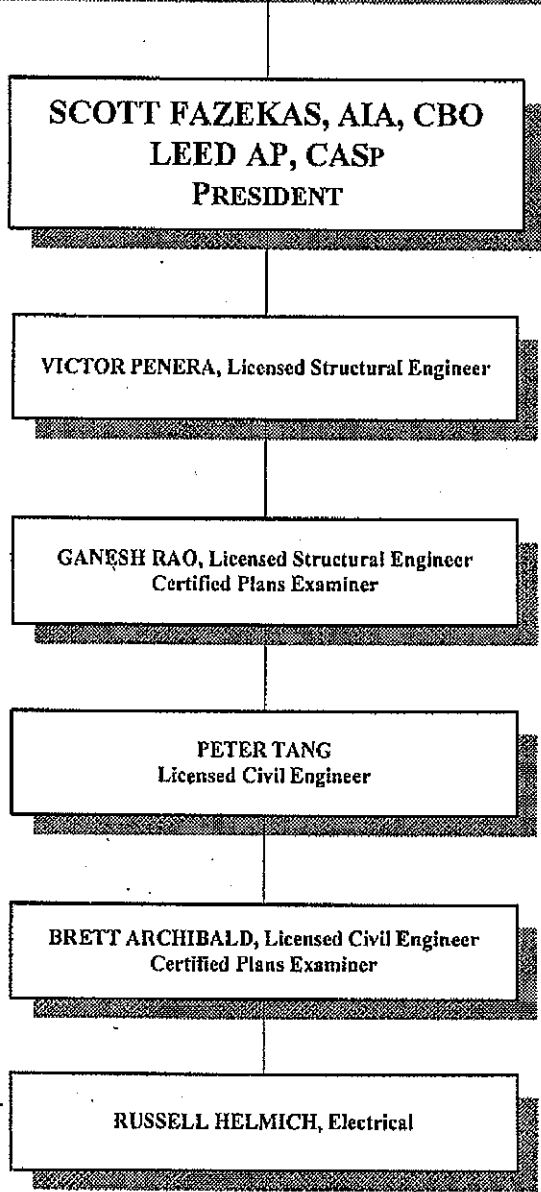
##### **Russ Helmick, Electrical Plans Examiner**

He worked as Chief Electrical Inspector with the City of Irvine and now works for SFA. Russ also serves on NFPA code development and has taught electrical classes nationally for both NFPA and local ICC chapters.

**Scott Fazekas & Associates, Inc.**

Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

**CITY OF MORENO VALLEY  
PLAN CHECK & INSPECTION SERVICES RFP #VAG=11/12-09  
ORGANIZATION CHART**



Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

## **Section 4 - Qualifications/Experience**

### **SFA'S EXPERIENCE**

SFA currently provides building safety services for the following jurisdictions:

Anaheim	Indian Wells	Santa Rosa	San Dimas
Arcadia	Garden Grove	Norwalk	San Fernando
Beaumont	Huntington Beach	Ontario	Santa Ana
Cathedral City	Irvine	Palm Desert	
Corona	Laguna Woods	Pasadena	
Costa Mesa	Lake Elsinore	Perris	
Pico Rivera	La Habra Heights	Rancho Palos Verdes	

SFA has performed tens of thousands of plan reviews which have included every type of construction and occupancy group in the building spectrum. We have also encountered many unique administrative policies and processes in working with the building officials in our client jurisdictions which may have arisen due to tight project scheduling, application of alternate design methods or simply due to unique project characteristics. If additional information on plan check references is desired, SFA will be glad to accommodate such a request



## **Section 5 - Proposed Fee**

SFA proposes to charge for plan check at a rate based on the percentage of the plan check fee collected by the City and on an hourly basis for services not subject to the Fee Schedule.

1. Fees for plan check are proposed at 50% of the City's plan check fees. For tracts, a rate of 80% of the City's plan check fee is proposed.
2. An hourly rate of \$110 is proposed for projects which are selected for the City's large projects program, currently defined as those exceeding 25 million and offered only to select clients.
3. Hourly plan check fees not otherwise covered by the City's Fee Schedule are proposed at \$110.00.
4. Expedited reviews, when requested by the City are proposed at 125% of the regular rate.

SFA proposes to charge for inspectors as follows:

### **Option 1**

Full-time employee with benefits billed through SFA's Agreement would be payroll times 1.81.

### **Option 2**

Full-time employee with benefits billed directly from the staffing service payroll times 1.45.

For example, a \$25.00/hour employee would be charged at \$45.25 and \$36.25 for Options 1 and 2, respectively.

These rates are based on the Staffing Service not being required to find and select the employee and would be contingent upon the City finding and selecting the employee.

If the Staffing Service is requested to find the employees, rates of 1.94 and 1.55 would be charged, respectively.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF Orange )

(NAME) Scott Fazekas, President, affiant being first duly sworn, deposes and says:

That he or she is sole owner of Scott Fazekas & Associates, Inc. (sole owner, partner or other proper title) the party making the foregoing Proposal (Contractor)

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

Proposer's Name: Scott Fazekas & Associates, Inc.  
(print)

Proposer's Address: 9 Corporate Park, S-200  
(print)  
Irvine, CA 92606

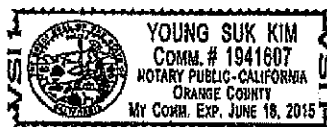
Telephone No.: (949) 475-2901

[Signature]  
(Signature of Proposer)

President  
(Title)

All signatures must be notarized.

Attach Notary here.



State of California County of Orange  
Subscribed and sworn to (or affirmed) before me on this 30th day of April, 2012, by Scott Fazekas  
~~personally known~~ or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.  
Notary's Signature [Signature]

Attachment: Exhibit A - Scott Fazekas Agreement (2102) : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

AFFIDAVIT OF NON-CONVICTION

I hereby affirm that:

I am the President and the duly authorized  
(Title)

Representative of the firm of: Scott Fazekas & Associates, Inc.  
(Name of Corporation)

Whose address is: 9 Corporate Park, S-200  
Irvine, CA 92606 And that

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

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

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

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

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

Signature: [Handwritten Signature] Date: 4/30/12

Printed Name Scott R. Fazekas Title: President

Name of firm: Scott Fazekas & Associates, Inc.

**VENDOR INFORMATION**

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: Scott Fazekas & Associates, Inc.

Owner / Manager Name: Scott R. Fazekas

PO Mailing Address: 9 Corporate Park, S-200

City: Irvine State CA Zip 92606

Remit to Address (if different from PO mailing address)

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web Site: ScottFazekasandAssociates.com

Phone Number: (949) 475-2901

Fax Number: (949) 475-2560

E-mail Address: stairvine@aol.com

Incorporated? (mark one) Yes  or No

Fed. Tax I.D. # or Social # 33-0711166

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

How many years of relevant experience within the scope of this RFP? 18 years

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

Scott R. Fazekas (Print Quoting Persons Name) President (Title)

 (Quoting Persons Signature) 4/30/12 (Date)

REFERENCES

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

1. Name of Public Agency: City of Ontario  
 Address: 303 E. "B" Street  
 City: Ontario State: CA Zip: 91764  
 Contact: Kevin Shear Title: Building Official  
 Telephone: (909) 395-2172 Email: kshear@ci.ontario.ca.us  
 Service Dates: 1999 - present  
 Brief Summary of Project/Work provided: Plan review of residential and commercial buildings
  
2. Name of Public Agency: City of Costa Mesa  
 Address: 77 Fair Dr., P.O. Box 1200  
 City: Costa Mesa State: CA Zip: 92628-1200  
 Contact: Keith Clarke Title: Building Official  
 Telephone: (714) 754-5277 Email: kclarke@ci.costa-mesa.ca.us  
 Service Dates: 1996 - present  
 Brief Summary of Project/Work provided: Plan review of residential and commercial buildings

## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

3. Name of Public Agency: 1 City of Perris  
 Address: 101 N. D<sup>th</sup> St.  
 City: Perris State: CA Zip: 92570  
 Contact: Rene Avila Title: Building Official  
 Telephone: (951) 443-1029 ext. 228 Email: Ravila@cityofperris.org  
 Service Dates: 2005-present  
 Brief Summary of Project/Work provided: Plan review of residential and commercial buildings.

*Additional references are provided in the Appendix*

## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

3. Name of Public Agency: City of Norwalk  
 Address: 12700 Norwalk Blvd.  
 City: Norwalk State: CA Zip: 90650  
 Contact: Tony Weimholt Title: Building Official  
 Telephone: 562 929-5739 Email: tweimholt@ci.norwalk.ca.us  
 Service Dates: 1997 to present  
 Brief Summary of Project/Work provided: Plan review of residential and commercial buildings.

Additional references are provided in the Appendix

**2011-12 Adopted Fee Schedule  
Building & Safety Excerpt**

Section 3 - Community & Economic Development

<u>Building and Safety</u>	<u>Unit</u>	<u>Fee</u>
Water Heater Permit	Each	\$ 60.00
Water Heater Permit Re-inspection	Each	\$ 60.00
<b>Residential Tract Unit</b>		
Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:		
<b>1 Story Permit</b>		
<= 1,400 sq ft		\$ 459.00
> 1,400 sq ft	per 50 sq ft	\$ 7.19
<b>1 Story Plan Check</b>		
<= 1,400 sq ft		\$ 649.00
> 1,400 sq ft	per 50 sq ft	\$ 6.60
<b>1.5 Story Permit</b>		
<= 1,400 sq ft		\$ 531.00
> 1,400 sq ft	per 50 sq ft	\$ 8.10
<b>1.5 Story Plan Check</b>		
<= 1,400 sq ft		\$ 802.00
> 1,400 sq ft	per 50 sq ft	\$ 8.70
<b>2 Story Permit</b>		
<= 1,400 sq ft		\$ 645.00
> 1,400 sq ft	per 50 sq ft	\$ 9.00



## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

2 Story Plan Check			
<= 1,400 sq ft			\$ 802.00
> 1,400 sq ft	per 50 sq ft		\$ 8.70
Identical Unit Plan Check	per Unit		\$ 89.00
<b>Structural Alterations</b>			
1 Story			
<= 1,400 sq ft			\$ 376.00
> 1,400 sq ft	per 50 sq ft		\$ 3.02
1.5 Story			
<= 1,400 sq ft			\$ 396.00
> 1,400 sq ft	per 50 sq ft		\$ 4.50
2 Story			
<= 1,400 sq ft			\$ 396.00
> 1,400 sq ft	per 50 sq ft		\$ 4.50
<b>Non-Structural Alterations</b>			
1 Story			
<= 1,400 sq ft			\$ 158.00
> 1,400 sq ft	per 50 sq ft		\$ 1.50
1.5 Story			
<= 1,400 sq ft			\$ 196.00
> 1,400 sq ft	per 50 sq ft		\$ 2.09
2 Story			
<= 1,400 sq ft			\$ 196.00
> 1,400 sq ft	per 50 sq ft		\$ 2.09

**Building Permit Fees**1997 Uniform Administrative  
Code fees**Building Plan Check Fees**

## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

**Electrical Permit Fees**

1997 Uniform Administrative  
Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

**Electrical Plan Check Fees**

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

**Mechanical Permit Fees**

1997 Uniform Administrative  
Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

**Mechanical Plan Check Fees**

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

**Plumbing Permit Fees**

1997 Uniform Administrative  
Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

**Plumbing Plan Check Fees**

Whenever plumbing plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.  
(100%) and shall be paid at the time of submitting plans, excluding the permit fee.

**Pool and Spa Permit Fees**

1997 Uniform Administrative  
Code

## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

Minimum Permit Fee	Each	\$ 123.00
Permit Issuance	Fee	\$ 32.00

Investigation Fees

For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.

## Research/Administration Fee

First 15 minutes		No charge
Each additional 30 minutes or fraction thereof		\$ 32.00
Re-inspection fees approved by the Building Official	per Hour	\$ 150.00
Inspections for which no fee is specifically identified	per Hour	\$ 150.00
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	\$150.00
Inspection outside of normal business hours (2 hr min)	per Hour	\$ 150.00 * *
* Or the fully burdened hourly rate cost to the City, whichever is greater		
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)	per Hour	\$ 150.00

RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

Certificate of Occupancy Inspection

Each

\$ 180.00

Table 3A Building Permit Fees from 1997 UAC  
Adjusted by CPI

FY 11/12 Fees					
TABLE_ID	LOW_RANGE	HIGH_RANGE	NUM_RESULT	EXTRA_AMT	INCREMENT_AMT
BLDVAL11	1	500	32.07	0	0
BLDVAL11	501	2000	32.07	4.15	100
BLDVAL11	2001	25000	94.49	19.1	1000
BLDVAL11	25001	50000	534.65	13.78	1000
BLDVAL11	50001	100000	878.58	9.55	1000
BLDVAL11	100001	500000	1355.56	7.64	1000
BLDVAL11	500001	1000000	4413.43	6.49	1000
BLDVAL11	1000001	1000000000	7654.83	4.97	1000

RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

Insert fee proposal here and include signature page of similar information

Company Name: Scott Fazekas & Associates, Inc.

Authorized Signer: Scott R. Fazekas

Signature  Date 4/30/12

**PLAN REVIEW SERVICES**

SFA proposes to charge a rate based on a percentage of the plan check fee collected by the City and on an hourly basis for services not subject to the Fee Schedule.

1. Fees for plan check are proposed at 45% of the City's plan check fees. For tracts, a rate of 80% of the City's plan check fee is proposed.
2. An hourly rate of \$110 is proposed for projects which are selected for the City's large projects program, currently defined as those exceeding 25 million and offered only to select clients.
3. Hourly plan check fees not otherwise covered by the City's Fee Schedule are proposed at \$110.00.
4. Expedited reviews, when requested by the City are proposed at 125% of the regular rate.

**INSPECTIONS SERVICES**

SFA proposes to charge for inspectors as follows:

**Option 1**

Payroll rate x 1.81 for F.T.E. with benefits. See Proposal for elaboration.

**Option 2**

Payroll rate x 1.45 for F.T.E. with benefits. See Proposal for elaboration.

ADDENDA ACKNOWLEDGMENT

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

Addendum No.: 1 Dated 4/24/12

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

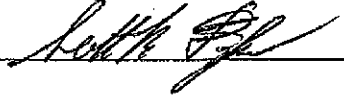
Company Name: Scott Fazekas & Associates, Inc.

Address: 9 Corporate Park, S-200  
Irvine, CA 92606

Telephone No.: (949) 475-2901

Email Address: sfairvine@aol.com

By: Scott R. Fazekas  
(print)

Signature:  Date: 4/30/12

Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

CITY OF



ONTARIO

303 EAST "B" STREET, CIVIC CENTER

ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000  
FAX (909) 395-2070PAUL S. LEON  
MAYORSHEILA MAUTZ  
MAYOR PRO TEMALAN D. WAPNER  
JIM W. BOWMAN  
DEBRA DORST-PORADA  
COUNCIL MEMBERSCHRIS HUGHES  
CITY MANAGERMARY E. WIRTES, MMC  
CITY CLERKJAMES R. MILHISER  
TREASURER

April 18, 2012

Ms. Virginia Garcia  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

Subject: Letter of Recommendation for Scott Fazekas &amp; Associates

Dear Ms. Garcia:

It is a pleasure to write this letter of recommendation for Scott Fazekas & Associates, Inc. (SFA) as you requested in you RFP for Building & Safety Services. I, Kevin Shear, am the Building Official for the City of Ontario and have served in this capacity for 13 years. I have worked in a number of Building and Safety Departments for over 30 years, and have used SFA to provide plan check services for approximately 17 years.

I have found their services to be exemplary and the staff to be both knowledgeable in their profession and cordial with both the public and City staff. I have always been able to depend on SFA to provide consistent, quality services with speed, accuracy, and professionalism.

Sincerely,

Kevin Shear  
Building Official  
City of Ontario
[www.ci.ontario.ca.us](http://www.ci.ontario.ca.us)

Printed on recycled paper.



# CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT  
BUILDING & PLANNING DIVISION

135 N. 'D' STREET, PERRIS, CA 92570-2200  
TEL.: (951) 943-5003 FAX: (951) 943-8379

Ms. Virginia Garcia  
14177 Frederick St.  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**Subject: Letter of Recommendation for Scott Fazekas & Associates, Inc**

Dear Ms. Garcia:

I have worked with Mr. Scott Fazekas for a number of years and I'm pleased to write this letter of recommendation for Scott Fazekas & Associates, Inc. (SFA) for Building & Safety Services.

I am currently the Assistant Director of Development Services for the City of Perris and have worked in various capacities within the Building and Safety field for over 24 years. Through the years SFA has been on contract with many of the Cities I have been with, to include securing his services in my capacity of Building Official in order to expedite and streamline the plan check process within the City. I have found his services to be dependable, efficient and knowledgeable in building code review. It is because of this established track record that that we are able to recommend this firm as an asset to any Building Department.

I would be more than happy to discuss SFA in more detail should you desire.

Sincerely,

Rene Avila  
Assistant Director of Development Services  
Phone 951-840-8548 / Fax 951-943-8379  
[ravila@cityofperris.org](mailto:ravila@cityofperris.org)



**CITY OF COSTA MESA**  
Building Division  
77 Fair Drive  
Costa Mesa, California 92626

Ms. Virginia Garcia  
14177 Frederick St.  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

**Subject: Letter of Recommendation for Scott Fazekas & Associates, Inc.**

Dear Ms. Garcia:

I'm pleased to write this letter of recommendation for Scott Fazekas & Associates, Inc (SFA) as requested in your RFP for Building & Safety Services. I am the Building Official for the City of Costa Mesa. I have worked in building safety departments for over 31 years and have used SFA's services for approximately 17 years.

The services provided by SFA have always been accurate and on time. The staff of SFA has worked well with the public and has become a valuable resource for the City of Costa Mesa.

If you would like to discuss this matter further, please e-mail me at:  
[Keith.Clarke@costamesaca.gov](mailto:Keith.Clarke@costamesaca.gov) or call me on my cell phone at: 951.963.6000.



**Keith Clarke – Building Official, City of Costa Mesa**

/sfa recommendation

## **References**

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Agency: **CITY OF ANAHEIM**  
 Reference: Sheri Vanderdussen, Planning Director  
 (714) 765-5153  
 Service: Plan Review and Building Official

Agency: **CITY OF ARCADIA**  
 Reference: Don Stockham, Building Official  
 (626) 574-5420  
 Service: Plan Review

Agency: **CITY OF BEAUMONT**  
 Reference: Keith Hightower, Building Official  
 (951) 769-8529  
 Service: Plan Review

Agency: **CITY OF CATHEDRAL CITY**  
 Reference: Gil Estrada, CBO, Building Official  
 (760) 601-6569  
 Service: Plan Review

Agency: **CITY OF CORONA**  
 Reference: Rebecca Wisniewski, Plan Check Supervisor  
 (951) 279-3568  
 Services: Plan Review

Agency: **CITY OF COSTA MESA**  
 Reference: Khanh Nguyen, P.E., CBO, Community D  
 (714) 754-5604  
 Keith Clarke, C.B.O., Building Official  
 (714) 754-5277  
 Services: Plan Review

Agency: **CITY OF DOWNEY**  
 Reference: Mike Larnard, Building Official  
 Linda Haines, Community Development Director  
 (562) 904-7140  
 Service: Plan Review

Agency: **CITY OF GARDEN GROVE**  
 Reference: Ding Victorio, P.E., Building Official  
 (714) 741-5427  
 Service: Plan Review

## References

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Agency: **CITY OF HUNTINGTON BEACH**  
 Reference: Mark Carnahan, C.B.O., Building Official  
 (714) 374-1792  
 Services: Plan Review

Agency: **CITY OF IRVINE**  
 Reference: Joe Kirkpatrick, S.E., Building Official  
 (949) 724-6453  
 Services: Plan Review

Agency: **CITY OF LA HABRA HEIGHTS**  
 Reference: Shauna Clark, City Manager  
 (562) 694-6302, #227  
 Services: Plan Review, Building Official

Agency: **CITY OF LAKE ELSINORE**  
 Reference: Bill Delvin, C.B.O., Building Official  
 (951) 674-3124, #286  
 Service: Plan Review

Agency: **CITY OF NORWALK**  
 Tony Weimholt, CBO, Building Official  
 (562) 929-5739  
 Plan Review

Agency: **CITY OF ONTARIO**  
 Reference: Kevin Shear, CBO, Building Official  
 (909) 391-2546 ext. 4330  
 Service: Plan Review

Agency: **CITY OF PALM DESERT**  
 Reference: Mr. Russell Grance, Building Official  
 Ms. Sam Szymanski, Sr. Plans Examiner  
 (760) 776-6420  
 Service: Plan Review

Agency: **CITY OF PASADENA**  
 Reference: Sarkis Nazerian, CBO, Building Official  
 (626) 744-7571  
 Service: Plan Review

## **References**

---

Agency: **CITY OF PERRIS**  
Reference: Rene Avila, C.B.O., Building Official/Fire Marshall  
(951) 433-1029 ext. 228  
Service: Plan Review

Agency: **CITY OF PICO RIVERA**  
Reference: Eric Dennis, C.B.O., Building Official  
(562) 801-4331, cell (760) 670-0371  
Service: Plan Review

Agency: **CITY OF SAN DIMAS**  
Reference: Eric Beilstein, Building Official  
(909) 394-6264  
Service: Plan Review

Agency: **CITY OF SAN FERNANDO**  
Reference: Francisco Villalva, Building Official  
(818) 898-1231  
Service: Plan Review

Agency: **CITY OF SANTA ANA**  
Reference: Gerald Caraig, P.E., C.B.O., Building Official  
(714) 647-5896  
Service: Plan Review

Agency: **CITY OF SANTA ROSA**  
Reference: Mike Whitacker, P.E., Chief Plan Check Engineer  
(707) 543-3264  
Service: Plan Review

**SCOTT R. FAZEKAS****EDUCATION**

Bachelor of Science in Architecture, California State Polytechnic University, 1980  
 Supplementary Structural Course Work, California State University, Fullerton, 1984

**PROFESSIONAL REGISTRATION**

Licensed Architect, California, Colorado, NCARB, Nevada

**CERTIFICATION**

LEED Accredited Professional, LEED  
 Certified Access Specialist, DSA  
 Certified Building Official, I.C.C.  
 Certified Plans Examiner, I.C.C., C.B.C.  
 Certified Building Inspector, I.C.C., C.B.C.

**EXPERIENCE**

Mr. Fazekas is President of Scott Fazekas & Associates, Inc. (SFA) which provides building official, building plan check and building inspection services to governmental agencies. He has interfaced with architects, engineers, designers, contractors, plan checkers, inspectors, developers and building owners to achieve code compliant building construction through the application of local, state, and federal codes and regulations.

Mr. Fazekas has plan checked buildings which encompass the full spectrum of building types and occupancy groups and has served as building official for fourteen jurisdictions through long term and interim contract arrangements. He has also contributed to both the design and code enforcement professions by regularly lecturing at code-related seminars and classes. He served six years on the American Institute of Architects Building Performance and Regulations Committee where he monitored the ANSI A117.1 Disabled Access Standards. He also served four years on I.C.B.O.'s General Design/Structural Review Committee and on the Orange Empire Chapter of I.C.B.O.'s Code Change Committee.

Mr. Fazekas has 40 years of progressive experience working in and for building departments. Prior to starting SFA, he was employed by BSI Consultants, Inc. as a Senior Vice President and Division Manager of the Building Safety Division. He was responsible for starting, developing and managing the Building Safety Division for 11 years. During that time he served as building official in California and Washington jurisdictions and oversaw plan review services for more than one hundred client agencies. He also founded and served as President of Employment Systems Inc., which was a corporation dedicated to municipal staffing needs. Before his term with BSI, he spent 13 years working for the building divisions in the Cities of Newport Beach and Costa Mesa where he worked his way through all levels in the departments from clerk to permit technician, inspector and plan check engineer.

**PROFESSIONAL AFFILIATIONS**

A.I.A., I.C.B.O./I.C.C., CALBO

**Scott Fazekas & Associates, Inc.**

**VICTOR A. PENERA****EDUCATION**

Bachelor of Science in Mechanical Engineering  
California State University, San Diego 1968  
Master of Science in Mechanical Engineering  
University of Southern California, 1970  
Supplementary Structural Course Work  
California State University, Los Angeles, 1973-76

**PROFESSIONAL REGISTRATION**

Registered Structural Engineer, California 1976  
Registered Professional Engineer, California 1971

**EXPERIENCE**

After completing 30 years of service with the City of Los Angeles, Mr. Penera retired in April, 2000 and immediately joined SFA as a member of its plan check engineering staff.

Having worked four years in the Department of Public Works and 26 years in Building and Safety with the City of Los Angeles, Mr. Penera has substantial experience in both design and plan checking of structural systems. In the 26 years he spent with LA Department of Building and Safety, he plan checked a wide spectrum of structural systems, occupancies and uses; from simple, wood-frame, single family room additions to complex, high-rise, steel office buildings.

During the last three years of his career with Los Angeles Department of Building and Safety, Mr. Penera served as the Deputy Superintendent of Building in charge of the Engineering Bureau. As Chief of the Engineering Bureau, Mr. Penera oversaw a staff of 175 engineers, technicians and clerical staff responsible for the checking for compliance of state and local regulations related to building, electrical, plumbing, mechanical and zoning issues.

Mr. Penera was active in the development of the first International Building Code (IBC). For one year he served on the Steering Committee for the development of the first draft of the IBC and for two years served as Chairman of the Structural Subcommittee to draft the structural engineering chapters (Chapters 16-26) of the proposed IBC.

**PROFESSIONAL AFFILIATIONS**

Structural Engineers Association of Southern California  
American Society of Civil Engineers  
International Conference of Building Officials

**Scott Fazekas & Associates, Inc.**

**GANESH M. RAO****EDUCATION**

Masters of Science in Civil Engineering  
Brigham Young University, Provo, Utah  
Bachelor of Science in Civil Engineering, Bangalore University, India

**PROFESSIONAL REGISTRATION**

Registered Structural Engineer in California  
Registered Professional Engineer in California  
Certified Plans Examiner, I.C.C.

**EXPERIENCE**

Mr. Rao has been a building plan check engineer in SFA's Irvine office since 1998. He reviews both commercial and residential plans for compliance with model codes and local ordinances. He has a total of 23 years of progressively involved engineering experience.

Prior to his employment with SFA, Mr. Rao has spent eight years in the design field with experience in California, Nevada and Hawaii designing wood, steel concrete and post-tensioned low, mid and high-rise structures. Occupancies which he has performed design work for have included retail, medical, office resort, bridge, industrial, schools, parking structure and hanger facilities.

Mr. Rao has experience in a variety of geographic regions. His design experience includes projects in California, Nevada, Washington, Oregon, Hawaii and the Territory of Guam. His plan review experience has been in California, Nevada and Colorado. Mr. Rao has reviewed plans for code compliance, residential, tenant improvement, low to mid-rise, tilt-up warehouses, etc. Projects included a three-dimensional finite element analysis of space frame for a mall in the Territory of Guam, Disney Building in Burbank utilizing "Waurch" moment connections, seismic retrofit of Mattel Distribution Center, an aircraft hanger and Sony Technology Center in San Diego. Projects also included design and detailing of antenna structure ranging from 30 feet monopole to 400 foot latticed tower.

**PETER K. TANG****EDUCATION**

Bachelor of Science in Engineering, California State Polytechnic University, 1994

**PROFESSIONAL REGISTRATION**

Licensed Civil Engineer, California, C-59691

**EXPERIENCE**

Mr. Tang has been a plan check engineer in SFA's Irvine office for seven years. He reviews both residential and commercial plans for compliance with model codes and ordinances. With a background in forensic investigations on wood-framed structures, he is particularly well versed in wood structures.

Over a sixteen year period, Mr. Tang has been exposed to a variety of engineering design assignments with three different structural design firms. He was employed by Seismic, Inc. in Pomona, Ficcadenti & Waggoner Structural Engineers in Irvine, and John A. Martin Structural Engineers in Los Angeles prior to his employment with SFA.

Mr. Tang has been an excellent supervisor to junior plan checkers in the area of wood framing. His expertise in rack design has also made him a valuable resource in the review of increasingly large rack systems.

Mr. Tang was a project designer on Fresno State's Savemart Center, a steel and concrete sports area; the Pacific Grand Resort, a steel conference center in Huntington Beach; the Westpart Tiempo Community in Irvine, a seismic retrofit of homes; and the Casa Gateway Condos in Pacific Palisades, a seismic evaluation of 3-story homes.



**BRETT ARCHIBALD****EDUCATION**

Bachelor of Science in Civil Engineering, California State San Diego, 2002  
Structural Emphasis in Course Work

**CERTIFICATIONS**

Registered Civil Engineer, California  
Certified Plans Examiner, I.C.C.  
Certified Mechanical Inspector, I.C.C.  
Build It Green Certification, CA  
Certified Access Specialist, DSA

**EXPERIENCE**

Mr. Archibald is one of SFA's professional staff in our Irvine office. He has ten years of experience with SFA reviewing both residential and commercial projects. He is assigned as liaison to the City of La Habra Heights where he has set times to coordinate with City staff.

Mr. Archibald has experience in plan checking a variety of projects including single and multi-family housing, tenant improvements, seismic retrofits, tilt-up warehouses, etc. These projects involved structural systems such as wood framing, light gauge steel, moment frames, cantilever columns, concrete and masonry.

Mr. Archibald has also been instrumental in helping to establish tailored documentation for some of SFA's newer clients or clients which are modifying procedures or policies. His computer skills have assisted in the coordination of SFA processing with the needs of our clients.

**PROFESSIONAL AFFILIATIONS**

International Code Council  
American Society of Civil Engineers

**RUSSELL J. HELMICK, JR.****EDUCATION**

Associates Degree in Math, Santa Ana College, CA, 1962  
K-14 Teaching Credential, UCLA, Los Angeles, CA

**CERTIFICATION**

Certified Building Official, I.C.C.

**EXPERIENCE**

Mr. Helmick currently provides specialized consulting electrical plan review for all types of commercial and industrial buildings for SFA. He is responsible for reviewing electrical plans for various municipalities and consults with staff on electrical code.

Prior to joining SFA, Mr. Helmick was an Inspection Supervisor and Chief Electrical Inspector with the City of Irvine. In his thirty years with the City, he supervised and trained a team of electrical inspectors; performed difficult, special and complex inspections; and resolved complaints and disputes. He was available to interpret code to laymen, contractors, architects and others as necessary.

During his tenure with the City of Irvine, Mr. Helmick was an instructor at Saddleback Community College for twenty years teaching electrical code and inspection; building code and law; Contractor's License Law, Construction Inspection and Energy Management. He has taught electrical seminars for IAEI and ICBO since 1991. He also serves on NFPA's Electrical Code Development Committee.

**PROFESSIONAL AFFILIATIONS**

National Fire Protection Agency (NFPA)  
International Association of Electrical Inspectors (IAEI)  
International Council of Building Officials (ICC)  
Underwriter's Laboratory (U/L)  
American Public Works Association (APWA)

**Scott Fazekas & Associates, Inc.**

## Appendix - Insurance

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### INSURANCE

Insurance is provided in the following amounts:

a.	General Liability	\$1,000,000
b.	Workers Compensation	\$1,000,000
c.	Automobile	\$1,000,000
d.	Professional Liability	\$1,000,000

**Scott Fazekas & Associates, Inc.**

**CORPORATE SEAL**

This page is inserted to state the names of the officers of Scott Fazekas & Associates, Inc. and to attest by the corporate seal that the corporation was formed under California State laws and that Scott R. Fazekas is the President and that Joy Fazekas is the Corporate Secretary.

  
SCOTT R. FAZEKAS      4/30/12  
Date

  
JOY FAZEKAS      4/30/12  
Date

**Scott Fazekas & Associates, Inc.**

Attachment: Exhibit A - Scott Fazekas Agreement (2102 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH SCOTT

## EXHIBIT B

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$800,000 per fiscal year.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/dobiz/biz-license.shtml>
3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
  
Accounts Payable questions can be directed to (951) 413-3073.  
  
Copies of invoices may be submitted to the Community & Economic Development Department at [susanc@moval.org](mailto:susanc@moval.org) or calls directed to (951) 413-3350.
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and SCOTT FAZEKAS & ASSOCIATES, INC., hereinafter referred to as "Contractor." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

### RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" hereinafter referred to as "Agreement," dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as "Exhibit B."

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for one year, from June 30, 2015, to June 30, 2016, as provided for in Section 2 (C) of the Agreement.

Whereas, City desires to amend Section 2 (G) of original Agreement to conform to current City insurance requirements as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

### SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2015, to June 30, 2016.

1.2 Section 2 (G) of the Agreement is hereby amended by amending insurance requirements to those as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR 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**



FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

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

City of Moreno Valley

Scott Fazekas & Associates, Inc.

By: [Signature]  
Mayor

By: [Signature]

Title: President

(President or Vice President)

Date: 7/20/15

Date: 7-8-15

ATTEST:

By: [Signature]  
Jane Hastead, City Clerk, CMC

INTERNAL USE ONLY

APPROVED AS TO FORM:

by: [Signature]  
City Attorney  
7-15-15  
Date

By: [Signature]

Title: Corporate Sec.

(Corporate Secretary)

Date: 7-8-15

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

JULY 15, 2015  
Date

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

Attachments: Exhibit A – First Amendment – Insurance Requirements

Exhibit B – Independent Contractor Agreement

## INSURANCE REQUIREMENTS

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

### Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

## 4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

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

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

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

#### **Acceptability of Insurers**

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

### Verification of Coverage

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** June 7, 2016

**TITLE:** SECOND AMENDMENT OF INDEPENDENT  
CONTRACTOR AGREEMENT WITH ESGIL  
CORPORATION

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with EsGil Corporation of San Diego, California, to provide plan review services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

### **SUMMARY**

This report recommends approval of the second amendment to the Independent Contractor Agreement with EsGil Corporation to continue providing plan review services for the Building and Safety Division.

### **DISCUSSION**

The City executed a contract for services in July 2012 with EsGil Corporation for plan review services for the Building and Safety Division. The term of the contract was for three years, with provisions for two one-year extensions, not to exceed a total contract period of five years.

On June 23, 2015, City Council approved the first amendment for a one year extension to the agreement that also included the City's latest insurance requirements.

EsGil Corporation provides as needed plan review services for the Building and Safety Division. This service is critical to providing timely service for the City's customers with

respect to project processing and development and furthering positive economic development throughout the community.

All costs associated with this agreement are fully recovered from fees paid for by the applicant. In addition, the contract includes a reduced rate for services thereby helping to control the costs of the Division and for the applicants for these necessary services.

### **ALTERNATIVES**

1. Approve the First Amendment of Independent Contractor Agreement with EsGil Corporation to provide plan review services. *This alternative is recommended by staff.*
2. Do not approve the First Amendment of Independent Contractor Agreement with EsGil Corporation thereby leaving the Division without a contractor for plan review services requiring the need to pursue another contractor. *This alternative is not recommended by staff.*

### **FISCAL IMPACT**

The Agreement extension will not impact the General Fund as it is fully funded by recovering fees for service paid for by the applicant.

### **NOTIFICATION**

Publishing of the Agenda

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Allen D. Brock  
Community Development Director

Department Head Approval:  
Allen D. Brock  
Community Development Director

### **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.

### **ATTACHMENTS**

1. Second Amendment to Independent Contractor Agreement-Esgil
2. Exhibit A - Esgil Corporation Agreement
3. Exhibit B - Esgil First Amendment

### **APPROVALS**

Budget Officer Approval            ✓ Approved                            5/20/16 4:00 PM



City Attorney Approval  
City Manager Approval

✓ Approved  
✓ Approved

5/23/16 9:21 AM  
5/23/16 12:23 PM

## SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and ESGIL CORPORATION, hereinafter referred to as "Contractor." This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

### RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" hereinafter referred to as "Agreement," dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as "Exhibit A."

Whereas, a First Amendment to Independent Contractor Agreement was executed to extend the term of the contract one year from June 30, 2015, to June 30, 2016, attached hereto as "Exhibit B."

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for a second and final year, from June 30, 2016, to June 30, 2017, as provided for in Section 2 (C) of the Agreement.

### SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2016, to June 30, 2017.

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR 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**

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

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

City of Moreno Valley

Esgil Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Title: \_\_\_\_\_

(President or Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

(Corporate Secretary)

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

Attachments: Exhibit A – Independent Contractor Agreement

Exhibit B – First Amendment to Independent Contractor Agreement

Attachment: Second Amendment to Independent Contractor Agreement-Esgil (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR

City of Moreno Valley

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

### 1. CONTRACTOR INFORMATION:

Contractor's Name: EsGil Corporation  
 Address: 9320 Chesapeake Dr., Suite 208  
 City: San Diego State: CA Zip: 92123  
 Business Phone: (858) 560-1468 Fax No. (858) 560-1576  
 Other Contact Number: (800) 983-7445  
 Business License Number: TBD  
 Federal Tax I.D. Number: 95-3444018

### 2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Payment terms are provided in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. The Contractor Starting Date is July 1, 2012 and the Contractor Ending Date is June 30, 2015. If mutually agreeable, the City and Contractor may extend this agreement in increments of one year, not to exceed a total contract period of five years. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.
- G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be

rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager’s approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the



Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no

further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City’s agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

BY: *Richard A. Stanton*  
 Mayor

7/3/2012  
 Date

EsGil Corporation

BY: *Mark Laha*

TITLE: President  
 (President or Vice President)

6/20/12  
 Date

BY: *Cheryl Mendelsohn* 00

TITLE: Corp. Secretary VP  
 (Corporate Secretary)

6/20/12  
 Date

**INTERNAL USE ONLY**

ATTEST:

*Jane Hilda*  
 City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:

*Suzanne Berglund*  
 Deputy City Attorney

7-17-12  
 Date

RECOMMENDED FOR APPROVAL:

*Barry J...*  
 Department Head  
*(if contract exceeds 15,000)*

6/27/12  
 Date

**EXHIBIT A**

Exhibit A

# ESGIL CORPORATION

---

## Statement of Qualifications

### BUILDING & SAFETY PLAN CHECK CONSULTANT SERVICES

*for the City of:*



April 30, 2012

Proposal submitted by:

**Kurt Culver, President, S.E., C.B.O.**

---

9320 Chesapeake Drive, Suite 208 • San Diego, California 92123  
(858) 560-1468 • (800) 983-7445 • [www.esgil.com](http://www.esgil.com)

Attachment: Exhibit A - Esgil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

# ESGIL CORPORATION

## Proposal for Plan Check Services

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#### ESGIL ATTACHMENTS

- A. Sample Log Screen
- B. Sample Correction List
- C. Sample Invoice
- D. Principal Resumes
- E. Staff Qualifications
- F. Sample Insurance Certificate
- G. Client References
- H. Letters of Recommendation

#### CITY FORMS

- 1) Non-Collusion Affidavit
- 2) Affidavit of Non-Conviction
- 3) Vendor Information page
- 4) References pages
- 5) Proposal Schedule
- 6) Addenda Acknowledgement

# ESGIL CORPORATION

## *Plan Review Services*

### **A. INTRODUCTION**

#### **1) Methodology/Approach**

##### Plan Control Logs

When plans are received at EsGil, they are reviewed for completeness of submittal, and then logged into our network tracking system. **Attachment "A"** is a sample report from our log system. Our staff enters project information into our database within 24 hours of arrival. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract.

The assigned Plan Review Engineer coordinates his/her review with the other plan check disciplines (electrical, mechanical, energy, fire, disabled access) to ensure good communication and coordination of listed deficiencies. EsGil Corporation assures that corrections are communicated as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

##### Checklists

We have an extensive plan check library that covers all aspects of engineering, code interpretation and legal aspects of plan review. We have all plan review lists on a computer network that allows us to be very user friendly and responsive to the designers, as well as our client building officials. Our checklists have been tailored for each client. **Attachment "B"** is sample building correction list.

Plan review engineers follow the checklists for their reviews. They add to or modify any item on the checklist at their work station and then print out a list showing only those items where deficiencies were found to exist on the plans. All documents shall be provided in a format desired by the City. Copies of the checklists are then sent to the City and/or the applicant and design team via mail, fax or e-mail.

##### Quality Control / Supervision

Quality control and supervision of plan review staff are accomplished by having all staff in a single location, a clearly defined organization and having management and supervisory decision-makers immediately available to oversee reviews and answer questions. Oversight reviews are made by supervisors as needed to ensure quality control.

### Billing Process

Each month, a detailed billing is sent to the City which shows each project reviewed. This billing will also show the turnaround times and other pertinent information. Please see **Attachment "C"** for a sample copy of our invoice.

### Applicant Appeals

In cases where an applicant wishes to appeal a decision made by our staff, it will first be reviewed by a supervisor. If the issue still cannot be resolved, the City Building Official will be contacted and a summary of the issue presented. Our staff will then take guidance from the Building Official's decision.

Customer service is a priority for EsGil. Our staff is committed to working with the public to ensure the health and safety of each jurisdiction's community while making the regulatory process understandable, user friendly and reasonable.

## 2) Proposing Firm

<u>Name:</u>	EsGil Corporation
<u>Mailing Address:</u>	9320 Chesapeake Drive #208 San Diego, CA 92123
<u>E-mail:</u>	mail@esgil.com
<u>Telephone:</u>	(858) 560-1468
<u>Fax #:</u>	(858) 560-1576

## 3) Project Manager and Staff

Plan reviews for the City will be managed by Chuck Mendenhall, Vice-President of EsGil Corporation. Mr. Mendenhall is a California licensed Civil and Structural Engineer, and has over thirty-five years of building inspection department experience. Chuck will provide all liaisons with City staff and will be available to respond to any designer challenges of plan review items. Kurt Culver, P.E., S.E. will assist and provide back-up for Chuck. Please see **Attachment "D"** for resumes of the principals and **Attachment "E"** for a list of all professional staff that will be assigned to Moreno Valley plan reviews.

## 4) Team Members

EsGil has the depth of staff available to commit to the workload identified in your RFP. Our staff includes licensed structural engineers, licensed civil engineers, mechanical engineers, electrical engineers, I.C.C. certified building and fire plans examiners and I.C.C. building and fire certified inspectors. We also have CASp and LEED Certified Plans Examiners. All EsGil plan review engineers are I.C.C. Certified. **Attachment "E"** lists our key personnel with their license numbers, certifications, credentials and areas of responsibility.



## **B. QUALIFICATIONS**

EsGil Corporation is a specialized firm that has provided full-service building and fire plan review, inspection and permit processing services to city, county, tribal and state agencies for over 30 years. We have provided building and fire reviews for projects having a valuation in excess of 60 billion dollars. Projects include high-rise buildings, residential projects, tenant improvements, remodels, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades and casinos.

We understand the Building Official's role. The two corporate founders of EsGil formerly served as Director and Deputy Director of the San Diego County Building Inspection Department. The corporation presently operates the full building inspection departments and also serves as the Building Official for the cities of Del Mar, Encinitas, Lemon Grove, Poway, Santee and Solana Beach. Responsibilities include providing on-site staff for the public counter, inspection, supervision, in addition to plan check in both the City offices and at our local office. The National City and Coronado Building and Fire Departments also utilize our full-service plan check, inspection and permit processing services. Please see **Attachment "G"** for our Client Reference Sheet.

Through EsGil Corporation, client cities share with other jurisdictions a full-depth of highly trained professionals. Our highly-credentialed plan check engineers assist with reviewing state-mandated structural, plumbing, mechanical, electrical, disabled access, fire, energy conservation, green code regulations and also any local building regulations. Highly qualified EsGil managers are always available for policy decisions, problem resolution, applicant appeals of staff decisions, quality control, and supervision. This level of expertise and experience would typically not be affordable by an individual city. **Attachments "D" and "E"** lists the credentials, licenses and certifications of our top-level management and plans examiners assigned to Moreno Valley projects.

During the plan review process, our staff is prepared to meet with the applicant or architect/engineer, City employees or consultants. Telephone discussions or meetings at project sites are welcomed to ensure that any plan review issues are handled efficiently. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Phone calls, teleconferences and meetings at our office are included in our plan check fees. Conferences and meetings outside of our office may be charged hourly, based on our hourly labor rates listed on **"City Form 5"**.

### Training

We believe that continuous training for our staff is absolutely imperative for the accuracy and reliability of our inspections and plan reviews. Our plan review and inspection staff attends training classes presented by building organizations such as SEA, ICC and CALBO, with many of our staff members highly sought-after to lecture, teach, and be mentors. We also provide in-house training and cross-training for our staff on a regular basis.

### Memberships

Our involvement and support for our local building organizations is a priority for our company and our staff. Kurt Culver, President of EsGil Corporation, currently serves as a member of CALBO's Structural Safety Committee and two other staff members have formerly served as President of the Structural Engineers Association of San Diego.

We are also active members of the following organizations:

- International Code Council (ICC)
- California Building Officials (CALBO)
- International Association of Electrical Inspectors (IAEI)
- International Association of Plumbing and Mechanical Officials (IAPMO)
- Structural Engineers Association (SEAOSD)
- American Concrete Institute (ACI)
- County Building Officials (CBOAC)
- National Fire Sprinkler Association (NFSA)
- CALBO Structural Safety Committee

In addition to serving on numerous committees for these organizations, our staff is also involved with the California Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee and the Leadership in Energy and Environmental Design (L.E.E.D) Green Building Council.

### Conflict of Interest

Since 1979, our only product has been providing services to building inspection departments and state agencies. By limiting our clients to only government agencies *and performing no design*, any conflict of interest is completely avoided. All employees have signed agreements that restrict any outside activities or employment that would create a conflict of interest. We have no direct or indirect financial interest in any projects in Moreno Valley.

EsGil Corporation declares that no potential conflict of interest exists or will exist which might impair or undermine our ability or credibility when providing plan checking services to the City of Moreno Valley.

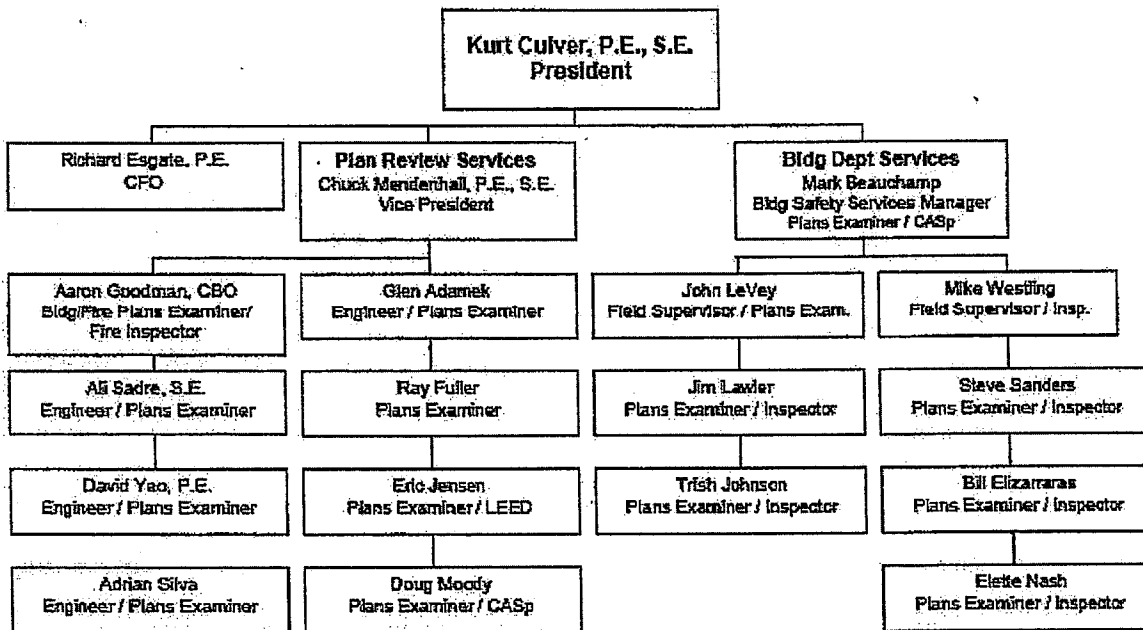
Insurance

To protect our clients and the Corporation, we carry one million dollars of general and professional liability (E&O) insurance with a two million dollar aggregate. Our policies are written exclusively for plan review and building/fire department services. EsGil currently carries all of the insurance requested and can meet or exceed the insurance requirements listed in the RFP. Please see **Attachment "F"** for a copy of our insurance certificate created for the City of Moreno Valley.

**C. PERSONNEL**

Attachments "D" and "E" lists our personnel experience and background. The following is a copy of our organization chart listing our professional staff:

**ESGIL CORPORATION ORGANIZATION CHART**  
TECHNICAL SERVICES



**D. REFERENCE**

We have also provided the same scope of work for other jurisdictions in this area and are very familiar with the designers working in the region. Please see "City Form 4" (References pages) for a list of three (3) jurisdictional references who have used our plan review services within the last five years.

Attachment "G" is a list of other long-term client references where we have provided a similar scope of services; Attachment "H" are letters of recommendation from several of our clients. We encourage you to contact any of our clients to evaluate our professional quality and public relations.

**E. AUTHORIZATION**

The terms and conditions contained in this proposal shall remain valid for a period of no less than ninety (90) days from the date of submittal. I am the person that is officially authorized to bind EsGil Corporation to the terms of the contract and is capable of acceptance from the City:

  
\_\_\_\_\_  
Kurt Culver, President

**F. FEE SCHEDULE**

Please see "City Form 5" (Proposal Schedule) for a copy of our proposed fees, which will be valid for at least one (1) year from the effective date of the contract if awarded.

**G. TIME SCHEDULES**

Our diverse staff provides flexibility when managing workloads. During peak workloads, we do not accept projects from cities and counties where we do not have an ongoing contractual relationship, thereby maintaining all current contractual service agreements. When necessary, we also assign overtime to allow our plan review staff to meet those timeframes, at no cost to the City. During our thirty-three years in business, we have always been able to meet all of our agreed-upon review times.

The following is a list of our proposed turnaround time for each possible type of job assigned:

<b>Project Type</b>	<b>Initial Check</b>	<b>Rechecks</b>	<b>Plan Change</b>
Single Family Dwellings	5	5	5
Apartments	5	5	5
Tenant Improvements	5	5	5
Commercial/Industrial	10	5	5

\* Turnaround times not to exceed the workdays listed.

Accelerated / expedited plan reviews can be performed on overtime in half the normal turn-around times or as requested by the Building Official.

## H. TRANSPORTATION OF PLANS

To assist in the security of plans, EsGil currently provides Federal Express and Golden State Overnight services for pick-up and delivery of plans when requested by the City staff, at no cost to the City.

Resubmitted plans may be delivered to the City office or shipped directly to our office, based on the City's procedures and requirements. EsGil has the ability to receive plans by mail or via electronic transmission, which decreases the time delays and costs associated with shipping plans. At completion, perforated or signed sets of the final plans are delivered to the City.

## I. LIST OF SUBMITTALS / CITY SUBMITTAL DOCUMENTS

RFP forms have been included as the following Attachments:

"City Form 1"	Non-Collusion Affidavit
"City Form 2"	Affidavit of Non-Conviction
"City Form 3"	Vendor Information page
"City Form 4"	Reference pages
"City Form 5"	Proposed Schedule
"City Form 6"	Addenda Acknowledgement

# City Report

Jurisdiction	Project Street Address	Date Esal Receive	Date Complete	Location of Plans	Plan Check Numbr	Set#	Project Description
MENIFEE	28155 Encanto Rd	2/1/2012	2/3/2012	JURISDICTION	11-1520	II	Encanto Apartments
MENIFEE	28125 Bradley Rd #300	2/6/2012	2/7/2012	ESGIL	11-1116	I	His Light Church
MENIFEE	25125 Bradley Rd	2/6/2012	2/7/2012	JURISDICTION	11-1062	I	His Light Church
MENIFEE	31143 Geary Rd	2/6/2012	2/13/2012	ESGIL	12-0100	I	Dick Residence
MENIFEE	27256 Hwy 74	2/7/2012	2/16/2012	ESGIL	12-0101	I	Jack In The Box
MENIFEE	30208 Haun Rd	2/9/2012	2/17/2012	ESGIL	12-0113	I	BJ'S Restaurant
MENIFEE	27701 Scott Rd Bldg D Site 107	2/13/2012	2/13/2012	ESGIL	11-1496	II	Fred Power Dental Office
MENIFEE	33200 Warm Springs Way	2/16/2012	2/21/2012	ESGIL	12-0138	I	Chavez Residence
MENIFEE	28125 Bradley Rd #300	2/16/2012	2/16/2012	JURISDICTION	11-1116	II	His Light Church
MENIFEE	28155 Encanto Dr	2/17/2012	2/23/2012	ESGIL	11-1308/1313	IV	Encanto Apartment Homes
MENIFEE	Tr 34180-3, 34120-4	2/17/2012	2/24/2012	ESGIL	11-1443	I	Southport @ Heritage Lakes
MENIFEE	31143 Geary Rd	2/21/2012	2/27/2012	JURISDICTION	12-0100	II	Dick Residence
MENIFEE	30318 Haun Rd	2/21/2012	2/29/2012	JURISDICTION	11-1526	III	Panera
MENIFEE	26770 Muirietta Road	2/22/2012	2/28/2012	JURISDICTION	12-0051	II	Menifee Valley Memorial Park
MENIFEE	25770 Bundy Canyon Rd	2/23/2012	2/28/2012	ESGIL	11-1484	III	Metro Pcs
MENIFEE	28155 Encanto Dr	2/24/2012	3/2/2012	ESGIL	11-1339	II	Encanto Apartment Homes
MENIFEE	27701 Scott Rd Bldg D Site 107	2/24/2012	3/9/2012	JURISDICTION	11-1496	III	Fred Power Dental Office
MENIFEE	33200 Warm Springs Way	3/1/2012	3/5/2012	JURISDICTION	12-0138	II	Chavez Residence
MENIFEE	25770 Bundy Canyon Rd	3/5/2012	3/5/2012	JURISDICTION	11-1484	IV	Metro Pcs
MENIFEE	31786 Victoria Place	3/7/2012	3/13/2012	JURISDICTION	12-0183	I	Sycamore @ Hidden Hills
MENIFEE	31798 Victoria Place	3/7/2012	3/13/2012	JURISDICTION	12-0184	I	Sycamore @ Hidden Hills
MENIFEE	31762 Victoria Place	3/7/2012	3/13/2012	JURISDICTION	12-0185	I	Sycamore @ Hidden Hills
MENIFEE	Tr 31724	3/14/2012	3/16/2012	JURISDICTION	12-0086	II	Oaks At Marsden
MENIFEE	26973 Newport Rd	3/15/2012	3/22/2012	JURISDICTION	11-1486	II	Cvs Pharmacy
MENIFEE	28155 Encanto Dr	3/19/2012	3/27/2012	JURISDICTION	11-1308/1313	V	Encanto Apartment Homes
MENIFEE	28155 Encanto Dr	3/19/2012	3/26/2012	JURISDICTION	11-1299	III	Encanto Apartment Homes
MENIFEE	27256 Hwy 74	3/21/2012	3/28/2012	ESGIL	12-0101	II	Jack In The Box
MENIFEE	30208 Haun Rd	3/21/2012	3/29/2012	JURISDICTION	12-0113	II	BJ'S Restaurant
MENIFEE	28155 Encanto Dr	4/3/2012	4/4/2012	JURISDICTION	11-1339	IV	Encanto Apartment Homes
MENIFEE	25200 Trumble Rd	4/6/2012	4/12/2012	JURISDICTION	12-1221	I	Southern California Gas Co
MENIFEE	28356 Elker Way	4/9/2012	4/13/2012	ESGIL	12-1225	I	Stephens Residence
MENIFEE	27587 La Piedra Rd	4/11/2012	4/20/2012	ESGIL	12-0731/741, 076	I	Santa Rosa Academy
MENIFEE	33351 Little Reb Pl	4/11/2012	4/17/2012	ESGIL	PT12-1232	I	Lauritson Residence
MENIFEE	33221 Nancy Ln	4/16/2012	4/20/2012	JURISDICTION	12-0072	II	Gorham Residence

Page 1

Friday, April 27, 2012

Attachment "A"

# EsGil Corporation

*In Partnership with Government for Building Safety*

DATE: **April 20, 2012**

JURISDICTION: **Menifee**

PLAN CHECK NO.: **12-0731 thru 737, 740/1, 768**

SET: **I**

- APPLICANT
- JURIS.
- PLAN REVIEWER
- FILE

PROJECT ADDRESS: **27587 La Piedra Road**

PROJECT NAME: **Santa Rosa Academy**

- The plans transmitted herewith have been corrected where necessary and substantially comply with the jurisdiction's codes.
- The plans transmitted herewith will substantially comply with the jurisdiction's codes when minor deficiencies identified below are resolved and checked by building department staff.
- The plans transmitted herewith have significant deficiencies identified on the enclosed check list and should be corrected and resubmitted for a complete recheck.
- The check list transmitted herewith is for your information. The plans are being held at EsGil Corporation until corrected plans are submitted for recheck.
- The applicant's copy of the check list is enclosed for the jurisdiction to forward to the applicant contact person.
- The applicant's copy of the check list has been sent to:
- EsGil Corporation staff **did not** advise the applicant that the plan check has been completed.
- EsGil Corporation staff **did** advise the applicant that the plan check has been completed.

Person contacted: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 Date contacted: \_\_\_\_\_ (by: \_\_\_\_\_) Email: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Mail Telephone Fax In Person

REMARKS:

By: **Kurt Culver**  
EsGil Corporation

Enclosures:

GA  EJ  PC 4/11/12

9320 Chesapeake Drive, Suite 208 ♦ San Diego, California 92123 ♦ (858) 560-1468 ♦ Fax (858) 560-1576

Attachment "B"

Attachment: Exhibit A - EsGil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

Menifee 12-0731 thru 737, 740/1, 768  
April 20, 2012

PLAN REVIEW CORRECTION LIST  
COMMERCIAL

PLAN CHECK NO.: 12-0731 thru 737, 740/1, 768		JURISDICTION: Menifee
OCCUPANCY: E	USE: School	
TYPE OF CONSTRUCTION: V-B	ACTUAL AREA: varies	
ALLOWABLE FLOOR AREA: To be determined	STORIES: 1 and 2	HEIGHT: varies
SPRINKLERS?: Yes	OCCUPANT LOAD: varies	
REMARKS:		
DATE PLANS RECEIVED BY JURISDICTION: 4/10/12	DATE PLANS RECEIVED BY ESGIL CORPORATION: 4/11/12	
DATE INITIAL PLAN REVIEW COMPLETED: April 20, 2012	PLAN REVIEWER: Kurt Culver	

**FOREWORD (PLEASE READ):**

This plan review is limited to the technical requirements contained in the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code and state laws regulating energy conservation, noise attenuation and access for the disabled. This plan review is based on regulations enforced by the Building Department. You may have other corrections based on laws and ordinances enforced by the Planning Department, Engineering Department, Fire Department or other departments. Clearance from those departments may be required prior to the issuance of a building permit.

Code sections cited are based on the 2010 CBC, which adopts the 2009 IBC.

The following items listed need clarification, modification or change. All items must be satisfied before the plans will be in conformance with the cited codes and regulations. Per Sec. 105.4 of the 2009 International Building Code, the approval of the plans does not permit the violation of any state, county or city law.

**To speed up the recheck process, please note on this list (or a copy) where each correction item has been addressed, i.e., plan sheet number, specification section, etc. Be sure to enclose the marked up list when you submit the revised plans.**



**Menifee 12-0731 thru 737, 740/1, 768**  
**April 20, 2012**

• **GENERAL**

1. Please make all corrections and submit THREE new *complete* sets of prints, to:  
The Menifee building department.

• **PLANS**

2. The architectural plans are incomplete. Please fill in all empty reference bubbles, complete all notes, complete all details, provide necessary dimensions, etc. A complete plan review cannot be performed until then.
3. All sheets of the plans and the first sheet of the calculations are required to be signed by the licensed architect or engineer responsible for the plan preparation. California State Law.
4. Architectural plans were provided for the Storage Building, but no structural information. Also, the "Project Summary" doesn't list it. Please clarify.
5. The reported floor areas on sheet T1 don't seem to include the areas of the various balconies (at each floor). Please recheck the reported floor areas.
6. Provide a note on the plans indicating if any hazardous materials will be stored and/or used within the building which exceed the quantities listed in IBC Tables 307.1(1) and 307.1(2). Room E123?

• **SITE PLAN**

7. Provide a fully dimensioned site plan drawn to scale. Sec. 107.2. Include the following:
  - a) Clearly dimension building setbacks from property lines, street centerlines, and from all adjacent buildings on the site plan.
  - b) Existing and proposed buildings and structures. What is shown southwest of Building E?
8. When two or more buildings are on the same property, the buildings shall have an assumed property line between them for the purpose of determining the required wall and opening protection and roof cover requirements, per Section 705.3. Section 503.1.2.
  - a) Please show the assumed property line on the plans (with dimensions), and then show appropriate wall/opening protection. Buildings D/E appear to be quite close, but check all buildings for this requirement.
  - b) Additionally, some of the separated "buildings" are connected by exit balconies at the second floor. Please provide a narrative to justify this (pedestrian walkways?).

**Menifee 12-0731 thru 737, 740/1, 768  
April 20, 2012**

9. Exterior exit balconies, stairways and ramps shall be located at least 10' from adjacent lot lines and from other buildings on the same lot unless the adjacent building exterior walls and openings are protected in accordance with Section 707 based on fire separation distance. Section 1027.3.

**• BUILDING HEIGHT/STORIES**

10. For the 2-story buildings, please document on the plans that the fire sprinklers are being used to allow increase the allowable number of stories from Table 503.

**• FIRE BARRIERS**

11. Incidental use areas may need to be separated from the main occupancy. See Table 508.2.5 below. Please address the following specific concerns:
- a) Storage rooms.
  - b) Even if sprinklers are used to eliminate the need for 1-hour wall construction, Section 508.2.5.2 still requires the partitions to extend to the underside of the floor/roof above and for any doors in the partitions to be self-closing.
  - c) In California, the State Fire Marshal has modified the table to prohibit sprinklers as an alternate to the 1-hour protection for laboratories in Group E occupancies. Will there be any laboratories? Room E120?

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Storage rooms over 100 square feet	1 hour or provide automatic fire-extinguishing system

**• EXITS**

12. All doors and gates, within the exit path to a public way from an occupancy of Group A or E having an occupant load of 50 or more shall not be provided with latches or locks unless they are equipped with panic hardware. Sections 1008.1.10 and 1002.

**Menifee 12-0731 thru 737, 740/1, 768**  
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• **CORRIDORS**

13. Corridors shall have fire partition walls of one-hour construction when required by Table 1018.1. Show the locations of the rated corridors on the plans or clearly show compliance with an applicable exception from Section 1018.1.
- a) In California, E occupancies must be fire-rated, even if the building is sprinklered.
    - i) "Waiting A203" must be constructed as a one-hour corridor. This will also affect A102, etc.
    - ii) Also, the second exit for Room B201 is into a stairwell. That stairwell (and its extension at the lower level) must be constructed as a rated corridor.
14. Fire-resistance rated exit corridors shall not be interrupted by intervening rooms. Foyers, lobbies or reception rooms constructed as for corridors shall not be construed as intervening rooms. Section 1018.6.
- a) Corridor A203 must be separated from A202.
  - b) See also A103.
15. Corridors shall have interior door openings protected by tight-fitting smoke and draft control assemblies rated 20 minutes. Doors shall be maintained self-closing or be automatic closing by action of a smoke detector per Section 715.4.8. Doors shall be gasketed to provide a smoke and draft seal where the door meets the stop on sides and top. Section 715.
16. Windows in the walls of fire-rated interior corridor walls (Section 715.5):
- a) Such openings shall be protected by glazing listed and labeled for a fire-protection rating of at least 3/4-hour (or 1/4-inch thick wired glass in steel frames).
  - b) The maximum width or height of such windows shall not exceed 54 inches, and the maximum area may not exceed 1,296 square inches.
  - c) The total area of such windows shall not exceed 25% of the area of a common wall with any room. Section 715.5.8.2.
17. Duct penetrations (or air transfer openings) of fire-rated corridor construction shall have fire and smoke dampers per Sections 716.

• **EXIT SIGNS**

18. Exit signs are required whenever two exits are required. Show all required exit sign locations. Section 1011.1.

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• **GLASS AND GLAZING**

19. Glazing in the following locations should be of safety glazing material in accordance with Section 2406.4:
- a) Fixed or operable panels adjacent to a door where the nearest exposed edge of the glazing is within a 24-inch arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches above the walking surface.
  - b) Individual fixed or operable panels, other than those locations described above, that meet all of the following conditions:
    - i) Exposed area of an individual pane is greater than 9 square feet, and;
    - ii) Exposed bottom edge is less than 18 inches above the floor, and;
    - iii) Exposed top edge is greater than 36 inches above the floor, and;
    - iv) One or more walking surfaces are within 36 inches horizontally of the plane of the glazing.
  - c) Glazing adjacent to stairways or ramps under certain conditions.

• **ROOFS**

20. Specify on the plans the following information for the roof materials, per Section 1506.3:
- a) Manufacturer's name.
  - b) Product name/number.
  - c) ICC approval number, or equal.
21. Show the required attic ventilation on the plans. Show "area required" and "area provided." The net free ventilating area shall not be less than  $1/300^{\text{th}}$  of the area of the space ventilated. Further, 50% of the opening area must be provided with ventilators in the upper portion (at least 3' above eave or cornice) with the balance of ventilators provided by eave or cornice vents. Section 1203.2.
22. Show location of attic access with a minimum size of 20"x30", unless the maximum vertical headroom height in the attic is less than 30 inches. Access must be provided to each separated attic area. Section 1209.2.

• **MISCELLANEOUS LIFE/SAFETY**

23. Specify the guard height at Key Note 13 on A2.1, etc.
24. Pedestrian walkways must be shown to comply with Section 3104.
25. Specify on the plans that the **Emergency Responder Safety Features** of Section 914 will be installed.

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26. Specify on the plans that **portable fire extinguishers** will be installed in the building in accordance with Section 906.
27. A **Fire Alarm System** shall be installed under the following conditions, per Section 907 (see exceptions):
- a) Group E occupancies with an occupant load of 50 or more persons or containing more than one classroom or one or more rooms used for day care purposes.

- **ACCESSIBILITY**

28. Provide notes and details on the plans to show compliance with the enclosed "Disabled Access" Review List.

- **GREEN BUILDING STANDARDS**

The California Building Standards Commission (BSC) has adopted the Green Building Standards Code which became effective January 1, 2011 and must be enforced by the local building official. The following mandatory requirements for commercial construction must be included on your plans. The Green Building Standards apply only to **newly constructed** buildings throughout California. CGC 101.3

29. Note on the site plan that for projects of one acre or less the site shall be planned and developed to keep surface water away from buildings. A "SWPP" shall be provided and approved by the City Engineer, showing site grading and provide for storm water retention and drainage during construction. BMP's that are currently enforced by the city engineer must be implemented prior to initial inspection by the building department. CGC 5.106.3.
30. Note on the plans that bicycle parking for projects with over 10 tenant occupants (10 employee occupants) shall comply with CGC Section 5.106.4. The specific details must be submitted and approved by the Planning Department.
31. Note on the plans that fuel-efficient vehicle parking will be provided in accordance with CGC Section 5.106.5.1. The specific details for the parking must be submitted and approved by City Planning Department.
32. Note on the plans that exterior light pollution must comply with CGC section 5.106.8.
33. Submit to the Engineering Department or other Agency that regulates construction waste management a Waste Management Plan that outlines the items listed in CGC Section 5.408.2.
34. Note on the plans that a minimum of 50% of construction waste is to be recycled. CGC 5.408.3

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35. Note on the plans that 100% of trees, stumps, rocks, vegetation and associated soils primarily from the construction will be reused or recycled. CGC 5.408.4
36. For new buildings that are 10,000 sq. ft. and over, the architect or responsible design professional shall submit, prior to plan approval, a "**Commissioning Plan**". The Commissioning Plan must be submitted with the plan documents during plan check. The Plan must be reviewed and approved by the plan checker for compliance with 5 required features listed in CGC 5.410.2.3 as follows: (a) General project information (b) Commissioning goals (c) List the systems to be commissioned with information on design intent, equipment and systems to be tested, functions to be tested and acceptable performance based on tests (d) Commissioning Team member information (e) commissioning process activities, schedules and responsibilities
37. Note on the plans that a building "Systems Manual" as listed in CGC Section 5.410.2.5 shall be delivered to the building owner or representative and the facilities operator. Further, note on the plans that the "Systems Manual" shall contain the required features listed in CGC Section 5.410.2.5.1.
38. Note on the plans that during construction, ends of duct openings are to be sealed, and mechanical equipment is to be covered. CGC 5.504.3.
39. Note on the plans that VOC's must comply with the limitations listed in Section 5.504.4 and Tables 4.504.1, 5.504.4.1, 5.504.4.2, 5.504.4.3 and 5.504.4.5 for: Adhesives, Sealants, Paints and Coatings, Carpet and Composition Wood Products. CGC 5.504.4.
40. Note on the plans that installations of HVAC, refrigeration and fire suppression systems will not contain CFC's or Halons, per CGC 5.508.1
41. Note on the plans that prior to final approval of the building the licensed contractor, architect or engineer in responsible charge of the overall construction must complete and sign the Green Building Standards Certification form and given to the building department official to be filed with the approved plans.
42. Provide calculations prepared by a licensed engineer that will show water consumption reduction of 20% below the baseline water consumption listed in 5.303.2.2. In lieu of providing the calculations, imprint on the plans Table 5.303.2.3, which lists fixtures that meet the 20% reduction. CGC 5.303.2

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TABLE 5.303.2.3 FIXTURE FLOW RATES

FIXTURE TYPE	MAXIMUM FLOW RATE AT 20 % REDUCTION
Showerheads	2 gpm @ 80 psi
Lavatory faucets-nonresidential	0.4 gpm @ 60 psi
Kitchen faucets	1.8 gpm @ 60 psi
Wash fountains	1.8 [rim space (in.)/20 gpm @ 60 psi]
Metering faucets	0.2 gallons/cycle
Metering faucets for wash fountains	.20 [rim space (in.)/20 gpm @ 60 psi]
Gravity tank type water closets	1.28 gallons/flush <sup>1</sup>
Flushometer tank water closets	1.28 gallons/flush <sup>1</sup>
Flushometer valve water closets	1.28 gallons/flush <sup>1</sup>
Electromechanical hydraulic water closets	1.28 gallons/flush <sup>1</sup>
Urinals	5 gallons/flush

1. Includes single and dual flush water closets with an effective flush of 1.28 gallons or less:

Single flush toilets-The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is the average flush volume when tested in accordance with ASME A 112.19.233.2.

Dual flush toilets-The effective flush volume shall not exceed 1.28 gallons (4.8 liters). The effective flush volume is defined as the composite, average flush volume of two reduced flushes and one full flush. Flush volumes will be tested in accordance with ASME A 112.19.2 and ASME A 112.19.14.

43. Imprint on the plumbing plans Table 5.303.6 in the CGC. Note on the plans that waste water fixtures shall comply with the standards listed in CGC Table 5.303.6.
44. Note on the plans that landscape irrigation water use shall have weather based controllers. CGC 5.304.3.1.

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• FOUNDATION

45. Provide a copy of the project soil report prepared by a licensed civil engineer. The report shall include foundation design recommendations based on the engineer's findings.
46. Provide a letter from the soils engineer confirming that the foundation plan, grading plan and specifications have been reviewed and that it has been determined that the recommendations in the soil report are properly incorporated into the plans (when required by the soil report).
47. Note on plans that surface water will drain away from building and show drainage pattern. The grade shall fall a minimum of 5% within the first 10 feet (2% for impervious surfaces). Section 1804.3.

• STRUCTURAL

48. Revise the lateral designs to use a rho factor of 1.3, or provide calculations to justify using 1.0. ASCE 7-05, Section 12.3.4.2 and equation 12.4-3.
49. **Importance Factors.** A load importance factor of 1.25 should be used in accordance with ASCE 7-05, Section 11.5.1 (seismic) or Section 6.5.5 (wind) or Section 7.3.3 (snow), based on the Occupancy Category given in Table 1-1. *This includes buildings with elementary school, secondary school or day-care facilities (capacity > 250 people), etc. See Table 1604.5 of the IBC for a complete listing.*
50. On sheet S210, please provide information for the elevator area.
51. Some roof/floor members are spaced 48" and 32" on center. Please specify on the plans the Panel Span rating for the plywood at these locations.
52. On sheet S221, please investigate the need for a pad footing below the reaction of the beam on Line C (21k).
53. On sheet S221, please see the bearing wall in-line with the 6x12 on Line 1 (where the 4x8's are). That bearing wall has no footing shown below it on the foundation plan.
54. Also, what is the size of the header opposite that 6x12?
55. On sheet S230, it appears that a portion of the perimeter continuous footing is missing at Line G/F (at 4).
56. On sheet S241, please clarify the support for the 6x12 beam on Line 3 (between F and G).
57. On sheet S252, please specify the roof framing over the elevator.



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58. Regarding the structural calculations:

- a) Please revise page 9 to specify Wind Exposure C (instead of B).
- b) The floor plan sketches on the plans (AK1, etc.) don't match the plans. They appear to be rotated, mirror-images of the actual building layouts. Please revise the sketches.
- c) Also, the shear wall lengths on those various sketches don't match the foundation/framing plans. In some cases, the difference is only a few inches, but in other cases it's a few feet. Please clarify.
- d) Sheet AB5 calls for a beam that is 11.875" deep; the sketch on AK3 shows a different depth and the plans themselves show a much smaller depth. Please investigate.

- **ADDITIONAL**

- 59. For the Director's deck on sheet A2.1, please specify the surfacing material, show the slope and provide drains/overflows.
- 60. On sheet A2.5 (etc.), "FB" and "FC" floor designations are shown: How do the floor plans make it clear which one goes where?
- 61. Please provide complete information on the plans for the proposed fireplace.
- 62. Please see the following sheets for PME corrections.
- 63. To speed up the review process, note on this list (or a copy) where each correction item has been addressed, i.e., plan sheet, note or detail number, calculation page, etc.
- 64. Please indicate here if any changes have been made to the plans that are not a result of corrections from this list. If there are other changes, please briefly describe them and where they are located in the plans.  
**Have changes been made to the plans not resulting from this correction list?** Please indicate:  Yes  No
- 65. The jurisdiction has contracted with Esgil Corporation located at 9320 Chesapeake Drive, Suite 208, San Diego, California 92123; telephone number of 858/560-1468, to perform the plan review for your project. If you have any questions regarding these plan review items, please contact **Kurt Culver** at Esgil Corporation. Thank you.

Menifee 12-0731 thru 737, 740/1, 768  
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## PLUMBING AND MECHANICAL CORRECTIONS

PLAN REVIEWER: Glen Adamek

### GENERAL AND ARCHITECTURAL PME ITEMS

66. Each sheet of the plans must be signed by the person responsible for their preparation, even though there are no structural changes, before the permits are issued. Business and Professions Code. The final set of corrected drawings to be reviewed for signing and sealing just before the permits are to be issued.
67. Provide data on the proposed hazardous materials to be stored and used within each separate building. CBC 414. Present the description of the hazardous materials in a format that coincides with the material classifications found in CBC Tables 307.1(1) and 307.1(2).
- Clearly show the *types* of hazardous materials being stored or used. Provide a list of the proposed hazardous materials; include the material safety data sheets (MSDS), if applicable.
  - Clearly show the *amounts* for each type of hazardous material to be stored and in use.
  - Clearly show the *locations* in the building where each type of hazardous material is being stored or used.
  - Note: If hazardous materials are present in any amount, forward this information to the mechanical designer for design compliance with CMC Chapter 5.
68. Include, on the mechanical plans, the locations of all required smoke, fire, combination smoke and fire, or ceiling radiation dampers. Be sure to include a symbol on the symbol schedule for each damper type. CBC 716
69. Show compliance with CBC, Section 1204.1: "Interior spaces intended for human occupancy shall be provided with active or passive space-heating systems capable of maintaining a minimum indoor temperature of 68°F. at a point 3 feet above the floor on the design heating day. Show compliance with CBC, Section 1204.1: "Interior spaces intended for human occupancy shall be provided with active or passive space-heating systems capable of maintaining a minimum indoor temperature of 68°F. at a point 3 feet above the floor on the design heating day. As per the International Building Code, Code and Commentary book: "Heating facilities are required for comfort in all new construction. The systems may be either active (such as forced-air furnace) or passive (such as solar systems), as long as the specified performance is achieved. ... The exception recognizes that not all interior spaces are associated with human comfort by the nature of their uses, such as commercial cooler or freezer. These and similar spaces would not require heating systems."
70. Corridors shall not serve as supply, return, exhaust, relief or ventilation air ducts, as per CBC, Section 1017.4.

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71. Please provide complete construction drawings for plan review and to issue permits. Notes on the drawings state: "Not For Construction"
72. Sheet P0.1 is missing from the plan package.
73. The mechanical sheets in the plan package do not match the list of mechanical sheets in the Sheet Index on sheet T1. The some sheet numbers or different, some sheets are missing from the plans and some of the sheets provided are not listed in the Sheet Index. Please correct to agree.
74. Please provide complete plans and details for the proposed Fireplace shown in building B.
75. Clearly show the locations of the elevator equipment (elevator equipment room) in building A and building E.
76. Provide the required independent ventilation for the elevator equipment room to prevent the overheating of the electrical equipment. CBC Section 3006.2
77. Please correct the drawings to show the required 42 inch tall "Guards" (guard rails) as per IBC, Section 1013.5: "Where appliances, equipment, fans, roof hatch openings or other components that require service are located within 10 feet of a roof edge or open side of a walking surface..."

**PLUMBING (2010 CALIFORNIA PLUMBING CODE)**

78. Provide a plumbing material schedule on the plans describing the following systems: Potable water piping, the drain, waste, and vent piping, gas piping, and the roof drains.
79. Sheet P1.0 does not include construction details and drawings for the site plumbing systems. Provide the site plumbing plans showing the sizes and locations of the gas meters and water meter; and the sizes, routes, and slopes of the building sewer, storm drainage system, site gas lines, and site water lines.
80. Identify the extent of the private sewer, water, and gas systems on the plumbing site plan. Clearly specify, on the plans, which City Department is responsible for the permitting, plan check, and inspections for the private utility systems. If private, the responsibility of the City Building Department, and under the Uniform Plumbing Code, provide complete civil site utility plans for plan check, or obtain a separate permit from the City for the civil site plans.
81. Please show the upstream sewer manhole rim and finished floor elevations. Provide backwater valves for all fixtures installed on floor levels below the next upstream manhole rim elevation. (Only fixtures installed on floor levels below the next upstream manhole rim elevation may flow through a backwater valve.)  
UPC 710.1

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82. Please provide plumbing fixture and plumbing equipment schedules for all proposed plumbing fixture and plumbing equipment.
83. Please provide complete water line sizing calculations and plans that agree. : Include the water pressure, pressure loss calculations, water demands, and the developed pipe lengths. UPC 610.0 or Appendix 'A'. Please address the following:
- Show the sizes and locations of the separate water meter for each separate building as per the water line sizing calculations on sheet P0.2. Also, developed pipe lengths and elevation pressure losses will be reviewed when water meter locations are provided.
  - Show the minimum and maximum water pressure supplied to each of the separate public water meters. Pressure regulators may be required and pressure losses were not included in the water line sizing calculations for pressure regulators.
  - Please provide cut-sheet and callout data on the drawing for the proposed flush valve water closets. Many flush valve water closets require more than the 25 psi used in the water line sizing calculations to operate.
  - Note, the allowed GPM and velocity values do not seem to match the values in CPC, Chart A-4 for copper tubing. The allowed GPM and velocity values for each separate pipe size for each separate building water system will be reviewed when the water piping material is clearly shown.
  - A complete review of the water sizing calculations and plans will be done when the complete corrected water sizing calculations and plans are provided.
84. Describe the method of compliance for temperature limitations for the public use lavatories (limited to 110 degrees). Note: The water heater thermostat may not be used for compliance with this Code section. CPC 413. Energy Standards 413(C)3.
85. Hot water recirculating loop systems requirements (Not single family homes): Detail the following:
- The installation of an air release valve on the inlet side of the recirculation pump, within 4' of the pump.
  - A check valve is required between the recirculating pump and the water heating equipment to prevent the hot water from flowing backwards through the recirculation loop.
  - A check valve is required on the cold water supply line between the hot water system and the next closest tee on the cold water supply line. (See CPC 608.3 for expansion tank requirements.)

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86. All water closet seats, except those within dwelling units, shall be of the open front type or have an automatic seat cover dispenser, as per UPC, Section 408.2.2.
87. Floors shall slope to the floor drain(s) location(s). Please detail on the architectural floor plans. UPC 411.4
88. Show 1/4 inch per 12 inch slope on drain and waste lines. UPC Section 708.0
89. Provide gas line plans and calculations, showing gas pressures, piping types, pipe lengths, gas demands and pipe sizing method used. UPC Section 1217.0.
90. Please correct the sizing of the horizontal rainwater piping for the 4 inches per hour rainfall rate as per the City of Menfee.

**MECHANICAL (2010 CALIFORNIA MECHANICAL CODE)**

91. Review with the architect the locations that require (fire/ceiling radiation/or fire/smoke) damper and/or shaft protection and identify installations on the mechanical plans themselves.
92. Building B is shown to have a Fireplace. If a Pre Fab Fireplace is to be used please provide cut-sheets, listing data and installation instructions for the proposed unit.
93. Correct the MECH-3C forms for the study rooms and classrooms, including the occupant load calculations for the required ventilation rates for outside air.
94. Please provide outside air amounts for each of the HVAC units as per the requirements on the MECH-3C forms.
95. Provide smoke detection in the supply air duct of an "air-moving system" for required shut-off of equipment for smoke control. UMC Section 609.0 An "air-moving system" is a system designed to provide heating, cooling, or ventilation in which one or more air-handling units are used to supply air to a common space or to draw air from a common plenum or space. UMC Section 203.0
96. Buildings of more than 15' in height shall have an inside means of access that meets the design requirements of UMC 904.10.3.3. Please provide. City approval for use of an outside ladder is required.

**Note:** If you have any questions regarding this Plumbing and Mechanical plan review list please contact Glen Adamek at (858) 560-1468. To speed the review process, note on this list (or a copy) where the corrected items have been addressed on the plans.

Menifee 12-0731 thru 737, 740/1, 768  
April 20, 2012

## ELECTRICAL and ENERGY COMMENTS

PLAN REVIEWER: Eric Jensen

### ELECTRICAL (2010 CALIFORNIA ELECTRICAL CODE)

97. The licensed designer must stamp and sign the approved set of the plans.
98. The City of Menifee has adopted an ordinance (2009-24) that restricts the types, style, and amount of outdoor lighting that may be installed for commercial and multifamily residential projects. As part of your plan submittal, include all outdoor lighting fixture locations and a description of each fixture type, including manufacturers' catalog cut sheets. This design is unique in that the ordinance was drafted prior to the widespread availability of LED site lighting which is shown to be used for this project. The lumen level, however, of the fixtures exceed the allowable amounts in the ordinance for non-LED lighting (4050 lumens versus 5562 lumens (lamp). Due to the new style of lamp, you may want to review with the City if their ordinance remains in place or is being modified.
99. Include a structural pole base detail for the site lighting.
100. I see the Notes as to what buildings parts are what buildings (sheet E1.1) however they do not have common structural footing design. Include the bonding design of the various building sections that results in a common (to the building) ground plane.
101. The main electric Room "D":
  - a) Clearances to comply with CEC 110.26(A)(1) and 110.26(C)(2). Review the one door versus two door requirements.
  - b) Door swing out from the room and equipped with panic hardware. (Include the proper design on the architectural sheets, as well).
102. GFCI protection is required for all receptacle outlets installed within 6' of the edge of a sink. Please add in the classroom locations, where required.
103. How is the electrical room in building "E" (E112) ventilated such as to dissipate the heat generated by the 300 KVA transformer? (Review all electrical rooms containing transformers for adequate ventilation).
104. Explain the feeder conduit/conductor sizing and the lack of voltage drop considerations on the single line diagram. For example, the ball field feeder is approximately 1,000 feet long (to the jump off point, not including the branch circuits to the pole lights) yet the 150 ampere circuit will require 1/0 conductors which will barely fit interior of a 1 1/2" specified conduit?

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105. Include voltage drop calculations for the site branch circuit lighting circuits (No. 12 branch circuit conductor sizing?). Be sure to provide a site lighting schedule, there are unnamed fixture types shown on the site layouts.
106. Include a duct bank description for the various feeders from the 3,000 ampere distribution board. Duct bank to include sections with conduit sizing, number, placement, and depth. Review relative location to buildings, footings, etc.
107. Missing exit sign, building "B", second level, The exit sign and egress lighting design for building DE, second floor.

**ENERGY CONSERVATION**

108. Include the window energy specifications onto the architectural sheet "A10.2". (Window schedule).
109. Provide an LTG design for each (building) permit number.

**Note:** If you have any questions regarding this Electrical and Energy plan review list please contact Eric Jensen at (858) 560-1468. To speed the review process, note on this list (or a copy) where the corrected items have been addressed on the plans.

STAMP

Menifee 12-0731 thru 737, 740/1, 768  
 April 20, 2012

**DISABLED ACCESS REVIEW LIST**  
**DEPARTMENT OF STATE ARCHITECT**  
**TITLE 24**

The following disabled access items are taken from the 2010 edition of California Building Code, Title 24. Per Section 1.9.1, all publicly and privately funded public accommodations and commercial facilities shall be accessible to persons with disabilities.

NOTE: All Figures and Tables referenced in this checklist are printed in the California Building Code, Title 24.

• **WALKS AND SIDEWALKS**

1. Walks along an accessible route of travel are required to be  $\geq 48"$  minimum in width and have slip resistant surfaces, per Section 1133B.7.
  - a) The "Legend" on sheet A1.0 calls for 42" wide walks. Please revise.
2. Show that a 36" wide detectable warning material is provided at boundaries between walkways and vehicular ways. Section 1133B.8.5.

• **STAIRWAYS AND HANDRAILS**

3. At stairs, the handrail on at least one side must be straight (no 90-degree or 180-degree bends). Please check the plans. Section 1133B.4. See 1/A3.6 (Bldg. B), etc.

• **DOORS**

4. Show on the plans the required 18" strike-side clearance at Door B102, etc.

• **SIGNAGE**

5. Per Section 1011.3, tactile exit signs shall be required at the following locations:
  - a) Wherever basic CBC provisions require exit signs from a room or area to a corridor or hallway. The tactile exit sign shall have the words, "EXIT ROUTE."
  - b) Each grade-level exit door. The tactile exit sign shall have the word, "EXIT."
  - c) Each exit door that leads directly to a grade-level exterior exit by means of a stairway or ramp. The tactile exit sign shall have the following words as appropriate:
    - i) "EXIT STAIR DOWN."
6. Where permanent identification is provided for rooms and spaces, raised letters shall also be provided and shall be accompanied by Braille. Section 1117B.5.



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April 20, 2012

7. Provide a note on the plans stating that the signage requirements of Section 1117B.5 will be satisfied.

• ALARMS

8. Per Sections 907.9.1, 1114B.2.2 and 1007.9, when emergency warning systems or fire alarms are provided, there shall also be approved notification appliances for the hearing impaired, installed in accordance with national standards in the following areas:

- i) Classrooms.
- ii) Restrooms
- iii) Corridors
- iv) Multipurpose rooms.
- v) Occupied rooms where ambient noise impairs hearing of the fire alarm
- vi) Lobbies
- vii) Meeting rooms

9. Provide a note on the plans stating that the audible and visual alarms will comply with the provisions of Title 24 Section 907.

End

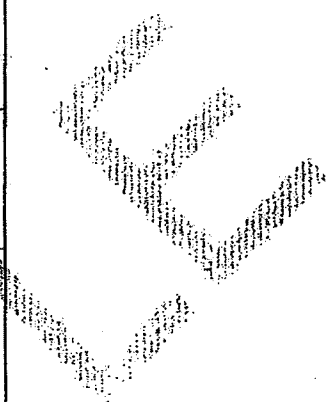
# ESGIL CORPORATION

P.O. BOX 420667  
SAN DIEGO, CA 92142  
(858) 560-1468

<u>INVOICE FOR SERVICES</u>		DATE _____
TO: City of Moreno Valley Building & Safety Division 14177 Frederick Street P.O. Box 88005 Moreno Valley, CA 92552		Our Invoice No.: _____  P.O. No.: _____
INVOICE PERIOD: From _____ thru _____		
This invoice is for the following Described work:  (see attached list)		
Amount of Invoice _____  Submitted by: _____ ESGIL CORPORATION		
Approved by: _____		
Invoice payment is 25 calendar days net. Thank you for your business.		

Attachment: Exhibit A - Esgil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

SERVICES FOR: CITY OF: Moreno Valley COUNTY OF:		ESGIL CORPORATION 9320 CHESAPEAKE DR. #208 SAN DIEGO, CA 92123 (858) 560-1468			INVOICE No: 03122891 P.O. No.: FROM: 3-1-12 THRU: 3-31-12			
PLAN CHECK NO.	USE	TYPE	VALUE	PLAN CHECK FEE/ HOURS CHARGED	ESGIL SERVICE FEE	DATE PLANS RECD	DATE 1ST CHECK COMPLETED	WORK DAYS
####					-	TU 3/20	TU 3/27	#
	Job Address							
			TOTAL AMOUNT INVOICED					



Attachment: Exhibit A - Esgil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

**KURT CULVER, S.E.**  
**PRESIDENT, ESGIL CORPORATION**

*Kurt Culver was formerly the Research Engineer with the City of San Diego Building Inspection Department. His responsibilities included supervision and training of plan check engineers, along with researching complex code issues to develop department policies.*

*As President of Esgil Corporation, Kurt has the responsibility of overseeing the day-to-day management of the office operation. This duty includes previewing all plans received, assignment of plans based on complexity and workload, consulting with the plan check engineers and reviewing their finished product. He serves as a liaison with clients from government agencies to handle requests. He is also responsible for the continuing program of providing technical training to staff.*

*Kurt has a Bachelor of Science degree (Civil Engineering) from San Diego State University and is both a licensed Civil Engineer and licensed Structural Engineer in Nevada and California. He has twenty-nine years experience in the interpretation and application of regulatory requirements contained in the building code.*

*Kurt is active in the Structural Engineers Association of California having served as the Treasurer and Secretary for the Board of Director in San Diego, as the Chairman of the Membership Committee. He is currently serving on the Code Committee.*

*Kurt also has I.C.C. Certification as a Plans Examiner. He has his teaching credentials in the Community College system where he taught building code classes for many years.*

*Kurt is completing his twenty-fifth year with Esgil Corporation, during which time he has successfully demonstrated his ability to apply his technical leadership and management skills to the benefit of the public and the clients served by Esgil Corporation.*

CHUCK MENDENHALL, S.E.  
VICE-PRESIDENT, ESGIL CORPORATION

*Chuck Mendenhall was formerly a Senior Structural Engineer with the County of San Diego Department of Planning and Land Use. He has over 30 years of continuous regulatory experience in the building inspection and plan check areas. His responsibilities include supervision and training of plan check engineers, field inspectors and advising field inspectors and plan check staff on complex or unusual design or construction problems. He also served as Chief of the El Cajon branch of Planning and Land Use Department, wherein he managed a staff of 30 planning and inspection personnel responsible for serving East San Diego County.*

*He has served in progressively more responsible positions starting with the San Diego County Building Department in 1971 as a Junior Civil Engineer and progressing through Assistant Structural Engineer, Associate Structural Engineer and ultimately Senior Structural Engineer. During this progression period he served one year as an Associate Civil Engineer with the San Diego County Department of Sanitation and Flood Control in charge of contract administering and inspection of capital improvement projects. He is thoroughly experienced in all aspects of plan review including residential, commercial and industrial structures.*

*Chuck matriculated at San Diego State University and has a Bachelor of Science Degree and Master of Science Degree in Civil Engineering. He is a licensed Professional Engineer (Civil and Structural) in Nevada and California, a licensed I.C.C. Building Inspector, Plans Examiner and Electrical Inspector and has his Teaching Credential in the Community College system where he has taught structural design review courses for engineers.*

*He has demonstrated his ability to effectively and efficiently perform both high level technical and management duties in a large regulatory department.*

**RICHARD ESGATE**  
**CFO / BOARD CHAIRMAN**

Richard Esgate is the CFO and Board Chairman for Esgil Corporation, which provides Building Department Services to 135 cities and counties. Richard is the Building Official for the Cities of Poway and Santee.

Richard has a Bachelor of Science degree from Cal Poly and is a Professional Engineer (Civil).

Richard Esgate has served as the Deputy Director of the County of San Diego Department of Planning and Land Use. He was responsible for the day-to-day management of the 120 staff division composed of the County building inspection function and portions of the County regulatory planning process. Land development operations were conducted in three high capability service delivery centers. Work elements included counter operations, building plan checking operations, field inspection operations, zoning enforcement, minor subdivision processing and receiving all land development applications.

Richard also served in the former County Engineer Department, the former Building Inspection Department and the Department of Sanitation and Flood Control. He has high level management experience in surveying, materials testing, contract management and road construction; in the field, office and plan checking functions of the building department and regulatory planning processes; and in the planning, budgeting and facility maintenance of the San Diego County Flood Control District.

Richard has served on numerous high level task forces where his knowledge and regulatory management skills contributed to improving the government function. He is a highly experienced regulatory services manager.

## ESGIL CORPORATION

9320 Chesapeake Drive #208 San Diego, CA 92123  
 PH: (858) 560-1468 / (800) 983-7445 FAX: (858) 560-1576  
web: www.esgil.com / e-mail: mail@esgil.com

### STAFF QUALIFICATIONS

**RICHARD ESGATE, P.E.**  
 Civil Engineer

41 years building inspection department experience.  
 Former Deputy Director of the 120 staff San Diego County Building Inspection Division.  
 California CE# C19792

**KURT CULVER, P.E., S.E.**  
 Civil & Structural Engineer

31 years building inspection department experience.  
 Former Plan Review Civil and Structural Engineer for San Diego City Building Inspection Department.  
 I.C.C. Certified Building Official.  
 I.C.C. Certified Plans Examiner.  
 Nevada PE/SE# 9272  
 California SE# S3242  
 California CE# C34525

**CHUCK MENDENHALL, P.E., S.E.**  
 Civil & Structural Engineer, BSCE,  
 MSCE

37 years building inspection department experience  
 Former Senior Structural Engineer in the San Diego County Building Inspection Plan Review Division  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Electrical Inspector  
 I.C.C. Certified Plans Examiner  
 Nevada PE/SE# 019283  
 California SE# S3828  
 California CE# S24904

**GLEN ADAMEK**  
 Mechanical Engineer; BSME

34 years building inspection department experience  
 Former Building Inspector and Plan Review Engineer, San Diego County Building Inspection Department  
 U.P.C. Certified Plumbing Inspector  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Mechanical Inspector  
 I.C.C. Certified Plans Examiner  
 CBCI Certified Energy Plans Examiner; Residential and Non-residential

**MARK BEAUCHAMP**  
 Bldg Safety Services Manager  
 Plans Examiner

35 years building department experience  
 Former Building Official for the City of Vista and City of Pico Rivera  
 State Certified California Access Specialist (CASp-047)  
 C.A.B.O. Certified Building Official  
 I.C.C. Certified Building Official  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Combination Inspector  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Electrical Inspector  
 I.C.C. Certified Plumbing Inspector  
 I.C.C. Certified Mechanical Inspector

Attachment "E"

# ESGIL CORPORATION

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web: www.esgil.com / e-mail: mail@esgil.com

## STAFF QUALIFICATIONS

<p><b>WILLIAM ELIZARRARAS</b>            Plans Examiner / Building Inspector</p>	<p>22 years building department experience            Former Plans Examiner for San Diego County Building Department            10 years private sector construction experience            I.C.C. Certified Building Inspector            I.C.C. Certified Plumbing Inspector            I.C.C. Certified Mechanical Inspector            I.C.C. Certified Plans Examiner</p>
<p><b>RAY FULLER</b>            Plans Examiner / Building Inspector</p>	<p>22 years building department experience            Former Plans Examiner for San Diego County Building Department            I.C.C. Certified Plans Examiner            I.C.C. Certified Mechanical Inspector            I.C.C. Certified Fire Code Inspector</p>
<p><b>AARON GOODMAN, C.B.O.</b>            Plans Examiner / Building Inspector</p>	<p>36 years building department experience            I.C.C. / C.A.B.O. Certified Building Official            I.C.C. Certified Building Plans Examiner            I.C.C. Certified Mechanical Plans Examiner            I.C.C. Certified Electrical Plans Examiner            I.C.C. Certified Fire Plans Examiner            I.C.C. Certified Plumbing Plans Examiner            I.C.C. Combination Plans Examiner            I.C.C. Certified Fire Inspector I &amp; II            I.C.C. Certified Building Inspector</p>
<p><b>ERIC JENSEN</b>            Plans Examiner / Building Inspector</p>	<p>22 years building department experience            Former Chief Electrical Inspector, County of San Diego            10 years Foreman Electrician            B.S. Degree San Diego State University            16 years Palomar College, Electrical Code Instructor            I.C.C. Certified Plans Examiner            I.C.C. Certified Plumbing Inspector            I.C.C. Certified Mechanical Inspector            I.C.C. Certified Electrical Inspector            L.E.E.D., Green Associate Certified            C.A.B.E.C. Certified Energy Plans Examiner</p>
<p><b>TRISH JOHNSON</b>            Plans Examiner / Building Inspector</p>	<p>20 years building department experience            I.C.C. Certified Plumbing Inspector            I.C.C. Accessibility Inspector / Plans Examiner            I.C.C. Certified Plans Examiner            I.C.C. Permit Technician            I.C.C. Building Inspector            I.C.C. Mechanical Inspector</p>



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### STAFF QUALIFICATIONS

**JIM LAWLER**

Plans Examiner / Building Inspector

28 years building department experience  
 I.C.C. Certified Building Official  
 I.C.C. Certified Building Plans Examiner UBC  
 I.C.C. Certified Building Inspector UBC  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Combination Inspector – Uniform Codes  
 I.C.C. Certified Electrical Inspector  
 I.C.C. Certified Mechanical Inspector  
 I.C.C. Certified Plumbing Inspector

**JOHN LE VEY**

Field Supervisor  
 Building Inspector

14 years building department experience  
 20 years private sector construction experience  
 10 years (certified) mechanical experience  
 16 years state licensed plumbing contractor, HER's Certified  
 I.C.C. Certified Combination Inspector  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Electrical Inspector  
 I.C.C. Certified Plumbing Inspector  
 I.C.C. Certified Mechanical Inspector  
 I.C.C. Certified Plans Examiner

**DOUG MOODY**

Plans Examiner / Building Inspector

10 years plan review experience  
 19 years private sector construction experience  
 State Certified California Access Specialist (CASp-042)  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Electrical Inspector  
 I.C.C. Certified Plumbing Inspector  
 I.C.C. Certified Mechanical Inspector  
 I.C.C. Certified Combination Inspector  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Building Official

**ELETTE NASH**

Plans Examiner / Building Inspector

25 years building department experience  
 15 years building inspection experience  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Residential Combination Inspector  
 I.C.C. Certified Fire Inspector I & II

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web: www.esgil.com / e-mail: mail@esgil.com

### STAFF QUALIFICATIONS

**ALI SADRE, P.E., S.E.**  
 Civil & Structural Engineer

25 years plan review experience, former Plan Review Engineer for San Diego City Building Inspection Department.  
 Masters Degree in Structures, Georgia Tech  
 I.C.C. Certified Building Inspector  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Residential Combination Inspector  
 California SE# S3715  
 California PE# C42877  
 Former Chair of the Structural Engineers Assoc. of Ca (SEAOC) Seismology Committee; President of Structural Engineers Assoc. of San Diego (SEAOSD) 2009-2010; Ca Seismic Safety Commission Member 2007-2011; SEAOC Board Member 2007-2011; Ca Hospital Seismic Safety Board (HSSB); Strong Motion Instrumentation Program (SMIP); City of San Diego Board of Appeals Chairman 2007-2011

**STEVE SANDERS**  
 Plans Examiner / Building Inspector

25 years building inspector experience  
 I.C.C. Certified Plans Examiner  
 I.C.C. Certified Building Inspector

**ADRIAN SILVA**  
 Electrical Engineer / Plans Examiner

5 years plan review experience, former Plan Review Engineer for the City of San Diego Development Services Department  
 I.C.C. Certified Plans Examiner

**DAVID YAO, P.E.**  
 Civil Engineer

28 years building inspection plan review experience, former Plan Review Engineer for the County of Salt Lake, Utah.  
 I.C.C. Certified Building Inspector  
 I.C.C. Plumbing Inspector  
 I.C.C. Fire Code  
 I.C.C. Special Inspector Masonry  
 I.C.C. Certified Plans Examiner  
 7 years of private sector design experience  
 California PE# C35702

Esgil Corporation does not perform work for the private sector. Limiting our clients to government entities completely avoids any conflict of interest situation.

The above listed staff are Esgil employees. Esgil Corporation does not use "moonlight employees", nor does Esgil Corporation permit its employees to hold outside employment that could result in a conflict of interest.

It should be noted that many of Esgil Corporation's plan review staff have served at the highest levels in building inspection departments and have the needed expertise and knowledge to properly interpret the complex regulations contained in the mandated



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2012

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

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

<b>PRODUCER</b> Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. 0A99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE</b> (A/C No. Ext): 619-234-6848	<b>FAX</b> (A/C No.): 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavignac.com		
<b>PRODUCER CUSTOMER ID#:</b> BSGIL-1		
<b>INSURED</b> EsGil Corporation 9320 Chesapeake Drive, #208 San Diego, CA 92123 United States	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> TRAVELERS PROP CAS CO OF AMER	
	<b>INSURER B:</b> BEAZLEY INS CO INC	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES** CERTIFICATE NUMBER: 182175 REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Separation of Insureds <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	6801052T972	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 0
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA6663M034	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	LB0675T169	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liability</b>		V15W0K110601	9/1/2011	9/1/2012	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured coverage applies to General Liability for City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents per policy form. Prof. Liab. - Claims made, defense costs included within limit.

<b>CERTIFICATE HOLDER</b> City of Moreno Valley P.O. Box 88005 Moreno Valley, CA 92552-0805 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jeffrey W. Cavignac
---	---

Attachment: Exhibit A - EsGil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

POLICY NUMBER: 6801052T972

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# EsGil Corporation

*In Partnership with Government for Building Safety*

## CLIENT REFERENCE SHEET

THE FOLLOWING IS A LIST OF SOME OF OUR CLIENTS. THESE INDIVIDUALS COULD HELP YOU EVALUATE THE ADVANTAGES OF OUR SERVICES.

CITY OF CARLSBAD MR. WILL FOSS BUILDING OFFICIAL 1635 FARADAY AVE. CARLSBAD, CA 92008	(760) 602-2700	CITY OF LEMON GROVE MS. CAROL DICK DIRECTOR, COMMUNITY DEV. 3232 MAIN STREET LEMON GROVE, CA 91945	(619) 825-3800
CALIFORNIA STATE UNIV. OFFICE OF THE CHANCELLOR MR. THOMAS KENNEDY, CHIEF 401 GOLDEN SHORE, 5 <sup>TH</sup> FLOOR LONG BEACH, CA 90802	(562) 951-4590	NATIONAL CITY MR. LUIS SAINZ BUILDING OFFICIAL 1243 NATIONAL CITY BLVD. NATIONAL CITY, CA 91950	(619) 336-4210
CITY OF CORONADO MR. DAVE CALVANI BUILDING OFFICIAL 1825 STRAND WAY CORONADO, CA 92118	(619) 522-7331	CITY OF PALM SPRINGS MR. TERRY TATUM BUILDING OFFICIAL 3200 E. TAHQUITZ CANYON WAY PALM SPRINGS, CA 92262	(760) 323-8242
CITY OF COVINA MR. KYLE RANDALL BUILDING OFFICIAL 125 E. COLLEGE STREET COVINA, CA 91723	(626) 858-7236	CITY OF POWAY MR. ROBERT MANIS DIRECTOR OF DEVELOPMENT SVCS 13325 CIVIC CENTER DRIVE POWAY, CA 92064	(858) 695-4289
CITY OF DEL MAR MS. KATHLEEN A. GARCIA COMMUNITY DEV. DIRECTOR 1050 CAMINO DEL MAR DEL MAR, CA 92014	(858) 755-9313	CITY OF SAN CLEMENTE MR. MIKE JORGENSON BUILDING OFFICIAL 910 CALLE NEGOCIO, STE. 100 SAN CLEMENTE, CA 92673	(949) 361-6170
CITY OF ENCINITAS MR. PATRICK MURPHY PLANNING DIRECTOR 505 S. VULCAN AVE. ENCINITAS, CA 92024-3633	(760) 633-2730	SAN DIEGO COUNTY MR. JEFF REDLITZ ARCHITECT, GENERAL SERVICES 5555 OVERLAND AVE. #2208 SAN DIEGO, CA 92123-1294	(858) 694-8834
CITY OF HEMET MR. COLIN McNIE BUILDING OFFICIAL 445 E. FLORIDA AVE. HEMET, CA 92543-4209	(951) 765-2475	CITY OF SANTEE MR. PEDRO ORSO-DEL GADO DEV. SERVICES DIRECTOR 10601 MAGNOLIA AVE. SANTEE, CA 92071-1266	(619) 258-4100
IMPERIAL COUNTY MR. ARMANDO VILLA DEV. SERVICES DIRECTOR 801 MAIN STREET EL CENTRO, CA 92243	(760) 482-4236	CITY OF SOLANA BEACH MOHAMMAD SAMMAK, P.E. DIRECTOR OF ENGINEERING 635 SOUTH HIGHWAY 101 SOLANA BEACH, CA 92075	(858) 720-2440

Attachment "G"



# City of Avalon

## Santa Catalina Island

April 27, 2012

Re: EsGil Corporation Services

To Whom It May Concern:

As the Building Official, Building Inspector and Code Enforcement Officer for the City of Avalon, I wear many hats to manage, regulate and ensure the safety and well-being of the community. EsGil Corporation has allowed me to maintain efficient plan reviews and meet required deadlines with limited resources. Their staff of highly-qualified and experienced professionals offer a broad range of disciplines, providing thorough and comprehensive plan reviews.

Since 2008, the Avalon Building Department has used EsGil Corporation for on-call building plan review and inspection services; we look forward to continuing this relationship.

If you have any questions or would like additional information regarding our experience with EsGil and their staff, please feel free to contact me at the phone number or e-mail listed below.

Regards,

Bryan P Zuppiger, CBO  
 Building Official  
[bzuppiger@cityofavalon.com](mailto:bzuppiger@cityofavalon.com)  
 Ph: (310) 510-0220

<b>Administration/ Public Works</b> P.O. Box 707 Avalon, CA 90704 310 510-0220 Fax 310 510-0901	<b>Finance</b> P.O. Box 707 Avalon, CA 90704 310 510-0220 Fax 310 510-0765	<b>Harbor Department</b> P.O. Box 1085 Avalon, CA 90704 310 510-0535 Fax 310 510-2640	<b>Fire Department</b> P.O. Box 707 Avalon, CA 90704 310 510-0203 Fax 310 510-00104	<b>Recreation Department</b> P.O. Box 1980 Avalon, CA 90704 310 510-1987 Fax 310 510-9528	<b>Planning/Building Capital Improvements</b> P.O. Box 707 Avalon, CA 90704 310 510-0220 Fax 310 510-2608
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Attachment "H"



CITY OF  
**CARLSBAD**

Community & Economic Development

[www.carlsbadca.gov](http://www.carlsbadca.gov)

April 25, 2012

Re: Reference Letter for EsGil Corporation

To Whom It May Concern:

For over thirty years, EsGil has provided building plan review services for the Carlsbad Building Department. Their company and staff have a respected working history with Carlsbad, assuring that the goals of our department are achieved and the needs of the City are met.

As a coastal city, urban development and environmental regulations in Carlsbad have changed significantly during that time, creating unique challenges for myself and the City staff. As our relationship with EsGil has evolved, so has our ability to meet those challenges. We've built a long-term partnership, providing our community with a service standard of quality, efficiency and integrity.

Please feel free to contact me at 760-602-2716 if you require any additional information regarding our experience with their services.

Sincerely,

A handwritten signature in black ink that reads "Will Foss".

Will Foss  
Building Official  
[Will.Foss@carlsbadca.gov](mailto:Will.Foss@carlsbadca.gov)

WF:jh



Building Division

1635 Faraday Avenue, Carlsbad, CA 92008-7314 T 760-602-2700 F 760-602-8560

**CITY OF CORONADO**  
COMMUNITY DEVELOPMENT

1825 STRAND WAY  
CORONADO, CALIFORNIA 92118  
WWW.CORONADO.CA.US

April 25, 2012

CITY HALL  
PHONE: (619) 522-7328  
FAX: (619) 522-2418

Re: EsGil Corporation – Letter of Recommendation

To Whom It May Concern:

I am writing to provide a reference for EsGil Corporation and to describe the quality of services received by their company and their staff.

EsGil has provided building plan review services to the City of Coronado since 1981, with inspection and counter services beginning in 2009. They've been a valuable resource in meeting our Building Department needs.

The City of Coronado staff strives to provide our community with a complete package of quality, accountable and excellent customer service, while meeting required deadlines and turn-around times. Our long lasting relationship with the EsGil team is due to their proven track record of efficiency, consistency and flexibility.

I would highly recommend using EsGil and their staff as a Building and Safety resource for your community.

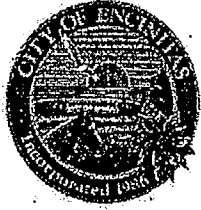
Thank you,



Dave Calvani,  
Senior Building Inspector,  
City of Coronado

[dcalvani@coronado.ca.us](mailto:dcalvani@coronado.ca.us)  
Ph: (619) 522-2411





*City of Encinitas*  
 Planning and Building Department  
 Current Planning Division  
 505 S. Vulcan Avenue, Encinitas, California 92024-3633

August 2, 2010

Richard Esgate  
 EsGil Corporation  
 9320 Chesapeake Drive, Suite 208  
 San Diego, CA 92123

Subject: Letter of Reference

Dear Mr. Esgate:

EsGil Corporation has continually provided full building services for the City of Encinitas since incorporation, 1987. The services you provide are seamless; the customer typically considers EsGil employees as City employees. EsGil staff work well with the various development services departments. They are very responsive to issues, and services are provided in a very expedient manner.

The comments we receive from our customers (via customer comment cards) regarding building services consistently rate the Building Division services as exceptional in all of our categories – availability, courtesy, helpfulness and knowledge. We have been monitoring customer comments for multiple years, and the City's Building Division is one of the top rated divisions for receiving exceptional service scores. You often make the City look good.

The timeliness of plan checks and inspections is greatly appreciated by our customers. You consistently meet your contractual performance measures, which is an example for all City departments to follow.

The overall management of the EsGil employees and the Building Division is also worth noting. Any change of staffing has been efficient and without impact to services. Staffing levels are typically adjusted to keep pace with either an increase or decrease in workload. I have personally worked with EsGil through two periods where development activity dropped significantly (early 1990's and 2009/10), and EsGil's performance through these periods has been well received by the Council, management and the public. You continued to provide the City with needed services.

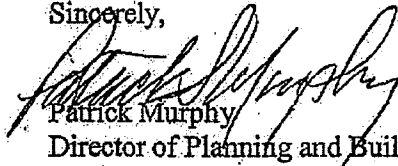
I have also received commendation from the building industry regarding EsGil's performance. Over the past several years with Encinitas, I have had the pleasure of meeting multiple times with building industry representatives over a variety of issues. When discussing the City's

Tel: (760) 633-2710; Fax: (760) 633-2818

building services and EsGil's performance, the development community has always been pleased ... even saying "we don't want to lose EsGil." In a more formal process, the City reached out to the development community in 2003/04 to ask them "how are we doing." The consultant's report made the following comment: "Esgil and the Building [Division] received the most positive comments of all departments. Participants indicate that they provide good service – fast, predictable, precise, timely, etc."

It has been a personal pleasure working with EsGil all of these years. You have made my job easier. The City has been pleased with EsGil's services, and we hope to continue that relationship in the future. If you have any questions or need additional information, please call me (760/633-2696) or e-mail [pmurphy@cityofencinitas.org](mailto:pmurphy@cityofencinitas.org).

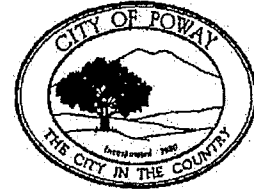
Sincerely,



Patrick Murphy  
Director of Planning and Building

# CITY OF POWAY

DON HIGGINSON, Mayor  
 CARL KRUSE, Deputy Mayor  
 MERRILEE BOYACK, Councilmember  
 JIM CUNNINGHAM, Councilmember  
 JOHN MULLIN, Councilmember



August 9, 2010

Kirk Culver  
 Chief Executive Officer  
 EsGil Corporation  
 9320 Chesapeake Drive, Suite 208  
 San Diego, CA 92123-1355

Dear Mr. Culver:

EsGil has provided building services to the City of Poway since the City incorporated 30 years ago. Your company has provided excellent consultant services without the cost to the City of an in-house building staff.

EsGil building staff members are a very much a part of the City of Poway's Development Services team. They are knowledgeable regarding California Building Codes and regulations, and they have the same local knowledge that our in-house staff members have. We truly appreciate their problem-solving attitude and the overall customer service they provide.

We are fortunate to have EsGil staff working with us. Your staff's work is professional and thorough, and I would recommend EsGil to anyone considering hiring them.

Sincerely,

DEVELOPMENT SERVICES DEPARTMENT

Robert J. Manis  
 Director of Development Services

City Hall Located at 13325 Civic Center Drive  
 Mailing Address: P.O. Box 789, Poway, California 92074-0789  
[www.poway.org](http://www.poway.org)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF San Diego ) SS

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

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

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

Proposer's Name: EsGil Corporation  
(print)

Proposer's Address: 9320 Chesapeake Dr Ste. 208  
(print) San Diego, CA 92123

Telephone No.: 858-560-1468

[Signature] (Signature of Proposer) President (Title)

All signatures must be notarized.

Attach Notary here.

Attachment: Exhibit A - EsGil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California

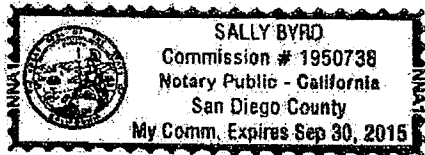
County of San Diego

Subscribed and sworn to (or affirmed) before me on this

27 day of APRIL, 2012, by  
Date Month Year

(1) \_\_\_\_\_  
Name of Signer

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



(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Sally Byrd  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 4/27/2012 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2  
Top of thumb here

**AFFIDAVIT OF NON-CONVICTION**

I hereby affirm that:

I am the PRESIDENT and the duly authorized  
(Title)

Representative of the firm of: ESGIL CORPORATION  
(Name of Corporation)

Whose address is: 9320 CHESAPEAKE DRIVE #208  
SAN DIEGO, CA 92123 And that

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

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

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

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

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

Signature:  Date: 4/27/12

Printed Name KURT CULVER Title: PRESIDENT

Name of firm: ESGIL CORPORATION

**VENDOR INFORMATION**

**A. PROPOSERS COMPANY INFORMATION (print or type)**

Company Name: ESGIL CORPORATION

Owner / Manager Name: KURT CULVER

PO Mailing Address: 9320 CHESAPEAKE DRIVE #208

City: SAN DIEGO State CA Zip 92123

Remit to Address (if different from PO mailing address) SAME AS ABOVE

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web Site: www.esgil.com

Phone Number: (858) 560-1468

Fax Number: (858) 560-1576

E-mail Address: kculver@esgil.com

Incorporated? (mark one) Yes  or No \_\_\_\_\_

Fed. Tax I.D. # or Social # 95-3444018

If not a Corporation, are you a Partnership, LLC, Individual or Joint Venture? N/A

How many years of relevant experience within the scope of this RFP? 32 YEARS

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

<u>KURT CULVER</u>	<u>PRESIDENT</u>
(Print Quoting Persons Name)	(Title)
	<u>4/30/12</u>
(Quoting Persons Signature)	(Date)

**REFERENCES**

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

1. Name of Public Agency: CITY OF TEMECULA  
 Address: 41000 MAIN STREET  
 City: TEMECULA State: CA Zip: 92590  
 Contact: MR. RICH JOHNSTON Title: BUILDING OFFICIAL  
 Telephone: (951) 694-6444 Email: rich.johnston@cityoftemecula.org  
 Service Dates: 1993 - PRESENT  
 Brief Summary of Project/Work provided: \_\_\_\_\_  
CONTRACT BUILDING DEPARTMENT PLAN REVIEW SERVICES

2. Name of Public Agency: CITY OF SAN JACINTO  
 Address: 595 S. SAN JACINTO AVE., BLDG A  
 City: SAN JACINTO State: CA Zip: 92583  
 Contact: MR. TIM HULTS Title: ACTING BUILDING OFFICIAL  
 Telephone: (951) 487-7330 Email: thults@sanjacintoca.us  
 Service Dates: 1994 - PRESENT  
 Brief Summary of Project/Work provided: \_\_\_\_\_  
CONTRACT BUILDING DEPARTMENT PLAN REVIEW SERVICES



RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

3. Name of Public Agency: CITY OF MENIFEE  
Address: 29714 HAUN ROAD  
City: MENIFEE State: CA Zip: 92586  
Contact: MR. TONY ELMO Title: BUILDING OFFICIAL  
Telephone: (951) 672-6777 Email: telmo@cityofmenifee.us  
Service Dates: 2009 - PRESENT  
Brief Summary of Project/Work provided: CONTRACT BUILDING DEPARTMENT PLAN REVIEW SERVICES

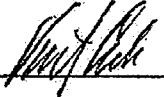
Attachment: Exhibit A - Esgil Corporation Agreement (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

## RFP BS PLAN CHECK AND INSPECTION SERVICES.doc

Insert fee proposal here and include signature page of similar information

Company Name: ESGIL CORPORATION  
 (print)

Authorized Signer: KURT CULVER  
 (print)

Signature:  Date: 4/30/12

**Proposal Requirements:**

- |  |                                       |
|--|---------------------------------------|
| F. (a) <u>Initial Plan Reviews*</u> :<br><i>(* no charge for rechecks)</i> | 80% of City-Collected Plan Check Fee  |
| F. (b) <u>Hourly Rates:</u>  | See Attached                          |
| F. (c) <u>Expedited/Accelerated Reviews:</u>                               | 1.5 Times the Plan Check / Hourly Fee |
| F. (d) <u>Inspection – Normal Hours:</u>                                   | Not Applicable                        |
| F. (e) <u>Inspection – Outside Regular Hours:</u>                          | Not Applicable                        |
| F. (f) <i>(missing)</i>  |                                       |
| F. (g) <u>Counter – Normal Hours:</u>                                      | Not Applicable                        |
| F. (h) <u>Counter – Outside Regular Hours:</u>                             | Not Applicable                        |
| F. (i) <u>Other Services:</u>  |                                       |
| - Revisions  | Based on Hourly Rates (attached)      |
| - Project Meetings ( <i>Outside Esgil Office</i> )                         | Based on Hourly Rates (attached)      |
| - Postage Fees   | Included in our Fees                  |
| - Transportation of Plans  | Included in our fees                  |

**ESGIL CORPORATION**  
**HOURLY RATES**

Supervising Structural Engineer	\$135.00
CASp Certified Access Examiner	\$120.00
LEED Certified Plans Examiner	\$120.00
Structural Engineer	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
I.C.C. Plans Examiner	\$90.00

**Note**

Rates are increased by a factor of 1.5 for overtime, and for holiday and weekend assignments.

*(Rates are subject to change yearly)*

**ADDENDA ACKNOWLEDGMENT**

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

Addendum No.: 1 Dated April 24, 2012 (received)

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Company Name: ESGIL CORPORATION

Address: 9320 CHESAPEAKE DRIVE #208

SAN DIEGO, CA 92123

Telephone No.: (858) 560-1468

Email Address: kculver@esgil.com

By: KURT CULVER  
(print)

Signature:  Date: 4/30/12

## EXHIBIT B

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$800,000 per fiscal year.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/doingbiz/biz-license.shtml>
3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
  
Accounts Payable questions can be directed to (951) 413-3073.  
  
Copies of invoices may be submitted to the Community & Economic Development Department at [susanc@moval.org](mailto:susanc@moval.org) or calls directed to (951) 413-3350.
4. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and ESGIL CORPORATION, hereinafter referred to as "Contractor." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

### RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" hereinafter referred to as "Agreement," dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as "Exhibit B."

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for one year, from June 30, 2015, to June 30, 2016, as provided for in Section 2 (C) of the Agreement.

Whereas, City desires to amend Section 2 (G) of original Agreement to conform to current City insurance requirements as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

### SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2015, to June 30, 2016.

1.2 Section 2 (G) of the Agreement is hereby amended by amending insurance requirements to those as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR 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**



FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

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

City of Moreno Valley

Esgil Corporation

By: Jesse L. Moran  
Mayor

By: [Signature]

Date: 7/20/15

Title: President  
(President or Vice President)

Date: 7/2/15

ATTEST:

By: Jane Halstead  
Jane Halstead, City Clerk, CMC  
INTERNAL USE ONLY

By: Chuck Mendenhall

APPROVED AS TO FORM:

by: [Signature]  
City Attorney

Title: VP/Corp Secretary  
(Corporate Secretary)

7-15-15  
Date

Date: 7/2/15

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head

July 15, 2015  
Date

Attachment: Exhibit B - Esgil First Amendment (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH ESGIL

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

Attachments: Exhibit A – First Amendment – Insurance Requirements

Exhibit B – Independent Contractor Agreement

Attachment: Exhibit B - Esgil First Amendment (2101 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH ESGIL

## INSURANCE REQUIREMENTS

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

### Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

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

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

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

#### **Acceptability of Insurers**

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

### Verification of Coverage

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Allen Brock, Community Development Director

**AGENDA DATE:** June 7, 2016

**TITLE:** SECOND AMENDMENT OF INDEPENDENT  
CONTRACTOR AGREEMENT WITH WILLDAN  
ENGINEERING

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the second amendment of Independent Contractor Agreement with Willdan Engineering of San Bernardino, California, to provide plan review and inspection services for the Building and Safety Division.
2. Authorize the Mayor to execute the Amendment.

### **SUMMARY**

This report recommends approval of the second amendment to the Independent Contractor Agreement with Willdan Engineering to continue providing plan review and inspection services for the Building and Safety Division.

### **DISCUSSION**

The City executed a contract for services in July 2012 with Willdan Engineering for plan review and inspection services for the Building and Safety Division. The term of the contract was for three years, with provisions for two one-year extensions, not to exceed a total contract period of five years.

On June 23, 2015, City Council approved the first amendment for a one year extension to the agreement that also included the City's latest insurance requirements.

Willdan Engineering provides as needed plan review and inspection services for the Building and Safety Division. This service is critical to providing timely service for the

City's customers with respect to project processing and development and furthering positive economic development throughout the community.

All costs associated with this agreement are fully recovered from fees paid for by the applicant. In addition, the contract includes a reduced rate for services thereby helping to control the costs of the Division and for the applicants for these necessary services.

### **ALTERNATIVES**

1. Approve the Second Amendment of Independent Contractor Agreement with Willdan Engineering to provide plan review and inspection services. *This alternative is recommended by staff.*
2. Do not approve the First Amendment of Independent Contractor Agreement with Willdan Engineering thereby leaving the Division without a contractor for plan review and inspection services requiring the need to pursue another contractor. *This alternative is not recommended by staff.*

### **FISCAL IMPACT**

The Agreement extension will not impact the General Fund as it is fully funded by recovering fees for service paid for by the applicant.

### **NOTIFICATION**

Publishing of the Agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Allen D. Brock  
Community Development Director

Department Head Approval:  
Allen D. Brock  
Community Development Director

### **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.

### **ATTACHMENTS**

1. Second Amendment to Independent Contractor Agreement-Willdan
2. Exhibit A - Willdan Engineering Agreement
3. Exhibit B - Willdan First Amendment

### **APPROVALS**

Budget Officer Approval            ✓ Approved                            5/20/16 3:59 PM



City Attorney Approval  
City Manager Approval

✓ Approved  
✓ Approved

5/23/16 9:20 AM  
5/23/16 12:21 PM

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and WILLDAN ENGINEERING, hereinafter referred to as “Contractor.” This Second Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

**RECITALS:**

Whereas, the City and Contractor entered into an Agreement entitled “INDEPENDENT CONTRACTOR AGREEMENT” hereinafter referred to as “Agreement,” dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as “Exhibit A.”

Whereas, a First Amendment to Independent Contractor Agreement was executed to extend the term of the contract one year from June 30, 2015, to June 30, 2016, attached hereto as “Exhibit B.”

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for a second and final year, from June 30, 2016, to June 30, 2017, as provided for in Section 2 (C) of the Agreement.

**SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2016, to June 30, 2017.

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR 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**

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

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

City of Moreno Valley

Willdan Engineering

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Title: \_\_\_\_\_

(President or Vice President)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INTERNAL USE ONLY

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Title: \_\_\_\_\_

(Corporate Secretary)

\_\_\_\_\_  
Date

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT**

Attachments: Exhibit A – Independent Contractor Agreement

Exhibit B – First Amendment to Independent Contractor Agreement

Attachment: Second Amendment to Independent Contractor Agreement-Willdan (2100 : SECOND AMENDMENT OF INDEPENDENT

City of Moreno Valley

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the following named independent contractor, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and

B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

### 1. CONTRACTOR INFORMATION:

Contractor's Name: Willdan Engineering

Address: 650 E. Hospitality Lane #400

City: San Bernardino State: CA Zip: 92408

Business Phone: (909) 386-0200 Fax No: (909) 888-5107

Other Contact Number: N/A

Business License Number: 19168

Federal Tax I.D. Number: 95-2295858

### 2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Payment terms are provided in Exhibit "B" attached hereto and incorporated herein by this reference.

C. The Contractor Starting Date is July 1, 2012 and the Contractor Ending Date is June 30, 2015. If mutually agreeable, the City and Contractor may extend this agreement in increments of one year, not to exceed a total contract period of five years. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's negligence, recklessness or willful misconduct in its performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- F. City Indemnification. The City agrees to indemnify, defend and save the Contractor harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims which arise from the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused by the negligent acts of the City, Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

- G. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Insurance requirements waived with Risk Manager's approval.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:



Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by first class mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by first class mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. (a) The City may terminate this Agreement without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- K. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- L. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley  
BY: [Signature]  
Mayor  
7/3/12  
Date

WILLDAN ENGINEERING  
BY: [Signature]  
TITLE: President  
(President or Vice President).  
June 20, 2012  
Date

BY: [Signature]  
TITLE: SECRETARY  
(Corporate Secretary)  
6/20/12  
Date

**INTERNAL USE ONLY**

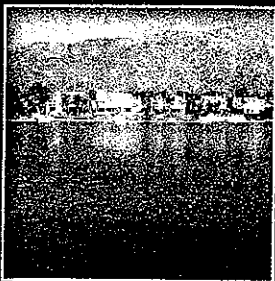
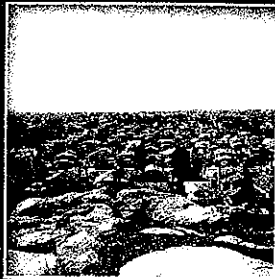
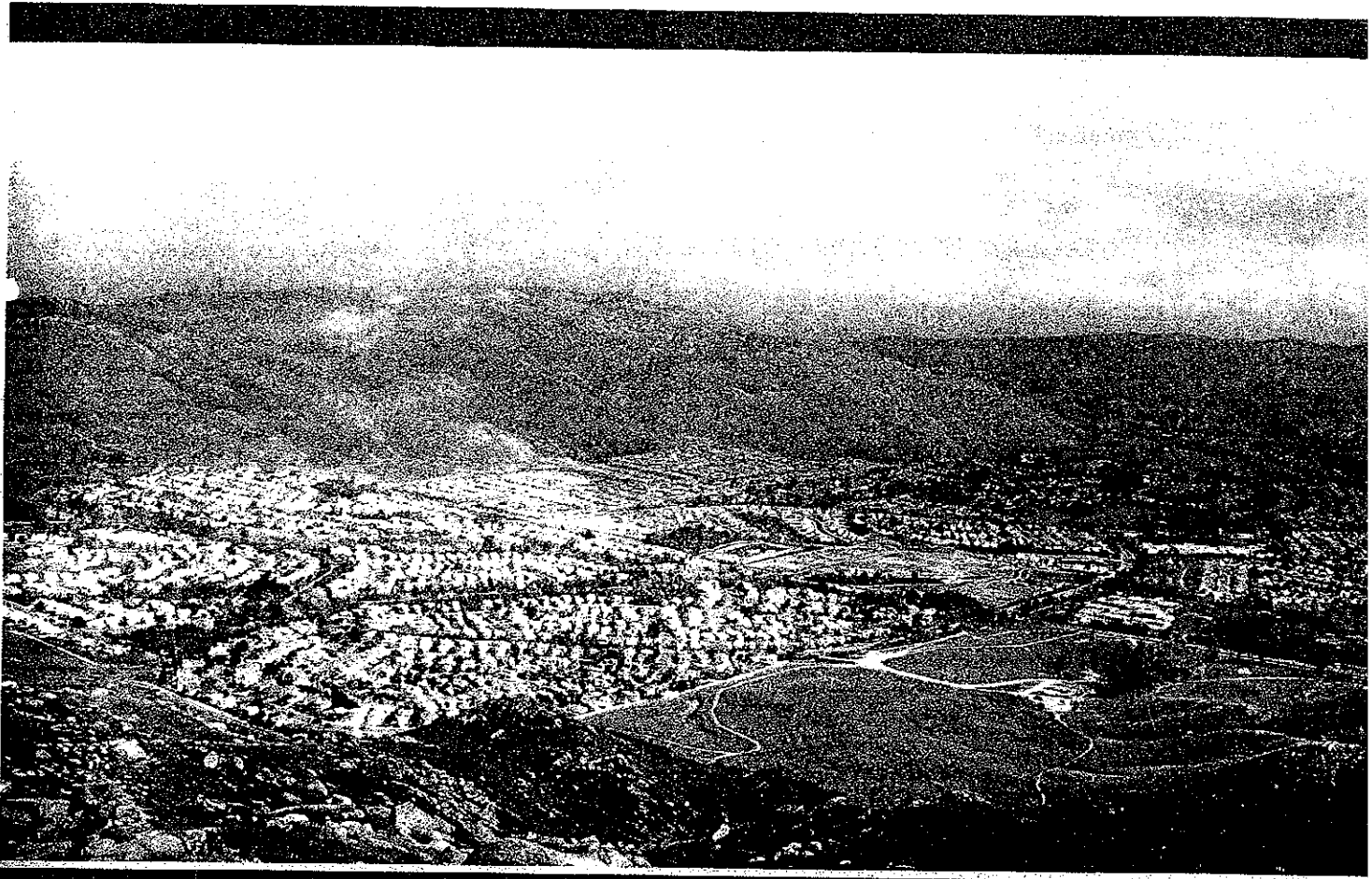
ATTEST:  
[Signature]  
City Clerk  
*(only needed if Mayor signs)*

APPROVED AS TO LEGAL FORM:  
[Signature]  
DEPUTY City Attorney  
6-27-12  
Date

RECOMMENDED FOR APPROVAL:  
[Signature]  
Department Head  
*(if contract exceeds 15,000)*  
6/25/12  
Date

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

EXHIBIT A



Proposal for  
**Building & Safety Plan  
Check and Inspection  
Consultant Services**

RFP #VAG-11/12-09

May 2, 2012

Submitted by:



Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH



May 2, 2012

**City of Moreno Valley**  
 Attn: City Clerk  
 14177 Frederick Street  
 PO Box 88005  
 Moreno Valley, CA 92552

**Subject: Proposal to Provide Building and Safety Plan Check and Inspection Consultant Services - R.F.P.# VAG - 11/12-09**

Dear City Clerk:

**Willdan Engineering** is pleased to present this proposal to the **City of Moreno Valley** to continue to provide Building and Safety plan check and inspection services. Willdan has been a consistent industry leader for more than 47 years providing all aspects of municipal and infrastructure engineering, including building and safety, public works, public financing, planning, and construction management services.

While our exceptional services are presented in the proposal, listed below are reasons why Willdan is uniquely qualified to provide these services to the **City of Moreno Valley**.

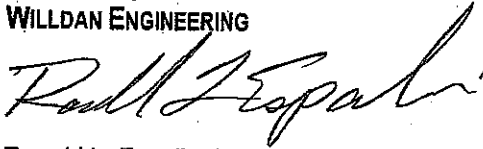
- **Willdan Engineering** has been providing Building and Safety services to the City of Moreno Valley since 1998. Our staff has extensive experience working with the City's procedures and expectations.
- **Willdan Engineering** offers **electronic plan checking** which significantly expedites review and reduces shipping and printing costs for the applicant, and promotes a paperless environment.
- **Willdan Engineering** specializes in providing professional building, engineering, and planning services to municipalities. The firm has been providing building and safety services to cities and counties on a contract basis since 1979.
- **Willdan Engineering** presently provides building and safety services to a vast number of jurisdictions throughout Southern California. In this capacity, we provide a full range of services including building and safety plan review, permit issuance, inspection and code enforcement. We service client needs from an occasional overload plan review to staffing an entire Department.
- **Willdan Engineering** can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608**, specifically **CHAPTER 549**.
- **Willdan Engineering** can provide **OSHPD 3** plan review and inspection services.
- **Willdan Engineering** offers all disciplines the City may require with on-staff personnel. No subconsultants will be needed for any required services.

City of Moreno Valley  
Building and Safety Services  
May 2, 2012  
Page 2

- **Willdan Engineering** provides no private sector engineering services; therefore there is no conflict of interest.
- **Willdan Engineering** staff will be prepared to attend all required meetings at City Hall either the same day, or within 24 hours notice.

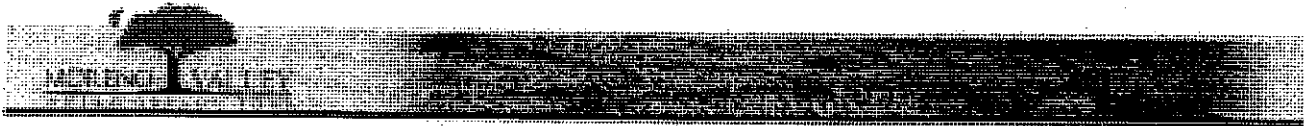
Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient and economical manner. We are looking forward to continuing to provide Building and Safety services to the **City of Moreno Valley**. This proposal shall remain valid for a period of ninety (90) days from date of submittal.

Respectfully submitted,  
**WILLDAN ENGINEERING**



Ronald L. Espalin, PE  
Director of Building and Safety





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- Non-Collusion Affidavit
- Affidavit of Non-Conviction
- Vendor Information
- References
- Letters of Recommendation
- Signature Block
- Addenda Acknowledgement

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH





## FIRM OVERVIEW/QUALIFICATIONS

**WILLDAN ENGINEERING** has dedicated itself to providing public agencies with reliable engineering and consulting services for more than 47 years. Combining depth of staffing, state-of-the-art technical resources, and local offices rooted in their communities, Willdan Engineering has earned its reputation as a problem solver across a wide range of client interests. We understand the concerns of government agencies – especially those of local government. Our company offers a broad scope of expertise that uniquely qualifies us to serve the needs of cities, counties, and special districts, as well as state and federal agencies.

Since 1964, **Willdan Engineering** has helped revolutionize the way consulting services are provided by local offices. Our regional and satellite offices are strategically located to offer local, focused service to the varied demographics of our public agency customers. Willdan Engineering's lean organization enables staff to efficiently communicate individual project challenges and goals company-wide, thereby utilizing all of Willdan Engineering's resources to deliver the highest quality and most cost-effective product.

**Willdan Engineering** understands the unique nature of public agency needs and issues. In addition to many of our staff having served in management positions at public agencies prior to joining **Willdan Engineering**, we have numerous assignments with over 60% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members.

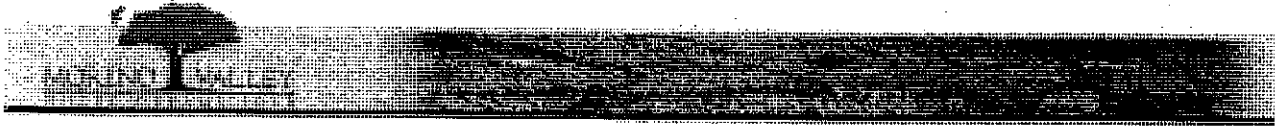
### Building and Safety Services

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, including, building inspection, grading inspection, accessibility inspection, CASp services, building plan check, and fire-life safety. The inspection and plan check staff maintain current certifications and attends training on a regular basis, to stay current with industry technologies and standards. Specific certifications and education are delineated in staff resumes herein.

This, with our depth of experience, expertise, knowledge and resources, Willdan is able to offer practical solutions that are timely and cost effective, and that will meet the needs of the City of Moreno Valley. The diversity of Willdan's staffs' experience is an added value of our professional services to our clients.

### WILLDAN ENGINEERING SERVICES

- Building and Safety
- City Engineering
- Capital Program Management
- Construction Management/Inspection
- Development Services/Plan Review
- Environmental/Planning
- Flood Control Design
- Landscape Architecture
- Pavement Management
- Structural Engineering
- Survey/Mapping
- Traffic Engineering
- Transportation Engineering
- Water/Wastewater



Below is a chart detailing Willdan's Engineering staff by discipline:

California Registered Engineers		California Certified Plans Examiners/Inspectors/Planners	
DISCIPLINE	NUMBER	DISCIPLINE	NUMBER
Civil	56	Building	64
Structural	4	Plumbing	39
Fire Protection	1	Electrical	40
Architect	1	Mechanical	39
Electrical	1	Fire	4
Mechanical	2	Accessibility	58
Landscape Architect	3	Civil	55
Traffic	8	Planner	5

Willdan's corporate-wide capabilities include:

#### Engineering

- Building and Safety
- Disaster Recovery
- Landscape Architecture
- Planning
- Program/Construction Management
- Structural Design
- Survey/Mapping/GIS
- Traffic Design
- Transportation Design
- Water/Wastewater Design

#### Geotechnical

- Forensic Investigation
- Geotechnical/Foundation Testing/Inspection
- Materials Testing
- Seismic Hazard

#### Financial Services

- Arbitrage/Rebate
- Cost Allocation/ Study
- Development Fee Study
- Fiscal Impact Analysis
- Utility Rate Analysis

#### Homeland Solutions

- Infrastructure Protection
- Needs Assessment
- Large Event Security

#### Resource Solutions

- Environmental Assessment/Audit
- Munitions Investigation
- Soil/Groundwater Investigation

#### Energy Solutions

- Demand Side Energy Management
- Energy Efficiency
- Renewable Resources/Sustainability



## SCOPE OF WORK

### PLAN REVIEW SERVICES

Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Northern and Southern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), medical facilities and industrial centers. Willdan's plans examiners are ICC certified plans examiners, licensed architects, and registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the **California Green Building Standards Code**. Willdan staff attends classes and seminars on a regular basis to maintain an up-to-date comprehension of all code requirements.

All building plans will be examined for compliance with the adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts. All plan review will comply with the City's directives, codes and policies. Plan check will include a review of any or all of the following design elements as determined by the City:

**Architectural**  
**Fire/Life-safety**  
**Plumbing**  
**Mechanical**  
**Structural**

**Residential**  
**Electrical**  
**Energy Conservation Regulations (Title 24)**  
**Disabled Access Regulations (CBC)**  
**Green Building Standards**

Willdan staff will either pick up the plans from the City, or have them overnighted to our office at no cost to the City. All plans will be returned to the City either by messenger or overnight delivery at no cost to the City.



Willdan will notify each applicant with two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone, or meetings prior to resubmitting corrected plans and documents.

**Turn-Around Schedule**

Typical turn-around time for the initial plan check is eight to ten working days, three to five days for rechecks. This schedule is applicable for all types of construction and can be adjusted to serve the City in the most efficient manner. **Expedited plan check will be provided at the request of the City.**

TYPE OF PROJECT	INITIAL PLAN CHECK	SUBSEQUENT PLAN CHECKS
All residential and non-residential	Eight - ten working days	Three - five working days

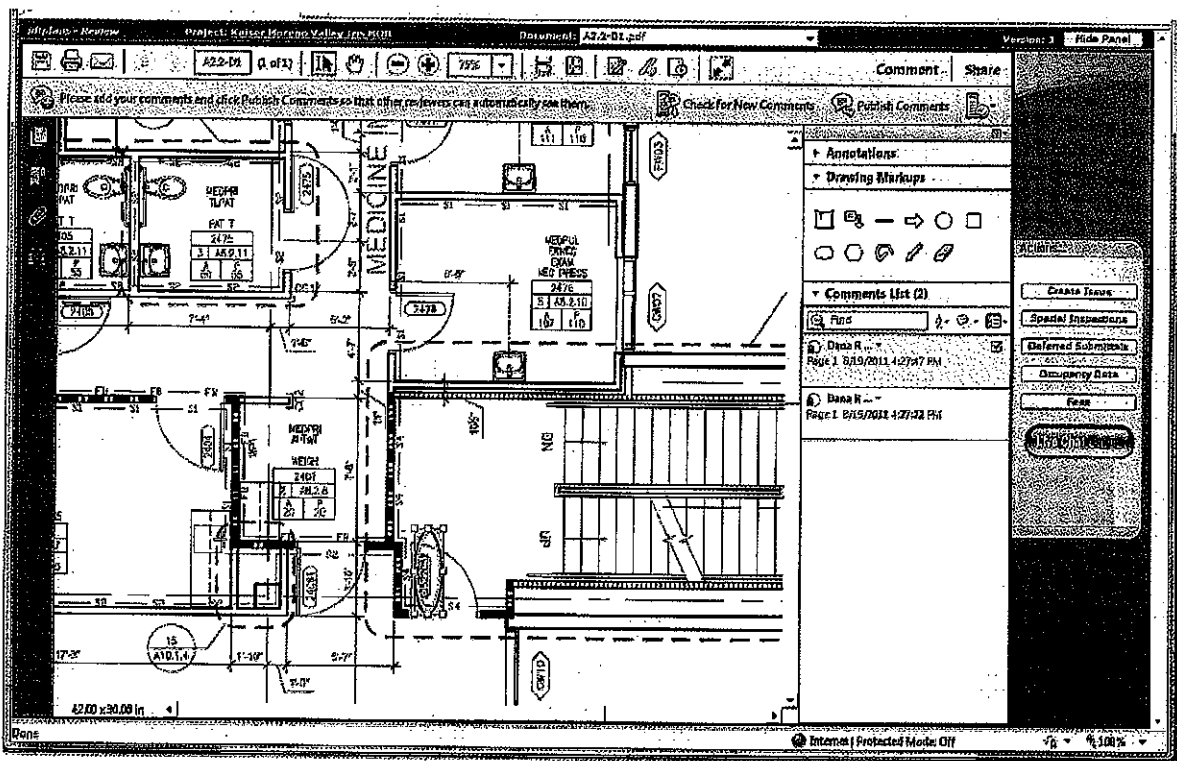
Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH



### ELECTRONIC PLAN REVIEW

Willdan has the ability to provide plan review services electronically, at no additional cost to the City or applicants. No additional computer software or hardware is required, only an Internet connection is necessary. Services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format. Willdan will review plans and can transmit the electronic redlined plans back to the applicant or designer as directed, electronically along with the plan review comment sheet.

This service allows for collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and time for plan review processing for the applicant. Below is an example of a redlined plan as reviewed in electronic format.





## INSPECTION SERVICES

To supplement the current City building inspector on an as needed basis, Willdan can provide certified inspectors to perform building and safety inspections. Our inspectors are fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation.

Inspection staff will be available on a same-day or next-day basis, and will also be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise.

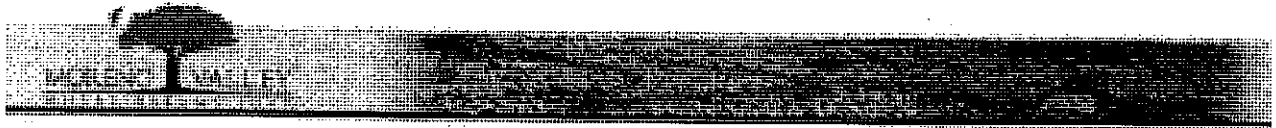
Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will ensure all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety Division computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process, yet maintaining an effective level of enforcement.

## CASp SERVICES

If required, Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608**, specifically **CHAPTER 549** which reads as follows:

*(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*



## COUNTER SERVICES

On an as-needed basis, our designated permit technician or inspector will provide counter assistance, permitting and development activities, plan processing, public inquires and other services as needed which can include but is not limited to:

- ✓ Building permit processing and issuance
- ✓ Resolution of resident inquires, complaints
- ✓ Front counter support
- ✓ Plan review monitoring to ensure turnaround times and standards
- ✓ Process Public Records request
- ✓ Maintain records, prepare documents for storage and or imaging;



**PERSONNEL**

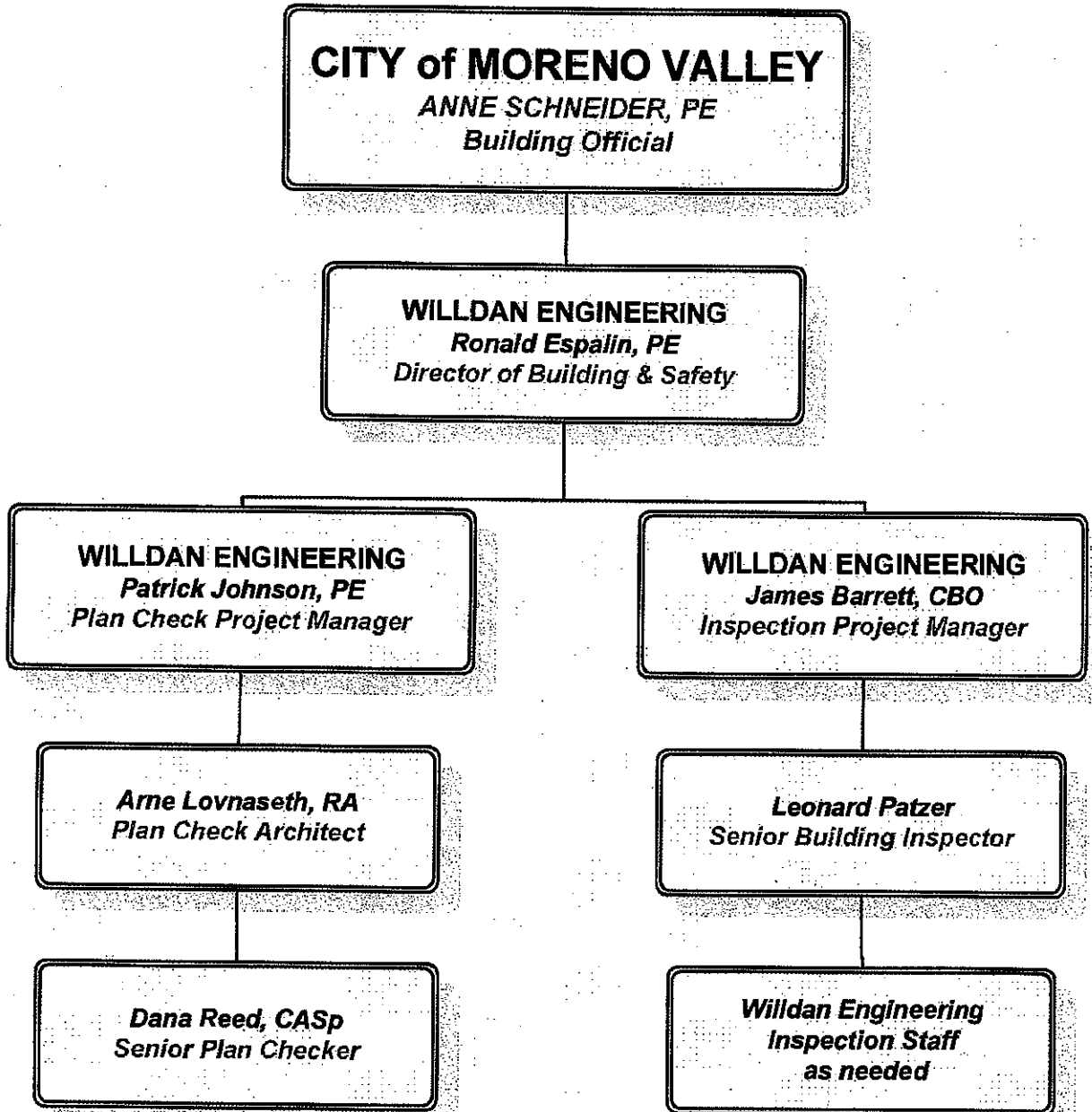
Mr. Patrick Johnson, PE, shall serve as *Project Manager* for plan review services. Mr. James Barrett, CBO, shall serve as *Project Manager* for inspection and counter services.

TEAM MEMBER	CERTIFICATIONS	TYPE OF WORK
<b>PLAN REVIEW</b>		
<b>Patrick Johnson, PE</b> Plan Review  <i>17 years experience</i>	California Professional Engineer, CE#6796 ICC Plans Examiner ICC Building Inspector	<b>Building plan review:</b> Structural, architectural, green building, plumbing, mechanical, electrical, energy, green building, accessibility.
<b>Arne Lovnaseth,</b> Architect Plan Review  <i>27 years experience</i>	California Licensed Architect, #C18833 ICC Plans Examiner	<b>Building plan review:</b> Architectural, plumbing, green building, mechanical, electrical, energy, green building, accessibility.
<b>Dana Reed</b> Plan Review and CASp Inspection  <i>30 years experience</i>	CASP Certified ICC Plans Examiner ICC Building Inspector ICC Combination Inspector ICC Electrical Inspector ICC Plumbing Inspector ICC Mechanical Inspector	<b>Building plan review:</b> Architectural, plumbing, green building, mechanical, electrical, energy, accessibility, green building, fire life-safety.
<b>INSPECTION</b>		
<b>James Barrett</b> Inspection  <i>28 years experience</i>	ICC Building Official ICC Building Inspector ICC Citrus Belt Chapter - President	<b>Building inspection:</b> Multi-story office buildings, educational facilities, medical research facilities, retail outlets, single-family and multi-family residential developments.
<b>Leonard Patzer</b> Inspection  <i>27 years experience</i>	OSHPD Class A ICC Commercial Electrical Inspector ICC Building Inspector ICBO Special Inspector (Structural Steel and Welding and Reinforced Concrete)  American Welding Society Certified Welding Inspector American Concrete Institute Concrete Field Testing Technician	<b>Building inspection:</b> Multi-story office buildings, educational facilities, medical research facilities, medical dialysis facilities (OSHPD III), retail outlets, single-family and multi-family residential developments.

Resumes are located in the appendix.



# ORGANIZATION CHART





## REFERENCES

- Client:** **City of Highland** **Service Dates:** 1987 - Present  
Mr. John Jaquess, Community Development Director  
27215 Baseline  
Highland, CA 92346  
909.864.2136
- Services:** Building and Safety plan check and inspection services. Grading and engineering improvement plan check and public works inspection services.
- 
- Client:** **City of Grand Terrace** **Service Dates:** 2000 - Present  
Mr. Richard Shields, Director of Building and Safety  
22795 Barton Road  
Grand Terrace, CA 92313  
909.825.3825
- Services:** Building and Safety plan check and inspection services. Grading and engineering improvement plan check and public works inspection services.
- 
- Client:** **City of Loma Linda** **Service Dates:** 1980 - Present  
Mr. Konrad Bolowich, Community Development Director  
25541 Barton Road  
Loma Linda, CA 92354  
909.799.2810
- Services:** Building and Safety plan check and inspection services. Building counter services. Grading and engineering improvement plan check and public works inspection services. Building official services.
- 
- Client:** **City of Colton** **Service Dates:** 1995 - Present  
Mr. Mark Tomich, Development Services Director  
650 N. La Cadena Drive  
Colton, CA 92324  
909.370.5099
- Services:** Building and Safety plan check and inspection services. Building Official services.
- 
- Client:** **March Joint Powers Authority** **Service Dates:** 1999 - Present  
Mr. Dan Fairbanks, Director of Planning  
23555 Meyer Drive  
Riverside, CA 92518  
951.656.7000
- Services:** Building and Safety plan check and inspection services. Building official services.

## FEE SCHEDULE

Willdan proposes to provide plan review services for seventy-five percent (75%) of the fees collected by the City. **These fees exclude:**

- plan review for large projects with a valuation over \$25 million
- revisions to previously approved plans
- single family dwellings
- miscellaneous plans
- room additions
- tenant improvements
- remodels

We propose plan review for these projects to be provided for an hourly rate of \$125.

Hourly rates are as follows:

SERVICE PROVIDED	HOURLY RATE
Plan Review (non percent of fee)	\$ 125
Project Meetings	\$ 125
Inspection	\$ 105
Counter Services	\$ 60



## APPENDIX

The following section contains:

- Resumes
- Non-Collusion Affidavit
- Affidavit of Non-Conviction
- Vendor Information
- References
- Letters of Recommendation
- Signature Block
- Addenda Acknowledgement

## **PATRICK JOHNSON, PE**

### **Plan Check Engineer**

#### **Education**

*University of Iowa,  
Iowa City, IA  
Bachelor and  
Science, Structural  
Engineering  
California State  
Polytechnic  
University-Pomona  
Master of  
Engineering*

#### **Affiliations**

*ASCE (American  
Society of Civil  
Engineers)*

#### **Registrations**

*California  
Professional  
Engineer, CE#67960  
Arizona  
Professional  
Engineer, CE#50435  
Colorado  
Professional  
Engineer, CE#43704  
ICC Plans  
Examiner,  
5280450-60  
ICC Building  
Inspector,  
5280450-10*

**18 Years  
Experience**

Mr. Johnson, a registered Civil Engineer in California, Arizona, Nevada, and Colorado is a Plan Check Engineer for the San Bernardino Office. Patrick has more than 18 years experience in the construction and engineering field. He has more than six years plan check experience with Willdan, and is responsible for structural plan review.

Mr. Johnson's primary focus has been on structural engineering of lightweight commercial, industrial, and residential structures. Since employed with Willdan, he has attended a number of code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in Structures, from California State Polytechnic University. His extensive experience includes plan checking numerous projects that vary in size and complexity.

Mr. Johnson's previous engineering experience includes the position of a Design Engineer with KLP Consulting Engineers of Centennial, Colorado. In this capacity, he specialized in the design of lightweight commercial, multi and single-family housing. At times he would be called out to the field as a forensic engineer to justify the probable cause of structural damages caused by expansive soils. Mr. Johnson also has engineering experience in the design of variety of transportation projects including single and multi-span bridges, pedestrian tunnels, retaining walls, and concrete box culverts.

Other than residential and commercial timber framed structures, Mr. Johnson has plan checked several tilt up warehouse buildings that range in size up to 2.3 million square feet. He has also plan checked numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to 6 stories in height.

### **Relevant Project Experience**

#### **PLAN CHECK**

- Morongo Band of Mission Indians - Administration Building
- March Joint Powers Authority - Fresh and Easy Food Processing Facility
- California State University, San Bernardino - Education Building
- City of Moreno Valley - Skechers Warehouse
- City of Fontana - Kaiser Administration Building

## **ARNE LOVNASETH, RA**

### **Plan Check Architect**

#### **Education**

*Cal Poly Pomona,  
Bachelor of Science,  
Bachelor of  
Architecture*

#### **Professional**

##### **Registrations**

*California Licensed  
Architect, #C18833  
I.C.C. Plans Examiner  
#0877794-B3*

**26 Years  
Experience**

**Mr. Arne Lovnaseth**, a registered Architect in California, is a Plan Check Architect for the San Bernardino Office. He has 26 years experience in the construction field specializing in design work and plans examining. As a 1983 and 2001 graduate of Cal Poly Pomona his primary focus has been on architectural design of lightweight commercial and residential structures. He has attended a number of code enforcement seminars and currently is compiling a NCARB record for certification nationwide. He has extensive experience in ADA compliance.

During his tenure with Willdan, Mr. Lovnaseth has provided Counter Plan Review services to the City of Redlands, City of Colton, and the March Joint Powers Authority, a redevelopment agency located at March Air Force Base.

Recent plan review projects include:

- **March JPA** - Sysco, 500,000 sq.ft. food processing facility.
- **March JPA** - Fresh & Easy Processing facilities 800,000 sq. ft. complex.
- **City of Loma Linda** - Church addition, 30,000 sq.ft.
- **Moreno Valley** - Chili's Restaurant, 10,000 sq.ft.

Other projects include single and multi-family homes, industrial buildings, commercial warehouses, restaurants, fitness centers, motels, medical facilities and numerous tenant improvements.

Mr. Lovnaseth's previous architectural and plan checking experience includes the position of Senior Plans Examiner for a large Inland Empire City for more than five years. In this capacity, he specialized in the plan checking of lightweight commercial, multi and single-family housing. He supervised a staff of 5 plans examiners and permit technicians, issuing over 3,000 building permits a year.

Prior experience includes project manager at John McInnes Architect in Laguna Beach for five years and job captain at Sumich Design in San Juan Capistrano for eight years.

## DANA REED

### Senior Plans Examiner/Deputy Building Official

#### Education

Riverside Community  
College  
Construction  
Technology

#### Affiliations

International  
Conference of Building  
Officials  
International  
Association of Electrical  
Inspectors  
International  
Association of Plumbing  
and Mechanical  
Officials

#### Registration

Certified Access Specialist  
CAsp-#287  
FFPA Plan Check  
Certificate  
DSA – Fire Life Safety  
Plans Examiner  
Certificate  
ICC Certified Building  
Inspector, #37018  
ICC Certified Plans  
Examiner, #75985  
ICC Certified  
Combination Inspector,  
#99561  
ICC Certified Electrical  
Inspector, #87340  
ICC Certified Plumbing  
Inspector, #97093  
ICC Certified  
Mechanical Inspector,  
#90760

**30 Years Experience**

Mr. Reed is a Senior Plans Examiner/Deputy Building Official for Willdan's San Bernardino Regional Office. He has more than 30 years of plan review, inspection and construction experience. His extensive experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Electrical, and Fire Codes. Also review of projects under ADA, OSHPD, and Titles 19 & 25.

Examples of recent projects include:

#### PLAN CHECK

- Barona Casino, valuation \$63,000,000
- San Manuel Casino, valuation \$45,106,000
- Morongo Casino, valuation \$250,000,000
- California State University Student Housing, valuation \$7,000,000
- Walgreens Distribution Center, valuation \$18,500,000

#### PLAN CHECK - OSPD III

- Kaiser Support Building, 49,650 SF
- Surgical Center, 6500 SF
- Medical Clinic, 12,000 SF

#### PLAN CHECK ( Fire Review )

- Morongo Casino ( alarm system )
- Buena Vista Casino
- Lowes
- Hampton Inn
- Wal-Mart
- San Manuel Village

#### INSPECTION

- New 100,000 square foot Mercedes-Benz dealership
- New 115,000 square foot K-Mart store
- New 5,000 square foot California Pizza Kitchen

Prior to joining Willdan, Mr. Reed's extensive experience includes plan checking and inspecting industrial and commercial buildings and reviewing plans for compliance with the applicable codes, state and local requirements.

Mr. Reed served the County of Riverside as a plans examiner for the Building Department and as a building inspector for the Cities of Mission Viejo and Laguna Niguel. In this capacity, he reviewed plans for compliance with County and City ordinances, State requirements and codes; he assisted with permit issuance at the public counter, answered technical questions from design professionals and the general public.



## **JAMES BARRETT, CBO**

### **Project Manager II**

#### **Education**

*Riverside Community  
College, Riverside, CA  
Construction  
Technology  
Certificate*

*National Education  
Corporation,  
Glendale, AZ  
Architectural Drafting  
Certificate*

*Mt. San Jacinto  
Community College,  
San Jacinto, CA  
Courses in  
engineering and  
architecture*

#### **Registrations**

*International Code  
Council (ICC)  
Certified Building  
Official  
Certified Building  
Inspector*

#### **Affiliations**

*California Building  
Officials, Green  
Building Committee  
08-09  
California Building  
Officials  
Certified Disaster  
Response Team  
Member  
Past President ICC  
Citrus Belt Chapter  
Hazardous Materials  
HAZWOPR  
Certificate  
Asbestos Supervisor  
Certificate  
State of California*

**25 years  
Experience**

**Mr. Barrett** serves as building inspection manager for the San Bernardino Office. In this capacity, he supervises the Building and Safety Inspection Group and oversees in-house counter technicians. Mr. Barrett has extensive experience in building and safety inspection, code enforcement and plan checking responsibilities. His vast experience includes plan check and inspection of medical research facilities, multi-story office buildings, educational facilities, parking structures, retail outlets, single-family and multi-family residential developments.

Mr. Barrett, a Certified Building Official, has been responsible for complete building and safety operations, that is, front counter operations, permit issuance, plan check, field inspection, and permit coordination with other municipal departments and agencies. His plans examining expertise includes complete fire-life safety building code enforcement, model codes in plumbing, mechanical and electrical as well as the California Building Standard, Title 24 Energy Standards and Accessibility, and ADA requirements. Currently he performs these responsibilities for the City of Loma Linda and the City of Colton.

#### **Relevant Project Experience**

**City of Colton – Interim Building Official** – Oversee city staff, review policy's, provide customer assistance at the counter, prepare monthly reports and perform inspections

**City of Loma Linda, Deputy Building Official** – Responsible for the day to day building and safety operations, oversee inspection and counter staff provide customer service at the public counter and perform inspections. Also provided inspection management and supervision for various projects including the following:

- Loma Linda University, Centennial Complex, a 150,000 square foot 4 story state of the art medical training facility.
- Loma Linda Academy, gymnasium and education complex.
- Loma Linda University Church Expansion and Renovation

**City of Calimesa, Deputy Building Official** – over see counter and inspection staff.

**City of Canyon Lake, Deputy Building Official** - over see counter and inspection staff.

**March Joint Powers Authority, Deputy Building Official** – Provide inspection management and supervision for various large projects including the following:

- DHL Distribution Center
- Fresh and Easy Food Processing and Distribution Center
- Two Sisters Food Group, Food Processing and Distribution Center
- March Global Port Jet "A" Fuel Farm

**Morongo Band of Mission Indians, Project/Inspection Manager** - Provided inspection management for the following projects

- 28 story hotel tower and Casino Resort
- Arrowhead Bottling Plant, Morongo Band of Mission Indians
- Administration and Cultural Center

**California Energy Commission, Project/Inspection Manager**

- Indigo Energy Facility/Wild Flower Energy 135 mega watt peaker power plant, North Palm Springs
- Alliance Colton, Two 40 mega watt peaker plants

Prior to joining Willdan, Mr. Barrett served as Building Official/Code Enforcement Manager for the City of Banning. In this capacity, he was responsible for the daily operations and supervision of the Building and Code Enforcement Division. He also served as the Chief Plan Checker and Building Abatement Officer and contract administrator for Animal Control services.

## LEONARD PATZER

### Sr. Building Inspector

#### Education

East Los Angeles  
College  
A.S., Real Estate  
Orange Coast College  
Weld Technology  
Units  
Wilrick Institute of  
Technology  
Special Inspector

#### Registrations

OSHPD Class A  
# A-20182  
ICC Commercial  
Electrical Inspector  
ICC Certified Building  
Inspector  
ICBO Certified Special  
Inspector (Structural  
Steel and Welding and  
Reinforced Concrete)  
American Welding  
Society  
Certified Welding  
Inspector  
American Concrete  
Institute  
Concrete Field  
Testing Technician

**26 years  
Experience**

Mr. Patzer, OSHPD and Building Inspector in our San Bernardino Office, has over twenty years of Building and Safety inspection experience. Extensive building inspections include public buildings, commercial and retail construction, medical and educational facilities, single-family dwellings, and multi-family developments. He coordinates with plan check staff, other municipal departments and agencies at the permit issuance stage and when finalizing permits. Most recently he served as an I.O.R for the Casino Morongo Co-Gen Plant, multi level parking structure, high rise hotel tower and casino and the San Manuel Casino, central plant, and multi level parking structure.

Prior to joining Willdan, Mr. Patzer served as Lead Inspector for an engineering firm located in Spring Valley, California. In this capacity, he supervised three inspectors and performed welding and high strength bolt inspection in the field and in the shop. Special projects included the Rancho Los Amigos Hospital in Downey, Riverside County Regional Medical Center, White Memorial Medical Center Market Creek Plaza and Courtyard by Marriot Hotel located in San Diego.

#### Specific Project Experience

**Morongo Band of Mission Indians-** Mr. Patzer as Sr. Building Inspector served as an I.O.R. on this project. It consisted of a 29 story hotel tower, 5 level parking structure, 500,000 square foot casino and a 16 delta mega watt co-gen plant.

**San Manuel Band of Mission Indians-** Mr. Patzer as a Sr. Building Inspector served as an I.O.R. on this project. It consisted of a Casino, a 7 level parking structure and a central plant.

**City of Indian Wells-** As a Sr. Inspector Mr. Patzer provided all of the California Building Codes inspections for this project. The project was a 6 story addition to the Hilton Grand Champions Resort and Conference Center. He was responsible for ensuring all construction including but not limited to structural, electrical, mechanical and plumbing met the California Codes and approved plans.

**City of Fontana-** As a Sr. Inspector Mr. Patzer provided supervision of 3 contract inspectors in the City of Fontana. Inspections were performed under the provisions of the California Building Codes. Specifically, Mr. Patzer performed all of the inspections for 3, one million square foot warehouses. Each with a electric service of 1200 AMPS.

**Various Special Inspector Assignments-** Mr. Patzer performed the Welding and High Strength Bolt Inspections for the following projects: Rancho Los Amigos Hospital in Downey, Riverside County Regional Medical Center, White Memorial Medical Center.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF )

(NAME) Ronald L. Espalin, affiant being first duly sworn, deposes and says:

That he or she is Director of Building and Safety of Willdan Engineering (sole owner, partner or other proper title) the party making the foregoing Proposal (Contractor)

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

Proposer's Name: Ronald L. Espalin (print)

Proposer's Address: 650 Hospitality Lane, Suite 400, San Bernardino, CA 92408 (print)

Telephone No.: 909-386-0200

Ronald L. Espalin  
(Signature of Proposer) 4/30/2012

Director of Building and Safety  
(Title)

All signatures must be notarized.

Attach Notary here.

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

# JURAT

State of California

County of San Bernardino

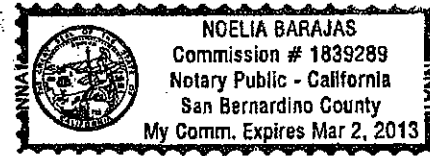
Subscribed and sworn to (or affirmed) before me on this 30th day of April

20 12 by Ronald L. Espalin

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

*Noelia Barajas*  
Signature

(Notary seal)



## OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

**Non-Collusion Affidavit**  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 04/30/12

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
    - ☐ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
    - ☐ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

**AFFIDAVIT OF NON-CONVICTION**

I hereby affirm that:

I am the Director of Building and Safety and the duly authorized  
(Title)

Representative of the firm of: Willdan Engineering  
(Name of Corporation)

Whose address is: 650 Hospitality Lane, Suite 400, San Bernardino, California 92408

\_\_\_\_\_ And that

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

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

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

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

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

Signature: Ronald L. Espalin Date: May 1, 2012

Printed Name Ronald L. Espalin, PE Title: Director of Building and Safety

Name of firm: Willdan Engineering

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

**VENDOR INFORMATION**

A. PROPOSERS COMPANY INFORMATION (print or type)

Company Name: Willdan Engineering

Owner / Manager Name: Ronald L. Espalin

PO Mailing Address: 650 Hospitality Lane, Suite 400

City: San Bernardino State CA Zip 92408

Remit to Address (if different from PO mailing address)

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web Site: www.willdan.com

Phone Number: 909-386-0200

Fax Number: 909-888-5107

E-mail Address: respalin@willdan.com

Incorporated? (mark one) Yes X or No \_\_\_

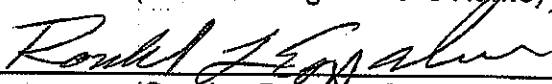
Fed. Tax I.D. # or Social # 95-2295858

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

How many years of relevant experience within the scope of this RFP? 34

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

Ronald L. Espalin, PE Director of Building and Safety  
(Print Quoting Persons Name), (Title)

 May 1, 2012  
(Quoting Persons Signature) (Date)

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

## REFERENCES

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

1. Name of Public Agency: City of Highland
- Address: 27215 Baseline
- City: Highland State: CA Zip: 92346
- Contact: Mr. John Jaquess Title: Community Development Director
- Telephone: (909) 864-2136 Email: jjaquess@cityofhighland.org
- Service Dates: 1987 - Present

Brief Summary of Project/Work provided:

**Building and Safety plan check and inspection services. Grading and engineering improvement plan check and public works inspection services.**

2. Name of Public Agency: City of Grand Terrace
- Address: 22795 Barton Road
- City: Grand Terrace State: CA Zip: 92313
- Contact: Mr. Rich Shields Title: Director of Building & Safety
- Telephone: (909) 825-3825 Email: rshields@cityofgrandterrace.org
- Service Dates: 2000 - Present

Brief Summary of Project/Work provided:

**Building and Safety plan check and inspection services. Grading and engineering improvement plan check and public works inspection services.**



3. Name of Public Agency: City of Loma Linda

Address: 25541 Barton Road

City: Loma Linda State: CA Zip: 92354

Contact: Mr. Konrad Bolowich Title: Community Development Dir.

Telephone: (909) 799-2810 Email: kbolowich@lomalinda-ca.gov

Service Dates: 1980 - Present

Brief Summary of Project/Work provided:

**Building and Safety plan check and inspection services. Building counter services. Building Official services. Grading and engineering improvement plan check and public works inspection services.**



DEPARTMENT OF  
BUILDING & SAFETY,  
PUBLIC WORKS  
AND HOUSING

22795 Barton Road  
Suite B  
Grand Terrace  
California 92313-5295  
Civic Center  
(909) 825-3825  
Fax (909) 825-7506

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552

To Whom It May Concern:

Willdan has been providing plan check and inspection services for Building and Safety and Public Works in the City of Grand Terrace for over 12 years. In addition to these services, Willdan is the City Engineer. Their highly qualified staff, attention to detail for all projects, and their unfailing customer service has been a great asset to the City. We consider Willdan as our extended staff and not our consultant.

Personally, I have had the pleasure of working with Willdan not only in the City of Grand Terrace, but also during my tenure as Building Official for the City of Highland.

I highly recommend Willdan to provide Building and Safety services to the City of Moreno Valley. Please feel free to contact me if you would like to discuss their qualifications further.

Sincerely,

Richard Shields, CBO  
Director of Building and Safety/Public Works



April 25, 2012

Willdan Engineers  
650 Hospitality Land Ste 400  
San Bernardino, CA 92408  
27215 Base Line  
Highland, CA 92341  
(909) 864-6861  
(909) 862-3180 FAX  
www.cityofhighland.org

RE: Letter of Recommendation

City Council To Whom It May Concern:

Mayor

Larry McCallon

Mayor Pro Tem

Penny Lilburn

Sam J. Racadio

Jody Scott

John P. Timmer

City Manager

Joseph A. Hughes

I would like to take this opportunity to offer a formal recommendation for Willdan Engineering. As the Building Official of the City of Highland I have worked with the Willdan staff on various projects.

Willdan has been the City of Highland's contract Building Division plans reviewer/inspector services provider since the City incorporated in 1987. Besides providing additional staff, as needed, to assist the Planning and Engineering Department staff on various projects over the years, Willdan developed and implemented the plan review service for the City of Highland Fire Prevention Division in approximately 2004 and has provided Deputy Fire Marshall/Fire inspection services for the last six years.

I have found the Willdan Staff to be well very knowledgeable on the recent code developments and always helpful when problems arise. Construction plans have been reviewed in a consistent timely manner and their staff is dedicated to work with the City's needs.

I believe that Willdan Engineering exhibits many of the qualities that are essential to assisting the city with its continued development, and would highly recommend them for assisting in your city's needs.

Respectfully,

Dale Everman, CBO  
Building Official  
City of Highland

Attachment: Exhibit A - Willdan Engineering Agreement (2100) : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH



# City of Loma Linda

25541 Barton Road, Loma Linda, CA 92354 ☎ (909) 799-2830 📠 (909) 799-2894  
**Community Development Department**

April 25, 2012

City of Moreno Valley  
 14177 Frederick Street  
 Moreno Valley, CA 92552

Reference: Building Services – Reference Letter

It is with great pleasure that I recommend Willdan for consideration in providing Building and Safety Services. Willdan has provided the City of Loma Linda building related services since 1980. Detailed below are the services that Willdan provides to the City of Loma Linda:

- Building Plan Check Services both non-structural and structural services.
- Building Inspection Services
- On-Call Building Services including weekends and holidays
- Building Official and Special/Safety Inspection Services
- Public Works Inspection
- Grading and Engineering Improvements Plan Check Services

We have found that contracting these services to be advantageous and that Willdan is competitive and fare in the pricing of those services.

I have also found the Willdan team to be very flexible and accommodating in meeting the need of the client/city and provide efficient and professional services. Willdan, as a company, has the history and staffing to provide governmental contract services. Should you have any questions, please feel free to contact me at (909) 799-2895.

Sincerely,

Konrad Bolowich  
 Assistant City Manager  
 City of Loma Linda

Cc:  
 Willdan  
 Ron Espalin, Vice President  
 650 Hospitality Lane, Suite 400  
 San Bernardino, CA 92408

Sister Cities – Manipal, Karnataka, India and Libertador, San Martin, Argentina

Insert fee proposal here and include signature page of similar information

Company Name: Willdan Engineering  
(print)

Authorized Signer: Ronald L. Espalin, PE  
(print)

Signature: *Ronald L. Espalin* Date: May 1, 2012

### ADDENDA ACKNOWLEDGMENT

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

Addendum No.: 1 Dated April 24, 2012

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated \_\_\_\_\_

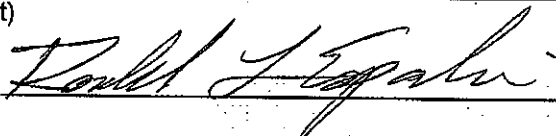
Company Name: Willdan Engineering

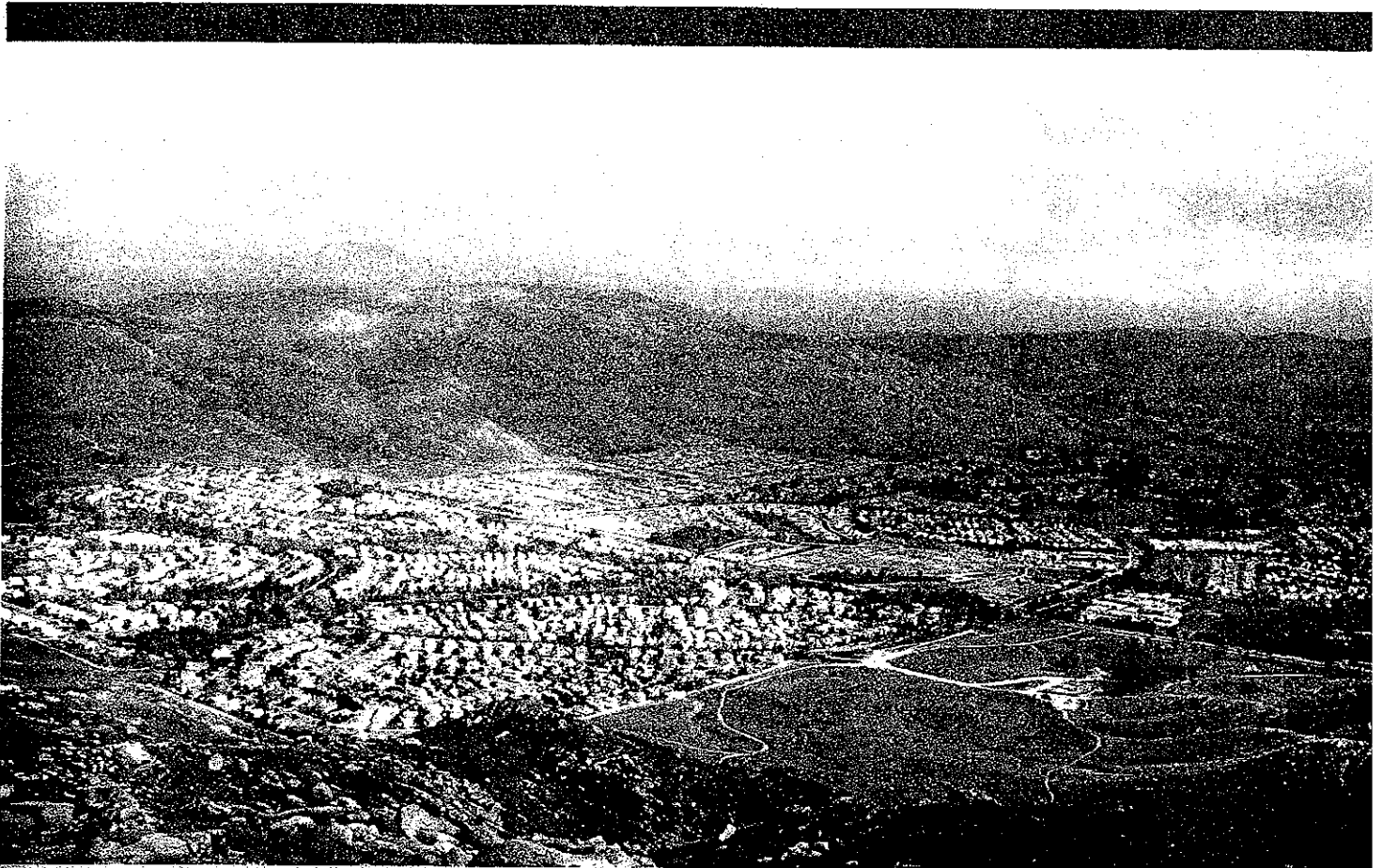
Address: 650 Hospitality Lane, Suite 400, San Bernardino, CA 92408

Telephone No.: 909-386-0200

Email Address: respalin@willdan.com

By: Ronald L. Espalin, PE  
(print)

Signature:  Date: May 1, 2012



650 E. Hospitality Lane, Suite 400  
San Bernardino, California 92408-3317  
T 909.386.0200 | F 909.888.5107  
[www.willdan.com](http://www.willdan.com)

Attachment: Exhibit A - Willdan Engineering Agreement (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

## EXHIBIT B

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$800,000 per fiscal year.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

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

Copies of invoices may be submitted to the Community & Economic Development Department at [susanc@moval.org](mailto:susanc@moval.org) or calls directed to (951) 413-3350.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)



- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

## FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and WILLDAN ENGINEERING, hereinafter referred to as "Contractor." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

### RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT" hereinafter referred to as "Agreement," dated July 3, 2012.

Whereas, the Consultant is providing professional and technical services as more specifically described in the Agreement, attached hereto as "Exhibit B."

Whereas, it is mutually desirable to amend the Agreement to extend the term of the contract for one year, from June 30, 2015, to June 30, 2016, as provided for in Section 2 (C) of the Agreement.

Whereas, City desires to amend Section 2 (G) of original Agreement to conform to current City insurance requirements as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

### SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Section 2 (C) of Agreement is hereby amended by extending the Contractor Ending Date one year, from June 30, 2015, to June 30, 2016.

1.2 Section 2 (G) of the Agreement is hereby amended by amending insurance requirements to those as described in "Exhibit A – First Amendment," entitled "Insurance Requirements."

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR 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**

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

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

City of Moreno Valley

Willdan Engineering

By: Jesse L. Motie  
Mayor

By: Dail L. Hunt

Date: 7/20/15

Title: Sr Vice President  
(President or Vice President)

Date: 7-7-15

ATTEST:

By: Jane Halstead  
Jane Halstead, City Clerk, CMC

By: [Signature]

INTERNAL USE ONLY

APPROVED AS TO FORM:

by: [Signature]  
City Attorney  
7-15-15  
Date

Title: Secretary  
(Corporate Secretary)  
Date: 7/7/2015

RECOMMENDED FOR APPROVAL:

[Signature]  
Department Head  
July 15, 2015  
Date

Attachment: Exhibit B - Willdan First Amendment (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

Attachments: Exhibit A – First Amendment – Insurance Requirements

Exhibit B – Independent Contractor Agreement

Attachment: Exhibit B - Willdan First Amendment (2100 : SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT WITH

## INSURANCE REQUIREMENTS

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

### Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

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

## 4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

## EXHIBIT A – FIRST AMENDMENT

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

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

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

#### Acceptability of Insurers

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



### Verification of Coverage

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** June 7, 2016

**TITLE:** APPROVE THE COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND MEDICAL EMERGENCY SERVICES

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Cooperative Agreement with the Riverside County Fire Department for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.
2. Authorize the Mayor to execute the Cooperative Agreement.

### **SUMMARY**

Since incorporation, the City of Moreno Valley has received fire protection, rescue and medical emergency services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on six separate occasions: 1990, 1993, 1997, 2002, 2009, and 2013. The current Agreement between the City and the County expires on June 30, 2016 and pursuant to Section IV (B), the City notified the County of Riverside of its intent to enter into a new agreement.

This report recommends approval of the Cooperative Agreement with the Riverside County Fire Department

### **DISCUSSION**

The Fire Department operates seven fire stations and a Fire Prevention Bureau that provide fire suppression and protection, fire prevention, rescue, emergency medical services, and hazardous materials response services to the City's residents. The equipment utilized by the Department, including seven engines and one truck company,

has the versatility to respond to both urban and rural emergency conditions.

Through a Cooperative Agreement for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services with the Riverside County Fire Department, the City has access to additional emergency equipment such as brush engines, firefighting aircraft, hazardous materials units, fire crews and breathing support units as part of a regional, integrated, cooperative fire protection organization.

As directed in the Cooperative Agreement, the FY15/16 Department budget included an allocation of \$16,531,888 for fire protection and fire prevention activities, while the FY 16/17 Department budget includes an allocation of \$17,338,600 for projected costs of the Cooperative Agreement. Increases, totaling below 5% of the contract cost, reflect estimated increases in Support Services costs which include Administrative/Operational, Medic Program, Fleet Support, Communications, Hazmat, etc. It should also be noted that the contract does not reflect the outcome of the State's pending negotiations toward new Memoranda of Understanding with labor groups which represent operational staff.

Following approval by the City Council as well as the County Board of Supervisors, the agreement would be effective from July 1, 2016 through June 30, 2018.

The significant provisions of the Agreement are presented below. Notes which compare terms with the current contract are also provided:

Provision	Current Agreement	Proposed Agreement	Notes
Staffing – Operations  (Provided County) by	69	68	Costs for Division Fire Chief (City Fire Chief) were reflected in the “cost allocation” formula rather than billed as a single staff position. This does not result in a reduction of service.
Staffing – Fire Prevention  (Provided County) by	0	8	City Fire Marshal; Fire Safety Supervisor/Asst. Fire Marshal; Fire Safety Specialist; Fire

			Systems Inspectors (5) positions converted from City positions to County positions in FY14/15
Stations	7	7	No Change
Engines/Truck Company	7/1	7/1	No Change
Fire Engine Use Agreement	Yes	Yes	No Change
Agreement Term	3 years; 7/1/13-6/30/16  1 year prior to expiration notice requested to renew contract.	2 years; 7/1/16-6/30/18  1 year prior to expiration notice requested to renew contract.	County's standard contract period is now 2 years.
Termination	By either party providing 1 year written notice or in accordance with Government Code § 55603.5	In accordance with Government Code § 55603.5	Conforms to recent legislative changes which specify terms for terminating fire service contracts.  No significant impact on Moreno Valley.
Salary or Expense Changes	City not obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of Legislature, CALFIRE or public agency with authority to direct changes. If City does not agree to make funds available, County	City is obliged to expend or appropriate any sum in excess of Exhibit "A" for changes due to action of Legislature, CALFIRE or public agency with authority to direct changes. If City does not make funds available, County shall have	No impact.  If City does not fund cost increases, County retains right to reduce services accordingly (as in previous contract).

	shall have right to reduce services.	right to reduce services.	
--	--------------------------------------	---------------------------	--

**ALTERNATIVES**

1. Renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services. *Staff recommends this option to continue provision of service in cooperation with the County of Riverside.*
2. Do not renew the existing Cooperative Agreement between the City of Moreno Valley and the Riverside County Fire Department to Provide Fire Protection, Fire Prevention, Rescue and Medical Emergency Services. *Staff does not recommend this action.*

**FISCAL IMPACT**

Funds for this Agreement are allocated each fiscal year as part of the budget adoption by the City Council. No additional funds are being requested to support this agreement.

**NOTIFICATION**

The Cooperative Agreement for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services with the Riverside County Fire Department was presented on May 20, 2016 to the Public Safety Subcommittee. The Subcommittee reviewed the Agreement and recommended that it be presented to City Council for approval.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Wilkinson  
Management Analyst

Department Head Approval:  
Abdul R. Ahmad  
Fire Chief

**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.

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

**ATTACHMENTS**

1. MORENO VALLEY Cooperative Agreement 07012016-06302018

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:35 PM
City Attorney Approval	<u>✓ Approved</u>	5/17/16 9:46 AM
City Manager Approval	<u>✓ Approved</u>	5/23/16 12:37 PM

**A COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Moreno Valley a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

**SECTION I: PURPOSE**

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

**SECTION II: DESIGNATION OF FIRE CHIEF**

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

### SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) \_days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses



occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. \_\_\_\_\_ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. \_\_\_\_\_ [x] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2016, to June 30, 2018.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted

for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

#### SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Moreno Valley from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

#### SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of

an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

## SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

## SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4<sup>th</sup> 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY,

shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY  
County Fire Chief  
210 W. San Jacinto Ave.  
Perris, CA 92570

CITY OF MORENO VALLEY  
City Manager  
City of Moreno Valley  
Post Office Box 88005  
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

///  
///  
///  
///  
///  
///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF MORENO VALLEY

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM  
Clerk of the Board

GREGORY P. PRIAMOS,  
County Counsel

By: \_\_\_\_\_

Deputy

By: \_\_\_\_\_

ERIC STOPHER  
Deputy County Counsel

(SEAL)

Exhibit "A"

**FY 2017 ESTIMATE  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY  
ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017**

	CAPTAINS		CAPTAINS MEDICS		ENGINEERS		ENGINEER MEDICS		FF I'S		FF II MEDICS		TOTALS	
STA. #2	408,888	2.0			174,809	1	196,043	1			339,571	2	1,119,311	6.0
(Truck)	306,666	1.5			524,426	3			474,779	3	509,356	3	1,815,228	10.5
STA. #6	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
STA. #48	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
STA. #58	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
STA. #65	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
STA. #91	408,888	2.0			174,809	1	196,043	1			509,356	3	1,289,096	7.0
STA. #99	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
Fixed Relief	408,888	2.0			349,618	2					339,571	2	1,098,077	6.0
Vac. Relief - Engine	0	0.0	227,317	1.0	349,618	2					169,785	1	746,719	4.0
Vac. Relief - Truck	*0	1.5			174,809	1	0	0			0	0	174,809	2.5
<b>SUBTOTAL</b>													<b>11,733,623</b>	
<b>SUBTOTAL STAFF</b>	<b>19.0</b>		<b>1.0</b>		<b>20.0</b>		<b>2.0</b>		<b>3.0</b>		<b>21.0</b>		<b>66.0</b>	
BATTALION CHIEF							244,156	each					488,312	2.0
DEPUTY FIRE MARSHAL (PCN 123496)							162,547	each					162,547	1.0
FIRE SAFETY SUPERVISOR (123832)							146,829	each					146,829	1.0
FIRE SAFETY SPECIALIST (PCN 123824)							140,759	each					140,759	1.0
FIRE SYSTEMS INSPECTOR (PCN 123825, 123826, 123827, 123828, 123829)							122,031	each					610,154	5.0
<b>SUBTOTAL</b>													<b>1,548,601</b>	<b>76.0</b>
<b>ESTIMATED SUPPORT SERVICES</b>														
Administrative/Operational							20,805	per assigned Staff **					1,414,745	68.00
Volunteer Program							7,658	Per Entity Allocation					7,658	1.0
Medic Program								Medic FTE/Defib Basis					170,010	24.00
Fleet Support							54,970	per Fire Suppression Equip					439,761	8.00
ECC Support								Calls/Station Basis					609,959	
Comm/IT Support								Calls/Station Basis					1,036,663	
Hazmat Support													91,521	
<b>SUPPORT SERVICES SUBTOTAL</b>													<b>3,770,318</b>	
<b>ESTIMATED DIRECT CHARGES</b>													<b>108,742</b>	
FIRE ENGINE USE AGREEMENT							25,331	each engine					177,317	7
<b>TOTAL STAFF COUNT</b>														<b>68.0</b>
<b>TOTAL ESTIMATED CITY BUDGET</b>													<b>\$17,338,600</b>	

(\*\*PCA 37135 ~ 3 FC split funded with the County)

Attachment: MORENO VALLEY Cooperative Agreement 07012016-06302018 (2099 : APPROVE THE COOPERATIVE AGREEMENT WITH THE



**EXHIBIT "C"**

**TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL AID FOR THE CITY OF MORENO VALLEY  
DATED NOVEMBER 9, 2015**

**PAYMENT FOR SERVICES  
ADDITIONAL SERVICES  
FIRE ENGINE USE AGREEMENT**

Station 2

Engine 02, RCO No. 08-868 \$ 25,331.00

Station 6

Engine 06, RCO No. 07-883 \$ 25,331.00

Station 48

Engine 48, RCO No. 04-812 \$ 25,331.00

Station 58

Engine 58, RCO No. 06-800 \$ 25,331.00

Station 65

Engine 65, RCO No. 94-826 \$ 25,331.00

Station 91

Engine 91, RCO No. 07-866 \$ 25,331.00

Station 99

Engine 99, RCO No. 109-005 \$ 25,331.00

\$177,317.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Terrie Stevens, Administrative Services Director

**AGENDA DATE:** June 7, 2016

**TITLE:** PETCO FOUNDATION GRANT AWARD

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and accept a grant award in the amount of \$25,000 from the Petco Foundation for the purpose of providing spay and neuter services for community and feral cats located throughout the City.
2. Approve the revenue and expense budget adjustments in the amount of \$25,000 as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

This report recommends acceptance of a \$25,000 grant award from the Petco Foundation and approval of the related revenue and expense budget adjustments. This funding can only be used to spay and neuter community and feral cats in an effort to control the overpopulation of these cats in the community and reduce the overall rate of euthanasia at the Animal Shelter.

### **DISCUSSION**

The Petco Foundation provides grant funds to municipal animal shelters throughout the United States for a variety of programs to assist companion animals, including community and feral cats. The Animal Services Division submitted a grant application to the Petco Foundation in February 2016 requesting funds to support our efforts and continue with the Trap, Neuter, Release (TNR) pilot program that began on October 21, 2015.

Funding for the TNR Pilot program was started with a \$2,500 donation made to the Moreno Valley Animal Shelter by Comedian Elayne Boosler. In an effort to continue with

this life saving program, additional monetary donations in the amount of \$2,300 from supporters of the Animal Shelter have allowed this program to continue. Through the month ending April 2016, a total of 215 cats have been saved that would have otherwise been euthanized.

On April 8, 2016 Moreno Valley Animal Services received notification from the Petco Foundation that the grant application submitted in February 2016 was accepted and awarded the Animal Shelter with a grant in the amount of \$25,000 to support the TNR program.

Grant funds will be used to sterilize an estimated 800 feral cats.

**ALTERNATIVES**

- 1) Accept the grant award of \$25,000 and approve the revenue and expense budget adjustments. ***Staff recommends this alternative as it will authorize the acceptance and use of these grant funds for the purpose of sterilizing cats in the community.***
- 2) Do not accept the grant award of \$25,000. ***Staff does not recommend this alternative as it will result in the inability to spend these grant funds for the purpose of sterilizing cats in the community.***

**FISCAL IMPACT**

The fiscal impact of accepting the \$25,000 grant award will increase the Animal Services Division’s expenditure and revenue budgets for FY 2016-17 as identified below.

**This program funding is restricted for purposes of providing a TNR program for community and feral cats in an effort to reduce the overpopulation of these animals as well as reduce the euthanasia rate at the Animal Shelter.**

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
Receipt of Grant	Grant	2300-18-38-73313-489000	Rev	\$0.00	\$25,000	\$25,000
Contractual Svcs.	Grant	2300-18-38-73313-625099	Exp	\$0.00	\$25,000	\$25,000

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Fries  
Animal Services Division Manager

Department Head Approval:  
Terrie Stevens  
Administrative Services Director

**CITY COUNCIL GOALS**

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

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/03/16 5:57 PM
City Attorney Approval	<u>✓ Approved</u>	5/03/16 1:54 PM
City Manager Approval	<u>✓ Approved</u>	5/22/16 1:53 PM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Terrie Stevens, Administrative Services Director

**AGENDA DATE:** June 7, 2016

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

The attached list of personnel changes scheduled since the last City Council meeting are presented for City Council ratification.

### **FISCAL IMPACT**

All position changes are consistent with appropriations previously approved by the City Council.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Terrie Stevens  
Administrative Services Director

Department Head Approval:  
Terrie Stevens  
Administrative Services Director

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. List of Personnel Changes

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/24/16 6:01 PM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 1:43 PM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:47 PM

**City of Moreno Valley**  
**Personnel Changes**  
**June 7, 2016**

**New Hires**

Jerry Milton  
Equipment Operator, Public Works

Khrystyne Villalobos  
Animal Services Assistant, Administrative Services

Vivette Cortez  
Administrative Assistant, City Clerk/Council Office

**Promotions**

Angel Migao  
From: Administrative Assistant, City Clerk/Council Office  
To: Executive Assistant to the Mayor & City Council, City Clerk/Council Office

Rene Herbert  
From: Management Aide, Public Works  
To: Management Assistant, Public Works

**Transfers**

None

**Separations**

None





## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** June 7, 2016

**TITLE:** AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR CYCLE 3 OF THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM (ATP)

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize submission of a grant application for Cycle 3 of the California Active Transportation Program

### **SUMMARY**

This report recommends that the City Council authorize the Public Works Department to submit a grant application for Cycle 3 of the California Active Transportation Program (ATP) to fund the construction of a segment of the Juan Bautista De Anza Trail from El Potrero Park to the Lake Perris State Recreation Area.

### **DISCUSSION**

The ATP was created by Senate Bill 99 to encourage increased use of active modes of transportation, such as bicycling and walking. The ATP consolidated federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and Safe Routes to School (SR2S), into a single program that is funded from appropriations in the annual Budget Act. Eligible projects for ATP grant funding include pedestrian and bicycle facilities and recreational trails.

A call for projects for Cycle 3 of the ATP was announced and applications are due June 15, 2016. Staff has identified a portion of the Juan Bautista De Anza Trail (El Potrero Park to Lake Perris State Recreation Area) as a candidate project. The project entails constructing a gap closure between previously funded ATP projects in the cities of Moreno Valley and Perris and providing connection to the existing 10-mile recreational

trail that encircles Lake Perris. The Juan Bautista De Anza Trail is a component within the City's adopted Bicycle Master Plan. The new segment of trail, approximately 2.1 miles in length, will connect multiple residential communities to parks, Rancho Verde High School, Lake Perris, and multi-purpose trails in the City of Perris. The preliminary cost estimate for the project is \$3 million. Matching funds are not required.

The ATP Cycle 3 grant funding opportunity and the proposed project was discussed at the April 21<sup>st</sup> Joint Task Force meeting and the May 4<sup>th</sup> Traffic Safety Commission meeting. At both meetings, members in attendance unanimously supported the concept and recommended to submit the grant application.

### **ALTERNATIVES**

1. Authorize submission of a grant funding application for Cycle 3 of the California ATP. *Staff recommends this alternative as the action will allow the grant application to be submitted before the June 15, 2016 deadline.*
2. Do not authorize submission of a grant funding application for Cycle 3 of the California ATP. *Staff does not recommend this alternative as the action will not allow the City to take advantage of this grant opportunity and will preclude the construction of this segment of the Juan Bautista De Anza Trail.*

### **FISCAL IMPACT**

The Active Transportation Program is a reimbursable grant program. ATP projects are reimbursable for all eligible work and a local match is not required for Cycle 3 projects. The City is required to use its own funding and submit invoices to Caltrans Local Assistance Accounting for reimbursement. With no matching funding required for projects that are included in the ATP Cycle 3 grant applications, there is no anticipated fiscal impact.

### **NOTIFICATION**

Staff has discussed the Active Transportation Program grant funding opportunity with the Val Verde Unified School District, the City of Perris, and the State of California Parks Department. All agencies have expressed support for the project.

### **PREPARATION OF STAFF REPORT**

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

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

Concurred By:  
Gabriel Garcia  
Parks and Community Services Director

### **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 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**

- 1. ATP Cycle 3 Alignment

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/17/16 7:36 AM
City Attorney Approval	<u>✓ Approved</u>	5/17/16 9:49 AM
City Manager Approval	<u>✓ Approved</u>	5/22/16 1:30 PM



Attachment: ATP Cycle 3 Alignment (2056 : AUTHORIZE SUBMISSION OF A GRANT APPLICATION FOR CYCLE 3 OF THE CALIFORNIA ACTIVE



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** ANNUAL STATEMENT OF INVESTMENT POLICY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt the Annual Statement of Investment Policy.

### **SUMMARY**

Staff recommends that the City Council review and adopt the Annual Statement of Investment Policy.

California Government Code Sections 53601 and 53646, respectively, delineate the types of investments allowed, define various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program.

The Finance Subcommittee performed their annual review of the Investment Policy at their meeting on May 24, 2016.

### **DISCUSSION**

The City's Investment Policy calls for the policy to be reviewed and adopted annually by the City Council. The policy was last revised in July 2015 to reflect changes to the Government Code regarding allowable investment types. The policy was certified by both the Association of Public Treasurers of the United States and Canada (APT US&C)

and the California Municipal Treasurer's Association in June 2012. The City of Moreno Valley is the first recipient of the certification awarded by the California Municipal Treasurer's Association. We anticipate recertifying the investment policy with both organizations within the next fiscal year.

The Investment Policy has been reviewed by both staff and our investment management firms, Chandler Asset Management and Insight Asset Management. Based on this review, there has been a minor change to ensure consistency throughout the policy.

## **ALTERNATIVES**

1. Adopt Annual Statement of Investment Policy. *Staff recommends this alternative since this will allow for the timely review and adoption of the policy for the coming fiscal year.*
2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction. *Staff does not recommend this alternative since it will not allow for a timely review and adoption process prior to the start of the new fiscal year.*

## **FISCAL IMPACT**

No fiscal impact.

## **NOTIFICATION**

Posting of Agenda

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

## **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.

## **ATTACHMENTS**

1. Investment Policy 06-07-2016 DRAFT

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:47 PM
City Attorney Approval	<u>✓ Approved</u>	5/23/16 9:18 AM
City Manager Approval	<u>✓ Approved</u>	5/23/16 12:20 PM

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**INVESTMENT POLICY**


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**PURPOSE:** The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

**I. Scope**

- A. Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley the City of Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:
1. General Fund
  2. Special Revenue Funds
  3. Debt Service Funds
  4. Capital Project Funds
  5. Internal Service Funds
  6. Agency Funds
  7. Enterprise Funds
- B. The City Council has the authority to allow investments that do not follow this policy as long as such investments are allowed per the Government Code, recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C. At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D. Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
  2. **Deferred Compensation Plans.** Investments related to the City's deferred compensation plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

**II. Prudence**

- A. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12, 6/9/15



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**INVESTMENT POLICY**


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are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B.** Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **III. Objectives**

- A.** The City’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.
- 1. Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.
  - 2. Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.
  - 3. Reasonable market rate of return (Yield)** – The City’s investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and the cash flow characteristics of the portfolio.
- B.** The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

### **IV. Delegation of Authority**

- A.** The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Chief Financial Officer to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City’s funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the City of Moreno Valley Housing Authority, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities. In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

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**INVESTMENT POLICY**


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- B. The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.
- C. The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.
- D. The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.
- E. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

**V. Investment Procedures**

- A. The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
  - 1. Safekeeping
  - 2. Master repurchase agreements
  - 3. Wire transfer agreements
  - 4. Collateral/Depository agreements
  - 5. Broker/Dealer relationships
- B. Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
  - 1. Cash collection practices
  - 2. Depository practices
  - 3. Cash flow issues
  - 4. Cash flow projections
  - 5. Anti-theft/Anti-fraud practices
  - 6. Banking agreements
  - 7. Accounting practices
- C. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.
- D. Allocation of Pool Interest
  - 1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.
  - 2. The allocation methodology will be maintained by the City Treasurer.

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**INVESTMENT POLICY**


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**VI. Ethics and Conflict of Interest**

- A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.
- B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.
- C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

**VII. Investment Controls**

- A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:
  - 1. Fraud
  - 2. Theft
  - 3. Loss of principal
  - 4. Loss of control over funds
  - 5. Inaccurate reporting
  - 6. Negligence
  - 7. Over-reliance on a single employee for investment decisions
- B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):
  - 1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
  - 2. Reconciliation of investment report and cash balances
  - 3. Dual authorization of transactions
- C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

**VIII. Authorized Financial Dealers and Institutions**

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
  - 1. The City may engage the services of investment advisory firms to assist in the management of the portfolio (discretionary portfolio management) and investment advisors may utilize their own list of approved broker/dealers. The list of approved firms maintained by the investment advisor shall be provided to the City on an annual basis or upon request. The

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**INVESTMENT POLICY**


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investment advisor will certify that they have read and are willing to comply with the City's investment policy.

2. In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will meet the following criteria and provide the required information to the City Treasurer.
  - B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of California. An eligible designation does not guarantee that the City will do business with the firm or institution.
  - C. The following criteria will be used in determining investment providers
    1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).
    2. Banks: The City shall purchase securities from banks which meet all of the following criteria:
      - a. Nationally or State chartered banks
      - b. Registered as investment securities dealers with the Securities and Exchange Commission
      - c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations
    3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.
    4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.
  - D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:
    1. A completed City of Moreno Valley Broker/Dealer Questionnaire
    2. Audited financial statements
    3. Proof of Financial Industry Regulatory Authority (FINRA) certification
    4. Trading resolution
    5. Proof of state registration
    6. Certification of having read and willingness to comply with City's investment policy
  - E. In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will provide the following information to the City Treasurer.
  - F. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.

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**INVESTMENT POLICY**


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- G. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.
- H. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

**IX. Authorized and Suitable Investments (with quality and limitation guidelines)**

- A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.
- B. Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.
- C. Following is a table summarizing allowable investments for the City. This table summarizes and is consistent with California Government Code Sections 53600 and 53630 et seq.

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**INVESTMENT POLICY**

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations —CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers' Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency's invested funds	"A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency's invested funds	A-1/P-1/F-1"; if the issuer has issued long-term debt it must be rated "A" without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
<del>Reverse Repurchase Agreements and Securities Lending Agreements</del>	<del>92 days</del>	<del>20% of the base value of the portfolio</del>	<del>— none —</del>
Medium-Term Notes	5 years	30%	"A" rating by a NRSRO(1)
Supranational Securities  (Only International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank are approved issuers)	5 years	30%	"AA" rating by a NRSRO(1)
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities/Asset Backed Securities/Collateralized Mortgage Backed Securities	5 years	20% (2)	"AA" rating by a NRSRO(1)
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	—none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

(1) NRSRO=Nationally Recognized Statistical Rating Organization

(2) The combination of Mortgage Pass-Through, Asset Backed and Collateralized Mortgage Backed securities may not exceed 20% of the portfolio.

**D. Investment Pools:** A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:

1. A description of eligible investment securities, and a written statement of investment policy.
2. A description of interest calculations and distribution and how gains and losses will be treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.

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**INVESTMENT POLICY**


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4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
  5. A schedule for receiving statements and portfolio listings.
  6. Are reserves, retained earnings, etc. utilized by the pool?
  7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?
- E.** Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.
- F.** Prohibited Investment Transactions and Derivatives:
1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:
    - a. Reverse Repurchase Agreements
    - b. Financial futures or financial option contracts
    - c. Security lending
  2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.
  3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.
  4. Leveraging
    - a. The City may not purchase investments on a margin or through a margin account.
    - b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.
    - c. The City may not leverage its investments through the use of reverse repurchase agreements.

**X. Collateralization**

- A. Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

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**B. Certificates of Deposit:**

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

**C. Repurchase Agreements**

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

**D.** A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

**E.** The City chooses to limit collateral to US Treasuries.

**F.** Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

**G.** The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

**XI. Safekeeping, Custody and Competitive Bids**

- A.** Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.
- B.** Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.
- C.** All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.
- D.** All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.
- E.** All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.
- F.** Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

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**INVESTMENT POLICY**


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- G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

**XII. Diversification and Credit Risk Management**

- A. Investments contained within the portfolio will be diversified by security type, institution and maturity.
- B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.
- C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.
- D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
- E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

**XIII. Maximum Maturities**

- A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.
- B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.
- C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.
- D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

**XIV. Performance Standards**

- A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.
- B. The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.
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**INVESTMENT POLICY**


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- C. **Market Return (Benchmark):** The City's investment strategy is active. Given this strategy, the basis used by the Treasurer to determine whether market return is being achieved shall be to identify a benchmark which reflects a portfolio structure that is comparable to the City's portfolio. *An example as it pertains to the long term portion of the portfolio would be the Bank of America Merrill Lynch Index of 1to 5 Year Government securities.*

**XV. Reporting**

- A. The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:
1. Investment Type
  2. Issuer
  3. Maturity Date
  4. Par Value
  5. Market Value
  6. Book Value
  7. Weighted Average Maturity
  8. Source of Market Valuation
  9. Monies maintained within the treasury
  10. Funds, investments and loans that are under the management of contracted parties
- B. Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:
1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
  2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

**XVI. Investment Policy Adoption**

- A. Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

**XVII. Record Retention**

- A. The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:
1. Investment Reports and supporting documentation
  2. Third-party statements of assets held
  3. Investment permanent files
  4. Market pricing documentation

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Approved by: City Council  
December 17, 1996

Revised 1/13/98; 1/12/99; 2/8/00; 1/3/01; 5/14/02; 11/22/05; 2/26/08; 2/24/09; 3/23/10; 5/24/11; 4/24/12, 6/9/15



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT NO. 3 TO THE LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE POLICE FACILITIES DEVELOPMENT IMPACT FUND AND THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Adopt Resolution 2016-33, a Resolution of the City Council of the City of Moreno Valley, California, Authorizing an Amendment No. 3 to the Loan Agreement Between the City of Moreno Valley and the Police Facility Development Impact Fee and the Animal Shelter Development Impact Fee.

### **SUMMARY**

Staff recommends that the City Council adopt the proposed resolution approving Amendment No. 3 to the interfund loan agreement between the Police Facilities Development Impact Fee Fund (Police DIF) for \$4,085,000 and the Animal Services Facilities Development Impact Fees Fund (Animal Services DIF) for \$137,000.

Due to the timing of development impact revenues, the Police Facility Development Impact Fee Fund and the Animal Shelter Impact Fee Fund are currently reporting cash balances which will require loans from the General Fund to comply with Generally Accepted Accounting Principles. These loans will be updated annually until such time as the revenues received by the Development Impact Fee funds are sufficient to extinguish the loan balances.

This loan amendment was reviewed by the Finance Subcommittee at their meeting on May 24, 2016.

## DISCUSSION

The City Council has approved the levy of a fee to mitigate the impacts of new development on various public facilities pursuant to the California Mitigation Fee Act. These fees are collected and recorded in separate funds pending the allocation of available funds for capital projects or to pay debt service on public facilities or improvements that were constructed from bond proceeds.

The following paragraphs discuss the use of funds or commitment of funds for debt service in order to construct facilities or purchase land for future expansion through either the selling of bonds or short-term loans from the General Fund. At the time of the authorization of the transactions, it was anticipated that the development impact fee program would provide the levels of revenue required to repay the loans or meet the annual debt service payments. In 2008 with the beginning of the recent recession, the City experienced a significant decline in new development which resulted in the decline in development impact fee revenues. The development impact fee accounts have been forced to utilize available cash balance to continue to meet the annual debt service requirements or loan repayment. In the case with these two funds, the debt service or repayment requirements have depleted their cash balances to zero and will require loans from the General Fund until they have enough revenues to repay the loans or are able to meet their annual debt service requirements. Generally Accepted Accounting Principles (GAAP) require that cash balances cannot be in a negative position at year-end and in the past, short-term loans from the General Fund were utilized to meet this requirement. On June 25, 2013, the City Council approved Resolution 2013-59 to resolve this issue for the year-end. On June 10, 2014, Resolution 2014-45 was adopted to approve Amendment No. 1 and on June 9, 2015, Resolution 2015-38 was adopted to approve Amendment No. 2 to the loan agreement which adjusted the loans to reflect the activities and balances at year-end.

These loans were recorded for June 30, 2013 and adjusted again at June 30, 2014 and June 30, 2015 to reflect the updated balances. The table below shows the loan amounts approved in 2015, any activity during Fiscal Year 2015/2016 and the ending loan balances to be recorded in June 2016. If approved, these entries will be recorded for June 30, 2016 and then the funds will be re-evaluated in June 2017.

Fund	Loan Balance 6/30/15	Repayment	Loan Increase	Loan Balance 6/30/16
Police Facilities DIF	\$3,500,000	\$0	\$585,000	\$4,085,000
Recreation Center DIF	\$60,000	\$60,000	\$0	\$0
Animal Shelter DIF	\$147,000	\$10,000	\$0	\$137,000

- *Police Facility Development Impact Fees: From \$3,500,000 to \$4,085,000*  
In June 2005, the City issued the 2005 Lease Revenue Bonds totaling \$48,205,000. Included in the approved projects for the bonds were various projects which were to be

repaid through the utilization of Development Impact Fees that were to be collected from developers in future years. These projects included the expansion of the Public Safety Building, the construction of the Emergency Operations Center (EOC) building, Fire Station 58 and various arterial street projects. The bond documents called for the repayment of this bond over the following 30 years with the final payment occurring in November 2035. In 2013 and 2014 these initial bonds were refinanced to reduce the overall debt service payment. The revenue stream from development impact fees for Arterial Streets, Police Facility and Fire Facilities was pledged to meet these annual debt service requirements associated to each of the funds. The payment of existing debt service has been identified as the first priority from the development fee funds. The annual debt service requirement attributable to the Police Facility DIF is approximately \$642,000 annually until 2022 and then steps down to \$580,000 per year until FY 2036. During FY 2015/16 Police Facilities DIF fund received revenues totaling \$72,000 while debt service payments totaling \$657,000.

- *Recreation Center Development Impact Fees: From \$60,000 to \$0*  
In January 2006, upon the completion of the Conference & Recreation Center, funds totaling \$1.5 million were transferred from the Recreation Center Development Impact Fee Fund to the General Fund. These funds represented the repayment of the start-up loan that had been authorized during the planning and early construction phases of the Conference & Recreation Center. Receipts into the Recreation Center Development Impact Fee account have been used in subsequent years to reduce the amount of the outstanding balance. Cash receipts totaling \$48,877 have been received during Fiscal Year 2015/2016 which were used along with the existing cash balance to retire the balance of the loan.
- *Animal Shelter Development Impact Fees: From \$147,000 to \$137,000*  
During Fiscal Year 2006, the City had the opportunity to purchase the vacant property adjacent to the existing Animal Shelter. Animal Shelter Development Impact fees were identified as the appropriate funding source as this purchase would be able to address future growth needs. As new DIF revenues come in, they are utilized to repay the loan provided by the General Fund. Cash receipts totaling \$10,000 have been received during Fiscal Year 2015/2016 which were used to retire a portion of the loan.

## **ALTERNATIVES**

1. Adopt proposed resolution approving the Amendment No. 3 to the Loan Agreement approved in Resolution 2013-59 approving a loan from the General Fund to the Police Facility Development Impact Fee fund (\$4,085,000), and the Animal Shelter Development Impact Fee fund (\$137,000). *Staff recommends this alternative because this authorizes the recordation of the revised loan amounts to address current cash balances in these funds and allows the City to remain in compliance with Generally Accepted Accounting Principles.*
2. Do not adopt proposed resolution approving the Amendment No. 3 to the Loan Agreement and provide staff with other direction. Staff does not recommend this alternative because it will not address the current cash balances in these funds

and the City's financial statements may not comply with Generally Accepted Accounting Principles.

**FISCAL IMPACT**

The total loan balance amount of \$4,222,000 will continue to be designated as non-spendable in the General Fund until repaid. As Development Impact Fee revenues related to the Police Facility Development Impact Fee and Animal Shelter Impact Fee accounts are received, they will be applied to continue to reduce the outstanding loan amounts for these funds.

**NOTIFICATION**

Publication of the agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

1. Resolution No. 2016-33
2. Exhibit A - Loan Agreement Amendment No. 3

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:32 PM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 1:33 PM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:40 PM

RESOLUTION NO. 2016-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AN AMENDMENT NO. 3 TO THE LOAN AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE ARTERIAL STREETS DEVELOPMENT IMPACT FEE, THE POLICE FACILITY DEVELOPMENT IMPACT FEE, THE RECREATION CENTER DEVELOPMENT IMPACT FEE FUND, THE ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND AND THE MEASURE A FUND

WHEREAS, the City Council levies a fee for the mitigation of the impacts of new development on Arterial Streets, the City’s Police Facilities, the Recreation Centers and the Animal Shelter and related facilities pursuant to the California Mitigation Fee Act (California Government Code Section 6600 et seq.); and

WHEREAS, the City collects and records these fees in separate funds called the Arterial Streets Development Impact Fee Fund, the Police Facilities Development Impact Fee Fund, the Recreation Center Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund; and

WHEREAS, the City has made disbursement from these funds that have resulted in negative cash balances in the Police Facility Development Impact Fee Fund (\$4,085,000) and the Animal Shelter Development Impact Fee Fund (\$137,000); and

WHEREAS, the City has a need to resolve the negative cash balances in these accounts; and

WHEREAS, on June 25, 2013 the City Council approved Resolution 2013-59 authorizing the original Loan Agreement between the General Fund and the Recreation Center DIF (\$145,000) and the Police Facility DIF (\$3,000,000) and the Animal Shelter DIF (\$175,000); and

WHEREAS, on June 10, 2014 the City Council approved Resolution 2014-45 authorizing Amendment No. 1 to the original Loan Agreement between the General Fund and the Recreation Center DIF (decreased to \$110,000) the Police Facility DIF (increased to \$3,500,000) and the Animal Shelter DIF (decreased to \$162,000); and

WHEREAS, on June 9, 2015 the City Council approved Resolution 2015-38 authorizing Amendment No. 2 to the original Loan Agreement between the General Fund and the Recreation Center DIF (decreased to \$60,000) the Police Facility DIF (remained at \$3,500,000) and the Animal Shelter DIF (decreased to \$147,000); and

1  
Resolution No. 2016-33  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-33 [Revision 3] (2027 : ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT NO. 3 TO THE LOAN

WHEREAS, the City desires to fully repay the General Fund for the loan of funds to the Recreation Center DIF (\$60,000) and partially repay the loan to the Animal Shelter DIF (\$10,000); and

WHEREAS, the City desires to loan funds from the General Fund to the Police Facilities Development Impact Fee Fund and the Animal Shelter Development Impact Fee Fund in amounts sufficient to cover the negative cash balances; and

WHEREAS, the City anticipates receiving future Police Facilities Development Impact Fees and Animal Shelter Development Impact Fees to repay these loans to the General Fund

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

BE IT RESOLVED that the Loan Agreement-Amendment No. 3 included as Exhibit A is hereby approved, authorizing the Loan Agreement from the General Fund and continuing the funding of the loans to the Police Facility DIF (\$4,085,000) and the Animal Shelter DIF (\$137,000).

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2  
Resolution No. 2016-33  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-33 [Revision 3] (2027 : ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT NO. 3 TO THE LOAN



**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-33 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

3  
Resolution No. 2016-33  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-33 [Revision 3] (2027 : ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT NO. 3 TO THE LOAN

**LOAN AGREEMENT  
AMENDMENT NO. 3**

The City of Moreno Valley is authorizing this AMENDMENT TO THE LOAN AGREEMENT (“Amendment 3”) as an interfund loan entered into as of the seventh day of June, 2016, authorizing the transfer of funds by and between the CITY OF MORENO VALLEY GENERAL FUND (herein the “General Fund”) and the CITY OF MORENO VALLEY POLICE FACILITY DEVELOPMENT IMPACT FEE FUND (herein the “Police Facility DIF”), the CITY OF MORENO VALLEY RECREATION CENTER DEVELOPMENT IMPACT FEE FUND (herein the “Recreation Center DIF”) and the CITY OF MORENO VALLEY ANIMAL SHELTER DEVELOPMENT IMPACT FEE FUND (herein the “Animal Shelter DIF”) and an interfund loan between CITY OF MORENO VALLEY MEASURE A FUND (herein the “Measure A Fund”) and the CITY OF MORENO VALLEY ARTERIAL STREETS DEVELOPMENT IMPACT FEE FUND (herein the “Arterial Streets DIF”)

**RECITALS**

- A. Pursuant to the provision of the California Mitigation Fee Act (California Government Code Section 66000 et seq.), the City Council of the City of Moreno Valley has approved the levy of an Arterial Streets Development Impact Fee, a Police Facility Development Impact Fee, a Recreation Center Development Impact Fee and an Animal Shelter Development Impact Fee to collect fees to mitigate the impact of new development on the City’s Police, Recreation Center and Animal Shelter facilities.
- B. The City has negative cash balances in the Police Facility DIF, and the Animal Shelter DIF.
- C. These cash balances are the result of the construction of facilities or the purchase of land for future expansion.
- D. The Arterial Streets DIF, the Police Facility DIF, the Recreation Center DIF and Animal Shelter DIF continue to receive revenues related to new development projects within the City.
- E. The City desires to loan the Police Facility DIF and the Animal Shelter DIF funds in an amount sufficient to resolve the negative cash balances related to these funds.

4  
Resolution No. 2016-33  
Date Adopted: June 7, 2016

**AGREEMENT**

- 1. The City has applied cash collected during Fiscal Year 2015/16 by the Recreation Center DIF (\$60,000) and the Animal Shelter DIF (\$10,000) towards the repayment of the outstanding loans.

Fund	Loan Balance 6/30/2015	Loan Repayment	Increase to Loan Amount	Loan Balance 6/30/2016
Police Facility DIF	\$3,500,000	\$0	\$585,000	\$4,085,000
Recreation Center DIF	\$60,000	\$60,000	\$0	\$0
Animal Shelter DIF	\$147,000	\$10,000	\$0	\$137,000

- 2. City staff is directed to make necessary appropriation adjustments to effectuate this loan.
- 3. City staff is directed to appropriately record this loan in the City's General Ledger system and subsequent financial reports, as necessary.
- 4. This loan is considered to be non-interest bearing.
- 5. The funds will be repaid by June 30, 2017.
- 6. If the funds are not repaid on or before June 30, 2017 in full, the City Council will reconsider this matter.

IN WITNESS WHEREOF, the parties have executed the Amendment 3 as of the date first above written.

CITY OF MORENO VALLEY

By:

\_\_\_\_\_  
 Michelle Dawson  
 City Manager

ATTEST:

\_\_\_\_\_  
 Leslie Keane  
 Interim City Clerk

5  
 Resolution No. 2016-33  
 Date Adopted: June 7, 2016

Attachment: Exhibit A - Loan Agreement Amendment No. 3 [Revision 4] (2027 : ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

6  
Resolution No. 2016-33  
Date Adopted: June 7, 2016

Attachment: Exhibit A - Loan Agreement Amendment No. 3 [Revision 4] (2027 : ADOPT RESOLUTION NO. 2016-33 AUTHORIZING AMENDMENT



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 7, 2016

**TITLE:** AUTHORIZATION TO AWARD AGREEMENTS FOR PROFESSIONAL CONSULTANT SERVICES TO VARIOUS CONSULTANTS FOR PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve each Agreement for Professional Consultant Services with CASC Engineering and Consulting, Inc. (CASC), California Watershed Engineering (CWE), and HR Green California, Inc. (HR Green), to provide on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division.
2. Authorize the City Manager to execute each Agreement for Professional Consultant Services with CASC, CWE, and HR Green, subject to the approval of the City Attorney.
3. Authorize the issuance of a Purchase Order annually to CASC, CWE, and HR Green in the not-to-exceed amount of \$25,000.00 each, when the agreements have been signed by all parties, and authorize the Chief Financial Officer to approve subsequent related purchase orders up to a maximum of four extensions or amendments with each consultant for a maximum contract value of not to exceed \$125,000.00 per each consultant, in accordance with the approved terms of the Agreements.
4. Authorize the Chief Financial Officer to make any necessary budget adjustment appropriations related to expenditures and offsetting revenues.

5. Authorize the Public Works Director/City Engineer to execute any subsequent extensions or amendments to the agreements a maximum of four times, subject to the approval of the City Attorney.

## **SUMMARY**

This report recommends approval of three (3) agreements through which consultants will provide on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) associated with new development and significant redevelopment projects for the Land Development Division. Firms were selected following review, rating and reference checks of proposals submitted to the City. The Land Development Division currently relies on consultants for timely review of WQMPs.

## **DISCUSSION**

Currently, WQMPs are being reviewed by Consultants. The current contract is on its fourth and final extension and will expire on June 30, 2016. The plan check consultants will assist the Land Development Division staff in order to maintain the division's goal of a timely plan review turn-around. The plan check services are fully recoverable and paid by the developers/land owners.

On March 23, 2016, the Request for Proposals (RFP) for Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) was advertised on PlanetBids and in the Press Enterprise newspaper.

On April 7, 2016, the City received four (4) proposals in response to the RFP. A selection committee, comprised of City staff, reviewed and rated all proposals according to the consultant's ability to perform the services. The following firms were selected to provide WQMP plan check consultant services: CASC Engineering and Consulting, Inc., California Watershed Engineering, and HR Green California, Inc. Due to the high volume of plan submittals, the top three (3) firms were selected for the following reasons:

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

The criteria used to evaluate the proposals were the firm's general experience and qualifications, key personnel professional experience and qualifications, and the firm's project approach and understanding of requested services.

In addition, reference checks were made for the top three (3) consultants. The reference check consisted of questions centered on the ability to perform plan reviews within the City's aggressive turn-around time, responsiveness, communication skills, and general overall satisfaction with the consultant's plan review services. The proposal evaluation scores were averaged together to come up with an overall score.

CASC, CWE, and HR Green were selected as the most qualified consultants for WQMP plan check services. These consultants were found to possess an ability to provide the required services on time and within budget. The specific services to be provided include:

- Picking up the Plan Check package from City Hall within one (1) business day of notification;
- Providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County;
- Reviewing P-WQMP and F-WQMP submittals, and meeting with developers, their representatives, and City staff when requested by the City;
- Providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week; and
- Assisting the City in the implementation of the WQMP program.
- Assisting the City with audits of its Stormwater Program by the Regional Water Quality Control Board.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will help achieve the Land Development Division goal of a timely plan review turn-around for development projects.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not help achieve the Land Development Division's goal of a timely plan review turn-around and could cause the delay of development projects through the approval process.*

### **FISCAL IMPACT**

The amount spent for professional consultant plan check services is funded through revenue received from the City's WQMP plan review fees in connection with services requested and paid for by developers/land owners. The cost of the required plan check

services are fully recoverable and paid by the developers/land owners. Each plan check consultant receives compensation based on a Not-to-Exceed Fee. It is recommended that any necessary future budget adjustment appropriations be made related to the expenditures and offsetting revenues. **There is no negative impact to the General Fund.**

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Zara Terrell  
Management Analyst

Concurred By:  
Hoang Nguyen, P.E.  
Associate Engineer

Concurred By:  
Michael Lloyd, P.E.  
Interim Engineering Division Manager

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

**CITY COUNCIL GOALS**

**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**ATTACHMENTS**

1. Agreement for Project Related Services - CASC
2. Agreement for Project Related Services - CWE
3. Agreement for Project Related Services - HR Green

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/17/16 7:30 AM
City Attorney Approval	<u>✓ Approved</u>	5/17/16 11:11 AM
City Manager Approval	<u>✓ Approved</u>	5/23/16 5:46 PM



**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

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

**RECITALS**

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

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

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

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

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

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**DESCRIPTION OF PROJECT**

1. The Project is described as On-call Engineering Plan Check Consultant Services of Preliminary and Final Water Quality Management Plans.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$25,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF MULTI-YEAR AGREEMENT**

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year 2016/2017 annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied."

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**TIME FOR PERFORMANCE**

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2017**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

**SPECIAL PROVISIONS**

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

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

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officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and

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liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

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

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

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of

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the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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



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avoided.

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

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

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

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

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assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

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

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

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

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully

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disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These

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provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

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- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This

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provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

CASC Engineering and Consulting, Inc.

BY: \_\_\_\_\_  
Chief Financial Officer

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date



# EXHIBIT A

RFP # 2016-010



**THE CITY OF MORENO VALLEY  
REQUEST FOR PROPOSAL FOR**

**PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK  
OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS  
(P-WQMP AND F-WQMP)**

RFP # 2016-010

**I. INVITATION**

You are hereby invited to submit a proposal for professional services to perform plan check of Water Quality Management Plans for New Development and Significant Redevelopment projects.

Prospective proposers/bidders must register and download copies of the RFP package and submit proposals electronically (in PDF format) via the City's online bidding system located at: [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml)

**Proposals are due before 2:00 P.M. on Thursday April 7<sup>th</sup>, 2016**

Proposers are solely responsible for "on-time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully through PlanetBids. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible to familiarize themselves with online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and the stability of their internet service to successfully submit their proposals. Proposers experiencing any technical difficulties with the proposals submission process may contact PlanetBids at 818.992.1771

All questions regarding this RFP must be submitted through the online bidding system Q&A tab noted above before **2:00 P.M. on Monday April 4<sup>th</sup>, 2016**

**II. PROJECT DESCRIPTION**

The successful firm will perform plan check of P-WQMP and F-WQMP associated with New Development and Significant Redevelopment projects. As required under the City of Moreno Valley's National Pollutant Discharge Elimination System Permit No. CAS 618033 (MS4 Permit) and the Water Quality Management Plan – A Guidance document for the Santa Ana Region of Riverside County; New Development and Significant Redevelopment projects shall be required to submit a project-specific WQMP prior to discretionary project approval or permit. The successful firm shall review both the P-WQMP and F-WQMP submittals for a project to ensure requirements of the WQMP are met. The successful firm shall recommend for approval both the P-WQMP and the F-WQMP for a project to the City.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**III. PROJECT BUDGET**

The City of Moreno Valley will fund the services using stormwater plan check related revenues. The consultant will be required to adhere to all federal, state and local requirements.

**IV. SCOPE OF SERVICES**

Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but are not be limited to 1) picking up Plan Check package from City Hall within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County. This document can be viewed under the Riverside County Flood Control District's website [http://rcflood.org/downloads/NPDES/Documents/SA\\_WQMP/SantaAnaWQMPPGuidance.pdf](http://rcflood.org/downloads/NPDES/Documents/SA_WQMP/SantaAnaWQMPPGuidance.pdf) (**Guidance Document**), 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and City staff when requested by the City, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, and 5) providing City staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

**PRELIMINARY WQMP (P-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following: one (1) copy of the Applicant's first submittal of the P-WQMP; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time and Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. City copy machines will be made available to the consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultants use in performing the required services.

**B. TRANSFER OF P-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the P-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted P-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF P-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. FIRST THREE REVIEWS**

The Consultant shall conduct up to three (3) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent by FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparers delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for the first three (3) reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**2. FOURTH AND SUBSEQUENT REVIEWS**

The Consultant shall conduct a fourth and subsequent review, as necessary, until the P-WQMP is ready for a recommendation of approval. Fourth and subsequent reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first three submittals.

Compensation for the fourth and subsequent reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**3. TELECONFERENCES/MEETINGS**

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for P-WQMP teleconferences or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF P-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**

**REQUEST FOR PROPOSAL**  
**WQMP PLAN CHECK CONSULTING SERVICES**

1. ALL REVIEWS

The Consultant shall conduct all reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent via FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for all reviews for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

2. TELECONFERENCES/MEETINGS

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for Teleconferences/meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

E. RECOMMENDATION FOR APPROVAL

The Consultant shall forward one (1) project specific P-WQMP, signed and notarized by the project owner or other appropriate person, accompanied by a written recommendation that the P-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

Compensation for recommendations for approval of the P-WQMP is incorporated into the fee for P-WQMP review.

**FINAL WQMP (F-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the Conditions of Approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time-and-Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The F-WQMP shall be consistent with the approved P-WQMP and shall include all elements described in the Guidance Document. City copy machines will be made available to the Consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultant's use in performing the required services.

**B. TRANSFER OF F-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the F-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted F-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF F-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. COMPLEX REVIEWS**

**Complex Review Projects**

Complex Reviews include the following types of projects:

- MFR or SFR (Residential Projects) > 50 Units
- Commercial > 2 Ac
- Industrial > 1 Ac
- Automotive > 1Ac
- Restaurants > 1Ac
- Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots > 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Complex F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F- WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP

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comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Fourth and Subsequent F-WQMP Review**

The Consultant shall conduct a fourth and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews.

Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconferences and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Complex Review.

**Fourth and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for the fourth and subsequent teleconferences and/or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

2. **STANDARD REVIEWS**

**Standard Review Projects**

Standards reviews include the following types of projects:

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- MFR or SFR (Residential Projects) ≤ 50 Units
- Commercial ≤ 2 Ac
- Industrial ≤ 1Ac
- Automotive ≤ 1Ac
- Restaurants ≤ 1Ac
- Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots ≤ 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to two (2) reviews of the Standard F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Third and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F WQMP reviews.

Compensation for the third and subsequent reviews of the F-WQMP shall be as described in the Consultants Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconference and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise



**REQUEST FOR PROPOSAL**  
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facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Standard Review.

**Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultants Proposal (*see Section V.C. for further detail*).

**3. BASIC REVIEWS**

**Basic Review Projects**

Basic reviews include the following types of projects:

- Hillside Residential ≤ 9 Units

**F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Basic F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Fourth and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews. Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs

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for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconferences and Meetings**

The Consultant shall participate in two (2) teleconferences and/or meetings with the Applicant and their F-WQMP Preparer, at the City's request to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

**Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF F-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**

**F-WQMP Reviews**

The Consultant shall conduct reviews of the F-WQMP of projects greater than or equal to \$50,000,000 Total Value (as determined by the City) to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

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**Teleconferences and Meetings**

The Consultant shall participate in teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for all reviews, teleconferences and meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology and shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**E. F-WQMP APPROVAL**

Preparers will be notified when the F-WQMP is ready for approval. Following notification, the Preparer shall submit two (2) original F-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files.

The Consultant shall forward to the City one (1) project specific F-WQMP, wet signed by the Applicant with the signature notarized and wet and sealed by the Engineer of Record, accompanied by a written recommendation that the F-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.

Compensation for recommendations for approval of the F-WQMP is incorporated into the fees for Complex F-WQMP reviews.

**PROJECT REPORTING**

The Consultant shall provide a Project Status Log spreadsheet to the City regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP and one for F-WQMP. The worksheets shall contain the project number, project name or tract number, description, reviewer initials, status, notification date, resubmittal date, approval date, review category (basic, standard, or complex), and for each plan check iteration, the received date, returned date, reviewer turn-around time, applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 PM.

Compensation for project reporting shall be incorporated into the fees for P-WQMP and F-WQMP reviews.

**PROGRAM IMPLEMENTATION ASSISTANCE**

The Consultant shall assist the City in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing City-specific guidance for WQMP preparation; reviewing City standard plans, details, and codes for compatibility with WQMP requirements; developing City standard plans or details for water quality BMPs; and other WQMP and water quality protection assistance related to development and redevelopment within the City.

Compensation for program implementation assistance shall be as described in the Consultants proposal.

**STORMWATER PROGRAM AUDIT**

**REQUEST FOR PROPOSAL  
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The consultant shall assist the City with any and all inquiries from the Regional Water Quality Control Board. This may include but is not limited to meetings and written responses to all questions from the Regional Water Quality Control Board regarding WQMPs.

Compensation shall be incorporated into the fees for F-WQMP reviews.

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the consultant's proposal.
- B. A statement that this RFP and the consultant's proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that Professional Services to be provided, and fees therefore, will be in accordance with the city's RFP except as otherwise specified in the consultant's proposal under the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL." In this section, include the completed Cost Proposal Sheet attached as Exhibit A-1. Bidders may also include any other documents as information to further explain the proposed costs as attachments to Exhibit A-1. In addition, Bidders shall provide hourly rates and material costs for F-WQMPs  $\geq$  \$50M. Proposals must fully describe all costs charged to the City as part of the contract.
- D. A single and separate section with the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the consultants proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the consultant's staff and all subcontractors, if any, to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
- F. A statement that all charges for Professional services is a Not to Exceed Fee as submitted with and made a part of said consultant's proposal.
- G. A statement that the consultant's hourly rate schedule is part of the consultant's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- H. A statement that the consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**VI. PAYMENT(S) TO CONSULTANT**

The City will pay the consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VII. INSURANCE**

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

**GENERAL LIABILITY**

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

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VIII. INDEMNIFICATION**

- A. The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, the Moreno Valley Community Services District (CSD), Riverside County Transportation Commission (RCTC), and Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultants employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, CSD, RCTC, and WRCOG, their officers, agents or employees.
- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, RCTC's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, CSD, RCTC, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

**IX. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving 48 hours written notice to the Consultant of such termination and specifying the effective date thereof. All finished documents and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**X. INDEPENDENT CONTRACTOR**

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

**XI. CONTRACT**

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

**REQUEST FOR PROPOSAL**  
**WQMP PLAN CHECK CONSULTING SERVICES**

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

**XII. GENERAL CONDITIONS**

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

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

- B. Not Applicable.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for this Consultant engagement will be made to the Consultant who, in the opinion of the City, is best qualified.
- E. The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. The RFP will not be counted when included in the Proposal.

**XIII. SELECTION CRITERIA**

- A. The consultant may be invited to a selection interview. The proposals will be rated according to the following criteria:
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
  2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
  3. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure the City remains in compliance with the MS4 permit.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

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

**Exhibit A-1  
COST PROPOSAL SHEET  
FOR  
P-WQMP and F-WQMP Reviews**

**(Consultant's Name)**

<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
<b><u>Preliminary WQMP</u></b>		
First Three (3) Reviews		L.S.
Fourth and Subsequent Review		EA.
Teleconference		EA.
Meeting		EA.
Expedited Review		EA.

<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
<b><u>Final WQMP &lt; \$50 M Total Value</u></b>		
<b>Complex Review</b>		L.S.
First Three (3) Reviews including Two (2) Teleconferences and/or Meetings		EA.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
<b>Standard Review</b>		
First Two (2) Reviews including Two (2) Teleconferences and/or Meetings		L.S.
Third and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
<b>Basic Review</b>		
First Three (3) Reviews include Two (2) Teleconferences and/or Meetings		L.S.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.



**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

Expedited Review		EA.
TASK	CONSULTANT'S FEE	UNIT
Program Implementation Assistance		

# EXHIBIT B



Proposal for:

**CITY OF MORENO VALLEY  
PROFESSIONAL CONSULTANT SERVICES FOR  
PLAN CHECK OF PRELIMINARY AND FINAL  
WATER QUALITY MANAGEMENT PLANS  
(P-WQMP AND F-WQMP)  
RFP NO. 2016-010**

Submitted To:

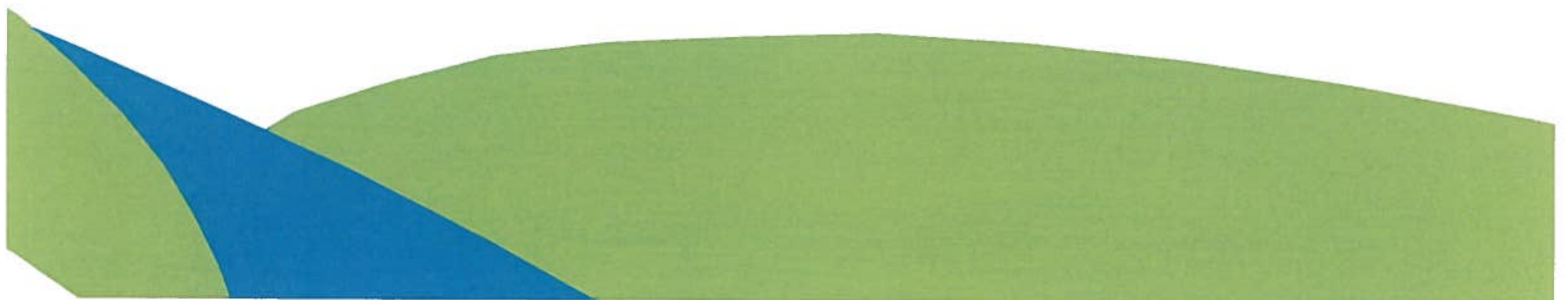
**CITY OF MORENO VALLEY**  
Proposal Submitted Digitally Via Website Upload

Submittal Date:

**April 7, 2016**

Submitted By:

**CASC Engineering and Consulting, Inc.**  
Jeff Endicott, P.E., BCEE, CPESC, QSP/D, ToR  
1470 E. Cooley Drive  
Colton, CA 92324  
(909) 783-0101 Ext. 5380  
jendicott@cascinc.com  
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Fax: (909) 783-0108

April 7, 2016

City of Moreno Valley  
14177 Frederick Street  
PO Box 88005  
Moreno Valley, CA 92552

**PROPOSAL UPLOADED VIA PLANETBIDS**

**PROPOSAL FOR: PROFESSIONAL SERVICES FOR PLAN CHECK OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS (P-WQMP AND F-WQMP)**

Dear Selection Committee,

CASC Engineering and Consulting (CASC) is pleased to submit this proposal for consulting services for Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) to the City of Moreno Valley. CASC, a California S corporation, was established in 1993 and has been providing professional consulting services to government agency clients for over 23 years. All proposed work will be performed from our Colton office, located less than 14 miles from Moreno Valley.

CASC is regarded as one of the leading water quality plan review consulting firms in the state of California. We bring to the City of Moreno Valley not just plan review experience, but extensive experience in all aspects of the City's MS4 permit for the Santa Ana River watershed. CASC has reviewed the scope of services listed within the RFP for providing WQMP plan check consulting services and believes that the most important elements of this proposal are as follows:

**Project Organization and Key Personnel** proposed to provide the required services.

- Ultimately, the success of projects comes down to the people involved, and CASC has proposed a stellar team for the project.
- The proposed project team is led by a Project Manager and an Engineering Director with over 50 years of combined experience that have worked together to complete similar projects with the City of Moreno Valley and other agencies. The support team has worked with the Project Manager and Engineering Director in providing similar services and are eager to assist the City.

**Proposed General Approach** to accomplish plan review and assistance services included in the Scope of Services in the RFP.

- CASC's general approach to the project is one that takes maximum advantage of our plan review experience and combines it with the City's protocols and standards to produce a practical approach to timely review services. Because of CASC's long history of providing NPDES related plan review and consultation services to the City, CASC is the original author of the scope of services listed within this RFP.
- Should conditions be discovered that are not covered by existing protocols, the CASC team is quite comfortable developing and implementing innovative solutions, while coordinating with the City's Land Development Division. The firm is known for its "can do" approach on unusual-circumstance BMP implementations to meet existing project constraints while maintaining compliance.

**BECAUSE OF CASC'S LONG HISTORY OF PROVIDING NPDES RELATED PLAN REVIEW AND CONSULTATION SERVICES TO THE CITY, CASC IS THE ORIGINAL AUTHOR OF THE SCOPE OF SERVICES LISTED WITHIN THIS RFP.**



1470 E. Cooley Drive  
Colton, CA 92324  
Office: (909) 783-0101  
Fax: (909) 783-0108

**Experience and Technical Competence** of the firm completing similar services for the City in the past, as well as on other similar projects.

- CASC's key team members hold certifications that require continuing education, thereby providing a regimented process for staff to participate in educational events that keep them up to date on programmatic and regulatory requirements.
- CASC teaches classes on WQMP preparation for Riverside and San Bernardino Counties, and one of our staff is a Board of Director, and another a member of the Executive Program Committee, of the California Stormwater Quality Association (CASQA). The firm's involvement in teaching and professional associations means the firm and its staff learn of important regulatory changes in advance of their applicability to projects under review.

We appreciate the opportunity to provide our proposal and qualifications and look forward to continuing to work with the City of Moreno Valley.

**Required Statements**

- A. *The RFP is incorporated entirely in CASC's proposal.*
- B. *The RFP and CASC's proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said agreement is fully executed by CASC and the Mayor or City Manager of Moreno Valley.*
- C. *Professional Services provided, and fees therefore, will be in accordance with the city's RFP except as otherwise specified in the consultant's proposal under the heading "Exceptions to the City's Request for Proposal".*
- D. *"Exceptions to the City's Request for the Proposal"- CASC has no exceptions to the City's conditions to this RFP.*
- E. *CASC's proposal includes a "Statement of Qualifications" applicable to this project, including the names, qualifications, and proposed duties of CASC's staff and all subcontractors (if any), to be assigned to this project; a listing of similar projects completed including the names, titles, addresses and telephone numbers of appropriate persons whom the City could contact.*
- F. *CASC acknowledges that all charges for Professional Services are a Not-to-Exceed Fee as submitted with and made a part of CASC's proposal.*
- G. *CASC's hourly rate schedule is part of the proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.*
- H. *CASC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.*

Sincerely,

**CASC ENGINEERING AND CONSULTING INC.**

A handwritten signature in blue ink that reads "Jeff Endicott".

Jeff Endicott, P.E., BCEE, CPESC, QSD/P  
Director of Engineering  
1470 E. Cooley Drive, Colton, CA 92324  
Phone (909) 783-0101 Ext: 5380  
[jendicott@cascinc.com](mailto:jendicott@cascinc.com)



**CITY OF MORENO VALLEY**  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK OF  
PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLAN  
RFP # 2016-010

GENERAL EXPERIENCE AND QUALIFICATION INFORMATION



## THE FIRM'S GENERAL EXPERIENCE AND QUALIFICATIONS

### BUSINESS NAME AND TYPE

CASC Engineering and Consulting, Inc. (CASC) is the name of the firm submitting this proposal. The firm is a California S Corporation.

### YEARS IN BUSINESS AND PRIOR BUSINESS NAMES

CASC has been in business for 23 years (since 1993), with its California S Corporation status filed on October 30, 1995. CASC has been doing business under its current name for 2 years. Previously, the firm conducted business as AEI-CASC Engineering, Inc. and AEI-CASC Consulting.



### SUMMARY OF RELEVANT QUALIFICATIONS AND EXPERIENCE

CASC was formed to provide professional consulting services to a variety of industry sectors, including: city, county, and state government agencies; public and private utilities; districts, including flood control districts, special districts and school districts; private enterprise; and industry. CASC is a mid-sized consulting firm that combines the personal touch of a small firm, with the stability of the large publicly-traded consulting conglomerates. Since 1998, CASC has been ranked by the Inland Empire Business Press as one of the top five Inland Empire consulting firms (based on local area gross revenues). We currently employ over 50 professionals, working from four Southern California offices, with the majority of our staff living in San Bernardino and Riverside Counties.

CASC brings the essential and desirable qualifications to the City to successfully complete assigned plan review and consulting assistance tasks.

*CASC possesses an exemplary team with extensive knowledge and a proven track record of providing plan review and NPDES consulting services to the City of Moreno Valley*

- **Experienced Team with Demonstrated Knowledge, Skills, and Abilities:** CASC Engineering and Consulting is the best qualified firm to perform the required services for the City because the firm proposes an exemplary team with the requisite knowledge, skills and abilities, and track record of performing similar services for agencies in San Bernardino, Riverside, and Los Angeles counties; including extensive and on-going working experience and relationships with the City of Moreno Valley and staff at the Santa Ana Regional Water Quality Control Board.
- **Credentialed Team:** The knowledge of the CASC team is confirmed by the extensive array of credentials held by team members: these credentials provide third-party verification as to each team member's knowledge in the industry. CASC's team includes four Construction General Permit Trainers-of-Record, two Industrial General Permit Trainers-of-Record, two of the first Industrial QISPs, and numerous holders of CPSWQ, CPESC, and CESSWI certifications. The team is complimented by State of California registered professionals including a Professional Engineer, Professional Geologist, and Registered Landscape Architect. Team members hold offices in stormwater related professional associations, including the California Stormwater Quality Association, American Public Works Association, and International Erosion Control Association. These office positions give CASC staff access to breaking insider information that can be disseminated to the team to maintain fresh and current industry knowledge, often long before others even hear of the issue.
- **Local and Right-Sized Firm:** CASC's corporate office has been located in Colton for 20 years, about 14 miles from the City's Land Development Department on Frederick Street. Our proximity provides the City with efficient support services, eliminating the extra travel time and logistical challenges associated with Los Angeles, Orange, and San Diego County consultants. CASC is also a mid-sized firm – small enough to make any assignments a top priority–yet large enough to fully staff the project and to maintain backup staff to address peaks in any assigned workload. Micro firms may have difficulty meeting the simultaneous demands of multiple projects, and very large firms may view plan review work as “filler” work – both conditions conducive to sub-par performance. CASC's local roots, local staff, and firm size mean the City's work will receive the attention it needs and deserves from a qualified team.
- **Proven Project Approach:** CASC Engineering and Consulting is the best qualified firm to perform the required services for the City because the firm proposes an exemplary team with a proven track record of performing similar services for the City, as well as other agencies in San Bernardino, Riverside, and Los Angeles counties.
- **City's Agreement:** CASC is comfortable working under the terms of the City's Agreement, as we have done for many years.



INSURANCE CERTIFICATE

Check# 128826 20CASC030

**ACORD. CERTIFICATE OF LIABILITY INSURANCE** ACORD 101

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

WHEREAS, the undersigned being an insuring, reinsuring, or participating insurer, a contribution to the sum insured by the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>Insured</b> 20243 Insurance Services of Orange County 3040 Kabela Avenue Ste 1100 Anaheim, CA 92806	<b>Agent</b> CASC Engineering and Consulting Inc 1470 E Conley Drive Citrus, CA 92526	<b>Insurer</b> Mary F. Baker 714 647-2999 1700 W. 17th Street Los Angeles, CA 90024	<b>Insured's Address</b> 1470 E Conley Drive Citrus, CA 92526
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Code	Description	Form No.	Effective Date	Expiration Date	Amount
A	Automobile Liability	72CE	10/01/19	02/01/20	\$1,000,000
B	General Liability	7200	10/01/19	02/01/20	\$2,000,000
C	Errors & Omissions (Prof. Liability)	0217	10/01/19	02/01/20	\$2,000,000

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EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

CASC Engineering and Consulting, Inc. has no exceptions to the City's conditions to this RFP.

LOCAL PROJECT EXPERIENCE  
WQMP PLAN CHECKING SERVICES AND NPDES SUPPORT SERVICES  
CITY OF MORENO VALLEY, CA

CASC is providing environmental consulting and Water Quality Management Plan (WQMP) Plan Check services to the City of Moreno Valley. CASC is responsible for reviewing and recommending approval of WQMPs submitted to the City in accordance with requirements adopted by the City, in response to provisions of the area-wide municipal NPDES storm water permit. The WQMP plan check services include review of both Preliminary WQMPs (P-WQMP) and Final WQMPs (F-WQMP). During the plan checking process a WQMP checklist is utilized to differentiate the Preliminary and Final requirements for recommended approval.

**Reference Information**  
**Contact: Hoang Nguyen**  
 Associate Engineer  
 City of Moreno Valley  
 Phone: 951.413.3216  
 Length of Service: 10 Years

WQMP review standards are based on the concepts addressed in the Riverside County WQMP Guidance Document, including, but not limited to: proposed site-specific Low Impact Development Best Management Practices (LID BMPs), specifically selection of the proposed LID BMPs that correlate to the Guidance implementation hierarchy; proper soil testing methods and infiltration feasibility analysis, identification of responsible party/s for implementation of the WQMP requirements; source control BMP implementation; proper and compliant LID BMP design and calculations, and inclusion of all corresponding data, supporting studies and reports, project-appropriate training materials, and references.

CASC has been performing plan review and NPDES consulting services for over 10 years and is thoroughly familiar and up to date with the City's practices and procedures. For example, in late summer of 2015, the Santa Ana RWQCB determined that development drainage from the City of Moreno Valley did not cause or contribute to hydrologic conditions of concern (HCOC), and thereby ruled that the City was exempt from WQMP HCOC mitigation requirements.





**NPDES CONSULTING AND PLAN REVIEW SERVICES**  
CITY OF HEMET, CA

CASC is currently providing WQMP, Hydrology Report Plan Check Services, and NPDES consulting services to the City of Hemet. CASC is responsible for reviewing and recommending approval of WQMPs and hydrology reports and calculations submitted to the City of Hemet in response to provisions of their municipal NPDES storm water permit, the approved WQMP Guidance Document, and City drainage ordinance requirements. CASC corresponds with the City of Hemet’s engineering department, as needed, to ensure that all plan reviews are conducted in accordance with the City’s most updated standards and to provide status of specific plan checks, upcoming developments, innovations of LID BMPs, and the City’s preferences for drainage device and LID BMP implementation.

Reference Information  
**Contact: Denise Bartz**  
**Engineering Technician**  
**City of Hemet**  
**Phone: 951.765.2360, Ext. 4**  
**Length of Service: 3 Years**

CASC also provides the City with consultation services which include providing guidance on inspection requirements per the City’s MS4 Permit, reviewing developer proposed LID BMP variances for compliance, and review of unusual drainage device designs for system functionality.

CASC works closely with the City to ensure that developer fees are assigned and projects are completed within deadlines set by the City to accommodate critical planning, environmental review and City Council deadlines.

**NPDES CONSULTING AND WQMP (SUSMP) PLAN CHECKING SERVICES**  
CITIES OF HIGHLAND, MONTCLAIR, HEMET, MORENO VALLEY, BANNING, WILDOMAR, AND RIVERSIDE COUNTY TRANSPORTATION AND LAND MANAGEMENT AGENCY

CASC is currently providing WQMP, and hydrology and hydraulic calculation plan check services to the cities of Highland, Wildomar, Hemet and to the County of Riverside’s TLMA department, covering three separate watersheds. CASC is also providing WQMP plan check services for the cities of Moreno Valley, Banning and Montclair. CASC is responsible for reviewing and recommending approval of WQMPs and/or hydrology calculations submitted for review, in accordance with requirements adopted by these agencies, and in accordance with each watershed’s established WQMP guidance document.

Reference Information  
**Contact: Jarrod Gibbon**  
**Principal Engineering Technician**  
**Riverside County TLMA**  
**Phone: 951.955.3185**  
**Length of Service: 3 Years**

The plan check process includes identifying if a project has accurately completed an LID BMP feasibility assessment in correlation with the established hierarchy. Plan checks are conducted to identify that the WQMP and hydrology calculations meet required agency standards and complies with requirements of the WQMP Guidance and any established agency design requirements. CASC reviews may include review of landscape plans by one of the firms RLA’s, and drainage concepts by one of the firm’s engineers with experience in hydrology/hydraulic review. Comments are provided to the preparer in the form of “redlines” and also in narrative form on developed agency checklists.



## WATER QUALITY MANAGEMENT PLANS AND STORM WATER POLLUTION PREVENTION PLANS – PLAN CHECKING AND PEER REVIEW SERVICES

COUNTY OF RIVERSIDE – ECONOMIC DEVELOPMENT AGENCY (EDA), CA

CASC is assisting EDA in implementing its capital improvement program by conducting WQMP and SWPPP plan checks and providing peer review services. To date, CASC has assisted EDA with the following projects: Riverside County Regional Medical Center; East County Detention Center Jail; East County Detention Center Parking Structure; and Van Horn Youth Treatment and Education Center. Plan Checks include reviewing WQMPs and SWPPPs for conformance with local and state permit requirements, and redlining the documents to indicate items out of conformance, and recommending approval of the documents when requirements are met. Plan Checks are usually on a project's critical path, and therefore expedited schedules and reviews are routine. Peer Reviews examine the WQMP from a perspective that extends beyond simple compliance with the program guidance documents. The peer review examines constructability of the proposed Best Management Practices (BMPs), requirements for protection of the BMPs during construction and commissioning of the project, and long term BMP maintenance. The perspective of the peer review is that of an owner/operator of a facility.

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### PLAN REVIEW AND SUPPORT SERVICES

CITY OF REDLANDS, CALIFORNIA

CASC was previously under contract with the City of Redlands to provide WQMP, engineering plan check, and map review services for the Municipal Utilities and Engineering Department, and currently provides map review services. From 2004 to 2008, CASC reviewed over 200 improvement plans and technical reports for the City. The firm's services were flexible, with adjustments made periodically to meet the development demand in the City. During the peak of development in the early-2000s, CASC staff worked directly from City of Redlands offices. As development slowed, CASC met review schedules working from our office in Colton. Plan review types consisted of:

- **Improvement Plan Checking** of land development plans, including precise grading plans, erosion control plans, street improvements, street tree plans, and storm drain plans.
- **Technical Report Checking** of Preliminary and Final Water Quality Management Plans (WQMPs), Storm Water Pollution Prevention Plans (SWPPPs), geotechnical/soils reports, and hydrology/hydraulics reports.
- **Map Checking** of proposed improvements including tract maps, parcel maps, lot line adjustments, legal descriptions and plats, and other survey-related reviews.

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### WATER QUALITY MANAGEMENT PLANS REVIEW SERVICES

CITY OF WILDOMAR, CALIFORNIA

CASC is currently providing WQMP and hydrology/hydraulic calculation review services to the City of Wildomar. During the review process, CASC verifies modeling performed by document prepares for compliance with the Santa Margarita River Watershed's hydrologic performance standards. Additionally, CASC reviews the sedimentation analysis to determine if the project contributes sediment to down stream receiving waters, to ensure that waterbodies are not starved of needed sedimentation through the process of development.

The plan check process includes identifying if a project has accurately completed an LID BMP feasibility assessment in correlation with the established hierarchy. Plan checks are conducted to identify that the WQMP and hydrology calculations meet required agency standards and complies with requirements of the WQMP Guidance and any established agency design requirements.



**CITY OF MORENO VALLEY**  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK OF  
PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLAN  
RFP # 2016-010

## EXPERIENCE OF KEY PERSONNEL



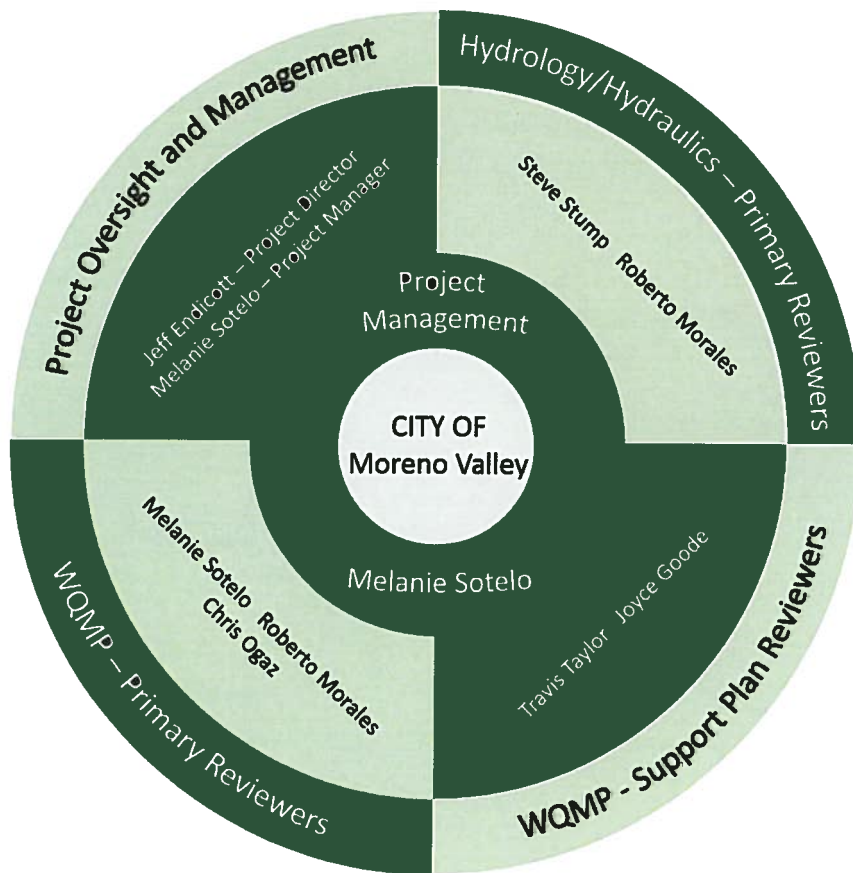
## KEY PERSONNEL AND EXPERIENCE

### KEY PERSONNEL

CASC has assembled a team of professional staff to lead the firm’s efforts in providing professional consultant services to the City of Moreno Valley. Key professional staff consist of CASC team members that are currently providing services to the City of Moreno Valley. Jeff Endicott, a well-known expert in the storm water industry, will continue as the Project Director, with Melanie Sotelo acting as the Project Manager and the key point of contact between the City and the firm. CASC combines WQMP plan reviews with a review of hydrology and hydraulics to verify feasibility of proposed drainage devices presented within the WQMPs. All review staff are CASC employees with their credibility and knowledge evident from their long list of credentials and accreditations, as shown on the resumes on the following pages and in Exhibit B. The firm has sufficient resources to complete the work without the need for subconsultants.

All members of the project team are currently providing plan review services to the City and/or other public entities, and thus have a proven track record of performance on work described in the RFP. CASC has developed a reputation as a company that provides technically appropriate and compliant plan reviews, as well as providing credible advice to clients. Our staff uses this same approach in the work we currently perform for the City of Moreno Valley.

### TEAM ORGANIZATIONAL GRAPH



**EDUCATION:**

- BS / Environmental Resources Engineering / Humboldt State University / California

**PROFESSIONAL REGISTRATIONS:**

- Professional Civil Engineer
  - California / #040658
  - Nevada / #013503
  - North Dakota / PE-8749
- Board Certified Environmental Engineer / National / #04-20040
- Certified Professional in Erosion and Sediment Control (CPESC) / International / #5414
- Qualified SWPPP Developer / California / #00004
- California Stormwater Quality Association / Approved Trainer-of-Record
- EnviroCert International / Approved Trainer for Certified Professional in Erosion and Sediment Control (CPESC)

**PROFESSIONAL AFFILIATIONS:**

- California Stormwater Quality Association / Director: 2003-2009, 2012-2017; Executive Program Coordinator 2004, 2005; Secretary of the Corporation 2003, 2007
- International Erosion Control Association Western Chapter / Director: 2014-2016, President: 2016
- American Public Works Association - Inland Empire Branch / Director: 2014-2017
- American Society of Civil Engineers - San Bernardino and Riverside Counties Branch / President 1993-1994
- Inland Empire Council of Engineers and Scientists / President: 1995 - 1996

**JEFF ENDICOTT, P.E., BCEE, CPESC, QSD/P, TOR-CGP**  
**DIRECTOR OF ENGINEERING / PROJECT DIRECTOR**

Mr. Endicott has extensive environmental and civil engineering experience as a consultant and in the public sector. Water, as a resource and as a force in nature, has been a central element of Jeff's work, with projects ranging from development of potable water supplies to prevention of environmental damage initiated by rainfall and runoff. Mr. Endicott draws upon his public sector and private sector experience to produce practicable solutions to complex environmental problems.

Mr. Endicott is widely recognized as an expert on water quality management planning for new development and redevelopment, and has taught courses on the subject attended by over 2,000 municipal staff, consultants, and other interested parties. He has been an invited guest speaker for seminars sponsored by the Association of Environmental Planners, American Society of Civil Engineers, Building Industry Association, Regional Water Quality Control Boards, and Lorman Educational Services. Jeff has delivered technical presentations related to water quality and new development at StormCon in 2007 and 2009, and at the California Stormwater Quality Association Conferences in 2005-2008, and 2011-2012.

Mr. Endicott has served in prominent roles in the development of standard-setting guidance related to stormwater quality management, including guidance on Treatment Control Best Management Practices (TCBMPs).

- **"California Stormwater Quality Best Management Practice Handbooks."** Jeff served as Project Manager for the development of the four-volume set of handbooks, and he was a key author of the **"New Development – Redevelopment Handbook"** and the key technical advisor on the **"Construction Handbook."** The CASQA Handbook continues to be the "go to" source for many California communities when it comes to TCBMP design and maintenance.
- **"Start at the Source."** Jeff served as a technical advisor to the Bay Area Stormwater Management Agencies Association for development of the book that introduced California to Low Impact Development (LID). Later, he was the technical director for the document, **"Using Start at the Source to Comply with New Development Requirements for Stormwater Quality Protection"** that described engineering approaches to implementing the "Start at the Source" philosophies.
- **"Low Impact Development Manual for Southern California."** Jeff was a technical advisor for development of this manual. Jeff's role was to make sure that the LID practices in the manual were appropriately adapted for implementation in Southern California.
- **"Stormwater Quality Best Management Practice Design Handbook for Low Impact Development in the Whitewater River Region."** Jeff served as the technical director for the update of this manual to reflect the unique environmental conditions in the Coachella Valley area of Riverside County.

Collectively, this experience means that Jeff understands not only *how* to implement TCBMPs, he also *why* the practices are implemented and *where* the requirements originated. This background is essential to effectively directing teams evaluating, inspecting, and assessing the design, performance, and maintenance of TCBMPs.

**RELEVANT EXPERIENCE:**

Mr. Endicott has extensive relevant experience related to storm water treatment control best management practices (TCBMPs) as demonstrated by the following projects.



**Treatment Control BMP Evaluation and Inspection Services:** Mr. Endicott directs the firm’s team that provides services to validate the appropriate design, specifications, and implementation of TCBMPs.

- **City of Fremont:** Facing stringent requirements for discharges into San Francisco Bay, the City of Fremont staff elected to develop their own TCBMP for use in dense urban areas of the City. Throughout design, Mr. Endicott was retained to provide peer review of the City’s “Treewell Filter”, a hybrid bioretention system. After construction of two full-scale Treewell Filters, the City retained Jeff to conduct flow simulation testing to validate the as-built capacity of the TCBMPs. Subsequently, the San Francisco Estuary Institute engaged Mr. Endicott to conduct a peer review of the Institute’s evaluation of the water quality performance of the Treewell Filters.
- **County of San Bernardino:** Mr. Endicott’s technical expertise was utilized to establish the County’s current TCBMP inspection milestones, milestones that represent critical steps in TCBMP implementation.
- **City of Highland:** The City of Highland experienced problems with a Sand Filter TCBMP at its new police station, and the City called on Jeff for assistance. He quickly assessed the problem and provided recommendations for its resolution, assisting the City in getting the TCBMP online before the ribbon cutting ceremony at the facility.
- **City of Moreno Valley:** When builder a major builder and the City of Moreno Valley could not agree on the adequacy of the Nason Basin as a TCBMP, Mr. Endicott was retained to evaluate the constructed basin. Mr. Endicott made recommendations to retrofit the basin so that it could meet design standards without completely reworking the basin. The basin was then accepted by the City.

Mr. Endicott utilizes his team’s observations during TCBMP inspections to assist agencies in selecting TCBMPs to allow in their jurisdiction and to identify ways to minimize the challenges associated with certain TCBMPs.

**WQMP Review and Plan Check Services:** Mr. Endicott has directed CASC’s WQMP Review and Plan Check Services Team since 2004. During this time, the team has plan checked many hundreds of WQMP submittals on projects including master planned communities of over 1,600 acres, major warehouse facilities, big-box store retail centers, small commercial centers, single and multi-family residential developments, public works projects, utility projects, and more. His experience includes WQMP Plan Checking for the following agencies:

Jeff assists agencies determine the appropriate set of BMPs, including TCBMPs, to allow in WQMPs within in their jurisdiction by clearly identifying the benefits and constraints of various BMPs. He works with agencies to devel-

Riverside County Agencies

San Bernardino County Agencies

County of Riverside, TLMA	County of Riverside, EDA	City of Highland	City of Montclair
City of Moreno Valley	City of Hemet	City of Redlands	City of Colton
City of Temecula	City of Perris	City of San Bernardino	
City of Banning			

op design standards. He and advises agencies during meetings with developers and their WQMP preparers, and advises agencies on emerging WQMP and BMP issues. For agency projects, Jeff provides peer review services whereby he advises the agency regarding the near- and long-term implications associated with their selection of LID BMPs.

**RELEVANT PROFESSIONAL PUBLICATIONS AND PRESENTATIONS**

**Beyond BMP Design By Rules of Thumb – A Simple Hydrograph Approach to Designing Bioretention and Filtration BMPs:** Presented in August 2009 at the StormCon Annual Conference and Exposition in Anaheim, California and in September 2008 at the California Stormwater Quality Association Conference in Oakland, California.

**BMP Selection with a Water Quality Objective:** Invited Guest Speaker for the Pre-Conference Workshop. Presented in September 2006 at the California Stormwater Quality Association’s Annual Conference, Sacramento, California.

**Using LID Techniques to Meet Development Standards for Stormwater Quality Control:** Presented in October 2005 at the California Stormwater Quality Association’s Annual Conference, Ontario, California and in September 2004 at the “Putting the LID on Stormwater Management” conference, College Park, Maryland.

**Design and Performance of Non-Proprietary Devices for Highway Runoff Litter Removal:** Proceedings, American Society of Civil Engineers, Ninth International Conference on Urban Drainage, Portland, Oregon, September 2002.

**PROFESSIONAL REGISTRATIONS/  
AFFILIATIONS:**

- Certified Professional in Storm Water Quality (CPSWQ) No. 913
- Certified Professional in Erosion and Sediment Control (CPESC) No. 5693
- California Stormwater Quality Association / Approved Trainer-of-Record
- California Stormwater Quality Association Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 00225
- California Stormwater Quality Association—Co-Chair Construction Subcommittee (2014-Present)
- EnviroCert International—In process for approval as a Trainer for Certified Professional in Storm Water Quality (CPSWQ)

**TECHNICAL PRESENTATIONS:**

- Construction Site Compliance From the Inside Out: Presented November 2012 at the California Stormwater Quality Association's Annual Conference, San Diego, CA and at California Water Environment Association's 2013 Annual Conference, Palm Springs, CA.

**MELANIE SOTELO, CPSWQ, CPESC, QSD/P, TOR-CGP  
PROJECT MANAGER / WQMP PLAN REVIEWER**

Ms. Sotelo has more than 20 years of professional experience including over 10 years in the specialized field of NPDES Stormwater Permit Compliance. She possesses extensive knowledge of California's NPDES Construction, Municipal (MS4) and Industrial permits. She is responsible for overseeing the preparation or plan checking of numerous Stormwater documents including SWPPPs, WQMPs, and SUSMPs, preparation of regulatory reports and applications, water quality training programs, water quality monitoring and reporting programs. She has worked extensively with the State Water Resources Control Board, the Santa Ana Regional Board, The San Diego Regional Board, and The Los Angeles Regional board. She has been a course instructor for classes related to the Construction General Permit, Riverside County Santa Ana River and Whitewater River Watersheds' NPDES MS4 Permits, San Bernardino County's NPDES MS4 Permit and has also drafted the City of El Monte's Green Streets Policy and LID Ordinance in compliance with their current NPDES MS4 Permit.

Ms. Sotelo's extended resume includes both transportation and public works experience as a civil designer where she performed design engineering on a wide variety of infrastructure projects including water and sewer, street improvements, grading and pumping stations. Her experience includes: engineering plan checking, civil design, computer-aided design.

**RELEVANT EXPERIENCE**

**LID BMP Design Review and Plan Check Training, City of Fremont:** Ms. Sotelo provided the City of Fremont's Water Quality and Waste Water Departments' staff with hands-on training in plan review of developer's engineering submittals for compliance with Provision C.3 of the Municipal Regional Stormwater Permit (MRP). Training included reviewing LID BMP design versus the City Standards, checking outlet and overflow design details, and calculating volume retention provided within the proposed BMPs. Training also focused on the operation and maintenance documentation requirements for LID BMPs over the life of a project.

**Green Streets Policy and Low Impact Development (LID) Ordinance, City of El Monte:** Ms. Sotelo served as the team lead for the preparation of the City of El Monte's Green Street's Policy and LID Ordinance. Both the Green Streets Policy and the LID ordinance were written to comply with the LA County MS4 NPDES Permit's LID BMP implementation requirements. Language included addressing the LID BMP hierarchy including implementation of infiltration and bioretention BMPs before moving on to biofiltration BMPs. Policy and ordinance language also included methodology for determining minimum LID BMP design details and requirements.

**Watershed Management Program Development, City of El Monte:** Ms. Sotelo assisted in development of the City of El Monte's Individual Watershed Management Program (WMP) to meet compliance with the LA County MS4 NPDES Permit requirements. Responsibilities included team assistance in WMP report preparation, and research and design input related to LID BMP implementation to meet compliance requirements based on findings of the Reasonable Assurance Analysis (RAA) modeling of pollutants.



**NPDES Training for Riverside County Flood Control and Water Conservation District (RCFC & WCD), Riverside:** Ms. Sotelo has developed training content and presented training classes for RCFC & WCD for the Santa Ana Region watershed for both priority development and transportation projects. Training for the District was provided to municipal staff and covered feasibility of implementation of LID BMPs in both public and private projects, including selection of BMPs based on the hierarchy of LID BMP implementation. Training also covered design details, and operation and maintenance of LID BMPs.

**Water Quality Management Plan (WQMP) Training, Whitewater River Region:** Ms. Sotelo has developed training content and presented training classes for RCFC & WCD for the Whitewater River Region watershed for WQMP preparation. Training for the District was provided to municipal staff and covered feasibility determination for implementation of LID BMPs in both public and private projects, including selection of BMPs based on the hierarchy of LID BMP implementation. Training also covered design details, and operation and maintenance of LID BMPs.

**Water Quality Management Plan (WQMP) and Transportation BMP Guidance Training, San Bernardino County:** As part of the CASC Water Quality team, Ms. Sotelo was responsible for the development and co-presentation of the County’s WQMP training for San Bernardino County agencies and the public. Additionally, Ms. Sotelo was responsible for the development of training for the County’s Transportation BMP Guidance document that was presented to agency staff. Training covered feasibility determination for implementation of LID BMPs in both public and private projects, including selection of BMPs based on the hierarchy of LID BMP implementation

**Water Quality Management Plan Review:** Ms. Sotelo currently serves as the Project Manager for CASC’s WQMP and Drainage Report plan check team. Ms. Sotelo has reviewed hundreds of WQMP submittals on projects including large master planned communities, major warehouse facilities, big-box store retail centers, retail gasoline outlets, small commercial centers, single and multi-family residential developments, public works projects, utility projects, and more.

Review services include coordination and cooperation with WQMP Applicants and preparers by providing guidance in the implementation, feasibility and design of the LID BMPs to aide agencies in moving projects forward. Assistance with feasibility analysis also includes assisting preparers with determining feasibility for implementation of Harvest and Reuse. Ms. Sotelo currently provides review services for the following agencies:

Riverside County Agencies

San Bernardino County Agencies

County of Riverside, TMLA	County of Riverside, EDA	City of Highland	City of Montclair
City of Moreno Valley	City of Hemet	City of Redlands	City of Colton
City of Wildomar	City of Banning		

**Qualified SWPPP Developer (QSD) and Practitioner (QSP) Training Services:** Ms. Sotelo is an approved Trainer-of-Record for providing Construction General Permit-required training and has successfully provided this training to municipal staff, water district staff, public utility staff, consultants, contractors, and interested parties. Training topics include instruction on requirements for preparation of Permit Registration Documents (PRDs), Storm Water Pollution Prevention Plans (SWPPPs), addressing Post-Construction Water Balance Calculator. and filing PRDs via the Storm Water Multi-Application Reporting and Tracking System (SMARTS).

**NPDES Services for Southern California Edison, Southern California:** Serving as Water Quality Project Manager, Ms. Sotelo has been responsible for the oversight and implementation of staff in the completion of over 200 projects dealing with a variety of storm water services which include both traditional and linear utility type projects. These services include training of SCE staff in permit compliance, the preparation of WQMPs, SUSMPs, and traditional and linear SWPPPs. Ms. Sotelo also provides clarification and guidance to SCE staff regarding various NPDES requirements. Ms. Sotelo has also provided SCE with LID BMP implementation guidance on several substation projects in San Bernardino County, Riverside County, and Los Angeles County. Ms. Sotelo is currently working with SCE and the City of Industry in the design and implementation of retention LID BMPs in the existing Walnut



**EDUCATION:**

- BS/Civil Engineering/ California State Polytechnic University/Pomona, CA

**PROFESSIONAL REGISTRATION/  
AFFILIATIONS:**

- Registered Civil Engineer / California, No. 35510
- Past Director / California Stormwater Quality Association (CASQA) 2004-2007
- Member, Board of Directors / San Jacinto River Watershed Council
- Member, Board of Directors / Lake Elsinore Canyon Lake TMDL Committee

**STEVE STUMP, P.E.****WQMP AND HYDROLOGY/HYDRAULICS PLAN REVIEWER**

Mr. Stump has over 30 years of civil engineering and environmental regulatory experience and has recently come out of retirement after a 30 year career with the Riverside County Flood Control and Water Conservation District. Mr. Stump is a registered Civil Engineer who has practiced in all engineering aspects of the flood control field, including project planning, project design, land development review, design plan checking, interagency liaison, environmental permitting, municipal NPDES permitting, project land acquisition, and flood control facility maintenance.

As division chief of two major Flood Control Engineering Divisions –Regulatory Division and Operations Division, Mr. Stump also has supervision and administration experience.

Mr. Stump brings his vast experience to CASC, supporting our Engineering and Water Quality Services Teams teams in a variety of capacities including planning/entitlements, flood control design, hydrology/hydraulics, plan checking, and construction support.

**RELEVANT EXPERIENCE**

**City of Highland - Drainage Review and Conditions of Approval for a Major New Development:** Steve is assisting the City of Highland in the development of drainage Conditions of Approval for the 1,650 acre "Harmony" development project proposed for the City's east side between the San Bernardino Mountains, Mill Creek, and the Santa Ana River. The location of the project together with the new and stringent Low Impact Development requirements stemming from the City's NPDES Storm Water Permit have resulted in a complex set of requirements related to drainage. The drainage requirements must strike a balance between flood control, water quality, and water rights issues in an area where there are no set standards. Steve has tapped his vast flood control, drainage, and water quality program knowledge to develop Conditions of Approval for the project. He assists the City in meeting with the landowner, the developer, and their consultants to explain the requirements and to develop conditions that achieve the City's needs while not being prohibitive to the development.

**County of Riverside, Transportation and Land Management Agency - Drainage Plan Checking -** Mr. Stump assists the TLMA by reviewing drainage plans and reports that are submitted as part of applications for development approval. Until 2014, drainage plans were usually reviewed by RCFC&WCD: in 2014, drainage plan reviews transitioned to TMLA. Mr. Stump brings his 30+ years of experience at RCFC&WCD to TMLA, providing for consistency in drainage plan reviews as the work transitioned from RCFC&WCD to TMLA. Steve applies his flood control and NPDES experience to assist project's comply with both sets of requirements that are at times seemingly in conflict.

**Regulatory Division Chief, RCFCWCD:** Oversight of NPDES (MS4 Program), Environmental (Project Permitting), Flood Plain Management (FEMA Flood Insurance Program) Sections.

**Operations Division Chief, RCFCWCD:** Oversight of the Maintenance, Right of Way Acquisition and Special Projects Sections.

**Engineering Design, RCFC&WCD:** Provided engineering design services on storm drain, flood channel, levee and dam projects throughout Riverside County, including Mary Street Dam in Riverside, Tahquitz Creek in Palm Springs, Mary Street North and South Lateral storm drains in Riverside, Salt Creek Channel in Menifee and numerous other Flood Control projects.

**Development Review and Plan Check, RCFC&WCD:** Reviewed and provided plan check services for the cities and county within the RCFC&WCD's jurisdiction. Recommended flood control related conditions of approval for new development proposals and checked flood control improvements and grading plans for compliance with flood control conditions.

**EDUCATION:**

B.S. /Civil Engineering / California State Polytechnic University, Pomona

**PROFESSIONAL****REGISTRATIONS/ AFFILIATIONS:**

- Engineer in Training (EIT) No. 135038
- Certified Professional in Erosion and Sediment Control (CPESC) No. 6693
- California Stormwater Quality Association Qualified SWPPP Developer and Qualified SWPPP Practitioner (QSD/P) Certification No. 22295

**CHRIS OGAZ, E.I.T., CPESC, QSD/P**  
**WQMP PLAN REVIEWER**

Mr. Ogaz has been a part of the CASC's Water Quality Department for nearly ten years. He has performed a variety of duties including WQMP plan checking services, industrial/commercial environmental inspections, post construction BMP Inspection services, QSP inspection services, preparation of water quality management plans, storm water pollution prevention plans as a QSD, water quality assessment reports, and water quality monitoring. He has also assisted in Civil Design on grading, street, utility, and storm drain plans.

**RELEVANT EXPERIENCE**

**Water Quality Management Plans:** Mr. Ogaz currently performs plan checking services for all WQMPs for the Cities of Montclair, Banning, and Riverside County Whitewater River Region. He has also actively assisted in the preparation of Water Quality Management Plans (WQMPs) for private development projects in the Cities of Moreno Valley, Redlands, Yucaipa, Rancho Cucamonga and Rialto. He is also proficient in the creation of WQMP Site Plans which identify the flow patterns as well as impervious areas and areas in need of treatment and source control BMPs and which BMPs will be used.

**City of Carlsbad Treatment Control BMP Inspections:** Mr. Ogaz has inspected over 100 high priority sites Treatment Control BMP installations for the City of Carlsbad. Mr. Ogaz scheduled and conducted the field inspections and made field observations of Treatment Control BMPs identified in the WQMP of the project site. Mr. Ogaz assessed the Treatment Control BMPs for signs of recent maintenance, the need for future maintenance or damage to the BMP. Mr. Ogaz wrote up an inspection report and took photos of each Treatment Control BMP.

**San Bernardino County Post Construction BMP Inspections:** Mr. Ogaz has inspected several sites Post Construction BMP installations for the County of San Bernardino including AVH Industrial Site located at 1012 Slover Avenue in Bloomington and Magellan Industrial Site located at 1400 E Victoria Avenue in San Bernardino. Mr. Ogaz scheduled and conducted the field inspections and made field observations of Post Construction BMPs identified in the WQMP and being installed at the project site. Mr. Ogaz then performed field inspections for the major installation checkpoints of all the Post Construction BMP installations and ensured that all Post Construction BMPs and WQMP features had been constructed in substantial conformance with the approved WQMP and the WQMP guidance.

**NPDES Commercial/Industrial Compliance Inspections:** Mr. Ogaz supported environmental inspections for the City of Colton for the completion of NPDES storm water compliance industrial/commercial inspections. Over the course of the contract, Mr. Ogaz participated in the inspection and reporting of approximately 70 high priority business inspections. Additionally, Mr. Ogaz entered results of 400 industrial/commercial inspections conducted for the City of Ontario into the City's database, as well as mailed out the summary of corrections to the respective businesses as part of the contract with the City of Ontario.

**NPDES Services for Southern California Edison, Southern California:** Mr. Ogaz currently serves as one CASC's Water Quality QSDs for Southern California Edison's construction projects. Mr. Ogaz has been responsible for the oversight and implementation of QSD services for over 20 projects dealing with a variety of construction projects, which include both traditional and linear utility type projects. Services provided by Mr. Ogaz include the preparation of WQMPs, SUSMPs, traditional and linear SWPPPs, NOIs, COIs, Risk Assessment determinations, linear utility project's photo uploads, and SMARTS data entry.

**EDUCATION:**

- B.S. / Civil Engineering/  
California State Polytechnic  
University, Pomona

**PROFESSIONAL REGISTRATIONS/  
AFFILIATIONS:**

- E.I.T No. 153584
- ASCE Member
- ACI (American Concrete  
Institute) Concrete Field  
Inspector, ACI  
#01246018

**TRAVIS TAYLOR, E.I.T., CESSWI, QSP**  
**WQMP PLAN REVIEWER**

Mr. Taylor has performed a variety of duties including preparation of water quality management plans, storm water pollution prevention plans, QSP inspection services, water quality assessment reports, and conducting industrial/commercial environmental inspections. He is a proud veteran of the United States Navy who served with distinction in Operation Enduring Freedom, earning multiple Navy and Marine Corps Achievement Medals for his leadership skills and stellar performance as supervisor in high stress situations.

**RELEVANT EXPERIENCE**

**Water Quality Management Plan Reviews:** Mr. Taylor performs plan checking services for the Cities of Moreno Valley and Hemet, as well as the County of Riverside's TLMA Department. His background and education has included extensive training in hydrology and he is well-versed in the concepts and principles of Low Impact Development (LID) site design. He regularly pursues additional continuing education opportunities to ensure he is familiar with all the latest BMP products, design concepts, and stormwater treatment technologies and methodologies. His plan-checking experience is vast and varied, encompassing commercial facilities, municipal facilities, residential land developments, solar power plants and more.

**Water Quality Management Plan Preparation:** Mr. Taylor is a technical expert in surface water quality, who has created WQMPs for commercial facilities, local municipalities, and large scale land development projects. He was the primary author of the WQMP for a new Southern California Edison transmission station project in the City of Irvine. He also had sole responsibility for a complete overhaul and redesign of the WQMPs for two large land development tracts that encompassed a total area of more than 110 acres. He possesses a detailed understanding of the requirements pertaining to MS4 stormwater permits from several Regional Water Quality Control Boards jurisdictional areas, including the Santa Ana, Santa Margarita, and Whitewater watersheds. He specializes in identifying opportunities to implement LID principles and evaluating the suitability and effectiveness of proposed LID BMPs, source control BMPs, and treatment control BMPs

**NPDES Inspections:** Travis has conducted numerous stormwater inspections at active construction sites and industrial/commercial facilities, as well as both phase 1 and phase 2 MS-4 permit locations. He spent over 3 years conducting dozens of NPDES inspections each month for the County of Riverside at County landfills and maintenance facilities. He evaluated the effectiveness of BMP's, identified discharge points, investigated potential pollutant sources, analyzed surface drainage, measured runoff volumes, monitored conditions of natural conveyances, assessed erosion damage, documented sediment transport, provided recommendations for improvement, and performed stormwater grab sampling. Travis has become intimately familiar with both the strengths and limitations of a multitude of storm water management techniques, BMPs and site design concepts.

**Civil Engineering:** Mr. Taylor has benefitted from working in a variety of engineering disciplines including construction, geotechnical, environmental, and general civil. He designs WQMP and SWPPP site maps/plans for a variety of public utility agencies, local municipalities, and private commercial entities. He performs data analysis and calculations on hydrologic features. He is skilled in designing and evaluating BMPs for erosion control, sediment control, non-stormwater management, and material management. He is also adept at designing permanent post construction BMPs of all types; source control BMPs, structural BMPs, procedural BMPs, and treatment control BMPs. Mr. Taylor brings a unique hands-on approach to his designs that focuses on practicality and constructability. He is well versed in utilizing "value engineering" principles to provide creative, cost-effective solutions that realize the project's goals while ensuring regulatory compliance is achieved. Travis also possesses excellent written communication skills and frequently authors a variety of reports and technical documentation. He provides recommendations, and provides on-site technical consultation. He is presently serving as the QSP Inspector for a retail store construction project in the city of Colton.



**EDUCATION:**

- BS/ Civil Engineering/  
California State Polytechnic  
University, Pomona, CA

**PROFESSIONAL REGISTRATIONS/  
AFFILIATIONS:**

- World Water Corps. (Water for  
People)

**ROBERTO MORALES**

**WQMP AND HYDROLOGY/HYDRAULICS PLAN REVIEWER**

Roberto Morales has 11 years of Civil Engineering design experience. He has provided design and drafting on a number of site and street improvement projects (public and private), including the design of sewer, water, storm drain, erosion control plans, and rough/precise grading. He has produced calculations and reports for hydrology, hydraulics, fire flow water modeling, storm water pollution prevention plans (SWPPP), water quality management plans (WQMP), and earthwork modeling calculations. Mr. Morales has Experience in developing hydrology studies and producing drainage reports for commercial, residential, and airport projects. Mr. Morales is proficient in the use of AutoCAD Civil 3D, AutoDesk Land desktop, Microsoft Office Suite, HydroWIN, Flowmaster, WaterCAD, HEC-RAS, SMRHM and Water Surface Pressure Gradient (WSPGW), Microstation V8i and In Roads Storm and Sanitary.

**RELEVANT EXPERIENCE**

**Plan Check Services - Water Quality Management Plans:** Mr. Morales currently serves as a Plan Reviewer for CASC as part of the WQMP plan check team. Mr. Morales has experience reviewing and preparing WQMP’s for Riverside County. Experience for reviewing WQMPs includes commercial and residential projects, gasoline and warehouse facilities. Review services include coordination and cooperation with WQMP Applicants and preparers by providing guidance in the implementation, feasibility and design of the LID BMPs to aid agencies in moving projects forward. Assistance with feasibility analysis also includes assisting preparers with determining feasibility for implementation of Harvest and use. Mr. Morales currently provides review services for the following agencies:

- City of Moreno Valley
- County of Riverside TLMA
- City of Hemet
- City of Banning
- City of Wildomar

**Plan Check Services - Hydrology and Hydraulic Calculation Reports:** Mr. Morales currently serves as a Plan Reviewer for CASC’s Drainage Report plan check team. Mr. Morales has experience reviewing drainage reports for retail, gasoline outlets, and small commercial centers, single and multi-family and residential developments. Review services include coordination and cooperation with drainage report applicants and preparers by providing reviews to aid agencies in moving projects forward. Agencies where Mr. Morales has experience reviewing drainage reports include:

- County of Riverside TLMA
- City of Hemet
- City of Wildomar

**NPDES Services - Los Angeles and Riverside County:** Serving as assistant to the QSD, Mr. Morales has been responsible for the development of a variety of Storm Water Pollution Prevention Plans (SWPPPs). Storm water services include commercial and residential type projects. These services include the preparation of WQMPs, and SWPPPs. Agencies where Mr. Morales has experience in preparing SWPPP’s for projects include but not limited to: City of Los Angeles, City of Temecula and City of Jurupa Valley.

**Design Experience: University Village, Loma Linda, California:** “University Village” is a 168-acre (68-hectare) mixed use (residential and commercial) subdivision located in the City of Loma Linda, California. This project included over 450 single-family homes, three multi-family communities, new sewer, water and storm drain systems, a comprehensive network of backbone infrastructure streets, and offsite storm drain improvements necessary for the development. Mr. Morales’ responsibilities were to perform a hydrology and hydraulic study for the on-site and off-site drainage. He also designed an on-site storm drain system for the proposed development. The storm drain system drained into the Mission Zanja Channel and further hydraulic analysis was required. Mr. Morales designed the on-site storm drain system based on his hydrology and hydraulic study for the Mission Zanja Channel. The study of the channel was for the 100-year storm pre-and post-development conditions. He was also responsible for the design of the on-site water distribution system for the site system, and also designed the on-site fire protection system.

**EDUCATION:**

B.S. Environmental Geology,  
 California State University, San  
 Bernardino

**PROFESSIONAL****REGISTRATIONS/ AFFILIATIONS:**

- Geological Society of America
- American Association of  
 Petroleum Geologists

**JOYCE GOODE****WQMP PLAN REVIEWER**

Ms. Goode has over ten years of experience in the civil engineering and consulting industry, with work on projects as diverse as residential developments to large scale commercial projects. Her experience as a project manager and water quality consultant has led to an understanding of all key phases of development from the tentative process to final engineering.

Ms. Goode has focused the latter part of her career on minimizing the effects of stormwater as it relates to construction. She has prepared and processed multiple water quality management plans and storm water pollution prevention plans to address water quality issues by implementing best management practices to the maximum extent practicable.

**RELEVANT EXPERIENCE**

**Plan Check Services, County of Riverside—TLMA:** Ms. Goode performs plan checking services for project-specific Preliminary and Final Water Quality Management Plans (WQMPs) associated with New Development and Significant Redevelopment for Riverside County Transportation and Land Management Agency. Ms. Goode specializes in the Santa Ana and the Santa Margarita Regions. Ms. Goode reviews water quality plans to verify projects are compliant with current the 2010 MS4 Permit and WQMP Guidance Document requirements for each region. Ms. Goode confirms that the appropriate template and applicable guidance document for projects has been utilized. She reviews WQMPs for implementation of LID principles and BMP selections based on the BMP hierarchy. Ms. Goode also examines delineated drainage areas and verifies supporting BMP and hydrology calculations. She has provided plan checking services for a variety of projects ranging from large residential tracts to commercial developments. Ms. Goode provides comments to the County based upon her review.

**Plan Check Services, City of Highland:** Ms. Goode is a part of the Plan Checking Team that coordinates with the City of Highland's Engineering Department for Preliminary and Final WQMP priority projects. Ms. Goode verifies documents for compliance with the County of San Bernardino Areawide Stormwater Program (NPDES No. CAS618036, Order N. R8-2010-0036) and the Technical Guidance Document for the San Bernardino County Santa Ana Region. Ms. Goode provides services for Preliminary WQMP plan checks to verify document submittals are compliant with the City's requirements during the land use entitlement process. Based on her reviews, she will provide recommendations to the City for Conditions of Approval for preliminary WQMPs. During the Final WQMP plan check phase, she will confirm that the Final WQMP is consistent with the approved Preliminary WQMP and verify all supporting calculations and documentation.

**Plan Check Services, SWPPP Development:** Ms. Goode has provided plan checking services for third party reviews of Storm Water Pollution Prevention Plans for utility companies and development companies. She has reviewed multiple SWPPPs for compliance with the current Construction General Permit. She also evaluates risk assessments and site maps for implementation of BMPs. Based on her review of the document, she provides recommendations to clients for their SWPPPs.

**WQMP Development:** Ms. Goode has prepared and received approval for multiple WQMPs in the Santa Ana, Santa Margarita, White Water River, and Los Angeles Regions. She coordinates efforts with engineers and architects in the development of the WQMP. She analyzed site conditions and land-use type to successfully incorporate LID BMPs into the site design. Recently, Ms. Goode prepared a Final WQMP for a 7.7 acre private community park of a phased Specific Plan development located within the Santa Ana Region. She implemented LID principles to fully mitigate water quality impacts. Ms. Goode identified drainage management areas (DMAs) and prepared supporting calculations for Type B and Type C LID principles. She also used water quality volumes from self-retaining DMAs to justify that the Project was compliant HCOC exemption criteria.



**CITY OF MORENO VALLEY**  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK OF  
PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLAN  
RFP # 2016-010

**PROJECT APPROACH AND UNDERSTANDING**



## UNDERSTANDING AND APPROACH

### GENERAL APPROACH

CASC has reviewed the Scope of Services included in the Request for Proposal and finds that the scope sufficiently describes the services required for continued implementation of the City's WQMP review program and consulting services. CASC is thoroughly familiar with this scope as it is in line with the current scope governing the WQMP plan check and program implementation assistance services the firm presently provides to the City.

### SCOPE OF SERVICES

CASC shall review Water Quality Management Plans (WQMP) associated with new and significant redevelopment projects to verify compliance with the current *Water Quality Management Plan—A Guidance Document for the Santa Ana Region of Riverside County*, dated October 22, 2012 (Guidance). CASC shall recommend approval of WQMPs to the City of Moreno Valley upon determination that WQMPs comply with the requirements of the Guidance document. The following is a summary of the Scope of services:

*CASC provides the City of Moreno Valley with plan review and program implementation assistance while remaining cognizant of the benefits of development in the City.*

- ⇒ **Transfer:** Transfer of Preliminary and Final WQMP submittals, from the City to CASC, from CASC to WQMP preparers, and approved WQMPs from CASC to the City of Moreno Valley.
- ⇒ **Tracking Log:** Maintenance of an Excel spreadsheet log for all Preliminary and Final WQMP reviews. The log, containing all relevant WQMP information, shall be submitted to the City of Moreno Valley, on a weekly basis, by 3 p.m. on Friday, or the last business day of the week.
- ⇒ **Review:** Review Preliminary and Final WQMPs for proposed development projects for compliance with the procedure and requirements of the current WQMP Guidance, Riverside County LID BMP Handbook, Exhibit A's infiltration testing methodology, and policies of the City of Moreno Valley. The Final WQMP review process shall include the review of the project Conditions of Approval and compliance with the approved Preliminary WQMP.
- ⇒ **Notification:** Notify the City of Moreno Valley upon review completion and approval of the Preliminary and Final WQMP.
- ⇒ **Meetings/Teleconference:** Attend meeting or teleconference to review Preliminary and Final WQMPs as requested by the City of Moreno Valley.
- ⇒ **Program Assistance:** Assist the City of Moreno Valley with implementation of the WQMP program on an as-needed basis. Services may include preparing instructions to frequently asked preparer questions, preparing City-specific guidance for WQMP preparation, and water quality protection assistance related to development and redevelopment within in the City.
- ⇒ **Audit Assistance:** Assist the City of Moreno Valley with any and all inquiries from the Regional Water Quality Control Board (RWQCB). Services may include past WQMP research, preparing written responses to RWQCB questions, attend meetings with City and RWQCB staff, and any additional services that may be required to respond to RWQCB inquiries.

### PLAN REVIEW APPROACH

CASC has identified no review process issues associated with the above scope of services and will utilize the following approach in fulfilling the WQMP review scope of services for the City of Moreno Valley.

#### PRELIMINARY AND FINAL WQMP REVIEW

- ⇒ **Administrative Processing:** Includes management and control of a Preliminary and Final WQMP from its initial submittal to the final approval recommendation. CASC proposes to utilize a delivery service such as FedEx (or equal) for the transfer of WQMP submittals from the City to CASC, from CASC to the WQMP preparer, and from CASC to the City. Use of FedEx provides a system to track and confirm receipt of the valuable WQMP documents. WQMPs will be immediately logged in an Excel Project Status Log spreadsheet upon receipt and upon return. The Project Status Log will contain the information included in the scope of services, and will be transmitted to the City by 3:00 p.m. on the last business day of the week.
- ⇒ **Water Quality Pan Checking:** Includes checking a WQMP for compliance with the WQMP Guidance, County's LID BMP Design Handbook, and City preferences. Plan checking will consist of reviewing the WQMP submittal and comparing the submittal to requirements set forth in the WQMP Guidance Document, City preferences, and customary practices. When a WQMP deviates from requirements, plan check comments will be made as



“redlines” in the WQMP. Comments may also be made via the WQMP Checklist provided with each review. The Water Quality Plan Checker will be available for teleconferences and meetings with developers, at the request of the City.

- ⇒ **Engineering Plan Checking:** Includes checking the engineering elements of a WQMP for compliance with the WQMP Guidelines, City preferences, and civil engineering conventions. Engineering plan checking includes reviewing the WQMP submittal with emphasis on BMP design calculations and details. Plan check comments will be made as “redlines” in the WQMP. The Engineering Plan Checker will be either a California Registered Professional Civil Engineer or an experienced Design Engineer depending on the complexity of the engineering elements included in the WQMP.
- ⇒ **Day-to-day management** of the project will be the responsibility of the Project Manager, with management oversight and technical direction coming from the Project Director. Both the Project Manager and Project Director will serve as key points of contact with the City, and are available via phone, cell phone, or email.

*CASC utilizes knowledge learned from our continued service to the City—For example: In the summer of 2015, the Santa Ana Regional Water Quality Control Board determined that discharges from developments within the City did not cause or contribute to hydrologic conditions of concern.*

### PROGRAM IMPLEMENTATION ASSISTANCE

CASC will provide assistance to the City of Moreno Valley on an as-needed basis. CASC’s Storm Water Quality Team’s background and experience will be available to assist the City with various water quality related tasks.

### STORMWATER PROGRAM AUDIT ASSISTANCE

CASC will provide assistance to the City of Moreno Valley on an as-needed basis regarding any and all RWQCB audits. CASC will work with the City to either be present during the audits, or provide verbal and/or written responses to any questions or comments the City may receive.

### QUALITY CONTROL MEASURES

The City’s WQMP program for new development and significant re-development projects is a key part of the City’s efforts to comply with its MS4 NPDES permit. CASC will assist the City of Moreno Valley continue to maintain a compliant WQMP program through the following actions:

- ⇒ Monitoring potential future MS4 Permit requirements
- ⇒ Monitoring BMP effectiveness studies. Research regarding the effectiveness of BMPs continues to be updated, and a concerted effort is required to sift the facts from the fiction.
- ⇒ Monitoring BMP design guidelines published by the California Stormwater Quality Association.

CASC will monitor the permits, WQMP Guidance, BMP Design Handbooks, and BMP effectiveness studies. When changes are detected that appear to be relevant to the City’s WQMP program, CASC will advise the City as to the changes and potential corrective actions. CASC understands that quality control applied during the plan checking process is essential to program success. To maintain consistency during a project review, CASC will endeavor to utilize the same plan check team from the first submittal review through approval recommendation. Furthermore, the Project Director will conduct periodic checks of redlines to ensure consistency between reviewers and overall quality of WQMP reviews.

### POTENTIAL SERVICES TO HIGHLIGHT

CASC’s history with the City of performing plan review services provides us with the ability to identify areas where additional consulting services may be beneficial to the City of Moreno Valley. As separate services performed under CASC’s provided Time and Materials Rate Schedule, CASC suggests the following options to the City of Moreno Valley for consideration of incorporating into the plan review service:

- ◆ Review of the 90% grading plan set to ensure compliance with the Approved F-WQMP. This will help to eliminate a disconnect in design and details between the approved final plans and the F-WQMP.
- ◆ Performance of construction inspections for post-construction BMPs. Engineering technical staff would verify compliance between approved plans and actual field implementation of the BMPs.
- ◆ Preparation of a “FAQ” or “Flyer” for the City to direct developers to the requirements of the preliminary and final water quality management plans.





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EXHIBIT A  
COST PROPOSAL



Engineering and Consulting

**CITY OF MORENO VALLEY**  
 PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK OF  
 PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLAN  
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**EXHIBIT A-1**  
**COST PROPOSAL SHEET FOR P-WQMP AND F-WQMP REVIEWS**  
**CASC ENGINEERING AND CONSULTING**

TASK	CONSULTANT FEE	UNIT
<b>Preliminary WQMP (Includes Cost For WQMP Deliveries/Pickups and Audit Assistance)</b>		
First two (2) Reviews	\$861	L.S.
Third and Subsequent Review	\$341	EA.
Teleconference	\$159 /hr	EA.
Meeting	\$265 /hr	EA.
Expedited Review	Increase by 25%	EA.
TASK	CONSULTANT FEE	UNIT
<b>Final WQMP &lt;\$50 M Total Value (Includes Cost For WQMP Deliveries/Pickups and Audit Assistance)</b>		
<b>Complex Review</b>		
First three (3) Reviews, including three (3) Teleconferences and/or Meetings	\$5,696	L.S.
Fourth and Subsequent Review	\$1,682	EA.
Third and Subsequent Teleconference	\$159 /hr	EA.
Third and Subsequent Meeting	\$265 /hr	EA.
Expedited Review	Increase by 25%	EA.
<b>Standard Review</b>		
First two (2) Reviews, including two (2) Teleconferences and/or Meetings	\$3,954	L.S.
Third and Subsequent Review	\$1,327	EA.
Third and Subsequent Teleconference	\$159 /hr	EA.
Third and Subsequent Meeting	\$265 /hr	EA.
Expedited Review	Increase by 25%	EA.
<b>Basic Review</b>		
First two (2) Reviews, including two (2) Teleconference and/or Meetings	\$1,012	L.S.
Third and Subsequent Review	\$691	EA.
Third and Subsequent Teleconference	\$159 /hr	EA.
Third and Subsequent Meetings	\$265 /hr	EA.
Expedited Review	Increase by 25%	EA.
TASK	CONSULTANT FEE	UNIT
Program Implementation Assistance	Time and Expense per <i>Schedule of Fees</i> on next page	T&E



## SCHEDULE OF FEES

Program Implementation Services and review of WQMP Projects with a total value greater than \$50M are proposed to be provided on a time and material basis. The table below provides an hourly rate schedule for these particular proposed service types, as well as several rates for optional, additional services that the City may negotiate in the future. Reimbursable expenses for these services are also provided below.

### RATE SCHEDULE

Engineering Director / Project Director	\$175
Hydrology/hydraulics Reviewer/BMP Inspector	\$145
Project Manager / WQMP Plan Reviewer	\$135
SWPPP Plan Reviewer	\$115
Sr. Inspector	\$125
Inspector	\$85
Project Coordinator/ Clerical	\$75

### REIMBURSABLE EXPENSES\*

The following expenses will be billed at cost plus 15% unless otherwise noted:

- Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services.
- In-House Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.
- Travel Expenses: Includes travel expenses incidental to performance of the work. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.
- Prevailing Wage: Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.28) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

\*Applicable to Program Implementation Assistance Tasks and WQMP Projects >\$50 M Total Value.



**CITY OF MORENO VALLEY**  
PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK OF  
PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLAN  
RFP # 2016-010

**EXHIBIT B**  
**CERTIFICATIONS**



**EXHIBIT B: PROJECT TEAM CERTIFICATIONS**

NAME	PE	EIT	BCEE	CPESC	CESSWI	CPSWQ	QSP	QSP/D	CGP - ToR
Jeff Endicott	✓		✓	✓			✓	✓	✓
Melanie Sotelo				✓		✓	✓	✓	✓
Steve Stump	✓								
Roberto Morales				✓					
Chris Ogaz		✓		✓			✓	✓	
Travis Taylor		✓			✓		✓	✓	



P.E. = Professional Engineer  
 BCEE = Board Certified Environmental Engineer  
 EIT = Engineer-In-Training  
 QSP = Qualified SWPPP Practitioner  
 QSD = Qualified SWPPP Developer  
 CPESC = Certified Professional in Erosion and Sediment Control

CESSWI = Certified Erosion Sediment and Storm Water Inspector  
 CPSWQ = Certified Professional in Storm Water Quality  
 CGP-ToR = Construction General Permit Trainer of Record

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

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. For the Preliminary WQMP Review – Two (2) originals of the first submittal Preliminary WQMP document wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
3. For the Final WQMP – One (1) copy of the approved Preliminary WQMP, (if necessary), one (1) set of final Conditions of Approval and two (2) originals of the first submittal of the Final WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
4. Provide, if necessary, one (1) set each of the following documents: grading plans, street plans, storm drain plans and Hydrology/Hydraulic Study.
5. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
6. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$25,000.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
Accounts Payable questions can be directed to (951) 413-3073.  
Copies of invoices may be submitted to the Public Works Department/Land Development Division at [zarat@moval.org](mailto:zarat@moval.org) or calls directed to (951) 413-3139.
3. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not

incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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

## EXHIBIT D



**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

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

4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

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

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

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

#### **Acceptability of Insurers**

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

### Verification of Coverage

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

**AGREEMENT FOR PROJECT RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

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

**RECITALS**

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

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

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

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

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

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

**AGREEMENT FOR PROJECT  
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PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**DESCRIPTION OF PROJECT**

1. The Project is described as On-call Engineering Plan Check Consultant Services of Preliminary and Final Water Quality Management Plans.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$25,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF MULTI-YEAR AGREEMENT**

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year 2016/2017 annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied."

**AGREEMENT FOR PROJECT  
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**TIME FOR PERFORMANCE**

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2017**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

**SPECIAL PROVISIONS**

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

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

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Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental



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disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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

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officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and

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liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

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

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

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of

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the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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

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avoided.

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

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

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

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

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assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

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

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

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

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully

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disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These



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provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

California Watershed Engineering (CWE)

BY: \_\_\_\_\_  
Chief Financial Officer

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

# EXHIBIT A

RFP # 2016-010



**THE CITY OF MORENO VALLEY  
REQUEST FOR PROPOSAL FOR**

**PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK  
OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS  
(P-WQMP AND F-WQMP)**

RFP # 2016-010

**I. INVITATION**

You are hereby invited to submit a proposal for professional services to perform plan check of Water Quality Management Plans for New Development and Significant Redevelopment projects.

Prospective proposers/bidders must register and download copies of the RFP package and submit proposals electronically (in PDF format) via the City's online bidding system located at: [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml)

**Proposals are due before 2:00 P.M. on Thursday April 7<sup>th</sup>, 2016**

Proposers are solely responsible for "on-time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully through PlanetBids. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible to familiarize themselves with online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and the stability of their internet service to successfully submit their proposals. Proposers experiencing any technical difficulties with the proposals submission process may contact PlanetBids at 818.992.1771

All questions regarding this RFP must be submitted through the online bidding system Q&A tab noted above before **2:00 P.M. on Monday April 4<sup>th</sup>, 2016**

**II. PROJECT DESCRIPTION**

The successful firm will perform plan check of P-WQMP and F-WQMP associated with New Development and Significant Redevelopment projects. As required under the City of Moreno Valley's National Pollutant Discharge Elimination System Permit No. CAS 618033 (MS4 Permit) and the Water Quality Management Plan – A Guidance document for the Santa Ana Region of Riverside County; New Development and Significant Redevelopment projects shall be required to submit a project-specific WQMP prior to discretionary project approval or permit. The successful firm shall review both the P-WQMP and F-WQMP submittals for a project to ensure requirements of the WQMP are met. The successful firm shall recommend for approval both the P-WQMP and the F-WQMP for a project to the City.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**III. PROJECT BUDGET**

The City of Moreno Valley will fund the services using stormwater plan check related revenues. The consultant will be required to adhere to all federal, state and local requirements.

**IV. SCOPE OF SERVICES**

Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but are not be limited to 1) picking up Plan Check package from City Hall within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established In the latest Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County. This document can be viewed under the Riverside County Flood Control District's website [http://rcflood.org/downloads/NPDES/Documents/SA\\_WQMP/SantaAnaWQMPSGuidance.pdf](http://rcflood.org/downloads/NPDES/Documents/SA_WQMP/SantaAnaWQMPSGuidance.pdf) (**Guidance Document**), 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and City staff when requested by the City, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, and 5) providing City staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

**PRELIMINARY WQMP (P-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following: one (1) copy of the Applicant's first submittal of the P-WQMP; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time and Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. City copy machines will be made available to the consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultants use in performing the required services.

**B. TRANSFER OF P-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the P-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted P-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF P-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. FIRST THREE REVIEWS**

The Consultant shall conduct up to three (3) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

**REQUEST FOR PROPOSAL**  
**WQMP PLAN CHECK CONSULTING SERVICES**

Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent by FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparers delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for the first three (3) reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**2. FOURTH AND SUBSEQUENT REVIEWS**

The Consultant shall conduct a fourth and subsequent review, as necessary, until the P-WQMP is ready for a recommendation of approval. Fourth and subsequent reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first three submittals.

Compensation for the fourth and subsequent reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**3. TELECONFERENCES/MEETINGS**

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for P-WQMP teleconferences or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF P-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**



## REQUEST FOR PROPOSAL WQMP PLAN CHECK CONSULTING SERVICES

### 1. ALL REVIEWS

The Consultant shall conduct all reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent via FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for all reviews for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

### 2. TELECONFERENCES/MEETINGS

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for Teleconferences/meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

### E. RECOMMENDATION FOR APPROVAL

The Consultant shall forward one (1) project specific P-WQMP, signed and notarized by the project owner or other appropriate person, accompanied by a written recommendation that the P-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.

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**WQMP PLAN CHECK CONSULTING SERVICES**

Compensation for recommendations for approval of the P-WQMP is incorporated into the fee for P-WQMP review.

**FINAL WQMP (F-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the Conditions of Approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time-and-Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The F-WQMP shall be consistent with the approved P-WQMP and shall include all elements described in the Guidance Document. City copy machines will be made available to the Consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultant's use in performing the required services.

**B. TRANSFER OF F-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the F-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted F-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF F-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. COMPLEX REVIEWS**

**Complex Review Projects**

Complex Reviews include the following types of projects:

- MFR or SFR (Residential Projects) > 50 Units
- Commercial > 2 Ac
- Industrial > 1 Ac
- Automotive > 1Ac
- Restaurants > 1Ac
- Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots > 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Complex F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F- WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP

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comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Fourth and Subsequent F-WQMP Review**

The Consultant shall conduct a fourth and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews.

Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconferences and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Complex Review.

**Fourth and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for the fourth and subsequent teleconferences and/or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

2. **STANDARD REVIEWS**

**Standard Review Projects**

Standards reviews include the following types of projects:

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**WQMP PLAN CHECK CONSULTING SERVICES**

- MFR or SFR (Residential Projects) ≤ 50 Units
- Commercial ≤ 2 Ac
- Industrial ≤ 1Ac
- Automotive ≤ 1Ac
- Restaurants ≤ 1Ac
- Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots ≤ 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to two (2) reviews of the Standard F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Third and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F WQMP reviews.

Compensation for the third and subsequent reviews of the F-WQMP shall be as described In the Consultants Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconference and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs be incorporated into the project, and to otherwise

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facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Standard Review.

#### **Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultants Proposal (*see Section V.C. for further detail*).

### 3. BASIC REVIEWS

#### **Basic Review Projects**

Basic reviews include the following types of projects:

- Hillside Residential ≤ 9 Units

#### **F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Basic F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

#### **Fourth and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews. Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

#### **F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs

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**WQMP PLAN CHECK CONSULTING SERVICES**

for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconferences and Meetings**

The Consultant shall participate in two (2) teleconferences and/or meetings with the Applicant and their F-WQMP Preparer, at the City's request to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

**Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF F-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**

**F-WQMP Reviews**

The Consultant shall conduct reviews of the F-WQMP of projects greater than or equal to \$50,000,000 Total Value (as determined by the City) to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

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**Teleconferences and Meetings**

The Consultant shall participate in teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for all reviews, teleconferences and meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology and shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**E. F-WQMP APPROVAL**

Preparers will be notified when the F-WQMP is ready for approval. Following notification, the Preparer shall submit two (2) original F-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files.

The Consultant shall forward to the City one (1) project specific F-WQMP, wet signed by the Applicant with the signature notarized and wet and sealed by the Engineer of Record, accompanied by a written recommendation that the F-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.

Compensation for recommendations for approval of the F-WQMP is incorporated into the fees for Complex F-WQMP reviews.

**PROJECT REPORTING**

The Consultant shall provide a Project Status Log spreadsheet to the City regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP and one for F-WQMP. The worksheets shall contain the project number, project name or tract number, description, reviewer initials, status, notification date, resubmittal date, approval date, review category (basic, standard, or complex), and for each plan check iteration, the received date, returned date, reviewer turn-around time, applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 PM.

Compensation for project reporting shall be incorporated into the fees for P-WQMP and F-WQMP reviews.

**PROGRAM IMPLEMENTATION ASSISTANCE**

The Consultant shall assist the City in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing City-specific guidance for WQMP preparation; reviewing City standard plans, details, and codes for compatibility with WQMP requirements; developing City standard plans or details for water quality BMPs; and other WQMP and water quality protection assistance related to development and redevelopment within the City.

Compensation for program implementation assistance shall be as described in the Consultants proposal.

**STORMWATER PROGRAM AUDIT**

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

The consultant shall assist the City with any and all inquiries from the Regional Water Quality Control Board. This may include but is not limited to meetings and written responses to all questions from the Regional Water Quality Control Board regarding WQMPs.

Compensation shall be incorporated into the fees for F-WQMP reviews.

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the consultant's proposal.
- B. A statement that this RFP and the consultant's proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that Professional Services to be provided, and fees therefore, will be in accordance with the city's RFP except as otherwise specified in the consultant's proposal under the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL." In this section, include the completed Cost Proposal Sheet attached as Exhibit A-1. Bidders may also include any other documents as information to further explain the proposed costs as attachments to Exhibit A-1. In addition, Bidders shall provide hourly rates and material costs for F-WQMPs  $\geq$  \$50M. Proposals must fully describe all costs charged to the City as part of the contract.
- D. A single and separate section with the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions to Exhibit A-1. In addition, Bidders shall provide hourly rates and material costs for F-WQMPs  $\geq$  \$50M. Proposals must fully describe all costs charged to the City as part of the contract.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the consultant's staff and all subcontractors, if any, to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
- F. A statement that all charges for Professional services is a Not to Exceed Fee as submitted with and made a part of said consultant's proposal.
- G. A statement that the consultant's hourly rate schedule is part of the consultant's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- H. A statement that the consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**VI. PAYMENT(S) TO CONSULTANT**

The City will pay the consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."



**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VII. INSURANCE**

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

**GENERAL LIABILITY**

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

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

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VIII. INDEMNIFICATION**

- A. The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, the Moreno Valley Community Services District (CSD), Riverside County Transportation Commission (RCTC), and Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultants employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, CSD, RCTC, and WRCOG, their officers, agents or employees.
- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, RCTC's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, CSD, RCTC, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

**IX. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving 48 hours written notice to the Consultant of such termination and specifying the effective date thereof. All finished documents and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**X. INDEPENDENT CONTRACTOR**

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

**XI. CONTRACT**

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

**REQUEST FOR PROPOSAL**  
**WQMP PLAN CHECK CONSULTING SERVICES**

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

**XII. GENERAL CONDITIONS**

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

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

- B. Not Applicable.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for this Consultant engagement will be made to the Consultant who, in the opinion of the City, is best qualified.
- E. The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. The RFP will not be counted when included in the Proposal.

**XIII. SELECTION CRITERIA**

- A. The consultant may be invited to a selection interview. The proposals will be rated according to the following criteria:
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
  2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
  3. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure the City remains in compliance with the MS4 permit.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

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

**Exhibit A-1  
COST PROPOSAL SHEET  
FOR  
P-WQMP and F-WQMP Reviews**

**(Consultant's Name)**

TASK	CONSULTANT'S FEE	UNIT
<b>Preliminary WQMP</b>		
First Three (3) Reviews		L.S.
Fourth and Subsequent Review		EA.
Teleconference		EA.
Meeting		EA.
Expedited Review		EA.

TASK	CONSULTANT'S FEE	UNIT
<b>Final WQMP &lt; \$50 M Total Value</b>		
Complex Review		L.S.
First Three (3) Reviews including Two (2) Teleconferences and/or Meetings		EA.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
Standard Review		
First Two (2) Reviews including Two (2) Teleconferences and/or Meetings		L.S.
Third and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
Basic Review		
First Three (3) Reviews include Two (2) Teleconferences and/or Meetings		L.S.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

Expedited Review		EA.
<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
Program Implementation Assistance		

# EXHIBIT B

**CWE**

1561 E. ORANGETHORPE AVENUE  
SUITE 240  
FULLERTON, CA 92831-5202  
(714) 526-7500 PHONE  
(714) 526-7004 FAX  
www.cwecorp.com

April 7, 2016

City of Moreno Valley  
Purchasing Division  
14177 Frederick Street  
Moreno Valley, California 92552

**Proposal to Provide Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans for the City of Moreno Valley**

Dear Selection Committee,

CWE is pleased to submit this proposal to continue providing Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) to the City of Moreno Valley (City). We understand the City requires technical expertise in supporting its National Pollutant Discharge Elimination System (NPDES) Permit compliance efforts, and we have assembled a talented team of experienced professionals to meet your needs. Some of our key differentiators are summarized below.

**We know the City.** CWE has served as the City's Preliminary and Final Water Quality Management Plan (WQMP) review consultant since 2007. We have performed over 100 plan check reviews of Preliminary and Final WQMPs associated with new development and significant redevelopment projects. Our staff has a thorough understanding of the Riverside County Municipal NPDES Stormwater Permit, local Total Maximum Daily Loads (TMDLs), and the unique challenges faced by the City. We deeply value the City as a client and are excited to continue providing our comprehensive services to help meet your evolving future needs.

**We've done this before.** CWE was founded specifically to provide specialized stormwater management and regulatory assistance services to public agencies, and we have provided similar services to over 50 municipalities in Southern California alone, including Moreno Valley. Our staff has reviewed numerous WQMPs and Standard Urban Stormwater Mitigation Plans (SUSMPs), which are the Los Angeles County equivalent of a WQMP, for compliance with new development and redevelopment standards, and they are extremely knowledgeable of the regulatory and political atmosphere surrounding stormwater quality issues.

**Our Project Manager is experienced, dedicated, and client-focused.** Our Project Manager, Jason Pereira, has successfully managed the development and implementation of NPDES Permit programs and TMDLs while maintaining close working relationships with regulators, Permittees, developers, environmental groups, and other stakeholders. Jason has 21 years of stormwater and watershed management experience with a solid track record of exceeding client expectations. He pioneered the development of the nation's first SUSMP standards for the County of Los Angeles, which

City of Moreno Valley  
April 7, 2016  
Page 2

were later used as a model for other jurisdictions to require the treatment and infiltration of stormwater discharges from New Development and Significant Redevelopment projects. He also developed a countywide manual detailing the methodology to select and appropriately design post-construction Best Management Practices (BMPs) to comply with the New Development and Significant Redevelopment requirements. His experience has proven invaluable in assisting the City with WQMP plan checks since 2007, and his commitment to client satisfaction will continue to benefit the City in the coming years.

CWE submits this proposal not simply as an expression of interest, but as a personal statement of our commitment to continue providing the leadership and resources necessary to promote timely and responsive services. We look forward to maintaining our strong relationship with the City and welcome the opportunity to further discuss our qualifications. If you have any questions or require additional information, please contact me at (714) 526-7500 Ext. 212 or [vbapna@cwecorp.com](mailto:vbapna@cwecorp.com).

Respectfully submitted,  
**CWE**



Vik Bapna, PE, CPSWQ, QSD/P  
Principal





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*Creating a better tomorrow, today™*





## City of Moreno Valley

### Plan Check of Preliminary and Final Water Quality Management Plans

# 1. Firm Profile and Qualifications



**CWE** is a dynamic, award-winning firm that provides civil engineering, water resources, stormwater management, environmental engineering, and construction management services to clients throughout the Western United States. We bring the knowledge, creativity, mastery, and commitment necessary to deliver solutions on a wide range of projects. CWE makes personalized connections with each client to serve their goals and objectives, instill trust, and fulfill our commitment to creating a better tomorrow, today.

## Moreno Valley Experience

CWE has been the Preliminary and Final Water Quality Management Plan (WQMP) Plan Check consultant for the City of Moreno Valley (City) since 2007. We have performed over 100 plan check reviews of Preliminary and Final WQMPs associated with new development and significant redevelopment projects. Our staff is deeply familiar with City standards and procedures, and has in-depth knowledge of the Riverside County Municipal National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, local Total Maximum Daily Loads (TMDLs), and the challenges facing Permittees. We consider the City to be one of our most valued clients and look forward to continuing to provide comprehensive plan check reviews to help meet the City's evolving needs in the coming years.

## WQMP Plan Check Expertise

CWE was founded to provide highly specialized stormwater management and regulatory assistance services to public agencies. We have extensive experience assisting municipal agencies with NPDES Permit and TMDL compliance services, including the review of WQMPs and Standard Urban Stormwater Mitigation Plans (SUSMPs), which are the Los Angeles County equivalent of a WQMP, for compliance with new development and redevelopment standards. We have provided similar services for over 50 municipalities in Southern California alone. Our unique expertise has and will continue to benefit the City with thorough and comprehensive services, time and money saved, and the peace of mind that comes with entrusting your complex work to capable professionals.

### 1.1 Licenses and Certificates

CWE staff is comprised of 9 Professional Engineers with over 200 years of combined stormwater experience. Our talented professionals include registered civil and environmental engineers; Certified Professionals in Stormwater Quality (CPSWQ); Qualified Environmental Professionals (QEP); Qualified Stormwater Pollution Prevention Plan (SWPPP) Developers and Practitioners (QSD/P); Qualified Industrial Stormwater Practitioners (QISP); Certified Erosion, Sediment and Stormwater Inspectors (CESSWI); environmental scientists; hydrologists; licensed surveyors; Computer Aided Design (CAD) drafters; Geographic Information Systems (GIS) specialists; inspectors; field technicians; and related support personnel. We are a US Small Business Administration certified **8(a) firm** and Disadvantaged (**DBE**), Minority (**MBE**), and Small Business Enterprise (**SBE**).

### 1.2 Insurance Requirements

CWE is able to meet the insurance requirements of the Request for Proposal (RFP) under Section VII and will furnish any necessary certifications at the time of contract execution. CWE is able to meet the stipulations of the City's boilerplate agreement.





## City of Moreno Valley

### Plan Check of Preliminary and Final Water Quality Management Plans

## 1.3 Relevant Project Experience

CWE has extensive experience providing comprehensive plan check services for local public agencies. Examples of our relevant project experience are provided below.



### CITY OF MORENO VALLEY NPDES CONSULTING AND WQMP PLAN CHECK SERVICES

#### CONTACT

Hoang Nguyen

#### TITLE

Associate Engineer

#### ADDRESS

14177 Frederick Street  
Moreno Valley, California 92552

#### TELEPHONE

(951) 413-3216

CWE is providing on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, Construction General Permit (CGP), and bacteria and nutrient TMDLs for the Santa Ana River Watershed. CWE has performed **over 100 plan check reviews of Preliminary and Final WQMPs** associated with new development and significant redevelopment projects, program management, regulatory support, public education, preparation of stormwater guidance materials, stormwater compliance inspections, municipal staff training, and review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## CITY OF SANTA CLARITA NPDES PERMIT COMPLIANCE SERVICES

### CONTACT

Kerry Breyer

### TITLE

Senior Engineer

### ADDRESS

23920 Valencia Boulevard  
Suite 300  
Santa Clarita, California 91355

### TELEPHONE

(661) 510-0474

CWE is providing the City of Santa Clarita with NPDES Permit stormwater program implementation and compliance assistance services to ensure compliance with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Municipal NPDES Permit compliance services include **SWPPP and SUSMP plan check reviews**, annual report preparation, program management, attending Los Angeles County Executive Advisory Committee meetings, public education, stormwater compliance inspections, municipal staff training, and staff augmentation. CWE also assisted the City with a United States Environmental Protection Agency (USEPA) audit of its Development Construction Program. CWE is providing plan check reviews of SWPPPs and SUSMPs public and private construction projects in the City of Santa Clarita for compliance with the Los Angeles County NPDES Municipal Stormwater Permit and statewide CGP. Implementation assistance services include: **reviewing more than 100 SWPPPs and SUSMPs** for construction and new development and redevelopment projects; meeting with developers, architects, and engineers to assist with the identification of opportunities to integrate stormwater Best Management Practices (BMPs) and Low Impact Development (LID) strategies into project plans; stormwater compliance training; regulatory support; field inspection of post-construction BMPs to ensure the proper installation of BMP and LID measures and compliance with the approved SUSMP and grading plans prior to the issuance of the Certificate of Occupancy; and inspection of construction sites for the proper implementation of BMPs specified in the construction site's SWPPP to ensure compliance with the NPDES Permit and the City's Stormwater Management Programs.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## CITY OF LA CAÑADA FLINTRIDGE NPDES PERMIT PLAN CHECK REVIEWS

### CONTACT

Nasser Shoushtarian

### TITLE

Senior Civil Engineer

### ADDRESS

1327 Foothill Boulevard  
La Cañada Flintridge,  
California 91011

### TELEPHONE

(818) 790-8882  
Ext. 409

CWE has provided **plan check review services for over 75 SUSMPs and SWPPPs** for the City of La Cañada Flintridge. Responsibilities include preparing conditions of approval for priority planning projects, reviewing SUSMPs and SWPPPs for development and redevelopment projects, reviewing California Environmental Quality Act (CEQA) documents and specific plans, and implementing the City's Development Planning Program to comply with the Los Angeles County Municipal NPDES Stormwater Permit.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS POST-CONSTRUCTION BMP INSPECTIONS

### CONTACT

Marc Rodabaugh, PE

### TITLE

Stormwater Program Manager

### ADDRESS

825 E. Third Street, Room 117  
San Bernardino, California 92415

### TELEPHONE

(909) 387-8112

CWE assisted the San Bernardino County Department of Public Works by performing inspections of discretionary projects to verify that WQMP features were being installed in accordance with the approved WQMP and grading plans and suggested BMP design provisions in the California Stormwater Quality Association (CASQA) Stormwater BMP Handbook – *New Development and Redevelopment*. CWE's inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County Municipal Separate Storm Sewer System (MS4) NPDES Permit's New Development and Redevelopment Program compliance. Task performed included **identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent construction of WQMP features**. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions. For projects that demonstrated the WQMP features were constructed in substantial conformance with the WQMP and grading plans, a certification statement signed by a Civil Engineer was prepared prior to the issuance of a Notice of Occupancy.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## CITY OF GLENDORA NPDES AND WATER QUALITY ADMINISTRATION

### CONTACT

Jerry Burke, PE

### TITLE

Assistant Director of Public Works

### ADDRESS

116 E. Foothill Boulevard  
Glendora, California 91741

### TELEPHONE

(951) 833-1650

CWE provided NPDES Permit and Water Quality Administration services to assist the City of Glendora with the Los Angeles County MS4 NPDES Permit, CGP, and Industrial General Permit (IGP). CWE performed **SWPPP and SUSMP plan check review**. CWE also performed industrial/commercial facility inspections for 648 facilities. CWE also provided City staff and food handling facility owners/operators with hands-on training to understand the roles and responsibilities of maintaining a citywide compliant Fats, Oils, and Grease (FOG) Control Program. CWE performed over 330 onsite FOG inspections of permitted food handling facilities to ensure compliance with the City's FOG ordinance and minimize potential Sanitary Sewer Overflows (SSOs). Services included providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, Illicit Connection and Illegal Discharge (IC/ID) Elimination, and Public Information and Participation Programs. Tasks included program management and regulatory support, Permittee-owned facility SWPPP preparation, development of an Enforcement Response Plan, **training (SUSMP review, Industrial SWPPP, IC/ID, Public Agency Activities, and FOG)**, construction and industrial/commercial facility stormwater inspections, representation at Permittee meetings, and TMDL implementation assistance. CWE completed a Program Effectiveness Assessment of the City's implementation of the Stormwater Management Plan and assessed the FOG Control Program to determine SSO requirement compliance.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## COUNTY OF ORANGE JOHN WAYNE AIRPORT STORMWATER PROGRAM IMPLEMENTATION ASSISTANCE

### CONTACT

Maria Pope

### TITLE

Airport Environmental Engineer

### ADDRESS

3160 Airway Avenue  
Costa Mesa, California 92626

### TELEPHONE

(949) 252-5269

CWE was retained by John Wayne Airport (JWA), a regional commercial services airport located in Orange County, to provide On-Call Stormwater Program Implementation Assistance on a task order basis. In addition to various other task orders, **CWE prepared and reviewed SWPPPs and WQMPs** for airport construction projects. CWE also conducted regular industrial/commercial facility inspections of airport and tenant-managed facilities to document the implementation and maintenance of BMPs identified in the JWA facility SWPPP and to ensure compliance with the IGP. CWE performed onsite construction and post-construction BMP inspections for large-scale projects such as the new Terminal C, Central Utility Plant, Parking Lot C, Parking Structure C, South Remain-Over-Night Ramp, Airside Dock Access and North Trash Compactor, General Aviation Shade Structures, Deconstruction of Parking Structure B1, and four other projects. CWE was also responsible for the response and investigation of non-stormwater discharges (IC/IDs).





**City of Moreno Valley**

Plan Check of Preliminary and Final Water Quality Management Plans



**CITY OF TUSTIN ON-CALL WQMP PLAN CHECK SERVICES**

**CONTACT**

Alex Waite

**TITLE**

Environmental Compliance Specialist

**ADDRESS**

300 Centennial Way  
Tustin, California 92780

**TELEPHONE**

(714) 573-3305

CWE is performing **plan reviews for WQMPs, grading plans, soils investigations, engineering drawings, calculations, and hydrogeology documents** for the City of Tustin. Plans are reviewed for conformance with federal, state, and local ordinances, and the NPDES MS4 Permit. Plan checks have been completed and returned in as few as five days.

*Creating a better tomorrow, today.™*





## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans



## CITY OF FONTANA WATER QUALITY MANAGEMENT PLAN HANDBOOK

### CONTACT

Kevin Ryan

### TITLE

Engineering Manager

### ADDRESS

8353 Sierra Avenue  
Fontana, California 92335

### TELEPHONE

(909) 350-6655

CWE is **creating a WQMP handbook** to help streamline the WQMP process and educate City staff and developers. The handbook will be an easy-to-use document that summarizes the guidelines associated with the San Bernardino County WQMP template and provides information specific to the City. The document will cover basic WQMP requirements, such as the thresholds that identify whom must develop a WQMP and how the WQMP is to be developed; identify the City's pre-approved treatment methods based on the City's maintenance preferences and what the City believes the contractors are capable of adequately maintaining; other processes associated with WQMP submittals, such as the process for when a WQMP is submitted with entitlement applications; and a process for seeking approval of BMPs not identified as a City's pre-approved treatment method. CWE is also developing standard plans for the City's pre-approved treatment methods. CWE is revising and updating the City's existing tri-fold informational handout, which will be distributed to City staff and developers to educate them on WQMP requirements and processes. CWE will conduct two workshops at the City: one focused on City staff and the other focused on the developers. The workshops will cover the WQMP Handbook and how it can be used in the City to expedite and streamline the WQMP process. A Public Information Flyer will also be developed and used to market the two workshops.



**City of Moreno Valley**  
Plan Check of Preliminary and Final Water Quality Management Plans



**CITY OF ONTARIO MILL CREEK WETLANDS  
FEASIBILITY ANALYSIS AND DESIGN PEER REVIEW**

**CONTACT**

Raymond Lee, PE

**TITLE**

Assistant City Engineer

**ADDRESS**

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**TELEPHONE**

(909) 395-2104

CWE conducted **the analysis and project plan review** of the City of Ontario's Mill Creek Wetlands to ensure it met water quality treatment goals required in the San Bernardino County WQMP. CWE reviewed conceptual hydrologic and hydraulic design and function reports and models, conceptual plans, surface water quality reports, National Environmental Policy Act (NEPA) site assessment studies, and technical documents to ensure the proper planning and design of the proposed treatment wetlands. Tasks included meetings with the City and project team, preparing comments, and providing recommendations for alternative measures to meet requirements and objectives.



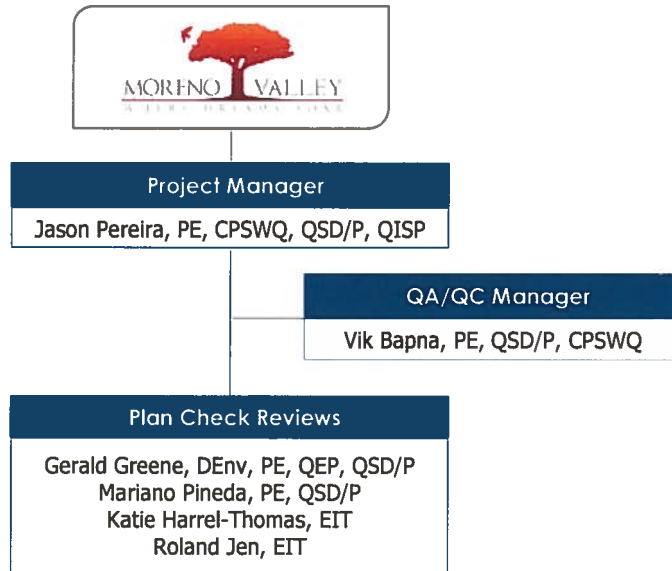


## 2. Experience of Key Personnel

CWE staff is highly experienced assisting municipal agencies with NPDES Permit and TMDL compliance services, including the review of WQMPs for compliance with new development and redevelopment standards. This section introduces our proposed personnel.

### 2.1 Organizational Chart

This organizational chart depicts the roles and responsibilities of our proposed staff.



### 2.2 Subconsultants

CWE will not utilize subconsultants for this work, as the scope of work falls directly within our area of expertise.

**CWE is a service-oriented firm, committed to setting new standards in...**

- quality,**
- efficiency,**
- flexibility, and**
- cost-effectiveness.**

*Creating a better tomorrow, today.™*





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## 2.3 Key Personnel Biographies

Brief introductions to our key personnel's experience and qualifications are provided below. Full resumes are furnished in **Appendix A**.



**Jason Pereira**  
Project Manager

**Years With CWE: 10**

Jason Pereira, PE, CPSWQ, QSD/P, QISP, CGP/IGP-ToR is a cofounder of CWE and a recognized leader in the stormwater industry. His contributions to the stormwater community have been broad-reaching and include developing the nation's first SUSMP, preparing model stormwater management programs, implementing guidelines for new development and redevelopment, and presenting stormwater management workshops. Jason has vast experience reviewing WQMPs and SUSMPs to verify compliance with post-construction BMP requirements. He has prepared annual reports and MS4 Permit ordinances and developed and implemented special studies, integrated implementation plans, coordinated compliance monitoring plans, and pollutant source identification analyses for TMDLs. He has implemented BMPs and LID techniques to minimize pollution from urban and stormwater runoff.



**Vik Bapna**  
QA/QC Manager

**Years With CWE: 10**

Vik Bapna, PE, CPSWQ, QSD/P is a cofounder of CWE and is widely regarded as an expert in the development of multiuse projects that improve water quality, reduce pollutants of concern, and enhance local communities. He has managed over \$100 million in large scale, multi-disciplinary projects for federal, state, and municipal agencies. Vik has performed numerous plan check reviews for WQMPs, SUSMPs, SWPPPs, and design plans; designed innovative structural treatment control BMPs; developed multi-benefit water quality enhancement projects; and prepared watershed management and TMDL Implementation Plans to mitigate urban and stormwater runoff. His experience includes working for the Los Angeles County Department of Public Works (LACDPW) as a Watershed Manager for the Los Angeles River and Dominguez Channel Watersheds implementing stormwater compliance programs to meet NPDES Permit and various TMDL requirements.



**Dr. Gerald Greene**  
Plan Check Support

**Years With CWE: 4**

Gerald "Gerry" Greene, DEnv, PE, QEP, QSD/P is a seasoned engineer with extensive water-related experience spanning nearly three decades. Gerry has reviewed hundreds of WQMPs, SUSMPs, SWPPPs, Water Pollution Control Programs (WPCPs), and grading and drainage plans. He has prepared grant applications that have been submitted to and approved by various boards and committees. Gerry incorporated LID design into municipal capital improvement projects and similarly reviewed submittals for private developments. He has experience designing urban runoff treatment diversion facilities in Orange and Los Angeles Counties, preparing numerous master plans of drainage, and conducting forensic analyses related to rainfall intensity, water balance, flood conveyance, flood storage, pump station failure, land slide, and subsidence events.



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**Mariano Pineda**

Plan Check Support

**Years With CWE: 3**

Mariano Pineda, PE, QSD/P has 9 years of professional experience in the engineering and construction of civil engineering projects. Mariano has developed SUSMPs and WQMPs, designed stormwater BMPs and LID solutions, developed schedules using Primavera P6 Software, temporary traffic control plans, construction bids, and prepared numerous documents for public works construction at the municipal, state, and federal level. Mariano's experience includes the preparation, review, and supervision of construction documents, including street and highway improvement plans, providing environmental and general staff support, and constructability review. He has performed plan check reviews of numerous land development plans such as sidewalk improvement plans, street improvement plans, storm drain plans, and rough grading plans.



**Katie Harrel-Thomas**

Plan Check Support

**Years With CWE: 4**

Katie Harrel-Thomas, EIT is a talented engineer with four years of professional experience. In 2015, Katie was honored by the Orange County Engineering Council (OCEC) with a Young Engineer Award to recognize extraordinary accomplishments achieved so early in her career. She has performed numerous plan check reviews of WQMPs, SUSMPs, SWPPPs, WPCPs, and grading and erosion control plans for the City of Moreno Valley and other local public agencies. She has also conducted stormwater compliance inspections and sampling, prepared pollution prevention assessments and reports, performed hydrologic and hydraulic studies, and developed watershed management programs for Southern California municipalities.



**Roland Jen**

Plan Check Support

**Years With CWE: 2**

Roland Jen, EIT has two years of experience and possesses a background in stormwater management and sampling, laboratory testing, and legal permitting. Roland has performed plan check reviews for the City of Moreno Valley and other local public agencies. His additional current duties include conducting water quality monitoring, performing industrial/commercial facility and FOG inspections for public agency clients, and providing a broad range of stormwater compliance support services.





## 2.4 References

CWE invites the City to contact the references below to verify our track record of providing timely, efficient, budget-adherent services to our clients. Additional references are provided in **Section 1.3**.

### City of Santa Clarita

**Kerry Breyer**  
Senior Engineer  
(661) 510-0474  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, California 91355

- NPDES Permit Compliance Services

### City of Glendora

**Jerry Burke, PE**  
Assistant Director of Public Works  
(626) 552-2415  
116 E. Foothill Boulevard  
Glendora, California 91741

- NPDES and Water Quality Administration
- Low Impact Development Report Template

### San Bernardino County Department of Public Works

**Marc Rodabaugh, PE**  
Stormwater Program Manager  
(909) 387-8112  
825 E. Third Street, Room 117  
San Bernardino, California 92415

- Post-Construction BMP Inspections
- On-Call Professional Engineering and Regulatory Compliance Services for NPDES Phase I MS4 Permit Implementation Assistance
- Professional Engineering and Regulatory Compliance Services for NPDES Phase II MS4 Permit Implementation
- NPDES Phase II MS4 Permit Mojave River Watershed Group Stormwater Program Professional Engineering and Regulatory Compliance Services





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## 3. Project Approach/Understanding

This section includes our project understanding and proposed approach.

### 3.1 Project Understanding

CWE has been providing plan check review services for the City since 2007 and understands the City's obligations under the Riverside County NPDES Permit and the need to review discretionary projects in specifically defined categories for compliance with the New Development and Significant Redevelopment requirements established under the *Water Quality Management Plan – A Guidance Document for the Santa Ana River Region of Riverside County* (referred to herein as Guidance Document). Projects requiring discretionary approval will need to submit a WQMP to ensure that the constructed project will minimize the impact of urban runoff by incorporating various BMPs applied on a project-specific basis. The City is required to evaluate the proposed WQMP and determine whether the plan meets the standards of the Guidance Document and adequately address pollutants of concern likely to be generated by the developed site using the BMP hierarchy specified in the Guidance Document. CWE understands that our role will be to review these WQMPs for compliance with the previously discussed standards and to recommend approval of projects that adequately satisfy these requirements. CWE will assist the City's Stormwater Program Manager or his/her designee with any Stormwater Management Program needs related to the New Development and Significant Redevelopment program. Additionally, we will provide assistance to the City regarding any inquiries from the Regional Water Quality Control Board (Regional Board) resulting from an audit.

### 3.2 Project Approach

CWE is pleased to have this opportunity to **continue supporting the City's efforts** to comply with the NPDES Permit and WQMP Guidance Document to address management of urban runoff quantity and quality to protect receiving waters. Each task is described in depth below:

#### Task 1 – Preliminary WQMP Review

##### A. Research of Information

Upon receipt of the Applicant's first submittal of the Preliminary WQMP (P-WQMP), CWE will perform an initial check to determine whether the P-WQMP package is complete and includes all the required documentation set forth in the Guidance Document to perform a thorough project review. We will also confirm that the submittal package includes a determination of the Project's "Total Value" for billing/charging purposes (flat fee or time and materials) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of the contract.





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Submittals will be checked for:

- Owner's certification
- Project and site information
- Drainage management area delineation and categorization
- Infiltration applicability
- BMP details
- Harvest and use assessment (if necessary)
- Bioretention and biotreatment assessment
- LID BMP sizing
- Alternative compliance (if necessary)
- Supporting detail related to hydraulic conditions of concern
- Location map and WQMP site plan with required elements
- Soils report (if provided, not required until Final WQMP)
- Treatment control BMP sizing calculations and design details
- Project-specific P-WQMP is wet signed and sealed by the Engineer (Preparer) and Applicant (once approval recommended)

If it is determined that the submittal is incomplete or more information is necessary to perform a complete review of the P-WQMP, the City's Stormwater Program Manager or his/her designee will be promptly notified via email of related documents or other records the City may have in its possession that are necessary to perform a complete review of the Applicant's submittal. We assume that City staff will reproduce the requested documents and expedite their delivery to CWE by email, fax, or the FedEx Standard Overnight® envelopes and boxes provided to the City as detailed in Subtask 1.B.

#### B. Transfer of P-WQMP from City to CWE

CWE will provide the City with an ample supply of FedEx Standard Overnight® envelopes and boxes for the expeditious delivery of P-WQMP and supporting documents to our Fullerton office. Shipping labels will indicate "Bill to Recipient" and have CWE's FedEx Account Number. We assume the City's Stormwater Program Manager or his/her designee will notify the CWE Project Manager when envelope and box supplies are running low. CWE will ensure that these shipping supplies are promptly replenished.

#### C. Review of P-WQMP for Projects Less Than \$50 Million in Total Value

##### 1. First Two Reviews

Upon receipt of the first P-WQMP submittal, CWE will record the project information on the P-WQMP Project Status Log spreadsheet. CWE's knowledgeable staff will conduct a comprehensive review of the Applicant's P-WQMP for compliance with NPDES Permit No. CAS 618033, the Guidance Document, and all City policies and preferences. We will verify that all proposed BMPs effectively address the design capture volume identified for the project site using the BMP hierarchy defined in the Guidance Document and that adequate control measures are incorporated into the project plans.

The first P-WQMP review will be completed within ten (10) working days from the notification date using the City's existing *Water Quality Management Plan Review Checklist*. For projects



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satisfying all requirements, CWE will notify the Preparer that the P-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final P-WQMP to CWE. We will then transmit a letter recommending approval of the P-WQMP and two (2) final hardcopies of the P-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day® delivery. For a P-WQMP requiring modifications, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the P-WQMP Preparer within ten (10) working days from the notification date by FedEx 2Day® delivery.

The second review will be completed within ten (10) working days from the resubmittal date of the P-WQMP. This is the date the P-WQMP is received. Should the Preparer fail to return the previous comment set to CWE, we will immediately notify the City's Stormwater Program Manager or his/her designee by email. During the second review, we will verify that the P-WQMP Preparer addressed all comments and concerns specified during the previous review and that the other portions of the document continue to meet the requirements. For projects satisfying all requirements, CWE will notify the Preparer that the P-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final P-WQMP to CWE. We will then transmit a letter recommending approval of the P-WQMP along with two (2) hardcopies of the final P-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day® delivery. For a P-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the P-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day® delivery.

## 2. Third and Subsequent Reviews

Consistent with **Item 1.C.1** above, CWE will conduct a third and subsequent reviews, as necessary. Again, the third and subsequent reviews will verify that the P-WQMP Preparer addressed all comments and concerns specified during the previous review. For projects satisfying all requirements, CWE will transmit a letter recommending approval of the P-WQMP, along with two hardcopies of the final P-WQMP, to the City's Stormwater Program Manager or his/her designee by FedEx 2Day® delivery within ten (10) working days from the Resubmittal Date. For a P-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the P-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day® delivery.

## 3. Teleconferences/Meetings

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the P-WQMP Applicant and Preparer via teleconference, at the Moreno Valley City Hall, or CWE's Fullerton office. CWE's reviewer will be prepared to discuss BMPs to be incorporated into the project, clarify plan deficiencies that need to be addressed, explain NPDES Permit and WQMP requirements, and facilitate the P-WQMP review and approval process.



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#### D. Review of P-WQMP for Projects $\geq$ \$50 Million in Total Value

##### 1. All Reviews

CWE will perform P-WQMP plan check reviews for projects greater than or equal to \$50 million in total value as described in under **Item 1.C.1** above, with the only difference being the billing method used for this review, which will be Time-and-Material (T&M) versus a flat fee.

##### 2. Teleconferences/Meetings

Similarly, CWE will conduct teleconferences and/or meetings as described in under **Item 1.C.3** above on a T&M basis.

#### E. Recommendation for Approval

Upon the receipt of three (3) project-specific P-WQMPs, signed and notarized by the project owner or other authorized person, CWE will prepare a letter to the City's Stormwater Program Manager or his/her designee stating that the P-WQMP is ready for approval by the City. CWE's written recommendation will document conditions of approval and summarize all proposed site design, source control, and treatment control BMPs. CWE will forward to the City representative within five (5) working days, via FedEx 2Day<sup>®</sup> delivery, two (2) project-specific P-WQMPs and CWE's written recommendation letter.

#### Task 2 – Final WQMP Review

##### A. Research of Information

Upon receipt of the Applicant's first submittal of the Final WQMP (F-WQMP), CWE will perform an initial check to determine if the F-WQMP package is complete and includes all the required documentation set forth in the Guidance Document to perform a thorough project review. CWE will verify that the project submittal includes a copy of the approved P-WQMP (if necessary), conditions of approval, an original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record, and determination of the Project's "Total Value" for billing/charging purposes (flat fee or time and materials) as more particularly described in the latest schedule of city Fees, charges, and rates for the applicable fiscal year of the contract.

If it is determined that the submittal is incomplete or more information is necessary to perform a complete review of the F-WQMP submitted, the City's Stormwater Program Manager or his/her designee will be promptly notified via email of related documents or other records the City may have in its possession that are necessary to perform a complete review of the Applicant's submittal. We assume that City staff will reproduce the requested documents and expedite their delivery to CWE by email, fax, or the FedEx Standard Overnight<sup>®</sup> envelopes and boxes provided to the City as detailed in the following subtask (Transfer of F-WQMP from City to CWE).



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## B. Transfer of F-WQMP from City to CWE

CWE will provide the City with an ample supply of FedEx Standard Overnight® envelopes and boxes for the expeditious delivery of F-WQMP and supporting documents to our Fullerton office. Shipping labels will indicate "Bill to Recipient" and have CWE's FedEx Account Number. We assume the City's Stormwater Program Manager or his/her designee will notify the CWE Project Manager when envelope and box supplies are running low. CWE will ensure that these shipping supplies are promptly replenished.

## C. Review of F-WQMP for Projects < \$50 Million in Total Value

### 1. F-WQMP Reviews

After receipt of the first F-WQMP submittal, CWE will record the project information on the F-WQMP Project Status Log spreadsheet. CWE's experienced staff will conduct a comprehensive review of the Applicant's F-WQMP to ensure the plan is in conformance with the approved preliminary project-specific WQMP. We will verify that the project design layout incorporates the approved Site Design BMPs and recommended suite of Source Control and Treatment Control BMPs. We will confirm that hydrologic conditions of concern. We will also verify a geotechnical report, inclusive of infiltration testing, is included in the submittal. CWE will verify that all BMPs are adequately sized to address the design capture volume and that the operation and maintenance plan submitted is suitable for the plan's Treatment Control BMPs. We will ensure the F-WQMP is in compliance with NPDES Permit No. CAS 618033, the Guidance Document, and all City policies and preferences.

The first F-WQMP review will be completed within ten (10) working days from the Notification Date using the City's existing *Water Quality Management Plan Review Checklist*. For projects satisfying all requirements, CWE will notify the Preparer that the F-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final F-WQMP to CWE. We will then transmit a letter recommending approval and two (2) final hardcopies of the F-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day® delivery. For an F-WQMP requiring modifications, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the F-WQMP Preparer within ten (10) working days from the notification date by FedEx 2Day®, and if necessary communicate verbally with the Preparer. A copy of all comments sent to the Preparer, except the redline comments, will be forwarded to the City representative.

The subsequent review(s) will be completed within ten (10) working days from the resubmittal date of the F-WQMP. The number of subsequent reviews varies based on the review types, which are further detailed below. Should the Preparer fail to return the previous comment set to CWE, we will immediately notify the City's Stormwater Program Manager or his/her designee by email. During the subsequent review(s) we will verify that the F-WQMP Preparer addressed all comments and concerns specified during the previous review(s). For projects satisfying all requirements, CWE will notify the Preparer that the F-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final F-WQMP to CWE. We will then transmit a letter recommending approval of the F-WQMP and two (2) final hardcopies of the F-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day®



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delivery. For a F-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the F-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day® delivery, and if necessary communicate verbally with the Preparer. A copy of all comments sent to the Preparer, except the redline comments, will be forwarded to the City representative.

#### a. Complex Reviews

Complex F-WQMP reviews will be performed for the project types identified below and will include up to three (3) reviews. The reviews will be performed as described in **Item 2.C.1** above.

- Residential projects > 50 units
- Commercial projects > 2 acres
- Industrial projects > 1 acre
- Automotive projects > 1 acre
- Restaurants > 1 acre
- Hillside development projects > 1 acre (except hillside residential ≤ 9 units)
- Parking lots > 2 acres

Mixed use projects and/or projects that meet the definition of two or more categories will be reviewed under the highest applicable review.

#### ***Fourth and Subsequent Complex Reviews***

CWE will conduct a fourth and subsequent reviews, as necessary, as described in **Item 2.C.1** above. Again, the fourth and subsequent reviews will verify that the F-WQMP Preparer addressed all comments and concerns specified during the previous review. For projects satisfying all requirements, CWE will notify the Preparer that the F-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final F-WQMP to CWE. We will then transmit a letter recommending approval of the F-WQMP and two (2) hard copies of the F-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day® delivery. For a F-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the F-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day® delivery, and if necessary communicate verbally with the Preparer. A copy of all comments sent to the Preparer, except the redline comments, will be forwarded to the City representative.

#### ***Complex Review Teleconferences and Meetings***

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for up to three (3) meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office. CWE's reviewer will be prepared to discuss BMPs to be incorporated into the project, clarify plan deficiencies that need to be



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addressed, explain NPDES Permit and WQMP requirements, and facilitate the F-WQMP review and approval process.

#### ***Fourth and Subsequent Teleconferences and Meetings***

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for additional meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office, as necessary. CWE's reviewer will address any outstanding issues until the F-WQMP is ready for approval.

#### **b. Standard Reviews**

Standard F-WQMP reviews will be performed for the project types identified in below and will include up to two (2) reviews. The first two reviews will be performed as described in **Item 2.C.1** above.

- Residential projects ≤ 50 units
- Commercial projects ≤ 2 acres
- Industrial projects ≤ 1 acre
- Automotive projects ≤ 1 acre
- Restaurants ≤ 1 acre
- Hillside development ≤ 1 acre (except hillside residential ≤ 9 units)
- Parking lots ≤ 2 acres

Mixed use projects and/or projects that meet the definition of two or more categories will be reviewed under the highest applicable review.

#### ***Third and Subsequent Standard Reviews***

CWE will conduct a third and subsequent reviews, as necessary, as described in **Item 2.C.1** above. Again, the third and subsequent reviews will verify that the F-WQMP Preparer addressed all comments and concerns specified during the previous review. For projects satisfying all requirements, CWE will notify the Preparer that the F-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final F-WQMP to CWE. We will then transmit a letter recommending approval of the F-WQMP and two (2) hardcopies of the F-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day<sup>®</sup> delivery. For a F-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the F-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day<sup>®</sup> delivery, and if necessary communicate verbally with the Preparer. A copy of all comments sent to the Preparer, except the redline comments, will be forwarded to the City representative.



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#### ***Standard Review Teleconferences and Meetings***

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for up to two (2) meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office. CWE's reviewer will be prepared to discuss BMPs to be incorporated into the project, clarify plan deficiencies that need to be addressed, explain NPDES Permit and WQMP requirements, and facilitate the F-WQMP review and approval process.

#### ***Third and Subsequent Teleconferences and Meetings***

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for additional meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office, as necessary. CWE's reviewer will address any outstanding issues until the F-WQMP is ready for approval.

#### **c. Basic Reviews**

Basic F-WQMP reviews will be performed for Hillside Residential ( $\leq 9$  units) developments and will include up to two (2) reviews. The first two reviews will be performed as described in **Item 2.C.1** above.

#### ***Third and Subsequent Basic Reviews***

CWE will conduct a third and subsequent reviews, as necessary, as described under **Item 2.C.1** above. Again, the third and subsequent reviews will verify that the F-WQMP Preparer addressed all comments and concerns specified during the previous review. For projects satisfying all requirements, CWE will notify the Preparer that the F-WQMP will be recommended for approval. The Preparer will be requested to transmit three (3) copies of the final F-WQMP to CWE. We will then transmit a letter recommending approval of the F-WQMP and two (2) hardcopies of the F-WQMP to the City's Stormwater Program Manager or his/her designee by FedEx 2Day<sup>®</sup> delivery. For a F-WQMP requiring further modification, CWE will prepare and transmit redline comments, narrative comments, and the City's checklist to the F-WQMP Preparer within ten (10) working days from the Resubmittal Date by FedEx 2Day<sup>®</sup> delivery, and if necessary communicate verbally with the Preparer. A copy of all comments sent to the Preparer, except the redline comments, will be forwarded to the City representative.

#### ***Basic Review Teleconferences and Meetings***

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for up to two (2) meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office. CWE's reviewer will be prepared to discuss BMPs to be incorporated into the project, clarify plan deficiencies that need to be addressed, explain NPDES Permit and WQMP requirements, and facilitate the F-WQMP review and approval process.



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### *Third and Subsequent Teleconferences and Meetings*

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for additional meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office, as necessary. CWE's reviewer will address any outstanding issues until the F-WQMP is ready for approval.

## Review of F-WQMP for Projects $\geq$ \$50 Million in Total Value

### 1. All F-WQMP Reviews and Comments

CWE will perform F-WQMP plan check reviews for projects greater than or equal to \$50 million in total value as described in **Item 2.C.1** above, with the only difference being the billing method used for this review, which will be T&M versus a flat fee.

### 2. Teleconferences and Meetings

At the City's request, CWE's project-specific reviewer will be available to meet with City staff and the F-WQMP Applicant and Preparer for meetings via teleconference, or at the Moreno Valley City Hall or CWE's Fullerton office. CWE's reviewer will be prepared to discuss BMPs to be incorporated into the project, clarify plan deficiencies that need to be addressed, explain NPDES Permit and WQMP requirements, and facilitate the F-WQMP review and approval process. Teleconferences and/or meetings will be billed on a T&M basis.

## F-WQMP Approval

Upon receipt of three (3) project-specific F-WQMPs, signed and notarized by the project owner or other authorized person and wet sealed and signed by the preparer, CWE will prepare a letter to the City's Stormwater Program Manager or his/her designee stating that the F-WQMP is ready for approval by the City. CWE's written recommendation will document conditions of approval and summarize all proposed Site Design, Source Control, and Treatment Control BMPs. CWE will forward to the City representative within five (5) working days, via FedEx 2Day<sup>®</sup> delivery, two (2) project-specific F-WQMPs and CWE's written recommendation letter. The third copy of the F-WQMP will be retained by CWE for our records.

## Task 3 – Expedited Reviews

When directed by the City's Stormwater Program Manager or his/her designee, CWE will expedite designated P-WQMP and F-WQMP reviews as detailed in Tasks 1 and 2, except reviews will be completed within five (5) working days from the notification date or the resubmittal date.

## Task 4 – Project Reporting

As described in Tasks 1 and 2, upon receipt of project submittals, CWE will immediately record the project information on the P-WQMP and F-WQMP Project Status Log spreadsheet. CWE's Project Manager will update and review on a weekly basis all relevant project information included on the Project Status Log spreadsheet. The Project Status Log will contain all pertinent project and plan check review information identified in the RFP. CWE will email the Project Status Log spreadsheet to the City's





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Stormwater Program Manager or his/her designee on Fridays or the last business day of the week by 3:00 PM.

#### Task 5 – Program Implementation Assistance

CWE's experienced staff will assist the City with implementation of the WQMP program on an as-needed basis. We will support the City's staff to:

- Prepare Frequently Asked Questions (FAQs) fact sheets for questions typically asked by WQMP Preparers
- Prepare City-specific WQMP guidance materials
- Prepare BMP and LID Guidance Manuals
- Review and recommend modifications to the City's standard plans, details, codes, and ordinances to ensure compliance with the WQMP requirements under the Riverside County NPDES Permit
- Develop City standard plans or details for water quality BMPs
- Develop programs to address bacteria and nutrients generated from new development and significant redevelopment to meet TMDL requirements
- Assist in other WQMP and water quality protection assistance related to development and redevelopment within the City
- Assist with TMDL compliance and implementation planning

#### Task 6 – Stormwater Program Audit

CWE will provide assistance to the City with any and all inquiries from the Regional Board pertaining to the new and redevelopment program. This may include, but is not limited to, meetings and written responses to all questions from Regional Board regarding WQMPs.



## City of Moreno Valley

Plan Check of Preliminary and Final Water Quality Management Plans

### 3.3 Quality Control Measures

Our performance and management approach is designed to exceed client goals and objectives and to complete projects on or ahead of schedule. CWE has proven on past projects to be able to deliver projects on schedule and within or below budget. An example is our performance on the current contract with the City of Moreno Valley for providing P-WQMP and F-WQMP Plan Check Review Services. All plan check reviews, including expedited reviews, have been completed within ten (10) and five (5) working days, respectively. We have also been responsive to City staff and WQMP Preparers and returned phone calls and emails within 24 hours. CWE has also been flexible to accommodate all requests for teleconferences and meetings. CWE's strategy is to focus on communication and work efficiency, project scheduling, and budgetary and quality controls.

#### Communication and Work Efficiency

Communication is a key to successful completion of projects on schedule and within budget. Prior to project initiation, CWE's Project Manager makes every effort to understand the clients' goals and expectations. We initially meet with our clients to fully comprehend and develop a scope of work that clearly identifies project tasks and deliverables to meet the clients' needs and objectives. CWE works closely with clients to clarify critical issues and understand specific goals by having regular project meetings to discuss project milestones.

#### Project Scheduling

CWE develops and uses comprehensive project schedules to regularly monitor project progress and upcoming work items. This has proven successful in keeping track of forthcoming critical issues and decisions. The CWE Project Manager keeps the client apprised of planned work, project progress, and deliverables. The Project Manager notifies clients of any critical issues and changes in the anticipated project progress and delivery of key programs.

#### Budgetary Control

Two items that help in budgetary controls are continual project accomplishment evaluations and monitoring project expenditures. CWE regularly evaluates the project scope of work and client objectives to monitor and identify any changes that may affect project costs. This approach has proved successful in reducing our clients' costs and developing a clear time schedule for project delivery.

#### Quality Control

CWE's Quality Control provides for peer review by the Quality Control Group prior to each deliverable. This process ensures that deliverables meet client objectives. Reviewing the scope of work, data collection, practicability, organization, clarity, and completeness provides for thorough quality control. This methodology has proven to deliver high quality deliverables to our clients.

**City of Moreno Valley**

Plan Check of Preliminary and Final Water Quality Management Plans

## 4. Incorporation of the RFP

The RFP is incorporated in its entirety as part of this proposal and is attached in **Appendix B**.

## 5. Agreement for Professional Consultant Services

The RFP and this proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when the said Agreement is fully executed by CWE's Principal and City of Moreno Valley Mayor or City Manager.

## 6. Cost Proposal and Rate Sheet

Professional services to be provided, and fees therefore, will be in accordance with the City's RFP. The following pages include our completed cost proposal sheet and hourly rates.



**City of Moreno Valley**

Plan Check of Preliminary and Final Water Quality Management Plans

**6.1 Cost Proposal Sheet**

**Exhibit A-1**

**COST PROPOSAL SHEET  
FOR  
P-WQMP and F-WQMP Reviews**

**CWE**

TASK	CONSULTANT'S FEE	UNIT
<b>Preliminary WQMP</b>		
First Two (2) reviews	\$990.00	L.S.
Third and Subsequent Review	\$341.00	EA.
Teleconference	\$153.00	HR.
Meeting	\$207.00	HR.
Expedited Review	25% additional of base review	EA.

TASK	CONSULTANT'S FEE	UNIT
<b>Final WQMP &lt; \$50 M Total Value</b>		
<b>Complex Review</b>		
First three (3) Reviews incl. Teleconferences and/or Meetings	\$5,000.00	L.S.
Fourth and Subsequent Review	\$1,934.00	EA.
Fourth and Subsequent Teleconference	\$153.00	HR.
Fourth and Subsequent Meeting	\$207.00	HR.
Expedited Review	25% additional of base review	EA.

<b>Standard Review</b>		
First two (2) Reviews incl. two (2) Teleconferences and/or Meetings	\$3,461.00	L.S.
Third and Subsequent Review	\$1,526.00	EA.
Third and Subsequent Teleconference	\$153.00	HR.
Third and Subsequent Meeting	\$207.00	HR.
Expedited Review	25% additional of base review	EA.

<b>Basic Review</b>		
First Two (2) Reviews, include Two (2) Teleconferences and/or Meetings	\$887.00	L.S.
Third and Subsequent Review	\$795.00	EA.
Third and Subsequent Teleconference	\$153.00	HR.
Third and Subsequent Meeting	\$207.00	HR.

TASK	CONSULTANT'S FEE	UNIT
<b>Program Implementation Assistance</b>	\$144.00	HR

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## City of Moreno Valley

### Plan Check of Preliminary and Final Water Quality Management Plans

## 6.2 Hourly Rates

This section includes CWE's hourly rate schedule.

<b><u>Engineer/Scientist</u></b>	<b><u>Rate/Hour</u></b>
Principal	\$227
Senior Project Manager	\$218
Project Manager	\$194
Technical Manager	\$191
Task Leader	\$169
Principal Engineer	\$164
Senior Engineer	\$156
Project Engineer	\$137
Staff Engineer	\$114
Assistant Engineer	\$92
Senior Environmental Scientist	\$116
Environmental Scientist	\$85
<b><u>Construction Services</u></b>	
Construction Manager	\$160
Senior Construction Inspector	\$122
Construction Inspector	\$107
<b><u>Field Survey</u></b>	
Licensed Surveyor	\$145
3-Person Survey Crew	\$204
2-Person Survey Crew	\$165
<b><u>Support Services</u></b>	
GIS Specialist	\$112
Senior Engineering Technician	\$90
Engineering Technician	\$79
CADD Designer	\$92
Project Coordinator	\$82
Administrative Assistant	\$75
<b><u>General</u></b>	
Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.

**City of Moreno Valley**

Plan Check of Preliminary and Final Water Quality Management Plans

## 7. Exceptions to the City's Request for Proposal

CWE acknowledges and accepts all terms and conditions contained in the RFP.

## 8. Statement of Non-Discrimination

It is and will continue to be CWE's policy to practice equal opportunity in all aspects of employment. All persons will be treated on the basis of qualifications, competence, and merit without regard to race, color, religion, sex, gender, national origin, ancestry, age, disability, veteran status, or other categories as required by law.

## 9. Indemnification

CWE acknowledges and accepts the Indemnification Requirements of the RFP under Section VIII.



**City of Moreno Valley**  
Plan Check of Preliminary and Final Water Quality Management Plans

# Appendix A

## Resumes

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# Jason Pereira

PE, CPSWQ, QSD/P, QISP, IGP/CGP-ToR

## Years of Experience

21

## Education

BS, Civil Engineering,  
University of California,  
Los Angeles

## Registrations

Civil Engineer, CA, 61509  
Certified Professional in Storm  
Water Quality, 527  
Qualified SWPPP Developer/  
Practitioner, CA, 21  
Qualified Industrial Stormwater  
Practitioner, CA, 90  
Industrial/Construction General  
Permit Trainer of Record



Jason Pereira is a cofounder of CWE and a recognized leader in the stormwater industry. His contributions to the stormwater community have been broad-reaching and include developing the nation's first SUSMP, preparing model stormwater management programs, implementing guidelines for new development and redevelopment, and

presenting stormwater management workshops. Jason has vast experience reviewing WQMPs and SUSMPs to verify compliance with post-construction BMP requirements. He has prepared annual reports and MS4 Permit ordinances and developed and implemented special studies, integrated implementation plans, coordinated compliance monitoring plans, and pollutant source identification analyses for TMDLs. He has implemented BMPs and LID techniques to minimize pollution from urban and stormwater runoff.

## RELEVANT EXPERIENCE

**City of Moreno Valley NPDES Consulting and WQMP Plan Check Services** Project Manager assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Managing tasks, including program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of over 100 Preliminary and Final WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

**City of Santa Clarita Stormwater Compliance Plan Check Services** Project Manager for the implementation of stormwater management programs to comply with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Tasks managed included: reviewing more than 100 SWPPPs and SUSMPs for construction and new development and redevelopment projects; meeting with developers, architects, and engineers to assist with the identification of opportunities to integrate stormwater BMPs and LID strategies into project plans; stormwater compliance training; regulatory support; assistance with audits conducted by the Regional Board and USEPA.

**City of Glendora NPDES and Water Quality Administration** Project Manager for NPDES Permit and Water Quality Administration services to assist the City with the Los Angeles County Municipal NPDES Stormwater Permit, IGP, and





CGP compliance. Tasks managed include: SWPPP and SUSMP plan check review; staff training (Industrial SWPPP, IC/ID, Public Agency Activities, FOG, and SUSMP review); providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, IC/ID Elimination, and Public Education Programs; providing program management and regulatory support; supervising construction inspections; managing more than 330 FOG inspections; 648 industrial/commercial facility stormwater compliance inspections; corporate yard facility SWPPP preparation; representation at Permittee meetings; and TMDL implementation assistance. Managed a Program Effectiveness Assessment of the City's implementation of the Stormwater Management Plan and assessed the FOG Control Program to determine compliance with SSO requirements.

### **San Bernardino County Department of Public Works Post-Construction BMP Inspections**

Technical Manager for inspections of discretionary projects provided to the San Bernardino County Department of Public Works to verify that WQMP features were being installed in accordance with the approved WQMP and grading plans and suggested BMP design provisions in the CASQA Stormwater BMP Handbook – New Development and Redevelopment. Inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County MS4 NPDES Permit's New Development and Redevelopment Program compliance. Task performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent construction of WQMP features. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions.

**City of Huntington Beach Brookhurst and Adams Street WQMP** Principal for WQMP preparation services provided to the City of Huntington Beach. Tasks included: preparing a WQMP site plan showing project boundaries, locations of landscaping, streets, curb and gutter, storm drainage system, direction of surface drainage, existing and proposed right-of-way, surface waters, areas known for potential hazards including soil and groundwater contamination, and Alquist-Priolo fault zones; gathered preliminary site assessment information including locating the most proximate and downstream receiving waters and any associated impairments and identified pollutants and hydrologic conditions of concern; conducted an LID feasibility analysis; performed Hydromodification control BMPs and calculations; and determined parties responsible for O&M of proposed BMPs.

### **County of Orange John Wayne Airport Stormwater Program Implementation Assistance**

Project Manager responsible for the implementation of JWA's Stormwater Management Program and facility SWPPP to comply with the Orange County Municipal NPDES Stormwater Permit, Statewide Industrial Stormwater General Permit, and CGP. Tasks included: review of SWPPPs and WQMPs for Airport Improvement Projects; revisions to the airport's facility SWPPP and Monitoring Program Plan; annual stormwater reports; regulatory support; stormwater compliance inspections of the airport and its tenants; construction site audits and inspections to evaluate ongoing environmental compliance; providing technical assistance to construction contractors to ensure compliance with the CGP; identifying construction BMPs requiring maintenance; recommendations for alternative BMPs to ensure construction projects are in compliance with stormwater regulations; sampling and analysis of stormwater discharges and response to non-stormwater discharges; operation and maintenance of stormwater sampling equipment; pollution prevention and awareness training; a facility wide SPCC Plan; waste profiling of liquids collected in oil water separators; oil water separator alarm upgrade; special study and analysis to determine airport impacts on the Upper Newport Bay which has TMDLs for sediment, metals, nutrients, toxics, and fecal Coliform; and developing Standard Operating Procedures.

**City of Monrovia Stormwater Permit Compliance Services** Project Manager for services being provided to the City of Monrovia. Tasks managed include: annual report preparation; providing assistance to the IC/ID Detection and Elimination Program as well as the Public Agency Activities Program; preparing an ArcGIS-based inventory of City-owned and operated facilities; identifying, evaluating, and completing an initial inventory of retrofitting opportunities to meet MS4 requirements; performing industrial/commercial facility inspections, conducting public outreach, developing and distributing public education materials, and performing trash TMDL and Final DGR Studies.



# Vik Bapna

PE, CPSWQ, QSD/P

## Years of Experience

25

## Education

BS, Civil Engineering,  
New Jersey Institute of  
Technology

## Registrations

Civil Engineer, CA, 52060  
Certified Professional in Storm  
Water Quality, 543  
Qualified SWPPP Developer/  
Practitioner, CA, 368



Vik Bapna is a cofounder of CWE and is widely regarded as an expert in the development of multiuse projects that improve water quality, reduce pollutants of concern, and enhance local communities. He has managed over \$100 million in large scale, multi-disciplinary projects for federal, state, and municipal agencies. Vik has performed numerous plan check reviews for WQMPs, SUSMPs, SWPPPs, and design plans; designed innovative structural treatment control BMPs; developed multi-benefit water quality enhancement projects; and prepared watershed management and TMDL Implementation Plans to mitigate urban and stormwater runoff. His experience includes working for the LACDPW as a Watershed Manager for the Los Angeles River and Dominguez Channel Watersheds implementing stormwater compliance programs to meet NPDES Permit and various TMDL requirements.

## RELEVANT EXPERIENCE

### City of Moreno Valley NPDES Consulting and WQMP Plan Check Services

Principal assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of a portion of over 100 Preliminary and Final WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

**City of Tustin On-Call Plan Check Services** Project Manager for plan check reviews for WQMPs, grading plans, soils investigations, engineering drawings, calculations, and hydrogeology documents for the City of Tustin. Plans are reviewed for conformance with federal, state, and local ordinances, and the NPDES Permit.

### City of Santa Clarita Stormwater Management Implementation Assistance

Principal for the implementation of Stormwater Management Programs to comply with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Tasks performed included: SWPPP reviews for public and private construction projects; staff augmentation; SUSMP reviews for new development and redevelopment projects; meeting with developers, architects, and engineers to assist with the identification of opportunities to integrate stormwater BMPs and LID strategies into project plans; post-construction BMP inspection



prior to the issuance of a Certificate of Occupancy; stormwater compliance training regulatory support; assistance with the NPDES Permit Program audits conducted by the Regional Board and USEPA; and stormwater compliance inspections of construction projects.

**City of La Cañada Flintridge Municipal NPDES Permit Plan Check Services** Project Manager assisting the City of La Cañada Flintridge with Los Angeles County Municipal NPDES Stormwater Permit and CGP compliance. Managing services involving stormwater guidance document preparation, Development Planning Program implementation, managing over 75 SWPPP, SUSMP, and CEQA document plan check reviews, preparing conditions of approval for priority planning projects, performing stormwater compliance inspections, and developing an electronic tracking database for construction projects.

**City of Carson Stormwater Management and Civil Engineering Services** Project Manager for stormwater management and engineering services to comply with the Los Angeles County Municipal NPDES Stormwater Permit, CGP, and Los Angeles River and Dominguez Channel TMDLs. Responsibilities included program management, representation at the Los Angeles River Watershed Management Committee and Los Angeles River Jurisdictional Group 1 Metals TMDL meetings, Development Planning and Construction Program implementation, SWPPP and SUSMP plan check reviews, City Yard post-construction BMP retrofit investigation, technical review of the Machado Lake Toxics TMDL, development of a City specific Metals TMDL Implementation Plan, and a watershed boundary analysis to determine the City's funding and preparation obligations for the Los Angeles River Metals TMDL Implementation Plan.

**City of Ontario Mill Creek Wetlands Feasibility Analysis and Design Peer Review** Project Manager for the analysis and peer review of the City of Ontario's Mill Creek Wetlands WQMP for the New Model Colony Project. Reviewed conceptual hydrologic and hydraulic design and function reports and models, conceptual plans, surface water quality reports, NEPA environmental site assessment studies, geotechnical reports, civil and landscaping design plans, and other relevant technical documents to ensure the proper planning and design of the proposed treatment wetlands to enhance water quality. Tasks managed included meetings with the City and project team, preparing written and redline comments, and providing recommendations for alternative measures to meet project requirements and objectives.

**City of Fullerton Pioneer and Malvern Avenue Storm Drain WQMP** Project Manager for services provided to the City of Fullerton. Prepared a WQMP and developed LID techniques to meet municipal requirements. Designed plans to facilitate a new underground drainage system of 700 linear feet from an existing catch basin to an existing City trapezoidal channel, two 28 linear feet flow-by catch basins, four manholes, and one reinforced concrete headwall.

**City of Huntington Beach Brookhurst and Adams Street WQMP** Project Manager for WQMP preparation services provided to the City of Huntington Beach. Tasks included: preparing a WQMP site plan showing project boundaries, locations of landscaping, streets, curb and gutter, storm drainage system, direction of surface drainage, existing and proposed right-of-way, surface waters, areas known for potential hazards including soil and groundwater contamination, and Alquist-Priolo fault zones; gathered preliminary site assessment information including locating the most proximate and downstream receiving waters and any associated impairments and identified pollutants and hydrologic conditions of concern; conducted an LID feasibility analysis; performed Hydromodification control BMPs and calculations; and determined parties responsible for O&M of proposed BMPs.

**City of Los Angeles Low Impact Development Guidance Manual** Technical Advisory Committee Chair and Technical Lead for the development of a LID Guidance Manual and updates to the City of Los Angeles' SUSMP Manual. Responsibilities included technical oversight for the development of the LID design process, design standards, and integration with the post-construction BMP standards for New Development and Redevelopment projects.



# Gerald Greene

DEnv, PE, QEP, QSD/P

## Years of Experience

28

## Education

DEnv, Environmental Science and Engineering, University of California, Los Angeles

MS, Biology,  
California State University,  
Long Beach

BA, Biology and Economics,  
University of California,  
Los Angeles

## Registrations

Civil Engineer, CA, 55597

Qualified Environmental  
Professional, 11960237

Qualified SWPPP Developer/  
Practitioner, CA, 00176



Dr. Gerald "Gerry" Greene is a seasoned engineer with extensive water-related experience spanning nearly three decades. Gerry has reviewed hundreds of WQMPs, SUSMPs, SWPPPs, WPCPs, and grading and drainage plans. He has prepared grant applications that have been submitted to and approved by various boards and committees. Gerry incorporated LID design into municipal capital improvement projects and similarly reviewed submittals for private developments. He has experience designing urban runoff treatment diversion facilities in Orange and Los Angeles Counties, preparing numerous master plans of drainage, and conducting forensic analyses related to rainfall intensity, water balance, flood conveyance, flood storage, pump station failure, land slide, and subsidence events.

## RELEVANT EXPERIENCE

### City of Downey Urban Stormwater Mitigation Plan

**Reviews** City Water Resources Control Specialist responsible for reviewing over 100 stormwater SUSMPs for regulatory, design, and drainage compliance. Developed parcel level residential retention criteria, pre-approved design criteria, provided review oversight, and arbitrated staff review and inspection decisions. Reviewed SUSMPs for projects ranging from small parking lots to 40-unit townhouses and 60-acre commercial redevelopment projects. Met with project proponents, outlined SUSMP requirements, and assisted in the identification of 303(d) list, TMDLs, and watershed-specific and project-specific pollutants of concern. Reviewed calculations for peak flow conveyance, water quality design conveyance, water quality retention, peak flow detention design, and on-site drainage. Reviewed erosion control plans and pre- and post-construction BMP maintenance. Prepared and reviewed public and private IGP SWPPPs for permit compliance, water quality and retention BMPs, inspected facilities prior to and during storm events. Reviewed public and private CGP SWPPPs for compliance with state permit requirements, performed required inspections, guided compliance, and drafted annual reports for public projects.

### City of Santa Clarita Stormwater Compliance Plan

**Check Services** Technical Manager for the implementation of stormwater management programs to comply with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Tasks included: reviewing a portion of more than 100 SWPPPs and SUSMPs for construction and new development and redevelopment projects; meeting with developers, architects, and engineers to assist with the identification of opportunities to integrate stormwater BMPs and LID strategies into project plans;



stormwater compliance training; regulatory support; assistance with audits conducted by the Regional Board and USEPA.

**City of Carson Stormwater Management and Engineering Services** Senior Engineer for stormwater management and engineering services, including attendance at the Los Angeles River Watershed Management Committee and Los Angeles River Jurisdictional Group 1 Metals TMDL meetings, development planning and construction program implementation, SWPPP and SUSMP reviews, analysis of City Yard stormwater runoff and preparation of a post-construction BMP retrofit feasibility study, technical review of the Machado Lake Toxics TMDL, development of a City-specific Metals TMDL Implementation Plan, and a watershed boundary analysis to determine the City's funding and preparation obligations for the Los Angeles River Metals TMDL Implementation Plan.

**City of Glendora NPDES and Water Quality Administration** Senior Engineer for NPDES Permit and Water Quality Administration services to assist the City with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, Illicit Connection and Illicit Discharge Elimination, and Public Education Programs. Providing program management and regulatory support, and supervising SWPPP preparation, SWPPP and SUSMP plan check review, training, construction and industrial/commercial facility stormwater compliance inspections, representation at Permittee meetings, and TMDL implementation assistance. Completed a Program Effectiveness Assessment of the City's implementation of the Stormwater Management Plan and assessed the FOG Control Program to determine compliance with sanitary sewer overflow requirements.

**San Bernardino County Department of Public Works Post-Construction BMP Inspections** Technical Manager for inspections of discretionary projects provided to the San Bernardino County Department of Public Works to verify that WQMP features were being installed in accordance with the approved WQMP and grading plans and suggested BMP design provisions in the CASQA Stormwater BMP Handbook – New Development and Redevelopment. Inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County MS4 NPDES Permit's New Development and Redevelopment Program compliance. Task performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent construction of WQMP features. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions.

**Los Angeles River Upper Reach 2 Watershed Management Program and Coordinated Integrated Monitoring Program** Managed the development of a WMP, CIMP plan, and RAA for the LAR UR2 WMA, which includes the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the LACFCD. Tasks managed included developing a WMP that assesses water quality improvements to ensure compliance with the MS4 Permit and allows the LAR UR2 WMA Permittees to develop a plan that comprehensively evaluates opportunities to implement multi-benefit projects, research and development of the CIMP and RAA, and preparing a CIMP detailing provisions to assess whether inflows are in compliance with MS4 Permit WQBELs and demonstrating that, following the implementation of the WMP practices and projects, discharges originating from within the LAR UR2 WMA will be in compliance with the NPDES MS4 Permit WQBELs and RWLs. Managed the development an RAA that characterizes the water bodies in order to meet the RWL and WQBEL requirements.

# Mariano Pineda

PE, QSD/P

## Years of Experience

9

## Education

MS, Civil Engineering,  
California State University,  
Long Beach

BS, Civil Engineering,  
California State Polytechnic  
University, Pomona

## Registrations

Civil Engineer, CA, 74784  
Qualified SWPPP Developer/  
Practitioner, CA, 22110



Mariano Pineda has 9 years of professional experience in the engineering and construction of civil engineering projects. Mariano has developed SUSMPs and WQMPs, designed stormwater BMPs and LID solutions, developed schedules using Primavera P6 Software, temporary traffic control plans, construction bids, and prepared numerous

documents for public works construction at the municipal, state, and federal level. Mariano's experience includes the preparation, review, and supervision of construction documents, including street and highway improvement plans, providing environmental and general staff support, and constructability review. He has performed plan check reviews of numerous land development plans such as sidewalk improvement plans, street improvement plans, storm drain plans, and rough grading plans.

## RELEVANT EXPERIENCE

### City of Moreno Valley NPDES Consulting and WQMP Plan Check Services

Senior Engineer assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include reviewing a portion of over 100 Preliminary and Final WQMPs associated with new development and significant redevelopment projects, program management, regulatory support, public education, preparation of stormwater guidance materials, stormwater compliance inspections, municipal staff training, and review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance.

### City of Santa Clarita NPDES Permit Compliance Services

Senior Engineer assisting with NPDES Permit implementation services to ensure compliance with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Responsibilities include program management, regulatory support, attending Los Angeles County Executive Advisory Committee meetings, public education, construction site stormwater compliance inspections, SWPPP and SUSMP plan check reviews, industrial/commercial facility inspections, municipal staff training, staff augmentation, assistance with the NPDES Permit Program audits conducted by the Regional Board and USEPA; and annual reporting.

### San Bernardino County Department of Public Works Post-Construction BMP Inspections

Senior Engineer for inspections of discretionary projects provided to the San Bernardino County Department of Public Works to verify that WQMP features were being installed in accordance with the



approved WQMP and grading plans and suggested BMP design provisions in the CASQA Stormwater BMP Handbook – New Development and Redevelopment. Inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County MS4 NPDES Permit's New Development and Redevelopment Program compliance. Task performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other site conditions that prevent construction of WQMP features. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions.

**City of Glendora NPDES and Water Quality Administration** Senior Engineer for NPDES Permit and Water Quality Administration services to assist the City with the Los Angeles County Municipal NPDES Stormwater Permit, IGP, and CGP compliance. Tasks managed include: providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, IC/ID Elimination, and Public Education Programs; providing program management and regulatory support; supervising construction inspections; managing more than 330 FOG inspections; 648 industrial/commercial facility stormwater compliance inspections; corporate yard facility SWPPP preparation; SWPPP and SUSMP plan check review; staff training (Industrial SWPPP, IC/ID, Public Agency Activities, FOG, and SUSMP review); representation at Permittee meetings; and TMDL implementation assistance. Managed a Program Effectiveness Assessment of the City's implementation of the Stormwater Management Plan and assessed the FOG Control Program to determine compliance with SSO requirements.

**Confidential Southern California Utility Provider Stormwater Permitting and SWPPP Services** Senior Engineer assisting with Stormwater Permitting and SWPPP Services. Tasks include: conducting risk analyses; performing pre-construction fielding surveys; preparing, submitting, and revising PRDs; and uploading PRDs into SMARTS. Additional tasks include Phase I Environmental Site Assessments and daily and/or weekly onsite inspections, project-specific training, monitoring and inspection for CGP compliance and BMP implementation and effectiveness using the client's BMP Inspection Form, water quality sampling, field recordkeeping, water quality technical report and water pollution control plan preparation, supervising BMP installation and maintenance, and sampling and field testing.

**San Diego County Regional Airport Authority Stormwater Management** Senior Engineer for stormwater management services provided to the SDCRAA to comply with the San Diego County MS4 Permit, CGP, and IGP. Responsibilities included conducting facility site audits of fixed-based operators to verify source control BMPs and good housekeeping measures, reviewing SWPPPs for the \$1 billion The Green Build Capital Improvement Program, conducting weekly construction site inspections to ensure contractors are properly implementing and maintaining construction BMPs and installing post-construction structural BMPs, and preparing project-related inspection forms, documentation, reports, and recordkeeping.



# Katie Harrel-Thomas

EIT

## Years of Experience

4

## Education

MS, Civil and Environmental Engineering,  
California State University,  
Long Beach

BS, Civil Engineering,  
California State University,  
Long Beach

## Registrations

Engineer-in-Training, 148233



Katie Harrel-Thomas is a talented engineer with four years of professional experience. She has prepared and performed numerous plan check reviews of WQMPs, SUSMPs, SWPPPs, WPCPs, and grading and erosion control plans for the City of Moreno Valley and other local public agencies. She has also conducted stormwater compliance inspections and sampling, prepared pollution prevention assessments and reports, performed hydrologic and hydraulic studies, modeled hydrologic and hydraulic conditions, prepared SPCC plans, and developed watershed management programs for California municipalities.

## RELEVANT EXPERIENCE

### City of Moreno Valley NPDES Consulting and WQMP Plan Check Services

Staff Engineer assisting the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of a portion of over 100 Preliminary and Final WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

### City of La Cañada Flintridge Municipal NPDES Permit Plan Check Services

Staff Engineer responsible for assisting the City of La Cañada Flintridge with Los Angeles County Municipal NPDES Stormwater Permit and CGP compliance. Services included: stormwater guidance document preparation, Development Planning Program implementation, managing over 75 SWPPP, SUSMP, and CEQA document plan check reviews, preparing conditions of approval for priority planning projects, performing stormwater compliance inspections, and developing an electronic tracking database for construction projects.

### City of Carson Stormwater Management and Civil Engineering Services

Staff Engineer responsible for providing services to comply with the IGP, Los Angeles County Municipal NPDES Stormwater Permit, CGP, and Los Angeles River and Dominguez Channel TMDLs. Performed a nutrient source identification study, which involved the inspection of nurseries and other industrial/commercial facilities. Responsibilities included SWPPP and SUSMP plan check reviews, Development Planning and Construction Program implementation, City Yard post-construction BMP retrofit investigation, technical review of the Machado Lake



Toxics TMDL, development of a City-specific Metals TMDL Implementation Plan, and a watershed boundary analysis to determine the City's funding and preparation obligations for the Los Angeles River Metals TMDL Implementation Plan.

**City of Santa Clarita NPDES Permit Compliance Services** Staff Engineer assisting with NPDES Permit implementation services to ensure compliance with the Los Angeles County Municipal NPDES Stormwater Permit and CGP. Responsibilities include program management, regulatory support, attending Los Angeles County Executive Advisory Committee meetings, public education, construction site stormwater compliance inspections, SWPPP and SUSMP plan check reviews, industrial/commercial facility inspections, municipal staff training, staff augmentation, assistance with the NPDES Permit Program audits conducted by the Regional Board and US EPA; and annual reporting.

**City of Huntington Beach Brookhurst and Adams Street WQMP** Staff Engineer for WQMP preparation services provided to the City of Huntington Beach. Tasks included: preparing a WQMP site plan showing project boundaries, locations of landscaping, streets, curb and gutter, storm drainage system, direction of surface drainage, existing and proposed right-of-way, surface waters, areas known for potential hazards including soil and groundwater contamination, and Alquist-Priolo fault zones; gathered preliminary site assessment information including locating the most proximate and downstream receiving waters and any associated impairments and identified pollutants and hydrologic conditions of concern; conducted an LID feasibility analysis; performed Hydromodification control BMPs and calculations; and determined parties responsible for operation and maintenance of proposed BMPs.

**San Bernardino County NPDES Phase II MS4 Permit Mojave River Watershed Group Stormwater Program Annual Reports** Staff Engineer assisting the County of San Bernardino, Town of Apple Valley, and Cities of Hesperia and Victorville with the preparation of three Unified Annual Reports documenting implementation of the watershed's Stormwater Management Programs and compliance with the Phase II Small MS4 General Permit.

# Roland Jen

EIT

## Years of Experience

2

## Education

BS, Civil Engineering,  
University of California, Irvine

BS, General Biology,  
University of California, San Diego

## Registrations

Engineer-in-Training, CA, 151531



Roland Jen, EIT has two years of experience and possesses a background in stormwater management and sampling, laboratory testing, and legal permitting. Roland has performed plan check reviews for the City of Moreno Valley and other local public agencies. His current duties include conducting water quality monitoring, performing industrial/commercial facility and FOG inspections for public agency clients, and providing a broad range of stormwater compliance support services.

## RELEVANT EXPERIENCE

### City of Moreno Valley NPDES Consulting and WQMP Plan Check Services

Assistant Engineer providing the City of Moreno Valley with on-call stormwater management services to ensure compliance with the Riverside County Municipal NPDES Stormwater Permit, CGP, and bacteria and nutrient TMDLs for the Santa Ana River Watershed. Responsibilities include program management; regulatory support; public education; preparation of stormwater guidance materials; review and recommendation of modifications to the City's standard plans, details, codes, and ordinances to ensure compliance; plan check review of a portion of over 100 Preliminary and Final WQMPs associated with New Development and Significant Redevelopment projects; stormwater compliance inspections; and municipal staff training.

### City of Glendora NPDES and Water Quality

**Administration** Assistant Engineer for ongoing NPDES Permit and Water Quality Administration services to assist the City with the Los Angeles County Municipal NPDES Stormwater Permit, IGP, and CGP compliance. Tasks include: providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, IC/ID Elimination, and Public Education Programs; providing program management and regulatory support; conducting a portion of more than 330 FOG inspections and 648 industrial/commercial facility stormwater compliance inspections; corporate yard facility SWPPP preparation; SWPPP and SUSMP plan check review; staff training (Industrial SWPPP, IC/ID, Public Agency Activities, FOG, and SUSMP review); representation at Permittee meetings; and TMDL implementation assistance. Performed a Program Effectiveness Assessment of the City's Stormwater Management Plan and assessed the FOG Control Program to determine compliance with SSO requirements.

**City of Irvine University Drive Widening WQMP** Assistant Engineer for the WQMP preparation for a widening project on University Drive between Campus Drive and the MacArthur Boulevard on-ramps to SR-73. University Drive is a major east-west roadway that links I-405 in Irvine to Jamboree Road in Newport Beach, and connects to the nearby university, a research park, and several significant business complexes. The road segment is being widened to accommodate traffic, and will add a third 13-foot travel lane in both directions and 14-foot landscaped medians. The project also involves pavement crossfall and curb profile modifications and repairs to allow for positive pavement drainage, and the repair of turf areas with shrubs and a new drip irrigation system, and the construction of 5 feet of sidewalk with ADA-compliant curb ramps. Constructing stormwater quality detention basins to comply with water quality requirements, modifying traffic signals and roadway signage, and constructing retaining walls to reduce grading impacts on existing slopes. Additional environmental studies and documentation, field testing and monitoring, and coordination with the university are also required.

**Port of Long Beach Harbor Scenic Drive Improvements** Assistant Engineer for the preparation of SUSMP compliance reports and associated design for the improvements in the Port of Long Beach along Harbor Scenic Drive, from I-710 to Harbor Plaza. The estimated \$19.5 million worth of improvements will reconfigure and reconstruct the roadway, improve drainage while enhancing water quality, replace the landscaping and irrigation with more "green" alternatives, and install improved wayfinding signage.





**City of Moreno Valley**  
Plan Check of Preliminary and Final Water Quality Management Plans

# Appendix B

## Request for Proposals

*Creating a better tomorrow, today.™*



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

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. For the Preliminary WQMP Review – Two (2) originals of the first submittal Preliminary WQMP document wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
3. For the Final WQMP – One (1) copy of the approved Preliminary WQMP, (if necessary), one (1) set of final Conditions of Approval and two (2) originals of the first submittal of the Final WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
4. Provide, if necessary, one (1) set each of the following documents: grading plans, street plans, storm drain plans and Hydrology/Hydraulic Study.
5. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
6. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$25,000.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
Accounts Payable questions can be directed to (951) 413-3073.  
Copies of invoices may be submitted to the Public Works Department/Land Development Division at [zarat@moval.org](mailto:zarat@moval.org) or calls directed to (951) 413-3139.
3. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not

incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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

## EXHIBIT D

**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

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



4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

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

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

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

#### **Acceptability of Insurers**

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

### Verification of Coverage

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

**AGREEMENT FOR PROJECT RELATED SERVICES**

**PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

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

**RECITALS**

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

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

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

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

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

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

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**DESCRIPTION OF PROJECT**

1. The Project is described as On-call Engineering Plan Check Consultant Services of Preliminary and Final Water Quality Management Plans.

**SCOPE OF SERVICES**

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

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

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$25,000** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF MULTI-YEAR AGREEMENT**

5. (a) This contractual agreement will be subject to the City Council approving the fiscal year 2016/2017 annual budget. This contractual agreement shall be binding upon all parties for a period of one (1) fiscal year and may be extended for an additional four (4) fiscal years pending funding approval in the new fiscal year's budget.

(b) The following clause applies to this project: "It should be noted that this multi-year agreement may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council. In the event that the City Council does not grant necessary funding appropriations and/or program approval, then the affected multi-year agreement becomes null and void, effective July 1<sup>st</sup> of the fiscal year for which such approvals have been denied."

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

**TIME FOR PERFORMANCE**

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

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

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2017**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

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

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

**SPECIAL PROVISIONS**

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

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

**AGREEMENT FOR PROJECT  
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Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

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

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

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

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

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental

**AGREEMENT FOR PROJECT  
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PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

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



**AGREEMENT FOR PROJECT  
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officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

15. Insurance.

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

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

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and

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liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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

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

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

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

18. (a) The Consultant shall deliver to the Public Works Director/City Engineer of

**AGREEMENT FOR PROJECT  
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PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

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

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

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

**AGREEMENT FOR PROJECT  
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avoided.

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

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

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

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall

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assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

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

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

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

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

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

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

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

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully

**AGREEMENT FOR PROJECT  
RELATED SERVICES  
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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

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

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

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

28. Supplementary General Provisions. (For projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These

**AGREEMENT FOR PROJECT  
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provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- a) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- b) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- c) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- d) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- e) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).



**AGREEMENT FOR PROJECT  
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- f) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- h) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- i) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- j) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- k) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- l) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This

**AGREEMENT FOR PROJECT  
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provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

- m) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE FOLLOWS**

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

City of Moreno Valley

HR Green California, Inc.

BY: \_\_\_\_\_  
Chief Financial Officer

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(President or Vice President)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BY: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Date

**INTERNAL USE ONLY**

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

Box containing internal use only fields for City Attorney, Date, Department Head, and Date.

# EXHIBIT A

RFP # 2016-010



**THE CITY OF MORENO VALLEY  
REQUEST FOR PROPOSAL FOR**

**PROFESSIONAL CONSULTANT SERVICES FOR PLAN CHECK  
OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS  
(P-WQMP AND F-WQMP)**

RFP # 2016-010

**I. INVITATION**

You are hereby invited to submit a proposal for professional services to perform plan check of Water Quality Management Plans for New Development and Significant Redevelopment projects.

Prospective proposers/bidders must register and download copies of the RFP package and submit proposals electronically (in PDF format) via the City's online bidding system located at: [http://www.moreno-valley.ca.us/rfps/bids\\_rfps.shtml](http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml)

**Proposals are due before 2:00 P.M. on Thursday April 7<sup>th</sup>, 2016**

Proposers are solely responsible for "on-time" submission of their proposals online. The City will only consider proposals that have been transmitted successfully through PlanetBids. Transmission of proposals by any other means will not be accepted. Proposers shall be solely responsible to familiarize themselves with online bidding system in order to properly utilize the proposal management system, for ensuring the capability of their computer system to upload the required documents, and the stability of their internet service to successfully submit their proposals. Proposers experiencing any technical difficulties with the proposals submission process may contact PlanetBids at 818.992.1771

All questions regarding this RFP must be submitted through the online bidding system Q&A tab noted above before **2:00 P.M. on Monday April 4<sup>th</sup>, 2016**

**II. PROJECT DESCRIPTION**

The successful firm will perform plan check of P-WQMP and F-WQMP associated with New Development and Significant Redevelopment projects. As required under the City of Moreno Valley's National Pollutant Discharge Elimination System Permit No. CAS 618033 (MS4 Permit) and the Water Quality Management Plan – A Guidance document for the Santa Ana Region of Riverside County; New Development and Significant Redevelopment projects shall be required to submit a project-specific WQMP prior to discretionary project approval or permit. The successful firm shall review both the P-WQMP and F-WQMP submittals for a project to ensure requirements of the WQMP are met. The successful firm shall recommend for approval both the P-WQMP and the F-WQMP for a project to the City.

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**III. PROJECT BUDGET**

The City of Moreno Valley will fund the services using stormwater plan check related revenues. The consultant will be required to adhere to all federal, state and local requirements.

**IV. SCOPE OF SERVICES**

Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but are not be limited to 1) picking up Plan Check package from City Hall within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County. This document can be viewed under the Riverside County Flood Control District's website [http://rcflood.org/downloads/NPDES/Documents/SA\\_WQMP/SantaAnaWQMPPGuidance.pdf](http://rcflood.org/downloads/NPDES/Documents/SA_WQMP/SantaAnaWQMPPGuidance.pdf) (**Guidance Document**), 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and City staff when requested by the City, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, and 5) providing City staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

**PRELIMINARY WQMP (P-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following: one (1) copy of the Applicant's first submittal of the P-WQMP; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time and Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. City copy machines will be made available to the consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultants use in performing the required services.

**B. TRANSFER OF P-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the P-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted P-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF P-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. FIRST THREE REVIEWS**

The Consultant shall conduct up to three (3) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

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Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent by FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparers delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for the first three (3) reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**2. FOURTH AND SUBSEQUENT REVIEWS**

The Consultant shall conduct a fourth and subsequent review, as necessary, until the P-WQMP is ready for a recommendation of approval. Fourth and subsequent reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first three submittals.

Compensation for the fourth and subsequent reviews of the P-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**3. TELECONFERENCES/MEETINGS**

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for P-WQMP teleconferences or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF P-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**

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**1. ALL REVIEWS**

The Consultant shall conduct all reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and City preferences. Following each review, the Consultant shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the City. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the Consultant.

Comments to the Preparer or the letter recommending approval to the City shall be submitted (**Submittal Date**) within ten (10) working days from the **Notification Date** or the **Resubmittal Date** the P-WQMP is received by Consultant. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the City recommending approval of the P-WQMP shall be sent via FedEx second day delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. Consultant may propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) P-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit two original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files. In addition, the Preparer shall provide the City with a copy of the P-WQMP in PDF format. Consultant shall include one original P-WQMP for the City's use with the letter recommending approval of the P-WQMP.

Compensation for all reviews for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

**2. TELECONFERENCES/MEETINGS**

The Consultant shall teleconference or meet with developers, at the City's request, to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for Teleconferences/meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology (*see Section V.C. for further detail*).

**E. RECOMMENDATION FOR APPROVAL**

The Consultant shall forward one (1) project specific P-WQMP, signed and notarized by the project owner or other appropriate person, accompanied by a written recommendation that the P-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.



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Compensation for recommendations for approval of the P-WQMP is incorporated into the fee for P-WQMP review.

**FINAL WQMP (F-WQMP)**

**A. RESEARCH OF INFORMATION**

The City will provide Consultant with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the Conditions of Approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record; determination of Project's "Total Value" for billing/charging purposes (flat fee or Time-and-Material) as more particularly described in the latest Schedule of City Fees, Charges, and Rates for the applicable Fiscal Year of this contract. The F-WQMP shall be consistent with the approved P-WQMP and shall include all elements described in the Guidance Document. City copy machines will be made available to the Consultant to reproduce any other related documents or other records City has in its possession as necessary for the Consultant's use in performing the required services.

**B. TRANSFER OF F-WQMP FROM CITY TO CONSULTANT**

The Consultant shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the City notifies (**Notification Date**) the Consultant that the F-WQMP has been submitted. Alternatively, the Consultant may provide the City with self-addressed FedEx envelopes and boxes (or equal) for the City's use in delivering Applicant submitted F-WQMP to the Consultant for review. The shipping labels will indicate "Bill to Recipient."

**C. REVIEW OF F-WQMP FOR PROJECTS < \$50M IN TOTAL VALUE**

**1. COMPLEX REVIEWS**

**Complex Review Projects**

Complex Reviews include the following types of projects:

- MFR or SFR (Residential Projects) > 50 Units
- Commercial > 2 Ac
- Industrial > 1 Ac
- Automotive > 1Ac
- Restaurants > 1Ac
- Hillside Development > 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots > 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Complex F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F- WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP

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comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

#### **Fourth and Subsequent F-WQMP Review**

The Consultant shall conduct a fourth and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews.

Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

#### **F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

#### **Teleconferences and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Complex Review.

#### **Fourth and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for the fourth and subsequent teleconferences and/or meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

## 2. STANDARD REVIEWS

#### **Standard Review Projects**

Standards reviews include the following types of projects:

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- MFR or SFR (Residential Projects) ≤ 50 Units
- Commercial ≤ 2 Ac
- Industrial ≤ 1Ac
- Automotive ≤ 1Ac
- Restaurants ≤ 1Ac
- Hillside Development ≤ 1Ac (Except Hillside Residential ≤ 9 Units)
- Parking Lots ≤ 2 Ac

Mixed-use projects and/or projects that meet the definition of two or more categories shall be reviewed under the highest applicable review.

**F-WQMP Reviews**

The Consultant shall conduct up to two (2) reviews of the Standard F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Third and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F WQMP reviews.

Compensation for the third and subsequent reviews of the F-WQMP shall be as described in the Consultants Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconference and Meetings**

The Consultant shall participate in up to two (2) teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs be incorporated into the project, and to otherwise

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facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for up to two (2) teleconferences and/or meetings shall be included in the fee for Standard Review.

**Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultants Proposal (*see Section V.C. for further detail*).

**3. BASIC REVIEWS**

**Basic Review Projects**

Basic reviews include the following types of projects:

- Hillside Residential ≤ 9 Units

**F-WQMP Reviews**

The Consultant shall conduct up to three (3) reviews of the Basic F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**Fourth and Subsequent F-WQMP Reviews**

The Consultant shall conduct a third and subsequent reviews, as necessary, until the F-WQMP is ready for a recommendation of approval. Additional reviews of the F-WQMP shall be in accordance with the process described for F-WQMP reviews. Compensation for the fourth and subsequent reviews of the F-WQMP shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**Teleconferences and Meetings**

The Consultant shall participate in two (2) teleconferences and/or meetings with the Applicant and their F-WQMP Preparer, at the City's request to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultant's office, at the discretion of the City.

**Third and Subsequent Teleconferences and Meetings**

The Consultant shall participate in additional teleconferences and meetings, as necessary, until the F-WQMP is ready for a recommendation of approval. Extra teleconferences and meetings shall be in accordance with the process described for Teleconferences and Meetings.

Compensation for third and subsequent teleconferences and meetings shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**D. REVIEW OF F-WQMP FOR PROJECTS ≥ \$50M IN TOTAL VALUE**

**F-WQMP Reviews**

The Consultant shall conduct reviews of the F-WQMP of projects greater than or equal to \$50,000,000 Total Value (as determined by the City) to ascertain the document's consistency with the approved P-WQMP and compliance with the Guidance Document and City policies and preferences. Following each review, the Consultant shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval of the F-WQMP for transmittal to the City. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of the Consultant.

**F-WQMP Comments**

Comments to the Preparer shall be submitted within ten (10) working days from the **Notification Date** or **Resubmittal Date** with a copy of comments, excluding redlines, provided to the City. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by Consultant, comments may be transmitted via email, fax, or other suitable means. Consultant may also propose an alternate method for approval by the City.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to the Consultant when resubmitting (**Resubmittal Date**) F-WQMPs for second and subsequent reviews. Consultant shall notify the City of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the Consultant are not considered a resubmittal.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**Teleconferences and Meetings**

The Consultant shall participate in teleconferences and/or meetings with Applicants and their F-WQMP Preparer, at the City's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at Moreno Valley City Hall or at the Consultants office, at the discretion of the City.

Compensation for all reviews, teleconferences and meetings for Projects equal to or in excess of \$50,000,000 in total value shall utilize Time-and-Material (T&M) charging/billing methodology and shall be as described in the Consultant's Proposal (*see Section V.C. for further detail*).

**E. F-WQMP APPROVAL**

Preparers will be notified when the F-WQMP is ready for approval. Following notification, the Preparer shall submit two (2) original F-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), one for submittal to the City and one for the Consultant's files.

The Consultant shall forward to the City one (1) project specific F-WQMP, wet signed by the Applicant with the signature notarized and wet and sealed by the Engineer of Record, accompanied by a written recommendation that the F-WQMP is ready for approval by the City. The written recommendation shall include conditions of approval, as well as a summary of proposed Site Design, Source Control, and Treatment Control best management practices.

Compensation for recommendations for approval of the F-WQMP is incorporated into the fees for Complex F-WQMP reviews.

**PROJECT REPORTING**

The Consultant shall provide a Project Status Log spreadsheet to the City regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP and one for F-WQMP. The worksheets shall contain the project number, project name or tract number, description, reviewer initials, status, notification date, resubmittal date, approval date, review category (basic, standard, or complex), and for each plan check iteration, the received date, returned date, reviewer turn-around time, applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 PM.

Compensation for project reporting shall be incorporated into the fees for P-WQMP and F-WQMP reviews.

**PROGRAM IMPLEMENTATION ASSISTANCE**

The Consultant shall assist the City in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing City-specific guidance for WQMP preparation; reviewing City standard plans, details, and codes for compatibility with WQMP requirements; developing City standard plans or details for water quality BMPs; and other WQMP and water quality protection assistance related to development and redevelopment within the City.

Compensation for program implementation assistance shall be as described in the Consultants proposal.

**STORMWATER PROGRAM AUDIT**

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

The consultant shall assist the City with any and all inquiries from the Regional Water Quality Control Board. This may include but is not limited to meetings and written responses to all questions from the Regional Water Quality Control Board regarding WQMPs.

Compensation shall be incorporated into the fees for F-WQMP reviews.

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the consultant's proposal.
- B. A statement that this RFP and the consultant's proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the consultant and the Mayor or City Manager of Moreno Valley.
- C. A statement that Professional Services to be provided, and fees therefore, will be in accordance with the city's RFP except as otherwise specified in the consultant's proposal under the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL." In this section, include the completed Cost Proposal Sheet attached as Exhibit A-1. Bidders may also include any other documents as information to further explain the proposed costs as attachments to Exhibit A-1. In addition, Bidders shall provide hourly rates and material costs for F-WQMPs  $\geq$  \$50M. Proposals must fully describe all costs charged to the City as part of the contract.
- D. A single and separate section with the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the consultants proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the consultant's staff and all subcontractors, if any, to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
- F. A statement that all charges for Professional services is a Not to Exceed Fee as submitted with and made a part of said consultant's proposal.
- G. A statement that the consultant's hourly rate schedule is part of the consultant's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- H. A statement that the consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**VI. PAYMENT(S) TO CONSULTANT**

The City will pay the consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VII. INSURANCE**

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

**GENERAL LIABILITY**

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

- A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.
- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:
- "Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and the Western Riverside Council of Governments, its officers and employees and agents, under any third party liability policy."
- F. Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.



**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

**VIII. INDEMNIFICATION**

- A. The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, the Moreno Valley Community Services District (CSD), Riverside County Transportation Commission (RCTC), and Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultants employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, CSD, RCTC, and WRCOG, their officers, agents or employees.
- B. The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, CSD's, RCTC's, and WRCOG's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, CSD, RCTC, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the Consultant, its officers, agents, or employees (PCC 20103.6).

**IX. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving 48 hours written notice to the Consultant of such termination and specifying the effective date thereof. All finished documents and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**X. INDEPENDENT CONTRACTOR**

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

**XI. CONTRACT**

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

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

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

**XII. GENERAL CONDITIONS**

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

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

- B. Not Applicable.
- C. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- D. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for this Consultant engagement will be made to the Consultant who, in the opinion of the City, is best qualified.
- E. The Consultant's Proposal shall be no more than 20 pages, excluding a cover letter of up to two pages, dividers, and certificates. The RFP will not be counted when included in the Proposal.

**XIII. SELECTION CRITERIA**

- A. The consultant may be invited to a selection interview. The proposals will be rated according to the following criteria:
1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-consultants) including professional licenses and certificates held; ability to furnish required insurance and meet stipulations of the City's boiler plate agreement; details about comparable projects/services completed by the firm, as well as local experience; and its ability to provide the required services.
  2. Experience of Key Personnel (40 points) – Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with State and federal procedures and regulations, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.
  3. Project Approach/Understanding (40 points) – Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to perform the services; and outline quality control measures to ensure the City remains in compliance with the MS4 permit.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

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

**Exhibit A-1  
COST PROPOSAL SHEET  
FOR  
P-WQMP and F-WQMP Reviews**

**(Consultant's Name)**

<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
<b>Preliminary WQMP</b>		
First Three (3) Reviews		L.S.
Fourth and Subsequent Review		EA.
Teleconference		EA.
Meeting		EA.
Expedited Review		EA.

<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
<b>Final WQMP &lt; \$50 M Total Value</b>		
<b>Complex Review</b>		
First Three (3) Reviews including Two (2) Teleconferences and/or Meetings		EA.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
<b>Standard Review</b>		
First Two (2) Reviews including Two (2) Teleconferences and/or Meetings		L.S.
Third and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.
Expedited Review		EA.
<b>Basic Review</b>		
First Three (3) Reviews include Two (2) Teleconferences and/or Meetings		L.S.
Fourth and Subsequent Review		EA.
Third and Subsequent Teleconference		EA.
Third and Subsequent Meeting		EA.

**REQUEST FOR PROPOSAL  
WQMP PLAN CHECK CONSULTING SERVICES**

Expedited Review		EA.
<b>TASK</b>	<b>CONSULTANT'S FEE</b>	<b>UNIT</b>
Program Implementation Assistance		

# EXHIBIT B



*Proposal:*

# Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)



April 7, 2016





April 7, 2016

City of Moreno Valley  
Purchasing  
14177 Frederick Street  
Moreno Valley, CA 92553

**Subject: Professional Consultant Services for Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)  
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship**

Dear Selection Committee Members,

Currently providing plan check services to the City, **HR Green California, Inc. (HR Green)** brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, electronic plan check/digital commenting proficiency, and effective working relationships with the Santa Ana Regional Water Quality Control Board, Riverside County, developers, and developers' engineers. Our expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your MS4 Permit and Water Quality Management Plan.

**HR Green** staff has provided WQMP plan review services and program implementation assistance to public agencies in Riverside County and throughout Southern California. Consequently, we are sensitive to the key role post-construction Best Management Practices (BMPs) play in protecting the quality of your local receiving waters. To address your goals of **quality and efficient reviews, proactive communication**, and implementation of BMPs that are **functional and cost-effective to maintain and operate**, we offer a highly seasoned water quality staff that has developed fully-integrated, programmatic solutions to Riverside County and public agencies throughout Southern California. Our proposed staff offers:

**Proven WQMP/Civil Plan Check and Stormwater Compliance Program Management Track Record**

- Currently providing civil plan check to Moreno Valley
- Have served 30+ public agencies and municipalities in Southern California
- Currently manage stormwater compliance programs for various cities
- Our staff consists of certified Qualified SWPPP Developers and Practitioners (QSDs/QSPs)
- Only serve public agencies / No conflict of interest

**"One Stop Shop" Assures Proven, Practical, & Comprehensive Solutions**

- In-house expertise in comprehensive WQMP review, permitting, production, program development/implementation, inspection, and training
- Proactive communication with developers early to deliver appropriate BMPs

**Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost**

- **GreenTReX** Program incorporates comprehensive and formalized plan check process
- Electronic plan review / digital commenting

**Phone:** 855.900.4742 **Fax:** 714.333.1886  
 1100 Town & Country Road, Suite 1025, Orange, CA 92868  
**E-Mail:** tyork@hrgreen.com / gwentz@hrgreen.com

City of Moreno Valley  
April 7, 2016  
Page 2 of 2

## Required Statements

- The City's RFP shall be incorporated in its entirety as a part of HR Green's proposal.
- The RFP and our proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the consultant and the Mayor or City Manager of Moreno Valley.
- The Professional Services to be provided, and fees therefore, will be in accordance with the city's RFP except as otherwise specified in HR Green's proposal under the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" In this section, we will include the completed Cost Proposal Sheet attached as Exhibit A-1 and hourly rates and material costs for F-WQMPs  $\geq$  \$50M. Our proposal will fully describe all costs charged to the City as part of the contract.
- In our single and separate section with the heading "EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" HR Green will provide a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the consultants proposal is contingent and which shall take precedent over this RFP.
- HR Green's submittal will include an applicable statement of qualifications that includes the names, qualifications and proposed duties of our staff to be assigned to this project; and a listing of recent similar projects completed which includes the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.
- All charges for Professional services is a Not to Exceed Fee as submitted with and made a part of our proposal.
- HR Green's hourly rate schedule is part of our proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- HR Green will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Our team has the local knowledge, technical experience, and availability to meet any staffing needs and will complete work assignments in a timely and high quality manner.

Very truly yours,



Tina York, PE  
Project Manager



George Wentz, PE  
Principal-in-Charge





Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

# 1. FIRM GENERAL EXPERIENCE & QUALIFICATION INFORMATION

Overview Elements	HR Green California, Inc.	
Years in Business	103	
Type of Business Entity	Corporation	
Location of Office	1100 Town & Country Road, Suite 1025, Orange, CA 92868	
Performing Services	855.900.HRGC (4742)	
Contact Person for Contractual Actions	George Wentz, PE, Vice-President/Principal 1100 Town & Country Road, Suite 1025, Orange, CA 92868 855.900.HRGC (4742); 714.287.2275 (C); gwentz@hrgreen.com	
Professional Licenses and Certifications Held	<ul style="list-style-type: none"> <li>▪ Qualified SWPPP Developer (QSD)</li> <li>▪ Qualified SWPPP Practitioner (QSP)</li> <li>▪ Certified Erosion, Sediment, and Storm Water Inspector (CESSWI)</li> <li>▪ Certified Professional in Erosion and Sediment Control</li> </ul>	<ul style="list-style-type: none"> <li>▪ Professional Engineer</li> <li>▪ Professional Land Surveyor</li> <li>▪ Certified Access Specialist (CASp)</li> <li>▪ CABO Building Official</li> <li>▪ ICC Inspector</li> <li>▪ ICC Plan Reviewer</li> </ul>
Comparable Services Provided by HR Green	<ul style="list-style-type: none"> <li>▪ WQMP Plan Check</li> <li>▪ Stormwater Compliance Program Management</li> <li>▪ BMP and Industrial/Commercial Inspection</li> <li>▪ SWPPP Preparation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Civil Plan Check</li> <li>▪ Staff Augmentation</li> <li>▪ Local Implementation Plan Preparation</li> <li>▪ Sustainable, "Green" Design</li> <li>▪ Construction Management</li> <li>▪ Public Outreach</li> </ul>

Our firm has more than 400 employees and 16 offices throughout the United States, including Southern California offices in Orange and Los Angeles Counties. We have more than 50 staff in California. These staff members are registered engineers; ICC, CASp, and QSD/QSP-certified plans examiners; specialists; and inspectors. Our engineers and QSD/QSP-certified staff have provided identical services as requested in this solicitation. HR Green staff members have played a key role in the evolution and growth of local municipalities and other agencies throughout Southern California. Our senior managers have worked extensively on land development and CIP projects in and for the **City of Moreno Valley**. **Currently, we provide civil plan check services to the City**. Consequently, we are very familiar with your design standards, staff, processes, and procedures.

HR Green maintains a current, active plan check contract with the City. Consequently, we are confident we can agree to the City's contract terms and conditions. We are confident in our ability to furnish the required insurance and meet the stipulations of the City's boiler plate agreement. However, we request consideration of proposed language modifications to the City's agreement.

- HR Green Staff Facts**
- ✓ WQMP plan check/Stormwater consulting, 30+ California agencies
  - ✓ Consulting services to 15+ Riverside County area agencies
  - ✓ Current plan check consultant, City of Moreno Valley
  - ✓ Long-established working relationship with Moreno Valley
  - ✓ All staff have worked as government employees or as an on-site extension of staff
  - ✓ Certified QSD/QSP staff
  - ✓ Electronic plan check/digital commenting expertise
  - ✓ Proven track record meeting or beat plan review turnaround schedules
  - ✓ 100+ year history
  - ✓ Top 300 ENR design firm
  - ✓ Exclusively serve public agencies, no conflict of interest





### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

HR Green enjoys a longstanding reputation for environmental stewardship, public service, and technical excellence. The firm is consistently ranked among ENR's Top 300 design firms in the United States. HR Green California, Inc. specializes in "as-needed" consulting for municipal governments. Collectively, our staff has served 50+ California cities, including 15+ in Riverside County. Since our core competency is "on-call" plan check, we have the depth of resources and expertise to be nimble and agile to properly staff work peaks and valleys and respond to expedited review requests.

Having been the Stormwater Manager and WQMP plan reviewer for various cities, HR Green staff members have a proven programmatic approach to stormwater compliance activities. We have successfully written and received approval from Regional Water Quality Control Boards (RWQCBs), including the Santa Ana Region, for local implementation plans and represented agencies at Principal Permittee meetings to respond to questions regarding permit implementation. Consequently, our staff has the perspective and experience to translate RWQCB expectations for permit requirements into an efficient and manageable program.

Our seasoned engineering staff has prepared and reviewed Stormwater Pollution Prevention Plans (SWPPPs) and Water Quality Management Plans (P-WQMPs and F-WQMPs); provided plan review of SWPPP and WQMP documents; designed cost-effective Best Management Practices (BMPs); and inspected construction BMPs for municipal projects. As part of this work, our staff has also prepared materials and spoken on behalf of agencies providing public information and education outreach.

## Comparable Projects

HR Green staff members have the expertise to help you achieve your performance goals. We have an unparalleled track record with a variety of municipalities throughout Southern California. The following matrix and project descriptions/references show just a small sampling of our experience.

### Select WQMP Firm/Staff Experience in Region

Representative Agencies	WQMP Services	
	Program Implementation Assistance	WQMP Review
City of Moreno Valley	●	●
Riverside County Transportation Department	●	●
Riverside County Flood Control & Water Conservation District		●
City of Jurupa Valley	●	●
City of La Quinta		●
City of Lake Elsinore	●	●
City of Murrieta	●	●
City of Menifee	●	●
City of Corona		●
City of Ontario	●	●
City of Indio		●
County of Orange		●
City of Victorville		●
City of Fontana	●	



### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

#### Select WQMP Firm/Staff Experience in Region

Representative Agencies	WQMP Services	
	Program Implementation Assistance	WQMP Review
City of San Bernardino		●
City of Placentia	●	●
City of Palos Verdes Estates	●	●
City of Laguna Hills		●
Caltrans	●	
SANDAG / MTS / MTDB	●	●
San Diego Gas & Electric	●	●
City of Carlsbad	●	●
Port of San Diego		●
City of Escondido	●	●
County of Imperial		●

### WQMP Plan Check & Stormwater Compliance Management - City of Jurupa Valley

**Reference:** Gary Thompson, City Manager  
 8930 Limonite Avenue, Jurupa Valley, CA 92509  
 951.332.6464 / gthompson@jurupavalley.org

**"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."**  
**Gary Thompson**  
 City Manager, City of Jurupa Valley

Since 2011 City incorporation, **HR Green** has provided and continues to provide full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering.

HR Green provides **turnkey stormwater compliance** services, including the oversight of the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, **P-WQMP** and **F-WQMP** plan check, and BMP inspection. We prepare the annual Local Implementation Plan to comply with the MS4 Permit, represent the City at Co-Permittee meetings.

To comply with NPDES mandates, HR Green developed a comprehensive solution allowing for the efficient collection of stormwater inlet maintenance field data, data, tracking project progress, and analyzing data trends for improved long-term asset management. HR Green Engineering and GIS specialists identified stormwater inlet data needed (e.g., locations and critical asset attributes) to construct a GIS database. The City's GIS database was configured to work with an app, interfacing with Collector for ArcGIS and Operations Dashboard. This allowed field personnel to collect data using a smart phone or tablet.

HR Green staff developed a map to help field personnel prioritize locations and collect data quicker, more efficiently, and consistently. Field staff was able to collect data even without WIFI or internet connection. All field data was synced daily between smart collector devices and the GIS database. The GIS system shows each inlet's maintenance history, how much total material had been removed, and what type of material removed was most abundant. Within four weeks field crews (two 2-person crews) cleaned 869 inlets – 84% of those slated for maintenance, thereby exceeding the NPDES requirement. A GIS stormwater inlet database was established with critical interface applications for future maintenance management and sound decision-making associated with the City's stormwater system. Maintenance staff removed 27 tons and 3,876 cubic feet of debris from the catch basins.





## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

HR Green certified stormwater staff are also responsible for inspection of industrial/commercial facilities and oversight of the City's solid waste/recycling program, responsible for attending all related meetings, working with franchise haulers to ensure the contract with haulers is being executed appropriately, completing and submitting the Electronic Annual Report to CalRecycle, acting as jurisdictional liaison with CalRecycle, and representing the city during annual CalRecycle audits and site visits.

### WQMP Plan Check - County of Orange

**Reference:** Rose Fistrovic, Project Manager  
300 N. Flower Street, 6th Floor Santa Ana, CA 92702  
714.667.8858 / rose.fistrovic@ocpw.ocgov.com

**HR Green** provides on-call design plan check, map check, planning, and inspection services for multi-phased 23,000-acre development (6,000 buildable acres). Our team reviews **WQMPs, WPCPs, and SWPPPs as well as the inspection of new development and construction BMPs for compliance with Regional and State Water Quality Control Board requirements**. Our plan check staff also review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval. The HR Green team is proficient using the County's APPS Program to input plan check comments, log and track projects, track plan reviewer time for invoicing, generate reports, log and forward plans to other departments, and track fee deposits. Plan check and related services were conducted in accordance with all accepted industry professional practices, and comply with the applicable regulations including but not limited to: current OCPW Standard Plans, the current Standard Specifications for Public Works Construction (Green Book), CEQA, the current OC Subdivision Code/Manual, the current OC Zoning and Grading Codes, the current OC General Plan, Specific Plans and Planned Communities, previous entitlements, the OC Hydrology Manual, the OC Grading Manual, the County's Landscape Irrigation Code and Implementation Guidelines, the OC Local Drainage Manual, the OC Highway Design Manual, the OC Code and Subdivision Map Act, applicable County of Orange Codified Ordinance Sections, Clean Water Act including the San Diego and Santa Ana Regional Board MS4 permits, as well as any other applicable laws and regulations. We have provided accurate and timely invoicing, utilized electronic plan review/digital commenting, delivered some of the largest volume of plan check work on Planning Area 1 of the Ranch Plan, and maintained 100% on-time review rate to meet County and developer's fast-track timetable. Our staff participates in roundtable discussions facilitated by the County with developers to ensure cognizance of current standards to help speed review times and ease approvals, and expedite specific reviews as needed through the use of a large internal team and consultant pool. We provide same day processing of plan check budgets with County and electronically transmit response letters and tracking logs concurrently to The Ranch developer, engineers, and County with hardcopy transmittal returned to County and developer team.

### WQMP Plan Check - City of La Quinta

**Reference:** Tim Jonasson, PE, Public Works Director/City Engineer  
78-495 Calle Tampico, La Quinta, CA 92253  
760.777.7042 / tjonasson@la-quinta.org

**"Under HR Green's management the team met or exceeded expectations."**

**Tim Jonasson, PE**  
City Engineer/Public Works Director  
City of La Quinta

**HR Green** and/or staff have provided development review and processing of citywide projects for over 10 years. This has included **P-WQMP** and **F-WQMP review** services. Plans have included grading of raw land parcels; land development plan check included grading of building sites, street improvement geometrics and pavement structural sections, hydrology and hydraulic calculations for proper drainage of local and collector streets and complete review of all infrastructure and serving utilities. Our staff also helped to redevelop City standards and checklists and to update bulletins and calculation documents. One major project included The Trilogy (500+ acres), where we reviewed the design of retention basins and water quality and air quality management plans. Another project for which HR Green staff provided development coordination services was SilverRock Ranch, a golf resort project being developed by the City of La Quinta redevelopment agency.



## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### WQMP Plan Check - City of Lake Elsinore

**Reference:** Grant Yates, City Manager  
130 South Main Street, Lake Elsinore, CA 92530  
951.674.3124 x204 / gyates@lake-elsinore.org

In 2015, **HR Green** was engaged to provide a variety of services, initially to serve as city engineer and expedite delivery of the City's \$100+ million CIP Program with many projects languishing in the planning or design phase. Shortly thereafter, HR Green's scope of work was expanded to include land development consulting and processing services (Land Development Engineer, Planner, and Plan Review Engineer) to facilitate the review, preparation, negotiation, and processing of plans, studies, reports, and documentation associated with the various projects, including the largest land development project, **Alberhill Villages**. Over the years HR Green staff has provided as-needed public works plan review and **P-WQMP** and **F-WQMP review** services. Technical reviews have ensured that plans and maps are compliant with City ordinances, standards, conditions of approval and the Subdivision Map Act, stormwater quality regulations, and local, state, and Federal regulations. **Tina York, PE** served as Principal-in-Charge to plan review the 12-phase, 1,600 home Alberhill Ranch development. This 500+ acre master planned hillside development included extensive park and recreation elements. Duties included separating CFD-funded reviews from in-tract reviews; advising the developer on County drainage standards prior to starting design to facilitate plan conformance and approvals; and reviewing that the regional detention basin design supported both current conditions and the future development's expansion.

### Stormwater Compliance - City of Placentia

**Reference:** Damien Arrula, City Administrator  
401 E. Chapman Avenue, Placentia, CA 92870  
714.993.8117 / darrula@placentia.org

**HR Green** is currently under contract to provide city engineering, project management, and on-call engineering, including the provision of plan check services. Our City Engineer is certified QSD/QSP and coordinates stormwater compliance efforts for the City. **Tina York, PE** has served as the Plan Check Manager/Lead Plan Check Engineer. She has consistently met the City's 15/10/5 working day turnaround review schedule. Our reviews for 35%, 65% and 100% PS&E submittals verify conformance with City standards for roadway geometrics, storm drain plan and profiles, hydrologic/hydraulic reports, sewer plans and profiles, street lights, signing and striping details, traffic control plans, water quality reports, landscape and irrigation, and bridge and retaining wall aesthetics. We also coordinate meetings with utility agencies, especially Golden State Water Company, relating to the construction of a new water well site and the abandonment of the existing site adjacent to the new station. One of our proposed WQMP plan checkers, **Bob Makowski, QSP, CESSWI**, served as Environmental/Police Services Supervisor responsible for successfully managing the City's Water Quality Program. He spearheaded all City CIP projects from inception to completion (establishing schedules and coordinating methods to meet target deadlines). He effectively performed all site inspections; implemented continuous improvement strategies that facilitated cost effective solutions, saving the City a significant amount of money; implemented "green" initiatives; provided effective training and leadership for new hires regarding code enforcement practices and procedures; developed and coordinated fiscal budget preparation for the Code Enforcement Division and Environmental programs; and monitored revenues and expenditures and prepared analysis reports and forecasts.

### Local Experience

**HR Green** currently provides civil plan check services, including the review of final maps, parcel maps, grading plans, erosion control plans, public infrastructure improvement plans, easement and right-of-way documents, construction cost estimates, soils/geotechnical reports, hydrologic/hydraulic studies prepared by engineering firms for private development projects in conformance with the approved project conditions of approval. In addition, our proposed staff members have extensive CIP project management and plan check/processing experience, including the oversight capital project identification, scope definition and initial budget estimates for various annual and 5-year capital projects; identification of and application for various alternate local, State and Federal funding sources; preparation of scopes of services, solicitation of proposals, and selection of consultants for



### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

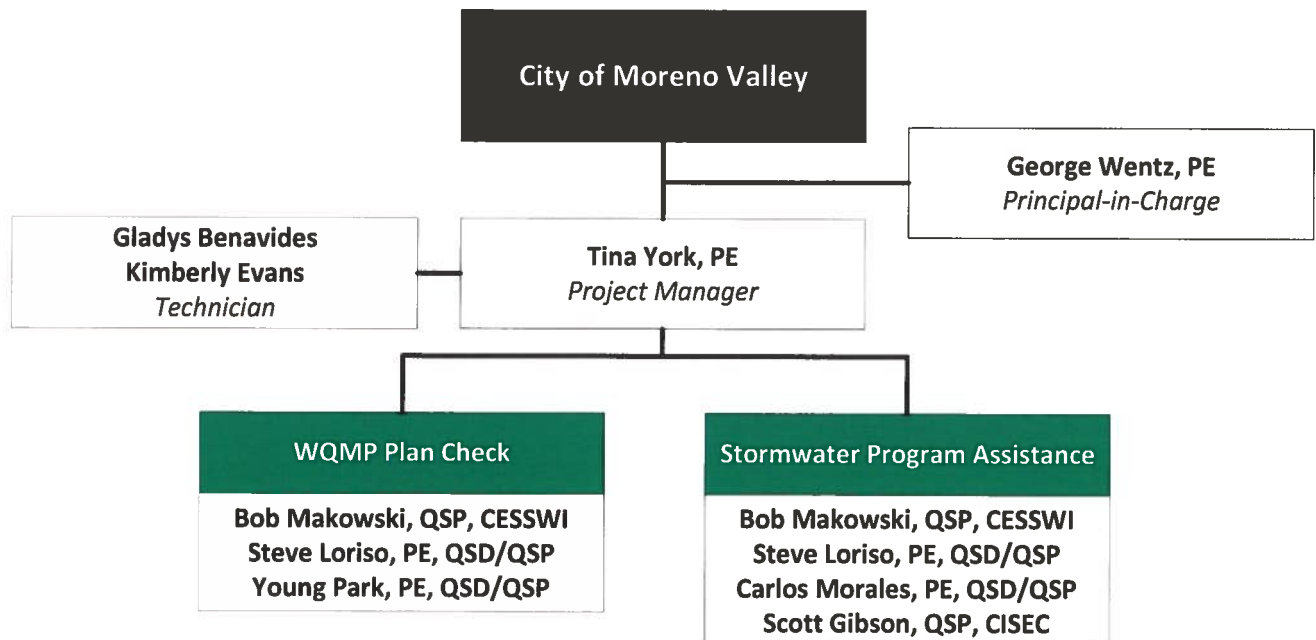
project design, survey, inspection and construction management; monitoring design consultant’s progress including consultants monthly invoices, review of progress submittals of improvement plans, and value engineering; processing CEQA and NEPA environmental documentation; utility coordination; plan review; and bid processing.

## Ability to Provide the Required Services

As stated earlier, **HR Green** possesses the local staff resources to provide comprehensive stormwater management, including the provision of WQMP plan check services. The vast majority of our consulting work is of an on-call, as-needed nature, so we are able to mobilize qualified staff to handle workload peaks and valleys associated with this contract. Moreover, we utilize electronic plan check, digital commenting, and tracking logs to reduce plan check turn-around schedules and provide real-time project status.

## 2. EXPERIENCE OF KEY PERSONNEL

We have assembled a team of highly qualified professionals to lead your **P-WQMP and F-WQMP** plan check services. Our key proposed staff members have been selected based upon their specialized expertise and capabilities, which has been demonstrated through the successful completion of similar projects with numerous public agencies. The organization chart below depicts the overall program structure. Resumes of our staff are included on the next pages.





## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### Tina York, PE

#### Project Manager

#### Education / Registration / Years with HR Green

Bachelor of Science, Civil Engineering  
Registered Civil Engineer, CA #46367  
4 years

- ✓ 25+ Years Civil Plan Review, Engineering, & Inspection
- ✓ Electronic Plan Check Proficiency
- ✓ Plan Review, 25+ S. CA. Public Agencies

Tina has 25+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 25+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking inspection costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money.

**Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA.** Project Manager for the land planning, plan review, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan, a 23,000-acre development, composed of 6,000 buildable acres. This has included **WQMP review**.

**Development Services Management, City of Jurupa Valley, CA.** Consultant Development Services Manager, overseeing full range of development services for the recently incorporated City, a diverse community of about 45 square miles and population of nearly 100,000 citizens. Coordinate all plan and map check intake, established and update plan review tracking logs, customized submittal checklists, oversee encroachment permitting, establish fee schedule, handle entitlement services and plan review, **WQMP review**, write Conditions of Approval.

**Plan Check, Riverside County Transportation Department; Riverside County Flood Control & Water Conservation District, CA.** Principal/Plan Check Manager for review of land development and road projects. Reviews included **P-WQMPs, F-WQMPs** and drainage.

**Plan Check, City of Placentia, CA.** Plan Review Project Manager for the review of **WQMPs**, specifications, drainage reports, erosion control plans, storm drain plans, profiles, and details, sewer plans, profiles, and details, street improvement plans, profiles, and details, traffic signal plans and details, street light plans and details, by-pass road plans, profiles, and details, construction details, landscape and irrigation plans and details, demolition plans, phasing plans, traffic handling plans, and traffic control plans.

**Plan Check, City of Ontario, CA.** Plan Check Manager for the review of **P-WQMPs, F-WQMPs**, grading plans, improvement plans, and hydrology and hydraulic studies on an as-needed basis. Review plans ranging from minor to major residential subdivisions and commercial/industrial sites. Reviews include hydraulic/ hydrology reports, sewer and water studies, grading and improvement plans, and bond estimates. Services have also included tracking projects from first submittal to City acceptance via web-based system as well as electronic plan checking. Managed the review of 968 plan sheets at 65% stage within two weeks, review of 35% design submittal for all backbone streets within New Model Colony East (consisting of approximately 65% of total project), and review of 65% design submittal for 5 of 12 major backbone streets.

**Plan Check, Cities of Lake Elsinore, La Quinta, Murrieta, Carlsbad, Escondido, San Bernardino, and Hayward; County of Imperial, CA.** Plan Check Manager for the review of **P-WQMPs, F-WQMPs**, grading plans, improvement plans, and hydrology and hydraulic studies on an as-needed basis. Review plans ranging from minor to major residential subdivisions and commercial/industrial sites. Reviews include hydraulic/ hydrology reports, sewer and water studies, grading and improvement plans, and bond estimates. Services have also included tracking projects from first submittal to City acceptance via web-based system as well as electronic plan checking.



## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### **George Wentz, PE - Principal-in-Charge**

#### **Education / Registration / Years with HR Green**

Master, Public Administration; Bachelor of Science, Civil Engineering  
Registered Civil Engineer, CA #43273  
6 years

George brings 40 years of municipal management experience. He has overseen the provision of planning, building safety, community development, water quality, and public works services to more than 20 cities and counties throughout California. George has directed and administered projects which range from on-call support to full city contract services. His responsibilities have ranged from accountability for day-to-day completion of activities associated with a contract to Principal-in-Charge of particular projects. His managerial experience and high level of success is well documented and recognized by the cities he has served. He is recognized in the field as having a unique talent in working well with City Councils, boards, commissions, committees, ad-hoc groups, managers and staff to achieve desired agency results. For the City of Moreno Valley he served as a Project Manager responsible for the oversight of CIP projects during period of rapid growth. Also, serves as Principal-in-Charge for existing HR Green plan check contract.

### **Bob Makowski, QSP, CESSWI - WQMP Plan Checker/Stormwater Manager**

#### **Education / Certification / Years with HR Green**

Peace Officer Standard Training P.C.832; Construction Inspection Review, American Public Works Association ; CAL EPA Basic Inspector Academy; Storm Water Program Manager Training,-County of Orange; Industrial/Commercial Inspector, County of Orange; Advanced Environmental Crimes, Federal Environmental Protection Agency; NPDES, AQMD and OSHA Trained; Certified Erosion, Sediment, and Storm Water Inspector (CESSWI), #0242, EnviroCert International; Certified Professional in Erosion and Sediment Control #5450, EnviroCert International; Certified Qualified SWPPP Practitioner, CA #24743  
1 year

Bob brings more than 10 years of comprehensive environmental management and water quality compliance for various cities and land developers. This includes managing all facets of NPDES and MS4 Permit Compliance, including plan review, documentation, inspection, report preparation, and audits. He has served as Stormwater Manager for the Cities of Jurupa Valley and Palos Verdes Estates. He has provided WQMP review to the Cities of Lake Elsinore, Placentia, and Fontana and the County of Orange.

### **Steve Loriso, PE, QSD/QSP - WQMP Plan Checker/Program Manager**

#### **Education / Registration / Certification / Years with HR Green**

Bachelor of Science, Civil Engineering; Registered Civil Engineer, CA #64701  
Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #00503  
1 year

Steve has nearly 20 years of design, CIP program management, design management, **plan review, NPDES/water quality compliance**, and construction management experience of municipal public improvement projects. He has served 20+ cities, including Pomona, Corona, Norco, Monrovia, Walnut, San Gabriel, Claremont, Chino, and Indio. Steve has managed the **implementation of the MS4 Permit** for the Cities of Jurupa Valley, Walnut, Monrovia, San Gabriel, and Bradbury and overseen the plan check for the Cities of Jurupa Valley, Lake Elsinore, Walnut, Chino, San Gabriel, Monrovia, Pomona, Bradbury, and Claremont.





## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### **Young Park, PE, QSD/QSP - WQMP Plan Checker/Program Assistance**

#### **Education / Registration / Certification / Years with HR Green**

Master of Science, Civil Engineering; Bachelor of Science, Civil Engineering

Registered Civil Engineer, CA #54477

California Qualified SWPPP Practitioner/Developer, #01155; Storm Water Pollution Prevention Program (SWPPP)

Training Courses; Water Quality Management Plan (WQMP) Training Courses

1 year

Young has 30 years of diverse civil engineering and project/program management experience with public works and private land development projects for various Southern California cities. He has handled land development entitlement for large and small scale development projects and conducted engineering plan check review for public improvements that consist of subdivision map, grading, erosion control, **SWPPP, WQMP, LID**, street, sewer, water, and storm drain for the Cities of **Moreno Valley**, Corona, Fontana, La Quinta, Bell, Fullerton, Chino, Corona, Placentia, Fontana; and Riverside county Flood Control and Water Conservation District. He has overseen the preparation of MS4 Annual Report to the Water Quality Control Board, Trash TMDL certification, NPDES industrial and commercial inspections, Sanitary Sewer Management Plan (SSMP) and Watershed Management and Monitoring Program (WMP & CIMP) meetings.

### **Carlos Morales, PE, QSD/QSP, CESSWI - Stormwater Program Assistance**

#### **Education / Registration / Certification / Years with HR Green**

Bachelor of Science, Civil Engineering

Registered Civil Engineer, CA # 84822; Certified Erosion, Sediment, and Storm Water Inspector (CESSWI), CA #3128;

Certified Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #25747; Confined Space training

1 year

Carlos brings five years of diverse water quality and environmental services for public agencies, including Caltrans, and the Cities of Jurupa Valley, El Monte, Covina, Colton; Los Angeles Unified School District . He is well versed in Caltrans required documentation for project authorization as well as the Construction General Permit for Storm Water Quality requirements; is familiar with applying the new MS4 Permit requirements to inspections; has performed storm water sampling, coordinated with labs for analysis, and reviews storm water quality data; is proficient in Microsoft Office, AutoCAD, and has experience with ArcGIS; possesses outstanding analytical and problem solving skills for calculating quantities and creating estimates; and provides excellent customer service while being bilingual in Spanish.

### **Scott Gibson, QSP, CISEC - Stormwater Program Assistance**

#### **Education / Certification / Years with HR Green**

College Coursework (Construction Technology)

Qualified SWPPP Practitioner (QSP), # 23160; Certified Inspector Soil and Erosion Control (CISEC), # 0106;

Trenching and Excavation Competent Person; Confined Space Competent Person; California Landscape Contractors

License, #724119; California Licensed Journeyman Electrician, #122757; ACI Concrete Technician, #01130439;

California Underground Storage Tank Installer (UST), #5113105-U1; California Underground Storage Tank Operator

(UST) #5113105-UC; 40-Hour HAZWOPER; First Aid & CPR; SCAQMD PM-10; Former U.S. Marine and Combat

Veteran

2 years

Scott brings 24 years of experience in the construction industry, serving as a Construction Manager and Senior Inspector on a variety of infrastructure and federally funded capital improvement projects for cities throughout Southern California. He is very proficient with the construction management and inspection of all manner of infrastructure projects (CIP and land development) involving construction BMPs for cities and counties throughout Southern California.



## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### **Gladys Benavides - Water Quality Technician**

#### **Education / Years with HR Green**

Bachelor of Science, Civil Engineering  
3 years

Gladys brings 20+ years of multi-faced civil engineering, permitting, and construction management experience. She has served on six on-site engineering assignments over the past 10+ years with special focus on processing the review of WQMPs, improvement plans, and maps as well as permits associated with land development and redevelopment projects. She has assisted in supporting plan check efforts for numerous cities, including Jurupa Valley, La Quinta, Rancho Santa Margarita, Yorba Linda, and **Riverside County Flood Control and Water Conservation District**.

### **Kimberly Evans – Plan Check Technician**

#### **Education / Years with HR Green**

Associate of Arts, Interior Design  
<1 year

Kimberly brings 30+ years of administrative and CAD support in government, commercial, and residential construction. Over the years she has worked directly or as a sub-contractor with many contractors in southern California. She is very proficient in Microsoft Office and AutoCAD applications. Currently, she supports HR Green in the provision of project and budget tracking on plan check contracts with the County of Orange, and the Cities of Jurupa Valley, Pomona, Victorville, and La Quinta.

## 3. PROJECT APPROACH / UNDERSTANDING

Over the years HR Green staff members have provided plan review, including **P-WQMP and F-WQMP review**, as an extension of staff to various Southern California agencies, including the City of Moreno Valley, Riverside County Transportation Department (RCTD) and Riverside County Flood Control & Water Conservation District (RCFCWCD). Consequently, we are very familiar with your unique and complex water quality issues and those involving the Santa Ana Regional Water Quality Control Board. The City of Moreno Valley has established a system for controlling activities that could pollute stormwater runoff associated with new development. Developers are required to file project-specific water quality management plans (WQMPs) with the City for review. These WQMPs must be approved prior to issuing grading or building permits.

### **Major Issues**

Our practical local plan review and development processing experience, familiarity with your MS4 Permit requirements and water quality program goals, and regular interface with your staff has helped us identify the following key issues and formulate our proposed solutions and approach to effectively review WQMPs.

A.14.C

Attachment: Agreement for Project Related Services - HR Green (2024 : AUTHORIZATION TO AWARD

Packet Pg. 539



MORENO VALLEY  
WHERE DREAMS SOAR

## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### Issue: Conformance to MS4 Permit and City's WQMP

Ensuring that the requirements of the Santa Ana Regional Water Quality Control Board (SAR) MS4 Permit and City's WQMP are met is critical. For example, the 2010 SAR MS4 Permit requires that a WQMP be prepared for all projects within the SAR that meet the "Priority Development Project" categories and applicable thresholds and for which a final map or permit for discretionary approval is sought. Thresholds have different definitions (e.g., square footage of impervious area, land area of development, area disturbed, etc.). If a project is classified as an "Other Development Project," a Project-Specific WQMP is generally not required. However, "Other Development Projects" are required to incorporate appropriate LID Principles (Site Design), Source Control, and other BMPs which may or may not include Treatment Control BMPs. A Project-Specific WQMP is required for these Other Development Projects, if deemed necessary to ensure that the potential for significant adverse water quality impacts to stormwater are mitigated.

**Solution:** It is imperative that our WQMP plan reviewers use the City's WQMP checklist to provide a format for uniform, comprehensive, and well-documented reviews of the Water Quality Management Plans (WQMPs) submitted by project applicants. The completed checklist will be transmitted to the project applicant with the project WQMP. A copy of the completed checklist will be retained with the project planning/permitting file.

### Issue: Implementation of Efficient Best Management Practices

Given the Total Maximum Daily Load levels downstream from runoff, the City is concerned that proposed BMPs are efficient enough to filter pollutants of concerns; meet NPDES water quality requirements; and are functional, operational, and inexpensive to maintain. Another concern is reviewing BMP designs that sometimes change significantly from the P-WQMP review stage to the F-WQMP stage, causing construction and implementation delays as well as increased maintenance costs.

**Solution:** HR Green will take a proactive role in advising developers/engineers-of-work on appropriate BMPs early in the process. Leveraging preferences/feedback from RCTD and RCFCWCD and incorporating our staff's BMP design, review, construction, implementation, and maintenance expertise, as part of our initial review we will focus engineers-of-work efforts on designing practical, functional and low maintenance BMP solutions, thereby avoiding reengineering between the P-WQMP and F-WQMP review stages and reducing the number of reviews.

### Issue: Proactive Communication / Responsive Service

HR Green's Project Manager and WQMP plan checkers must be hands-on, proactive, and work seamlessly with City staff. This team must be **responsive** to your needs; can provide quality, accurate, and efficient plan checks; keep the City **well informed** of the progress; and has the depth of expertise to add value from a programmatic water quality implementation level.

**Solution:** Responsiveness is an area in which HR Green excels. As our Project Manager, **Tina York's** trademark hands-on project management style provides strong communication, rapid response, and consistent tracking of project progress to ensure project momentum and quality are maintained through completion. She will ensure our proven best practices, highlighted on the following pages (**GreenTREx** and electronic plan check) are consistently implemented. To enhance continuity, our WQMP Plan Checkers are QSD/QSP certified and reviewed P-WQMPs and F-WQMPs for myriad agencies. Our staff's vast experience working with your staff, the RCFCWCD, the Santa Ana Regional Water Quality Control Board, as well as excellent knowledge of your standards, procedures and local conditions, will be a great benefit to this assignment.

Exhibit F WQMP Review Checklist

WQMP REQUIREMENT	Requirement Satisfied?		
	Yes	No	N/A
<b>Title Page</b>			
The Title Page includes the following:			
Project Title			
Development No. (Tract, Parcel or Use number)			
Design Review/Case number			
Prepared for (Owner/Developer name and contact information)			
Prepared by (Consulting/Engineering firm that prepared WQMP with contact person title and information)			
Date WQMP was prepared and appropriate revision date(s)			
Preliminary or Final box checked			
<b>Owner's Certification</b>			
Includes a fully completed and signed certification statement, in which the project owner acknowledges and accepts the provisions of the WQMP, follows the title page. Note: Original signature and notarization certification for the project owner will be required for each approval submission!			
Includes a fully completed and signed certification statement, in which the preparer acknowledges that the WQMP meets the requirements of Regional Water Quality Control Board Order No. 98-2013-0333, follows the title page.			
<b>Table of Contents</b>			
Includes a fully completed Table of Contents, list of figures, and appendices as applicable			
<b>SECTION A: PRELIMINARY AND SITE INSPECTION</b>			
Includes an accurate description of project information, project location, project characteristics, and existing site characteristics.			
<b>Section A1: Maps and Site Plans</b>			
Includes a WQMP site plan			
Refer to Appendix 1 for specific WQMP site plan information to be provided			
<b>Section A2: Identify Receiving Waters</b>			
Includes fully completed Table A-1: Identification of Receiving Waters. All receiving waters that the project site is tributary to are listed in order of upstream to downstream.			
<b>Section A3: Additional Permits/Approvals required for the Project</b>			
Includes fully completed Table A-2: Other Applicable Permits. Identifies additional permits/approvals required for the project.			
<ul style="list-style-type: none"> <li>State Department of Fish and Game: 1802 Streambed Alteration Agreement</li> <li>State Water Resources Control Board: Clean Water Act (CWA) section 401 Water Quality Certification</li> <li>US Army Corps of Engineers: CWA section 404 permit</li> <li>US Fish and Wildlife: Endangered Species Act section 7 biological opinion</li> <li>Statewide Construction General Permit Coverage</li> <li>Statewide Industrial General Permit Coverage</li> <li>Watershed Resources MS4-CP Consistency Approval (e.g. JPR, DBESP)</li> <li>Other:</li> </ul>			

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HRGreen



## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### **Issue: Timely Reviews**

As discussed earlier, the major re-design of BMPs from the preliminary to final review stage can be very time consuming and inefficient. One byproduct is adding layers of review, time delays, and increased costs to the process.

**Solution:** Our successful track record of timely reviews is based upon a formalized and integrated review process called the **GreenTREx** program, whereby technician, revue, and expert staff focus on key tasks to efficiently process and accurately review WQMPs, implementation of our **documentation system** which allows City staff 24/7 access to project review status and accompanying documentation that is updated daily; and use of electronic plan checking that will not only save time and money, but also allow you to instantaneously check and see comments at any stage of the review process.

### **Issue: Maintain Water Quality**

While the City has implemented a successful water quality management program over the past few years, new development and redevelopment combined with sensitive watersheds and drainage areas and new water quality regulations will continue to place challenges on NPDES compliance.

**Solution:** HR Green has the depth of expertise and resources to assist the City in both WQMP review and program implementation. We have assisted public agencies in managing their entire water quality program, to reviewing and preparing WQMPs, providing on-site inspection/observation for NPDES compliance, training review and inspection staff on the latest water quality/NPDES requirements, and utilizing GIS data to create a useful maintenance management tool for drainage and BMP facilities. Our staff provides you maximum flexibility at whatever level of support you desire.

## Management Approach

### GreenTREx Program

#### **A Proven, Formalized & Integrated WQMP Review Process and Management Approach**

Developed by our Project Manager, **Tina York, PE**, HR Green's **GreenTREx** WQMP review process/program allows us to efficiently complete plan and map review tasks concurrently. This is a formalized and integrated process whereby Technician data input and processing, Revue, and Expertise management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience with public agencies at the municipal, county, state, and federal level. The specific roles of each of our **GreenTREx** elements include:

**Technician:** Our engineering technician logs information (project tracking, time budgeting); manages project controls; maintains and distributes communications; reviews agendas and ordinance issues; fields calls on project status; reviews submittals, title pages, tract, parcel, and APN numbers, planning application numbers (PA), owners certifications, vicinity maps, project watersheds and sub watersheds; They will also identify the funding source(s) for the operation and maintenance of each Treatment Control BMP; maintain files; monitor due dates; and maximize and "right place" staff resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our technician ensures consistency by passing the project to the same reviewer that performed the previous reviews.

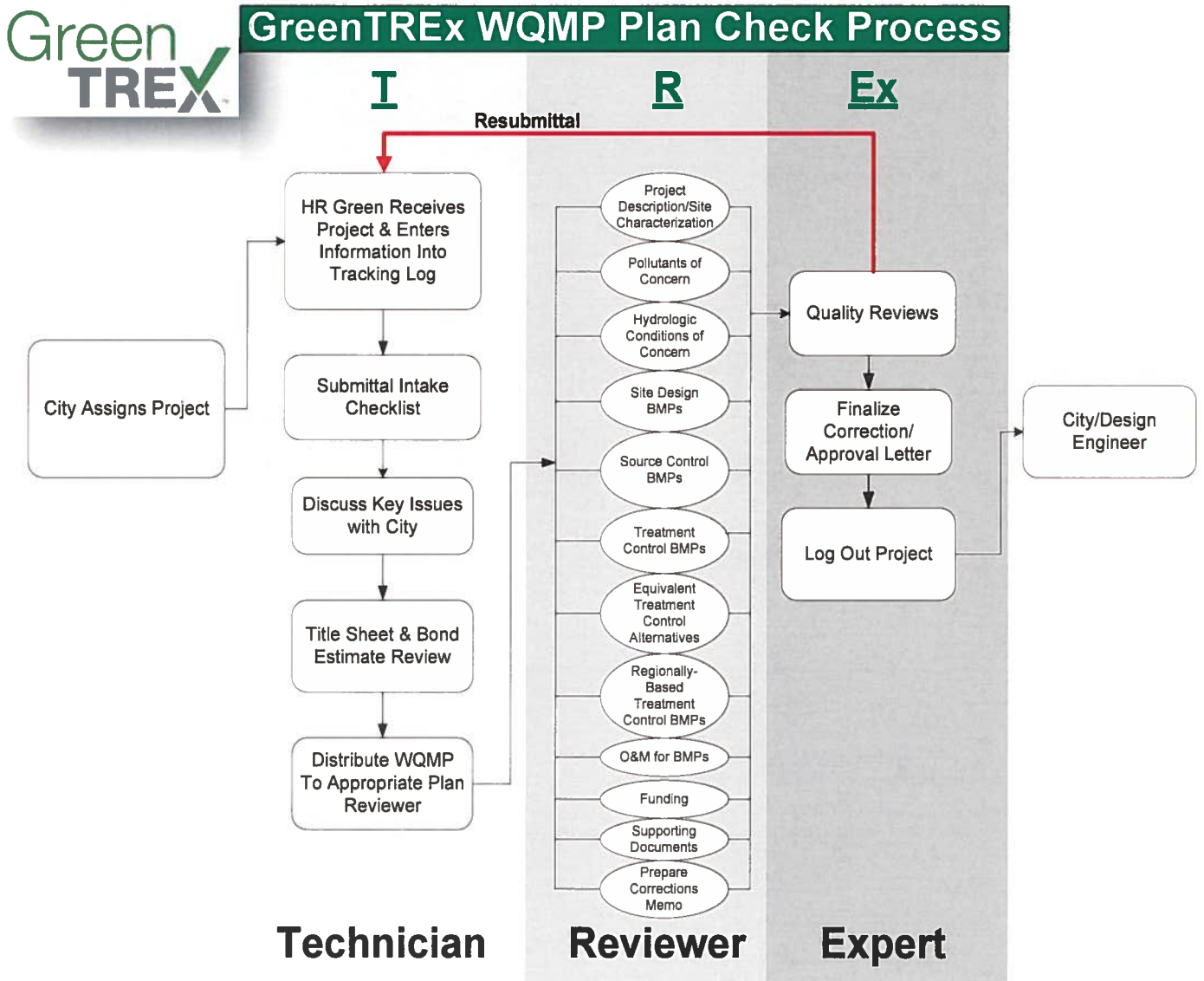
**Reviewer:** Our water quality-experienced and certified reviewers will routinely review agency standards, ordinances, guidelines, and checklists; attend the regional water quality control board committee meetings and training; review WQMP documents, verify pollutants of concern; check the hydrologic conditions of concern; verify site design and source control BMPs; assess the proposed treatment control BMPs and equivalent treatment control alternatives; review regionally-based treatment control BMPs; quality review the operation, maintenance (O&M) and the responsibility for treatment control BMPs; create comments letters; coordinate project return with clerical staff; attend review meetings and teleconferences; and communicate questions/solutions to project stakeholders.



### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

**Expertise:** Our registered engineers will provide quality review of WQMP reports and applicable plans in accordance with accepted engineering and industry professional practices and shall comply with water quality regulations of the Santa Ana RWQCB, City, RCF&CWCD and other applicable regulations; visit the clients regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; oversee billing edits and invoice accuracy/completeness; and communicate questions/solutions to project stakeholders. Our experts provide the quality assurance reviews to each project which minimize resubmittals.

All these staff working together will provide "Xcellent" service.





### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

## Quality Control Measures

Key elements of our program to produce error free work include implementation of our **GreenTReX** Program, quality control at each review phase by registered engineers/qualified water quality specialists (QSDs/QSPs), and utilization of various forms and checklists.

As part of our **GreenTReX** process our reviewers and experts will utilize conformity checks, conflict checks, general mathematics, and design criteria checks relative to applicable documentation during the plan review and processing phase. Moreover, after plan review, our plan checkers will do a quality review check and will also participate in a plan review meeting after the second check with the permittee, applicant and/or owner (as required), as well as the design engineer to ensure all comments are clearly understood to facilitate accuracy and conformance in an efficient manner.

Where appropriate, HR Green’s quality assurance program will stress the following key areas:

#### Face-to-Face Plan Check Meeting with Review Team & Developer’s Engineer after 1<sup>st</sup> Plan Check

We propose a plan check meeting be held at the end of the QA/QC process (after first plan check) to review all comments and issues with internal staff. This formalized internal process will promote consistency, ensuring everyone is on the same page on any major outstanding issues. The resulting benefits include clear and concise comments for the design team and elimination of multiple resubmittals.

#### Risk Management

A risk management approach early in the design process can identify all significant cost and schedule risk components and lay the foundation for a mitigation/avoidance plan to maintain forward momentum.

Our plan check staff maintains a **Stakeholder Information Sheet** which addresses all pertinent information needed by the plan review and development processing staff such as ordinance and design manuals/standards required, plan format, approval format, fee structure, method of transmittal, contact person and any special policies. Any changes made will be incorporated and redistributed to all staff with the updated amendments.

Our plan check staff has a variety of correction lists, supplemental lists and guidelines for use as deemed appropriate on each individual project. HR Green will maintain copies of Client Correction Lists and reference their use on our Stakeholders Information Sheet which all plan check staff reference at the beginning of each review. Upon completion of the plan checks, we will forward a copy of the transmittal and correction lists to the City at the same time that we forward the checkprints to the design engineer.

**"Your plan check manager, Tina York, did an outstanding job on a plan check review and really stepped up to the plate. You always seem to exceed our expectations. It's been a real pleasure to work with you and I can always count on you."**  
**Ed Domingue, PE**  
Director of Engineering, City of Escondido

When plan reviews are completed they will be stamped on every page, signed and forwarded with a transmittal form directly to the City. The plan check transmittal procedure used by our firm minimizes the possibility of the plans being tampered with when being forwarded for permit issuance.

Our Transmittal Forms are customized for use exclusively with plan reviews to the requirements set forth by your City. They address items that could otherwise be easily missed between plan review and permit issuance.

Our document files are in two main categories: a **client master file** and a **project file**. Client files contain:

- Contract/Amendments
- Jurisdictional Information Sheet
- Ordinances, Standards, Guidelines, etc.
- Correspondence
- Policies, Interpretations and Procedures
- Invoices
- Preferred correction lists, forms, general notes, etc., as required for use by the City





## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

Each submittal file contains items, such as the following:

- Correction lists
- Transmittal forms
- Calculations by plan reviewer
- Correspondence
- Copies of marked plans (where applicable)

### Time Schedule / Transportation of Plans

HR Green provides best practices and state-of-the-art processes to efficiently manage plan check turnaround time and cost and keep projects on schedule. Through our formalized **GreenTReX** plan review process and use of electronic plan check/digital commenting we offer the City a proven alternative to the traditional approach by offering a “green,” paperless solution which streamlines and expedites the review process.

Depending upon the complexity and volume of plans to be reviewed we have a proven track record of beating your two week timeframe. We have **expedited plan reviews the same day** using collaborative tools and technologies explained on the following page to provide real-time input, comments, and electronic transfer of plans.

Should you not wish to utilize a green, paperless approach, we will transport plans between the City of Moreno Valley and our office by a method requested by the City. These options include, but are not limited to HR Green staff pick-up and drop-off and courier services, . The City shall be copied on all plan check comment letters.

Having long-established working relationships reviewing plans from developers and engineers of work who have been at the forefront of development within the Inland Empire and Riverside County, we maintain effective and open communication with applicants early on to ensure they understand the latest standards and requirements, and are receiving the requisite supporting data and documentation to expeditiously move forward with development and to minimize rechecks.

One of the most helpful ways to mitigate disputes is to establish open communication early and often (verbal and comprehensive written documentation/ correspondence) throughout the development process. Establishing a positive rapport and working relationship at the initial and subsequent DRC meetings will promote constructive dialogue between the plan checker and developer's engineer. Mutual buy-in can be established on areas of concern, performance expectations, goals, action items, Conditions of Approval, milestones, etc. Our staff will serve as a facilitator and problem-solver to maintain forward momentum. They will visit the site to determine the improvements are practicable to existing site conditions and will try to anticipate issues to avoid future disputes.

If critical disputes between our plan checkers and developers' engineers arise, HR Green will use the following methods to resolve the issues and facilitate schedule:

1. HR Green writes a letter to the Engineer of Record (EOR) documenting each design standard/code discrepancy with supporting design standard and/or development code requirements. This step alleviates most conflicts.
2. If the developer's consultant has questions regarding our letter, HR Green plan checkers meet with the EOR to help explain issues to the EOR as necessary. We always keep City staff involved on all correspondence and meetings.
3. If there is a dispute beyond these initial steps, HR Green then suggests a meeting with the City staff, developer, and EOR. Having the developer at the meeting is important to make the EOR accountable.
4. City staff members are the ultimate decision makers and can waive or override standards if they wish to do so to resolve the issue, , such as alternative materials and methods of construction.
5. HR Green will utilize a tracking log to document the status of reviews through each review phase. We will utilize a tracking log and maintain detailed files (inspection logs, deficiency logs, action items, correspondence, photo logs, etc.) to document the status of inspections and share this documentation with the City and stakeholders, as requested.
6. Electronic plan review and digital commenting will expedite the review time, save money, and enhance collaboration between the EOR and HR Green.



## Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

### Plan Check Tools

#### Electronic Review Process and Digital Commenting

Our Project Manager, **Tina York, PE**, has been at the forefront of implementing an electronic review process for over 25+ public agencies at the municipal, regional, and federal level. This includes the review of P-WQMPs and F-WQMPs.

Electronic plan review (digital commenting) allows for collaborative online meetings, where agency staff, developers' engineers, and our plan reviewers can coordinate and discuss review comments in real time, referring to detailed aspects of the project. Built-in software viewers allow the team members to view all of the information without having any additional software on their computers.

#### Plan Review Tracking

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. Our proposed Project Manager will provide a monthly progress report customized to your needs.

## 4. EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

As stated earlier, HR Green maintains a current, active plan check contract with the City. Consequently, we are confident we can agree to the City's contract terms and conditions. We are confident in our ability to furnish the required insurance and meet the stipulations of the City's boiler plate agreement. However, we request consideration of proposed language modifications to the City's agreement. Also, we have included our cost proposal (Exhibit A-1) and hourly rate sheet in this section.

**HR Green** has reviewed the City's boiler plate agreement. We request consideration of the following "proposed language modifications" to the contract as items to discuss. In various areas the contract calls for the consultant to "warrant" others or actions or "warranties." Our insurance allows us to "represent" to the best of our ability, but not "warrant."

#### 3.H. Legal Considerations

Suggest deletion of the term "defend."

**Rationale:** This clarification will ensure our services are covered by our insurance.

#### 3.J. Contractor Indemnification

Suggest the following changes to this section:

*"Contractor shall indemnify, and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, and employees harmless from claims, damages, losses, causes of action and demands, including, without limitation, the payment of all expert witness fees, reasonable attorney's fees and other related costs and expenses, caused from the negligent Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage for its services and employees. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.*





### Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

*Notwithstanding the foregoing, nothing in this agreement shall be construed to encompass (a) Indemnitees' active negligence, sole negligence, reckless or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b).*

**Rationale:** This clarification will ensure our services are covered by our insurance and establish indemnification based on our negligence. Moreover, these suggested changes will provide reimbursement to the City of Moreno Valley when determined by a court, as noted.

#### 3.K. Additional Indemnity Obligations

Suggest the following changes to this section:

*“Contractor shall indemnify and hold the City harmless at Contractor’s own cost, expense, claims, suits, actions or other proceedings caused by the negligence of the Contractor against City, the Moreno Valley Housing Authority, and the CSD, and their officers, and employees. Contractor, when caused by their negligent services, shall reimburse the City for any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers and employees of such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s reasonable attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers and employees for legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the above, Contractor’s obligation, if any, to reimburse the City for any defense costs of any type or nature shall be determined by the percentage of fault of Contractor’s negligence, omissions, or reckless conduct as determined by a trier of fact in a court of competent jurisdiction. Contractor’s obligation to defend City shall only arise after Contractor’s liability for any damages is established by a judgment entered by a court of competent jurisdiction and all appellate remedies have been exhausted. The Contractor shall not be held responsible, in any manner, for the City’s negligence under this Agreement.”*

**Rationale:** This clarification will ensure our services are covered by our insurance. Moreover, it clarifies HR Green’s obligation to defend based on its percentage of fault and only after a judgment is rendered.

#### 3.L. Insurance Requirements

**Please Note:** A General Liability policy does not separate out the limits between Bodily Injury and Property Damage. The City’s sample agreement lists a \$1M per occurrence and \$2M aggregate limit. Our agent is not aware of any General Liability policy written with these split apart as shown.

#### 3.M. Intellectual Property

Suggest adding the following statement in the second sentence following “including”: *“to the extent permitted by law”*.

Also, suggest adding the following at the end of this section: *“Any misuse or reuse of documents by City for a purpose not originally intended is at the City’s sole risk without liability or legal exposure to Contractor. City will indemnify and hold Contractor harmless from any damages and costs caused by any misuse or reuse of documents provided by Contractor.”*

**Rationale:** This clarification will ensure our services are covered by our insurance.

**Exhibit A-1**  
**COST PROPOSAL SHEET**  
**FOR**  
**P-WQMP and F-WQMP Review**

**HR Green California, Inc.**

TASK	CONSULTANT'S FEE	UNIT
<b>Preliminary WQMP</b>		
First two (2) reviews	\$750	L.S.
Third and Subsequent Review	\$225	EA.
Teleconference	\$159	EA.
Meeting	\$265	EA.
Expedited Review	115%	EA.
<b>TASK</b>		
<b>CONSULTANT'S FEE</b>		
<b>UNIT</b>		
<b>Final WQMP &lt;\$50 M Total Value</b>		
<b>Complex Review</b>		
First three (3) Reviews incl. Three (3) Teleconferences and/or Meetings	\$4,250	EA.
Fourth and Subsequent Review	\$1,250	EA.
Fourth and Subsequent Teleconference	\$159	EA.
Fourth and Subsequent Meeting	\$265	EA.
Expedited Review	115%	EA.
<b>Standard Review</b>		
First two (2) Reviews incl. Teleconferences and/or Meetings	\$3,000	L.S.
Third and Subsequent Review	\$850	EA.
Third and Subsequent Teleconference	\$159	EA.
Third and Subsequent Meeting	\$265	EA.
Expedited Review	115%	EA.
<b>Basic Review</b>		
First two (2) Reviews incl. Two (2) Teleconferences and/or Meetings	\$1,164	L.S.
Third and Subsequent Review	\$795	EA.
Third and Subsequent Teleconference	\$159	EA.
Third and Subsequent Meeting	\$265	EA.
Expedited Review	115%	EA.
<b>TASK</b>		
<b>CONSULTANT'S FEE</b>		
<b>UNIT</b>		
<b>Program Implementation Assistance</b>	Please see Attached Fee Rates	



Plan Check of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP)

HR Green California, Inc. Price Sheet

<u>Personnel Classification</u>	<u>Hourly Rate</u>	<u>Prevailing Wage</u>
Principal-in-Charge	\$230	
Project Manager	\$175-185	
Plan Checker	\$145-165	
Stormwater Compliance Manager	\$145	
Technician	\$85-110	
Senior Public Works Inspector	\$125-155	\$170-200
Public Works Inspector	\$100-120	\$145-165

Professional Reimbursement / Hourly and Overtime Rates:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wages:

Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II "Construction Inspector and Field Soils and Materials Tester" will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1-1/2 times that shown above. Sunday and State Holidays will be billed at 1-3/4 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (\*\*) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

The foregoing Schedule of Charges is in effect through December 31, 2016. We will use prevailing wages as required by State law, as needed.





HRGreen

HRGreen.com  
Phone 855.900.4742  
Email tyork@hrgreen.com / gwentz@hrgreen.com  
1100 Town & Country Road, Suite 1025  
Orange, California 92868

**EXHIBIT C**

## CITY - SERVICES TO BE PROVIDED

## TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. For the Preliminary WQMP Review – Two (2) originals of the first submittal Preliminary WQMP document wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
3. For the Final WQMP – One (1) copy of the approved Preliminary WQMP, (if necessary), one (1) set of final Conditions of Approval and two (2) originals of the first submittal of the Final WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record.
4. Provide, if necessary, one (1) set each of the following documents: grading plans, street plans, storm drain plans and Hydrology/Hydraulic Study.
5. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
6. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT C**

**EXHIBIT D**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$25,000.00**.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)  
Accounts Payable questions can be directed to (951) 413-3073.  
Copies of invoices may be submitted to the Public Works Department/Land Development Division at [zarat@moval.org](mailto:zarat@moval.org) or calls directed to (951) 413-3139.
3. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not

incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

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

## EXHIBIT D

**EXHIBIT E****INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

Consultant shall maintain limits of liability of not less than:

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



4. Professional Liability (Errors and Omissions):

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

**Umbrella or Excess Insurance**

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

**Deductibles and Self-Insured Retentions**

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

**Other Insurance Provisions**

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

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

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

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

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

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

#### **Acceptability of Insurers**

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

### Verification of Coverage

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



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** PAYMENT REGISTER - MARCH 2016

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Payment Register.

### **SUMMARY**

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council and the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

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.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

### **CITY COUNCIL GOALS**

None

### **ATTACHMENTS**

1. March 2016 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/28/16 7:33 AM
City Attorney Approval	<u>✓ Approved</u>	5/24/16 9:19 AM
City Manager Approval	<u>✓ Approved</u>	5/25/16 9:55 AM



City of Moreno Valley  
Payment Register  
For Period 3/1/2016 through 3/31/2016

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>
ACCELA, INC.	17234	03/28/2016	INV-ACC16810	ANNUAL SUBSCRIPTION 12/1/15-11/30/16	\$27,510.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$72,306.03
CHJ INCORPORATED	17127	03/14/2016	87557	CONSULTANT - NASON (FINAL)	\$35,742.35
		03/14/2016	87520	CONSULTANT - NASON (NOV)	
		03/14/2016	87542	CONSULTANT - NASON (DEC)	
Remit to: COLTON, CA					<u>FYTD:</u> \$56,193.85
COUNTY OF RIVERSIDE SHERIFF	17184	03/21/2016	SH0000027724	CONTRACT LAW ENFORCEMENT BILLING #5 (10/15-11/11/15)	\$2,611,931.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,631,818.16
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	228005	03/28/2016	JAN-16	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$56,605.01
		03/28/2016	FEB-16	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$273,238.94
DATA TICKET, INC.	17239	03/28/2016	68972	PARKING CITATION PROCESSING-CODE-FEB16	\$43,949.01
		03/28/2016	68226	PARKING CITATION PROCESSING-CODE-JAN16	
		03/28/2016	68226TPC	THIRD PARTY COLLECTIONS-CODE-JAN16	
		03/28/2016	68358TPC	THIRD PARTY COLLECTIONS-CODE-JAN16	
		03/28/2016	68309	ADMIN CITATION PROCESSING-CODE (RED)-JAN16	
		03/28/2016	68358	ADMIN CITATION PROCESSING-CODE-JAN16	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$238,103.28

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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>
DMS FACILITY SERVICES	17188	03/21/2016	RC-L106407	JANITORIAL SERVICES-TOWNGATE COMM. CTR.-MAR16	\$31,013.50
		03/21/2016	RC-L106393	JANITORIAL SERVICES-CITY HALL-MAR16	
		03/21/2016	RC-L106394	JANITORIAL SERVICES-CITY YARD-MAR16	
		03/21/2016	RC-L106396	JANITORIAL SERVICES-EOC-MAR16	
		03/21/2016	RC-L106405	JANITORIAL SERVICES-SUNNYMEAD MIDDLE/THINK-MAR16	
		03/21/2016	RC-L106406	JANITORIAL SERVICES-SUNNYMEAD ELEMENTARY-MAR16	
		03/21/2016	RC-L106402	JANITORIAL SERVICES-RAINBOW RIDGE PORTABLE-MAR16	
		03/21/2016	RC-L106403	JANITORIAL SERVICES-RED MAPLE PORTABLE-MAR16	
		03/21/2016	RC-L106397	JANITORIAL SERVICES-EMP. RESOURCE CTR.-MAR16	
		03/21/2016	RC-L106392	JANITORIAL SERVICES-ANNEX 1-MAR16	
		03/21/2016	RC-L106408	JANITORIAL SERVICES-TRANSP. TRAILER-MAR16	
		03/21/2016	RC-L106395	JANITORIAL SERVICES-CRC-MAR16	
		03/21/2016	RC-L106410	JANITORIAL SERVICES-23819 SUNNYMEAD PD SUBSTATION-MAR16	
		03/21/2016	RC-L106401	JANITORIAL SERVICES-PUBLIC SAFETY BLDG.-MAR16	
		03/21/2016	RC-L106391	JANITORIAL SERVICES-ANIMAL SHELTER-MAR16	
		03/21/2016	L40076	SPECIAL CLEANINGS FOR FEB. 21-28 EVENT RENTALS AT CRC	
		03/21/2016	L40075	SPECIAL CLEANINGS FOR FEB. 6-20 EVENT RENTALS AT CRC	
		03/21/2016	L40073	SPECIAL CLEANINGS FOR FEB 2016 EVENT RENTALS-COTTONWOOD GOLF CTR	
		03/21/2016	RC-L106411	JANITORIAL SERVICES-23571 SUNNYMEAD PD SUBSTATION-MAR16	
		03/21/2016	RC-L106404	JANITORIAL SERVICES-SENIOR CENTER-MAR16	
		03/21/2016	RC-L106398	JANITORIAL SERVICES-GANG TASK FORCE OFFICE-MAR16	
		03/21/2016	RC-L106399	JANITORIAL SERVICES-LIBRARY-MAR16	
		03/21/2016	RC-L106400	JANITORIAL SERVICES-MARCH FIELD PARK COMM. CTR.-MAR16	
		03/21/2016	L40074	SPECIAL CLEANINGS FOR FEB 2016 EVENT RENTALS-TOWNGATE COMM. CTR.	
		03/21/2016	RC-L106409	JANITORIAL SERVICES-COTTONWOOD GOLF CTR.-MAR16	

Remit to: MONROVIA, CA

FYTD: \$267,765.14



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EASTERN MUNICIPAL WATER DISTRICT	227852	03/14/2016	FEB-16 3/14/16	WATER CHARGES	\$34,743.56
	227939	03/21/2016	MAR-16 3/21/16	WATER CHARGES	\$28,484.93
		03/21/2016	FEB-16 3/21/16	WATER CHARGES	
Remit to: PERRIS, CA					<b>FYTD:</b> \$1,208,211.46
EMPLOYMENT DEVELOPMENT DEPARTMENT	17075	03/04/2016	2016-00000307	CA TAX - STATE TAX WITHHOLDING	\$30,581.47
	17171	03/18/2016	2016-00000322	CA TAX - STATE TAX WITHHOLDING	\$30,268.80
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$678,910.69
ENCO UTILITY SERVICES MORENO VALLEY LLC	17092	03/07/2016	40-327B-01	WORK AUTHORIZATION 40-327B/MVU	\$311,710.86
		03/07/2016	40-325A-02	WORK AUTHORIZATION 40-325A/MVU	
		03/07/2016	40-309B-08	WORK AUTHORIZATION 40-309B/MVU	
		03/07/2016	40-317A-05	WORK AUTHORIZATION 40-317A/MVU	
		03/07/2016	40-323A-03	WORK AUTHORIZATION 40-323A/MVU	
		03/07/2016	40-329-02	WORK AUTHORIZATION 40-329/MVU	
		03/07/2016	40-328-02	WORK AUTHORIZATION 40-328/MVU	
		03/07/2016	40-322A-04	WORK AUTHORIZATION 40-322A/MVU	
		03/07/2016	0405-1-205	DISTRIBUTION CHARGES 12/21/15-1/22/16	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$3,370,190.54
ENERGY AMERICA, LLC	17134	03/14/2016	100001	ENERGY FOR RESOURCE ADEQUACY	\$38,280.00
Remit to: HOUSTON, TX					<b>FYTD:</b> \$75,240.00

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EXELON GENERATION COMPANY, LLC	17137	03/14/2016	MVEU-00028A	ENERGY PURCHASE	\$653,592.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$7,022,183.51
FIRST AMERICAN TITLE COMPANY	17283	03/30/2016	W160302	ACQ. COST & ESCROW-VACANT LOT PURCHASE THRU NSP3 FOR BOULDER RDG	\$2,825,334.61
Remit to: ONTARIO, CA					<u>FYTD:</u> \$2,825,334.61
GRIFFITH COMPANY	227803	03/07/2016	20006009	RETENTION-CACTUS AVE EB-801 0031 70 77	\$99,508.48
	227943	03/21/2016	15	CONSTRUCTION (FINAL) - PERRIS WDNG	\$30,121.43
Remit to: BREA, CA					<u>FYTD:</u> \$3,421,011.95
HABITAT FOR HUMANITY RIVERSIDE	17246	03/28/2016	DRAW NO. 30	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE	\$82,849.83
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$761,612.74
HDR ENGINEERING, INC	17143	03/14/2016	00478983-H	DESIGN SERVICES-KITCHING ST SUBSTATION 1/24-2/20/16	\$92,683.67
Remit to: CHICAGO, IL					<u>FYTD:</u> \$238,375.73
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	17096	03/07/2016	7227392	CAMERAS, RADIO & STORAGE EQUIPMENT-CELEB.& LASSELLE SPORTS PARK	\$184,292.58
		03/07/2016	7230879	WIRELESS RADIOS, ANTENNAS & PROF. SVCS FOR LASSELLE SPORTS PARK	
Remit to: SANTA CLARA, CA					<u>FYTD:</u> \$663,030.06

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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>
INTERNAL REVENUE SERVICE CENTER	17077	03/04/2016	2016-00000309	FED TAX - FEDERAL TAX WITHHOLDING	\$121,978.35
	17173	03/18/2016	2016-00000324	FED TAX - FEDERAL TAX WITHHOLDING	\$121,709.04
Remit to: OGDEN, UT					<b>FYTD:</b> \$2,554,638.18
KEYSTONE BUILDERS, INC	17249	03/28/2016	13	CORP YARD - CONSTRUCTION SVCS	\$155,846.22
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$1,595,219.27
LANDCARE USA, LLC	17150	03/14/2016	8074425	LANDSCAPE MAINT.-ZONE S-FEB 2016	\$26,789.44
		03/14/2016	8074421	LANDSCAPE MAINT.-ZONES E-7, SD LMD ZN 01, 01A & 08-FEB 2016	
		03/14/2016	8074420	LANDSCAPE MAINT.-ZONE M-FEB 2016	
		03/14/2016	8074423	LANDSCAPE MAINT.-SD LMD ZN 04-FEB 2016	
		03/14/2016	8082398	INSTALLATION OF OLEANDER PLANTS-CTR. ISLAND AT IRIS/OLIVER-ZN 04	
	17197	03/21/2016	8083694	INSTALLATION OF MULCH-ZONE S-SUNNYMEAD BLVD, FREDERICK TO PERRIS	\$821,854.53
		03/21/2016	8057013	TURF REMOVAL-ZONE E-7 TURF REBATE PROGRAM MWD	
		03/21/2016	8057012	TURF REMOVAL-ZONE M TURF REBATE PROGRAM MWD	
		03/21/2016	8074426	LANDSCAPE MOWING-CFD #1-FEB 2016	
		03/21/2016	8057014	TURF REMOVAL-SD LMD ZN 01 TURF REBATE PROGRAM MWD	
		03/21/2016	8074424	LANDSCAPE MOWING-ZONE A PARKS-FEB 2016	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$1,177,268.69
LETNER ROOFING COMPANY	227808	03/07/2016	44447	RETENTION RELEASE-CRC & PSB ROOFING RESTORATION PROJ.	\$44,559.80
Remit to: ORANGE, CA					<b>FYTD:</b> \$450,473.00

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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>
LIBRARY SYSTEMS & SERVICES, LLC	17198	03/21/2016	SI-000209	LIBRARY CONTRACTUAL SERVICES & MATERIALS-MAR16	\$122,000.91
		03/21/2016	SI-000210	LIBRARY I.T. SERVICES-MAR16	
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,098,008.19
MARCH JOINT POWERS AUTHORITY	228010	03/28/2016	0037741	CONSULTANT - HEACOCK CHANNEL 804 0001 70 77	\$110,711.02
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$149,426.98

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	17152	03/14/2016	72202	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-ID 83	\$28,925.12
		03/14/2016	71873	PLANTING OF DROUGHT TOLERANT GROUND COVER AT FIRE ST. #48	
		03/14/2016	72206	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-AREA 52	
		03/14/2016	71960	LANDSCAPE MAINT.-SD LMD ZN 02-FEB 2016	
		03/14/2016	71982	LANDSCAPE MAINT.-ZONE D-FEB 2016	
		03/14/2016	72204	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-AREA 39	
		03/14/2016	72205	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-ID 77	
		03/14/2016	72207	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-AREA 17	
		03/14/2016	72208	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION WORK	
		03/14/2016	72210	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-AREA 77	
	03/14/2016	72203	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION REPAIR-AREA 96		
	03/14/2016	72209	LANDSCAPE EXTRA WORK-FEB16-ZONE D/IRRIGATION WORK		
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$953,974.18
MIRACLE RECREATION EQUIPMENT	17100	03/07/2016	771823	PLAY EQUIPMENT FOR MARCH FIELD PARK	\$27,702.88
Remit to: DALLAS, TX					<u>FYTD:</u> \$80,213.47
MORENO VALLEY UTILITY	227809	03/07/2016	MAR-16 3/7/16	ELECTRICITY CHARGES	\$75,846.80
Remit to: HEMET, CA					<u>FYTD:</u> \$771,637.57

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NATIONWIDE COST RECOVERY SERVICES, LLC	227864	03/14/2016	MV M05-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM	\$27,840.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$132,480.00
NATIONWIDE RETIREMENT SOLUTIONS CP	17081	03/04/2016	2016-00000313	8010 - DEF COMP 457 - NATIONWIDE	\$25,115.26
	17177	03/18/2016	2016-00000328	8010 - DEF COMP 457 - NATIONWIDE	\$25,115.26
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$648,657.56
NOBLE AMERICAS ENERGY SOLUTIONS	17254	03/28/2016	160710005418387	ELECTRICITY POWER PURCHASE	\$200,252.93
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,768,839.83
PERS HEALTH INSURANCE	17118	03/09/2016	W160301	EMPLOYEE HEALTH INSURANCE	\$194,657.95
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,676,526.49
PERS RETIREMENT	17225	03/11/2016	P160226	PERS RETIREMENT DEPOSIT - CLASSIC	\$227,322.53
	17230	03/25/2016	P160311	PERS RETIREMENT DEPOSIT - CLASSIC	\$228,360.33
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$5,218,752.64
RIVERSIDE COUNTY FLOOD CONTROL & WATER, CONSERVATION DIST.	227868	03/14/2016	FC0000015287	FY15/16 COST-SHARING-CONSULTANT SVCS FOR NPDES SW PERMIT	\$72,383.83
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$72,415.43
SOUTHERN CALIFORNIA EDISON 1	227955	03/21/2016	FEB-16 3/21/16	ELECTRICITY CHARGES	\$145,394.12
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,413,280.53

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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>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17166	03/14/2016	201603	MARCH 2016 RETIREE MEDICAL BENEFIT BILLING	\$50,005.32
Remit to: TEMECULA, CA					<u>FYTD:</u> \$475,821.90
THINK TOGETHER, INC	17216	03/21/2016	111-15/16-8	ASES PROGRAM MANAGEMENT SERVICES	\$492,539.08
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$3,940,314.32
U.S. BANK/CALCARDS	17112	03/07/2016	02-29-16	FEB. 2016 CALCARD ACTIVITY	\$251,014.53
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,988,441.37
VANCE CORPORATION	17168	03/14/2016	Reche-4	CONSTRUCTION - RECHE VISTA	\$205,233.90
Remit to: RIALTO, CA					<u>FYTD:</u> \$1,162,084.77
<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$11,052,363.00</b>

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5 GUYS BURGERS AND FRIES AT MORENO VALLEY	228034	03/28/2016	ACCT 10703	REFUND-OVERPAYMENT FOR FALSE ALARM	\$23.40
Remit to: IDAHO FALLS, ID					<u>FYTD:</u> \$23.40
A NATURAL NEW U HAIR SALON	227970	03/21/2016	BL#21033-YR2016	REFUND OF OVERPAYMENT FOR BL#21033	\$61.61
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61.61
ABBOUD DIAMOND CONSTRUCTION, INC.	228035	03/28/2016	BL#02017-YR2016	REFUND OF OVERPAYMENT FOR BL#02017	\$41.81
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$41.81
ABC RESOURCES, INC.	227892	03/14/2016	BL#13908-YR2016	REFUND OF OVERPAYMENT FOR BL#13908	\$94.63
Remit to: ONTARIO, CA					<u>FYTD:</u> \$94.63
ABILITY COUNTS, INC.	17232	03/28/2016	ACI112272	LANDSCAPE MAINT-CFD#1-FEB16	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$16,520.00
ACCELA, INC.	17233	03/28/2016	INV-ACC18331	TRAVEL EXPENSES-DEV'T. SVCS. PROJ.	\$750.00
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$72,306.03
ADLERHORST INTERNATIONAL INC.	17235	03/28/2016	60657	MONTHLY K-9 TRAINING-MAR16	\$475.02
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,983.54
ADMINSURE	227999	03/28/2016	9232	WORKERS' COMP CLAIMS ADMINISTRATION-APR16	\$2,175.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$21,750.00

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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>
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	17084	03/07/2016	40972	ICE MACHINE MAINT & WATER FILTER-PSB	\$1,020.92
		03/07/2016	40938	WARRANTY HANDLING CHARGE-CITY YARD	
		03/07/2016	40823	ICE MACHINE MAINT & WATER FILTER-CRC	
		03/07/2016	40939	ICE MACHINE MAINT & WATER FILTER (2)-CITY YARD	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$9,322.85
ADVANCED ELECTRIC	227931	03/21/2016	11498	ELECTRICAL SVCS FOR (2) NEW LIGHT FIXTURES AT MFPC	\$6,682.00
		03/21/2016	11500	ELECTRICAL SVCS FOR COTTONWOOD BANQUET EXTERIOR STAIRS LIGHT	
		03/21/2016	11499	ELECTRICAL SVCS FOR AC UNIT AT COTTONWOOD GOLF COURSE	
		03/21/2016	11497	ELECTRICAL SVCS FOR NEW TREADMILL AT FS#91	
		03/21/2016	11496	ELECTRICAL SVCS FOR PSB EXTERIOR FRONT LIGHTS TIME CLOCK	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$112,942.04
ADVANTAGE BUSINESS EQUIPMENT, INC	17085	03/07/2016	20066	WYCOM BLANK CHECK STOCK PRE-PRINTED	\$941.42
		03/07/2016	19825	MAINT & SUPPORT-WYCOM CHECK SIGNER SOFTWARE 2/16/16-2/16/17	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$941.42
AEI-CASC ENGINEERING	17119	03/14/2016	0035164	PLAN CHECK SVCS-PWQMP	\$2,340.00
Remit to: COLTON, CA					<u>FYTD:</u> \$21,181.07

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AEROTEK, INC.	17120	03/14/2016	OP06149152A	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 12/28-12/31/15 (B. WARE)	\$6,053.20
		03/14/2016	OP06249548	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 2/16-2/19/16 (B. WARE)	
		03/14/2016	OP06234285	TEMPORARY STAFFING-CODE 2/8-2/12/16 (H. DELGADO FLORES)	
		03/14/2016	OP06263084	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 2/22-2/26/16 (B. WARE)	
	17178	03/21/2016	OP06276470	TEMPORARY STAFFING-PW/SPECIAL DISTRICTS 2/29-3/4/16 (B. WARE)	\$2,072.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$39,425.72
AIR EXCHANGE INC	17121	03/14/2016	37663	PLYMOVENT PREVENTIVE MAINT & REPAIRS-FS# 2,6,48,58,65,91& 99	\$5,010.29
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$12,094.22
ALDI, INC.	227824	03/07/2016	MVU 7014047-01	PBI SOLAR INCENTIVE REBATE	\$20,001.15
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20,001.15
ALLEN, CAROL	228036	03/28/2016	1340786 1340785	CRC RENTAL REFUND DEPOSIT AND CREDIT ON ACCT	\$655.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$655.00
ALLIANT INSURANCE SERVICES	227797	03/07/2016	434664	MVU SUBSTATION INSURANCE RENEWAL 2/11/16-2/11/17	\$7,490.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$27,525.07
AMERICAN FORENSIC NURSES	17122	03/14/2016	67501	PHLEBOTOMY SERVICES	\$1,320.00
		03/14/2016	67535	PHLEBOTOMY SERVICES	
	17236	03/28/2016	67581	PHLEBOTOMY SERVICES	\$1,320.00
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$20,470.00

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For Period 3/1/2016 through 3/31/2016**

**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>
AMERICAN PUBLIC POWER ASSOCIATION	228000	03/28/2016	275990	APPA DUES 5/1/16-4/30/17	\$8,450.80
		03/28/2016	276115	DEED PROGRAM ANNUAL DUES	
Remit to: BOSTON, MA					<b>FYTD: \$8,549.80</b>
AMERICAN TECHNOLOGIES, INC	227932	03/21/2016	8N26501868-01	MOLD REMEDIATION-FIRE STATION #2	\$3,835.00
Remit to: ORANGE, CA					<b>FYTD: \$3,835.00</b>
AMERICAN TRAFFIC PROCESSING	227893	03/14/2016	MV3151104042	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MESA, AZ					<b>FYTD: \$115.00</b>
AMTECH ELEVATOR SERVICES	227933	03/21/2016	DVB05044C15	ELEVATOR ROUTINE MAINT-CITY HALL-DEC15	\$1,781.45
		03/21/2016	DVB05044116	ELEVATOR ROUTINE MAINT-CITY HALL-JAN16	
		03/21/2016	DVB05044216	ELEVATOR ROUTINE MAINT-CITY HALL-FEB16	
		03/21/2016	DVB05046116	ELEVATOR ROUTINE MAINT-EOC-JAN16	
		03/21/2016	DVB05046216	ELEVATOR ROUTINE MAINT-EOC-FEB16	
		03/21/2016	DVB05046C15	ELEVATOR ROUTINE MAINT-EOC-DEC15	
		03/21/2016	DVB33496001	CRC WHEELCHAIR LIFT-5 YR LOADTEST	
		03/21/2016	DVB65746116	WHEELCHAIR LIFT ROUTINE MAINT-SENIOR CTR 1/1-6/30/16	
		03/21/2016	225873-CREDIT	INV#DVB05044714 FOR JUL-14 WRITTEN OFF (NO SVC. PROVIDED)	
Remit to: PASADENA, CA					<b>FYTD: \$4,268.50</b>
ANDRADE, GLENDA	227825	03/07/2016	R15-093170	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: BANNING, CA					<b>FYTD: \$20.00</b>
ANIMAL EMERGENCY CLINIC, INC.	17179	03/21/2016	146AR	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$724.00
Remit to: GRAND TERRACE, CA					<b>FYTD: \$2,673.00</b>

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ANIMAL HEALTH AND SANITARY SUPPLY	227839	03/14/2016	36886	MISC. KENNEL SUPPLIES	\$1,198.60
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$4,386.71
ANSARI, AHMAD	227965	03/21/2016	3/9-3/11/16	TRAVEL PER DIEM-LCC PUBLIC WORKS OFFICERS INSTITUTE CONFERENCE	\$160.00
Remit to: CORONA, CA					<b>FYTD:</b> \$160.00

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APPLE ONE EMPLOYMENT SERVICES	17086	03/07/2016	01-3957995	TEMPORARY STAFFING-LAND DEV'T. 2/8-2/12/16 (D. SPIKES)	\$1,699.77
		03/07/2016	01-3910837	TEMPORARY STAFFING-ACP PROJ/PLANNING 12/28-12/31/15 (V. CORTEZ)	
		03/07/2016	01-3919376	TEMPORARY STAFFING-ACP PROJ/PLANNING 1/4-1/8/16 (V. CORTEZ)	
	17123	03/07/2016	01-3926645	TEMPORARY STAFFING-ACP PROJ/PLANNING 1/12/16 (V. CORTEZ)	
		03/14/2016	01-3971829	TEMPORARY STAFFING-CITY COUNCIL 2/16-2/19/16 (V. CORTEZ)	\$4,623.75
		03/14/2016	01-3976635	TEMPORARY STAFFING-FIN. RES. 2/22-2/26/16 (G. LUA)	
		03/14/2016	01-3971830	TEMPORARY STAFFING-TREASURY/BUS. LIC. 2/16-2/19/16 (G. LUA)	
		03/14/2016	01-3985618	TEMPORARY ACCOUNTING SVCS 2/29-3/3/16 (M. CALIXTO)	
		03/14/2016	01-3985620	TEMPORARY STAFFING-FIN. RES. 2/29-3/4/16 (G. LUA)	
	17180	03/14/2016	01-3976634	TEMPORARY STAFFING-CITY COUNCIL 2/22-2/25/16 (V. CORTEZ)	
		03/14/2016	01-3976633	TEMPORARY ACCOUNTING SVCS 2/22-2/25/16 (M. CALIXTO)	
		03/21/2016	01-3976632	TEMPORARY STAFFING-M&O 2/22-2/26/16 (A. ODA)	\$4,185.42
		03/21/2016	01-3971827	TEMPORARY STAFFING-M&O 2/16-2/19/16 (A. ODA)	
		03/21/2016	01-3971832	TEMPORARY STAFFING-LAND DEV'T. 2/16-2/19/16 (D. SPIKES)	
	17237	03/21/2016	01-3985616	TEMPORARY STAFFING-LAND DEV'T. 2/29-3/4/16 (D. SPIKES)	
		03/21/2016	01-3976637	TEMPORARY STAFFING-LAND DEV'T. 2/22-2/26/16 (D. SPIKES)	
		03/28/2016	01-3995582	TEMPORARY STAFFING-CITY COUNCIL 3/7-3/11/16 (V. CORTEZ)	\$5,017.29
		03/28/2016	01-4001166	TEMPORARY STAFFING-LAND DEV'T. 3/14-3/18/16 (D. SPIKES)	
03/28/2016		01-3985619	TEMPORARY STAFFING-CITY COUNCIL 2/29-3/4/16 (V. CORTEZ)		
03/28/2016		01-4001169	TEMPORARY STAFFING-FIN. RES. 3/14-3/15/16 (G. LUA)		
03/28/2016		01-3995581	TEMPORARY ACCOUNTING SVCS 3/7-3/8/16 (M. CALIXTO)		
03/28/2016	01-3995583	TEMPORARY STAFFING-FIN. RES. 3/7-3/8/16 (G. LUA)			
	03/28/2016	01-3995579	TEMPORARY STAFFING-LAND DEV'T. 3/7-3/11/16 (D. SPIKES)		
	03/28/2016	01-4001168	TEMPORARY STAFFING-CITY COUNCIL 3/14-3/16/16 (V. CORTEZ)		

Remit to: GLENDALE, CA

FYTD: \$68,000.59

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AT&T/MCI	227840	03/14/2016	7671043	LANDLINE PHONE SVC-GANG TASK FORCE	\$182.93
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$907.52
ATHALYE CONSULTING ENGINEERING SERVICES	17087	03/07/2016	MV-Nason-21	CONSULTING (FINAL) - NASON IMP	\$24,052.03
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$236,461.13
AUTO EXPRESS TRANSMISSION	227971	03/21/2016	BL#30184-YR2016	REFUND OF OVERPAYMENT FOR BL#30184	\$78.47
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$78.47
AVANT GARDE	228001	03/28/2016	3879	HOME FUNDING COMPLIANCE SVCS (OCT-DEC 2015)	\$4,691.25
		03/28/2016	3939	HOME FUNDING COMPLIANCE SVCS (FEB 2016)	
Remit to: POMONA, CA					<u>FYTD:</u> \$18,108.75
AZADZOI, MALIHA	227894	03/14/2016	MV3130423001	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
BAENA, JULIO C	227895	03/14/2016	MV2130904046	REFUND-PARKING CITATION OVERPAYMENT	\$240.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$240.00
BAEZA, ED	227884	03/14/2016	3/7-3/11/16	TRAVEL PER DIEM-CSAIA 2016 SPRING TRAINING CONFERENCE	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$204.00
BALLARD, PEGGY	228037	03/28/2016	MVU 7009469-04	SOLAR INCENTIVE REBATE	\$4,542.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,542.00
BARNES, JOLYNN	227896	03/14/2016	R16-095436	AS REFUND-OVERPMT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00

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BEECHER, NICK	227897	03/14/2016	MVU-7012973-03	SOLAR INCENTIVE REBATE	\$7,188.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,188.00
BENNETT, KRISTINA	227898	03/14/2016	R16-094437	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CORONA, CA					<u>FYTD:</u> \$75.00
BIG SPRINGS EDUCATIONAL THERAPY CENTER AND SCHOOL	227899	03/14/2016	BL#22668-YR2016	REFUND OF OVERPAYMENT FOR BL#22668	\$80.40
Remit to: TEMECULA, CA					<u>FYTD:</u> \$80.40
BMW MOTORCYCLES OF RIVERSIDE	17124	03/14/2016	6012700	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$338.49
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$103,070.63

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BOX SPRINGS MUTUAL WATER COMPANY	227841	03/14/2016	721-1 2/26/16	WATER USAGE-ZONE 01 TOWNGATE	\$325.57
		03/14/2016	45-4 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	204-9 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	195-5 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	189-13 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	1088-1 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	1087-1 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	1086-1 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	1085-1 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		03/14/2016	80-4 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	03/14/2016	1084-1 2/26/16	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,205.85
BROTHERS TOWING INC.	227842	03/14/2016	7103	VEHICLE EVIDENCE STORAGE	\$205.00
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$205.00

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BURKE, WILLIAMS & SORENSEN, LLP.	227843	03/14/2016	198231	LEGAL REVIEW SERVICES FOR SALES TAX ALLOCATION ISSUES- JAN16	\$260.00
	228002	03/28/2016	198665	LEGAL REVIEW SERVICES FOR SALES TAX ALLOCATION ISSUES- FEB16	\$1,047.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,614.16
BURNETTE, LISA	227826	03/07/2016	1333387	REFUND MEDICAL	\$94.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$94.00
BUTLER, LINDA	227972	03/21/2016	1336948	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
C B R E, INC	227973	03/21/2016	BL#01378-YR2016	REFUND OF OVERPAYMENT FOR BL#01378	\$657.77
Remit to: DALLAS, TX					<u>FYTD:</u> \$657.77
CABANAS, TRACY	227900	03/14/2016	MVU 7008984-04	SOLAR INCENTIVE REBATE	\$5,729.13
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,729.13
CALGO VEBA CITY OF MORENO VALLEY	17088	03/07/2016	2016-00000300	4020 - EXEC VEBA	\$12,717.50
	17181	03/21/2016	2016-00000314	4020 - EXEC VEBA	\$1,860.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$182,766.68
CALIFORNIA SHOPPING CART RETRIEVAL CORP.	17125	03/14/2016	160158	SHOPPING CART RETRIEVAL SERVICE-JAN16	\$1,800.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$14,400.00

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CALIFORNIA WATERSHED ENGINEERING CORP.	17182	03/21/2016	16076	PLAN CHECK SVCS-PWQMP-FEB16	\$2,482.50
Remit to: FULLERTON, CA					<u>FYTD:</u> \$25,158.92
CANALES, EDGAR	227974	03/21/2016	1338031	REFUND FOR PICNIC SHELTER	\$124.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$124.80
CANYON SPRINGS BOYS BASKETBALL BOOSTER	227975	03/21/2016	1339005	CANCELLED EVENT RETURNING BALANCE PAID	\$186.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$186.00
CATHOLIC CHARITIES	17183	03/21/2016	OCT-DEC 2015	CDBG REIMBURSEMENT	\$6,617.55
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$28,562.63
CELLEBRITE USA, CORP	17238	03/28/2016	INVUS168205	FORENSIC SYSTEM LICENSE RENEWAL	\$12,372.00
Remit to: GLEN ROCK, NJ					<u>FYTD:</u> \$12,372.00
CHAMBERS, PAUL	227901	03/14/2016	R15-092666	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
CHANCY, CHIZURU	227798	03/07/2016	FEB-2016	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$127.80
	228003	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$127.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,159.80
CHANDLER ASSET MANAGEMENT, INC	17126	03/14/2016	19623	INVESTMENT MANAGEMENT SVCS-FEB16	\$4,166.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$37,174.00

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CHECK INTO CASH	227976	03/21/2016	BL#22955-YR2016	REFUND OF OVERPAYMENT FOR BL#22955	\$83.87
Remit to: CLEVELAND, TN					<u>FYTD:</u> \$83.87
CHENEY, ANN	228038	03/28/2016	R16-095983,84	AS REFUND-OVERPMT ON 2 WEB LICENSE RENEWALS	\$38.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38.00
CHUCK GALLEY	227934	03/21/2016	MAR-2016	INSTRUCTOR SERVICES-ELECTRIC GUITAR & BASS INSTRUCTION CLASS	\$90.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$450.00
CITY OF RIVERSIDE	227844	03/14/2016	00229985	SEMI ANNUAL SHARED TRAFFIC SIGNALS/EQUIP. COSTS 7/23/15-1/26/16	\$8,826.07
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,583.00
CLERKIN, SINCLAIR & MAHFOUZ, LLP	227799	03/07/2016	MV1623	LEGAL SERVICES-CLAIM SETTLEMENT	\$5,176.14
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$5,176.14
COLONIAL SUPPLEMENTAL INSURANCE	227820	03/07/2016	7133069-0301367	SUPPLEMENTAL INSURANCE	\$6,353.59
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$54,236.78

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COMMUNITY ASSISTANCE PROGRAM - CAP	227845	03/14/2016	AUG 2015	CAP FOOD PROGRAM-CDBG	\$6,000.00
		03/14/2016	OCT 2015	CAP FOOD PROGRAM-CDBG	
		03/14/2016	SEPT 2015	CAP FOOD PROGRAM-CDBG	
		03/14/2016	JUL 2015	CAP FOOD PROGRAM-CDBG	
	227935	03/21/2016	NOV 2015	CAP FOOD PROGRAM-CDBG	\$6,000.00
		03/21/2016	DEC 2015	CAP FOOD PROGRAM-CDBG	
		03/21/2016	JAN 2016	CAP FOOD PROGRAM-CDBG	
		03/21/2016	FEB 2016	CAP FOOD PROGRAM-CDBG	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$23,438.00
CONTINUING EDUCATION OF THE BAR	227846	03/14/2016	10480383	LAW LIBRARY PUBLICATIONS & UPDATES	\$410.55
Remit to: OAKLAND, CA					<u>FYTD:</u> \$960.12
CONTRERAS, IRENE	227977	03/21/2016	1336023	REFUND FROM SR CTR RENTAL #29481	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
COSTAR REALTY INFORMATION, INC	227847	03/14/2016	103560724	REAL ESTATE DATABASE-MAR16	\$2,000.00
		03/14/2016	103491031	REAL ESTATE DATABASE-FEB16	
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$4,000.00
COSTCO	227936	03/21/2016	22785	SNACK SUPPLIES-SKATE PARK	\$2,331.62
		03/21/2016	22714	SNACK SUPPLIES-COTTONWOOD GOLF COURSE	
		03/21/2016	22715	SNACK SUPPLIES-SKATE PARK	
		03/21/2016	22716	SNACK SUPPLIES-A CHILD'S PLACE	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$21,637.30

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COUNSELING TEAM, THE	227937	03/21/2016	30854	EMPLOYEE ASSISTANCE PROGRAM/CRISIS INTERVENTION-2/18/16	\$4,937.50
		03/21/2016	30932	CONSULTING SVCS-CONSULTATION W/ CM & MGT. TEAM (2/17/16)	
	228004	03/28/2016	30919	EMPLOYEE SUPPORT SERVICES-FEB16	\$1,250.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$35,387.50
COUNTRY SQUIRE ESTATES	227848	03/14/2016	2016-JAN	UUT REFUND FOR JAN 2016	\$38.20
Remit to: ONTARIO, CA					<b>FYTD:</b> \$384.12
COUNTY OF RIVERSIDE	227821	03/07/2016	PA16-0003 FEES	N.O.D.-NEG. DECLARATION/ENVIR. FILING FEE-STATE FISH & WILDLIFE	\$2,260.25
	227849	03/14/2016	9990085000-1601	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-JAN16	\$4,064.71
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$58,597.15
COUNTY OF RIVERSIDE 1	228031	03/28/2016	PU0000003651	STATION JANITORIAL SUPPLIES	\$2,005.17
		03/28/2016	PU0000003649	STATION JANITORIAL SUPPLIES	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$13,871.43
CPS HUMAN RESOURCE SERVICES	227938	03/21/2016	INV351310A	PROFESSIONAL FEES	\$4,000.00
Remit to: SAN FRANCISCO, CA					<b>FYTD:</b> \$19,000.00
CRIME SCENE STERI-CLEAN, LLC	17128	03/14/2016	35273	BIO HAZARD REMOVAL SERVICE	\$750.00
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$6,750.00
CUTWATER INVESTOR SERVICES CORP	17185	03/21/2016	20750A	INVESTMENT MANAGEMENT SERVICES-FEB16	\$2,720.58
Remit to: DENVER, CO					<b>FYTD:</b> \$24,423.04

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D&D SERVICES DBA D&D DISPOSAL, INC.	227850	03/14/2016	16133	DECEASED ANIMAL REMOVAL SVC-FEB16	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$7,450.00
DANCES, THOMAS	227902	03/14/2016	MV1150920003	REFUND-PARKING CITATION DISMISSED	\$407.50
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$407.50
DATA TICKET, INC.	17129	03/14/2016	68359	ADMIN CITATION PROCESSING-PD-JAN16	\$3,060.84
		03/14/2016	0116MVTKTST	CASIO IT TICKET STOCK (196 ROLLS-85 TICKETS/ROLL)	
		03/14/2016	68356	ADMIN CITATION PROCESSING-A/S-JAN16	
	17186	03/21/2016	68363TPC	THIRD PARTY COLLECTIONS-PARK RANGERS-JAN16	\$78.00
		03/21/2016	68363	ADMIN CITATION PROCESSING-PARK RANGERS-JAN16	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$238,103.28
DAVIS, LAKIA	227978	03/21/2016	1338346	REFUND SCHEDULE CONFLICT	\$43.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$43.20
DELCID, REY M	227827	03/07/2016	MVU 7009141-06	SOLAR INCENTIVE REBATE	\$6,071.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,071.00
DELTA DENTAL OF CALIFORNIA	17089	03/07/2016	BE001522803	EMPLOYEE DENTAL INSURANCE-PPO	\$11,019.73
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$94,704.09
DELTACARE USA	17090	03/07/2016	BE001523814	EMPLOYEE DENTAL INSURANCE-HMO	\$4,794.61
Remit to: DALLAS, TX					<u>FYTD:</u> \$44,076.91
DENIZ, DIANA	227828	03/07/2016	1334429	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00

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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>
DEPARTMENT OF COMMUNITY SERVICES & DEVELOPMENT	228039	03/28/2016	ACCT. 7011606-05	REFUND-M.V. UTILITY/BILL STRINGFELLOW-27967 CACTUS AVE UNIT B	\$206.71
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$206.71
DFM ASSOCIATES	227851	03/14/2016	40475	2016 CA ELECTION CODE (2)-LOOSE LEAF VERSION	\$108.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$108.00
DIGITAL TELECOMMUNICATIONS CORP.	17187	03/21/2016	23473	UPGRADE VOICEMAIL SYSTEM TO UM8700-FULL PAYMENT	\$3,101.73
Remit to: SANTA CLARITA, CA					<u>FYTD:</u> \$18,203.47
DIMENSION DATA NORTH AMERICA INC/FORMERLY NEXUS	17130	03/14/2016	426629	NEXUS ENDPOINT LICENSE (50)	\$2,970.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$61,240.62
DISTINCTIVELY YOURS	17240	03/28/2016	5160	PROMOTIONAL MATERIALS FOR FIRE DEPT.	\$3,133.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,120.95
DOAN, QUANG THANH	227979	03/21/2016	BL#25502-YR2016	REFUND OF OVERPAYMENT FOR BL#25502	\$186.00
Remit to: GARDEN GROVE, CA					<u>FYTD:</u> \$186.00
DOUBLE W FASHION	227903	03/14/2016	BL#27769-YR2016	REFUND OF OVERPAYMENT FOR BL#27769	\$62.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$62.00
DR HORTON	227829	03/07/2016	REIMBURSEMENT	REIMB. ELECTRICAL CONDUIT MAIN LINE INSTALLATION-COTTONWOOD AVE.	\$12,272.85
Remit to: CORONA, CA					<u>FYTD:</u> \$12,272.85

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DRAYTON, TAMI JANOHNE	17091	03/07/2016	FEB-2016	INSTRUCTOR SERVICES-LINE DANCING CLASS	\$129.60
	17241	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-LINE DANCING CLASS	\$158.40
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$591.60
E.R. BLOCK PLUMBING & HEATING, INC.	17131	03/14/2016	120330	BACKFLOW DEVICE REPAIR-SD LMD ZN03-MVRW	\$4,057.10
		03/14/2016	120325	REPLACED BACKFLOW DEVICE-SD LMD ZN03-MVRW	
		03/14/2016	120323	REPLACED BACKFLOW DEVICE-SD LMD ZN03-MVRW	
		03/14/2016	120324	REPLACED BACKFLOW DEVICE-SD LMD ZN03-MVRW	
	17189	03/21/2016	120398	BACKFLOW DEVICE TESTS-VARIOUS LOCATIONS	\$125.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$40,169.24
EASTERN MUNICIPAL WATER DISTRICT	227800	03/07/2016	FEB-16 3/7/16	WATER CHARGES	\$10,640.68
	228006	03/28/2016	MAR-16 3/28/16	WATER CHARGES	\$14,777.56
Remit to: PERRIS, CA					<b>FYTD:</b> \$1,208,211.46
EASTON, KATIE	228040	03/28/2016	R16-095956	AS REFUND-TO CORRECT TRANSACTION	\$67.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$67.00
ECOGEN RECYCLING CENTER #3	227904	03/14/2016	BL#28054-YR2016	REFUND OF OVERPAYMENT FOR BL#28054	\$91.68
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$91.68
EDGELANE MOBILE HOME PARK	17132	03/14/2016	JAN-2016	UUT REFUND FOR JAN 2016	\$2.07
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$17.26
ELANGO, SIRUVALUR	227830	03/07/2016	MVU 7011792-04	SOLAR INCENTIVE REBATE	\$4,363.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$4,363.00

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EMPLOYMENT DEVELOPMENT DEPARTMENT	17083	03/04/2016	S151231	DEPOSIT OF STATE INCOME TAX	\$12.72
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$678,910.69
ENCO UTILITY SERVICES MORENO VALLEY LLC	17133	03/14/2016	0402-MF-01857A	SOLAR METER INSTALLATION	\$6,399.00
		03/14/2016	0402-MF-01851A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01853A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01855A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01854A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01858A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01859A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01861A	SOLAR METER INSTALLATION	
		03/14/2016	0402-MF-01856A	SOLAR METER INSTALLATION	
	17242	03/28/2016	0402-MF-01864A	SOLAR METER INSTALLATION	\$4,977.00
		03/28/2016	0402-MF-01835A	SOLAR METER INSTALLATION	
		03/28/2016	0402-MF-01865A	SOLAR METER INSTALLATION	
		03/28/2016	0402-MF-01837A	SOLAR METER INSTALLATION	
		03/28/2016	0402-MF-01862A	SOLAR METER INSTALLATION	
		03/28/2016	0402-MF-01863A	SOLAR METER INSTALLATION	
		03/28/2016	0402-MF-01836A	SOLAR METER INSTALLATION	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$3,370,190.54
ENNIS PAINT	17135	03/14/2016	300216	TRAFFIC PAINT & MATERIALS	\$5,171.34
		03/14/2016	300682	TRAFFIC PAINT & MATERIALS	
Remit to: DALLAS, TX					<b>FYTD:</b> \$43,586.20
ESPINO, JACKI	227980	03/21/2016	R16-095813	AS REFUND-FULL ADOPTION REFUND	\$70.00
Remit to: HEMET, CA					<b>FYTD:</b> \$70.00

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ESPINOSA, ERICA	227981	03/21/2016	1337556	REFUND FOR PARK SHELTER CANCELLATION	\$29.60
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$29.60
EXCEL LANDSCAPE, INC	17136	03/14/2016	86181	LANDSCAPE MAINT-WQB/NPDES-DEC15	\$6,812.72
		03/14/2016	85396	IRRIGATION REPAIRS-WQB/NPDES	
		03/14/2016	85262	IRRIGATION REPAIRS-WQB/NPDES	
	17190	03/21/2016	86817	IRRIGATION REPAIRS-WQB/NPDES	\$949.63
		03/21/2016	86820	IRRIGATION REPAIRS-WQB/NPDES	
		03/21/2016	86810	IRRIGATION REPAIRS-WQB/NPDES	
		03/21/2016	86807	IRRIGATION REPAIRS-WQB/NPDES	
		03/21/2016	86804	IRRIGATION REPAIRS-WQB/NPDES	
Remit to: CORONA, CA					<b>FYTD:</b> \$63,246.00
EXPRESS PIPE & SUPPLY, INC.	227838	03/07/2016	STMT 1/31/16	UNAPPLIED CREDIT FROM PRIOR PERIOD PAYMENTS	\$3,814.63
		03/07/2016	S5795089.001	ADA FOUNTAINS (2) FOR MARCH CC & COTTONWOOD GC	
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$3,814.63
EXTRA MILE CHEVRON (CAR WASH)	228041	03/28/2016	BL#20597-YR2016	REFUND OF OVERPAYMENT FOR BL#20597	\$122.85
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$122.85
EXTRA MILE CHEVRON (CONVENIENCE STORE)	228042	03/28/2016	BL#20598-YR2016	REFUND OF OVERPAYMENT FOR BL#20598	\$684.40
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$684.40
EXTRA MILE CHEVRON (GAS STATION)	228043	03/28/2016	BL#20596-YR2016	REFUND OF OVERPAYMENT FOR BL#20596	\$2,509.33
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$2,509.33

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FALCON ENGINEERING SERVICES, INC.	17243	03/28/2016	2012-29	802 0003 70 77, FALCON ENG, SR60 NASON	\$17,260.60
Remit to: CORONA, CA					<u>FYTD:</u> \$47,074.77
FAST SIGNS	228007	03/28/2016	70-35892	NAME PLATE INSERT FOR JULIENE CLAY	\$21.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,918.79
FEDERAL SIGNAL CORP	227853	03/14/2016	6210809	USAR VEHICLE EQUIPMENT UPFIT (SPECIALIZED WARNING PACKAGE)	\$12,871.02
		03/14/2016	6215781	USAR VEHICLE EQUIPMENT UPFIT (SPECIALIZED WARNING PACKAGE)	
		03/14/2016	6225483	USAR VEHICLE EQUIPMENT UPFIT (NAVIGATOR LIGHTBAR)	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$12,871.02
FIRST AMERICAN CORE LOGIC, INC.	17244	03/28/2016	81670870	REAL QUEST WEB SVCS-FEB16 (ACCESS)	\$640.00
		03/28/2016	81671475	REAL QUEST WEB SVCS-CODE-FEB16	
Remit to: DALLAS, TX					<u>FYTD:</u> \$5,120.00

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FIRST CHOICE SERVICES	17138	03/14/2016	582489	WATER PURIF. UNIT RENTAL-LIBRARY-MAR16	\$504.90
		03/14/2016	582475	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER-MAR16	
		03/14/2016	582488	WATER PURIF. UNIT RENTAL-FIRE STATION #99-MAR16	
		03/14/2016	582486	WATER PURIF. UNIT RENTAL-FIRE STATION #65-MAR16	
		03/14/2016	582485	WATER PURIF. UNIT RENTAL-FIRE STATION #58-MAR16	
		03/14/2016	582490	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.-MAR16	
		03/14/2016	582484	WATER PURIF. UNIT RENTAL-FIRE STATION #48-MAR16	
		03/14/2016	582487	WATER PURIF. UNIT RENTAL-FIRE STATION #91-MAR16	
		03/14/2016	582480	WATER PURIF. UNIT RENTAL-CITY YARD-MAR16	
		03/14/2016	582479	WATER PURIF. UNIT RENTAL-CRC-MAR16	
		03/14/2016	582478	WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR-MAR16	
		03/14/2016	582477	WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR-MAR16	
		03/14/2016	582476	WATER PURIF. UNIT RENTAL-ANNEX #1-MAR16	
		03/14/2016	582483	WATER PURIF. UNIT RENTAL-FIRE STATION #6-MAR16	
		03/14/2016	582491	WATER PURIF. UNIT RENTAL-SENIOR CENTER-MAR16	
		03/14/2016	582492	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER-MAR16	
		03/14/2016	582482	WATER PURIF. UNIT RENTAL-FIRE STATION #2-MAR16	
		03/14/2016	582481	WATER PURIF. UNIT RENTAL-EOC-MAR16	
Remit to: ONTARIO, CA					<b>FYTD:</b> \$1,824.02
FIRST INDUSTRIAL REALTY TRUST	17093	03/07/2016	2600506/288817	PROPERTY LEASE-FEB16	\$505.25
Remit to: PASADENA, CA					<b>FYTD:</b> \$4,751.30
FLOWERS BAKING COMPANY OF HENDERSON, LLC	227905	03/14/2016	BL#27175-YR2016	REFUND OF OVERPAYMENT FOR BL#27175	\$76.90
Remit to: HENDERSON, NV					<b>FYTD:</b> \$76.90

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FORM PRINT COMPANY FPC GRAPHICS	227854	03/14/2016	91540	AS DOOR HANGERS-15 DAY NOTICE (2,500)	\$813.13
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,301.97
FRANCHISE TAX BOARD	227801	03/07/2016	2016-00000301	1015 - GARNISHMENT - CREDITOR %	\$816.05
	227940	03/21/2016	2016-00000315	1015 - GARNISHMENT - CREDITOR %	\$687.36
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$6,958.15
FRANCO, KRISTEN	227906	03/14/2016	R16-095149	AS REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$50.00
FRANKLIN, L. C.	17139	03/14/2016	FEB-2016	MILEAGE REIMBURSEMENT	\$229.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,583.50
G/M BUSINESS INTERIORS, INC.	227941	03/21/2016	F211014-IN	POWER MANAGEMENT & INSTALLATION SVCS-CITY HALL CONF. ROOM D	\$3,430.35
		03/21/2016	0219857-IN	TASK CHAIR FOR PARKS MAINT. (TONY HETHERMAN)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$49,969.05
GALLS INC., INLAND UNIFORM	17245	03/28/2016	004979157	UNIFORM FOR PARK RANGER-KEVIN RAFFERTY	\$94.92
Remit to: CHICAGO, IL					<u>FYTD:</u> \$6,407.00
GARCIA, BRENDA	227831	03/07/2016	MVU 7009142-06	SOLAR INCENTIVE REBATE	\$3,478.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,478.00
GARDNER COMPANY, INC.	17191	03/21/2016	56678	HVAC REPAIRS-MARCH ANNEX BLDG	\$1,512.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$49,861.73

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GOETZ, DUSTIN	227885	03/14/2016	3/21-3/24/16	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRAINING	\$204.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$204.00
GONG ENTERPRISES, INC.	17140	03/14/2016	7306	CONSULTANT PLAN CHECK SVCS-PA15-001/TR36882 (FRONTIER LANDSDOWNE)	\$4,640.00
		03/14/2016	7307	CONSULTANT PLAN CHECK SVCS-PA15-0041(HYUNDAI DEALERSHIP)	
Remit to: HUNTINGTON BEACH, CA					<b>FYTD:</b> \$6,875.00
GONZALEZ, DANIEL M	227910	03/14/2016	MV1140324006	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$115.00
GONZALEZ, DANIEL M	227907	03/14/2016	MV3140211013	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
	227908	03/14/2016	MV3140225017	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
	227909	03/14/2016	MV3140228045	REFUND-PARKING CITATION OVERPAYMENT	\$82.00
	227911	03/14/2016	MV2140127005	REFUND-PARKING CITATION OVERPAYMENT	\$115.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$115.00
GORM INC.	227942	03/21/2016	224298A	JANITORIAL SUPPLIES FOR CITY PARKS	\$636.31
	228008	03/28/2016	232872	JANITORIAL SUPPLIES-CFD#1	\$2,008.86
Remit to: ONTARIO, CA					<b>FYTD:</b> \$9,076.35
GOZDECKI, DAN	17192	03/21/2016	MAR-2016 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	\$588.00
		03/21/2016	MAR-2016 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$3,649.80
GRAVES & KING, LLP	227802	03/07/2016	1601-0009808-03	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	\$1,796.07
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$8,012.57

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GUTIERREZ, YXSTIAN	228032	03/28/2016	3/29-3/31/16	TRAVEL PER DIEM & MILEAGE-LATINO EQUITY SUMMIT/SACRAMENTO	\$123.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$725.81
HABITAT RESTORATION SCIENCES, INC	17247	03/28/2016	7023	DETENTION BASIN MAINTENANCE SVC-FEB16	\$1,874.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$13,118.00
HANIGAN BUSINESS FORMS	17141	03/14/2016	261278	ANIMAL QUARANTINE NOTICE FORMS (500)	\$187.44
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$187.44
HARDY & HARPER, INC.	17142	03/14/2016 03/14/2016	42750-1 42750-2	STORM-RELATED ABATEMENT-9818 CAMINO DEL CORONADO STORM-RELATED ABATEMENT-9798 CAMINO DEL CORONADO	\$15,100.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$49,000.00
HDL/HINDERLITER DE LLAMAS & ASSOCIATES	227855	03/14/2016	0024994-IN	SALES TAX AUDIT SVCS	\$984.99
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$6,828.50
HENDERSON, NICHOLAS J.	17094	03/07/2016	3/14-3/17/16	TRAVEL PER DIEM & MILEAGE-CALBO ANNUAL BUSINESS MEETING	\$259.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$259.68
HERNANDEZ, MARIA A. & JOSE M.	227912	03/14/2016	MV2151216042	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: CORONA, CA					<u>FYTD:</u> \$57.50
HESS, JOHN	227982	03/21/2016	MVU 7009380-04	SOLAR INCENTIVE REBATE	\$3,626.89
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,626.89

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HETHERMAN, ANTHONY CHRISTOPHER	17095	03/07/2016	3/8-3/12/16	TRAVEL PER DIEM & MILEAGE-CPRS CONFERENCE	\$304.57
Remit to: TEMECULA, CA					<b>FYTD:</b> \$304.57
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	17248	03/28/2016	7230313	CITY YARD CAMERA EQUIPMENT, SOFTWARE & SUPPORT	\$18,063.58
Remit to: SANTA CLARA, CA					<b>FYTD:</b> \$663,030.06
HLP, INC.	17193	03/21/2016	11703	WEB LICENSE MONTHLY FEES	\$35.70
Remit to: LITTLETON, CO					<b>FYTD:</b> \$17,896.85
HONDA YAMAHA OF REDLANDS	17144	03/14/2016	71083	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,184.52
		03/14/2016	70692	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/14/2016	72332	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: REDLANDS, CA					<b>FYTD:</b> \$18,571.88
HORIZON SOLAR POWER	228044	03/28/2016	B1501694/1501695	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$280.08
				REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	
				REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	
Remit to: HEMET, CA					<b>FYTD:</b> \$280.08
HOUSER, MELANIE JEAN	227804	03/07/2016	1004	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	\$736.80
		03/07/2016	1003	TRANSCRIPTION SERVICES FOR PLANNING COMMISSION MEETINGS	
Remit to: ST. PETERSBURG, FL					<b>FYTD:</b> \$2,079.12

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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>
HR GREEN CALIFORNIA, INC	227805	03/07/2016	103365	CONSULTANT PLAN CHECK SVCS 11/28-1/29/16	\$1,223.87
	227944	03/21/2016	103710	CONSULTANT PLAN CHECK SVCS 1/30-2/26/16	\$165.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$2,567.62
HUNSAKER & ASSOCIATES IRVINE, INC	227856	03/14/2016	16010169	CONSULTANT PLAN CHECK SVCS-PA13-0039/TM 31592	\$6,831.99
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$64,408.07
ICMA RETIREMENT CORP	17076	03/04/2016	2016-00000308	8030 - DEF COMP 457 - ICMA	\$9,266.40
	17172	03/18/2016	2016-00000323	8030 - DEF COMP 457 - ICMA	\$9,266.40
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$156,381.02
IL SORRENTO MOBILE PARK	227857	03/14/2016	2016-JANUARY	UUT REFUND FOR JAN 2016	\$122.02
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$698.65
INLAND EMPIRE BUSINESS PUBLICATIONS, LLC	17145	03/14/2016	24	1/2 PAGE ADVERTISEMENT-INLAND EMPIRE BUSINESS REVIEW	\$624.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,748.00
INLAND EMPIRE PROPERTY SERVICE, INC	17146	03/14/2016	3257	NUISANCE ABATEMENT SVCS-24214 JIMSON PL	\$1,560.02
		03/14/2016	3258	NUISANCE ABATEMENT SVCS-15611 LASSELLE-UNIT 19	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$84,583.38

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
INLAND OVERHEAD DOOR COMPANY	227806	03/07/2016	39801	AUTO GATE REPAIRS (ROLLING GATE SVC. CALL)-CITY YARD	\$2,223.25
		03/07/2016	39719	AUTO GATE REPAIRS (HINGE & ROLLER)-FS#99	
		03/07/2016	39800	AUTO GATE REPAIRS (VEH. GATE SVC. CALL)-FS#6	
		03/07/2016	39666	AUTO GATE REPAIRS (VEH. GATE EXIT LOOP)-ANIMAL SHELTER	
Remit to: COLTON, CA					FYTD: \$25,366.37
INSIDE PLANTS, INC.	17194	03/21/2016	59080	PLANT MAINTENANCE AT CRC-MAR16	\$343.00
Remit to: CORONA, CA					FYTD: \$3,087.00
INTERNAL REVENUE SERVICE CENTER	17082	03/04/2016	F160101	1ST QTR 2016 TAX DEPOSIT	\$2,000.00
Remit to: OGDEN, UT					FYTD: \$2,554,638.18
INTERNATIONAL NAMEPLATE SUPPLIES	227858	03/14/2016	418732	MORENO VALLEY POLICE DECAL KIT	\$4,274.00
		03/14/2016	422594	MORENO VALLEY POLICE DECAL KIT	
Remit to: LONGVIEW, TX					FYTD: \$6,411.00
INTERPRETERS UNLIMITED	227859	03/14/2016	M15M11-13197	LANGUAGE INTERPRETATION SERVICE	\$44.00
Remit to: SAN DIEGO, CA					FYTD: \$44.00
IRON MOUNTAIN, INC	17147	03/14/2016	200903326	OFF-SITE DATA STORAGE-FEB16	\$1,008.48
	17195	03/21/2016	MJD7069	OFF-SITE RECORDS STORAGE-MAR16	\$1,991.51
Remit to: PASADENA, CA					FYTD: \$21,908.58

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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>
JACK HENRY & ASSOCIATES	227807	03/07/2016	2141212	ONLINE PAYMENT PROCESSING-MVU-NOV15	\$45.22
		03/07/2016	2164580	ONLINE PAYMENT PROCESSING-MVU-DEC15	
		03/07/2016	OC-135718	ONLINE PAYMENT PROCESSING-MVU-NOV15 (OVERDUE)	
		03/07/2016	2187957	ONLINE PAYMENT PROCESSING-MVU-JAN16	
Remit to: MONETT, MO					<u>FYTD:</u> \$829.82
JARAMILLO, ROSA	228047	03/28/2016	MVU 7009899-04	SOLAR INCENTIVE REBATE	\$4,367.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,367.00
JARUS, SUPANAT	227983	03/21/2016	R15-086062	AS REFUND-OVERPMT ON WEB LICENSE RENEWAL	\$7.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7.00
JDH CONTRACTING	17196	03/21/2016	031616-01	COTTONWOOD GOLF CTR RENOVATION-DRAW#1	\$24,618.90
		03/21/2016	030516-01	PARTITION REPLACEMENT IN (5) PARKS RESTROOMS (13 STALLS)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$173,962.90
JEHOVAH'S WITNESS LAKE PERRIS CONGREGATION	228048	03/28/2016	1341762	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
JIMENEZ, CINTHIA	228049	03/28/2016	1341319	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
JOE A. GONSALVES & SON	17097	03/07/2016	25941	LOBBYIST SERVICES-MAR16	\$3,045.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$27,135.00
JOEL WILGING CONSTRUCTION	227913	03/14/2016	BL#08146-YR2016	REFUND OF OVERPAYMENT FOR BL#08146	\$91.58
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$91.58

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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>
JOHNS, TONYA	227984	03/21/2016	1338702	REFUND CLASS CANCELLED	\$97.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$97.00
JOHNSON, ANITA	227985	03/21/2016	1336954	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
JOHNSON, TRACY	227945	03/21/2016	MAR-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$361.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,033.40
KDM MERIDIAN, INC.	17148	03/14/2016	4144	CONSULTANT - CYCLE 2	\$11,950.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$11,950.00
KEITH, FRED	227986	03/21/2016	BL#24439-YR2016	REFUND OF OVERPAYMENT FOR BL#24439	\$350.00
Remit to: NORCO, CA					<u>FYTD:</u> \$350.00
KEYSER MARSTON ASSOCIATES, INC.	17149	03/14/2016	29307	BOULDER RIDGE APTS HOME LAYERING ANALYSIS-JAN16	\$1,400.00
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$38,946.27
KOLKEBECK, CONNIE	227987	03/21/2016	1281490	REFUND CLASS CANCELLED	\$102.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$102.00
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	17250	03/28/2016	281525	LEGAL SERVICES-DISSOLUTION OF RDA-JAN16	\$687.50
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,072.50
LASHLEY, SAMUEL	227822	03/07/2016	3/13-3/18/16	TRAVEL PER DIEM & MILEAGE-CFPI ANNUAL FIRE PREV. WORKSHOP	\$551.16
Remit to: YUCCA VALLEY, CA					<u>FYTD:</u> \$551.16

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LE, TOM	227914	03/14/2016	MV2151209014	REFUND-PARKING CITATION OVERPAYMENT	\$57.50
Remit to: TORRANCE, CA					FYTD: \$57.50
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV 1	227860	03/14/2016	3/14/16 GEN MTNG	GENERAL MEETING ATTENDANCE-2 ATTENDEES	\$70.00
Remit to: MIRA LOMA, CA					FYTD: \$680.00
LEE, JACKIE	227832	03/07/2016	R16-094859	AS REFUND-TRAP DEPOSIT	\$50.00
	227988	03/21/2016	R16-095681	AS REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00
LEE-MCDUFFIE, PRECIOUS	17251	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$208.80
Remit to: MORENO VALLEY, CA					FYTD: \$1,438.40
LEVEL 3 COMMUNICATIONS, FMRLY TW TELCOM	17151	03/14/2016	42280432	TELEPHONE SVCS-LOCAL/LONG DISTANCE CALLS	\$5,755.20
		03/14/2016	42280432(a)	INTERNET & DATA SERVICES	
Remit to: BROOMFIELD, CO					FYTD: \$41,648.68
LIEBERT, CASSIDY, WHITMORE	227946	03/21/2016	4/27/16 TRAINING	REGISTRATION-ADVANCED ACA ACADEMY-3 ATTENDEES	\$705.00
	228009	03/28/2016	1417730	LEGAL SERVICES-MO140-00001	\$455.00
Remit to: LOS ANGELES, CA					FYTD: \$17,511.60

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LOZANO SMITH, LLP	227947	03/21/2016	49149	LEGAL SERVICES-RE: WLC PROJECT	\$16,388.30
		03/21/2016	49155	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49152	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49153	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49151	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49154	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49146	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49147	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49148	LEGAL SERVICES-RE: WLC PROJECT	
		03/21/2016	49150	LEGAL SERVICES-RE: WLC PROJECT	
Remit to: FRESNO, CA					<u>FYTD:</u> \$143,699.92
LYNDE-ORDWAY CO., INC	227886	03/14/2016	138481	TRIUMPH PAPER CUTTER REPAIR	\$858.70
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$858.70
LYONS SECURITY SERVICE, INC	17098	03/07/2016	22737	SECURITY GUARD SVCS-MVU-FEB16	\$165.10
	17199	03/21/2016	22735	SECURITY GUARD SVCS-COTTONWOOD G/C SPECIAL EVENTS-FEB16	\$13,543.67
		03/21/2016	22736	SECURITY GUARD SVCS-TOWNGATE-FEB16	
		03/21/2016	22738	SECURITY GUARD SVCS-CRC-FEB16	
		03/21/2016	22739	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-FEB16	
		03/21/2016	22734	SECURITY GUARD SVCS-LIBRARY-FEB16	
		03/21/2016	22733	SECURITY GUARD SVCS-CITY HALL-FEB16	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$90,413.63
MANLEY, JAMES	227915	03/14/2016	MVU 7009739-08	SOLAR INCENTIVE REBATE	\$5,606.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,606.00

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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>
MARCUSE, RYAN	227887	03/14/2016	3/7-3/11/16	TRAVEL PER DIEM-CSAIA 2016 SPRING TRAINING CONFERENCE	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$452.50

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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>
MARIPOSA HORTICULTURAL ENTERPRISES, INC.	17200	03/21/2016	72022	LANDSCAPE MAINT.-ANIMAL SHELTER-FEB16	\$16,935.08
		03/21/2016	72027	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-FEB16	
		03/21/2016	72020	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-FEB16	
		03/21/2016	72017	LANDSCAPE MAINT.-NORTH AQUEDUCT-FEB16	
		03/21/2016	72033	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-FEB16	
		03/21/2016	72021	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-FEB16	
		03/21/2016	72013	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-FEB16	
		03/21/2016	72012	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-FEB16	
		03/21/2016	72031	LANDSCAPE MAINT.-CITY HALL-FEB16	
		03/21/2016	72034	LANDSCAPE MAINT.-ANNEX 1-FEB16	
		03/21/2016	72023	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-FEB16	
		03/21/2016	72032	LANDSCAPE MAINT-FIRE STATIONS-FEB16	
		03/21/2016	72014	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-FEB16	
		03/21/2016	72026	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-FEB16	
		03/21/2016	72028	LANDSCAPE MAINT.-LIBRARY-FEB16	
		03/21/2016	72019	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-FEB16	
		03/21/2016	72030	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-FEB16	
		03/21/2016	72018	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-FEB16	
		03/21/2016	72029	LANDSCAPE MAINT.-SENIOR CENTER-FEB16	
		03/21/2016	72015	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-FEB16	
		03/21/2016	72016	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDERBERG TO FAY-FEB16	
		03/21/2016	72024	LANDSCAPE MAINT.-CITY YARD-FEB16	
		03/21/2016	72025	LANDSCAPE MAINT.-CRC-FEB16	

Remit to: IRWINDALE, CA

FYTD: \$953,974.18

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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>
MCKINNEY, BROOKE	227888	03/14/2016	REIMB. 3/7/16	AIRFARE REIMB. FOR 2016 CMTA ANNUAL CONFERENCE	\$205.96
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$459.87
MEEKS, DANIEL	17201	03/21/2016	2/21, 2/28, 3/13	SPORTS OFFICIATING SERVICES-SOFTBALL	\$378.00
		03/21/2016	021116	SPORTS OFFICIATING SERVICES-SOFTBALL	
		03/21/2016	021816	SPORTS OFFICIATING SERVICES-SOFTBALL	
		03/21/2016	022516	SPORTS OFFICIATING SERVICES-SOFTBALL	
	17252	03/28/2016	031716	SPORTS OFFICIATING SERVICES-SOFTBALL	\$126.00
		03/28/2016	031016	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,764.00
MEISELMAN, ROBERT	227916	03/14/2016	R16-095131	AS REFUND-RABIES & S/N DEPOSITS	\$95.00
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$95.00
MENDOZA, RUBI	227833	03/07/2016	MVU 7008495-09	SOLAR INCENTIVE REBATE	\$6,387.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,387.00
MENEMSHA DEVELOPMENT GROUP, INC	227917	03/14/2016	BL#10752-YR2016	REFUND OF OVERPAYMENT FOR BL#10752	\$33.14
Remit to: TORRANCE, CA					<u>FYTD:</u> \$33.14
MENGISTU, YESHIALEM	17153	03/14/2016	FEB-2016	MILEAGE REIMBURSEMENT	\$166.32
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,146.25
MERCHANTS LANDSCAPE SERVICES INC	17154	03/14/2016	47214	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-FEB 2016	\$21,406.05
		03/14/2016	47213	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06 & 07-FEB 2016	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$232,137.54

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MEYERS, ROBERT	17202	03/21/2016	MAR-2016	INSTRUCTOR SERVICES-PHOTOGRAPHY CLASS	\$105.00
Remit to: MORENO VALLEY, CA					FYTD: \$549.00
MGT OF AMERICA, INC.	17203	03/21/2016	27917-R	CONSULTING SERVICES-STATE MANDATED COST CLAIM FILING (SB 90)	\$3,800.00
Remit to: TALLAHASSEE, FL					FYTD: \$9,800.00
MICHAEL BAKER INTERNATIONAL, INC	17204	03/21/2016	924641	CONSULTANT PLAN CHECK SVCS/PA13-0037 NANDINA LOGISTICS CTR	\$482.29
Remit to: LOS ANGELES, CA					FYTD: \$34,639.29
MICON CONSTRUCTION, INC.	17099	03/07/2016	7808-01	PLAYGROUND CLIMBER REPLACEMENT-CELEBRATION PARK	\$1,285.00
Remit to: PLACENTIA, CA					FYTD: \$81,713.16
MILLIMAN CERTIFIED BACKFLOW TESTING	227918	03/14/2016	BL#22005-YR2016	REFUND OF OVERPAYMENT FOR BL#22005	\$122.31
Remit to: MORENO VALLEY, CA					FYTD: \$122.31
MIRACLE RECREATION EQUIPMENT	17253	03/28/2016	772056	PLAYGROUND EQUIPMENT PARTS-BETHUNE PARK	\$22.24
Remit to: DALLAS, TX					FYTD: \$80,213.47
MONCRIEF, VAN	227989	03/21/2016	1302999	REFUND CLASS CANCELLED	\$61.00
Remit to: PERRIS, CA					FYTD: \$61.00
MOORE FENCE COMPANY	17205	03/21/2016	16-0097	FENCING INSTALLATION-REPAIR OF DAMAGED POSTS	\$4,566.78
Remit to: PERRIS, CA					FYTD: \$10,627.66

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MORENO VALLEY BALLET FOLKLORICO SCHOLARHIP ASSOC.	227930	03/14/2016	DONATION	2016 MVBFS CITY COUNCIL SPONSORSHIP	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY CHAMBER OF COMMERCE	227861	03/14/2016	5099	WAKE-UP MEETING ATTENDANCE-2/24/16	\$180.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,770.00
MORENO VALLEY CITY EMPLOYEES ASSOCIATION	17078	03/04/2016	2016-00000310	8710 - MVCEA EMPLOYEE DUES	\$1,212.00
	17174	03/18/2016	2016-00000325	8710 - MVCEA EMPLOYEE DUES	\$1,228.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$23,253.00
MORENO VALLEY MANAGEMENT ASSOCIATION	17101	03/07/2016	2016-00000302	8705 - MVMA EMPLOYEE DUES	\$528.00
	17206	03/21/2016	2016-00000316	8705 - MVMA EMPLOYEE DUES	\$528.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,740.00
MORENO VALLEY UTILITY	227862	03/14/2016	7013411-01/FEB16	ELECTRICITY-UTILITY FIELD OFFICE	\$88.10
Remit to: HEMET, CA					<u>FYTD:</u> \$771,637.57
MORENO, LAURA	228050	03/28/2016	1340763	CRC RENTAL REFUND DEPOSIT	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
MOUNTAIN VIEW COMMUNITY ASSOCIATION	227863	03/14/2016	MV1544	LEGAL SERVICES FOR SETTLEMENT OF CLAIM	\$15,800.00
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$15,800.00

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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>
MOVO HYDRO CO	227919	03/14/2016	BL#30551-YR2016	REFUND OF OVERPAYMENT FOR BL#30551	\$367.49
Remit to: LAGUNA HILLS, CA					<u>FYTD:</u> \$367.49
MUNOZ, ARIEL	228011	03/28/2016	12/2/15 TRAINING	REIMBURSEMENT-BATON & PEPPER SPRAY TRAINING	\$185.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$462.00
MUSICSTAR	227810	03/07/2016	FEB-2016	INSTRUCTOR SERVICES-PIANO FOR KIDS BEGINNER & INTERMED. CLASSES	\$405.00
	228012	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-PIANO FOR KIDS BEGINNER & INTERMED. CLASSES	\$432.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,997.80
N R WIRE WORKS	227920	03/14/2016	BL#24154-YR2016	REFUND OF OVERPAYMENT FOR BL#24154	\$62.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.00
NAMEKATA, DOUGLAS	227948	03/21/2016	MAR-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$351.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,767.00
NAMEKATA, JAMES	227949	03/21/2016	MAR-2016	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$351.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,767.00
NATIONWIDE RETIREMENT SOLUTIONS CP	17079	03/04/2016	2016-00000311	8020 - DEF COMP PST - NATIONWIDE	\$2,380.40
	17175	03/18/2016	2016-00000326	8020 - DEF COMP PST - NATIONWIDE	\$2,476.55
Remit to: COLUMBUS, OH					<u>FYTD:</u> \$648,657.56

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NBS GOVERNMENT FINANCE GROUP	17155	03/14/2016	2160021	2015 COMPREHENSIVE USER FEE STUDY	\$2,720.00
		03/14/2016	2160023	2015 COMPREHENSIVE USER FEE STUDY	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$3,030.00
NEW BEGINNINGS BETTER LIVING	227990	03/21/2016	REFUND	REFUND FOR PATTERSON/NAGEL CHARGED TWICE FOR FINGERPRINTING FEE	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
NEW DAWN ENTERPRISES	227921	03/14/2016	BL#24622-YR2016	REFUND OF OVERPAYMENT FOR BL#24622	\$97.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$97.11
NEW HORIZON MOBILE HOME PARK	17156	03/14/2016	JANUARY 2016	UUT REFUND FOR JAN 2016	\$6.34
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$51.26
NGO, HENRY QUANG	227966	03/21/2016	REIMB.-7/24/15	REIMB. REGISTRATION FEE FOR SUBDIVISION MAP ACT SEMINAR	\$250.00
Remit to: DOWNEY, CA					<u>FYTD:</u> \$250.00
NORMAN A. TRAUB ASSOCIATES	17102	03/07/2016	15191/15192	EXECUTIVE BACKGROUND-HR & COMM. SVCS. DIRECTOR	\$5,854.15
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$5,854.15
OPTIMA MARKETING USA DBA XSAT GLOBAL	227865	03/14/2016	11604	12 MONTH SERVICE RENEWAL FOR IRIDIUM SATELLITE PHONES	\$2,700.00
Remit to: HALLANDALE, FL					<u>FYTD:</u> \$5,400.00

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ORROCK, POPKA, FORTINO & BRISLIN	17207	03/21/2016	90-042M STMT 12	LEGAL SERVICES-CLAIM MV1506 (L. SPARKS)	\$7,384.21
		03/21/2016	90-039H STMT 15	LEGAL SERVICES-CLAIM MV1326 (M. MOSLEY)	
		03/21/2016	90-037M STMT 34	LEGAL SERVICES-CLAIM MV1310 (O. RODRIGUEZ)	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$51,402.56
PACIFIC AIRE	227922	03/14/2016	BL#13923-YR2016	REFUND OF OVERPAYMENT FOR BL#13923	\$121.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$121.00
PACIFIC ALARM SERVICE, INC	17103	03/07/2016	R118803	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-MAR16	\$244.00
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$2,196.00
PACIFIC TELEMAGEMENT SERVICES	17157	03/14/2016	821207	PAY PHONE SERVICES-APR16	\$250.56
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$2,912.76
PAINTING BY ZEB BODE	17208	03/21/2016	030216	PAINT MOVIE SCREEN ONTO WALL-CRC	\$5,184.00
	17255	03/28/2016	032316	EXTERIOR PAINTING OF SPLASH PAD-CELEBRATION PARK	\$3,950.00
Remit to: NORCO, CA					<u>FYTD:</u> \$53,967.00
PALACIOS, MARIO	227923	03/14/2016	MVU 7011206-07	SOLAR INCENTIVE REBATE	\$4,231.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,231.00
PARKER, LISA	227834	03/07/2016	1334426	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
PASTOR, STAN	227835	03/07/2016	MVU 7010930-06	SOLAR INCENTIVE REBATE	\$3,520.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,520.00

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PEDLEY SQUARE VETERINARY CLINIC	17256	03/28/2016	FEB-2016	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$10,059.67
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$113,269.88
PERERA, LUIS G	228051	03/28/2016	MVU 7010982-02	SOLAR INCENTIVE REBATE	\$3,965.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,965.40
PERS LONG TERM CARE PROGRAM	227811	03/07/2016	2016-00000303	4720 - PERS LONG TERM CARE	\$460.33
	227950	03/21/2016	2016-00000317	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					<u>FYTD:</u> \$8,746.27
PERS RETIREMENT	17223	03/11/2016	P160212a	PERS RETIREMENT - CLASSIC FINAL	\$2,852.83
	17224	03/11/2016	P160212b	PERS RETIREMENT - PEPRA FINAL	\$10,017.64
	17226	03/11/2016	P160226P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,110.30
	17227	03/18/2016	100000014714801	2016 RBF FOR RETIREES	\$80.84
	17228	03/25/2016	P160226a	PERS RETIREMENT - CLASSIC FINAL	\$1,826.38
	17229	03/25/2016	P160226b	PERS RETIREMENT - PEPRA FINAL	\$10,668.38
	17231	03/25/2016	P160311P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,188.41
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$5,218,752.64
PESANTEZ, KLEBER	227991	03/21/2016	MVU 7014011-02	SOLAR INCENTIVE REBATE	\$4,314.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,314.00
PETTY CASH - FINANCE	227967	03/21/2016	FEB 2016	PETTY CASH FUND REPLENISHMENT	\$715.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,648.73
PIMENTEL, AIDA	227992	03/21/2016	1336951	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00

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PITASSI ARCHITECTS, INC	17257	03/28/2016	4	CORP YARD - DESIGN SERVICES	\$3,007.10
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$38,463.42
PROFESSIONAL COMMUNICATIONS NETWORK PCN	227866	03/14/2016	151500392	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$558.00
	228013	03/28/2016	151600393	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$595.75
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,396.50

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PRUDENTIAL OVERALL SUPPLY	17104	03/07/2016	22199770	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	\$486.68
		03/07/2016	22199775	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/07/2016	22196208	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/07/2016	22207287	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/07/2016	22196212	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/07/2016	22199771	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/07/2016	22199769	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		03/07/2016	22196206	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/07/2016	22196205	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/07/2016	22196207	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		03/07/2016	22199776	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/07/2016	22207294	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	17158	03/14/2016	22203828	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	\$537.79
		03/14/2016	22210833	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/14/2016	22210829	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/14/2016	22196796	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/14/2016	22210831	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/14/2016	22210828	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/14/2016	22210832	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/14/2016	22210826	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/14/2016	22210827	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		03/14/2016	22203820	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/14/2016	22203823	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		03/14/2016	22196201	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		03/14/2016	22199768	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		03/14/2016	22203825	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/14/2016	22203822	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/14/2016	22210824	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/14/2016	22200351	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/14/2016	22204411	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/14/2016	22203829	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/14/2016	22203824	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/14/2016	22203827	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	17209	03/21/2016	22207286	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	\$327.65
		03/21/2016	22210822	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		03/21/2016	22214366	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/21/2016	22207302	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		03/21/2016	22211424	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/21/2016	22214369	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		03/21/2016	22207295	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/21/2016	22207289	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/21/2016	22214371	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/21/2016	22214374	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/21/2016	22214375	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/21/2016	22207285	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		03/21/2016	22203830	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		03/21/2016	22214370	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/21/2016	22214368	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/21/2016	22210834	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		03/21/2016	22203818	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		03/21/2016	22214373	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/21/2016	22199780	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	

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PRUDENTIAL OVERALL SUPPLY	17258	03/28/2016	22203819	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	\$306.18	
		03/28/2016	22214367	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF		
		03/28/2016	22203821	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF		
		03/28/2016	22210830	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF		
		03/28/2016	22214365	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF		
		03/28/2016	22210825	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF		
		03/28/2016	22214372	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF		
		03/28/2016	22210823	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF		
		03/28/2016	22203826	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF		
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$6,944.80	
PRUITT, CHERYL	17210	03/21/2016	MAR-2016	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$318.60	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,375.80	
PSOMAS	17105	03/07/2016	115644	PROF. SVCS-KITCHING ST ELECTRICAL SUBSTATION & SWITCHYARD-JAN16	\$4,740.32	
		17159	03/14/2016	115641	CONSULTANT - CORP YARD	\$6,480.50
		17259	03/28/2016	115840	CORPORATE YARD - SURVEY SERVICES	\$1,350.00
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$71,698.52	
QUICKSTART INTELLIGENCE, INC.	17260	03/28/2016	IN-PO-45708.1	STAFF TRAINING-INTRO TO JAVASCRIPT (D. LIENHARD 2/17-2/20/16)	\$5,685.00	
		03/28/2016	IN-PO-45714.1	STAFF TRAINING-INTRO TO JAVASCRIPT (K. KRUEGER 2/17-2/20/16)		
		03/28/2016	IN-PO-45707.1	STAFF TRAINING-INTRO TO JAVASCRIPT (J. NOLLAR 2/17-2/20/16)		
Remit to: AUSTIN, TX					<b>FYTD:</b> \$5,685.00	
QUINONEZ, MITCHELL	228014	03/28/2016	3/9-3/11/16	MILEAGE REIMBURSEMENT-CPRS CONFERENCE	\$147.53	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$147.53	

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RAMOS, ROBERTO	17261	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$700.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,489.40
RANCHO BELAGO DANCE COMPANY	17211	03/21/2016	MAR-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$336.00
		03/21/2016	FEB-2016	INSTRUCTOR SERVICES-DANCE CLASSES	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,322.00
RANDLE-JOHNSON, TASHIA	228052	03/28/2016	1341312	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
RCCD FOUNDATION	228033	03/28/2016	FO 15/16 063	REGISTRATION FEE-MV COLLEGE CESAR CHAVEZ SCHOLARSHP BREAKFAST FOR 3	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,075.00
REDBOX AUTOMATED RETAIL, INC	227993	03/21/2016	BL#REDBOX-YR2016	REFUND OF OVERPAYMENT FOR BL#REDBOX	\$471.36
Remit to: VILLA PARK, IL					<u>FYTD:</u> \$471.36
REINERTSON, ADRIA	227823	03/07/2016	3/13-3/18/16	TRAVEL PER DIEM & MILEAGE-CFPI ANNUAL FIRE PREV. WORKSHOP	\$551.16
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$551.16
REPLANET, LLC	227994	03/21/2016	BL#25830-YR2016	REFUND OF OVERPAYMENT FOR BL#25830	\$86.22
Remit to: ONTARIO, CA					<u>FYTD:</u> \$86.22

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	17212	03/21/2016	11798676	LINENS RENTAL FOR CRC BALLROOM	\$169.06
		03/21/2016	S528046	LINENS RENTAL FOR CRC SPECIAL EVENTS	
		03/21/2016	S526495	LINENS RENTAL FOR CRC SPECIAL EVENTS	
		03/21/2016	11803064	LINENS RENTAL FOR CRC BALLROOM	
		03/21/2016	11793010	LINENS RENTAL FOR CRC BALLROOM	
		03/21/2016	S529915	LINENS RENTAL FOR CRC SPECIAL EVENTS	
	17262	03/28/2016	11808094	LINENS RENTAL FOR CRC BALLROOM	\$44.00
		03/28/2016	11772985	LINENS RENTAL FOR CRC BALLROOM	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$1,543.34
REYES, MARTHA	227995	03/21/2016	1339008	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$200.00
RHA LANDSCAPE ARCHITECTS- PLANNERS	227951	03/21/2016	0216045	SHADOW MTN PARK PLAYGROUND PROJ. DESIGN-FEB16	\$2,932.68
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$9,516.87
RICK ENGINEERING COMPANY	17160	03/14/2016	47273	CONSULTANT - RECHE VISTA	\$3,702.50
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$68,540.00
RIGHTWAY SITE SERVICES, INC.	227867	03/14/2016	119999	PORTABLE RESTROOM RENTAL-PSB CARWASH AREA-FEB16	\$113.90
	228015	03/28/2016	120676	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL	\$786.59
		03/28/2016	120674	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		03/28/2016	123044	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	
		03/28/2016	119409	CRACKED ROOF REPAIRS-EQUESTRIAN CENTER RESTROOM	
		03/28/2016	120675	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$7,136.99

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



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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>
RIVERSIDE AREA RAPE CRISIS CENTER	227952	03/21/2016	OCT 2015	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,953.99
		03/21/2016	DEC 2015	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
		03/21/2016	NOV 2015	CDBG REIMBURSEMENT-CHILD ABUSE PREVENTION PROGRAM	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,940.00
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	227869	03/14/2016	HS0000005107	FRA-RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
		228016	03/28/2016	HS0000005144	FRA-RABIES TESTING @ PUBLIC HEALTH LAB
Remit to: Riverside, CA					<u>FYTD:</u> \$577.00
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	228017	03/28/2016	9990170000-1602	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-FEB16	\$18.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,050.50
RIVERSIDE COUNTY OFFICE OF EDUCATION	227889	03/14/2016	03092016	REGISTRATION-RIV CTY STATE OF EDUC ADDRESS/LUNCHEON FOR 2 COUNCIL MEMBERS	\$104.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$229.00
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	227812	03/07/2016	2016-00000304	1015 - GARNISHMENT - CREDITOR %	\$400.00
		227953	03/21/2016	2016-00000318	1015 - GARNISHMENT - CREDITOR %
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$10,143.49
RIVERSIDE MEDICAL CLINIC	228018	03/28/2016	02232016	PRE-EMPLOYMENT DRUG SCREENING	\$30.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$30.00

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ROGAN, SHARON	227924	03/14/2016	MVU 7009893-04	SOLAR INCENTIVE REBATE	\$4,930.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,930.00
ROGER T Y CHENG, MD	227996	03/21/2016	BL#01448-YR2016	REFUND OF OVERPAYMENT FOR BL#01448	\$98.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$98.20
SAFEWAY SIGN CO.	17161	03/14/2016	5838	TRAFFIC SIGN SUPPLIES	\$513.00
Remit to: ADELANTO, CA					<u>FYTD:</u> \$42,827.51

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



# City of Moreno Valley Payment Register

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	17106	03/07/2016	82846	FIRE EXTINGUISHER SERVICE-CITY HALL	\$1,393.80
		03/07/2016	82862	FIRE EXTINGUISHER SERVICE-MFPCC	
		03/07/2016	82869	FIRE EXTINGUISHER SERVICE-FIRE STATION #65	
		03/07/2016	82859	FIRE EXTINGUISHER SERVICE-UTILITY FIELD OFFICE (UFO)	
		03/07/2016	82868	FIRE EXTINGUISHER SERVICE-FIRE STATION #99	
		03/07/2016	82854	FIRE EXTINGUISHER SERVICE-PRO SHOP	
		03/07/2016	82863	FIRE EXTINGUISHER SERVICE-HOBBY SHOP	
		03/07/2016	82853	FIRE EXTINGUISHER SERVICE-ERC	
		03/07/2016	82855	FIRE EXTINGUISHER SERVICE-SENIOR CTR	
		03/07/2016	82842	FIRE EXTINGUISHER SERVICE-ANNEX 1	
		03/07/2016	82845	FIRE EXTINGUISHER SERVICE-ESA ANNEX	
		03/07/2016	82867	FIRE EXTINGUISHER SERVICE-CITY YARD	
		03/07/2016	82844	FIRE EXTINGUISHER SERVICE-TS ANNEX	
		03/07/2016	82864	FIRE EXTINGUISHER SERVICE-MARCH ANNEX	
		03/07/2016	82857	FIRE EXTINGUISHER SERVICE-FIRE STATION #48	
		03/07/2016	82847	FIRE EXTINGUISHER SERVICE-CRC	
		03/07/2016	82861	FIRE EXTINGUISHER SERVICE-LIBRARY	
		03/07/2016	82860	FIRE EXTINGUISHER SERVICE-FIRE STATION #58	
		03/07/2016	82848	FIRE EXTINGUISHER SERVICE-EOC	
		03/07/2016	82849	FIRE EXTINGUISHER SERVICE-PSB	
		03/07/2016	82850	FIRE EXTINGUISHER SERVICE-TOWNGATE COMM CTR	
		03/07/2016	82851	FIRE EXTINGUISHER SERVICE-ANIMAL SHELTER	
		03/07/2016	82852	FIRE EXTINGUISHER SERVICE-FIRE STATION #6	
		03/07/2016	82865	FIRE EXTINGUISHER SERVICE-RAINBOW RIDGE CC	
		03/07/2016	82858	FIRE EXTINGUISHER SERVICE-SUNNYMEAD M/S (ASES)	
		03/07/2016	82866	FIRE EXTINGUISHER SERVICE-FIRE STATION #91	
		03/07/2016	82856	FIRE EXTINGUISHER SERVICE-FIRE STATION #2	

Remit to: SAN BERNARDINO, CA

FYTD: \$6,213.04

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SANTANA, EDUARDO	228053	03/28/2016	MVU 7008227-02	SOLAR INCENTIVE REBATE	\$6,284.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,284.00
SANTOS, MARGARITA	228054	03/28/2016	R16-095056	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
SCHIEFELBEIN, LORI C.	227870	03/14/2016	FEB 2016	CONSULTANT SVCS-ROTATIONAL TOW PROGRAM	\$852.50
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$12,251.25
SCHROER MFG. COMPANY DBA SHOR-LINE	227871	03/14/2016	456026	KENNEL DIVIDER/GUILLOTINE DOOR REPAIR PARTS	\$1,507.47
Remit to: KANSAS CITY, KS					<u>FYTD:</u> \$34,455.63
SECTRAN SECURITY, INC	227954	03/21/2016	16030736	ARMORED TRANSPORT SERVICES-MAR16	\$463.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,279.50
SECURITY LOCK & KEY	17213	03/21/2016	27628	NEW LOCKSET-GATEWAY PARK	\$264.04
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$4,477.15
SIEMENS INDUSTRY, INC	227925	03/14/2016	BL#16686-YR2016	REFUND OF OVERPAYMENT FOR BL#16686	\$77.61
Remit to: NORA, IN					<u>FYTD:</u> \$77.61
SIGNS BY TOMORROW	227813	03/07/2016	17173	PUBLIC HEARING SIGN POSTINGS FOR CC & PC MEETINGS	\$486.00
		03/07/2016	17267	PUBLIC HEARING SIGN POSTINGS FOR CC & PC MEETINGS	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$5,364.26

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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>
SKECHERS	227836	03/07/2016	MVU 7013669-02	PBI SOLAR INCENTIVE REBATE	\$4,813.91
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$4,813.91
SKY PUBLISHING	17107	03/07/2016	16-1_125	YOUR VILLA 1/2 PAGE PUBLIC SAFETY EXPO AD (1/28-1/31/16)	\$850.00
	17263	03/28/2016	16-2_96	YOUR VILLA MAGAZINE FULL PAGE AD-HOUSEHOLD HAZARDOUS WASTE	\$1,600.00
		03/28/2016	16-2_130	YOUR VILLA MAGAZINE 1/2 PAGE AD-MULCH EVENT FLYER	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38,546.22
SKY TRAILS MOBILE VILLAGE	17162	03/14/2016	JANUARY 2016	UUT REFUND FOR JAN 2016	\$53.37
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$464.11
SOCO GROUP, INC	17264	03/28/2016	0260797-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$13,731.41
		03/28/2016	0259463-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0257609-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0256833-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0255670-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0254943-in	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0253870-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/28/2016	0258852-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: PERRIS, CA					<u>FYTD:</u> \$188,717.88

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SOLARCITY CORPORATION	228055	03/28/2016	B1401876/1403203	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228056	03/28/2016	B1500276/1500659	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228057	03/28/2016	B1500994/1502041	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228058	03/28/2016	B1401452/1401698	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228059	03/28/2016	B1401768/1401772	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228060	03/28/2016	B1403272/1500191	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228061	03/28/2016	B1500257/1501388	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228062	03/28/2016	B1502033/1502856	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$267.52
	228063	03/28/2016	B1502948	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$133.76
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$267.52
SOSA, HUGO	17265	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$388.80
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$2,281.92
SOUTH COAST AIR QUALITY MGMT DISTRICT	227968	03/21/2016	PERMIT FEES	PSB PERMIT FOR AC UNITS/RULES 1415 & 1415.1 REGISTRATION FEE	\$132.72
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$3,125.30

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SOUTHERN CALIFORNIA EDISON 1	227814	03/07/2016	FEB-16 3/7/16	ELECTRICITY CHARGES	\$5,607.41
	227872	03/14/2016	587-9520/FEB-16	ELECTRICITY-FERC CHARGES/MVU	\$23,794.72
		03/14/2016	721-3449/FEB-16	IFA CHARGES-SUBSTATION	
		03/14/2016	FEB-16 3/14/16	ELECTRICITY CHARGES	
		03/14/2016	707-6081/FEB-16	ELECTRICITY CHARGES	
	227873	03/14/2016	7500644693	RELIABILITY SERVICE-DLAP_SCE_SEES_HV-NOV15	\$2,606.68
	228019	03/28/2016	MAR-16 3/28/16	ELECTRICITY CHARGES	\$22,589.61
		03/28/2016	FEB-16 3/28/16	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$2,413,280.53
SOUTHERN CALIFORNIA GAS CO.	227956	03/21/2016	FEB-2016	GAS CHARGES	\$7,564.64
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$93,439.27
SOUTHWEST HEALTHCARE SYSTEM	227874	03/14/2016	MV003	STANDARD REPORTING SART EXAM	\$1,800.00
Remit to: WILDOMAR, CA					<u>FYTD:</u> \$2,700.00
SPARKLETTS	17163	03/14/2016	10050036 030216	BOTTLED WATER SVC./COOLER RENTAL-EOC/ERF	\$4.50
	17214	03/21/2016	7364596 030216	BOTTLED WATER SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$98.58
		03/21/2016	7363683 030216	BOTTLED WATER SVC.-ARMADA ELEMENTARY "A CHILD'S PLACE"	
		03/21/2016	7364551 022316	BOTTLED WATER SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,276.11
SPRINT	17164	03/14/2016	634235346-066	CELLULAR PHONE SVC-PD SET UNIT	\$57.85
	227875	03/14/2016	LCI-250247	CELLULAR TECH EXTRACTION & LOCATOR SVC	\$60.00
		03/14/2016	LCI-250196	CELLULAR TECH EXTRACTION & LOCATOR SVC	
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$728.37

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SPRINT SPECTRUM, LP	228064	03/28/2016	BL#09485-YR2016	REFUND OF OVERPAYMENT FOR BL#09485	\$67.56
Remit to: OVERLAND PARK, KS					<u>FYTD:</u> \$67.56
STANDARD INSURANCE CO	17108	03/07/2016	160301a	LIFE & DISABILITY INSURANCE	\$20,999.69
	227815	03/07/2016	160301	SUPPLEMENTAL INSURANCE	\$1,223.27
Remit to: PORTLAND, OR					<u>FYTD:</u> \$247,766.41
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	17109	03/07/2016	13165375	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$186.17
	17165	03/14/2016	13188094	SECURITY SYSTEM SERVICE CALL-CITY YARD/REPLACED WATER-DMGD POPIT	\$488.75
		03/14/2016	13064423	SECURITY SYSTEM SERVICE CALL-ANIMAL SHELTER/ADJ. BYPASSED POINTS	
		03/14/2016	13198379	SECURITY SYSTEM SERVICE CALL-CITY HALL/PANIC BUTTON REPAIR	
	17266	03/28/2016	13259977	ALARM SYSTEM MONITORING SERVICES-SUNNYMEAD MIDDLE SCHOOL/APR-JUN16	\$159.00
Remit to: PALATINE, IL					<u>FYTD:</u> \$36,029.30
STARLITE MANAGEMENT III, LP	227997	03/21/2016	BL#21797-YR2016	REFUND OF OVERPAYMENT FOR BL#21797	\$62.00
Remit to: EL MONTE, CA					<u>FYTD:</u> \$62.00
STATE BOARD OF EQUALIZATION 1	17222	03/23/2016	022916	SALES & USE TAX REPORT FOR 2/1-2/29/16	\$2,462.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$22,138.32
STATE CONTROLLER'S OFFICE	228020	03/28/2016	FAUD-00000322	ANNUAL STREET REPORT-FY 2014/15	\$2,222.32
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$2,222.32

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STATE DISBURSEMENT UNIT	17080	03/04/2016	2016-00000312	1005 - GARNISHMENT - CHILD SUPPORT	\$3,771.45
	17176	03/18/2016	2016-00000327	1005 - GARNISHMENT - CHILD SUPPORT	\$3,863.76
Remit to: WEST SACRAMENTO, CA					<b>FYTD:</b> \$60,234.63
STATE FIRE TRAINING	227969	03/21/2016	ID NO. 20045905	CERTIFICATION APPLICATION FEE-SAMUEL LASHLEY	\$65.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$195.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	227816	03/07/2016	146066 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-JAN16	\$480.00
	227876	03/07/2016	146066 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-JAN16	
		03/14/2016	150450	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JAN 2016	\$2,283.00
		03/14/2016	133607	LIVE SCAN FINGERPRINTING APPS FOR PD-SEP 2015 REBILLS	
		03/14/2016	151378	LIVE SCAN FINGERPRINTING APPS FOR PD-FEB 2016	
	227957	03/21/2016	155912	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-FEB 2016	\$770.00
	228021	03/28/2016	151549 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-FEB16	\$864.00
		03/28/2016	151549 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-FEB16	
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$33,128.00
STATE WATER RESOURCES CONTROL BOARD	228022	03/28/2016	470230	CYCLE 2 PAVEMENT RESURFACING-ENVIRONMENTAL FEE	\$878.00
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$1,391.00
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	17274	03/29/2016	DEC-2015	INTERIM CITY ATTORNEY LEGAL SERVICES 12/1-12/31/15	\$20,075.00
Remit to: RANCHO MIRAGE, CA					<b>FYTD:</b> \$210,583.00

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STEVE'S LANDSCAPING & WEED ABATEMENT	227926	03/14/2016	BL#16234-YR2016	REFUND OF OVERPAYMENT FOR BL#16234	\$67.50
Remit to: MORENO VALLEY, CA					FYTD: \$67.50
STEVE'S VALLEY NURSERY	228065	03/28/2016	BL#27108-YR2016	REFUND OF OVERPAYMENT FOR BL#27108	\$86.69
Remit to: MORENO VALLEY, CA					FYTD: \$86.69
STILES ANIMAL REMOVAL, INC.	227877	03/14/2016	103331	DECEASED ANIMAL REMOVAL SVC	\$150.00
Remit to: GUAСТИ, CA					FYTD: \$1,950.00
STRADLING, YOCCA, CARLSON & RAUTH	17267	03/28/2016	302910-0032	LEGAL SERVICES-NSP 3 REDEVELOPMENT & DAY/ALESSANDRO PROJ.-NOV15	\$11,694.10
		03/28/2016	304469-0031	LEGAL SERVICES-HOUSING AUTHORITY (DAY & ALESSANDRO)-JAN16	
		03/28/2016	304474-0002	LEGAL SERVICES-HOUSING AUTHORITY (GENERAL)-JAN16	
		03/28/2016	305548-0002	LEGAL SERVICES-HOUSING AUTHORITY (DAY & ALESSANDRO)-FEB16	
Remit to: NEWPORT BEACH, CA					FYTD: \$83,007.28

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SUNNYMEAD ACE HARDWARE	227878	03/14/2016	65447	MISC. SUPPLIES FOR PD	\$494.03
		03/14/2016	65511	MISC. SUPPLIES FOR PD	
		03/14/2016	63262	MISC. SUPPLIES FOR PD	
		03/14/2016	63099	MISC. SUPPLIES FOR PD	
		03/14/2016	65314	MISC. SUPPLIES FOR FS#6	
		03/14/2016	63170	CREDIT FOR RETURNED ITEMS (INV#630399)	
		03/14/2016	65399	MISC. SUPPLIES FOR PD	
	228023	03/14/2016	63184	MISC. SUPPLIES FOR PD	\$160.69
		03/28/2016	65257	MISC. SUPPLIES FOR FIRE STATION	
		03/28/2016	65645	MISC. SUPPLIES FOR PD	
		03/28/2016	65684	MISC. SUPPLIES FOR FIRE STATION	
		03/28/2016	65835	MISC. SUPPLIES FOR FIRE STATION	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$2,156.93</b>
TAYLOR, MATTHEW JAMES	227958	03/21/2016	030216	SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL	\$72.00
		03/21/2016	022416	SPORTS OFFICIATING SERVICES-WINTER YOUTH BASKETBALL	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$480.00</b>
TENORIO, LIZETTE	227998	03/21/2016	1339017	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$200.00</b>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	17110	03/07/2016	2016-00000305	4511 - FSA - MED CARE REIMB	\$6,431.26
		03/07/2016	91163	FLEX & COBRA ADMIN FEES-FEB16	
	17215	03/21/2016	2016-00000319	4511 - FSA - MED CARE REIMB	\$5,063.01
Remit to: TEMECULA, CA					<b>FYTD: \$475,821.90</b>
THE FIBAR GROUP, LLC	227817	03/07/2016	0029658-IN	ENGINEERED WOOD FIBER FOR MARCH FIELD PARK PROJ.	\$9,796.75
Remit to: ARMONK, NY					<b>FYTD: \$24,168.87</b>

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)





City of Moreno Valley  
Payment Register  
For Period 3/1/2016 through 3/31/2016

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>
THERMAL COMBUSTION INNOVATORS	227818	03/07/2016	145753	HAZARDOUS MATERIAL PICK-UP SVCS-JUL15	\$668.84
		03/07/2016	153147	HAZARDOUS MATERIAL PICK-UP SVCS-JAN16	
		03/07/2016	150104	HAZARDOUS MATERIAL PICK-UP SVCS-OCT15	
		03/07/2016	155111	HAZARDOUS MATERIAL PICK-UP SVCS-FEB16	
		03/07/2016	152245	HAZARDOUS MATERIAL PICK-UP SVCS-DEC15	
		03/07/2016	146800	HAZARDOUS MATERIAL PICK-UP SVCS-AUG15	
		03/07/2016	148992	HAZARDOUS MATERIAL PICK-UP SVCS-SEPT15	
		03/07/2016	150942	HAZARDOUS MATERIAL PICK-UP SVCS-NOV15	
Remit to: COLTON, CA					<u>FYTD:</u> \$756.97
THERMAL-COOL, INC.	227959	03/21/2016	WO-8462	HVAC REPAIRS-CITY HALL	\$150.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$76,224.12
THOMPSON COBURN LLP	17111	03/07/2016	3150674	LEGAL SERVICES-MVU-RELIABILITY STANDARD COMPLIANCE-JAN16	\$19.15
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$10,831.76
THOMSON REUTERS-WEST PUBLISHING CORP.	227879	03/14/2016	833294184	LEGAL LIBRARY UPDATES (MINUS CREDITS/CONF#343954959 & #343963776)	\$3,518.70
	228024	03/28/2016	833588778	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-FEB16	\$904.78
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$12,708.96
TIME FOR CHANGE FOUNDATION	17268	03/28/2016	DRAW NO. 3-DEC15	COMMUNITY HOMELESS SOLUTIONS PROGRAM	\$2,442.90
		03/28/2016	DRAW NO. 4-JAN16	COMMUNITY HOMELESS SOLUTIONS PROGRAM	
		03/28/2016	DRAW NO. 5-FEB16	COMMUNITY HOMELESS SOLUTIONS PROGRAM	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$8,207.39

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2016 through 3/31/2016

**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>
TORRES, ELIZABETH	228066	03/28/2016	MVU 7012208-02	SOLAR INCENTIVE REBATE	\$3,316.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,316.00
TOTAL COMFORT, INC.	228067	03/28/2016	B1600291	REFUND 80% PERMIT FEES LESS ISSUANCE FEE-PROJECT CANCELLED	\$146.32
Remit to: CORONA, CA					<u>FYTD:</u> \$146.32
TRICHE, TARA	17269	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,909.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$17,659.80
TUKES, JOSHUA	17270	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASSES	\$52.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,192.80
TURNER, ERICKA	228068	03/28/2016	1341957	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
TWINING LABORATORIES OF SO. CALIFORNIA	228025	03/28/2016	60876	GEOTECHNICAL & MATERIAL TESTING SERVICES	\$840.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$42,227.00
U.S. HEALTHWORKS MEDICAL GROUP	17113	03/07/2016	2828600-CA	PRE-EMPLOYMENT PHYSICAL EXAM & DRUG SCREENING	\$359.00
	17217	03/21/2016	2867165-CA	PRE-EMPLOYMENT PHYSICAL EXAM & DRUG SCREENING	\$379.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$10,259.26
U.S. POSTAL SERVICE	227890	03/14/2016	PRMT656 2/20/16	PERMIT 656 RENEWAL FEES	\$450.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$37,329.82

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2016 through 3/31/2016

**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>
U-HAUL CO OF CALIFORNIA	227927	03/14/2016	BL#10471-YR2016	REFUND OF OVERPAYMENT FOR BL#10471	\$92.12
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$92.12
ULTRASERV AUTOMATED SERVICES, LLC	227880	03/14/2016	3590:033976	COFFEE SVC. SUPPLIES-ANNEX #1	\$763.80
		03/14/2016	3590:033986	COFFEE SVC. SUPPLIES-ANIMAL SHELTER	
		03/14/2016	3590:033498	COFFEE SVC. SUPPLIES-CITY HALL/CITY CLERK LOCATION	
		03/14/2016	3590:033500	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
		03/14/2016	3590:032674	COFFEE SVC. SUPPLIES-ANIMAL SHELTER	
	227960	03/21/2016	3590:033981	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$304.29
		03/21/2016	3590:034770	COFFEE SVC. SUPPLIES-CITY HALL	
		03/21/2016	3590:033988	COFFEE SVC. SUPPLIES-CITY YARD	
		03/21/2016	3590:034768	COFFEE SVC. SUPPLIES-ANNEX #1	
	228026	03/28/2016	3590:032288	COFFEE SVC. SUPPLIES-SENIOR CENTER (SENIORS)	\$960.00
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$25,414.39
UNDERGROUND SERVICE ALERT	17167	03/14/2016	120160454 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN16	\$294.00
		03/14/2016	120160454 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN16	
		03/14/2016	120160454 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN16	
		03/14/2016	120160454 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN16	
Remit to: CORONA, CA					<u>FYTD:</u> \$2,748.00
UNION BANK OF CALIFORNIA 1	228027	03/28/2016	969942	INVESTMENT CUSTODIAL SERVICES-FEB16	\$364.67
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$5,256.38
UNITED ROTARY BRUSH CORP	17114	03/07/2016	289206	STREET SWEEPER BROOM KITS/RECONDITIONING-NET OF 2.5% DISCOUNT	\$1,175.88
	17275	03/29/2016	289508	STREET SWEEPER BROOM KITS/RECONDITIONING-NET OF 2.5% DISCOUNT	\$663.46
Remit to: KANSAS CITY. MO					<u>FYTD:</u> \$31,802.31

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2016 through 3/31/2016

**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>
UNITED SITE SERVICES OF CA, INC.	17218	03/21/2016	114-3789949	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: EL MONTE, CA					<b>FYTD:</b> \$7,062.66
URRUTIA, DIALENA	17271	03/28/2016	MAR-2016	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS	\$162.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$951.00
VEHICLE REGISTRATION COLLECTIONS	227819	03/07/2016	2016-00000306	1015 - GARNISHMENT - CREDITOR %	\$116.06
	227961	03/21/2016	2016-00000320	1015 - GARNISHMENT - CREDITOR %	\$76.82
Remit to: RANCHO CORDOVA, CA					<b>FYTD:</b> \$866.93
VERENGO, INC.	228069	03/28/2016	B1502425/1502426	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$280.08
	228070	03/28/2016	B1503357	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$266.06
	228071	03/28/2016	B1502510/1502511	REFUND 80% PERMIT FEES LESS ISSUANCE FEES-PROJECT CANCELLED	\$280.08
Remit to: TORRANCE, CA					<b>FYTD:</b> \$280.08
VERIZON	227881	03/14/2016	EQN6913105-16059	BACKBONE COMMUNICATION SERVICE 2/28-3/27/16	\$1,986.72
Remit to: TRENTON, NJ					<b>FYTD:</b> \$15,809.74
VERIZON CALIFORNIA	227962	03/21/2016	951UH27052-MAR16	PHONE CHARGES-ERC	\$678.72
	228028	03/28/2016	1258220327-MAR16	FIOS SERVICES FOR FIRE STATION 99	\$121.91
Remit to: DALLAS, TX					<b>FYTD:</b> \$8,954.84
VERIZON WIRELESS	227882	03/14/2016	9760332882	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$166.50
Remit to: DALLAS, TX					<b>FYTD:</b> \$1,321.05

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



City of Moreno Valley  
Payment Register  
For Period 3/1/2016 through 3/31/2016

**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>
VICKERS, JASON	227891	03/14/2016	3/21-3/24/16	TRAVEL PER DIEM-CNOA UNDERCOVER OPERATIONS TRAINING	\$204.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$204.00
VISION INSTALLATION	227928	03/14/2016	BL#28665-YR2016	REFUND OF OVERPAYMENT FOR BL#28665	\$82.03
Remit to: OREM, UT					<u>FYTD:</u> \$82.03
VISION SERVICE PLAN	17115	03/07/2016	160301	EMPLOYEE VISION INSURANCE	\$4,053.33
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$35,977.33
VOYA INSURANCE AND ANNUITY COMPANY	227963	03/21/2016	2016-00000321	8792 - VOYA (FORMERLY ING) - EMPLOYEE	\$325.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$2,925.00
VOYAGER FLEET SYSTEM, INC.	17169	03/14/2016	869336602609	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,207.38
	17170	03/14/2016	869211615609	CNG FUEL PURCHASES	\$1,822.20
Remit to: HOUSTON, TX					<u>FYTD:</u> \$31,364.19

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2016 through 3/31/2016

**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>
VULCAN MATERIALS CO, INC.	17219	03/21/2016	71050079	ASPHALTIC MATERIALS	\$3,151.86
		03/21/2016	71047228	ASPHALTIC MATERIALS	
		03/21/2016	71059212	ASPHALTIC MATERIALS	
		03/21/2016	71031302	ASPHALTIC MATERIALS	
		03/21/2016	71050080	ASPHALTIC MATERIALS	
		03/21/2016	71033222	ASPHALTIC MATERIALS	
		03/21/2016	71061293	ASPHALTIC MATERIALS	
		03/21/2016	71059213	ASPHALTIC MATERIALS	
		03/21/2016	71065212	ASPHALTIC MATERIALS	
		03/21/2016	71065213	ASPHALTIC MATERIALS	
		03/21/2016	71029345	ASPHALTIC MATERIALS	
		03/21/2016	71067206	ASPHALTIC MATERIALS	
		03/21/2016	71052115	ASPHALTIC MATERIALS	
			17272	03/28/2016	
03/28/2016	71054103			ASPHALTIC MATERIALS	
03/28/2016	71071201			ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$34,475.18
WASHINGTON , ALLISON	227837	03/07/2016	R15-091981	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
WESTERN MUNICIPAL WATER DISTRICT	228029	03/28/2016	23821-018257/FB6	WATER CHARGES-MFPCC LANDSCAPE	\$1,591.14
		03/28/2016	23821-018258/FB6	WATER CHARGES-MFPCC BLDG. 938	
		03/28/2016	24753-018620/FB6	WATER CHARGES-MARB BALLFIELDS	
		03/28/2016	23866-018292/FB6	WATER CHARGES-SKATE PARK	
Remit to: ARTESIA, CA					<b>FYTD:</b> \$20,831.16

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



**City of Moreno Valley**  
**Payment Register**  
 For Period 3/1/2016 through 3/31/2016

**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>
WILLDAN FINANCIAL SERVICES	17220	03/21/2016	010-30438	PREPARATION OF BOUNDARY MAPS FOR CFD CONVERSION	\$1,800.00
		03/21/2016	010-30439	PREPARATION OF BOUNDARY MAPS FOR CFD CONVERSION	
	17273	03/28/2016	010-30394	CONTINUING BOND DISCLOSURE SVCS	\$2,850.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$62,029.00
WILLIS, ROBERT H	227964	03/21/2016	021116	SPORTS OFFICIATING SERVICES-SOFTBALL	\$252.00
		03/21/2016	022516 / 030316	SPORTS OFFICIATING SERVICES-SOFTBALL	
		03/21/2016	021816	SPORTS OFFICIATING SERVICES-SOFTBALL	
	228030	03/28/2016	031716	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,974.00
WRCRCA	227883	03/14/2016	FEB-2016 MSHCP	MSHCP FEES COLLECTED FOR FEB. 2016-RESIDENTIAL & COMMERCIAL	\$14,145.70
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$720,157.47
X O COMMUNICATION SERVICES, LLC	227929	03/14/2016	BL#14176-YR2016	REFUND OF OVERPAYMENT FOR BL#14176	\$74.27
Remit to: HERNDON, VA					<u>FYTD:</u> \$74.27
XEROX CAPITAL SERVICES, LLC	17116	03/07/2016	083636460	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-MAR16	\$1,083.97
		03/07/2016	083636461	COPIER LEASE FOR GRAPHICS DEPT.-MAR16	
	17221	03/21/2016	083763141	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-FEB16	\$1,777.56
		03/21/2016	083636462	COPIER LEASE FOR PARKS DEPT.-FEB16	
Remit to: PASADENA, CA					<u>FYTD:</u> \$24,707.50
<b>TOTAL CHECKS UNDER \$25,000</b>					<b>\$1,088,691.73</b>
<b>GRAND TOTAL</b>					<b>\$12,141,054.73</b>

Attachment: March 2016 Payment Register (2005 : PAYMENT REGISTER - MARCH 2016)



## Report to City Council

**TO:** Mayor and City Council

**FROM:** Leslie Keane, Interim City Clerk

**AGENDA DATE:** June 7, 2016

**TITLE:** REPORTS ON REIMBURSEABLE ACTIVITIES APRIL 22, 2016 - MAY 26, 2016

### RECOMMENDED ACTION

**Recommendation:**

1. Receive and file the Reports on Reimbursable Activities for the period of April 22, 2016 - May 26, 2016.

<i>Reports on Reimbursable Activities April 22, 2016 - May 26, 2016</i>			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	4/26/16	Annual Recognition Awards and Arts Gala	\$125.00
	4/28/16	38 <sup>th</sup> Annual Law Enforcement Awards Appreciation Dinner and Ceremony	\$75.00
	4/29/16	We Remember: A Night for Veterans	\$75.00
	5/9/16	The League of California Cities, Riverside County Division General Meeting	\$40.00
	5/10/16	2016 Celebrating Educators Luncheon	\$55.00
	5/26/16	BIA Riverside County Chapter Event	\$65.00
Dr. Yxstian A. Gutierrez	4/25/16	Riverside County School Board Association Spring	\$65.00



		Conference	
	5/6/16	2016 Student of the Year - Moreno Valley Chamber of Commerce	\$25.00
George E. Price	4/27/16	Wake-Up Moreno Valley	\$20.00
	5/25/16	Wake-Up Moreno Valley	\$20.00
Jesse L. Molina	4/27/16	Wake-Up Moreno Valley	\$20.00
	5/3/16	Adelante	\$15.00
D. LaDonna Jempson	4/25/16	Riverside County School Board Association Spring Conference	\$65.00
	5/6/16	Be Great Awards	\$50.00
	5/6/16	2016 Student of the Year - Moreno Valley Chamber of Commerce	\$25.00

**NOTIFICATION**

Publication of Agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
 Angel Migao  
 Acting Executive Assistant to Mayor/City Council

Department Head Approval:  
 Leslie Keane  
 Interim City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval      ✓ Approved  
 City Attorney Approval      ✓ Approved  
 City Manager Approval      ✓ Approved



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 7, 2016

**TITLE:** APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2016-34, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 5 of the City of Moreno Valley Maximum Special Tax Rate and Setting the Applied Tax Rates for Fiscal Year 2016/17.
2. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2016-35, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 87-1 Maximum Special Tax Rate and Setting the Applied Tax Rate for Fiscal Year 2016/17.
3. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2016-36, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum Special Tax Rates and Setting the Applied Rates for Fiscal Year 2016/17.
4. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2016-37, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the City of Moreno Valley Community Facilities District No.

2014-01 (Maintenance Services) Maximum Special Tax Rates and Setting the Applied Tax Rates for Fiscal Year 2016/17.

5. As the legislative body of Moreno Valley Community Facilities District No. 4 – Maintenance, adopt Resolution No. 2016-38, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 4 - Maintenance of the City of Moreno Valley Maximum Special Tax Rate and Setting the Applied Tax Rate For Fiscal Year 2016/17.
6. Authorize the Chief Financial Officer to adjust the special tax rate to be levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax, is in compliance with the Rate and Method of Apportionment of Special Tax for each district, and is consistent with the adopted budget.

### **SUMMARY**

This report recommends adoption of the proposed resolutions which approve the calculation of the maximum special tax rates and set the applied special tax rates for fiscal year (FY) 2016/17 against real property in the City and Community Services District's ("City") Community Facilities Districts (CFD). Adoption of the resolutions also acknowledges the filing of annual reports for each CFD. The FY 2016/17 proposed special tax is a continuation of the special tax currently levied on the property tax roll. There are no increases proposed other than those authorized by the qualified electors (property owners or registered voters) and governing documents for each CFD.

Revenue received from the special tax funds debt service and administrative expense requirements for the bonded CFDs or maintenance and administrative expenses for the service CFDs.

The proposed maximum and applied special tax rates for FY 2016/17 were reviewed by the Finance Subcommittee during its April 13, 2016 meeting. Projections for revenues are included in the City's FY 2016/17 Adopted Budget.

### **DISCUSSION**

The City is the legislative body of six active CFDs. The CFDs were formed under the Mello-Roos Community Facilities Act of 1982 (the "Act"). Qualified electors of the CFD have authorized the City to levy a special tax onto the annual property tax bill of properties within the CFD. The special tax provides a revenue stream to fund debt service and/or services related to the CFD.

Prior to levying the special tax onto the property tax roll each year, the City must adopt a resolution and prepare an Annual Special Tax Report ("Report") for each CFD. A

Report for each CFD is on file in the office of the Chief Financial Officer and available online from the Financial & Operations Division page of the City’s website ([www.moval.org](http://www.moval.org)). The attached resolutions establish the proposed maximum and applied special taxes for each CFD. The proposed applied special tax is consistent with the programs and budgets included within the City’s FY 2016/17 Adopted Budget.

At the time each CFD was formed, a Rate and Method of Apportionment (RMA) was adopted. The maximum special tax is calculated using the formula and terms established in the RMA and is the maximum amount the City can levy on the property tax bill. The applied special tax is the amount that is actually levied on the property tax bill. It is the amount necessary to fund the purpose of the district, including administration and reserves, for the upcoming fiscal year. The applied special tax can be lower than the maximum special tax but it cannot be higher.

**Bonded CFDs**

Three of the CFDs were established to issue bonds. Bonds were issued and the proceeds were used to fund the acquisition of public infrastructure improvements related to each CFD. The special tax funds the annual administrative expense and debt service requirements of the bonds. Only properties within a CFD are subject to the special tax. The bonds are not an obligation of the General Fund. Boundary maps of each CFD are included as Attachment 6.

Below is a table identifying each bonded CFD and its tax rate layers, the proposed maximum special tax, the proposed applied special tax, and the difference between the proposed maximum and applied special tax rates for FY 2016/17:

BONDED CFDs					
District	Purpose	Proposed FY 2016/17 Maximum Tax <sup>2,3</sup>	Proposed FY 2016/17 Applied Special Tax	Maximum Tax Annual Change <sup>2,3</sup>	Difference between Proposed Maximum & Applied Rate
CFD No. 5 (Stoneridge)					
Developed	Financing public	\$12,984.68 /ac	\$12,984.68 /ac	2.00%	0.00%
Undeveloped	improvements	\$12,984.68 /ac	\$11,817.09 /ac	2.00%	-8.99%
CFD No. 87-1 (Towngate) <sup>1</sup>	Financing public	\$11,500 /ac	\$0.00 /ac	0.00%	-100.00%
CFD No.87-1 IA1(Towngate) <sup>1,4</sup>	Financing public				
Area 1	improvements	\$4,450 /ac	\$118.39 /ac	0.00%	-97.34%
Area 2		\$3,850 /ac	\$104.23 /ac	0.00%	-97.29%
<sup>1</sup> Tax Increment to cover special tax requirement fully or partially					
<sup>2</sup> Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD					
<sup>3</sup> Subject to annual adjustment					
<sup>4</sup> In compliance with the Bond Indenture, applied rate reduced to account for \$100K in surplus for 2016/17 only					
ac = acre					

**Service CFDs**

Three of the CFDs were established to provide ongoing funding for certain services. CFD No. 1 (Park Maintenance) is a citywide district which provides funding for the maintenance of and park ranger services for parks constructed after July 8, 2003. CFD No. 2014-01 (Maintenance Services) is a citywide district which provides funding for the operation of street lights and maintenance of public landscaping in the CFD. Both CFD

No. 1 and CFD No. 2014-01 are citywide districts; however, the special tax is only applied to those properties that have been annexed into the district at the request of the qualified electors. CFD No. 4-Maintenance provides funding for onsite stormwater facilities in the Centerpointe development and is levied only against those properties within its boundaries. The special tax funds the annual administrative and maintenance expense of the CFD for which the funds were collected. Boundary maps of each CFD are included as Attachment 6.

Below is a table identifying each service CFD and its tax rate layers, the proposed maximum special tax, the proposed applied special tax, and the difference between the maximum and applied special tax rates:

SERVICE CFDS					
District	Purpose	Proposed FY 2016/17 Maximum Tax <sup>1,2</sup>	Proposed FY 2016/17 Applied Special Tax	Maximum Tax Annual Change <sup>2</sup>	Difference between Proposed Maximum & Applied Rate
CFD No. 1 (Park Maintenance)	Maintenance & operation of parks constructed after 7/08/03	\$161.66 /du	\$127.36 /du	2.03%	-21.22%
CFD No. 2014-01 (Maintenance Services)	Maintenance & operation of street lights & landscaping				
Tax Rate Area LM-01	Residential Landscaping	per parcel	per parcel	5.00%	
Tax Rate Area LM-01A		\$15.63	\$0.00		-100.00%
Tax Rate Area LM-01B		\$46.93	\$0.00		-100.00%
Tax Rate Area LM-01C		\$86.05	\$0.00		-100.00%
Tax Rate Area LM-01D		\$140.81	\$0.00		-100.00%
Tax Rate Area LM-01E		\$211.23	\$0.00		-100.00%
Tax Rate Area LM-01F		\$297.29	\$0.00		-100.00%
Tax Rate Area LM-01G		\$399.00	\$0.00		-100.00%
Tax Rate Area LM-01H		\$516.35	\$129.08		-75.00%
Tax Rate Area LM-01I		\$649.37	\$0.00		-100.00%
Tax Rate Area LM-01J		\$798.02	\$0.00		-100.00%
Tax Rate Area LM-01K		\$962.31	\$0.00		-100.00%
Tax Rate Area LM-01L		\$1,142.26	\$0.00		-100.00%
Tax Rate Area LM-01M		\$1,337.85	\$0.00		-100.00%
Tax Rate Area LM-01N		\$1,549.09	\$0.00		-100.00%
Tax Rate Area LM-01O		\$1,775.98	\$0.00		-100.00%
Tax Rate Area LM-01P		\$2,018.52	\$0.00		-100.00%
Tax Rate Area LM-01Q		\$2,276.70	\$0.00		-100.00%
Tax Rate Area LM-01R		\$2,550.53	\$0.00		-100.00%
Tax Rate Area LM-01S		\$2,840.00	\$0.00		-100.00%
Tax Rate Area LM-01T		\$3,145.12	\$0.00		-100.00%
Tax Rate Area LM-02	Non-Residential Landscaping	per front linear foot	per front linear foot	5.00%	
Tax Rate Area LM-02A		\$12.05	\$0.00		-100.00%
Tax Rate Area LM-02B		\$6.02	\$4.10		-31.89%
Tax Rate Area LM-02C		\$14.85	\$0.00		-100.00%
Tax Rate Area SL-01	Residential Street Lighting	per parcel	per parcel	5.00%	-45.77%
Tax Rate Area SL-02	Non-Residential Lighting	front linear foot	front linear foot	5.00%	-62.77%
CFD No. 4-M (Centerpointe) <sup>3</sup>	Maintenance of certain storm drain facilities	per square foot	per square foot	2.08%	-54.88%
<sup>1</sup> Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD					
<sup>2</sup> Subject to annual adjustment based off the Consumer Price Index; CFD No. 4-M is based off the Building Cost Index					
<sup>3</sup> Excess reserve fund balance; using over 5 year period which will reduce applied special tax					
du = dwelling unit sf = square foot					

The Finance Subcommittee reviewed the proposed maximum and applied special tax rates during its April 13, 2016 meeting and directed staff to calendar the item for City Council consideration.

### Annual Special Tax Reports

An Annual Special Tax Report for each CFD has been filed in the office of the Chief Financial Officer. The Report provides a detailed description of the proceedings for each CFD, identification of participating parcels, debt service requirements for bonded CFDs or estimated costs to provide the services for the service CFDs, and the proposed applied special tax to be levied on the property tax roll for FY 2016/17. These Reports are also available from the City Clerk's office and the Financial & Operations Division page of the City's website ([www.moval.org](http://www.moval.org)).

California Government Code Section 53411 ("Government Code") requires the filing of an Annual Bond Accountability Report with the legislative body for bonded districts. For CFD No. 5, CFD No. 87-1, and CFD No. 87-1 IA 1, the Report and the Annual Bond Accountability Report have been consolidated into the Annual Special Tax and Bond Accountability Report for FY 2016/17.

### ALTERNATIVES

1. Approve and adopt the proposed resolutions. *Staff recommends this alternative as it will allow for collection of revenue necessary to satisfy debt service obligations and fund services of the CFDs. It is also consistent with the Act and Government Code.*
2. Do not approve or adopt the proposed resolutions. *Staff does not recommend this alternative, as it will leave the CFDs without sufficient revenue to satisfy debt service obligations and fund services of the CFDs. For bonded CFDs, the Reserve Fund will be used to cover the shortfall for principal and interest payments and a technical default may occur. This may cause a default to bondholders and significantly impact the City's reputation in the bond market, affecting future bond sales. For the service CFDs, services will need to be reduced or eliminated. Failure to file the Reports is a violation of the Act and Government Code.*
3. Do not approve or adopt the proposed resolutions but rather continue the item to a future meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside's submission deadline for inclusion on the 2016/17 property tax bills without incurring additional costs.*

### FISCAL IMPACT

Special taxes authorized to be collected as part of a CFD are levied annually on the Riverside County property tax bill, or through a direct billing procedure for any special taxes that cannot be collected on the property tax bill. Only parcels within the boundaries of the CFD are subject to the respective special tax. Revenue generated by each CFD is restricted and can only be used for the CFD and the purpose for which it is collected. Below is a summary of the FY 2016/17 total proposed special tax levy for each CFD. Revenue projections are included in the City's FY 2016/17 Adopted Budget.

Bonded CFDs		
Fund	No. of Parcels Levied	Total Levy <sup>(1)</sup>
CFD 5	25	\$ 413,455.62
CFD 87-1	0	\$ -
CFD 87-1 IA1	33	\$ 16,083.08
Service CFDs		
Fund	No. of Parcels/ Dwelling Units Levied	Total Levy <sup>(1)</sup>
CFD 1	8,541	\$ 1,087,781.76
CFD 2014-01	157	\$ 24,658.78
CFD 4-M	9 <sup>(2)</sup>	\$ 25,546.68
<b>Total Levy</b>		<b>\$ 1,567,525.92</b>

<sup>(1)</sup> The levy may vary by parcel based on parcel size, development status, or tax rate areas the parcel is subject to.

<sup>(2)</sup> The site runoff for APN 297-170-086 does not drain into the constructed storm water and detention basin improvements. As a result, the special tax is not levied on this parcel.

There is no fiscal impact to the General Fund for calculation of the annual special tax or for the filing of the Reports. No funds or assets of the City have been pledged or are required to be allocated for the payment of debt service on the bonds. Although previously approved by the qualified electors, approval of the calculation of the maximum special tax and applied special tax is required as an administrative action of the City each year. The special tax for each district is applied to only those properties where the qualified elector has approved the special tax through a special election.

**NOTIFICATION**

The Annual Reports are on file in the office of the Chief Financial Officer and are also available from the City Clerk’s office and from the Financial & Operations Division page of the City’s website ([www.moval.org](http://www.moval.org)).

**PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

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

Concurred By:  
Gabriel Garcia  
Parks and Community Services Director

Concurred By:  
Michael Lloyd, P.E.  
Interim Land Development Division Manager

**CITY COUNCIL GOALS**

**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.

**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**

1. Resolution for CFD No. 5 Annual Approval
2. Resolution for CFD No. 87-1 Annual Approval
3. Resolution for CFD No. 87-1 IA1 Annual Approval
4. Resolution for CFD No. 2014-01 Annual Approval
5. Resolution for CFD No. 4 - M Annual Approval
6. Boundary Maps

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:11 PM
City Attorney Approval	<u>✓ Approved</u>	5/18/16 3:04 PM
City Manager Approval	<u>✓ Approved</u>	5/22/16 12:34 PM

CFD No. 5 (Stoneridge)  
Fund # 68-4293

RESOLUTION NO. 2016-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 5 OF THE CITY OF MORENO VALLEY MAXIMUM SPECIAL TAX RATE AND SETTING THE APPLIED TAX RATE FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 5 of the City of Moreno Valley ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 ("Ordinance") to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of \$5,870,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$10,652.00 per acre for fiscal year (FY) 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the annual special tax requirement shall be applied first to developed properties based on the maximum special tax rate; and

WHEREAS, if additional monies are required to fund the annual special tax requirement, then the special tax shall be applied proportionately to all undeveloped properties; and

1  
Resolution No. 2016-34  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 5 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared the Annual Special Tax and Bond Accountability Report (“Report”) for FY 2016/17, which identifies the calculation of the maximum and applied special tax rates; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference as if fully set forth; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller’s Office, to be levied on the property tax bills that are subject to the special tax.

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

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax for developed properties is set at \$12,984.68 per acre.
3. The FY 2016/17 applied special tax for developed properties is set at \$12,984.68 per acre.
4. The FY 2016/17 maximum special tax for undeveloped properties is set at \$12,984.68 per acre.
5. The FY 2016/17 applied special tax for undeveloped properties is set at \$11,817.09 per acre.
6. That the Report for FY 2016/17, on file in the office of the City’s CFO, is hereby received and filed.

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Resolution No. 2016-34  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 5 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

- 7. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file with the CFO for review by the public upon request.
- 8. That this legislative body hereby authorizes the City's CFO to make changes to the levy of the special taxes based on any parcel changes between the Council date and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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Resolution No. 2016-34  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 5 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

**RESOLUTION JURAT**

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF MORENO VALLEY )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-34 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
INTERIM CITY CLERK

(SEAL)

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Resolution No. 2016-34  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 5 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

CFD No. 87-1 (Towngate)  
Fund # 68-2495

RESOLUTION NO. 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 87-1 MAXIMUM SPECIAL TAX RATE AND SETTING THE APPLIED RATE FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Community Facilities District No. 87-1 ("CFD No. 87-1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the \$9,000,000 CFD No. 87-1 Special Tax Bonds, Series "A"; and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the \$12,000,000 CFD No. 87-1 Special Tax Bonds, Series "B"; and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the CFD No. 87-1 \$14,170,000 Special Tax Refunding Bonds, Series A and \$8,530,000 Special Tax Refunding Bonds, Series B (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body approved Resolution No. 2007-119 to authorize issuance of the 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at \$10,665,000 and this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the maximum special tax of \$11,500 per net acre is to be applied uniformly first to the developed property then, if any, to the undeveloped property at the same maximum rate of \$11,500 per net acre. There is no escalator clause for the CFD No. 87-1 special tax rate; and

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Resolution No. 2016-35  
Date Adopted: June 7, 2016

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 entitled "Agency Towngate Agreement" (the "Agreement") under which the Agency agreed to make payments to CFD No. 87-1 from tax increment (TI) revenues from the redevelopment project area; and

WHEREAS, per the Official Statement, the Agency anticipated that the TI amounts as stated in the Agreement would be sufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligations of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the California State Department of Finance (DOF) a Recognized Obligation Payment Schedule (ROPS), which identifies the amount of available TI payable toward CFD No. 87-1 special tax; and

WHEREAS, in the event the DOF does not approve the ROPS or payment of TI in any given fiscal year (FY), the City can submit the special tax to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the DOF has approved the payment TI for FY 2016/17 through June 2017; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2016/17, which fully sets forth all

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Resolution No. 2016-35  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

information concerning the District and identifies the calculation of the applied annual special tax rate in an amount not to exceed the maximum special tax; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference; and

WHEREAS, the submission of the annual special taxes shall be given to the Riverside County Auditor-Controller’s Office to be levied on parcels subject to the special tax in the event TI is unavailable or insufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding.

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

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax for developed and undeveloped property is \$11,500.00 per net acre.
3. The FY 2016/17 applied special tax for developed and undeveloped property is \$0 per net acre.
4. That the Report for FY 2016/17, on file in the Office of the City’s CFO, is hereby received and filed.
5. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City’s CFO for review by the public upon request.
6. That this legislative body hereby authorizes the City’s CFO to make changes to the levy of the special taxes based on any parcel changes between the Council date and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

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Resolution No. 2016-35  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED



APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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Resolution No. 2016-35  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

**RESOLUTION JURAT**

STATE OF CALIFORNIA       )  
COUNTY OF RIVERSIDE     ) ss.  
CITY OF MORENO VALLEY    )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-35 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
INTERIM CITY CLERK

(SEAL)

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Resolution No. 2016-35  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

Improvement Area No. 1 of CFD No. 87-1  
Fund #68-2489

RESOLUTION NO. 2016-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CITY OF MORENO VALLEY MAXIMUM SPECIAL TAX RATES AND SETTING THE APPLIED RATES FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, formed Improvement Area No. 1 of Community Facilities District (CFD) No. 87-1 of the City of Moreno Valley ("CFD No. 87-1 IA 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the \$5,000,000 CFD No. 87-1 IA 1 Special Tax Bonds ("Original Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to issue bonds for the purpose of refunding the Original Bonds; and

WHEREAS, on October 27, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of \$4,075,000 for CFD No. 87-1 IA 1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (RMA); and

WHEREAS, the approved RMA for CFD No. 87-1 IA 1 provides that the maximum special tax rate for CFD No. 87-1 IA 1 shall be uniformly applied to the property in an amount not to exceed \$4,450 per net acre for Tax Rate Area 1 and in an amount not to exceed \$3,850 per net acre for Tax Rate Area 2. There is no escalator clause for the special tax rates; and

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 and CFD No. 87-1

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Resolution No. 2016-36  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 IA1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

IA.1 entitled "Agency Improvement Area Agreement" under which the Agency agreed to make payments to CFD No. 87-1 IA 1 from tax increment (TI) revenues from the redevelopment project area to offset or reduce the applied special tax; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligation of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the California State Department of Finance (DOF) a Recognized Obligation Payment Schedule (ROPS), which identifies the amount of available TI payable toward CFD No. 87-1 IA 1 special tax; and

WHEREAS, in the event the DOF does not approve the ROPS or payment of TI in any given fiscal year (FY), the City can submit the special tax to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the DOF has approved the payment TI for FY 2016/17 through June 2017; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2016/17, which fully sets forth all information concerning the District and identifies the calculation of the applied annual special tax rates in an amount not to exceed the maximum special tax rates; and

WHEREAS, the Report for FY 2016/17, is on file in the office of the City Treasurer/Chief Financial Officer ("CFO"), and is incorporated herein by this reference; and

2  
Resolution No. 2016-36  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 IA1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

WHEREAS, the submission of the annual special taxes shall be given to the Riverside County Auditor-Controller's Office to be levied on parcels subject to the special tax.

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

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax for properties located within Tax Rate Area 1 is set at \$4,450.00 per taxable acre for parcels within Tax Rate Area 1.
3. The FY 2016/17 applied special tax for properties located within Tax Rate Area 1 is set at \$118.39 per taxable acre for parcels within Tax Rate Area 1.
4. The FY 2016/17 maximum special tax for properties located within Tax Rate Area 2 is set at \$3,850.00 per taxable acre for parcels within Tax Rate Area 2.
5. The FY 2016/17 applied special tax for properties located within Tax Rate Area 2 is set at \$104.23 per taxable acre for parcels within Tax Rate Area 2.
6. That the Report for FY 2016/17, on file in the Office of the City's CFO, is hereby received and filed.
7. That this legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City's CFO for review by the public upon request.
8. That this legislative body hereby authorizes the City's CFO to make changes to the levy of the special taxes based on any parcel changes between the Council date and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

Attachment: Resolution for CFD No. 87-1 IA1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

4  
Resolution No. 2016-36  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 IA1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-36 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
INTERIM CITY CLERK

(SEAL)

5  
Resolution No. 2016-36  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 87-1 IA1 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

CFD No. 2014-01 (Maintenance Services)  
Fund # 68-4286

RESOLUTION NO. 2016-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) MAXIMUM SPECIAL TAX RATES AND SETTING THE APPLIED TAX RATES FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) ("CFD No. 2014-01" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 874 approving the rate and method of apportionment of special tax (RMA) to authorize a levy of a special taxes within CFD No. 2014-01; and

WHEREAS, on October 28, 2014, the legislative body did adopt Ordinance No. 882, providing for future annexation to the District and adopting the First Amended and Restated RMA which provides tax rates for single family residential parcels served by typical street light and landscape improvements; and

WHEREAS, the legislative body did adopt Ordinance No. 889 on February 10, 2015, providing for future annexation to the District and adopting the Second Amended and Restated RMA which provides for the equitable apportionment of the tax with respect to single family residential parcels and the equitable apportionment of the tax with respect to non-single family residential parcels; and

WHEREAS, the Ordinance No. 874, Ordinance No. 882, and Ordinance No. 889 authorize the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, for Fiscal Year 2014/15, the maximum special tax for taxable property in Tax Rate Area No. SL-01 (Single-Family Residential Street Lighting) has

1  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND



been established by the RMA as amended at \$197.39 per Single Family Residential Parcel; and

WHEREAS, for Fiscal Year 2014/15, the maximum special tax for taxable property in Tax Rate Area No. SL-02 (Street Lighting for Property Other than Single-Family Residential) is \$3.25 per proportional front foot; and

WHEREAS, for Fiscal Year 2014/15, the maximum special tax for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) is as follows:

Maintenance Category	Maintenance Ratio	Rate per Single-Family Residential Parcel
LM-01A	Less than or equal to 20 square feet per Single-Family Residential Parcel	\$14.19
LM-01B	21 - 40 square feet per Single-Family Residential Parcel	\$42.58
LM-01C	41 - 70 square feet per Single-Family Residential Parcel	\$78.06
LM-01D	71 - 110 square feet per Single-Family Residential Parcel	\$127.73
LM-01E	111 - 160 square feet per Single-Family Residential Parcel	\$191.60
LM-01F	161 - 220 square feet per Single-Family Residential Parcel	\$269.66
LM-01G	221 - 290 square feet per Single-Family Residential Parcel	\$361.91
LM-01H	291 - 370 square feet per Single-Family Residential Parcel	\$468.36
LM-01I	371 - 460 square feet per Single-Family Residential Parcel	\$589.00
LM-01J	461 - 560 square feet per Single-Family Residential Parcel	\$723.83
LM-01K	561 - 670 square feet per Single-Family Residential Parcel	\$872.85
LM-01L	671 - 790 square feet per Single-Family Residential Parcel	\$1,036.07
LM-01M	791 - 920 square feet per Single-Family Residential Parcel	\$1,213.48
LM-01N	921 - 1,060 square feet per Single-Family Residential Parcel	\$1,405.08
LM-01O	1,061 - 1,210 square feet per Single-Family Residential Parcel	\$1,610.87
LM-01P	1,211 - 1,370 square feet per Single-Family Residential Parcel	\$1,830.86
LM-01Q	1,371 - 1,540 square feet per Single-Family Residential Parcel	\$2,065.04
LM-01R	1,541 - 1,720 square feet per Single-Family Residential Parcel	\$2,313.41
LM-01S	1,721 - 1,910 square feet per Single-Family Residential Parcel	\$2,575.98
LM-01T	1,911 - 2,110 square feet per Single-Family Residential Parcel	\$2,852.73

WHEREAS, for Fiscal Year 2014/15, the maximum special tax for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) is as follows:

Maintenance Category	Maintenance Description	Rate per Proportional Front Foot
LM-02A	Median(s) (other than Medians-Shared)	\$10.94
LM-02B	Median(s)-Shared	\$5.47
LM-02C	Parkway(s)	\$13.48

2  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

WHEREAS, per the RMA, the maximum annual special tax shall be increased annually, beginning with FY 2015/16, by 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%); and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared the Annual Special Tax Report (“Report”) for FY 2016/17; which identifies the calculation of the maximum and special tax rates; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference as if fully set forth; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller’s Office, to be levied on the property tax bills for the parcels that are subject to the special tax.

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

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax for taxable properties in Tax Rate Area No. SL-01 (Single-Family Residential Street Lighting) is \$217.61.
3. The FY 2016/17 applied special tax for taxable properties in Tax Rate Area No. SL-01 (Single-Family Residential Street Lighting) is \$118.00.
4. The FY 2016/17 maximum special tax for taxable properties in Tax Rate Area No. SL-02 (Street Lighting for Property Other than Single-Family Residential) is \$3.58 per proportional front foot.
5. The FY 2016/17 applied special tax for taxable properties in Tax Rate Area No. SL-02 (Street Lighting for Property Other than Single-Family Residential) is \$1.33 per proportional front foot.
6. The FY 2016/17 maximum special tax and applied special tax rate for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) is as follows:

3  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

<b>Tax Rate Area</b>	<b>Maximum Special Tax</b>	<b>Applied Special Tax</b>
Tax Rate Area LM-01A	\$15.63	\$0.00
Tax Rate Area LM-01B	\$46.93	\$0.00
Tax Rate Area LM-01C	\$86.05	\$0.00
Tax Rate Area LM-01D	\$140.81	\$0.00
Tax Rate Area LM-01E	\$211.23	\$0.00
Tax Rate Area LM-01F	\$297.29	\$0.00
Tax Rate Area LM-01G	\$399.00	\$0.00
Tax Rate Area LM-01H	\$516.35	\$129.08
Tax Rate Area LM-01I	\$649.37	\$0.00
Tax Rate Area LM-01J	\$798.02	\$0.00
Tax Rate Area LM-01K	\$962.31	\$0.00
Tax Rate Area LM-01L	\$1,142.26	\$0.00
Tax Rate Area LM-01M	\$1,337.85	\$0.00
Tax Rate Area LM-01N	\$1,549.09	\$0.00
Tax Rate Area LM-01O	\$1,775.98	\$0.00
Tax Rate Area LM-01P	\$2,018.52	\$0.00
Tax Rate Area LM-01Q	\$2,276.70	\$0.00
Tax Rate Area LM-01R	\$2,550.53	\$0.00
Tax Rate Area LM-01S	\$2,840.00	\$0.00
Tax Rate Area LM-01T	\$3,145.12	\$0.00

7. The FY 2016/17 maximum special tax and applied special tax rate for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) is as follows:

<b>Tax Rate Area</b>	<b>Maximum Special Tax</b>	<b>Applied Special Tax</b>
Tax Rate Area LM-02A	\$12.05	\$0.00
Tax Rate Area LM-02B	\$6.02	\$4.10
Tax Rate Area LM-02C	\$14.85	\$0.00

- 8. That the Report for FY 2016/17, as on file in the office of the City's CFO, is hereby received and filed.
- 9. That this legislative body hereby authorizes the City's CFO to make changes to the levy of the special taxes based on any parcel changes between the date of Resolution adoption and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

4  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

5  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-37 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
INTERIM CITY CLERK

(SEAL)

6  
Resolution No. 2016-37  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 2014-01 Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

CFD No. 4 - M (Centerpointe Basin Maintenance)  
Fund # 68-4292

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 4 - MAINTENANCE OF THE CITY OF MORENO VALLEY MAXIMUM SPECIAL TAX RATE AND SETTING THE APPLIED TAX RATE FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL of the CITY OF MORENO VALLEY, CALIFORNIA, did form Community Facilities District No. 4 - Maintenance of the City of Moreno Valley ("CFD No. 4 - M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes (RMA) to authorize a levy of a special tax within CFD No. 4 - M; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided the special tax to be levied does not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$0.00737 per square foot of land area for FY 2006/07. Per the RMA, the maximum annual special tax shall be increased each FY thereafter, by an amount equal to the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the end of the calendar year; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for fiscal year (FY) 2016/17, which fully sets forth all information concerning the District and identifies the calculation of the applied annual special tax rate, in an amount not to exceed the maximum special tax; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference; and

WHEREAS, the submission of the annual special taxes shall be given to the Riverside County Auditor-Controller’s Office, to be levied on parcels subject to the special tax.

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

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax is set at \$0.009813 per square foot of land area.
3. The FY 2016/17 the applied special tax is set at \$0.004428 per square foot of land area.
4. That the Report for FY 2016/17, on file in the office of the City’s CFO, is hereby received and filed.
5. That this legislative body hereby authorizes the City’s CFO to make changes to the levy of the special taxes based on any parcel changes between the Council date and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2  
Resolution No. 2016-38  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 4 - M Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND

**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE       ) ss.  
CITY OF MORENO VALLEY     )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-38 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
INTERIM CITY CLERK

(SEAL)

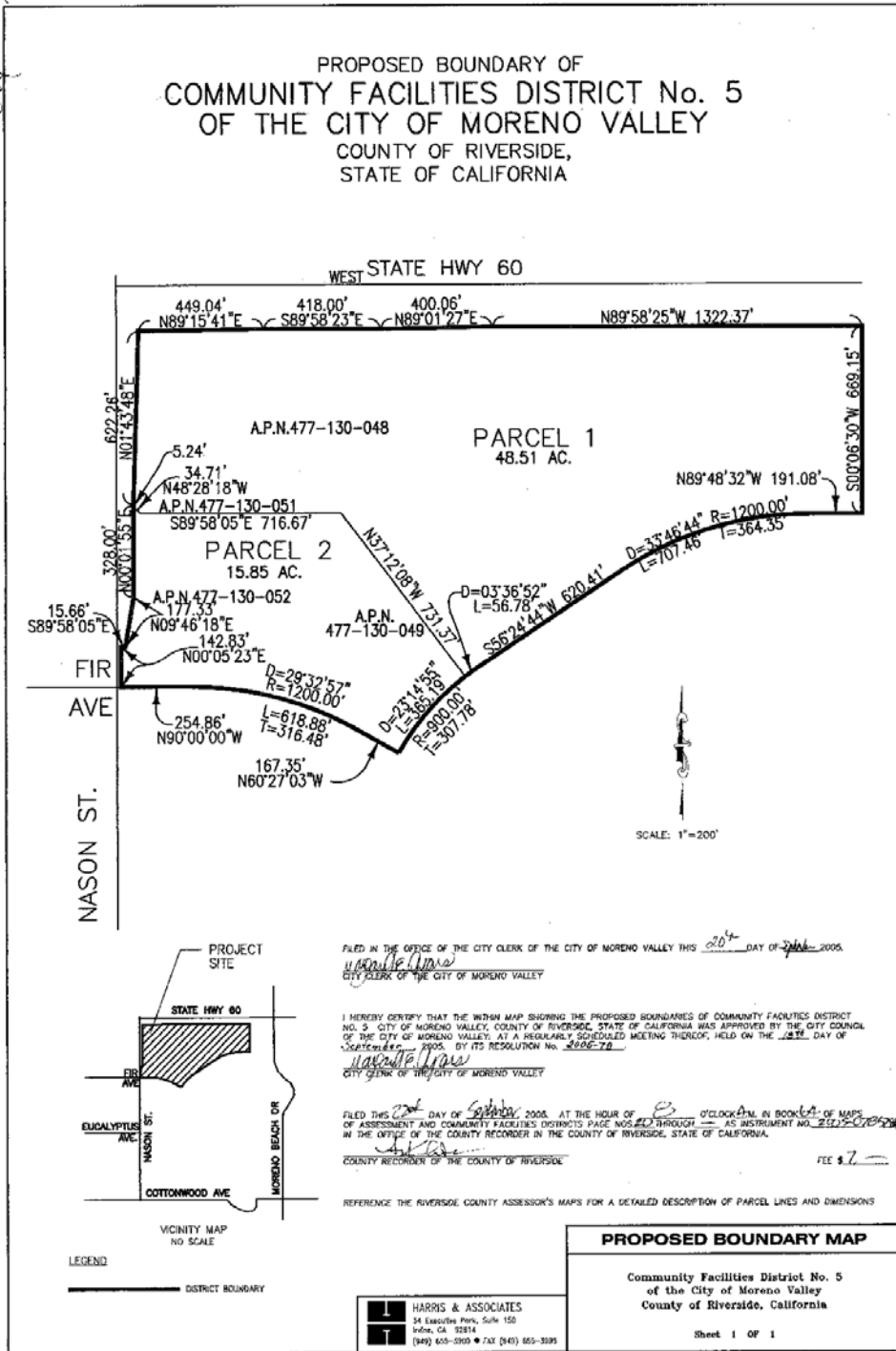
3  
Resolution No. 2016-38  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 4 - M Annual Approval [Revision 2] (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND



# CFD No. 5 Boundary Map

6/20  
CITY



Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 87-1 Boundary Map

ORIGINAL  
2/4

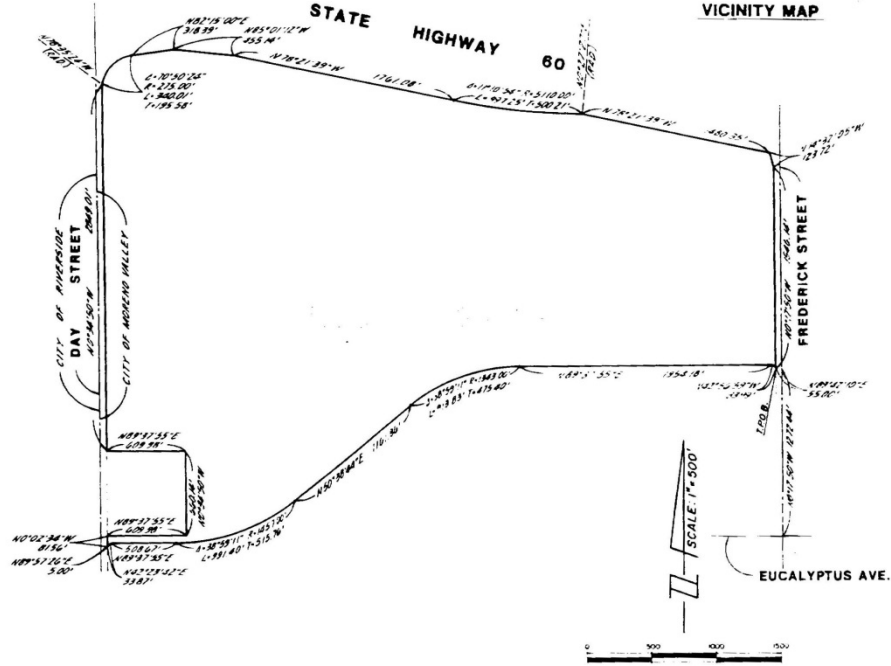
SCALE: 1"=500'

SHEET 1 OF 1 SHEET

## PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 87-1

CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDER'S CERTIFICATE  
 FILED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 1987  
 AT 2:00 P.M. IN BOOK 21 OF MAPS,  
 AT PAGE(S) 4, AT THE REQUEST OF THE  
 CITY CLERK  
 FEE \$6.00 WILLIAM E. CONERLY  
 COUNTY RECORDER  
 NO. 259089 BY Santa Rosa



THE BASIS OF BEARINGS IS THE CENTERLINE  
 OF FREDERICK STREET BEING NORTH 0°15'50" WEST  
 AS SHOWN ON A MAP FILED IN BOOK NO. 18, PAGE 11,  
 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE  
 COUNTY, CALIFORNIA.

Filed in the Office of the City Clerk of the City of Moreno Valley, California, this  
 25<sup>TH</sup> day of August, 1987.

*Teresa G. Bunnison*  
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

I hereby certify that the within map showing proposed boundaries of District No. 87-1,  
 City of Moreno Valley, County of Riverside, State of California, was approved by the  
 City Council of the City of Moreno Valley at a regular meeting thereof, held on the  
 25<sup>TH</sup> day of August, 1987, by its Resolution No. 87-12.

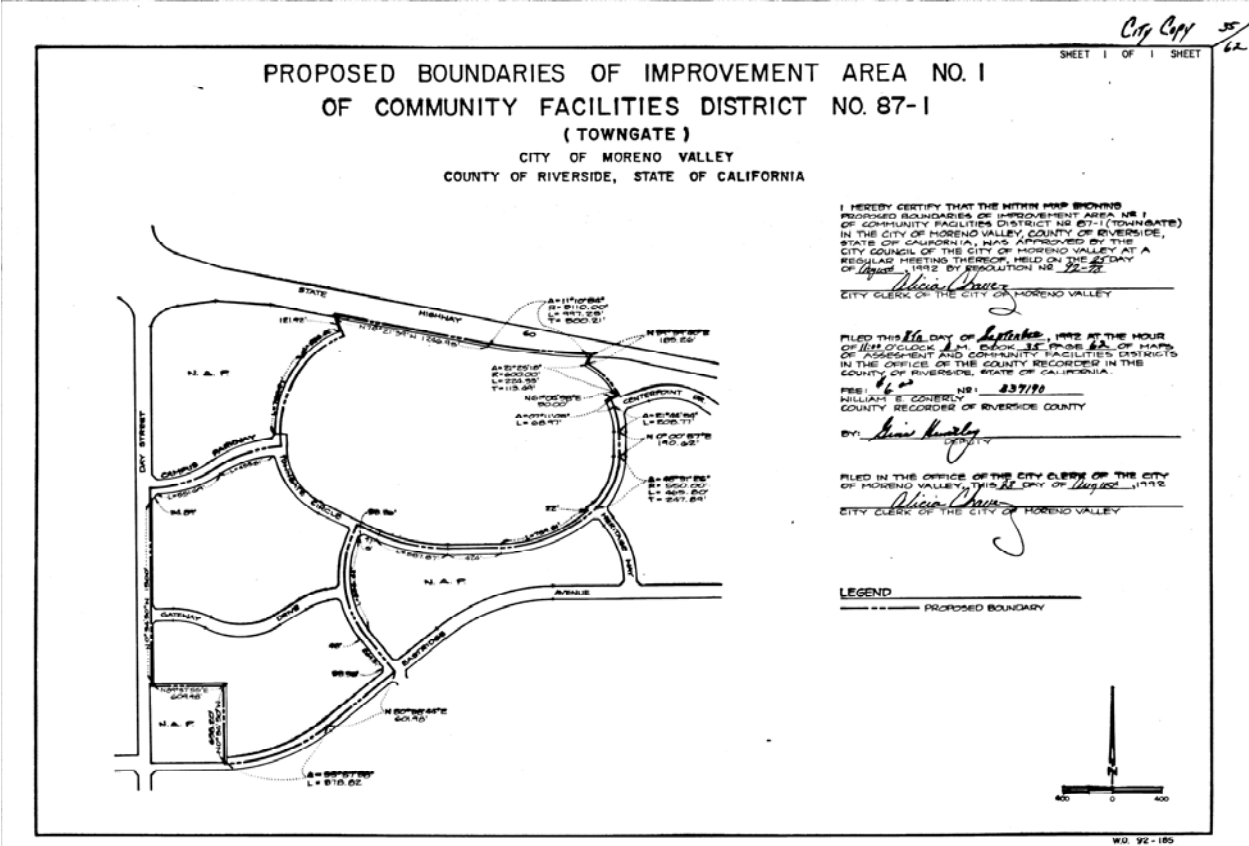
*Teresa G. Bunnison*  
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

PREPARED BY:  
**GFB & ASSOCIATES, INC.**  
 8809 INDIANA AVE. SUITE 201  
 RIVERSIDE, CA. 92506  
 (714) 781-0811

MS22-0125 7-8-87 81

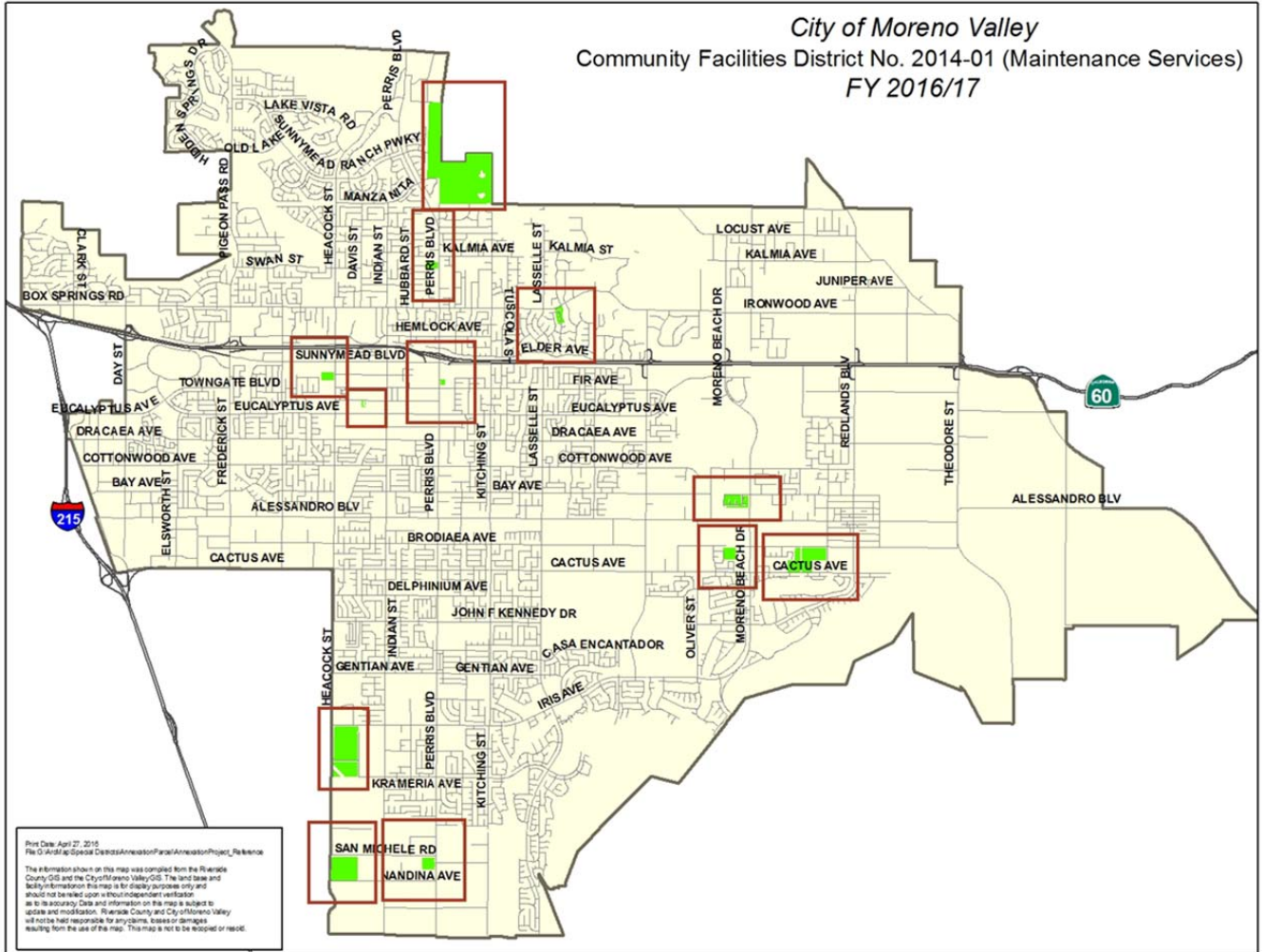
Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 87-1 Improvement Area 1 Boundary Map



Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

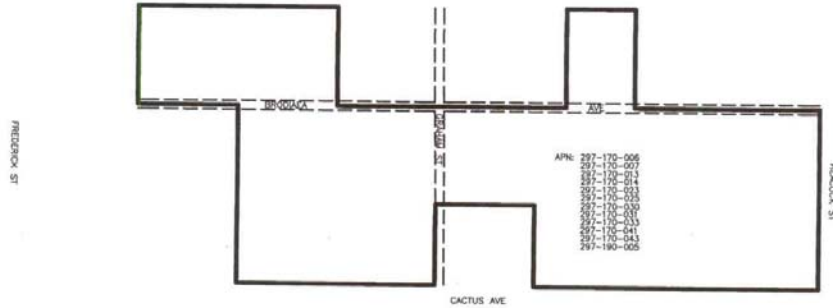
# CFD No. 2014-01 Boundary Map



Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 4-Maintenance Boundary Map

## PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



VICINITY MAP  
NO SCALE  
LEGEND  
DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS  
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20<sup>th</sup> DAY OF September, 2005.  
Maricela H. Alvarez  
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13<sup>th</sup> DAY OF September, 2005, BY ITS RESOLUTION No. 02005-84.  
Maricela Alvarez  
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22<sup>nd</sup> DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK PM IN BOOK 19 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 78 THROUGH 79 AS INSTRUMENT NO. 2005-01852-79 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Alvin  
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.00

### PROPOSED BOUNDARY MAP

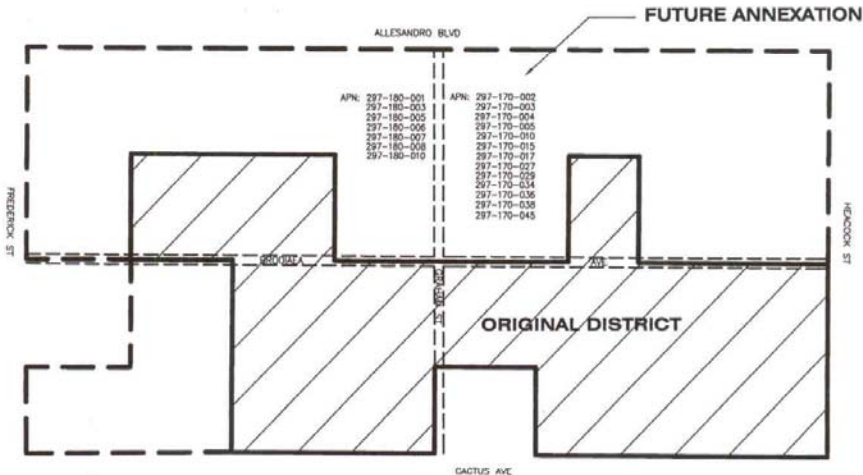
Proposed Boundary of  
Community Facilities District No. 4—Maintenance  
of the City of Moreno Valley  
County of Riverside, California

Sheet 1 OF 1

**HARRIS & ASSOCIATES**  
34 Executive Park, Suite 150  
Irvine, Ca. 92614  
(949) 655-3900 • FAX (949) 655-3995

Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20<sup>th</sup> DAY OF September, 2005.  
*Margaret Wilson*  
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13<sup>th</sup> DAY OF September, 2005, BY ITS RESOLUTION No. 2005-86.  
*Margaret Wilson*  
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22<sup>nd</sup> DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK AM, IN BOOK 6<sup>th</sup> OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 17 THROUGH 17 AS INSTRUMENT NO. 2005-0785280 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
*Alvin*  
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.50

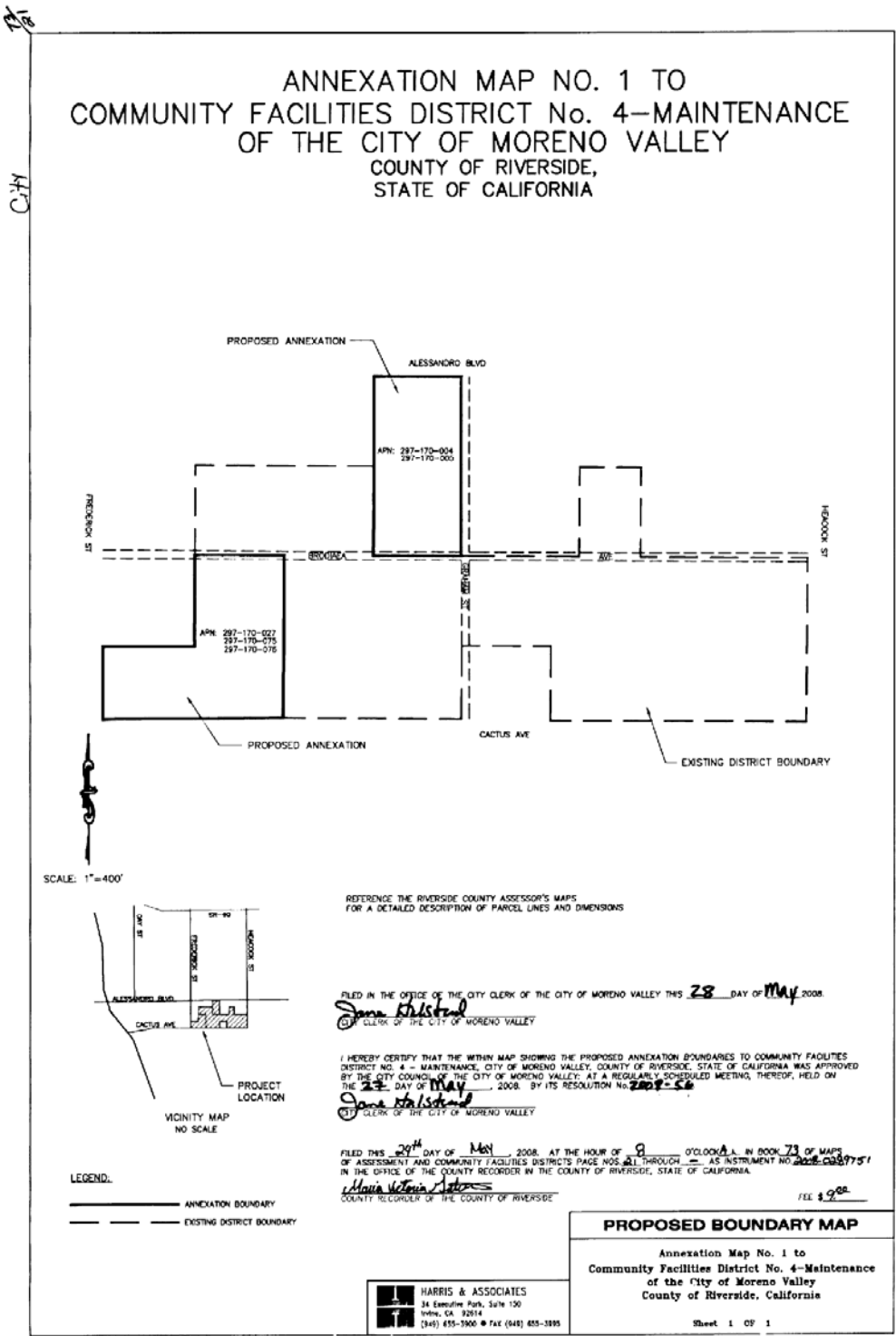
**PROPOSED BOUNDARY MAP**

Future Annexation Area of  
Community Facilities District No. 4-Maintenance  
of the City of Moreno Valley  
County of Riverside, California

Sheet 1 OF 1

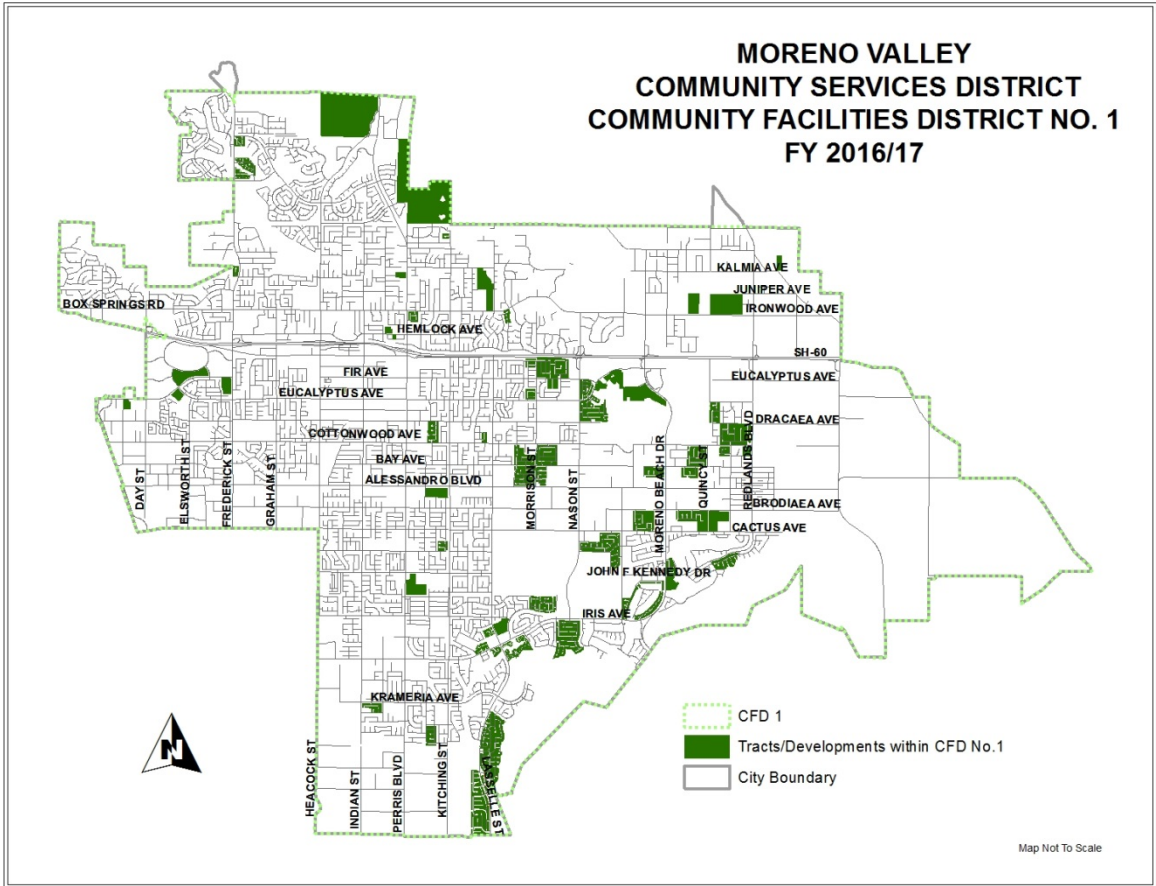
**HARRIS & ASSOCIATES**  
34 Executive Park, Suite 150  
Irvine, CA 92614  
(949) 855-3500 • FAX (949) 855-3895

Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN



Attachment: Boundary Maps (1879) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

### CFD No. 1 Boundary Map



Attachment: Boundary Maps (1879 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN





## Report to City Council

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**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

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

**AGENDA DATE:** June 7, 2016

**TITLE:** APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Acting in its capacity as President and Members of the Board of Directors of the CSD and as the legislative body of Community Facilities District No. 1, adopt Resolution No. CSD 2016-12, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Community Facilities District No. 1 Maximum Special Tax Rate and Setting the Applied Tax Rate for Fiscal Year 2016/17.
2. Authorize the Chief Financial Officer to adjust the special tax rate to be levied on the property tax bills in the event there are any parcel changes between the City Council and CSD Board meeting date and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax, is in compliance with the Rate and Method of Apportionment of Special Tax for each district, and is consistent with the adopted budget.

### **SUMMARY**

This report recommends adoption of the proposed resolutions which approve the calculation of the maximum special tax rates and set the applied special tax rates for fiscal year (FY) 2016/17 against real property in the City and Community Services District's ("City") Community Facilities Districts (CFD). Adoption of the resolutions also

acknowledges the filing of annual reports for each CFD. The FY 2016/17 proposed special tax is a continuation of the special tax currently levied on the property tax roll. There are no increases proposed other than those authorized by the qualified electors (property owners or registered voters) and governing documents for each CFD.

Revenue received from the special tax funds debt service and administrative expense requirements for the bonded CFDs or maintenance and administrative expenses for the service CFDs.

The proposed maximum and applied special tax rates for FY 2016/17 were reviewed by the Finance Subcommittee during its April 13, 2016 meeting. Projections for revenues are included in the City's FY 2016/17 Adopted Budget.

## **DISCUSSION**

The City is the legislative body of six active CFDs. The CFDs were formed under the Mello-Roos Community Facilities Act of 1982 (the "Act"). Qualified electors of the CFD have authorized the City to levy a special tax onto the annual property tax bill of properties within the CFD. The special tax provides a revenue stream to fund debt service and/or services related to the CFD.

Prior to levying the special tax onto the property tax roll each year, the City must adopt a resolution and prepare an Annual Special Tax Report ("Report") for each CFD. A Report for each CFD is on file in the office of the Chief Financial Officer and available online from the Financial & Operations Division page of the City's website ([www.moval.org](http://www.moval.org)). The attached resolutions establish the proposed maximum and applied special taxes for each CFD. The proposed applied special tax is consistent with the programs and budgets included within the City's FY 2016/17 Adopted Budget.

At the time each CFD was formed, a Rate and Method of Apportionment (RMA) was adopted. The maximum special tax is calculated using the formula and terms established in the RMA and is the maximum amount the City can levy on the property tax bill. The applied special tax is the amount that is actually levied on the property tax bill. It is the amount necessary to fund the purpose of the district, including administration and reserves, for the upcoming fiscal year. The applied special tax can be lower than the maximum special tax but it cannot be higher.

## **Bonded CFDs**

Three of the CFDs were established to issue bonds. Bonds were issued and the proceeds were used to fund the acquisition of public infrastructure improvements related to each CFD. The special tax funds the annual administrative expense and debt service requirements of the bonds. Only properties within a CFD are subject to the special tax. The bonds are not an obligation of the General Fund. Boundary maps of each CFD are included as Attachment 2.

Below is a table identifying each bonded CFD and its tax rate layers, the proposed maximum special tax, the proposed applied special tax, and the difference between the proposed maximum and applied special tax rates for FY 2016/17:

BONDED CFDS					
District	Purpose	Proposed FY 2016/17 Maximum Tax <sup>2,3</sup>	Proposed FY 2016/17 Applied Special Tax	Maximum Tax Annual Change <sup>2,3</sup>	Difference between Proposed Maximum & Applied Rate
CFD No. 5 (Stoneridge)					
Developed	Financing public improvements	\$12,984.68 /ac	\$12,984.68 /ac	2.00%	0.00%
Undeveloped		\$12,984.68 /ac	\$11,817.09 /ac	2.00%	-8.99%
CFD No. 87-1 (Towngate) <sup>1</sup>	Financing public improvements	\$11,500 /ac	\$0.00 /ac	0.00%	-100.00%
CFD No.87-1 IA1(Towngate) <sup>1,4</sup>	Financing public improvements				
Area 1		\$4,450 /ac	\$118.39 /ac	0.00%	-97.34%
Area 2		\$3,850 /ac	\$104.23 /ac	0.00%	-97.29%
<sup>1</sup> Tax Increment to cover special tax requirement fully or partially					
<sup>2</sup> Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD					
<sup>3</sup> Subject to annual adjustment					
<sup>4</sup> In compliance with the Bond Indenture, applied rate reduced to account for \$100K in surplus for 2016/17 only					
ac = acre					

### **Service CFDS**

Three of the CFDs were established to provide ongoing funding for certain services. CFD No. 1 (Park Maintenance) is a citywide district which provides funding for the maintenance of and park ranger services for parks constructed after July 8, 2003. CFD No. 2014-01 (Maintenance Services) is a citywide district which provides funding for the operation of street lights and maintenance of public landscaping in the CFD. Both CFD No. 1 and CFD No. 2014-01 are citywide districts; however, the special tax is only applied to those properties that have been annexed into the district at the request of the qualified electors. CFD No. 4-Maintenance provides funding for onsite stormwater facilities in the Centerpointe development and is levied only against those properties within its boundaries. The special tax funds the annual administrative and maintenance expense of the CFD for which the funds were collected. Boundary maps of each CFD are included as Attachment 2.

Below is a table identifying each service CFD and its tax rate layers, the proposed maximum special tax, the proposed applied special tax, and the difference between the maximum and applied special tax rates:

SERVICE CFDS					
District	Purpose	Proposed FY 2016/17 Maximum Tax <sup>1,2</sup>	Proposed FY 2016/17 Applied Special Tax	Maximum Tax Annual Change <sup>2</sup>	Difference between Proposed Maximum & Applied Rate
CFD No. 1 (Park Maintenance)	Maintenance & operation of parks constructed after 7/08/03	\$161.66 /du	\$127.36 /du	2.03%	-21.22%
CFD No. 2014-01 (Maintenance Services)	Maintenance & operation of street lights & landscaping				
Tax Rate Area LM-01	Residential Landscaping	per parcel	per parcel	5.00%	
Tax Rate Area LM-01A		\$15.63	\$0.00		-100.00%
Tax Rate Area LM-01B		\$46.93	\$0.00		-100.00%
Tax Rate Area LM-01C		\$86.05	\$0.00		-100.00%
Tax Rate Area LM-01D		\$140.81	\$0.00		-100.00%
Tax Rate Area LM-01E		\$211.23	\$0.00		-100.00%
Tax Rate Area LM-01F		\$297.29	\$0.00		-100.00%
Tax Rate Area LM-01G		\$399.00	\$0.00		-100.00%
Tax Rate Area LM-01H		\$516.35	\$129.08		-75.00%
Tax Rate Area LM-01I		\$649.37	\$0.00		-100.00%
Tax Rate Area LM-01J		\$798.02	\$0.00		-100.00%
Tax Rate Area LM-01K		\$962.31	\$0.00		-100.00%
Tax Rate Area LM-01L		\$1,142.26	\$0.00		-100.00%
Tax Rate Area LM-01M		\$1,337.85	\$0.00		-100.00%
Tax Rate Area LM-01N		\$1,549.09	\$0.00		-100.00%
Tax Rate Area LM-01O		\$1,775.98	\$0.00		-100.00%
Tax Rate Area LM-01P		\$2,018.52	\$0.00		-100.00%
Tax Rate Area LM-01Q		\$2,276.70	\$0.00		-100.00%
Tax Rate Area LM-01R		\$2,550.53	\$0.00		-100.00%
Tax Rate Area LM-01S		\$2,840.00	\$0.00		-100.00%
Tax Rate Area LM-01T		\$3,145.12	\$0.00		-100.00%
Tax Rate Area LM-02	Non-Residential Landscaping	per front linear foot	per front linear foot	5.00%	
Tax Rate Area LM-02A		\$12.05	\$0.00		-100.00%
Tax Rate Area LM-02B		\$6.02	\$4.10		-31.89%
Tax Rate Area LM-02C		\$14.85	\$0.00		-100.00%
Tax Rate Area SL-01	Residential Street Lighting	per parcel	per parcel	5.00%	-45.77%
Tax Rate Area SL-02	Non-Residential Lighting	front linear foot	front linear foot	5.00%	-62.77%
CFD No. 4-M (Centerpointe) <sup>3</sup>	Maintenance of certain storm drain facilities	per square foot	per square foot	2.08%	-54.88%
<sup>1</sup> Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD					
<sup>2</sup> Subject to annual adjustment based off the Consumer Price Index; CFD No. 4-M is based off the Building Cost Index					
<sup>3</sup> Excess reserve fund balance; using over 5 year period which will reduce applied special tax					
du = dwelling unit					
sf = square foot					

The Finance Subcommittee reviewed the proposed maximum and applied special tax rates during its April 13, 2016 meeting and directed staff to calendar the item for City Council consideration.

### Annual Special Tax Reports

An Annual Special Tax Report for each CFD has been filed in the office of the Chief Financial Officer. The Report provides a detailed description of the proceedings for each CFD, identification of participating parcels, debt service requirements for bonded CFDs or estimated costs to provide the services for the service CFDs, and the proposed applied special tax to be levied on the property tax roll for FY 2016/17. These Reports are also available from the City Clerk's office and the Financial & Operations Division page of the City's website ([www.moval.org](http://www.moval.org)).

California Government Code Section 53411 ("Government Code") requires the filing of an Annual Bond Accountability Report with the legislative body for bonded districts. For CFD No. 5, CFD No. 87-1, and CFD No. 87-1 IA 1, the Report and the Annual Bond Accountability Report have been consolidated into the Annual Special Tax and Bond Accountability Report for FY 2016/17.

### ALTERNATIVES

1. Approve and adopt the proposed resolutions. *Staff recommends this alternative as it will allow for collection of revenue necessary to satisfy debt service obligations and fund services of the CFDs. It is also consistent with the Act and Government Code.*
2. Do not approve or adopt the proposed resolutions. *Staff does not recommend this alternative, as it will leave the CFDs without sufficient revenue to satisfy debt service obligations and fund services of the CFDs. For bonded CFDs, the Reserve Fund will be used to cover the shortfall for principal and interest payments and a technical default may occur. This may cause a default to bondholders and significantly impact the City's reputation in the bond market, affecting future bond sales. For the service CFDs, services will need to be reduced or eliminated. Failure to file the Reports is a violation of the Act and Government Code.*
3. Do not approve or adopt the proposed resolutions but rather continue the item to a future meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside's submission deadline for inclusion on the 2016/17 property tax bills without incurring additional costs.*

### FISCAL IMPACT

Special taxes authorized to be collected as part of a CFD are levied annually on the Riverside County property tax bill, or through a direct billing procedure for any special taxes that cannot be collected on the property tax bill. Only parcels within the boundaries of the CFD are subject to the respective special tax. Revenue generated by each CFD is restricted and can only be used for the CFD and the purpose for which it is collected. Below is a summary of the FY 2016/17 total proposed special tax levy for each CFD. Revenue projections are included in the City's FY 2016/17 Adopted Budget.

Bonded CFDs		
Fund	No. of Parcels Levied	Total Levy <sup>(1)</sup>
CFD 5	25	\$ 413,455.62
CFD 87-1	0	\$ -
CFD 87-1 IA1	33	\$ 16,083.08
Service CFDs		
Fund	No. of Parcels/ Dwelling Units Levied	Total Levy <sup>(1)</sup>
CFD 1	8,541	\$ 1,087,781.76
CFD 2014-01	157	\$ 24,658.78
CFD 4-M	9 <sup>(2)</sup>	\$ 25,546.68
<b>Total Levy</b>		<b>\$ 1,567,525.92</b>

<sup>(1)</sup> The levy may vary by parcel based on parcel size, development status, or tax rate areas the parcel is subject to.

<sup>(2)</sup> The site runoff for APN 297-170-086 does not drain into the constructed storm water and detention basin improvements. As a result, the special tax is not levied on this parcel.

There is no fiscal impact to the General Fund for calculation of the annual special tax or for the filing of the Reports. No funds or assets of the City have been pledged or are required to be allocated for the payment of debt service on the bonds. Although previously approved by the qualified electors, approval of the calculation of the maximum special tax and applied special tax is required as an administrative action of the City each year. The special tax for each district is applied to only those properties where the qualified elector has approved the special tax through a special election.

**NOTIFICATION**

The Annual Reports are on file in the office of the Chief Financial Officer and are also available from the City Clerk’s office and from the Financial & Operations Division page of the City’s website ([www.moval.org](http://www.moval.org)).

**PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

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

Concurred By:  
Gabriel Garcia  
Parks and Community Services Director

Concurred By:  
Michael Lloyd, P.E.  
Interim Land Development Division Manager

**CITY COUNCIL GOALS**

**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.

**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**

- 1. Resolution for CFD No. 1 Annual Approval
- 2. Boundary Maps

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>
City Manager Approval	<u>✓ Approved</u>

CFD No. 1 (Park Maintenance)  
Fund # 68-2491

RESOLUTION NO. CSD 2016-12

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CALCULATION OF THE COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM SPECIAL TAX RATE AND SETTING THE APPLIED TAX RATE FOR FISCAL YEAR 2016/17

WHEREAS, the CITY COUNCIL for the CITY OF MORENO VALLEY, CALIFORNIA, acting in its capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance No. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and

WHEREAS, Ordinance No. CSD-41 authorizes the CSD Board, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the rates and method of apportionment of special tax (RMA); and

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$115.00 per parcel/dwelling unit for fiscal year (FY) 2003/04. Per the RMA, beginning in FY 2004/05 and for each subsequent FY, the maximum annual special tax shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles-Riverside-Orange County, or by two percent (2%), whichever is greater; and

1  
Resolution No. CSD 2016-12  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 1 Annual Approval [Revision 1] (2119 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED



WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared the Annual Special Tax Report ("Report") for FY 2016/17, which identifies the calculation of the maximum and applied special taxes; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference as if fully set forth; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills that are subject to the special tax.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are all true and correct.
2. The FY 2016/17 maximum special tax per parcel/dwelling unit is set at \$161.66.
3. The FY 2016/17 applied special tax per parcel/dwelling unit is set at \$127.36.
4. That the Report for FY 2016/17, on file in the office of the City's CFO, is hereby received and filed.
5. That this legislative body hereby authorizes the City's CFO to make changes to the levy of the special taxes based on any parcel changes between the Council date and the submittal of the fixed charges to the County, provided the applied rate does not exceed the maximum special tax rate, is in compliance with the RMA, and is consistent with the approved budget.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
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

3  
Resolution No. CSD 2016-12  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 1 Annual Approval [Revision 1] (2119 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

**RESOLUTION JURAT**

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF MORENO VALLEY    )

I, Leslie Keane, Interim Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2016-12 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 7<sup>th</sup> day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

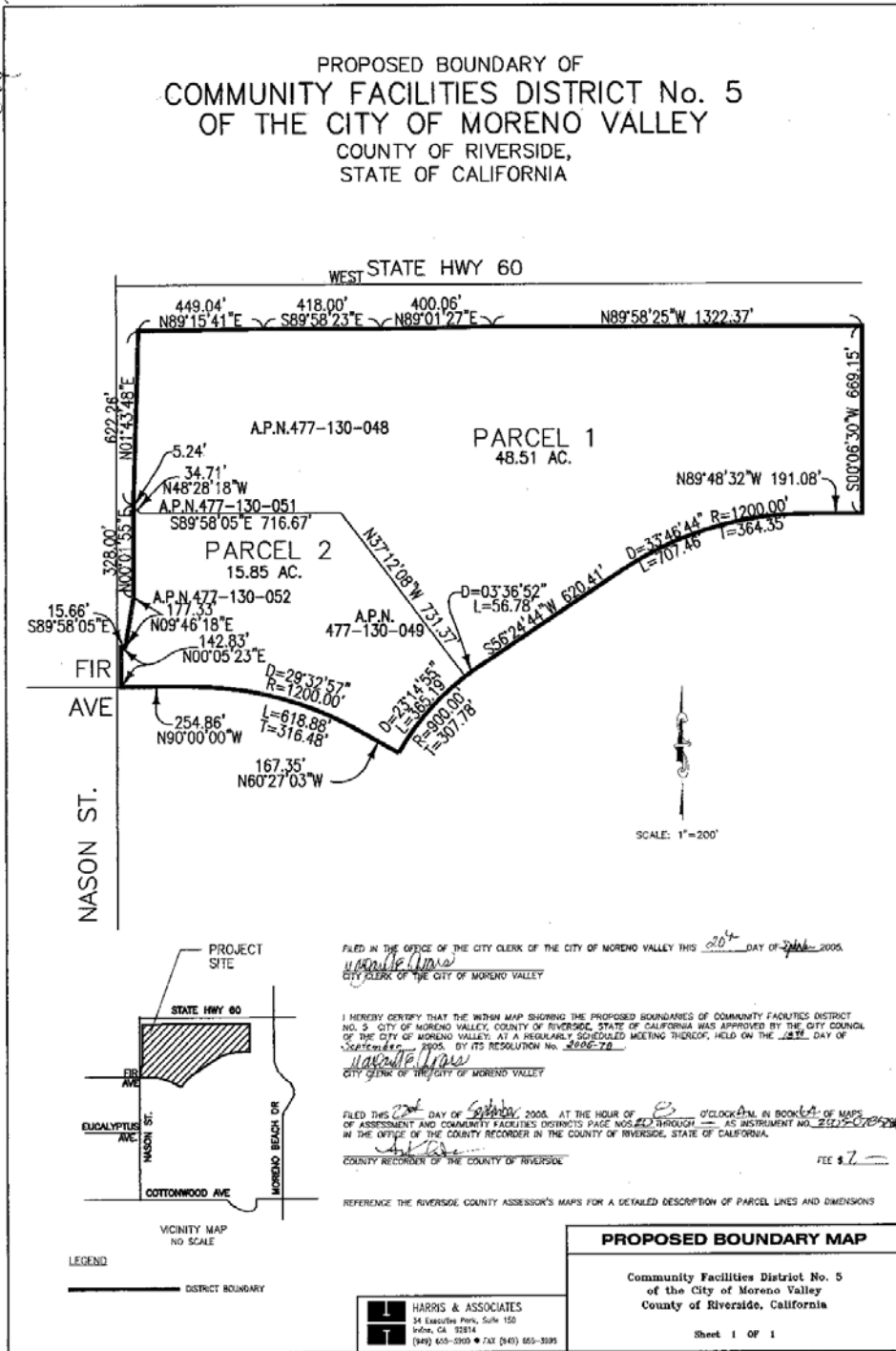
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4  
Resolution No. CSD 2016-12  
Date Adopted: June 7, 2016

Attachment: Resolution for CFD No. 1 Annual Approval [Revision 1] (2119 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED

# CFD No. 5 Boundary Map

6/20  
CITY



Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 87-1 Boundary Map

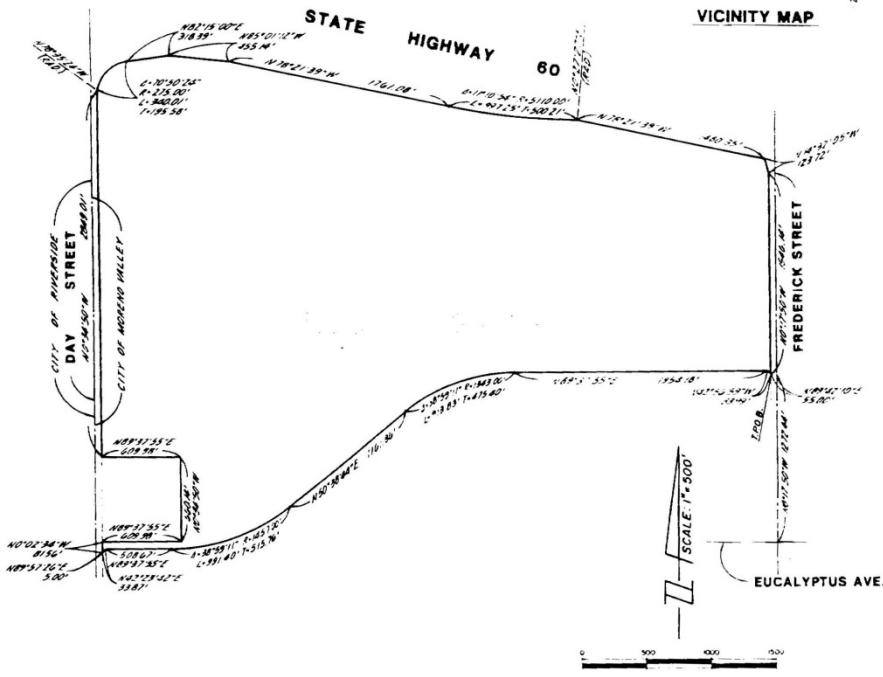
ORIGINAL  
2/4

SCALE: 1"=500' SHEET 1 OF 1 SHEET

## PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 87-1

CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDER'S CERTIFICATE  
 FILED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 1987  
 AT 2:00 P.M. IN BOOK 21 OF MAPS,  
 AT PAGE(S) 4, AT THE REQUEST OF THE  
 CITY CLERK  
 FEE \$6.00 WILLIAM E. CONERLY  
 COUNTY RECORDER  
 NO. 259089 BY Santa Rosa



THE BASIS OF BEARINGS IS THE CENTERLINE OF FREDERICK STREET BEING NORTH 0°15'00" WEST AS SHOWN ON A MAP FILED IN BOOK NO. 18, PAGE 11, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Filed in the Office of the City Clerk of the City of Moreno Valley, California, this 25<sup>TH</sup> day of August, 1987.

*Patricia G. Bunnison*  
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

I hereby certify that the within map showing proposed boundaries of District No. 87-1, City of Moreno Valley, County of Riverside, State of California, was approved by the City Council of the City of Moreno Valley at a regular meeting thereof, held on the 25<sup>TH</sup> day of August, 1987, by its Resolution No. 87-12.

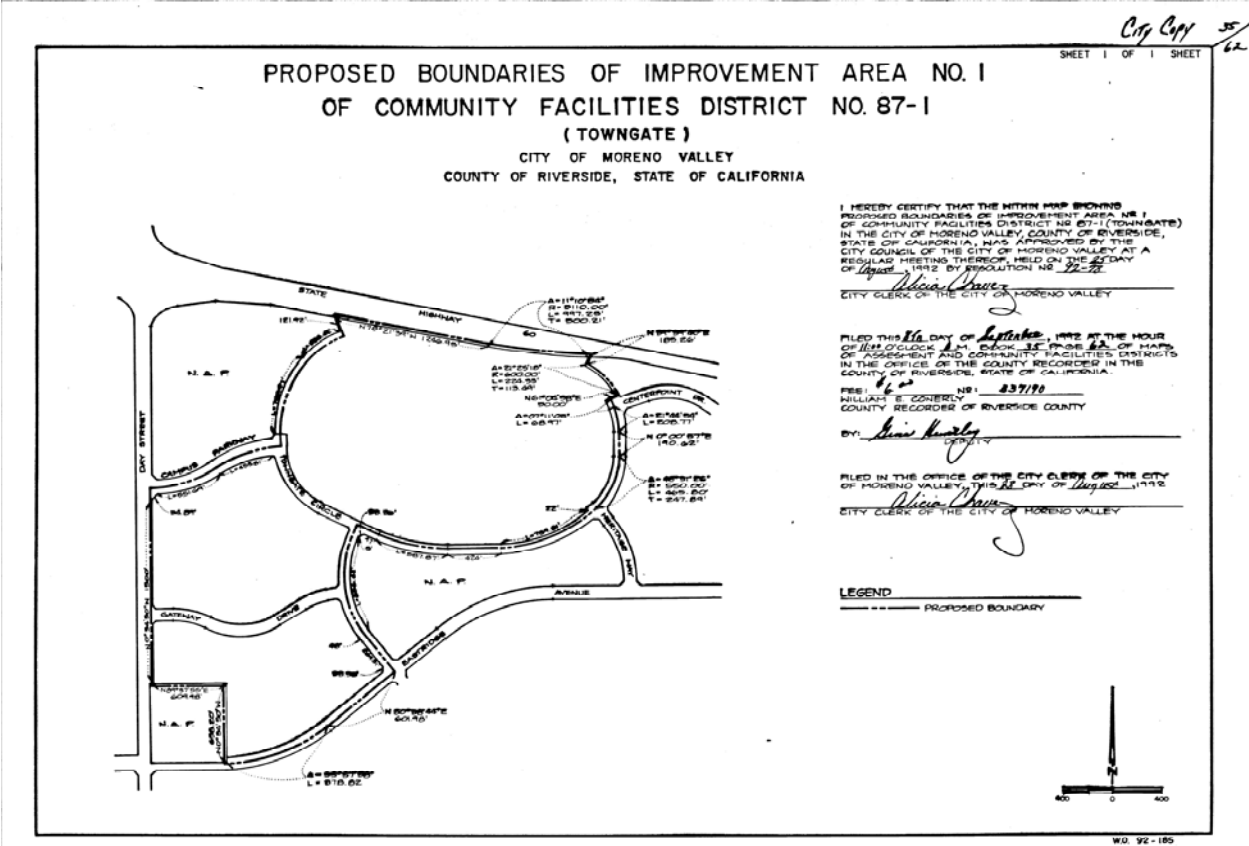
*Patricia G. Bunnison*  
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

PREPARED BY:  
**GFB & ASSOCIATES, INC.**  
 8809 INDIANA AVE. SUITE 201  
 RIVERSIDE, CA. 92506  
 (714) 781-0811

MS22-0125 7-8-87 81

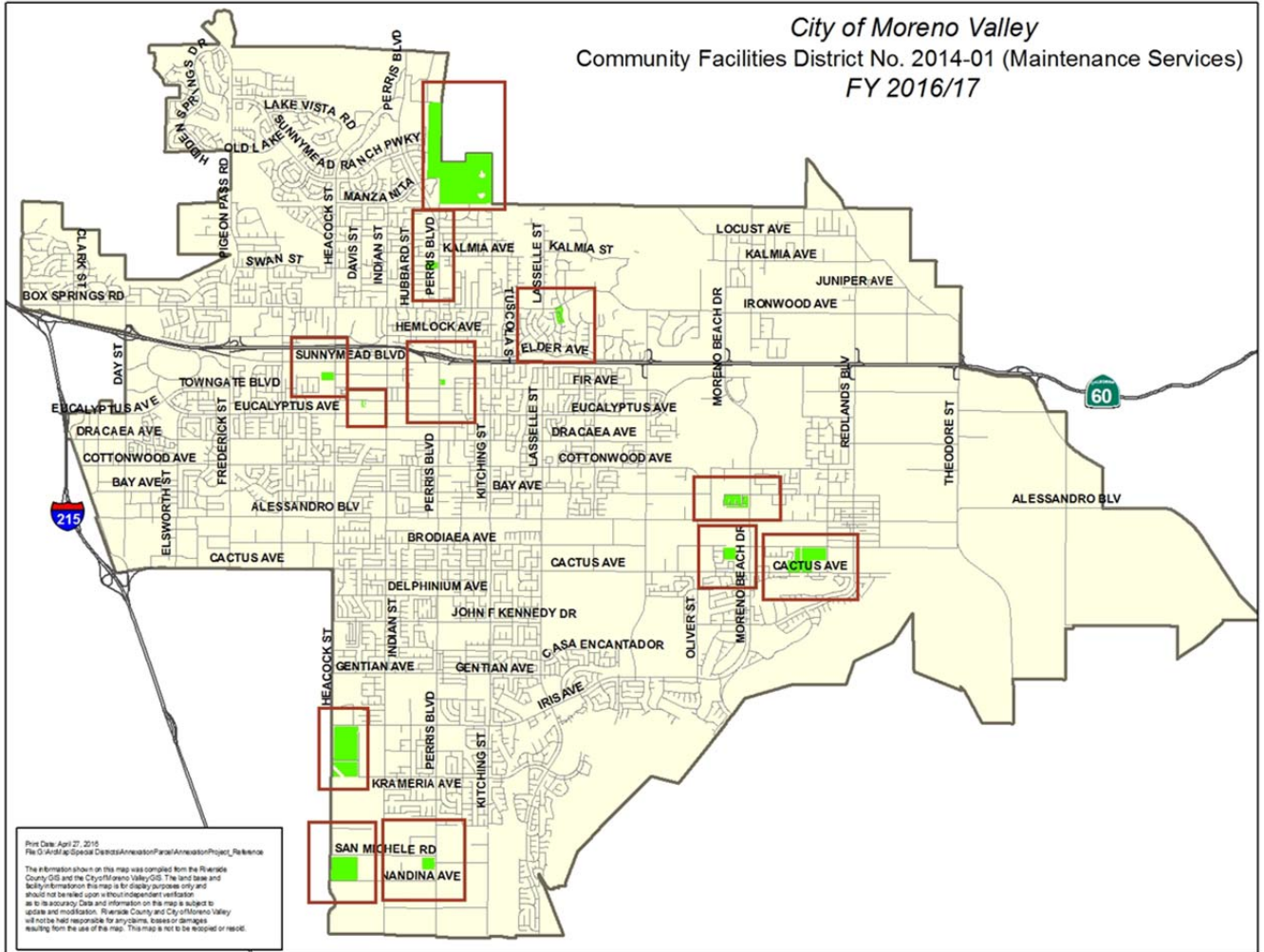
Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 87-1 Improvement Area 1 Boundary Map



Attachment: Boundary Maps (2119 : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

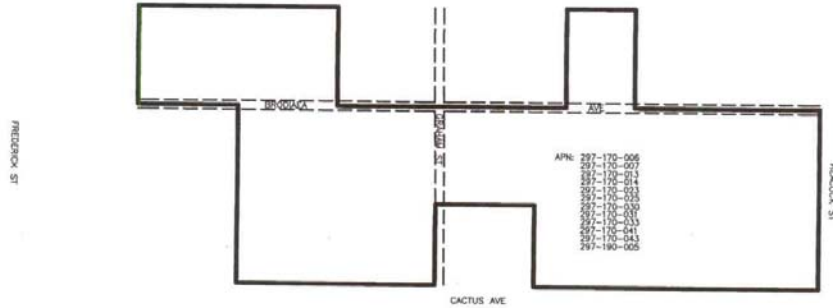
# CFD No. 2014-01 Boundary Map



Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

# CFD No. 4-Maintenance Boundary Map

## PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE OF THE CITY OF MORENO VALLEY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



VICINITY MAP  
NO SCALE  
LEGEND  
DISTRICT BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20<sup>th</sup> DAY OF September, 2005.  
*Maricela Alvarez*  
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13<sup>th</sup> DAY OF September, 2005, BY ITS RESOLUTION No. 02005-84.  
*Maricela Alvarez*  
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22<sup>nd</sup> DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK PM IN BOOK 14 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 78 THROUGH 79 AS INSTRUMENT NO. 2005-01852-79 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
*Alvin*  
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.00

**PROPOSED BOUNDARY MAP**

Proposed Boundary of  
Community Facilities District No. 4—Maintenance  
of the City of Moreno Valley  
County of Riverside, California

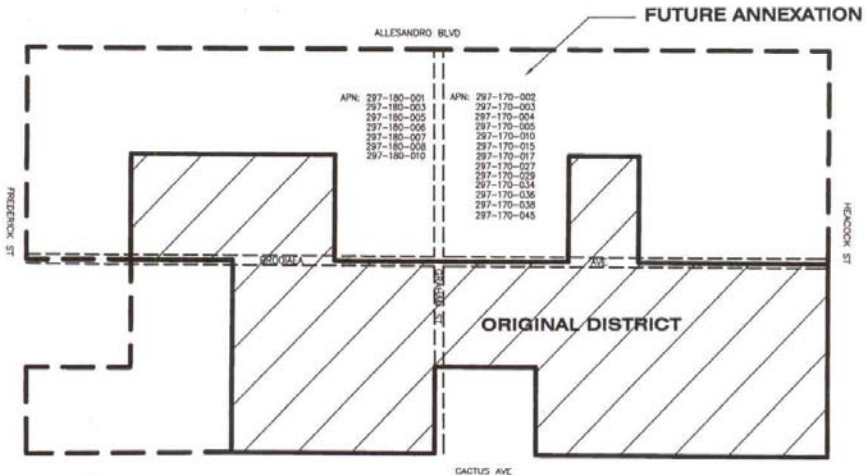
Sheet 1 OF 1

**HARRIS & ASSOCIATES**  
34 Executive Park, Suite 150  
Irvine, Ca. 92614  
(949) 655-3900 • FAX (949) 655-3995

Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN



FUTURE ANNEXATION AREA OF  
COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE  
OF THE CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS  
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20<sup>th</sup> DAY OF September, 2005.  
*Margaret Wilson*  
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13<sup>th</sup> DAY OF September, 2005, BY ITS RESOLUTION No. 2005-86.  
*Margaret Wilson*  
CITY CLERK OF THE CITY OF MORENO VALLEY

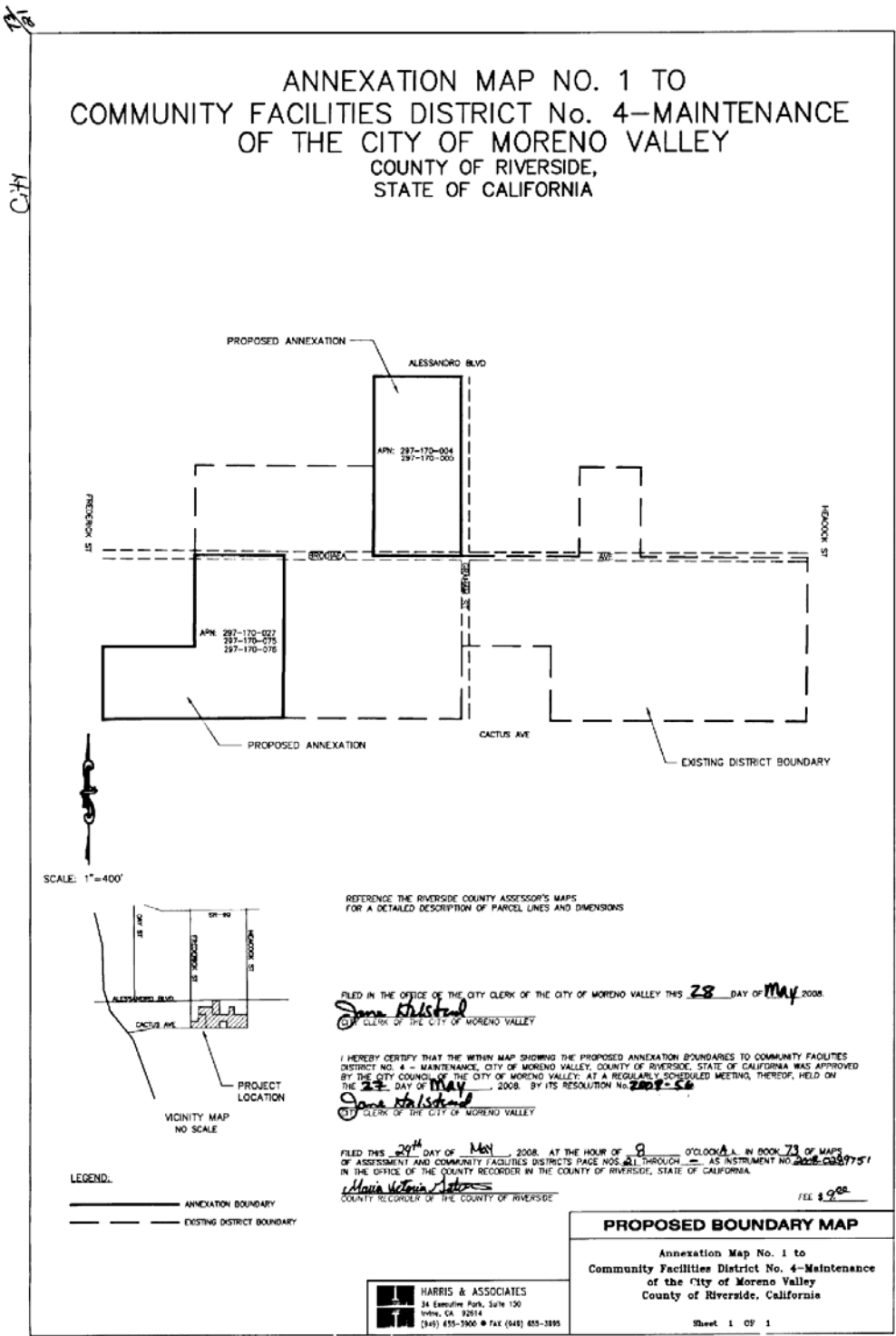
FILED THIS 22<sup>nd</sup> DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK AM, IN BOOK 6<sup>th</sup> OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 17 THROUGH 18 AS INSTRUMENT NO. 2005-0785280 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.  
*Margaret Wilson*  
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE FEE \$ 7.50

VICINITY MAP  
NO SCALE  
LEGEND  
———— DISTRICT BOUNDARY  
- - - - - FUTURE ANNEXATION AREA

**PROPOSED BOUNDARY MAP**  
Future Annexation Area of  
Community Facilities District No. 4-Maintenance  
of the City of Moreno Valley  
County of Riverside, California  
Sheet 1 OF 1

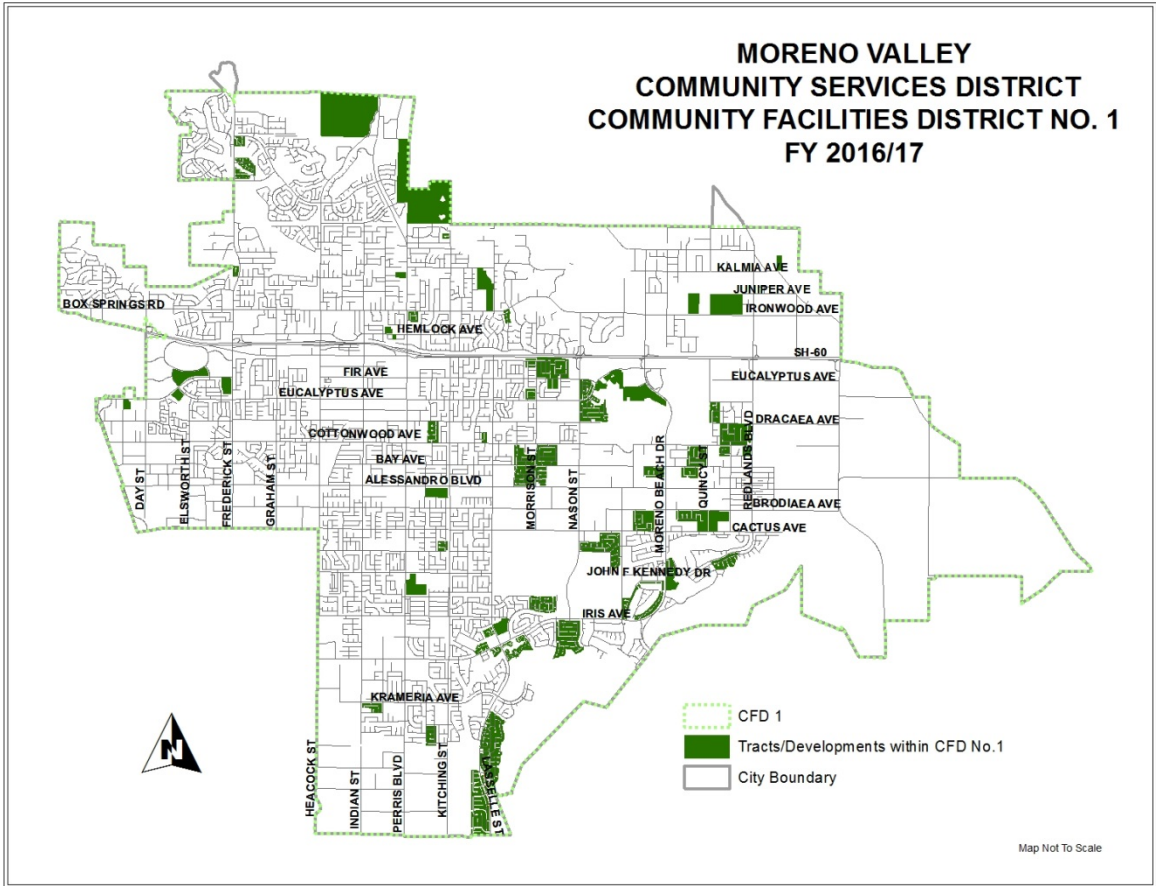
**HARRIS & ASSOCIATES**  
34 Executive Park, Suite 150  
Irvine, CA 92614  
(949) 855-3500 • FAX (949) 855-3895

Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN



Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN

### CFD No. 1 Boundary Map



Attachment: Boundary Maps (2119) : APPROVAL OF THE CALCULATION OF MAXIMUM AND APPLIED SPECIAL TAX RATES FOR CERTAIN



## Report to City Council

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**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Gabriel Garcia, Parks & Community Services Director

**AGENDA DATE:** June 7, 2016

**TITLE:** AUTHORIZATION TO NAME THE TRAILHEAD WITHIN HIDDEN SPRINGS PASSIVE PARK "DOMINIC DURDEN TRAILHEAD"

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. The City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District, authorize the naming of the trailhead located on the south section of Hidden Springs Passive Park as the "Dominic Durden Trailhead."

### **SUMMARY**

This report recommends approval of the Parks and Recreation Commission's recommendation to name the trailhead located on the south section of Hidden Springs Passive Park as the "Dominic Durden Trailhead."

### **DISCUSSION**

The Parks and Community Services Department received a request from resident Sabine Durden to name a facility in honor of her son, Dominic Durden. Mr. Durden, a dedicated volunteer and employee of both the City and County, died tragically in 2012 at the age of 30 in a vehicle accident.

The City's only policy for naming City facilities is Admin. Policy #4.8; while the stated purpose in this policy is to "solicit from the community nominations for naming the various softball/baseball fields located at park facilities in Moreno Valley," the

stipulations of this policy were used for discussion and review by the Commission in consideration of Ms. Durden's request. The policy was adopted by the City Council in July 1999 and revised in March 2006 and indicates that a nominee should meet four or more of the following qualifications:

- A. The Nominee resided or conducted business in Moreno Valley for at least seven (7) years.
- B. The Nominee exemplified outstanding citizenship and sense of community and provided outstanding services to the community for more than seven (7) years.
- C. The Nominee has served as an outstanding role model for youth in the community.
- D. The Nominee has given his or her life to save others.
- E. The Nominee has mobilized the community and provided outstanding support to either parks or recreation activities.
- F. The Nominee has made a significant monetary contribution to a recreational program, capital project or Parks and Recreation facility.
- G. The Nominee has willingly shared their special talents, skills, and knowledge with others so that they may carry on a specific activity.
- H. The Nominee has demonstrated outstanding leadership in a number of community programs and/or projects.

At the January 14, 2016 meeting of the Parks and Recreation Commission, Ms. Durden provided the following information regarding Dominic Durden:

- Resided in Moreno Valley for 20 years.
- Was the Volunteer of the Year for the City of Moreno Valley in 2004.
- Volunteered with the MVTV-3 staff and was hired after two years as an employee with the City of Moreno Valley.
- Spent countless hours volunteering for the Emergency Response Force, Community Emergency Response Team (CERT) and at fire stations throughout the city.
- Shared his special talents, skills and knowledge with youth in the community.
- Taught CERT classes and stressed the importance of being involved in the community.
- Demonstrated outstanding leadership, professional conduct and dedication throughout his life as a volunteer. He was commended for his response to an emergency incident that occurred at a softball tournament in 2001.

Based upon the above information, the Parks and Recreation Commission, recommends the naming the trailhead within Hidden Springs Passive Park in honor of Dominic Durden. Additionally, the Hidden Springs Homeowners Association, at its meeting on February 10, 2016, indicated its support of the Parks and Recreation Commission's recommendation to name the trailhead within the Hidden Springs Passive Park as the "Dominic Durden Trailhead."

It is anticipated that the City will install a 18"x24" granite plaque which will cost approximately \$1,000. The plaque would be attached to a rock or another feature to complement the natural open space aesthetics.

**ALTERNATIVES**

1. Authorize the naming of the trailhead located on the south section of Hidden Springs Passive Park as the "Dominic Durden Trailhead." *Staff recommends this alternative as it would be an appropriate way to honor Dominic Durden.*
2. Do not authorize the naming of the trailhead within Hidden Springs Passive Park in honor of Mr. Durden and provide direction to staff due to policy reasons. *Staff does not recommend this alternative.*

**FISCAL IMPACT**

It is estimated the fiscal impact will be approximately \$1,000 and funded from the Park Maintenance budget.

**NOTIFICATION**

Posting of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Mel Alonzo  
Parks and Community Services Division Manager

Department Head Approval:  
Gabriel P. Garcia  
Parks and Community Services Director

**CITY COUNCIL GOALS**

**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.

**ATTACHMENTS**

1. Policy #4.8 Nominating Policy for Naming Athletic Fields Facilities
2. Trailhead within Hidden Springs Passive Park

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	4/07/16 3:20 PM
City Attorney Approval	<u>✓ Approved</u>	5/24/16 9:24 AM

City Manager Approval

✓ Approved

5/24/16 11:34 AM

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**NOMINATING POLICY FOR NAMING ATHLETIC FIELDS/FACILITIES**


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**PURPOSE:** To solicit from the community nominations for naming the various softball/baseball fields located at park facilities in Moreno Valley.

**POLICY:****I. Procedure for Naming Various Softball/Baseball Fields at Park Facilities:**

- A. Make available to the community applications for naming Parks and Recreation athletic fields/facilities.
- B. Once all nominations are compiled, the information will be submitted to the Parks and Recreation Commission for review and recommendation to City Council.
- C. Following review by the Parks and Recreation Commission, the proposed name(s) will be forwarded to the City Council for final review and approval.

**II. Qualifications:**

Names that will be considered for nomination may include a person or persons (living or deceased), an organization, or have historical/symbolic significance to the City of Moreno Valley.

If the Nominee is a person or organization, the Nominee must meet four or more of the following qualifications:

- A. The Nominee has resided or conducted business in Moreno Valley for at least seven (7) years.
- B. The Nominee has exemplified outstanding citizenship and sense of community and provided outstanding services to the community for more than seven (7) years.
- C. The Nominee has served as an outstanding role model for youth in the community.
- D. The Nominee has given his or her life to save others.
- E. The Nominee has mobilized the community and provided outstanding support to either parks or recreation activities.
- F. The Nominee has made a significant monetary contribution to a recreational program, capital project or Parks and Recreation facility.
- G. The Nominee has willingly shared their special talents, skills, and knowledge with others so that they may carry on a specific activity.
- H. The Nominee has demonstrated outstanding leadership in a number of community programs and/or projects.

In addition, the Nominee must be of good character, and a background check will be required of the Nominee. If the name being submitted is not a person or organization, the suggested name must have historical or symbolic significance to the City of Moreno Valley.

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 Approved by: City Council

7/13/99

Revised 3/14/06



**NOMINATING POLICY FOR NAMING ATHLETIC FIELDS/FACILITIES**

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**CITY OF MORENO VALLEY  
PARKS AND RECREATION DEPARTMENT**

**APPLICATION FOR NAMING ATHLETIC FIELDS/FACILITIES**

Moreno Valley Parks and Recreation is seeking nominations from the community for naming the various softball/baseball fields and facilities located at park facilities in Moreno Valley. If you know of someone or an organization that you feel would be worthy of having a field named in their honor or have a suggestion for a name having historical or symbolic significance to the City of Moreno Valley, please complete the appropriate nomination form (attached) and forward to Moreno Valley Parks and Recreation at 14075 Frederick Street, Post Office Box 88005, Moreno Valley, CA 92552-0805.

Once all nominations are compiled, the information will be submitted to the Parks and Recreation Commission for review and recommendation to City Council. After a recommendation is made by the Parks and Recreation Commission, the proposed name(s) will be forwarded to the City Council for final review and approval.

Attachment: Policy #4.8 Nominating Policy for Naming Athletic Fields Facilities (2031 : AUTHORIZATION TO NAME THE TRAILHEAD WITHIN

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Approved by: City Council

7/13/99

Revised 3/14/06

**NOMINATING POLICY FOR NAMING ATHLETIC FIELDS/FACILITIES**

**NOMINATION FORM FOR A PERSON**

Please Print

<b>NOMINEE INFORMATION</b>	
<b>Name Being Nominated</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>Day Time Telephone Number</b>	
<b>E-Mail Address</b>	
<b>Number of years residing in Moreno Valley (if applicable)</b>	
<b>Which facility or field do you want considered for the naming?</b>	
<b>Why do you believe this person(s)/organization should receive this honor?</b>	
<b>What criteria has the Nominee met (as outlined in policy)?</b>	
<b>Other comments you may have regarding the Nominee.</b>	
<b>Your Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>E-Mail Address</b>	

Mail the completed form to Moreno Valley Parks and Recreation, Post Office 88005, Moreno Valley, CA 92552-0805 or deliver to the Conference and Recreation Center, 14075 Frederick Street.

Approved by: City Council

7/13/99

Revised 3/14/06

**NOMINATING POLICY FOR NAMING ATHLETIC FIELDS/FACILITIES**

**NOMINATION FORM FOR A HISTORICAL OR SIGNIFICANT NAME**

Please Print

NOMINEE INFORMATION	
Name Being Nominated	
Which facility or field do you want considered for the naming?	
Why do you believe this name should be chosen?	
Other comments you may have regarding the name.	
Your Name	
Address	
Telephone Number	
E-Mail Address	

Mail the completed form to Moreno Valley Parks and Recreation, Post Office 88005, Moreno Valley, CA 92552-0805 or deliver to the Conference and Recreation Center, 14075 Frederick Street.

Approved by: City Council

7/13/99

Revised 3/14/06

# Trailhead within Hidden Springs Passive Park



Attachment: Trailhead within Hidden Springs Passive Park (2031 : AUTHORIZATION TO NAME THE TRAILHEAD WITHIN HIDDEN SPRINGS



## Report to City Council

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**TO:** Mayor and City Council  
 Mayor and City Council Acting in its Capacity as President  
 and Members of the Board of Directors of the Moreno Valley  
 Community Services District (CSD)

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** PUBLIC HEARING ESTABLISHING APPROPRIATIONS  
 ("GANN") LIMIT FOR FISCAL YEAR 2016-17

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council and CSD:**

1. Conduct a Public Hearing to receive public comments on the City of Moreno Valley's appropriations limit for Fiscal Year 2016/17.
2. Adopt Resolution No. 2016-39, a resolution of the City Council of the City of Moreno Valley, California, establishing the appropriations limit for Fiscal Year 2016/17.
3. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2016/17.
4. Adopt Resolution No. CSD 2016-13, a resolution of the Moreno Valley Community Services District establishing the appropriations limit for Fiscal Year 2016/17.

### **SUMMARY**

Each year the City and the Community Services District are required to adopt resolutions establishing a limit on their appropriations of tax proceeds.

The Traffic Congestion Relief and Spending Limitation Act (Proposition 111), approved by the voters on June 5, 1990, changed some of the factors used in the calculation of this limit. For Fiscal Year 2016-17, the City's General Fund appropriations limit is

calculated to be \$115,401,757. The City's Preliminary Base Operating Budget contains appropriations subject to the limit totaling \$71,329,731. Therefore, the portion of the Fiscal Year 2016-17 Preliminary Base Operating Budget subject to the limit is \$44,072,026 less than the City's Fiscal Year 2016-17 appropriations limit.

The Community Services District (the District) is required to adopt a similar resolution establishing the appropriations limit for tax proceeds. For Fiscal Year 2016-17, the District's appropriations limit is calculated to be \$18,596,202. The District's Preliminary Base Operating Budget contains appropriations subject to the limit totaling \$10,733,417. Therefore, the portion of the Fiscal Year 2016-17 Preliminary Base Operating Budget subject to the limit is \$7,862,786 less than the District's Fiscal Year 2016-17 appropriations limit.

## **DISCUSSION**

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIII B of the State Constitution. Article XIII B sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, the State and local governments must adopt a resolution establishing an appropriations limit, also known as the "Gann Limit". Fiscal Year 1986-87 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.
- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court or Federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- The voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction or the change in the U.S. Consumer Price Index or the change in California per capita personal income.

- The change in population is defined as either a change in the City's population or a change in the County's population, whichever is greater.
- "Qualified capital outlay projects" were added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years and a cost that equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

Proposition 111 provides several options for calculating increases in the appropriations limit. With respect to the change in population, the increase in the City's population was used (2.35%).

With respect to the change in the cost-of-living criterion, Per Capita Personal Income (+.5.37%) was used, as the change in non-residential assessed valuation information is not yet available from the County.

For purposes of this calculation, the City's total projected revenue proceeds from the General Fund are \$92,881,528. Of this amount, \$71,329,731 is identified as coming from tax proceeds, while \$21,551,797 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds. The Fiscal Year 2016-17 Preliminary Base Operating Budget contains appropriations subject to the limitation of \$71,329,731. This amount is \$44,072,026 below the City's legal appropriations limit of \$115,401,757.

For purposes of this calculation, the total projected revenue proceeds from the Community Services District are \$19,097,133. Of this amount, \$10,733,417 is identified as coming from tax proceeds, while \$8,363,716 is identified as coming from non-tax proceeds. Exhibit A provides a breakdown of budgeted revenues and their classification as tax proceeds or non-tax proceeds. The Fiscal Year 2016-17 Preliminary Base Operating Budget contains appropriations subject to the limitation of \$10,733,417. This amount is \$7,862,786 below the District's legal appropriations limit of \$18,596,202.

## **ALTERNATIVES**

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2016/17.
2. Conduct a Public Hearing to receive public comments on the CSD's appropriations limit for Fiscal Year 2016/17.
3. Adopt proposed resolution establishing the appropriations limit for the City of Moreno Valley for Fiscal Year 2016/17.

- 4. Adopt proposed resolution establishing the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2016/17.
- 5. Do not conduct the public hearing or the resolutions and provide staff with further direction. Staff does not recommend this alternative since it will cause a delay in setting the appropriations limits before the commencement of the next fiscal year.

Staff recommends Alternatives 1-4 since these alternatives will establish the appropriations limits prior to the commencement of the fiscal year.

Staff does not recommend Alternative 5 since this action will result in the City not being in compliance with the state constitution.

**FISCAL IMPACT**

There is no fiscal impact. Both the General Fund and the District are safely within their legal appropriations limits for Fiscal Year 2016-17.

**NOTIFICATION**

Notification regarding the adoption of the Gann Limit was published in the newspaper on May 23<sup>rd</sup> and May 30<sup>th</sup>. The documents were made available for public review on May 16, 2016.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Resolution No. 2016-39
- 2. 2016-17 General Fund Gann Calculation
- 3. Resolution CSD 2016-13
- 4. 2016-17 Special Districts Gann Calculation

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:38 PM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 9:45 AM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:48 PM



## RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MORENO VALLEY, CALIFORNIA, ESTABLISHING THE  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the City of Moreno Valley shall by resolution, establish an appropriations limit for the City for the following fiscal year; and

WHEREAS, the City Council has received the Preliminary Base Operating Budget for Fiscal Year 2016-17, a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the City; and

WHEREAS, the City's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the City for Fiscal Year 2016-17 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution; and

WHEREAS, the City Council has elected to use the annual change in the Per Capita Personal Income as the cost of living factor, and

WHEREAS, the City Council has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the City Council.

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

1. That the appropriations limit for the City of Moreno Valley for Fiscal Year 2016-17 is hereby established at \$115,401,757, and the total annual appropriations subject to such limitation for Fiscal Year 2016-17 is estimated to be \$71,329,731.
2. The City Council hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriations (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the City of Moreno Valley reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous appropriation limit in the present or future.

1  
Resolution No. 2016-39  
Date Adopted: June 7, 2016

- 3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2016, the City Clerk shall file a copy of this Resolution with the Auditor of the County of Riverside.
- 4. Within fifteen days after the adoption of this Resolution, the City Clerk shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

2  
Resolution No. 2016-39  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-39 [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT FOR FISCAL

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-39 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2016-39<sup>3</sup>  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-39 [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT FOR FISCAL

EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 GENERAL FUND FY 16/17

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b>Taxes</b>			
Property (1)	\$ 29,333,777		\$ 29,333,777
Sales (2)	20,486,866		20,486,866
Motor Vehicle In-Lieu	-		-
Business Gross Receipts	1,778,000		1,778,000
Utility Users	16,092,542		16,092,542
Other Taxes	1,605,650		1,605,650
<b>Fees</b>			
Franchise		5,644,658	5,644,658
Development Fees		7,653,800	7,653,800
Other Fees, Permits & Licenses		2,270,439	2,270,439
Fines & Forfeitures		674,573	674,573
Administrative Charges		3,552,861	3,552,861
Intergovernmental		265,000	265,000
Miscellaneous		876,362	876,362
<b>Total</b>	<b>\$ 69,296,835</b>	<b>\$ 20,937,693</b>	<b>\$ 90,234,528</b>
<b>% of Total</b>	<b>76.80</b>	<b>23.20</b>	<b>100.00</b>
<b>Allocation of Interest</b>	<b>2,032,896</b>	<b>614,104</b>	<b>2,647,000</b>
<b>Adjusted Total</b>	<b>\$ 71,329,731</b>	<b>\$ 21,551,797</b>	<b>\$ 92,881,528</b>

Revenues are based on FY 2015/2016 Proposed Budget

Notes:

- (1) Includes Property Tax In-Lieu of Vehicle License Fees In-Lieu
- (2) Includes Property Tax In-Lieu of Sales Tax

Attachment: 2016-17 General Fund Gann Calculation [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?))

EXHIBIT B

CITY OF MORENO VALLEY  
APPROPRIATIONS (GANN) LIMITS  
LIMIT CALCULATION  
GENERAL FUND FY 16/17

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2016/17 Total Revenue *	\$	92,881,528
Less: Non-Proceeds of Tax		21,551,797
A) Total Appropriations Subject to the Limit	\$	<u>71,329,731</u>

APPROPRIATIONS LIMIT

B) FY 2015/16 Appropriations Limit			\$107,002,093
C) Change Factor **	<u>% Increase</u>	<u>Factor</u>	
Cost of Living (Per Capital Personal Income)-COL	5.37	1.0537	
Population Adjustment - PA	2.35	1.0235	
Change Factor (COL x PA)		<u>1.0785</u>	
D) Increase in Appropriations Limit			8,399,664
E) FY 2016/17 Appropriations Limit (B x C)			<u>\$ 115,401,757</u>

REMAINING APPROPRIATIONS CAPACITY

(E - A)			<u>\$ 44,072,026</u>
Remaining Capacity as a Percent of the FY 2015/16 Appropriations Limit			<u>38.19</u>

\* Revenues based upon FY 2015/16 Amended Budget

\*\* State Department of Finance  
Percent of Change in California Per Capita Income  
Percent of Change in City of Moreno Valley Population

Attachment: 2016-17 General Fund Gann Calculation [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT

EXHIBIT C

**CITY OF MORENO VALLEY  
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS  
GENERAL FUND AND COMMUNITY SERVICES DISTRICT**

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	APPROPRIATIONS SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
1990/91	4.21%	12.34%	\$21,790,136	\$12,168,319	\$9,621,817	\$3,511,329	\$1,447,368	\$2,063,961
1991/92	4.14%	9.53%	\$25,184,125	\$12,702,824	\$12,481,301	\$4,058,248	\$1,068,016	\$2,990,232
1992/93	-0.64%	4.74%	\$26,209,119	\$21,751,950	\$4,457,169	\$4,223,419	\$1,127,115	\$3,096,304
1993/94	2.72%	3.69%	\$27,915,333	\$22,167,783	\$5,747,550	\$4,498,364	\$1,090,166	\$3,408,198
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1997/98	4.67%	0.19%	\$34,677,158	\$22,635,500	\$12,041,658	\$5,587,986	\$952,480	\$4,635,506
1998/99	4.15%	4.44%	\$37,718,345	\$23,919,000	\$13,799,345	\$6,078,052	\$1,000,500	\$5,077,552
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2010/11	-2.54%	1.40%	\$84,193,306	\$50,777,288	\$33,416,018	\$13,567,175	\$3,059,579	\$10,507,596
2011/12	2.51%	3.66%	\$89,463,807	\$54,120,708	\$35,343,099	\$14,416,480	\$3,146,478	\$11,270,002
2012/13	3.77%	1.05%	\$93,811,748	\$57,930,634	\$35,881,114	\$15,117,121	\$3,146,049	\$11,971,072
2013/14	5.12%	1.23%	\$99,825,081	\$59,511,085	\$40,313,996	\$16,086,128	\$3,193,939	\$12,892,189
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2016/17	5.37%	2.35%	\$115,401,757	\$71,329,731	\$44,072,026	\$18,596,202	\$10,733,417	\$7,862,785

Note (1) During 2014 the City Attorney made a ruling that certain revenues which had previously been shown as Non-Proceeds of Tax should be shown as Proceeds of Tax instead. That ruling is reflected in data beginning with FY 2015/16.

Attachment: 2016-17 General Fund Gann Calculation [Revision 2] (2075 : PUBLIC HEARING

## RESOLUTION NO. CSD 2016-13

A RESOLUTION OF THE MORENO VALLEY  
COMMUNITY SERVICES DISTRICT ESTABLISHING THE  
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-17

WHEREAS, Article XIII B of the California Constitution and Section 7910 of the California Government Code require that each year the Moreno Valley Community Services District (District) shall by resolution, establish an appropriations limit for the District for the following fiscal year; and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has adopted the Preliminary Base Operating Budget for Fiscal Year 2016-17 a copy of which is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said budget contains the estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the District; and

WHEREAS, the District's Financial & Management Services Department has heretofore prepared and submitted data and documentation required for and to be used in the determination of certain matters and for the establishment of an appropriations limit for the District for Fiscal Year 2016-17 and such data and documentation has been available to the public for at least fifteen days prior to adoption of this Resolution, and

WHEREAS, the City Council has elected to use the annual change in the Per Capita Personal Income as the cost of living factor. and

WHEREAS, the City Council, acting in its capacity as the Board of Directors of the District, has considered pertinent data and documentation and made such determinations as may be required by law, and has adopted this Resolution at a regularly scheduled meeting of the Board of Directors of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the appropriations limit for the Moreno Valley Community Services District for Fiscal Year 2016-17 is hereby established at \$18,596,202, and the total annual appropriations subject to such limitation for Fiscal Year 2016-17 is estimated to be \$10,733,417,
2. The District's Board of Directors hereby adopts the findings and methods of calculations set forth in Exhibit A, the Proceeds of Tax Calculation, Exhibit B, the Appropriation (Gann) Limit Calculation, and Exhibit C, the Summary of Annual Appropriation (Gann) Limits. To the extent permitted by applicable law, the

1

Resolution No. CSD 2016-13  
Date Adopted: June 7, 2016

Attachment: Resolution CSD 2016-13 [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT FOR FISCAL

District reserves the right to change or revise any gross factors associated with the calculation of the limit established pursuant to Article XIII B of the California Constitution if such changes or revisions would result in a more advantageous appropriations limit in the present or future.

- 3. Pursuant to Section 53901 of the California Government Code, by no later than August 30, 2016, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall file a copy of this Resolution with the Auditor of the County of Riverside.
- 4. Within fifteen days after the adoption of this Resolution, the City Clerk, acting in the capacity of Secretary of the Moreno Valley Community Services District, shall certify to the adoption thereof and, as so certified, cause a copy to be posted in at least three public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its adoption.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

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Mayor of the City of Moreno Valley,  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

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City Clerk, acting in the capacity  
 of Secretary of the Moreno Valley  
 Community Services District

APPROVED AS TO FORM:

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City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Community Services District

2  
 Resolution No. CSD 2016-13  
 Date Adopted: June 7, 2016

Attachment: Resolution CSD 2016-13 [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT FOR FISCAL



**RESOLUTION JURAT**

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF MORENO VALLEY )

I, Leslie Keane, Interim Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2016-13 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2016-13<sup>3</sup>  
Date Adopted: June 7, 2016

Attachment: Resolution CSD 2016-13 [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?) LIMIT FOR FISCAL

## EXHIBIT A

CITY OF MORENO VALLEY  
 APPROPRIATIONS (GANN) LIMIT  
 PROCEEDS OF TAX CALCULATION  
 COMMUNITY SERVICES DISTRICT FY 16/17

REVENUE SOURCE	BUDGETED PROCEEDS OF TAX	BUDGETED NON-PROCEEDS OF TAX	TOTAL REVENUE
<b>Taxes</b>			
Zone A - Parks & Recreation	7,180,887		7,180,887
Zone A - Parks & Recreation Rest. Assets	-		-
CFD No 1 - Parks	1,059,800		1,059,800
LMD 2014-01 - Residential Lights	90,700		90,700
Zone C - Arterial Lights	557,400		557,400
Zone D - Standard Landscaping	-		-
Zone E - Extensive Landscaping	-		-
LMD 2014-02	-		-
CFD 2014-01	-		-
Zone L - Library Services	1,787,470		1,787,470
Zone M - Median Fund	-		-
Zone S - Sunnymead Blvd.	-		-
<b>Fees</b>			
Zone A - Parks & Recreation		1,104,350	1,104,350
Zone A - Parks & Recreation Rest. Assets		-	-
CFD No 1 - Parks		26,000	26,000
LMD 2014-01 - Residential Lights		981,100	981,100
Zone C - Arterial Lights		174,400	174,400
Zone D - Standard Landscaping		1,227,700	1,227,700
Zone E - Extensive Landscaping		401,900	401,900
LMD 2014-02		2,075,800	2,075,800
CFD 2014-01		-	-
Zone L - Library Services		18,000	18,000
Zone M - Median Fund		168,900	168,900
Zone S - Sunnymead Blvd.		58,000	58,000
<b>Miscellaneous</b>			
Zone A - Parks & Recreation		7,150	7,150
Zone A - Parks & Recreation		646,200	646,200
Zone A - Parks & Recreation		5,000	5,000
Zone A - Parks & Recreation		5,000	5,000
Zone B - Residential Lights		-	-
Zone E - Extensive Landscaping		-	-
LMD 2014-02		-	-
Zone D - Standard Landscaping		-	-
Zone L - Library Services		2,000	2,000
Zone L - Library Services		50,000	50,000
<b>Transfers In</b>			
Zone A - Parks & Recreation		521,021	521,021
Zone A - Parks & Recreation Rest. Assets		-	-
CFD No 1 - Parks		-	-
LMD 2014-01 - Residential Lights		500,000	500,000
Zone C - Arterial Lights		20,000	20,000
Zone D - Standard Landscaping		-	-
Zone E - Extensive Landscaping		-	-
LMD 2014-02		220,529	220,529
CFD 2014-01		-	-
Zone L - Library Services		-	-
Zone M - Median Fund		106,126	106,126
Zone S - Sunnymead Blvd.		-	-
<b>Total</b>	\$ 10,676,257	\$ 8,319,176	\$ 18,995,433
<b>% of Total</b>	56.20	43.80	100.00
<b>Allocation of Interest *</b>	57,160	44,540	101,700
<b>Adjusted Total</b>	<u>\$ 10,733,417</u>	<u>\$ 8,363,716</u>	<u>\$ 19,097,133</u>

Attachment: 2016-17 Special Districts Gann Calculation [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?))

## EXHIBIT B

**CITY OF MORENO VALLEY  
APPROPRIATIONS (GANN) LIMITS  
LIMIT CALCULATION  
COMMUNITY SERVICES DISTRICT FY 16/17**

APPROPRIATIONS SUBJECT TO THE LIMIT

FY 2016/17 Total Revenue *	\$ 19,097,133
Less: Non-Proceeds of Tax	8,363,716
A) Total Appropriations Subject to the Limit	\$ 10,733,417

APPROPRIATIONS LIMIT

B) FY 2015/16 Appropriations Limit	17,242,654
C) Change Factor **	
Cost of Living (Per Capital Personal Income)-COL	5.37
Population Adjustment - PA	2.35
Change Factor (COL x PA)	1.0785
D) Increase in Appropriations Limit	1,353,548
E) FY 2016/17 Appropriations Limit (B x C)	\$ 18,596,202

REMAINING APPROPRIATIONS CAPACITY

(E - A)	\$ 7,862,786
Remaining Capacity as a Percent of the FY 2015/146 Appropriations Limit	42.28

\* Revenues based upon FY 2015/16 Proposed Budget

\*\* State Department of Finance  
Percent of Change in California Per Capita Income  
Percent of Change in Population

Attachment: 2016-17 Special Districts Gann Calculation [Revision 2] (2075 : PUBLIC HEARING ESTABLISHING APPROPRIATIONS (?GANN?))

EXHIBIT C

CITY OF MORENO VALLEY  
SUMMARY OF ANNUAL APPROPRIATION (GANN) LIMITS  
GENERAL FUND AND COMMUNITY SERVICES DISTRICT

FISCAL YEAR	COST OF LIVING CHANGE	POPULATION CHANGE	GENERAL FUND			COMMUNITY SERVICES DISTRICT		
			APPROPRIATIONS LIMIT	SUBJECT TO THE LIMIT	REMAINING CAPACITY	APPROPRIATIONS LIMIT	SUBJECT TO THE LIMIT	REMAINING CAPACITY
1984/85	-	-	\$8,000,000	\$1,489,525	\$6,510,475	\$1,000,000	\$225,224	\$774,776
1985/86	3.74%	-	\$8,299,200	\$5,801,524	\$2,497,676	\$1,037,400	\$366,257	\$671,143
1986/87	2.30%	13.34%	\$10,739,623	\$7,182,998	\$3,556,625	\$1,730,616	\$571,404	\$1,159,212
1987/88	3.40%	21.27%	\$13,419,869	\$8,186,487	\$5,233,382	\$2,162,519	\$514,685	\$1,647,834
1988/89	3.93%	13.98%	\$15,897,098	\$9,117,625	\$6,779,473	\$2,561,707	\$595,770	\$1,965,937
1989/90	4.98%	11.53%	\$18,612,989	\$10,193,243	\$8,419,746	\$2,999,354	\$973,431	\$2,025,923
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Attachment: 2016-17 Special Districts Gann Calculation [Revision 2] (2015 : PUBLIC HEARING



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 7, 2016

**TITLE:** PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2016/2017 ANNUAL RATES

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Conduct a Public Hearing to consider all public testimony on the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” as provided in the Public Notice.
2. Adopt Resolution No. 2016-40, a Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential, and Common Interest, Commercial, Industrial and Quasi-Public Use Development of the County of Riverside Property Tax Roll.

### **SUMMARY**

This report recommends that the City Council conduct a Public Hearing to consider all public testimony on the proposed National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for Fiscal Year (FY) 2016/2017. NPDES Regulatory Rate revenues support specific services provided by the Storm Water Management Program, and have been included in the FY 2016/2017 Proposed Budget.

**DISCUSSION**

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

**Proposition 218**

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES Regulatory Rate. Based upon this review, it has been determined that the NPDES Regulatory Rate is in compliance with Proposition 218.

**Proposed Regulatory Rates**

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City’s NPDES Storm Water Management Program. The annual percentage change in the Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties was +2.03%. The proposed FY 2016/2017 annual rates were calculated utilizing the base fiscal year (identified in Tables 1 and 2) levy amount and the approved corresponding CPI adjustments from rate inception. The methodology utilized brings an accurate, to the penny amount of the proposed annual rates for FY 2016/2017. Staff recommends that the proposed FY 2016/2017 annual rate adjustments occur to maintain current program service levels. The CPI adjustments are recommended to cover inflationary increases in utility and maintenance costs.

The following tables outline the specific services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

**TABLE 1**

<b>NPDES Regulatory Rate for New Residential Development</b> (Base FY 2003/2004)		
<b>Service Level</b>	<b>Current Maximum Annual Rate FY 2015/2016</b>	<b>Proposed Maximum Annual Rate FY 2016/2017</b>

LEVEL I	NPDES Administration and overhead.	\$39.66/Parcel	\$40.47/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	\$75.36/Parcel	\$76.89/Parcel
LEVEL II-A* (Base FY 2008/2009)	Sand Filter Maintenance.	\$34.35/Parcel	\$35.05/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$67.22/Parcel	\$68.58/Parcel
LEVEL IV	Water Quality System Retrofit.	\$152.95/Parcel	\$156.05/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

**TABLE 2**

<b>NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development</b> (Base FY 2005/2006)			
<b>Service Level</b>		<b>Current Maximum Annual Rate FY 2015/2016</b>	<b>Proposed Maximum Annual Rate FY 2016/2017</b>
LEVEL I	NPDES Administration and overhead.	\$39.81/Parcel	\$40.62/Parcel

LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$187.85/Parcel	\$191.66/Parcel
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### **ALTERNATIVES**

1. Conduct public hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative because these actions are needed to place the NPDES rates on the County property tax roll.*
2. Do not conduct public hearing and approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative because the County of Riverside may challenge our ability to place the NPDES rates on the County property tax roll.*

### **FISCAL IMPACT**

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the annual percentage change in the Los Angeles-Riverside-Orange County CPI for calendar year 2015, which was +2.03%.

For FY 2016/2017, the maximum annual regulatory rate per parcel for single-family residential development is \$308.46 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction and replaces the Level II rate. Since the Level III rate is lower than the Level II rate, the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$232.28 (includes Levels I and II combined from Table 2). Projected FY 2016/2017 revenues to be derived from the proposed rates that includes the addition of newly developed parcels to be levied are \$460,385.62; an increase of \$13,132.21 over FY 2015/2016 projected revenues.

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property



owners in the previous year. The service level provided would be adjusted according to the approved funding level.

Revenue received from the NPDES rates is restricted and can only be used within the Storm Water Management program. It is used to offset the current NPDES Permit expenses and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. The NPDES rates are only applied to the property tax bills of those parcels where the property owners previously approved the rates to be applied to the property tax bill.

**NOTIFICATION**

-Publication of Agenda

-Newspaper advertising was published on May 24, 2016 and May 31, 2016 with information about the June 7, 2016 Public Hearing.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Rae Beimer  
Storm Water Program Manager

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

Concurred By:  
Michael Lloyd, P.E.  
Interim Engineering Division Manager

**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 Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**ATTACHMENTS**

- 1. Resolution No. 2016-40\_NPDES Reg Rate

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/17/16 7:41 AM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 1:29 PM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:47 PM

## RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE LEVY OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW RESIDENTIAL, AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT OF THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code relating to the establishment and collection of the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council heretofore caused a report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, and has caused notice of said report and of the public hearing thereon to be duly given; and

1

Resolution No. 2016-40  
Date Adopted: June 7, 2016

WHEREAS, the City Council held a Public Hearing on June 7, 2016, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, upon tabulation of the assessment ballots submitted, and not withdrawn, the City Clerk determined that the City determined that the ballots submitted in opposition to the assessment do not exceed the ballots submitted in favor of the assessment; and

WHEREAS, on June 7, 2016, the City Council reviewed and considered the NPDES regulatory rate for new residential and common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and

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

1. That the foregoing recitals are true and correct and incorporated herein by this reference.
2. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.
3. The maximum rate to be collected for fiscal year (FY) 2016/2017 shall be \$308.46 per parcel for new residential development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.
4. The maximum rate to be collected for FY 2016/2017 shall be \$232.28 per parcel for new common interest, commercial, industrial, and quasi-public-use development, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.
5. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.

2  
Resolution No. 2016-40  
Date Adopted: June 7, 2016

- 6. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.
- 7. The effective date of this Resolution shall be June 7, 2016.
- 8. That all provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.
- 9. That if any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or be reason of any preemptive legislation, that such invalidity shall not affect other provisions of this Resolution that can be given effect without the invalid provision, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. That the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

3  
Resolution No. 2016-40  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-40\_NPDES Reg Rate [Revision 2] (2057 : PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-40 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7<sup>th</sup> day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

4  
Resolution No. 2016-40  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-40\_NPDES Reg Rate [Revision 2] (2057 : PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** June 7, 2016

**TITLE:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF "CONFIDENTIAL NATURE" FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-41 titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF "CONFIDENTIAL NATURE" FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS".

### **DISCUSSION**

Pursuant to the California Public Records Act ("PRA"), City Councilmembers are entitled to access to the City's public records on the same basis as any other person. The PRA further provides that when authorized to do so as part of their official duties, City Councilmembers may access public records of the City that are otherwise exempt, with some exceptions such as, but not limited to, certain personnel records and certain police records.

In 1991, the City Council adopted an official Legislative Policy known as "Staff Assistance Provided to City Council" in which it is provided that "all correspondence sent to any City Councilmember from staff shall be copied in all cases to all City

Councilmembers and the City Manager, unless such correspondence is of a ‘confidential nature’.”

A single City Councilmember (other than the Mayor) does not have the authority to place an item on a City Council agenda for consideration by the City Council, unless the request is sponsored by another City Councilmember. The Ralph M. Brown Act prohibits a majority of the City Councilmembers from hearing, discussing, deliberating or taking action on any item that is within the subject matter jurisdiction of the City Council at the same time or location outside the context of a noticed public meeting. However, “one-way communications” sent by staff to the entire City Council do not constitute a Brown Act violation if staff does not communicate to a majority of the City Councilmembers the comments or positions of other City Councilmembers and none of the City Councilmembers reply to all or to a majority of their colleagues expressing their respective positions or opinions on the subject matter of the subject communication.

To reduce the risk of an inadvertent Brown Act violation, it is recommended that each City Councilmember who request information from staff be granted the discretion to determine whether the information he or she requested should be deemed to be confidential in nature for purposes of determining whether any correspondence sent by staff that references or contains said information should be automatically shared with all members of the City Council.

Accordingly, the attached Resolution amends the definition of “Confidential in Nature” as follows:

That the applicable provisions of the Legislative Policy known as “Staff Assistance Provided to City Council” shall be amended to read as follows: “. . . all correspondence sent to any City Councilmember from staff shall be copied in all cases to all City Councilmembers and the City Manager, unless such correspondence is of a confidential nature, **which shall be determined by the City Councilmember who requested the information contained or referenced in the subject correspondence.**”

## **ALTERNATIVES**

1. That the City Council adopt the attached Resolution titled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF “CONFIDENTIAL NATURE” FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS”
2. That the City Council **not** adopt the attached Resolution titled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF “CONFIDENTIAL NATURE” FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE

OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER  
MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS”

**PREPARATION OF STAFF REPORT**

Prepared By:  
Steven B. Quintanilla  
Interim City Attorney

**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.

**ATTACHMENTS**

- 1. Confidentiality Resolution

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/24/16 11:10 AM
City Attorney Approval	<u>✓ Approved</u>	5/24/16 9:14 AM
City Manager Approval	<u>✓ Approved</u>	5/26/16 7:39 AM



**RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A DEFINITION OF “CONFIDENTIAL NATURE” FOR PURPOSES OF DETERMINING WHAT TYPE OF CORRESPONDENCE OR OTHER DOCUMENTS PROVIDED TO ONE CITY COUNCILMEMBER MUST BE AUTOMATICALLY SHARED WITH ALL COUNCIL MEMBERS**

**WHEREAS**, the California Public Records Act (“PRA”), City Councilmembers are entitled to access to the City’s public records on the same basis as any other person; and

**WHEREAS**, the PRA further provides that when authorized to do so as part of their official duties, City Councilmembers may access public records of the City that are otherwise exempt, with some exceptions such as, but not limited to, certain personnel records and certain police records; and

**WHEREAS**, in 1991, the City Council adopted an official Legislative Policy known as “Staff Assistance Provided to City Council” in which it is provided that “all correspondence sent to any City Councilmember from staff shall be copied in all cases to all City Councilmembers and the City Manager, unless such correspondence is of a ‘confidential nature’”; and

**WHEREAS**, a single City Councilmember (other than the Mayor) does not have the authority to place an item on a City Council agenda for consideration by the City Council, unless the request is sponsored by another City Councilmember; and

**WHEREAS**, the Ralph M. Brown Act prohibits a majority of the City Councilmembers from hearing, discussing, deliberating or taking action on any item that is within the subject matter jurisdiction of the City Council at the same time or location outside the context of a noticed public meeting; and

**WHEREAS**, “one-way communications” sent by staff to the entire City Council do not constitute a Brown Act violation if staff does not communicate to a majority of the City Councilmembers the comments or positions of other City Councilmembers and none of the City Councilmembers reply to all or to a majority of their colleagues expressing their respective positions or opinions on the subject matter of the subject communication; and

**WHEREAS**, to reduce the risk of an inadvertent Brown Act violation, it is recommended that each City Councilmember who requested information from staff be allowed to determine whether the information should be deemed to be confidential in

1  
Resolution No. 2016-41  
Date Adopted: June 7, 2016

nature for purposes of determining whether any correspondence sent by staff that references or contains said information should be automatically shared with all members of the City Council.

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

**SECTION 1. Recitals.** That the Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Definition of “Confidential in Nature.”** That the applicable provisions of the Legislative Policy known as “Staff Assistance Provided to City Council” shall be amended to read as follows: “. . . all correspondence sent to any City Councilmember from staff shall be copied in all cases to all City Councilmembers and the City Manager, unless such correspondence is of a confidential nature, which shall be determined by the City Councilmember who requested the information contained or referenced in the subject correspondence.”

**SECTION 3. Severability.** That if any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 4. Certification.** That the City Clerk shall certify to the adoption of this Resolution.

**SECTION 5. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 7th day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

2  
Resolution No. 2016-41  
Date Adopted: June 7, 2016

APPROVED AS TO FORM:

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City Attorney

3  
Resolution No. 2016-41  
Date Adopted: June 7, 2016

Attachment: Confidentiality Resolution [Revision 2] (2120 : A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY,

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-41 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

4  
Resolution No. 2016-41  
Date Adopted: June 7, 2016



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Quintanilla, Interim City Attorney

**AGENDA DATE:** June 7, 2016

**TITLE:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED OPERATING POLICY FOR BOARDS AND COMMISSIONS

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-42 titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED AND COMPLETELY RESTATED OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES".

### **DISCUSSION**

The City Council has broad authority to establish boards, commissions and committees as part of the sub-government of the City and set forth the powers, duties, and method of appointment of their members. The attached policy sets forth those City Council policies that will apply generally to all City's boards, commissions and committees, unless there is a different and/or more specific policy provided by an ordinance or resolution that formed a certain board, commission or committee.

#### **Boards, Commissions and Committees**

This section notes that all City boards, commissions and committees may only be established by an ordinance or resolution adopted by the City Council. It also addresses the general scope of the purpose of boards, commissions and committees which are created to: (1) provide an additional forum and opportunity for community participation in the public decision making process; (2) perform specific administrative acts on behalf

of the City; and (3) recommend to City Council specific policy-related issues for possible City Council study and action.

The other topics addressed in this section include, but are not limited to, the following; (1) Terms of Office, (2) Compensation, (3) Number of Members, (4) Alternates, (5) Quorum Requirements, (6) Attendance (7) Absences (8) Rules of Procedure (9) Council Liaison and (10) Staff Liaison.

### **Appointment Procedures**

This section addresses a number of state requirements regarding mandatory notices which must be provided or posted by the City. One such notice includes a Local Appointments List which must be posted on or before December 31 of each year and must identify all regular and ongoing boards, commissions, and committees which are appointed by the City Council. It also must list all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for each position. Another required notice includes a Special Vacancy Notice that must be posted whenever an unscheduled vacancy occurs on any board, commission, or committee for which the City Council has the appointing power, whether due to resignation, forfeiture, death, termination or other causes.

This section also provides that commencing December 2016, the Mayor will make all appointments to boards, commissions, and committees, from the pool of applicants, subject to approval (“ratification”) by a majority vote of the City Council. In the event, there is no majority approval of the Mayor’s appointment, the Mayor may make subsequent appointments from the remaining pool of applicant subject to approval by a majority of the City Council, until one of his or appointments are approved by a majority of the City Council.

In addition, this section points out that all appointments must be discussed and made in an open session meeting of the City Council and that all appointments to boards, commissions and committees are at-will. At-will means the City Council by majority vote has the right to remove or dismiss at any time with or without cause any member of a board, commission or committee created by the City Council.

### **Eligibility**

Several eligibility requirements are set forth in this section. These eligibility requirements apply to appointments and continued service as a member of a board, commission or committee. The eligibility requirements include the following

- Other Positions – cannot concurrently serve on more than one board, commission or committee of the City or its affiliated agencies, occupy a position of employment with the City or its affiliated agencies, or hold a paid office with the City or any of its affiliated agencies.

- Residency/Registered Voter – must be a registered voter of the City and maintain a principal place of residence within the City, unless non-residents or minors are permitted to serve as members.
- Criminal Charges/Convictions – cannot serve if convicted of a felony or certain designated crimes specified in the Constitution and the Government Code.
- Youth Programs/Activities – cannot serve on any board, commission or committee which oversees any youth programs and/or youth activities in the City if convicted of the offenses specified in Public Resources Code Section 5164.
- Background Check – must submit to the same background checks required of City employees.
- Mental Incapacity – cannot serve if committed to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict.
- Physical Incapacity – cannot serve if physically incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the person will not be able to perform the duties of his or her office.
- Excessive Unexcused Absences – cannot miss more than 25 percent of the meetings held during any twelve month period with some exceptions.
- Oath/Bond – must take the oath/affirmation of office required by the California Constitution.
- Ethics Training – must attend or participate in an AB 1234 Ethics Training program.
- Disclosure of Confidential Information – cannot disclose, without written authorization by the City Clerk or City Attorney, any information deemed confidential or exempt from disclosure.
- Nepotism – cannot serve if applicant has an immediate family member who serves on the City Council nor can the person serve on a board, commission or committee that oversees a department or division where an immediate family member routinely works as a City employee.

## **ALTERNATIVES**

1. That the City Council adopt the attached Resolution titled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED AND COMPLETELY RESTATED OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES.
2. That the City Council **not** adopt the attached Resolution titled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED AND COMPLETELY RESTATED OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES.

## **PREPARATION OF STAFF REPORT**

Prepared By:

Name: Steven B. Quintanilla  
 Title Interim City Attorney

### **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.

### **ATTACHMENTS**

1. Boards Resolution
2. Revised Operating Policy for Boards and Commissions

### **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/25/16 9:53 AM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 9:42 AM
City Manager Approval	<u>✓ Approved</u>	5/26/16 7:36 AM



**RESOLUTION NO. 2016-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND ADOPTING A REVISED AND COMPLETELY RESTATED OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

**WHEREAS**, the City Council has broad authority to establish boards, commissions and committees as part of the sub-government of the City and set forth the powers, duties, and method of appointment of their members; and

**WHEREAS**, the City Council desires to set forth those City Council policies that will apply generally to all City's boards, commissions and committees, unless there is a different and/or more specific policy provided by an ordinance that formed a certain board, commission or committee.

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

**SECTION 1. Recitals.** That the Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**SECTION 2. Adoption.** That the revised and completely restated Operating Policy for Boards, Commissions and Committees, attached hereto and incorporated herein by reference, is hereby approved and adopted.

**SECTION 3. Severability.** That if any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**SECTION 4. Certification.** That the City Clerk shall certify to the adoption of this Resolution.

**SECTION 5. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

1  
Resolution No. 2016-42  
Date Adopted: June 7, 2016

APPROVED AND ADOPTED this 7th day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

2  
Resolution No. 2016-42  
Date Adopted: June 7, 2016

Attachment: Boards Resolution [Revision 1] (2115 : A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA,

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-42 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

3  
Resolution No. 2016-42  
Date Adopted: June 7, 2016

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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**I. Policy**

- A. *Authority* – The City Council has broad authority to establish boards, commissions and committees as part of the sub-government of the City and set forth the powers, duties, and method of appointment of their members.
- B. *Purpose* - The purpose of this policy is to set forth those City Council policies that general apply to all City's boards, commissions and committees, unless there is a different and/or more specific policy provided by an ordinance that formed a certain board, commission or committee.

**II. Boards, Commissions and Committees**

- A. *Formation* – All City boards, commissions and committees shall only be established by an ordinance or resolution duly approved and adopted by the City Council.
- B. *General Scope* - Boards, commissions and committees are created by the City Council to: (1) provide an additional forum and opportunity for community participation in the public decision making process; (2) perform specific administrative acts on behalf of the City; and (3) recommend to City Council specific policy-related issues for possible City Council study and action.
- C. *Powers and Duties* – The specific powers and duties of each board, commission and committee shall be set forth in the formation ordinance or resolution that creates a board, commission or committee.
- D. *Terms* – Unless otherwise provided by the formation ordinance or resolution for a particular board, commission or committee, the term of members of boards, commissions and committees shall be three (3) years, or until his or her successor is appointed by the City Council.
- E. *Compensation* - Unless otherwise provided by the formation ordinance or resolution for a particular board, commission or committee, all members of any board, commission or committee shall serve without monetary compensation for their services.
- F. *Number of Members* - Unless otherwise provided by the formation ordinance or resolution for a particular board, commission or committee, the number of regular members on any board, commission or committee shall consist of no more than nine (9) plus up to two (2) alternate members.

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Approved by: City Council

00/00/00

Revised: 00/00/00

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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- G. *Quorum* - Unless otherwise provided by the formation ordinance or resolution for a particular board, commission or committee, a quorum for any meeting shall require at least four (4) regular members to be present at the meeting, unless otherwise permitted by the Ralph M. Brown Act as set forth in California Government Code section 54950, et seq. Alternate members shall not be counted towards this quorum requirement.
- H. *Attendance and Absences* – If a member of any board, commission or committee is unable to attend a scheduled meeting, he or she should notify the Staff Liaison as soon as possible. Failure to notify the Staff Liaison in advance of an expected absence from a meeting will constitute an un-excused absence. Excused absences include, but are not limited to: (1) illness; (2) care of a family member; (3) transportation difficulty; (4) pre-scheduled appointments; (5) job interview; (6) employment issues; or (7) general household matters. The board, commission or committee reserves the right to excuse an absence for other legitimate reasons provided that a motion to excuse is made, seconded and approved by a majority of the subject board, commission or committee.
- I. *Meeting Locations* - *Meeting* locations for boards, commissions and committees shall be designated by staff based on the occupancy capacity of the meeting space and whether the meeting space is generally available on a consistent basis for periodic meetings of the subject board, commission or committee.
- J. *Regular Meetings* – The schedule of regular meetings of any board, commission or committee may be set by ordinance, resolution, or formal action of the City Council.
- K. *Ralph M. Brown Act* – All boards, commissions and committee are subject to the Ralph M. Brown Act as set forth in California Government Code section 54950, et seq.
- L. *Rules of Procedure* - All meetings of boards, commissions and committees shall be subject to Rosenberg’s Rules of Procedure.
- M. *Staff Liaison* - The City Manager shall assign at least one staff member to serve as Staff Liaison to each board, commission and committee. The Staff Liaison shall provide staff assistance, as may be required, to his or her assigned board, commission or committee. Staff assistance includes communicating concerns/requests or the board, commission or committee to the Council Liaison, preparing agendas, taking minutes and providing general administrative support.
- N. *Council Liaison* - The City Council may appoint a City Councilmember to serve as a Council Liaison to any board, commission or committee it so chooses. The Council Liaison shall attend at least one meeting per calendar year of their respective board,

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Approved by: City Council

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Revised: 00/00/00

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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commission or committee. The Council Liaison may attend additional meetings on an as-needed or as-requested basis, subject the Council Liaison's availability. The Council Liaison, with the assistance of the Staff Liaison, shall serve as a contact person for the City Council to ask questions, receive clarification or provide direction regarding any matter within the subject matter jurisdiction of the Council Liaison's board, commission or committee.

### **III. Appointment Procedures**

- A. *Local Appointments List* – Pursuant to the Maddy Act, as set forth in Government Code sections 54970-54974, on or before December 31 of each year, the City Council shall direct the City Clerk to prepare a Local Appointments List which: (1) identifies all regular and ongoing boards, commissions, and committees which are appointed by the City Council; and (2) lists all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for each position. The Local Appointments List shall be made available to members of the public through posting at the same physical locations regular City Council meeting agendas are posted, at the City's library and any of its branches and on the City's website.
- B. *Special Vacancy Notice* - Whenever an unscheduled vacancy occurs on any board, commission, or committee for which the City Council has the appointing power, whether due to resignation, forfeiture, death, termination or other causes, a special vacancy notice shall be posted in the City Clerk's office, at the same physical locations regular City Council meeting agendas are posted, at the City's library and any of its branches and on the City's website not earlier than 20 days before or later than 20 days after the vacancy occurs.
- C. *Appointment Application* - All applicants, including incumbents, for membership on any board, commission or committee shall complete the standard application form provided by the City Clerk, which shall be the same application form for all board, commission and committee member applicants. Completed applications shall be forwarded to the City Council for review. Incomplete applications will be returned to the applicant as incomplete and will not be forwarded to the City Council for review.
- D. *Emergency Appointments* – The City Council may, if it finds that an emergency exists, fill an unscheduled vacancy immediately. A person appointed to fill the vacancy on an emergency basis shall serve only on an acting basis until the final appointment is made.

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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- E. *Final Appointments* - Final appointments to any board, commission, or committee shall not be made by the City Council for at least 10 working days after the posting of any directly related vacancy notice.
- F. *Elected Mayor* - Commencing December 2016, the Mayor makes all appointments to boards, commissions, and committees, from the pool of applicants, subject to approval by a majority vote of the City Council, unless otherwise specifically provided by state law. In the event, there is no majority approval of the Mayor's appointment, the Mayor may make subsequent appointments from the remaining pool of applicant subject to approval by a majority of the City Council, until one of his or appointments are approved by a majority of the City Council.
- G. *Open Session Appointments* - Appointments must be discussed and made in an open session meeting of the City Council and appointments must be reported in an open session meeting of the City Council on the day of the appointment.
- H. *At-Will Status* -- All appointments to boards, commissions and committees are at-will, meaning that the City Council by majority vote has the right to remove or dismiss at any time with or without cause any member of a board, commission or committee created by the City Council, unless otherwise prohibited by any applicable law, regulation or policy.

#### **IV. Eligibility**

Unless otherwise set forth in state law or the City's Municipal Code, the following eligibility requirements shall apply to appointments and continued service as a member of a board, commission or committee.

- A. *Other Positions* - No board, commission or committee member shall concurrently serve on more than one board, commission or committee of the City or its affiliated agencies, occupy a position of employment with the City or its affiliated agencies, or hold a paid office with the City or any of its affiliated agencies. Acceptance of a position on another board, commission or committee or acceptance of employment or a paid office with the City or its affiliated agencies by a board, commission or committee member during his or her term shall result in the automatic forfeiture of his or her board, commission or committee membership status and said position shall be declared vacant by the City Clerk
- B. *Residency/Registered Voter* - A board, commission or committee member shall be a registered voter of the City and maintain his or her principal place of residence within the City throughout his or her term, unless otherwise provided by the formation ordinance or resolution for certain boards, commissions and committees that permit non-residents or minors to serve as members. If a board, commission or

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**


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committee member loses his or her registered voter status or ceases to maintain his or her principal place of residence within the City during his or her term, then it shall result in an immediate forfeiture of office and said position shall be declared vacant by the City Clerk, unless otherwise provided by the board, commission or committee's formation ordinance or resolution.

- C. *Criminal Charges/Convictions* - A criminal conviction, including the entry of a nolo contendere (no-contest) plea, an entry of a guilty plea, the rendering of a verdict of a guilty either by a jury or by the court sitting without a jury of any felony, of any offense involving a violation of his or her official duties and certain designated crimes specified in the Constitution and the Government Code shall disqualify a person from being appointed to a board, commission or committee. If any such conviction occurs during a board, commission or committee member's term it shall result in an immediate forfeiture of office and said position shall be declared vacant by the City Clerk. If a board, commission or committee member is charged with any of the aforementioned criminal offenses, but not yet convicted, he or she shall be suspended immediately from the office he or she then holds and the person shall not be entitled to receive the emoluments of the office, including, but not limited to, the rights to assume office, the exercise of the powers of the office, and the compensation, including benefits, which may be prescribed for the position. In the event a court of competent jurisdiction does not convict, sets aside or nullifies the conviction, the inability to assume office or the suspension from holding office shall be lifted, and the person suspended from office shall be restored to the same office with its emoluments, including those that would have otherwise accrued during the suspension, excluding, however, interest on any monetary payments.
- D. *Youth Programs/Activities* – A conviction of any of the offenses specified in Public Resources Code Section 5164 shall disqualify a person from being appointed to a board, commission or committee which oversees any youth programs and/or youth activities in the City. If such conviction occurs during the board, commission or committee member's term it shall result in an immediate forfeiture of office and said position shall be declared vacant by the City Clerk. If a board, commission or committee member is charged with any of the aforementioned offenses, but not yet convicted, he or she shall be suspended immediately from the office he or she then holds and the person shall not be entitled to receive the emoluments of the office, including, but not limited to, the rights to assume office, the exercise of the powers of the office, and the compensation, including benefits, which may be prescribed for the office. In the event a court of competent jurisdiction does not convict, sets aside or nullifies the conviction, the inability to assume office or the suspension from holding office shall be lifted, and the person suspended from office shall be restored to the same office with its emoluments, including those that would have otherwise accrued during the suspension, excluding, however, interest on any monetary payments.

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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- E. *Background Check* - A board, commission or committee member appointee who refuses or neglects to submit to the same background checks required of City employees within the time prescribed shall result in the automatic forfeiture of his or her appointment status.
- F. *Mental Incapacity* - Any person committed to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict shall be disqualified from being appointed to a board, commission or committee. If any such order of commitment occurs during the board, commission or committee member's term, it shall result in an immediate forfeiture of office once the order of commitment becomes final and said position shall be declared vacant by the City Clerk.
- G. *Physical Incapacity* - A board, commission or committee member who has been adjudicated as being physically incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the he or she will not be able to perform the duties of his or her office for the remainder of his or her term shall result in an immediate forfeiture of office upon the City receiving proof of the final adjudication and said position shall be declared vacant by the City Clerk.
- H. *Excessive Unexcused Absences* - A board, commission or committee member who accumulates unexcused absences amounting to more than 25 percent of the meetings held during any twelve month period, commencing on the annual anniversary date of his or her appointment, shall result in the automatic forfeiture of his or her board, commission or committee membership status upon receiving notice from the City Clerk confirming the unexcused absences and said position shall be declared vacant by the City Clerk.
- I. *Oath/Bond* - A board, commission or committee member appointee who refuses or neglects to take and subscribe to the oath/affirmation set forth in Section 3 of Article XX of the California Constitution within the time prescribed or refuses or neglects to file any required bond within the time prescribed shall result in the automatic forfeiture of his or her appointment status and said position shall be declared vacant by the City Clerk.
- J. *Ethics Training* - A board, commission or committee member who refuses or neglects to attend or participate in a bona fide AB 1234 Ethics Training program, approved by the City Clerk or City Attorney, within the time prescribed shall result in the automatic forfeiture of his or her board, commission or committee membership status and said position shall be declared vacant by the City Clerk.

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**OPERATING POLICY FOR BOARDS, COMMISSIONS AND COMMITTEES**

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- K. *Disclosure of Confidential Information* - A board, commission or committee member who discloses, without written authorization by the City Clerk or City Attorney, any information deemed confidential or exempt from disclosure under any federal, state or local law, regulation or policy shall result in the automatic forfeiture of his or her board, commission or committee membership status upon receiving notice from the City Clerk or City Attorney confirming that the disclosure was unauthorized under an applicable federal, state or local law, regulation or policy and said position shall be declared vacant by the City Clerk.
- L. *Nepotism* – Any person who has an immediate family member who serves on the City Council shall not be eligible for appointment to any board, commission or committee. In addition, any person who has an immediate family member who is employed by the City shall not be eligible for appointment to any board, commission or committee that oversees any aspect of the department or division that the immediate family member works at or in on a routine basis. Immediate family member includes a spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin that is, a child of an aunt or uncle. If during a board, commission or committee member’s term, an immediate family member is elected or appointed to the City Council or employed by the City to work in a department or division that is overseen by the member’s board, commission or committee, this shall result in the automatic forfeiture of his or her board, commission or committee membership status and said position shall be declared vacant by the City Clerk, unless the immediate family chooses instead to relinquish his or her City Council seat or the subject employee transfers to another department or division beyond the oversight purview of the respective member’s board, commission or committee.

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Approved by: City Council

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Terrie Stevens, Administrative Services Director

**AGENDA DATE:** June 7, 2016

**TITLE:** REVIEW AND APPROVAL OF REVISED POSITION CONTROL

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Approve the reclassification of the Sustainability & Intergovernmental Program Manager to Public Information/Intergovernmental Relations Officer and approve the job description.
2. Within the Community Development Department, approve the reclassification of the Sr. Administrative Assistant to Executive Assistant I.
3. Approve the addition of an Administrative Assistant position to support the City Council Office.
4. Approve the elimination of the Housing Program Coordinator position.
5. Approve the modification of the Position Control Roster based on the approval of the recommended items. Specific positions are discussed within this staff report and listed on Attachment 1 to the staff report.

### **SUMMARY**

This staff report as presented requests position control adjustments in the way of two job reclassifications (Public Information/Intergovernmental Relations Officer and Executive Assistant I), additional position (Administrative Assistant), and the elimination of one position (Housing Program Coordinator).

### **DISCUSSION**

The Position Control Roster as amended by the City Council serves as an important internal control tool for the City Council to establish authorized positions for the City while enabling staff to manage within the authorized and funded approved positions. Position Control addresses career authorized positions and does not include temporary positions. As a result of operational changes, some positions are being requested for adjustment based on current and projected demands for those positions.

The Sustainability & Intergovernmental Program Manager position in the City Manager's office is proposed to be reclassified to Public Information/Intergovernmental Relations Officer. This position is currently vacant, providing an opportunity to refine its scope. The growing expectation for timely, comprehensive communication with City residents (both directly and through traditional and informal media) exceeds the capacity of existing staffing levels. Meeting the City's ongoing commitment to transparency, supporting economic development activities and ensuring that the City delivers coordinated and targeted communication with residents and businesses leads staff to recommend this reclassification of an existing vacant position. As indicated in the proposed title, the incumbent would also manage the City's regular staff-level interaction with local/regional/state/federal government, while seeking and supporting opportunities for direct policy level advocacy conducted by our City Council with elected officials in other jurisdictions/agencies (Class C28 \$79,088 - \$111,351). Staff has also evaluated the concept of acquiring these services via a contract with a public relations firm (or multiple firms). Among the potential advantages to such an arrangement would be delaying or precluding addition of City staff. This could also provide additional flexibility should funding concerns arise. In evaluating this concept, staff obtained several contracts for public relations/marketing services provided to cities in Riverside County. The scopes of these contracts varied widely, as did the costs. Firm price quotes for contract public relations service would depend entirely upon a detailed scope of service. Staff's recommendation to reclassify a vacant position reflects the advantages available through this approach which include the unique opportunity to gain in-depth understanding of City issues and services, while building relationships with media representatives over a prolonged period. Following discussion of these options at the Finance Sub-Committee's May 24 meeting, the Mayor Pro Tem has submitted a memo to the Council which has been included as an attachment to this staff report.

Following the separation of the Economic Development Department and the Community Development Department, the current Sr. Administrative Assistant position has been acting in a higher capacity and receiving acting pay. The proposed reclassification to Executive Assistant I is consistent with other Department staffing levels and the level of duties being performed. (Class C19 \$50,960 - \$71,777.)

To aid in the support of the City Clerk and City Council's Office, the addition of one new administrative assistant position is being requested (Class C16 \$44,039 - \$62,004). The current demands for this position are being met with the use of a temporary staff position.

The Housing Program Coordinator position was funded through the Neighborhood Stabilization Program (NSP) grant. With the final spend down of the NSP funds, there are no longer funds remaining to continue to support this administrative position for the

City. Staff is recommending the elimination of this position unless other funds can be identified.

The following table provides a summary of all position changes:

Department / Position Title		FY 2015/16 Adj.	FY 2016/17 Adj.	Budget Impacts
<u>City Council</u>				
Administrative Assistant (New)	FT		1	\$72,829
<u>City Manager</u>				
Public Information/Intergovernmental Relations Officer (Reclassification)	FT	1		NA
Sustainability & Intergovernmental Program Manager	FT	(1)		NA
<u>Community Development</u>				
Executive Assistant I (Reclassification)	FT	1		NA
Sr. Administrative Assistant	FT	(1)		NA
<u>Financial Resources</u>				
Housing Program Coordinator	FT	(1)		(\$50,000)

**ALTERNATIVES**

1. Recommend approval of proposed position control roster based on current and projected service demands and funding availability for the City department's providing the service. *Staff recommends this alternative as it will allow for services to be provided in the specified areas of demand and to reduce expenditures that are not eligible for future grant funding.*
2. Direct staff to outsource the public information program via one or more contracts with private sector public relations firms. *Staff does not recommend this option.*
3. Do not recommend approval of proposed position control roster. *Staff does not recommend this alternative as it will not allow for services to be provided in the specified areas of demand and will not reduce expenditures that are not eligible for future grant funding.*

**FISCAL IMPACT**

Administrative Assistant:

Fund	GL Account (GL)	Type (Rev/Exp)	FY 16/17 Budget	Proposed Adjustments	FY 16/17 Amended Budget
1010	1010-10-01-10010-611110	Exp	\$265,049	\$48,553	\$313,602
1010	1010-10-01-10010-612110	Exp	\$71,192	\$24,276	\$95,468
	<b>TOTAL</b>			<b>\$72,829</b>	

## Housing Program Coordinator

Fund	GL Account (GL)	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
2507	2507-30-33-72703-611110	Exp	\$134,060	(\$15,524)	\$118,536
2507	2507-30-33-72703-611699	Exp	\$17,810	(\$17,810)	\$0
2507	2507-30-33-72703-612110	Exp	\$38,191	(\$8,329)	\$29,862
2507	2507-30-33-72703-612120	Exp	\$29,195	(\$6,911)	\$22,284
2507	2507-30-33-72703-612199	Exp	\$1,426	(\$1,426)	\$0
	<b>TOTAL</b>			<b>(\$50,000)</b>	

**NOTIFICATION**

Publication of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Stephanie Cuff  
Management Analyst

Department Head Approval:  
Terrie Stevens  
Administrative Services Director

**CITY COUNCIL GOALS**

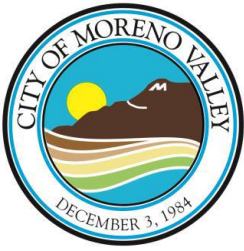
**Revenue Diversification and Preservation.** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**ATTACHMENTS**

1. Mayor Pro Tem Giba's May 26, 2016 Memorandum
2. Position Control Roster
3. PIO Job Classification
4. Vacant Positions

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/18/16 8:31 PM
City Attorney Approval	<u>✓ Approved</u>	5/18/16 2:27 PM
City Manager Approval	<u>✓ Approved</u>	5/26/16 7:34 AM



**CITY OF MORENO VALLEY**  
**City Council Office**

**MEMORANDUM**

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To: Mayor and City Council Members  
 From: Mayor Pro Tem Jeffrey J. Giba  
 Date: May 26, 2016  
 Subject: Position Control Roster: Public Information Officer

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**Background:**

Over the course of any municipality's life, there comes times where the city may need to be represented in a positive light, combat negative views, or paint a positive picture for the city's health. Some cities have a dedicated person to handle PR, and related marketing strategies as well as governmental affairs. All of these duties are not required to operate a city but are often much needed enhancements to the positive motivation of any organization. Just like many tasks and services in many cities and organizations, to save permanent costs while conserving spending and still gaining the benefit of a required service for a time, consultants and firms, as in planning and attorneys, are opportunities where an outside team may be employed. The City of Moreno Valley currently uses several outside source contracts to limit permanent hiring of personnel for planning, attorney and other departments.

**Discussion:**

Moreno Valley has employed permanent PIOs (Public Information Officer) to cover the tasks that fit the job description. These personnel were transferred to other responsibilities as the City continued to find ways to streamline its procedures and contain any increases in permanent salaries. Four years ago this city was close to bankruptcy and had to make the hard decisions to let staff go to the tune of almost 50%. This should never happen again; and with close scrutiny of cost controls while increasing our revenue base, this can be prevented. The need to hire new permanent personnel should be scrutinized to ensure that the long term financial health of the City is realized, and as such the personnel needs of the City can be maintained without fear

of any requirement to downsize personnel again. This can only be done when the Council holds the reins of the desire to hire permanent personnel just because we have the current cash flow availability.

Currently, the City is showing a much greater than normal property tax increase. This is a temporary inflation due to increased Prop 13 assessments giving some the idea that we have the dollars now, so we can spend it, on increasing our personnel. Personnel are a long term debt that continues to increase with benefits, raises and retirement costs over time. We need to be wise financial stewards for our City population of 206,000 people, and growing, for our long term health. It would be wise to hold off on any new permanent hiring for the foreseeable future to monitor the improved viability of the City revenue source. What goes up, can easily go down in today's economy. Increased funding can better be used for upkeep, maintenance and future project or studies to map out a long term Economic health strategy without incurring long term debt.

We have as our current staff, personnel who have held positions of a PIO and/or have the education and skill sets to accomplish some of those tasks. Some of those personnel may wish to take on some of those responsibilities. That would leave the need for a PR firm open for a contract team who would be called on as an as-needed position. By utilizing an outside firm (much like the Planning Department does now) to shore up a Marketing Strategy for the City as whole, we do not incur these long term costs and pay only as required. This City has been operating without a qualified PIO since this current Council was elected, and has been utilizing the skill sets of those who are qualified to perform such functions, including our Interim City Attorney. The one thing lacking is a professional outside PR firm to assist with "Marketing MoVal". An outside firm brings a seasoned team of skilled professionals to work alongside our in house expertise while not incurring long term personnel debt at this time.

**Summary:**

It would be a good opportunity to have a Full Time in-house PIO and PR team but at this time, this City should focus its resources on increasing jobs locally and increasing long term economic viability while maintaining and reducing all long term debt. A PIO can be realized through a wise combination of utilizing internal skill sets, while enhancing the opportunities for growth for current personnel. By gaining an outside quality contract PR and Marketing firm to help with those skills the City cannot achieve. We can realize a quality opportunity to "Market MoVal" while limiting our long term debt and shielding our current personnel from any potential cutbacks do to shortfalls.

**Recommendation: Explore the following ideas**

1. Solicit in-house staff who are qualified to serve in additional PIO opportunities
2. Search for an outside PR / Marketing team to "Market MoVal" for potential contract use



City of Moreno Valley  
 FY 2015/16 - 2016/17  
 City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY
	2010/11	2011/12	2012/13	2013/14	2014/15	2014/15	2015/16	2015/16	2016/17	2016/17
	No.	No.	No.	No.	Adj.	No.	Adj.	No.	Adj.	No.
Accountant I	2	2	2	2	-	2	(1)	1	-	1
Accountant II	-	-	-	-	1	1	-	1	-	1
Accounting Asst	5	3	3	3	-	3	-	3	-	3
Accounting Technician	4	4	4	3	-	3	(1)	2	-	2
Accounts Payable Supervisor	1	1	1	1	-	1	-	1	-	1
Administrative Asst	5	5	5	8	(1)	7	-	7	1	8
Administrative Services Dir	1	1	1	1	-	1	-	1	-	1
After School Prog Coordinator	4	-	-	-	-	-	-	-	-	-
After School Prog Specialist	8	-	-	-	-	-	-	-	-	-
After School Prog Supervisor	1	-	-	-	-	-	-	-	-	-
Animal Care Technician	4	4	4	4	-	4	1	5	-	5
Animal Control Officer	7	7	7	7	-	7	-	7	-	7
Animal Rescue Coordinator	-	-	-	-	-	-	1	1	-	1
Animal Services Asst	2	2	2	2	-	2	2	4	-	4
Animal Svcs Dispatcher	2	1	1	2	-	2	(1)	1	-	1
Animal Svcs Division Manager	1	1	1	1	-	1	-	1	-	1
Animal Svcs Field Supervisor	1	1	1	1	-	1	-	1	-	1
Animal Svcs License Inspector	1	1	1	1	-	1	-	1	-	1
Animal Svcs Office Supervisor	1	1	1	1	-	1	-	1	-	1
Applications & DB Admin	1	1	1	1	-	1	-	1	-	1
Applications Analyst	1	1	1	1	-	1	-	1	-	1
Assistant City Attorney	-	-	-	-	-	-	1	1	-	1
Assistant City Clerk	-	-	-	-	-	-	-	-	-	-
Assoc Environmental Engineer	1	1	1	1	-	1	-	1	-	1
Associate Engineer	6	5	5	5	-	5	(1)	4	-	4
Associate Planner	4	4	4	4	-	4	-	4	-	4
Asst Buyer	2	2	2	2	-	2	-	2	-	2
Asst City Manager	1	1	1	1	-	1	-	1	-	1
Asst Crossing Guard Spvr	1	1	1	1	-	1	-	1	-	1
Asst Network Administrator	1	1	1	1	-	1	-	1	-	1
Asst to the City Manager	1	1	1	1	-	1	(1)	-	-	-
Asst. Applications Analyst	-	-	-	-	-	-	-	-	-	-
Banquet Facility Rep	1	1	1	1	-	1	-	1	-	1
Budget Officer	1	-	1	-	-	-	-	-	-	-
Building & Neighborhood Services Div Mgr	-	-	-	1	-	1	(1)	-	-	-
Building Safety Supervisor	-	-	-	-	-	-	1	1	-	1
Building Div Mgr / Official	1	1	1	-	-	-	-	-	-	-
Building Inspector I I	4	4	4	4	-	4	-	4	-	4
Business License Liaison	-	-	-	-	-	-	1	1	-	1
Bus. Support & Neigh Prog Admin	1	1	1	-	-	-	-	-	-	-
Cable TV Producer	2	2	2	2	-	2	-	2	-	2
Chief Financial Officer/City Treas	1	1	1	1	-	1	-	1	-	1
Child Care Asst	5	5	5	4	-	4	-	4	-	4
Child Care Instructor I I	5	5	5	4	-	4	-	4	-	4
Child Care Program Manager	1	1	1	1	-	1	-	1	-	1
Child Care Site Supervisor	5	5	5	4	-	4	-	4	-	4
City Attorney	1	1	1	1	-	1	-	1	-	1
City Clerk	1	1	1	1	-	1	-	1	-	1
City Manager	1	1	1	1	-	1	-	1	-	1
Code & Neigh Svcs Official	1	1	1	-	-	-	-	-	-	-
Code Compliance Field Sup.	-	-	-	1	-	1	-	1	-	1
Code Compliance Officer I/I I	5	5	5	6	-	6	-	6	-	6
Code Supervisor	-	-	-	-	-	-	-	-	-	-
Comm & Economic Dev Director	1	1	1	1	(1)	-	-	-	-	-
Community Dev Director	1	-	-	-	1	1	-	1	-	1
Community Svcs Supervisor	1	1	1	1	-	1	-	1	-	1
Construction Inspector	4	5	5	5	-	5	-	5	-	5
Crossing Guard	35	35	35	35	-	35	-	35	-	35
Crossing Guard Supervisor	1	1	1	1	-	1	-	1	-	1
Customer Service Asst	1	1	1	-	-	-	-	-	-	-
Dep PW Dir /Asst City Engineer	1	1	1	1	-	1	-	1	-	1
Deputy City Attorney I I I	2	2	2	-	1	1	(1)	-	-	-
Deputy City Clerk	1	1	1	1	-	1	-	1	-	1
Deputy City Manager	-	-	-	-	-	-	-	-	-	-
Dep. Comm & Economic Dev Director	-	-	-	-	-	-	-	-	-	-
Development Svcs Coordinator	1	1	-	-	-	-	-	-	-	-
Economic Dev Director	-	-	-	-	1	1	-	1	-	1
Economic Dev Mgr	-	-	-	-	-	-	1	1	-	1
Electric Utility Division Mgr	1	1	1	1	-	1	-	1	-	1
Electric Utility Program Coord	1	1	1	1	-	1	-	1	-	1
Emerg Mgmt & Vol Svc Prog Spec	2	1	1	1	-	1	-	1	-	1

Attachment: Position Control Roster (2108 : REVIEW AND APPROVAL OF REVISED POSITION CONTROL)

City of Moreno Valley  
 FY 2015/16 - 2016/17  
 City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY
	2010/11 No.	2011/12 No.	2012/13 No.	2013/14 No.	2014/15 Adj.	2014/15 No.	2015/16 Adj.	2015/16 No.	2016/17 Adj.	2016/17 No.
Emerg Mgmt & Vol Svcs Prog Mgr	1	1	1	1	-	1	-	1	-	1
Engineering Division Manager	1	1	1	1	-	1	-	1	-	1
Engineering Technician II	1	1	1	1	-	1	-	1	-	1
Enterprise Systems Admin	1	1	1	1	-	1	-	1	-	1
Environmental Analyst	1	1	1	1	-	1	-	1	-	1
Equipment Operator	4	4	4	4	-	4	-	4	-	4
Exec Asst to Mayor / City Council	1	1	1	1	-	1	-	1	-	1
Exec. Assistant to the City Manager	-	-	-	-	-	-	-	-	-	-
Executive Asst I	7	7	9	9	-	9	-	9	-	9
Executive Asst II	1	1	1	1	-	1	-	1	-	1
Facilities Maint Mechanic	1	1	1	1	-	1	-	1	-	1
Facilities Maint Worker	3	3	3	3	(1)	2	1	3	-	3
Facilities Maintenance Spvr	1	-	-	-	-	-	-	-	-	-
Financial Analyst	-	-	-	-	-	-	1	1	-	1
Financial Operations Div Mgr	1	1	1	1	-	1	-	1	-	1
Financial Resources Div Mgr	-	-	-	1	-	1	-	1	-	1
Fire Inspector I	-	-	-	2	-	2	(2)	-	-	-
Fire Inspector II	2	2	2	2	(1)	1	(1)	-	-	-
Fire Marshall	1	1	1	1	(1)	-	-	-	-	-
Fire Safety Specialist	1	1	1	2	(1)	1	(1)	-	-	-
Fleet Supervisor	-	-	-	-	-	-	1	1	-	1
GIS Administrator	1	1	1	1	(1)	-	-	-	-	-
GIS Specialist	1	1	1	1	-	1	-	1	-	1
GIS Technician	1	1	-	-	1	1	-	1	-	1
Housing Program Coordinator	1	1	1	1	-	1	(1)	-	-	-
Housing Program Specialist	3	3	3	-	-	-	-	-	-	-
Human Resources Analyst	1	1	1	1	-	1	-	1	-	1
Human Resources Technician	2	1	-	-	-	-	-	-	-	-
Info Technology Technician	2	2	2	2	-	2	-	2	-	2
Landscape Development Coord	1	1	-	-	-	-	-	-	-	-
Landscape Irrigation Tech	1	1	1	1	-	1	-	1	-	1
Landscape Svcs Inspector	7	5	3	2	-	2	-	2	-	2
Landscape Svcs Supervisor	-	-	-	-	1	1	-	1	-	1
Lead Animal Care Technician	1	1	1	1	-	1	-	1	-	1
Lead Facilities Maint Worker	-	-	-	-	1	1	-	1	-	1
Lead Maintenance Worker	3	3	3	3	-	3	1	4	-	4
Lead Parks Maint Worker	5	5	5	5	-	5	1	6	-	6
Lead Traffic Sign/Marking Tech	2	2	2	2	-	2	-	2	-	2
Lead Vehicle / Equip Tech	1	1	1	1	-	1	(1)	-	-	-
Legal Secretary	1	1	1	1	-	1	(1)	-	-	-
Lib Serv Div Mgr	1	1	1	-	-	-	-	-	-	-
Librarian	4	4	4	-	-	-	-	-	-	-
Library Asst	13	13	13	-	-	-	-	-	-	-
Library Circulation Supervisor	1	1	1	-	-	-	-	-	-	-
Maint & Operations Div Mgr	1	1	1	1	-	1	-	1	-	1
Maintenance Worker I	-	-	-	7	(7)	-	-	-	-	-
Maintenance Worker II	1	1	1	1	(1)	-	-	-	-	-
Maintenance Worker I/II	12	12	12	12	6	18	-	18	-	18
Management Aide	-	-	-	-	1	1	1	2	-	2
Management Analyst	11	11	14	12	(1)	11	(1)	10	-	10
Management Asst	3	3	3	4	1	5	(1)	4	-	4
Media & Production Supervisor	1	1	1	1	-	1	-	1	-	1
Network Administrator	1	1	1	1	-	1	-	1	-	1
Office Asst	1	1	1	1	(1)	-	-	-	-	-
Paralegal	-	-	-	-	-	-	1	1	-	1
Park Ranger	3	3	3	3	-	3	-	3	-	3
Parking Control Officer	2	2	2	2	-	2	-	2	-	2
Parks & Comm Svcs Director	1	1	1	1	-	1	-	1	-	1
Parks & Comm Svcs Div Mgr	-	-	1	1	-	1	-	1	-	1
Parks Maint Division Manager	1	1	-	-	-	-	-	-	-	-
Parks Maint Supervisor	2	2	2	2	-	2	-	2	-	2
Parks Maint Worker	13	13	13	13	-	13	(1)	12	-	12
Parks Projects Coordinator	1	1	1	1	-	1	-	1	-	1
Payroll Supervisor	1	1	1	1	-	1	-	1	-	1
Permit Technician	6	6	6	5	-	5	-	5	-	5
Planning Commissioner	7	7	7	7	-	7	-	7	-	7
Planning Div Mgr / Official	1	1	1	1	-	1	-	1	-	1
Principal Accountant	1	1	1	1	-	1	-	1	-	1
Public Information/Intergovernmental Relations Officer	-	-	-	-	-	-	1	1	-	1
Purch & Facilities Div Mgr	1	1	1	1	-	1	-	1	-	1
PW Director / City Engineer	1	1	1	1	-	1	-	1	-	1

Attachment: Position Control Roster (2108 : REVIEW AND APPROVAL OF REVISED POSITION CONTROL)

City of Moreno Valley  
 FY 2015/16 - 2016/17  
 City Position Summary

Position Title	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY
	2010/11	2011/12	2012/13	2013/14	2014/15	2014/15	2015/16	2015/16	2016/17	2016/17
	No.	No.	No.	No.	Adj.	No.	Adj.	No.	Adj.	No.
PW Program Manager	-	-	-	-	-	-	-	-	-	-
Recreation Program Coord	2	2	1	1	-	1	1	2	-	2
Recreation Program Leader	7	7	7	7	-	7	-	7	-	7
Recreation Supervisor	-	-	1	1	-	1	(1)	-	-	-
Recycling Specialist	-	-	-	1	-	1	-	1	-	1
Resource Analyst	-	-	-	-	-	-	-	-	-	-
Risk Division Manager	1	1	-	-	-	-	-	-	-	-
Security Guard	3	2	2	2	-	2	-	2	-	2
Spec Dist Budg & Accting Spvr	1	-	-	-	-	-	-	-	-	-
Spec Districts Div Mgr	1	1	1	1	-	1	-	1	-	1
Special Districts Prog Mgr	1	1	1	1	-	1	(1)	-	-	-
Sr Accountant	1	1	1	1	-	1	1	2	-	2
Sr Administrative Asst	19	14	16	14	3	17	-	17	-	17
Sr Applications Analyst	-	-	-	-	1	1	-	1	-	1
Sr Citizens Center Coord	1	1	1	1	-	1	-	1	-	1
Sr Code Compliance Officer	1	-	-	-	-	-	-	-	-	-
Sr Customer Service Asst	3	3	3	3	-	3	-	3	-	3
Sr Deputy Clerk	-	-	-	-	-	-	-	-	-	-
Sr Electrical Engineer	1	1	1	1	-	1	-	1	-	1
Sr Engineer, P.E.	11	9	9	9	-	9	(2)	7	-	7
Sr Engineering Technician	1	1	1	1	-	1	-	1	-	1
Sr Equipment Operator	1	1	1	1	-	1	-	1	-	1
Sr Financial Analyst	2	2	2	2	(1)	1	(1)	-	-	-
Sr GIS Analyst	1	1	1	1	-	1	-	1	-	1
Sr Graphics Designer	1	1	1	1	-	1	-	1	-	1
Sr Human Resources Analyst	1	1	1	1	-	1	-	1	-	1
Sr IT Technician	-	-	-	-	-	-	-	-	-	-
Sr Landscape Svcs Inspector	1	1	1	1	(1)	-	-	-	-	-
Sr Management Analyst	2	2	2	2	1	3	1	4	-	4
Sr Office Asst	6	5	5	4	(1)	3	-	3	-	3
Sr Park Ranger	1	-	-	-	-	-	-	-	-	-
Sr Parking Control Officer	1	1	1	1	-	1	-	1	-	1
Sr Parks Maint Technician	1	1	2	2	-	2	-	2	-	2
Sr Payroll Technician	1	1	1	1	-	1	-	1	-	1
Sr Permit Technician	2	2	2	2	-	2	-	2	-	2
Sr Planner	2	2	2	2	-	2	-	2	-	2
Sr Recreation Program Leader	2	2	2	2	-	2	-	2	-	2
Sr Telecomm Technician	1	1	1	1	-	1	-	1	-	1
Sr Traffic Engineer	1	1	1	1	-	1	(1)	-	-	-
Sr Traffic Signal Technician	1	1	1	1	-	1	-	1	-	1
Storekeeper	1	1	1	1	-	1	-	1	-	1
Storm Water Prog Mgr	1	1	1	1	-	1	-	1	-	1
Street Maintenance Supervisor	2	2	2	2	-	2	-	2	-	2
Sustainability & Intergovernmental Prog Mgr	-	-	-	1	-	1	(1)	-	-	-
Technology Services Div Mgr	1	1	1	1	-	1	-	1	-	1
Telecomm Engineer / Admin	1	1	1	1	-	1	-	1	-	1
Telecomm Technician	1	1	1	1	-	1	-	1	-	1
Traffic Operations Supervisor	1	1	1	1	-	1	-	1	-	1
Traffic Sign / Marking Tech I	1	1	1	1	-	1	-	1	-	1
Traffic Sign/Marking Tech II	2	2	2	2	-	2	-	2	-	2
Traffic Signal Technician	2	2	2	2	-	2	-	2	-	2
Trans Div Mgr / City Traf Engr	1	1	1	1	-	1	-	1	-	1
Treasury Operations Div Mgr	1	1	1	1	-	1	-	1	-	1
Tree Trimmer	1	1	1	1	-	1	(1)	-	-	-
Vehicle / Equipment Technician	2	2	2	3	-	3	-	3	-	3
<b>Total</b>	<b>411</b>	<b>376</b>	<b>378</b>	<b>360</b>	<b>-</b>	<b>360</b>	<b>(6)</b>	<b>354</b>	<b>1</b>	<b>355</b>

\* Excludes City Council Members and temporary positions

Attachment: Position Control Roster (2108 : REVIEW AND APPROVAL OF REVISED POSITION CONTROL)

City of Moreno Valley

Date Council Approved: \_\_\_\_\_

Date Effective: \_\_\_\_\_

**CLASS SPECIFICATION**  
**Public Information & Intergovernmental Relations Officer**

**GENERAL PURPOSE**

Under direction of the Assistant City Manager, this position will plan, manage and coordinate the City’s public information and intergovernmental relations programs; to include the programs of public relations, employee communications, community relations and government relations; represent the City's interests with various government agencies and officials; act as the City’s spokesperson; write and edit City publications; interact with citizens, elected officials, and other individuals and groups; work with minimal supervision; and perform related duties as assigned. This position may, if needed, supervise other personnel.

**DISTINGUISHING CHARACTERISTICS**

The Public Information & Intergovernmental Relations Officer manages the City’s public information and intergovernmental programs; works with City Council on intergovernmental issues and developing legislative priorities and platforms, serves as City representative in various groups involving interaction with other governmental jurisdictions, and consistently performs high level and complex analytical assignments that have great impact to the City, including proposed state and federal legislation.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Develops, implements, and coordinates a comprehensive communications program for the City which identifies audiences, messages, communications tools and evaluation measures.
2. Synthesizes City-wide vision, mission, strategic goals and key issues into messages for internal and external dissemination. Coordinates communication activities to foster understanding among the public and City employees of City-wide vision, strategic priorities, program goals and services.
3. Maintains a strong working relationship with business and community leadership and community organizations.
4. Prepares and distributes a wide variety of public information regarding City business and issues including news releases, public service announcements, newsletters, articles, special presentations and related materials.

Attachment: PIO Job Classification (2108 : REVIEW AND APPROVAL OF REVISED POSITION CONTROL)

5. Works with the City Council on intergovernmental issues and developing annual legislative priorities and platforms; establishes appropriate mediums to communicate and inform elected officials of relevant issues.
6. Reviews, researches and analyzes proposed state and federal legislation affecting the City; facilitates the review of technical/programmatic information by City departments; monitors regional agency activities as needed and provides reports on these activities to the City Manager.
7. Coordinates the preparation of communication on activities associated with the intergovernmental relations program and responses to intergovernmental requests for information; assists with representing the City's interests with other government entities; assists in the legislative process by monitoring hearings and drafting testimony to be presented before legislative committees; meets with individual legislators and their staffs to advocate the City's position.
8. Serves as City representative in various projects, committees and programs involving interaction with other governmental jurisdictions; acts as the City's liaison with the League of California Cities staff; monitors contracts for state and/or federal level advocates.

#### **OTHER DUTIES**

1. May provide work direction and guidance to office support staff.
2. Performs a variety of special projects as assigned.
3. Represents the City or department on committees and in a variety of meetings and other functions applicable to areas of responsibility; may attend and give testimony before the City Council.

#### **QUALIFICATIONS**

Knowledge of:

- Techniques and methods used in development and evaluation of communications
- Interviewing techniques, communications, media services and resources
- Proper English, grammar, and spelling
- Mass communication media, including traditional, emerging, digital, e-mail, social media and live streaming
- Public administration and governmental operations
- Strategy development principles and procedures
- Applicable local, state and federal laws, codes, rules, and regulations
- Program development and administration principles and practices
- Public relations principles

**Ability to:**

- Effectively plan, develop, and implement the public relations, community relations and government relations needs of the City
- Prioritize and assign work
- Manage projects
- Manage multiple priorities simultaneously
- Speak in public, communicate effectively, orally and in writing; present conclusions and recommendations clearly and logically
- Analyze and develop policies and procedures
- Ensure compliance with applicable federal, state, and local laws, codes, rules and regulations
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals
- Prepare and administer budgets
- Communicate and use interpersonal skills to interact with coworkers, supervisor, the general public, legislators and their staffs, regional partners, etc. to sufficiently exchange or convey information and to receive work direction
- Maintain files, records and documentation
- Exercise independent judgment and initiative within established guidelines

**Education, Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with major coursework in public or business administration, communications, public relations or a closely related field; and at least five years of progressively responsible professional experience performing public information journalism, public relations, or related field, or equivalent administrative or practical experience which would demonstrate exposure to and utilization of required skills, knowledge and abilities in performing job related duties and responsibilities. Experience working in or closely with governmental agencies is preferred. Outstanding writing ability is a key to success in this position.

**Licenses; Certificates; Special Requirements:**

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

**PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Demands**

While performing the duties of this job, employees are regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Mental Demands**

While performing the duties of this class, incumbents are regularly required to use written and oral communication skill; read and interpret data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with all levels of management, employees, the public and others encountered in the course of work.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions and the noise level is usually quiet.

**Excludes Temporary, Retired, City Council, Alternate Planning Commissions, and Alternate Crossing Guard positions.**

Department	Position Title	Min Salary (Step A)	Max Salary (Step I)	Percent Funded by the General Fund	Notes	FY 2015/16 No.
City Council	Exec Asst to Mayor / City Council	\$ 56,206	\$ 79,135	100%	Filled via Interim Appointment - recruitment pending	1
<b>TOTAL - City Council</b>						<b>1</b>
City Clerk	City Clerk			100%	Filled via Interim Appointment - recruitment pending	1
<b>TOTAL - City Clerk</b>						<b>1</b>
City Attorney	City Attorney	\$ 166,165	\$ 233,948	100%	Filled via Interim Appointment - recruitment pending	1
<b>TOTAL - City Attorney</b>						<b>1</b>
City Manager	Sustainability & Intergovernmental Prog Mgr	\$ 79,088	\$ 111,350	100%	Vacant - Request Reclass to PIO	1
City Manager	Telecomm Technician	\$ 53,530	\$ 75,366	100%	Vacant - Selection pending	1
<b>TOTAL - City Manager</b>						<b>2</b>
Community Development	Code Compliance Officer I/II	\$ 53,530	\$ 75,366	CDGB/JAG Grant	Vacant - Filled via temp staffing	1
<b>TOTAL - Community Development</b>						<b>1</b>
Financial & Management Services	Financial Resources Div Mgr	\$ 105,802	\$ 148,962	100%	Filled via Interim Appointment - Selection Pending	1
Financial & Management Services	Housing Program Coordinator	\$ 75,322	\$ 106,048	NSP Grant - no funding remains	Vacant - Request to defund forthcoming	1
<b>TOTAL - Financial &amp; Management Svcs</b>						<b>2</b>
Administrative Services	Animal Care Technician	\$ 34,506	\$ 48,582	100%	Vacant - Recruitment currently open	1
Administrative Services	Animal Services Asst	\$ 32,863	\$ 46,268	100%	Vacant - Recruitment currently open	1
<b>TOTAL - Administrative Services</b>						<b>2</b>
Parks & Community Services	Child Care Instructor I I	\$ 29,002	\$ 40,833	A Child's Place Grant	Vacant - Recruitment coming	1
Parks & Community Services	Child Care Instructor I I	\$ 29,002	\$ 40,833	A Child's Place Grant	Vacant - Recruitment coming	1
Parks & Community Services	Child Care Site Supervisor	\$ 39,945	\$ 56,240	A Child's Place Grant	Vacant - Recruitment in process	1
Parks & Community Services	Recreation Program Leader	\$ 27,036	\$ 38,065		Vacant	1
Parks & Community Services	Sr Office Asst	\$ 38,043	\$ 53,562		Vacant	1
<b>TOTAL - Parks &amp; Community Svcs</b>						<b>5</b>
Public Works	Assoc Environmental Engineer	\$ 79,088	\$ 111,350	Stormwater/NPDES	Unfilled - Services have ben outsourced	1
Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
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Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
Public Works	Crossing Guard	\$ 20,800	\$ 29,285	Gas Tax	Vacant - Recruitment on hold pending outsourcing	1
Public Works	Dep PW Dir /Asst City Engineer	\$ 141,296	\$ 198,934	3%	Vacant - Pending recruitment	1
Public Works	Engineering Division Manager	\$ 92,554	\$ 128,902	Gen Fund/Land Development	Filled via interim apointment - Selection pending	1
Public Works	Environmental Analyst	\$ 56,206	\$ 79,135	Stormwater/NPDES	Unfilled - Services have ben outsourced	1
Public Works	Equipment Operator	\$ 46,241	\$ 65,104	Stormwater/Maintenance	Vacant - Selection pending	1
Public Works	Landscape Irrigation Tech	\$ 50,981	\$ 71,777	Special District Special Funding	Vacant	1
Public Works	Maintenance Worker I/II	\$ 36,231	\$ 51,011		Vacant - Recruitment pending	1
Public Works	Maintenance Worker I/II	\$ 36,231	\$ 51,011		Vacant - Recruitment pending	1
Public Works	Management Asst	\$ 59,017	\$ 83,091	100%	Vacant - Temp filled by Leann Florez - pending recru	1
Public Works	Sr Administrative Asst	\$ 46,241	\$ 65,104	100%	Vacant	1
Public Works	Sr Management Analyst	\$ 75,322	\$ 106,048	100%	Vacant - Recruitment pending	1
Public Works	Storm Water Prog Mgr	\$ 91,554	\$ 128,902	81% Stormwater/NPDES & 19% Gen Fund	Unfilled - Services have ben outsourced	1
Public Works	Traffic Sign / Marking Tech I	\$ 38,043	\$ 53,562	Measure A	Vacant - Recruitment pending	1
<b>TOTAL - Public Works</b>						<b>22</b>
<b>GRAND TOTAL</b>						<b>37</b>





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** RESOLUTIONS TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION BALLOT AND PUBLIC OUTREACH

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Place a measure on the November 8, 2016 ballot to increase the City's Transient Occupancy Tax (TOT) from 8% to 13%.
2. Direct the City Clerk to include the Transient Occupancy Tax measure to be placed in a future resolution calling and giving notice of a general municipal election on Tuesday, November 8, 2016, for the submission to the voters of the city.
3. Adopt Resolution No. 2016-43, a resolution of the City Council of the City of Moreno Valley, California, directing the City Attorney to prepare an impartial analysis, setting priorities for filing written arguments, and providing for rebuttal arguments regarding the Moreno Valley transient occupancy tax measure.
4. Approve an agreement for consulting services ("Agreement"), approved as to form by the City Attorney, to provide initial public survey work and the development of public outreach information.
5. Authorize the City Manager to execute the Agreement.
6. Approve budget adjustments to the budget as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

Transient Occupancy Taxes are established in many cities to generate revenue to support general services provided to visitors and residents. These taxes are paid only by those who stay in commercial lodging facilities.

The City of Moreno Valley's Transient Occupancy Tax rate of 8% was established upon incorporation in 1984 and has not changed since that time. During the City Council's January 5, 2016 meeting, staff was directed to develop a process through which the Council could present the voters with an opportunity to increase this tax paid by non-residents. By approving the proposed resolutions, the City Council would place a measure on the November 8, 2016 general municipal election ballot for Moreno Valley voters to consider increasing the TOT rate to 13%.

As part of any election process, it is essential that the City provide information to the public to allow them to make an informed decision at the ballot. By utilizing a public outreach firm, the City can maintain compliance with the election codes and provide information to the public.

## **DISCUSSION**

California Revenue and Taxation Code authorizes the legislative body of any city or county in the State to levy a tax on the privilege of occupying a hotel room or other lodging establishment for a period of 30 days or less. This tax is commonly referred to as a "transient occupancy tax" or "hotel tax" and is collected to offset costs incurred by the City to provide services such as street maintenance, traffic control, public safety, and parks to transient occupants.

The City of Moreno Valley's Transient Occupancy Tax (TOT) Ordinance was adopted by the City Council upon incorporation in 1984 and is codified as Chapter 3.24 of the Moreno Valley Municipal Code. The TOT was established at the rate of 8% and has not changed in the past 32 years.

As the City continues to grow, staff continues to look for ways to diversify the City's General Fund revenue sources to support essential services to local residents. In November 2010, a ballot measure was presented to the Moreno Valley voters to increase the City's TOT rate and enhance general fund revenues, while keeping pace with other nearby cities' TOT rates. With limited public education and outreach provided at that time, the measure did not pass.

During the City Council's January 5, 2016 meeting, staff was directed to develop a process through which the Council could present the voters with an opportunity to increase this tax paid by non-residents. This report recommends steps for a November 2016 ballot measure to modernize the Transient Occupancy Tax and standardize Moreno Valley's rate at 13%.

The City is projected to collect approximately \$1,053,000 in TOT revenue in FY 2015/16. The proposed TOT increase from 8% to 13% is expected to enhance General Fund revenues by \$650,000 per fiscal year (depending on the economy). Most importantly, the TOT revenue can be used at the Council’s discretion to support a broad range of general City services including public safety, job creation, neighborhood preservation and more.

TOT is only imposed on people who occupy hotel/motel rooms in the City; it is collected by the hotels and transmitted to the City. Therefore, the proposed increase would impact only guests who stay in Moreno Valley’s hotels, typically travelers and visitors. Such ballot measures are generally successful when voters are provided with complete information to indicate that this is not a tax paid by local residents. The TOT is imposed on the room rate only; it is not applied to any other services offered by hotels such as banquet facilities, catering, food, spa, etc.

The benefits of considering an increase in the City’s TOT rate include recouping costs for provision of general City services on travelers and visitors who also benefit from these services during their stay in our community. Spreading the cost of City services over a larger tax base (including visitors to Moreno Valley) also reduces the per capita cost of services paid by local residents and businesses. If approved by voters, the adjusted rates would generate additional funds for services and operations while keeping the City TOT rate more comparable with other large cities in Riverside County:

City	TOT Rate
Palm Springs	13.5%
Blythe	13.0%
Indio	13.0%
Riverside	13.0%
Banning	12.0%
Desert Hot Springs	12.0%
Indian Wells	11.25%
Cathedral City	11.0%
La Quinta	11.0%
Norco	11.0%
Beaumont	10.0%
Calimesa	10.0%
Canyon Lake	10.0%
Corona	10.0%
Hemet	10.0%
Lake Elsinore	10.0%
Menifee	10.0%
Murrieta	10.0%
Perris	10.0%
Rancho Mirage	10.0%
Wildomar	10.0%
Coachella	9.0%
Palm Desert	9.0%
<b>Moreno Valley</b>	<b>8.0%</b>

San Jacinto	8.0%
Temecula	8.0%

The City currently has 11 hotels/motels with the total number of rooms estimated at 931.

As a general tax, TOT can only be increased through voter approval pursuant to California State law. If the City Council approves the proposed resolutions, the measure would require support from a majority vote of Moreno Valley voters to increase the tax. A proposed question amending the TOT rate submitted to the voters on the ballot may be as follows:

“To maintain community safety / quality neighborhoods by retaining police, firefighters, youth / senior services, parks, libraries and other general city services shall an ordinance be adopted to update Moreno Valley’s existing transient occupancy tax, paid only by overnight hotel / lodging guests, to set a uniform thirteen percent rate for all hotels (including campgrounds/vehicle parks), with annual independent audits?”

TOT ballot measures typically have a relatively high success rate. On the November, 2015 ballot, 3 California cities considered increasing their TOT and all 3 of those passed. In 2014, in Riverside County there were 4 measures to increase their TOT and two passed. The voters in Indio approved an increase from 10% to 13% and Banning voted to continue their TOT at 12%.

In 2010 the voters were presented with Measure P which proposed an increase in the TOT from 8% to 11%. At that time the measure did not receive the majority of votes required to pass. Based on feedback received from the public, there was limited information made available for voters which may have impacted the results. In an effort to properly inform the public on the potential TOT measure, the use of a specialized firm is being proposed to support the public outreach efforts.

The City has received proposals from the Lew Edwards Group (LEG) and TBWB Strategies to assist in the public outreach efforts.

The Lew Edwards Group (LEG) has represented over 17 cities in Riverside County and has enacted more than \$79 billion in California revenue measures with a success rate of 95%. Based on their recent demonstrated experience and success on the TOT measures for the Cities of Riverside and Indio along with their prior survey work for the City of Moreno Valley, it is proposed to contract with LEG to conduct a survey of the public and assist with public outreach. The prior survey work conducted by LEG will also allow them to provided additional insight on trends in the community.

TBWB Strategies has helped cities throughout California design and pass successful local funding measures. These successes include general taxes, special taxes, sales taxes, transient occupancy taxes (TOTs), utility user taxes (UUTs) and parcel taxes. Recent successes include measures for the cities of

Palmdale, Fairfield, Vacaville, Palo Alto, Redwood City and San Rafael. We understand the unique issues and challenges that cities face when they go to the ballot seeking support for additional revenue.

## **ALTERNATIVES**

1. Place a measure on the November 8, 2016 ballot to increase the City's Transient Occupancy Tax from 8% to 13%. Adopt Resolution No. 2016-\_\_\_, directing the City Attorney to prepare an impartial analysis, setting priorities for filing written arguments, and providing for rebuttal arguments regarding the Moreno Valley transient occupancy tax measure. Approve an Agreement for Consulting Services ("Agreement"), approved as to form by the City Attorney, to provide initial public survey work and the development of public outreach information and authorize the City Manager to execute the Agreement. Approve budget adjustments to the adopted budget as set forth in the Fiscal Impact section of this report. *Staff recommends this alternative to present voters with the option to standardize Moreno Valley's TOT rate and generate revenue to support services provided to visitors and residents.*
2. Do Not place a measure on the November 8, 2016 ballot to increase the TOT, do not approve the proposed Resolution, and do not engage any consulting services. *Staff does not recommend this alternative, as it would not present voters with the option to standardize Moreno Valley's TOT rate and generate revenue to support services provided to visitors and residents.*

## **FISCAL IMPACT**

Increasing the TOT from its 1984 level (8%) to 13% is expected to increase General Fund revenues by approximately \$650,000 per fiscal year - based upon current economic conditions. The estimated cost to place a measure on the ballot is \$50,000 and shall be funded by City Clerk's election budget.

As part of any election process, it is essential that the City provide complete information to the community public as voters consider the proposed ballot measure. By utilizing the resources of a public outreach consultant, the City can maintain compliance with the election codes and provide the necessary information to the public. Phase 1 will survey resident for input regarding a potential 2016 TOT measure. Under Phase 2, the consultant will assist in developing public information and participate in public meetings and outreach.

Description	Fund	GL Account No.	Type (Rev/Exp)	*Proposed Adjustment(s)	FY 15/16 Amended Budget
Public Outreach - Phase 1	Gen Fund	1010	Exp.	\$46,000	\$46,000
Public Outreach -	Gen Fund	1010	Exp.	81,000	81,000

Phase 2					
Election Costs	Gen Fund	1010-12-05-12010	Exp.	50,000	50,000

**CITY COUNCIL GOALS**

**Revenue Diversification and Preservation.** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**ATTACHMENTS**

1. Resolution No. 2016-43
2. LEG\_Proposal
3. TBWB\_Proposal

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/16 3:57 PM
City Attorney Approval	<u>✓ Approved</u>	5/25/16 11:44 AM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:47 PM

## RESOLUTION NO. 2016-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS, AND PROVIDING FOR REBUTTAL ARGUMENTS REGARDING THE MORENO VALLEY TRANSIENT OCCUPANCY TAX MEASURE

WHEREAS, an election shall be held in the City of Moreno Valley, California, on November 8, 2016, at which there will be submitted to the voters a ballot measure ("Measure") to consider increasing the Transient Occupancy Tax for the purpose of raising general fund revenue to provide basic City services for residents; and

WHEREAS, whenever a municipal ballot measure is authorized, State law provides that the City Council may direct the City Attorney to prepare an impartial analysis and provide for the filing of written arguments for and against a measure and for rebuttal arguments to be filed with the City elections official.

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

Section 1. That the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council directs the City Attorney to prepare an impartial analysis of the Measure which would amend the current Transient Occupancy Tax ordinance by increasing the rate from eight percent (8%) to thirteen percent (13%) for the aforementioned purposes. The impartial analysis shall be filed within fifteen (15) days of the adoption of this Resolution or by the date set by the City Clerk for the filing of primary arguments, whichever is later.

Section 3. The City Council authorizes members of the City Council, collectively or individually, to file written arguments in favor of the Transient Occupancy Tax measure specified above, accompanied by the printed name(s) and signature(s) of the author(s), and to change the argument until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk. The City Clerk shall follow Elections Code sections 9281 through 9287 in determining the printing of all arguments in favor and against.

Section 4. If no member of the City Council files written arguments in favor of said Measure, then any voter of the City may submit an argument in favor to the City Clerk for consideration in accordance with State law.

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Resolution No. 2016-43  
Date Adopted: June 7, 2016

Section 5. That the Councilmembers authorized to file such arguments are:

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Mayor Pro Tem

Jesse L. Molina, Councilmember

George E. Price, Councilmember

D. LaDonna Jempson, Councilmember

Section 6. Any argument filed for or against said Measure shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is author of the argument.

Section 7. The City Clerk shall make the selection of arguments in accordance with the Elections code and local procedure. When the City Clerk has selected the arguments for and against the Measure which will be printed and distributed to the voters, the City Clerk shall send a copy of an argument in favor of the Measure to the authors of any argument against the measure and a copy of the argument against the measure to the authors of any argument in favor of the measure.

Section 8. The author or a majority of the authors of an argument relating to the Measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal. A rebuttal argument may not be signed by more than five persons. The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. Any rebuttal argument must be filed within 10 days after the final date for filing direct arguments.

Section 9. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 10. The City Clerk shall cause the City Attorney's Impartial Analysis, and duly selected arguments and rebuttals, to be printed and distributed to voters in accordance with State law regarding same.

Section 11. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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Resolution No. 2016-43  
Date Adopted: June 7, 2016



APPROVED AND ADOPTED this 7th day of June, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim City Attorney

Attachment: Resolution No. 2016-43 [Revision 3] (2047 : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY

3  
Resolution No. 2016-43  
Date Adopted: June 7, 2016

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-43 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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Resolution No. 2016-43  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-43 [Revision 3] (2047 : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY



To: *Mr. Marshall Eyerman, Chief Financial Officer  
City of Moreno Valley*

From: Catherine Lew, President/CEO, The Lew Edwards Group

Date: March 25, 2016

Re: Proposal to Provide Fiscal Sustainability and TOT Viability Consulting Services

Thank you for the City of Moreno Valley's invitation to The Lew Edwards Group to submit a 2016 proposal for Initial Assessment Services related to the City's fiscal sustainability and a potential 2016 Transient Occupancy Tax (TOT) measure. I am delighted to be joined in this proposal by our survey engagement subcontractor, FM3 Research.

LEG/FM3 would welcome a 2016 collaboration with the City of Moreno Valley to assess your constituents on their current views regarding their satisfaction levels, service priorities, and interest in a potential 2016 TOT measure.

LEG/FM3's current TOT clients initiated their efforts last year. In today's discerning and highly competitive communications and ballot measure environment, the viability of these types of measures cannot be presumed or taken for granted, given other cities within Riverside County who have recently attempted TOT measures and failed.

A 2016 collaboration with our team offers the City of Moreno Valley the following:

- ✓ A team that has enacted more than \$79 Billion in California revenue measures with a success rate of 95%;
- ✓ The California leaders in revenue measures for local government, including numerous agencies in Riverside County and the greater Inland Empire/Coachella Valley;
- ✓ Demonstrated experience and success on TOT measures in cities such as Indio and Riverside;
- ✓ Previous expertise within the City of Moreno Valley and a unique library of research since 2007 in your City, allowing our team to assess consistencies and/or shifts in constituent views and attitudes over the past decade; and
- ✓ A deep bench of experts with knowledge of the City through our past collaborations and the resulting ability to initiate services immediately upon contract award within the short, aggressive timeline necessary.

In short, our team is we are prepared to jump in feet first to do this important work for you.

Attachment: LEG\_Proposal (2047 : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE

## STATEMENT OF QUALIFICATIONS

As the City is aware, LEG and FM3 are California leaders in providing cutting edge Fiscal Sustainability services to public agencies throughout California, including counties, school districts, community college districts, cities, and selected nonprofit and private sector clients.

### **About The Lew Edwards Group (Lead Consultant)**

Experts from The Lew Edwards Group are frequently sought after trainers and speakers for the **League of California Cities, California Municipal Treasurers Association, Local Government Commission, Institute for Local Governments, Municipal Management Association of Northern California** and other organizations to share our nationally-recognized, award-winning planning approaches. LEG's public agency communications products have been recognized on multiple occasions in the prestigious national Pollie Awards and Golden Paragon Awards.

LEG was incorporated in 1997, and is a California leader in providing successful TOT and Budget Planning services. LEG principals have provided these services for literally hundreds of projects over the past eighteen years. More than two-thirds of LEG's practice is in providing these types of services. LEG experts have award-winning expertise in all aspects of communications and strategic services and pride themselves on providing individualized, quality service to all of our clients.

### **About Fairbank, Maslin, Maullin, Metz & Associates (Survey Research Subcontractor)**

As the City knows, FM3 has specialized in opinion research since it was first organized in 1981. FM3 is especially experienced in conducting surveys for local government. FM3 plans and executes all phases of these types of survey projects from beginning to end. On an annual basis, FM3 conducts as many as 100 focus groups and 300 surveys, a strong standard by any measure. *FM3 also serves as the League of California Cities' primary survey research firm and conducted research for the City in 2007 and 2013, the last studies of these types conducted by the City of Moreno Valley.* FM3 regularly conducts seminars and forums with the League of California Cities to educate city leaders on how Public Opinion Research Surveys can be used to address the concerns, needs and priorities of their residents.

FM3's 22-person staff is multi-talented and works as a team to assure the completion of independent, measurable quality analysis in a timely manner. In addition, FM3's data collection and sampling team is closely supervised by FM3 to render immediate, high-quality service. FM3 prides itself in delivering personal service to its clients, who are assured ongoing contact with the firm's principals and senior personnel.

## EXPERIENCE

### Experience with Public Agencies – Partial List

The Lew Edwards Group has represented the following agencies on similar projects, including 17 agencies in Riverside County. Comprehensive lists for both firms can be found on our websites: [www.lewardsgroup.com](http://www.lewardsgroup.com) and [www.fm3research.com](http://www.fm3research.com)

Besides the **City of Moreno Valley** LEG's many municipal clients include the cities of Arcadia, Artesia, Arvin, Belmont, Benicia, Beverly Hills, Burlingame, Campbell, **Canyon Lake**, **Cathedral City**, Ceres, Chico, Chino Hills, Clovis, **Coachella**, Concord, Covina, Cupertino, **Desert Hot Springs**, Dinuba, Downey, El Cerrito, Elk Grove, Emeryville, Escondido, Fairfield, Fortuna, Galt, Gardena, Gilroy, Grover Beach, Half Moon Bay, **Hemet**, Hercules, Hermosa Beach, Huntington Beach, **Indio**, Inglewood, Kingsburg, La Habra, La Mesa, La Mirada, **La Quinta**, Lathrop, Larkspur, Lawndale, Livermore, Long Beach, Lynwood, Los Banos, Manhattan Beach, Manteca, Millbrae, Moraga, Morro Bay, Newark, Norwalk, Novato, **Palm Desert**, **Palm Springs**, Palo Alto, Pasadena, Pico Rivera, Pinole, Porterville, Rancho Cucamonga, Rancho Santa Margarita, Redondo Beach, Reedley, Ridgecrest, **Riverside**, Rohnert Park, Rolling Hills Estates, San Jose, San Juan Capistrano, San Leandro, San Luis Obispo, San Ramon, Sanger, Santa Cruz, Santa Fe Springs, Santa Maria, Santa Monica, Saratoga, Seal Beach, Seaside, Selma, Stanton, Stockton, South Pasadena, South San Francisco, **Temecula**, Tracy, Vallejo, Visalia, Vista, West Hollywood, Westminster, **Wildomar**, and the counties of Fresno, Humboldt, Imperial, Santa Cruz, and Tulare, among many others.

### Riverside County Experience

- As mentioned, our team has represented 17 agencies in the County on a variety of opinion research, budget/revenue planning, and strategic communications needs.
- Besides the cities listed above, LEG/FM3 also represented **Beaumont Unified School District**, **Corona Norco Unified School District**, **Mt. San Jacinto Community College District**, and **San Jacinto Unified School District** on successful strategic planning and communications projects.

### Lew Edwards Group Experience on Transient Occupancy Tax (TOT) measures

LEG has enacted TOT measures in the following cities:

- City of Artesia
- **City of Indio**
- City of Kingsburg
- City of Marina
- County of Placer
- **City of Riverside**
- City of West Hollywood

Our team is currently representing the cities of Pacific Grove and **Palm Desert** on their 2016 TOT planning efforts.

## **TYPICAL A to Z PROJECT APPROACH**

### **Project Objectives and Steps**

As the City is aware, LEG's services are designed to:

- 1) Provide efficient, supportive and responsive Project Management for the City's 2016 TOT Project;
- 2) Re-assess and provide updated analysis of constituent satisfaction, priorities, and local funding views for the viability of a 2016 TOT through Public Opinion Research;
- 3) If desired, implement a Public Information Program to inform and engage constituents around timely issues; and
- 4) Provide additional strategic services if requested by the City.

### **Project Management**

LEG prides itself on a team building approach and for most cities, typically facilitates, manages and oversees all team members for effective deployment on all benchmarks during the planning process.

As in our past partnership, LEG will initiate our efforts through a Kick Off meeting and schedule subsequent, consistent planning teleconferences with the City. With the input of all participants, LEG will develop meeting agendas, facilitate sessions, and coordinate the timely deployment of all tasks and assignments. Our planning efforts throughout the process are designed to use the City's time efficiently and well, while providing important Project Management leadership and management to ensure that all timetables and benchmarks are met within the necessary timeframe.

LEG approaches its leadership role with personal dedication, enthusiasm, and a commitment to excellent service, recognizing that our ultimate consumer is not only the City of Moreno Valley, but also most importantly, the constituents the City represents.

### **STEP ONE: Assess Constituent Views through Updated City of Moreno Valley Research**

In designing the City's 2016 survey questionnaire, FM3 will draw on its knowledge of community opinion survey methodology, as well as its past experience in conducting research within Riverside County and the City itself from its 2007 and 2013 projects. As in the past, the process will begin with an initial kickoff meeting between key FM3, LEG and City staff. The meeting will provide a comprehensive discussion of the key TOT issues that should be explored in the community opinion survey and the sample methodology.

After the meeting, FM3 will begin drafting the questionnaire, while maintaining close phone and e-mail contact with the project team to follow up on issues discussed during the kickoff meeting. FM3 will then present a first draft of the survey questionnaire to City staff for their review. After collecting feedback, FM3 will revise and refine the survey questionnaire.

As in our past partnerships, FM3 will develop several drafts of the survey, incorporating feedback from City staff, to develop a questionnaire that is capable of obtaining all of the information desired. Before commencing interviewing, FM3 will obtain the approval of the appropriate City representative on the final version of the questionnaire. FM3 envisions that the poll will analyze some of the following issues:

- Determining residents' overall satisfaction with the quality of life;
- Ranking of the seriousness of a variety of problems facing local residents, including the economy;
- Evaluating satisfaction with City services;
- Gauging residents' overall attitudes towards fiscal issues;
- Identifying voters' priorities for revenue and interest, if any in a 2016 TOT measure;
- Identifying effective information in communicating with constituents about your needs;
- Identifying demographic and attitudinal characteristics of constituents for detailed analysis.

Following completion of the public opinion research study, LEG will independently evaluate survey results and advise the City on whether its TOT measure is viable, and develop initial Public Information/Communications Recommendations.

## **STEP TWO: Implement Public Information Program**

If the City is viable and wishes to continue its planning, LEG can provide additional scopes of work such as:

- Developing and refining messages for inclusion in existing City communications vehicles to deliver and saturate your message, including the City newsletter, guest columns, copy for links on the City website, and focused Power Point Presentations for the informational Speakers' Bureau, Stakeholder, Key Influential and community presentations. LEG would provide first drafts of all materials, for the review and approval of the City.
- Recommending strategic methods to message-target existing networks and organizations throughout the City to focus your message, and solicit and respond to questions from the public. User-friendly messaging and consistency of message is key – and LEG can assist in providing the leadership and implementation structure for effective deployment, including training the appropriate city messengers on the message and creating a communications deployment plan that is achievable.

### Development of Key Messages

The Public Information Program is a critical method of educating the public and raising awareness of the needs that a potential TOT is designed to address. “Message discipline” and a clear, concise focus are critical to our marketing effort. If desired, LEG can draft and/or refine talking points for City staff and Council use.

### Direct Mail Component

LEG typically implements an informational direct mail program be implemented to the public-at-large. A hallmark of LEG’s approach are user-friendly brochures or letters that have a return card or other mechanism to allow citizens to ask questions, provide input, or otherwise comment – establishing two-way communication. However, interactive direct mail is most effective as an early strategy. LEG will advise the City whether its preparation should include two-way direct mail communications. If not, there are other types of factual mailings that our agencies have successfully implemented as part of their public information process. Examples of LEG’s TOT mailings and communications products are included in the Appendix to this proposal.

In consultation with City staff, as noted above LEG can also draft and/or refine informational articles for the City newsletter, handouts, press releases and website, with appropriate supporting materials (charts, graphs, visual aids, etc.) to communicate key messages and inform residents. In addition, LEG would draft, review and/or refine supporting fact sheets, flyers and other communications. Other communications vehicles include your City website, community television, and a Speakers’ Bureau program. Many of our public agencies use YouTube and Twitter as part of their public communications program.

### Community Outreach Plan

Following analysis of the poll, LEG can design a community outreach plan strategically directed to key organizations within the City. As part of this Scope of Work, LEG typically develops a tailored “Speakers Bureau Toolkit” for assigned City speaker/messengers including helpful hints, speaker objectives, “sticky” (difficult) QAs, and Speaker leave-behinds. LEG conducts Speaker Training.

### Press Coverage

LEG can review earned (non-paid) media press opportunities with the City’s staff/PIO. Balanced or positive press coverage will build additional constituent engagement throughout the process, which is critical to engaging community stakeholders and informing your public about your needs.

## **BALLOT MEASURE PREPARATION**

Should the City’s constituents be interested in a 2016 TOT measure, LEG is available to provide additional services, including collaborating with the City Attorney and City staff on the TOT ballot



measure components to address the public's interests and ensure they are understandable to the average person, not just lawyers.

## ASSIGNED PROJECT PERSONNEL

The City can be assured of the highest level of service from senior executives at LEG and FM3, all of whom have extensive experience in the Valley and with the City of Moreno Valley specifically – allowing for a rapid and efficient transition into the City's project in a seamless manner.

### Catherine Lew

*President and CEO, The Lew Edwards Group  
Consultant-in-Charge*

Catherine Lew, co-founder and President/CEO of The Lew Edwards Group, is a premier consultant in California providing strategic consulting and communications services to public agencies that include cities, counties, special districts, and education districts.

Lew has over 30 years of experience and is a veteran of over 600 similar projects. Besides the **City of Moreno Valley**, selected clients represented by Lew include **the cities of Cathedral City, Canyon Lake, Indio, Palm Springs, Riverside, and Temecula.**

Under Lew's strategic direction, The Lew Edwards Group has enjoyed nineteen years of success in representing scores of agencies that need high level assistance. Lew prides herself on her firm's excellent service to each and every client-- diverse agencies that range dramatically in size and scope of strategic needs. She has earned a reputation as one of the state's toughest advocates and tacticians on behalf of local government.

A graduate of the University of California, Berkeley and the University of San Francisco School of Law, is also a member of the California State Bar. *Lew will continue to serve as the Lead Consultant.*

### Dr. Richard Bernard

*Partner and Senior Vice President, FM3 Research  
Lead Opinion Researcher*

Richard Bernard, Partner & Senior Vice President, joined FM3 Research after being on the faculty at the University of Toronto from 1999 to 2002. Dr. Bernard has led research teams in surveys, conducted focus groups and provided strategic advice for a diverse set of clients including government agencies, non-profit groups, for-profit firms, and the **City of Moreno Valley** among many other cities.

Dr. Bernard's public opinion research efforts have helped ballot measure campaigns raise billions of dollars for school and transportation improvements, clean water and open space protection and public safety funding initiatives. Through this work he has developed an extensive knowledge and expertise facilitating the passage of a full range of public agency ballot measures.

While at the University of Toronto, he taught research methods and statistics and within his research dealt frequently with issues related to cities among other policy subjects. Prior to joining the faculty at University of Toronto, Dr. Bernard was a post-doctoral fellow at The University of Chicago where he both designed and tested quantitative and qualitative surveys related to family, work and educational issues. *Dr. Richard Bernard* received an Honors B.A. at York University, a M.A. at McGill University and a Ph.D. at UCLA in Sociology and *will continue to serve as the City's Lead Opinion Researcher.*

**Dave Mason**  
***Deputy Director, The Lew Edwards Group***  
***Senior Project Director***

Dave Mason is an experienced public affairs professional with an extensive background in public policy, public affairs, government relations, community relations and political campaigns. Mason has provided political and public policy expertise to elected officials, public agencies, private companies and nonprofits. His strong public affairs background and broad experience allows LEG to manage complex projects with significant policy or communications challenges.

Besides the **City of Moreno Valley**, Mason has represented a broad number of LEG public agency clients, including the **City of Wildomar** on a successful 2/3s requirement parcel tax to reopen city parks. He is currently quarterbacking efforts on behalf of the **City of Hemet** on a potential 2016 ballot measure. *Mason will continue to function as the Senior Project Director for the City's efforts.*

**COST PROPOSAL**

**Proposed Fees for Step One**

As the City has requested, this proposal is phased. Step One will re-assess the service and satisfaction viewpoints of your constituents and evaluate the viability of a potential 2016 TOT measure. Consistent with our past partnership and without exception, LEG and its subcontractors do not charge on an hourly or time and materials basis.

Professional Consulting Services                    \$12,500  
*-Presumes 8 weeks of services from initiation of efforts*  
*-LEG will honor our 2013 rate to the City*

Community Survey Interviews                    \$29,500  
*-Presumes interview length of approximately 15 minutes, sample size of up to 400*  
*-Both English and Spanish Language Surveys will be conducted*

Travel/Out-of-Pocket                                \$1,000  
*-only those expenses actually incurred will be invoiced, at cost*

***Total for Step One:                                \$43,000***

Attachment: LEG\_Proposal (2047) : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE

## Recommended Timeline for Step One Services

Week 1:	Formalize Consultant Hiring (City) Review 2007 and 2012 Moreno Valley research archives Conduct Media/Public Information Audit
Week 2:	Conduct KickOff Planning Session, identify fiscal sustainability needs potentially addressed by a TOT
Week 3:	Review/approve survey; pre-test survey
Weeks 4-5:	Initiate and complete survey interviews
Week 6:	Initiate analysis of results
Week 7:	Develop and finalize Strategic Planning Recommendations
Week 8:	Report Survey results to City Make recommendations, reach consensus on project goals

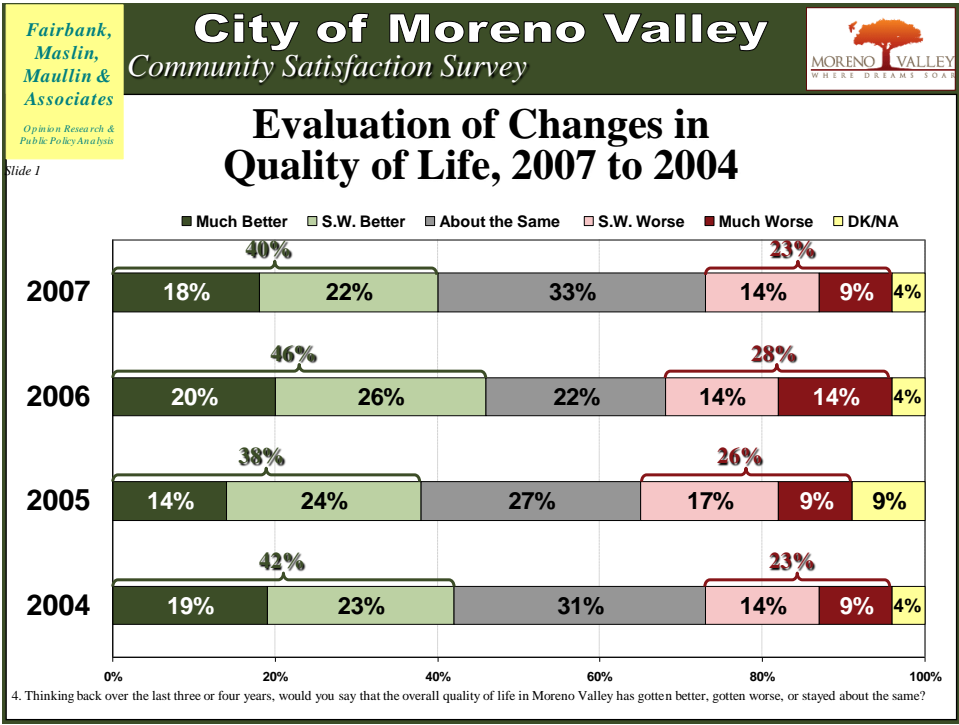
## Estimated Fees for Public Information and Other Subsequent Services

Should the City's initial assessment show that the City's TOT is potentially viable in November 2016, additional costs for subsequent phases of work are estimated as follows:

Professional Consulting Services	\$25,000
Informational Mailings ( for up to 3)	\$55,000
Travel/Out-of-Pocket	\$1,000
<b><i>Estimated for Public Information:</i></b>	<b><i>\$81,000 additional</i></b>

In closing, we would like to thank the City of Moreno Valley again for reaching out to our firm—our organizations are excited about a potential 2016 collaboration, and look forward to hearing from you. Samples of selected City of Moreno Valley and TOT products are contained in the Appendix.

# *APPENDIX*



**Fairbank, Maslin, Maullin & Associates**  
Opinion Research & Public Policy Analysis

## City of Moreno Valley Community Satisfaction Survey

**MORENO VALLEY**  
WHERE DREAMS SOAR

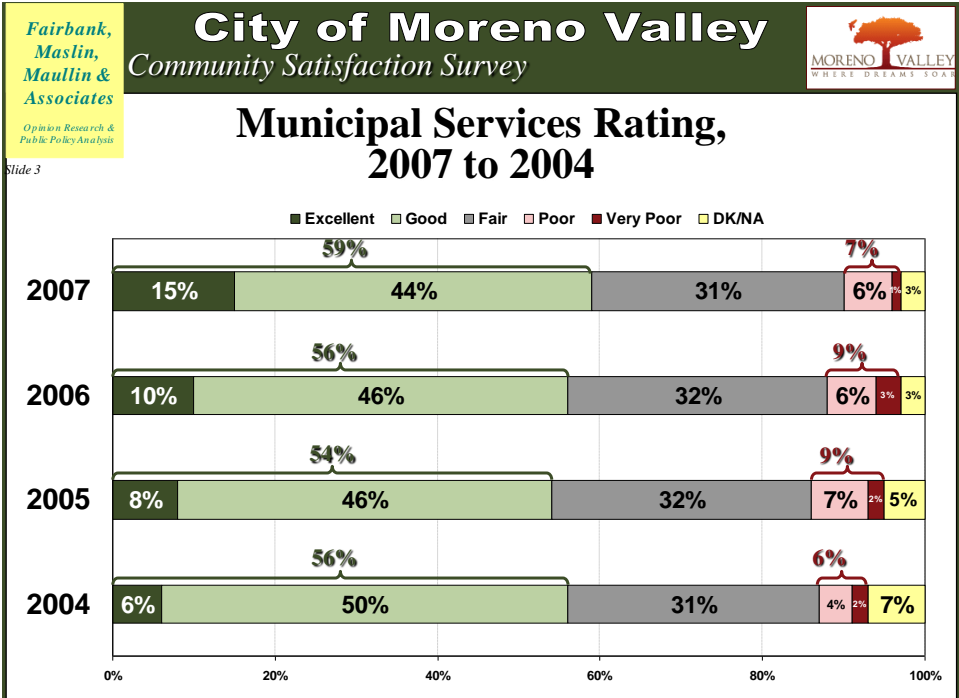
### Evaluation of the Importance of Specific Moreno Valley City Services

Slide 2

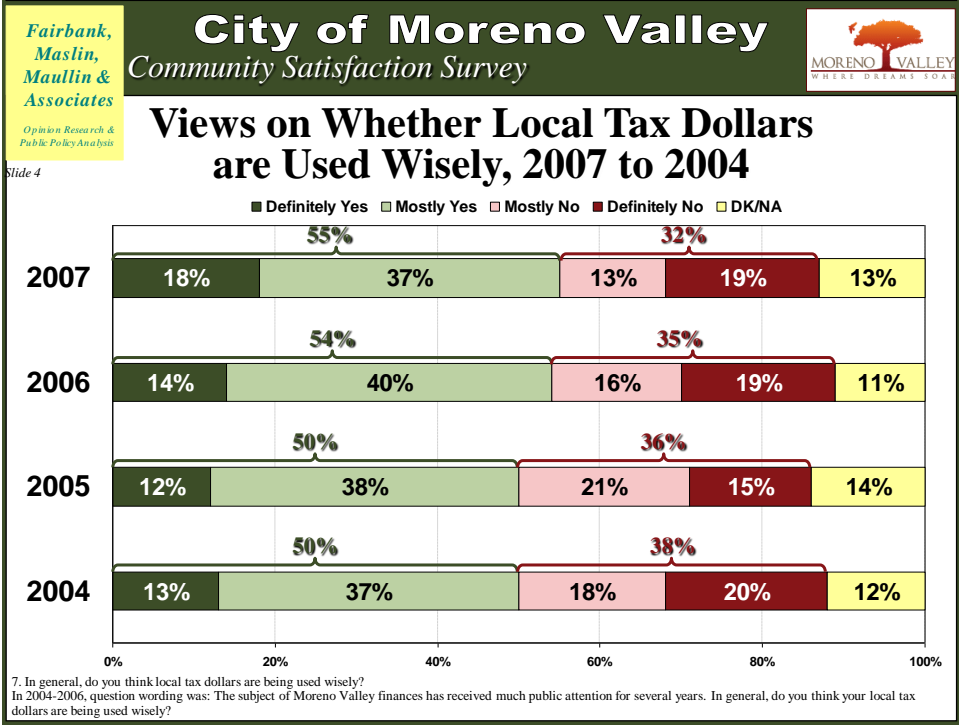
Services	Mean Score
Fire and paramedic services	6.5
Police protection	6.4
Pick up of garbage, yard waste and recyclables	6.4
Removal of graffiti	6.3
Maintenance of public parks	6.1
Library services	6.1
Maintenance of local roads and sidewalks	6.0
Recreation opportunities and programs at city parks and recreation centers	6.0
Animal control services	6.0
Programs to retain, expand, and attract businesses to Moreno Valley	5.8
Landscaping on street medians and other public areas	5.8
Special city events, such as the Fourth of July celebration	5.5
Regulation of street vendors and people selling things from carts	5.2

8. I would like to read you a list of specific services provided by Moreno Valley's city government to residents of the city. Please tell me how important you think that service is. We will use a scale of one to seven, where one means **NOT AT ALL IMPORTANT** and seven means **VERY IMPORTANT**. If you have no opinion or don't know about a service I mention to you, you can tell me that too.

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6. Would you say that, in general, the municipal services provided by the City of Moreno Valley are excellent, good, fair, poor, or very poor?

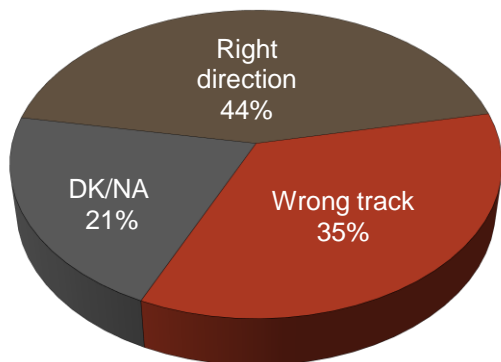


7. In general, do you think local tax dollars are being used wisely?  
In 2004-2006, question wording was: The subject of Moreno Valley finances has received much public attention for several years. In general, do you think your local tax dollars are being used wisely?

Attachment: LEG\_Proposal (2047 : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE

# Right Direction/Wrong Track – City of Moreno Valley

2013 Survey



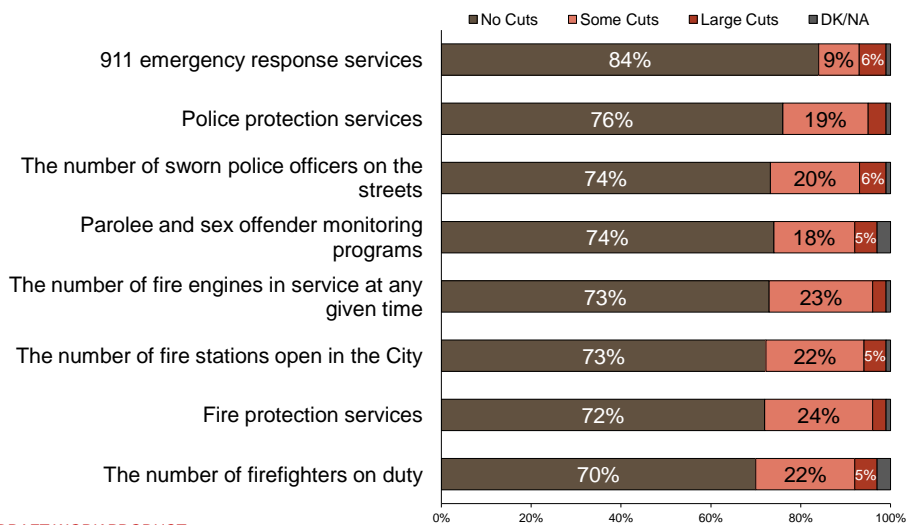
DRAFT WORK PRODUCT



Do you think things in the City of Moreno Valley are generally headed in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?

0

## Service Cut Preferences-2013 Survey



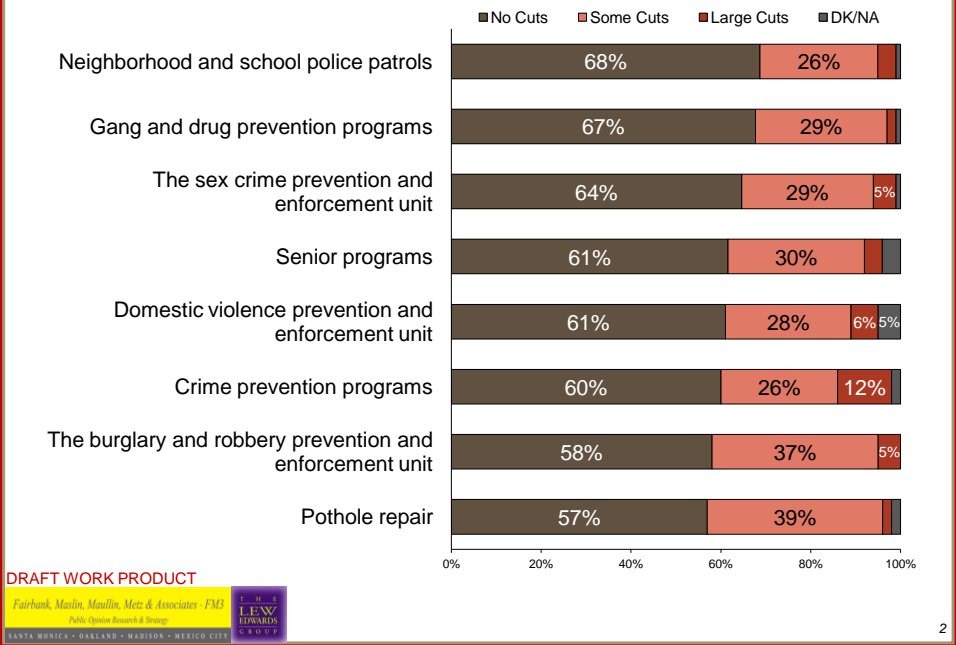
DRAFT WORK PRODUCT



1

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### Service Cut Preferences – 2013 Survey



### City of Indio Ballot Measure Label Statement

#### City of Indio Vital Services Measure.

To maintain community safety/quality neighborhoods by retaining police, firefighters, and paramedics; replacing outdated fire trucks/ambulances; and maintaining 911 emergency response times, youth/senior services, parks and other general city services shall an ordinance be adopted updating Indio’s existing transient occupancy tax, paid only by overnight hotel/lodging guests, be set at a uniform 13% for all hotels (including campgrounds/vehicle parks), with citizens’ oversight and annual independent audits?





City of Arts & Innovation  
3900 Main Street  
Riverside, CA 92522

PSRT  
STANDARD  
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ADMAIL

# Information about MEASURE V



RIVERSIDE'S HOTEL TAX

City of Arts & Innovation

## DID YOU KNOW?

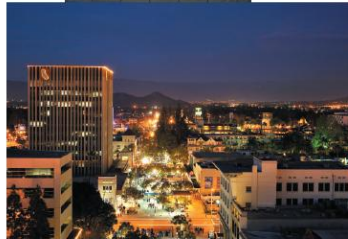


The State has taken \$65 million from Riverside – most recently \$17 million this spring from redevelopment money used to create local jobs. Sacramento will continue to take millions more due to the State budget crisis, and Measure V provides funding for local services that can't be taken away.

Para información en español por favor llame al (951) 826-5954



On July 27<sup>th</sup>, the Riverside City Council placed Measure V on your November 2<sup>nd</sup> ballot. Measure V is a hotel tax, paid only by hotel and motel guests. Riverside residents, homeowners or property owners – who are not hotel/motel guests – are NOT taxed.



If Measure V is approved by voters, it would provide Riverside with additional revenue to keep our city on the right track, stimulate local economic growth, market and attract more visitors by improving visitor and convention facilities and services, and maintain services that are impacted by visitors



such as public safety, emergency response, park, library, and community services.



Measure V is on Your Local Ballot

# VOTE NOV 2<sup>nd</sup>

## FACTS About Measure V



### What is Measure V?

Measure V is a hotel tax paid ONLY by hotel and motel guests. Hotel visitors pay this tax when they stay at a Riverside hotel or motel. Riverside residents, homeowners or property owners – who are not hotel or motel guests – are NOT taxed.

- Providing community services
- Improving convention center services and facilities to promote tourism and economic growth
- Maintaining city parks and playgrounds
- Supporting library programs and hours



### Will Measure V funds stay local?

Yes. Measure V will provide a stable, local revenue source that can't be taken by Sacramento or the County. Funds from Measure V are legally required to stay here in Riverside, giving us local control to protect essential city services.

### How would Measure V maintain local services?

If passed, Measure V funds will help maintain essential city services, such as:

- Maintaining 9-1-1 response times
- Maintaining fire protection and neighborhood police patrols



### What will it cost?

Measure V is paid only by hotel and motel guests and increases the cost of a hotel room by just 2% for hotel/motel visitors, bringing our rates in line with similar cities. This increase will be implemented in phases with 1% in July 2012 and an additional 1% in July 2014.

### How do we know funds will be spent responsibly?

Measure V includes strong fiscal accountability protections, including being subject to publicly available, annual, independent audits of city funds and expenditures.



Visit [www.riversideca.gov](http://www.riversideca.gov) for more information.

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## What is Measure O?

- On July 16<sup>th</sup>, 2014 the Indio City Council placed a hotel bed tax measure on the November 2014 ballot which, if enacted, could generate locally-controlled funds for local projects and services, with money that could not be taken by the State.
- Measure O is a hotel and lodging tax paid ONLY by hotel and other lodging facility guests.

3

## Who Pays For Measure O?

- Visitors and festival hotel or lodging guests pay Measure O, not Indio residents who are not staying in hotels.
- Measure O ensures that tourists who use our services pay their fair share for police and fire protection, street maintenance and pothole repair, and keep our neighborhoods clean and safe.



7



18747 Clarkdale Avenue  
Artesia CA 90701

PRESORTED  
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ADMAL

## REMEMBER to VOTE on Measures S & Y Nov. 3<sup>rd</sup>

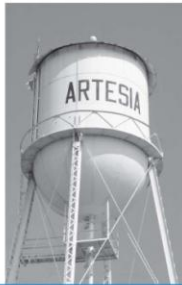
### MEASURE S Facts

- Measure S is a 6.5% hotel tax increase, paid only by hotel guests
- Artesia residents or property owners who are not hotel guests, are **NOT** taxed
- The rate has not been increased for 33 years
- Measure S is subject to publicly available, annual audits of City funds

### MEASURE Y Facts

- Measure Y is a tax paid only by businesses to obtain a business license from the City
- Artesia residents or property owners who do not need to obtain a business license in the City, are **NOT** taxed
- It has been 19 years since business license rates were changed
- Measure Y is subject to publicly available, annual audits of City funds

For more information visit: [www.CityofArtesia.us](http://www.CityofArtesia.us)



Para información en español por favor llame al (562) 865-6262. Para sa kaalaman sa Tagalog tumawag sa (562) 865-6262.  
한국어 안내 (562)865-6262

## Information on Measures S and Y Vote in Artesia's Local Election



### City Council takes action by placing Measures S & Y on the ballot

- Measures S and Y will provide revenue to fund City general fund services, such as public safety, gang/drug prevention programs, senior services, street maintenance, and other general fund services
- Measures S and Y will provide local control of funding
- Measures S and Y will replace revenue being taken by the State

#### Official Measure S Ballot Language *To be paid only by hotel guests*

<b>S</b>	Shall Ordinance No. 09-749, which increases the transient occupancy tax from 6% to 12.5%, be adopted?	<b>20</b> YES → <input type="radio"/>
		<b>21</b> NO → <input type="radio"/>

#### Official Measure Y Ballot Language *To be paid only by businesses to obtain a business license*

<b>Y</b>	Shall Ordinance No. 09-750, which increases business license taxes, be adopted?	<b>22</b> YES → <input type="radio"/>
		<b>23</b> NO → <input type="radio"/>



## VOTE on Measures S and Y • November 3<sup>rd</sup>

Attachment: LEG\_Proposal (2047) : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE



1404 Draper Street  
Kingsburg, CA 93631

**MEASURE A,  
a hotel tax  
paid only by  
hotel guests,  
is the only  
ballot item  
that affects  
us locally.**



## Important MEASURE A Update



### Dear Neighbor:

To keep you informed about Measure A, which affects us locally, here are some facts we think you should know.

The Kingsburg City Council unanimously placed Measure A, the Kingsburg City Services Improvement Measure, on our November 4<sup>th</sup> ballot.

Measure A is a hotel tax, paid ONLY by hotel guests. Kingsburg homeowners or property owners are NOT taxed. Hotel visitors pay this tax when they spend the night in Kingsburg, and it only increases the cost of a hotel room by a small amount per night.

Measure A maintains and protects Kingsburg city services and allows us to keep pace with increasing service demands.

- In the past 15 years, the population of Kingsburg has grown by 56%
- In that time, the number of reported crimes has doubled and the number of calls for police assistance increased 300%
- Over the past 10 years, the State has seized over \$2 million from Kingsburg's revenues

Measure A helps to fight youth crime and the spread of drug use and gangs from outside the community coming into our neighborhoods, repair potholes, and stimulate economic development.

Measure A provides funding for local services, and the money can't be taken by Sacramento to balance the State budget. Measure A includes strong fiscal accountability protections, including publicly available, annual audits of city funds and expenditures.

Sincerely,

*Wayne Osborne*  
Wayne Osborne  
President,  
Kingsburg Firefighters Association

*Judy Pögel*  
Judy Pögel  
Local business owner and  
10-year Kingsburg resident

*Mike Henentent*  
Mike Henentent  
President,  
Kingsburg Chamber of Commerce

**Make an Informed Decision  
When You Vote November 4<sup>th</sup>**

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# Proposal for Pre-Election Consulting Services

Prepared for

City of Moreno Valley

May 17, 2016



**T B W B** STRATEGIES

400 Montgomery Street, 7th Floor | San Francisco, CA 94104  
Phone: (415) 291-1894 | Fax: (415) 291-1172 | TBWB.com

Attachment: TBWB\_Proposal (2047 : RESOLUTION TO PLACE A MEASURE RELATING TO THE TRANSIENT OCCUPANCY TAX ON THE

May 18, 2016

Marshall Eyerman, Chief Financial Officer, City Treasurer  
City of Moreno Valley  
14177 Frederick St.  
Moreno Valley, CA 92553

Dear Mr. Eyerman,

Thank you for the opportunity to present our joint proposal with True North Research as you consider a potential ballot measure to address your city funding needs. Following this letter is a proposal outlining the services we offer to help you engage with your community regarding your facility needs and prepare a potential local funding measure for the ballot.

TBWB is a different kind of political consulting firm. We specialize in crafting and helping pass public finance ballot measures for cities and other public agencies. We don't work on candidate elections, and therefore we avoid many of the conflicting priorities and demands for attention that other political consultants will face in the lead-up to a busy Presidential election year.

TBWB is proposing to partner with True North Research on this project. True North Research is a full-service opinion research firm that brings years of experience and expertise conducting voter surveys on behalf of school districts throughout California to evaluate funding options, choose funding mechanisms, and craft ballot measures.

Our prior clients will tell you that our commitment to personal attention, client responsiveness and the unique details of your political environment set us apart from others in our industry.


Specifically for the City of Moreno Valley, we believe that our team is uniquely qualified to lead your local funding measure for the following reasons:

- **Unmatched Funding Measure Experience.** Since 2006, we've passed over 210 bond and tax measures in California with an 88% success rate.
- **Extensive City Revenue Experience.** TBWB has helped cities throughout California design and pass successful local funding measures. These successes include general taxes, special taxes, sales taxes, transient occupancy taxes (TOTs), utility user taxes (UUTs) and parcel taxes. Recent successes include measures for the cities of Palmdale, Fairfield, Vacaville, Palo Alto, Redwood City and San Rafael. We understand the unique issues and challenges that cities face when they go to the ballot seeking support for additional revenue.
- **Capacity and Infrastructure to Serve You in a Busy Election Year.** All qualified political firms will be busy in 2016. Unlike our competitors whose firms are comprised of one or two principal consultants, TBWB has a team of professionals to ensure your project receives the attention it deserves. Managing Consultant Joy Tatarka will be your point of contact and will personally manage your project from start to finish. Joy and the management team are supported by a staff of nearly 30, including an in-house graphic design department and production coordination team to ensure your messaging materials are of the highest quality and value.

The remainder of this proposal provides detailed information about our two firms, the services we provide, our approach to passing successful funding measures and a list of clients we have worked with.

Please don't hesitate to contact me at (406) 546-7192 or via email at [jtatarka@tbwb.com](mailto:jtatarka@tbwb.com) if you have any questions or need additional information. Thank you again for the opportunity.

Sincerely,



Joy Tatarka  
Managing Consultant, TBWB Strategies

# The TBWB Difference

TBWB Strategies is a non-partisan strategy and communications consulting firm specializing in bond, parcel tax and other public finance ballot measures supporting public programs, services and facilities. TBWB launched in 2005 as an offshoot of Terris Barnes & Walters Political Media, which has been winning campaigns in California since 1988.

## Public Consensus → Winning Propositions

Passing taxes and assessments is different from typical political efforts. For example, candidates run campaigns to differ from their opponents and stand out from the crowd. When the issue is taxes, however, winning requires consensus: uniting people around shared priorities and values. We believe public consensus leads to winning propositions, especially for tax measures.

## Commitment to Client Service

A close partnership with attention to daily details is essential. We know public finance measures, and you know your community. We also understand that the reputation of your agency is at stake every time you seek funding from your community: it's not enough just to "win", but the campaign and the measure must help you strengthen your relationship with your community.

## Management-Level Attention

When you hire us you work directly with our firm's management team. Unlike consulting firms with just one or two principals, we have nine experienced management team members dedicated to client service. Your lead manager will be your principal contact throughout your project to give your ballot measure the attention it deserves. Additional support will always be available in the event a need arises.

## Experience

The partners and consultants at TBWB have experience on over 200 successful public finance ballot measures that have raised billions in voter-approved revenue for public programs, services and facilities. The successful measures include bonds, parcel taxes, sales taxes, transient occupancy taxes, utility users taxes, assessments and fees. We help school districts, community colleges, cities, counties, parks, water and open space districts, fire districts, libraries, healthcare districts, transportation authorities and others.

## In-House Design and Production

TBWB is one of the few firms in our industry that maintains an in-house Art Department and Production Department, to produce award-winning, creative concepts and attend to all the details required for efficient and timely delivery of printed materials. During a busy election season, our team will make sure your materials are given the necessary attention to deliver your message to your voters effectively and on time.





## FIRM OVERVIEW

True North Research, Inc. is a full-service survey research firm that is dedicated to providing California cities and other public agencies with a clear understanding of the perceptions, opinions, priorities, and concerns of their residents and voters. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—including planning, performance measurement, public policy, passing revenue measures, and developing compelling public information campaigns. To date, the principals at True North (Dr. McLarney and Mr. Sarles) have designed and conducted over 900 survey research studies for public agencies, including more than 300 studies for California cities.

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research, careful packaging, and an effective public information campaign. Dr. McLarney has designed and conducted over 300 revenue measure feasibility studies for public agencies that captured the pieces of information needed for estimating the feasibility of a measure and—if feasible—identifying how best to package the measure for success (including ballot language, tax rate and expenditure plans). Of the measures that have gone to ballot based on Dr. McLarney's recommendation, more than 93% have been successful. In total, the research that Dr. McLarney has conducted has led to over \$24 billion in successful local revenue measures, including more than 75 successful measures in the difficult economic and political environments that followed the start of the recession. It's worth noting, moreover, that we are experienced in all types of funding mechanisms, including sales taxes, parcel taxes, bonds, utility user taxes (UUTs), transit occupancy taxes (TOTs), business license taxes, as well as Prop. 218 assessments and property-related fees.

# The TBWB Team

Unlike consulting firms with just one or two principal consultants, TBWB has nine experienced members of our management team. In a busy election year, our size ensures that your project receives the devoted senior-level attention that it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. When you hire us you work directly with our firm's senior management. Our direct and personal "in the trenches" experience guiding recent successful bond and tax measures offers a keen understanding of the nuances in messaging and strategy required to win.

TBWB is one of the few firms in our industry that maintains an in-house Art Department. Our full-time Art Director and team of graphic designers produce award-winning creative concepts, while our Production Director ensures efficient and timely delivery of materials. This in-house capacity allows us to meet the rapid-response demands of our clients 24 hours a day and 7 days a week.

In addition, TBWB provides extensive staff support, under close management supervision, to your project. We keep the largest full-time support staff of any firm in our industry, because effective strategic planning and implementation requires the attention and involvement of many professionals, including the lead manager.

Our clients tell us that what sets us apart from the competition is our hands-on approach and attention to every detail in the process.

Following is the biography for the partner who will personally manage your project. Visit TBWB.com for biographies of our entire team.

## Management Team

**Barry Barnes**  
**Sarah Stern-Benoit**  
**Jared Boigon**  
**Charles Heath**  
**Joy Tatarka**  
**Michael Terris**  
**Erica Walters**

## CLIENT SERVICES

**Sabrina Kochprapha**  
*Senior Consultant*  
**Stephen Sanger**  
*Senior Consultant*  
**Jeremy Hauser**  
*Consultant*  
**Mia Hodge**  
*Consultant*  
**Amanda Sintes**  
*Consultant*  
**Heather Gibson**  
*Senior Field Associate*  
**Matt Maltbie**  
*Senior Associate*  
**Jake Martin**  
*Senior Associate*  
**Kevin Fong**  
*Associate*  
**John Hansen**  
*Associate*

## CREATIVE

**Maximillian Medina**  
*Art Director*  
**Erin Henry**  
*Graphic Designer*  
**Janeen Sperling**  
*Graphic Designer*

## PRODUCTION

**Dan Dimendberg**  
*Partner/Production Director*

## ADMINISTRATION

**David Tick**  
*Partner/Business Manager*  
**Brandon Moss**  
*Office Manager*  
**William Jensen**  
*System Administrator*

# Project Leaders

## Joy Tatarka, Managing Consultant, TBWB Strategies

Joy Tatarka will be the lead consultant and your main point of contact throughout the project.

Joy joined TBWB in 2010, and brings a variety of political, legal and community service experience to each of her projects. In 2015, Joy was promoted to Managing Consultant and is a member of the TBWB management team.



Since joining TBWB, Joy has helped dozens of public agencies, from Orange County up into wine country and down into Silicon Valley, develop local bond and tax measures for the ballot and achieve voter support. In the past five years, she has worked with local officials, city council members, school boards and community representatives to raise over \$3.5 billion for school construction, hospital renovation and other much-needed community projects.

☎ (415) 291-1894 ext. 227  
 📱 (406) 546-7192  
 ✉ jtatarka@tbwb.com

She believes strongly in listening to the needs of her clients, and working together to build a plan that allows them to reach their goals.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in Communications from Montana State University–Billings. Before joining TBWB, Joy served as a Regional Field Director for Senator Max Baucus (D-MT), and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA.

## Tim McLarney, President, True North

Timothy McLarney, Ph.D., will serve as the Project Manager for the survey. As President of True North, he is responsible for the design, management and analysis of True North's qualitative and quantitative research projects, including those that address community needs assessments, revenue measures, and strategic planning issues.

Dr. McLarney is a published author and a nationally recognized expert in survey research methodology, sampling theory, weighting and the use of statistical methods to generalize survey results. His research has been recognized at numerous national and state conferences, has been published in academic journals, and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases. Dr. McLarney holds a Ph.D. and M.A. in Government from Cornell University with an emphasis in survey research methods, public opinion and sampling, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

# TBWB Approach



Over time, we've found that meeting a few essential benchmarks is critical to success.

Every agency approaches these benchmarks in its own way. TBWB will help you craft and implement a unique plan that meets your needs, makes sense in your community and meets these essential benchmarks.

**Benchmark 1:** Feasibility study to determine if, and under what conditions, the city can pass a local funding measure – and if so, what type of measure is feasible.

**Benchmark 2:** Build consensus with outreach, awareness-building and public input strategies that position your measure for success.

**Benchmark 3:** Build a strong measure by aligning the measure's features with the community's priorities and sensitivities.

**Benchmark 5:** Bridge to the next election by continuing positive and transparent community dialogue about how voter-approved funding is being utilized.

# Step 1: Feasibility Study



TBWB helps you assess the basic viability of a revenue measure in your community. We'll help you tackle the most basic strategic questions that must be answered in order to set your measure on a path to victory:

## TBWB will help you answer:

- What are your needs?
- Is it reasonable to think that a revenue measure can be successful? At what vote threshold?
- What programs, services and/or facilities are voters most likely to fund?
- What is the optimal timing for an election? What level of voter turnout maximizes support?
- Does sufficient community awareness of your needs already exist, or is proactive outreach required?
- How might exemptions or accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?

With this information in hand, our team will be ready to work with you and True North Research to conduct a public opinion survey of your local voters to test the viability of a measure



## Survey Approach

The scope of services that we will perform for the survey includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the City to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered random sample of 400 voters and property owners who—based on their voting history and registration status—are likely to participate in the election of interest (November 2016). A sample of this size will produce reliable results with a maximum margin of error due to sampling of +/- 4.9% at the 95% confidence level.

- Develop a draft questionnaire for the City's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the final survey into Spanish to allow for interviewing in Spanish and English.
- Recruit participation in the survey among sampled residents using a combination of personalized telephone calls and email.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Program the same questionnaire into a secure, password-protected website to allow respondents the option to complete the survey online.
- Collect quality telephone and online interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last between 15 and 17 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the Final Report to allow the City to reproduce and distribute the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the City.
- Work collaboratively with the City and the consultant team throughout the research process and be available to assist and provide advice to the City after the survey is complete.

## Step 2: Build Consensus



If the Feasibility Study results in a green light for moving forward with a funding measure, we generally recommend a public information and outreach program to educate the community about your needs and build broad consensus around a solution.

### TBWB will:

- Develop information-only messaging and a plan for getting the message out to key audiences
- Provide information to be added to your website, distributed through social media and included in newsletters
- Prepare presentations and talking points for community meetings
- Write, design and produce informational mailings to educate, inform and engage voters
- Develop strategies and plans to inform and engage key internal stakeholder groups within your agency
- Develop strategies and plans to inform and engage influential external groups including current and former elected leaders, local business and industry leaders, key neighborhood leaders, faith community leaders, taxpayer groups and others

## Step 3: Build a Strong Measure



Once we know what a viable, winnable funding measure looks like, TBWB will work with you, your financial advisors and your legal advisors to develop the specific details of your measure and qualify for the ballot.

### Specifically, TBWB will:

- Work with you and your financial team to finalize amounts, tax rates and the structure of your measure
- Refine your project list, facility plans and/or program budgets to make sure they are written in clear and understandable language and feature projects and programs that are high priorities for voters
- Work with you and your legal counsel to develop important taxpayer accountability protections, including an independent citizens' oversight committee and public reporting process
- Work with you and your legal counsel to develop all resolutions required for calling the election
- Develop the critical ballot question that will appear on ballots
- Develop and refine the full text of the measure, project list, tax rate statement and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to your City Council for formal approval
- Work with the City Clerk and elections officials in your area to qualify for the ballot



# Fees

## TBWB and True North Fees and Costs

**TBWB** contracts on a fixed-fee basis. Our consulting fee for the feasibility period would be \$20,000. This consulting fee is inclusive of all phases leading up to the measure being placed on the ballot. It does not include the cost of the poll, the independent advocacy campaign (which is described in the approach section and cannot be publically funded by the City) or printing and postage of any materials we may produce as part of the public information and outreach process. We will work with you to develop an appropriate budget for these costs. All hard costs will be billed separately along with standard reimbursable travel expenses.

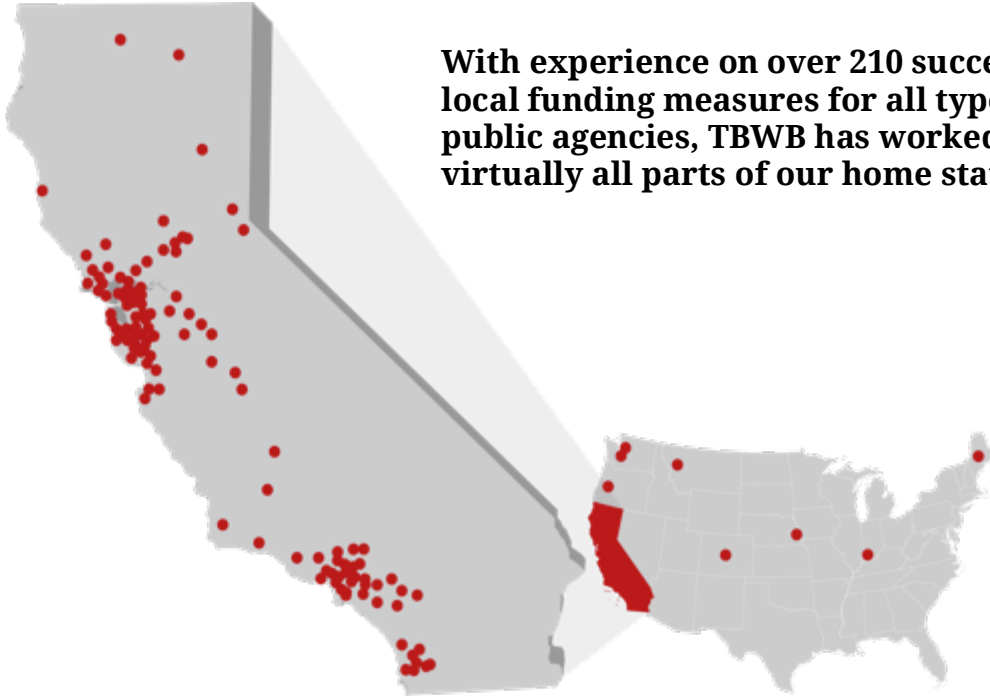
**True North's** fixed-fee cost estimate to design and conduct the survey as described in this proposal is \$25,850. This cost is inclusive—there will be no additional charges for travel, incidentals, or any other items.



## EXPERIENCE & QUALIFICATIONS

**Municipalities:** To date, the principals at True North (Dr. McLarney and Mr. Sarles) have personally designed and conducted over 900 survey research studies for public agencies—including hundreds of studies for California municipalities that had research goals similar to those expressed by the City of Moreno Valley. Below is a sampling of the California cities for which our team has designed and conducted statistically reliable surveys:

Agoura Hills	Encinitas	Lompoc	Riverside
Aliso Viejo	Folsom	Long Beach	Rocklin
Anaheim	Fontana	Los Angeles	San Carlos
Apple Valley	Fremont	Los Gatos	San Clemente
Atherton	Gilroy	Malibu	San Diego
Azusa	Glendale	Manhattan Beach	San Gabriel
Banning	Glendora	Mission Viejo	San Jose
Beverly Hills	Grand Terrace	Moorpark	San Marcos
Brea	Half Moon Bay	Murrieta	San Marino
Burbank	Hesperia	Norwalk	Santa Clarita
Campbell	Huntington Beach	Oxnard	Santa Monica
Cerritos	Indian Wells	Palmdale	Temecula
Chino	Irvine	Petaluma	Thousand Oaks
Chula Vista	La Canada-Flintridge	Pico Rivera	Truckee
Claremont	Laguna Beach	Placentia	Upland
Clayton	Laguna Niguel	Port Hueneme	Ventura
Costa Mesa	Lake Forest	Rancho Cucamonga	Westlake Village
Dana Point	La Mesa	Rancho Palos Verdes	Watsonville
Del Mar	Lathrop	Rancho Santa Margarita	West Hollywood
Diamond Bar	La Verne	Redlands	Whittier
El Cajon	Lemon Grove	Redondo Beach	Yorba Linda



**With experience on over 210 successful local funding measures for all types of public agencies, TBWB has worked in virtually all parts of our home state.**

TBWB has passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities. Our client list is included on the next page.

**Cities, Counties and Special Districts**

Proposition 39 (Statewide)  
 AC Transit District\*  
 Alameda Free Library\*  
 Citizens for Carmel Valley  
 City of Colton\*  
 Town of Corte Madera  
 City of Fairfield  
 City of Fremont  
 City of Gustine  
 City of Lafayette  
 City of Los Altos  
 City of Merced  
 City of Morgan Hill  
 City of Pacifica  
 City of Palmdale  
 City of Palo Alto  
 City of Pleasant Hill  
 City of Port Hueneme\*  
 City of Redwood City  
 City of Salinas  
 Town of San Anselmo  
 City of Santa Cruz  
 City of San Jose  
 City of San Rafael  
 City of San Bernardino\*  
 City of San Gabriel\*  
 City of Santa Rosa  
 City of South Lake Tahoe  
 City of Union City\*  
 City of Vacaville  
 City of Watsonville  
 Town of Windsor  
 Yuba City - Hillcrest Water System  
 Alameda County Clean Water Program  
 Camden Water  
 Fresno County Transportation Authority  
 Greater Vallejo Recreation District  
 Hayward Area Recreation District  
 Marin Agricultural Land Trust  
 Marin County  
 Marin County Free Library  
 Merced County Transportation Alliance  
 Midpeninsula Regional Open Space District  
 Missoula Open Space (Montana)  
 Monterey-Salinas Transit  
 Napa Valley Transportation Authority  
 North Tahoe Fire Protection District  
 Oakland Public Library\*  
 Palo Alto Libraries  
 Placer County  
 Pleasant Hill Park and Recreation District\*  
 San Mateo County  
 Santa Clara County  
 Santa Clara County BART  
 Santa Clara County Libraries\*  
 Santa Clara County Open Space Authority  
 Santa Clara Valley Water District  
 Santa Cruz County  
 Save the Bay  
 Sonoma County Agricultural Preservation  
 and Open Space District  
 Sonoma County Transportation Authority  
 Stanislaus County Transportation  
 Transportation Agency of Monterey County  
 Town of Truckee  
 Truckee Donner Recreation and Park District  
 Truckee Fire Protection District  
 Truckee/North Tahoe Transportation Agency  
 Zone 7 Water Agency (Alameda County)

**Elementary School Districts**

Adelanto SD  
 Alisal Union SD  
 Alpine Union SD  
 Alum Rock Union SD  
 Anaheim City SD  
 Auburn Union SD  
 Beardsley SD  
 Belmont-Redwood Shores SD  
 Berryessa Union SD  
 Buena Park SD  
 Burlingame SD  
 Cambrian SD  
 Campbell Union SD  
 Castaic Union SD  
 Central SD  
 Cupertino Union SD  
 Del Mar Union SD  
 Dixie SD  
 Franklin-McKinley SD  
 Fruitvale SD  
 Hermosa Beach City SD  
 Jefferson Elementary SD (Daly City)  
 Jefferson SD (Tracy)  
 Lafayette SD\*  
 Lakeside Joint Union SD  
 Lakeside Union SD (San Diego)  
 Larkspur-Corte Madera SD  
 Live Oak SD  
 Loma Prieta Joint Union Elementary SD  
 Los Altos SD  
 Los Gatos Union SD  
 Millbrae SD  
 Moreland SD  
 Mount Pleasant Elementary SD  
 Mountain View Whisman SD  
 Norris SD  
 North Sacramento SD  
 Pacifica SD  
 Palmdale SD  
 Perris Elementary SD  
 Petaluma City Elementary SD  
 Portola Valley SD  
 Ravenswood City SD  
 Reed Union SD  
 Redwood City SD  
 Roseville City SD  
 Rosemead SD  
 Ross Valley SD  
 San Carlos SD  
 San Mateo-Foster City SD  
 San Rafael Elementary SD  
 Santa Cruz City Elementary SD  
 Santa Rita Union SD  
 Santa Rosa Elementary SD  
 Saratoga Union SD  
 Saugus Union SD  
 Sausalito Marin City SD  
 Savanna SD  
 Soquel Union SD  
 Stanislaus Union SD  
 Sulphur Springs SD  
 Sunnyvale SD\*  
 Union SD  
 Washington Union SD

**Unified School Districts**

Alameda USD\*  
 Arcadia USD  
 Azusa USD  
 Bear Valley USD  
 Beverly Hills USD  
 Cabrillo USD  
 Charter Oak USD  
 Claremont USD  
 Colton Joint USD  
 Conejo Valley USD  
 Corona-Norco USD  
 Cotati-Rohnert Park USD  
 Culver City USD  
 Downey USD  
 Dublin USD  
 Emery USD\*  
 Evansville-Vanderburgh School Corporation (Indiana)  
 Folsom-Cordova USD  
 Fremont USD  
 Glendale USD  
 Hayward USD  
 Irvine USD  
 Jurupa USD  
 La Cañada USD  
 Las Virgenes USD  
 Lake Elsinore USD  
 Madera USD  
 Milpitas USD  
 Monterey Peninsula USD  
 Moreno Valley USD  
 Morgan Hill USD  
 Mount Diablo Unified SD  
 Mountain Empire USD  
 Napa Valley USD  
 New Haven USD  
 Newark USD  
 Novato USD  
 Oakland USD\*  
 Oak Park USD  
 Orange USD  
 Pajaro Valley USD  
 Palo Alto USD  
 Palos Verdes Peninsula USD\*  
 Patterson Joint USD  
 Piedmont USD\*  
 Pleasanton USD  
 Poway USD\*  
 San José USD  
 San Lorenzo Valley USD  
 San Marcos USD  
 San Marino USD\*  
 San Ramon Valley USD  
 Santa Clara USD  
 Santa Monica-Malibu USD  
 Snowline Joint USD  
 South Pasadena USD  
 South San Francisco USD  
 St. Helena USD  
 Tahoe Truckee USD  
 Torrance USD\*  
 Tustin USD  
 Val Verde USD  
 Walnut Valley USD  
 West Contra Costa USD  
 Westside School District 66 (Nebraska)  
 Woodland Joint USD  
 Yucaipa-Calimesa Joint USD

(Partial List) \*Projects managed by Charles Heath while at a prior firm.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Leslie Keane, Interim City Clerk

**AGENDA DATE:** June 7, 2016

**TITLE:** GENERAL MUNICIPAL ELECTION – NOVEMBER 8, 2016  
RESOLUTIONS CALLING AND GIVING NOTICE AND  
REQUESTING CONSOLIDATION WITH STATEWIDE  
GENERAL ELECTION

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Adopt Resolution No. 2016-44 calling an election titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, FOR CERTAIN OFFICERS, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES, AND FOR THE SUBMISSION TO THE VOTERS OF A QUESTION REGARDING AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX".
2. Adopt Resolution No. 2016-45 requesting election consolidation titled, "A RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE, PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE".

### **SUMMARY**

The next General Municipal Election in the City of Moreno Valley will be held on Tuesday, November 8, 2016. The purpose of the election is to elect a Mayor for a two-year term and two members of the City Council for four-year terms. The state Elections

Code requires the adoption of resolutions for the purpose of 1) calling and giving notice of the General Municipal Election and 2) requesting that the Riverside County Board of Supervisors consent to the consolidation of the election with the Statewide General Election to be held on the same date.

Legislative actions are also required if the City Council gives direction to submit a question to the voters at the November 8, 2016 election pertaining to an amendment to the Transient Occupancy Tax. The resolutions for the calling and holding of a General Municipal Election must include the title of the measure as it would appear on the ballot.

## **DISCUSSION**

In November 2014, Moreno Valley voters approved a measure that reconfigured existing council districts, reducing the number from five to four, and authorized the election of a citywide Mayor. City Councilmembers are elected for four year staggered terms. In 2016, Districts 1 and 3 will appear on the ballot; Districts 2 and 4 will appear on the ballot in 2018. The term for the Office of Mayor is two years.

Pursuant to California Elections Code, a municipality may request that the Riverside County Board of Supervisors consolidate its Municipal Election with the Statewide General Election. The County Registrar of Voters conducts the election in all respects as if there was a single election with multiple offices and measures. The City of Moreno Valley has consolidated its General Municipal Election since 1986.

In order to call an election and consolidate with the statewide election, the City must adopt resolutions that call and give notice of an election and request that the County Board of Supervisors consent to the consolidation and agree to provide election services. These services include hiring poll workers, establishing polling places, translating, printing, and mailing the voter's ballot pamphlet; and canvassing the ballots. This delegation does not include services provided by the City Clerk, such as issuing and accepting nomination papers.

### Ballot Measure

At its June 9, 2014 meeting, the City Council considered adding a proposed ordinance to the ballot that would increase the Transient Occupancy Tax (TOT) rate. The City of Moreno Valley's current Transient Occupancy Tax Ordinance was adopted by the City Council upon incorporation in 1984 and is codified as Chapter 3.24 of the Moreno Valley Municipal Code. The TOT was established at the rate of 8% and has not changed in the past 32 years. Staff has presented a proposal to increase the rate to 13%. If approved by the City Council, this matter must be placed on the ballot for approval of voters. The proposed resolutions contain language that would place this measure on the ballot. If the City Council decides not to proceed with this matter, these sections can be removed.

### Tie Votes

The Call for a General Municipal Election includes a process for determining the outcome of a tie vote. If the County Registrar certifies that any two or more people

receive an equal and highest number of votes, the City Council must have predetermined a method of selecting an actual winner. Pursuant to Elections Code Section 15651 (a), the City may select to settle ties by lot. The candidate so chosen shall qualify, take office and serve as though elected at the preceding general district election. Traditionally, the City of Moreno Valley has included a determination by lot in its call for election resolution and this provision is included in Section 10 for the resolution calling the election. As an alternative, however, pursuant to Section 15651 (b), the City Council can request the County to schedule and hold a run-off election. This determination must be made prior to the election at which a tie vote occurs.

### Other Actions

In addition to resolutions calling an election and requesting consolidation, the City Council must adopt a resolution establishing regulations and costs for candidate statements. The estimated and actual cost to the candidate is based on information provided by the County. This information is expected in the next few weeks, and staff has tentatively amended the candidate statement resolution for the Council's June 21, 2016 meeting.

### ALTERNATIVES

1. Adopt Resolutions Nos. 2016-44 and 2016-45 calling for the November 8, 2016 Municipal Election and requesting consolidation with the Statewide General Election, as presented.
2. Modify Resolutions Nos. 2016-44 and 2016-45 to delete inclusion of the proposed ballot measure.
3. Modify Resolutions No. 2016-44 calling the election to delete the provision for settling a tie by lot, and direct staff to prepare a resolution calling for a runoff election in the instance of a tie vote.

### FISCAL IMPACT

The City budget includes \$177,000 for the conduct of the November 8, 2016 Municipal Election. This amount is based on the actual cost of the November 4, 2014 election. The County of Riverside is expected to provide more current cost estimates during the next few weeks.

### NOTIFICATION

Posting of agenda.

### PREPARATION OF STAFF REPORT

Prepared By:  
Leslie Keane  
Interim City Clerk

Department Head Approval:  
Leslie Keane  
Interim City Clerk

**CITY COUNCIL GOALS**

None

**ATTACHMENTS**

- 1. Resolution Calling Election
- 2. Consolidation Resolution

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/25/16 1:18 PM
City Attorney Approval	<u>✓ Approved</u>	5/26/16 9:30 AM
City Manager Approval	<u>✓ Approved</u>	5/26/16 10:02 AM



RESOLUTION NO. 2016-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2016, FOR CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS OF A QUESTION REGARDING AMENDING THE CITY'S TRANSIENT OCCUPANCY TAX

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 8, 2016 for the election of Municipal Officers; and

Whereas, the City Council of the City of Moreno Valley also desires to submit to the voters of the City at the General Municipal Election a proposal to amend the City's Transient Occupancy Tax provisions of the Municipal Code.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Moreno Valley, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing a Mayor for the full term of two years, and a City Councilmember from Council District One (1) and a Councilmember from Council District Three (3), as such districts have heretofore been established, for the full term of four years.

SECTION 2. Pursuant to its right and authority, the City Council of the City of Moreno Valley, California does also order submitted to the voters at the General Municipal Election, the following question:

To maintain community safety / quality neighborhoods by retaining police, firefighters, youth / senior services, library, parks and other general city services shall an ordinance be adopted updating Moreno Valley's existing transient occupancy tax, paid only by overnight hotel / lodging guests, be set at a uniform thirteen percent for all hotels (including campgrounds/vehicle parks), with annual independent audits?	YES
	NO

SECTION 3. The election will be held and conducted in accordance with the provisions of law regulating statewide elections, including without limitation, Election Code 10418.

SECTION 4. The ballots to be used at the election shall be in form and content as required by law.

SECTION 5. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies and equipment that may be necessary in order to properly and lawfully conduct the election.

SECTION 6. The polls for the election shall be open at seven o'clock (7:00) a.m. of the day of the election and shall remain open continuously from that time until eight o'clock (8:00) p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 9. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) when certified by the County of Riverside Registrar of Voters, the City Council in accordance with Elections Code §15651 (a) shall set a date, time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 10. That the City Clerk is authorized to administer said election and all reasonable and actual expenses shall be paid by the City upon presentation of a properly submitted bill by the County of Riverside.

SECTION 11. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED and ADOPTED this 7th day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim City Attorney

3  
Resolution No. 2016-44  
Date Adopted: June 7, 2016

Attachment: Resolution Calling Election [Revision 4] (2106 : GENERAL MUNICIPAL ELECTION ? NOVEMBER 8, 2016 RESOLUTIONS CALLING

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-44 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

4  
Resolution No. 2016-44  
Date Adopted: June 7, 2016

## RESOLUTION NO. 2016-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO §10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Moreno Valley, California, has called a General Municipal Election to be held on Tuesday, November 8, 2016, for the purpose of the election of a Mayor and two (2) members of the City Council and consideration of a proposal to increase the transient occupancy tax rate; and

WHEREAS, it is desirable that such General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Riverside canvass the returns of the General Municipal Election, and that the elections be held in all respects as if there were only one election.

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

SECTION 1. Pursuant to the requirements of §10403 of the California Elections Code, the Board of Supervisors of the County of Riverside is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of the election of a Mayor and two (2) members of the City Council of the City of Moreno Valley and submission of a measure to the voters at said election of the following question:

To maintain community safety / quality neighborhoods by retaining police, firefighters, youth / senior services, library, parks and other general city services shall an ordinance be adopted updating Moreno Valley's existing transient occupancy tax, paid only by overnight hotel / lodging guests, be set at a uniform thirteen percent for all hotels (including campgrounds/vehicle parks), with annual independent audits?	YES
	NO

SECTION 2. The Riverside County Register of Voters Office is authorized to canvass the returns of the City of Moreno Valley's General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The City of Moreno Valley's General Municipal Election will be held and conducted in accordance with the provisions of law regulating the statewide election, including without limitation, Elections Code §10418.

SECTION 3. The Board of Supervisors is hereby requested to issue instructions to the Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. The City of Moreno Valley, California, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs upon presentation of a properly submitted invoice.

SECTION 5. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of Riverside.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

Attachment: Consolidation Resolution [Revision 4] (2106 : GENERAL MUNICIPAL ELECTION ? NOVEMBER 8, 2016 RESOLUTIONS CALLING

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Interim City Attorney

Attachment: Consolidation Resolution [Revision 4] (2106 : GENERAL MUNICIPAL ELECTION ? NOVEMBER 8, 2016 RESOLUTIONS CALLING

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-45 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Member, Mayor Pro Tem, Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)





## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer

**AGENDA DATE:** June 7, 2016

**TITLE:** THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING BUDGET FOR FISCAL YEARS 2015/16 AND 2016/17

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### **RECOMMENDED ACTION**

#### **Recommendations: That the City Council:**

1. Receive and file the third quarter budget summary.
2. Adopt Resolution No. 2016-46, a Resolution of the City Council of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 - 2016/17.

#### **Recommendations: That the CSD:**

1. Adopt Resolution No. CSD 2016-14, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Adopting the Revised Budget for Fiscal Years 2015/16 – 2016/17.

### **SUMMARY**

This Third Quarter Budget Report updates the Mayor and City Council regarding current year financial trends, provides the Fiscal Year 2015/16 Third Quarter Budget Review through March 31, 2016 and requests the approval of certain FY 2015/16 revenue and expenditure appropriations.

The Third Quarter staff report was made public as part of the May 24, 2016 Finance Subcommittee agenda and was recommended for presentation to the City Council for review.

The proposed budget revenue and expenditure amendments total less than

approximately 1% of the total General Fund.

## **DISCUSSION**

On June 23, 2015, the City Council adopted the Two-Year Operating Budget for Fiscal Years 2015/16 – 2016/17. The budget included all component units of the City, including the General Fund, Community Services District, and Successor Agency. During the two-year budget period, the City Council will be kept informed of the City's financial condition through the process of First Quarter, Mid-Year, and Third Quarter Budget Reviews. This ongoing process ensures a forum to review expenditure and revenue changes from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

This report will provide a FY 2015/16 Third Quarter Review for the first nine months of FY 2015/16, July through March. The third quarter budget review will focus primarily on the City's General Fund. This review will also present nine-month operational results from other key funds.

The City Council's direction of "Maintain a Balanced General Fund Budget" continues to be the goal regarding the fiscal status of City operations. Changes were considered where necessary to adjust for expenditure needs that could not be absorbed within currently approved appropriations and to correct some one-time requirements in some funds. This report identifies the budget adjustments as recommended by the City Manager.

## **FISCAL YEAR 2015/16 THIRD QUARTER:**

This Third Quarter Report updates the Mayor and City Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures.

### **General Fund Revenue Update**

Revenue receipts do not follow an even schedule. Although 75% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 61% of the budgeted amount. Actual revenues received are currently 59% of the budget. Revenue amounts continue to be stable. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. Total General Fund revenue is estimated to be \$93 million. It should be noted that this lag in timing of revenue receipts is one reason an operating cash reserve is always necessary.

### **General Fund Expenditure Update**

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 75% of budget for the year at the end of the first nine months. As of March 31, 2016 total General Fund expenditures were at 68%.

This pace is within expectations for most activities in the General Fund and reflects a continued focus on savings.

### **FISCAL YEAR 2015/16-2016/17 BUDGET ADJUSTMENTS**

The FY 2015/16 General Fund revenue budget, as currently amended totals \$93.7 million. The recommended third quarter budget changes decrease revenue by \$620,755 down to approximately \$93 million. The FY 2016/17 General Fund revenue budget, as currently amended totals approximately \$95.4 million. The recommended budget requests a decrease by \$11,988 remains at approximately \$95.4 million.

The FY 2015/16 General Fund expenditures budget, as currently amended, totals approximately \$93.8 million. The recommended third quarter budget changes decrease expenditures by \$1,276,004 down to approximately \$92.6 million. The FY 2016/17 General Fund expenditures budget, as currently amended, totals approximately \$94.5 million. There are no recommended budget requests for FY 2016/17 General Fund expenditures.

The majority of the budget adjustments were attributed to the amending of the building permit budget to equal projected year-end revenue, the reduction of the General Fund contribution to the street lighting programs, and a decrease in the Fleet Operations expenditures.

#### **Police Budget**

As a follow up to the May 3, 2016 City Council discussion on CDBG grant funding, in-lieu of allocating CDBG funds, it is being proposed that the Police Department utilize up to \$25,000 of estimated current fiscal years savings to fund additional overtime hours for the Problem Oriented Policing (POP) program. This will increase Police service hours without an increase to the current amendment budget.

### **SUMMARIES OF MAJOR FUNDS**

The following provides a summary of some of the proposed budget adjustments. A complete list of all changes is identified in Exhibits A and B to the Resolutions.

#### **Neighborhood Stabilization Program (Fund 2507)**

Following the adoption of the Boulder Ridge project, staff is proposing a reduction of expenditures by \$150,000 to bring budgeted expenditures in line with projected revenues. A portion of the expenditure adjustments includes reducing personnel costs based on available administrative budgets.

#### **2011 Priv Place Ref 97 Lease Revenue Bonds and General Fund (Funds 3751 and 1010)**

The Successor Agency submitted a Recognized Obligation Payment Schedule for the period of January 1 through June 30, 2016 (ROPS 15-16B) to the California Department

of Finance (DOF). The ROPS 15/16B approved a new allocation of \$150,000 for debt service payment. This new revenue will allow for an equal reduction of the General Fund transfer to the bonds.

Zone C Arterial Street Lights, LMD 2014-01, and General Fund (Funds 5110, 5012, and 1010)

Based on existing fund balances within the street light programs, staff requests a reduction of the General Fund transfer to the street lighting program by \$506,749. The budget adjustments will continue to fund street light funding through FY 2016/2017.

Special Districts Admin. and Moreno Valley Utility (Funds 2006 and 6010)

Moreno Valley Utility (MVU) is proposing accelerating the existing payments due for the Special Districts loan of \$379,893. This will allow for the loan to be paid back in full in FY 2015/16 and reduce any potential future interest costs to MVU.

Equipment Maintenance/Fleet Operations (Fund 7410)

Due to a projected decrease in diesel fuel usage, the budget is being proposed to be reduced by \$132,500. Through the third quarter of the fiscal year, the diesel fuel expenditures are currently only at 39% of the annual budget.

Fleet Operations Replacement Reserve, Equipment Replacement Reserve, and General Fund (Funds 7430, 7510, and 1010)

Staff is requesting a reduction of the fleet purchasing budget by \$620,755 to align with the current fiscal year projected expenditures. The funds still have an adequate budget to cover the current City Council approved purchase of vehicles. The fund balance shall be retained for future vehicle replacements.

**ALTERNATIVES**

1. Recommend approval of proposed resolutions adopting the revised operating budgets for fiscal years 2015/16 and 2016/17. The approval of these items will allow the City to modify budgets and operations as necessary through this third quarter review. *Staff recommends this alternative as approval of these items will allow for the necessary budgetary adjustments.*
2. Do not recommend approval of proposed resolutions adopting the revised operating budgets for fiscal years 2015/16 and 2016/17; or recommended actions. *Staff does not recommend this alternative as this will not allow for the necessary budgetary adjustments.*

**FISCAL IMPACT**

The City's budget provides the funding and expenditure plan for all funds. As such, it serves as the City's financial plan for the fiscal year. The fiscal impacts of the proposed

budget amendments are identified in Exhibits A and B to the Resolutions.

**NOTIFICATION**

Publication of the agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Stephanie Cuff  
Management Analyst

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

Concurred By:  
Dena Heald  
Financial Operations Division Manager

**CITY COUNCIL GOALS**

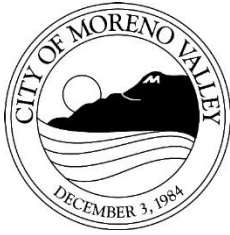
**Revenue Diversification and Preservation.** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**ATTACHMENTS**

- 1. FY 2015-16 Third Quarter Financial Report
- 2. Resolution No. 2016-46
- 3. Resolution No. CSD 2016-14
- 4. Exhibit A - Gen Fund
- 5. Exhibit B - Non Gen Fund

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	5/20/16 3:56 PM
City Attorney Approval	<u>✓ Approved</u>	5/24/16 4:49 PM
City Manager Approval	<u>✓ Approved</u>	5/25/16 1:41 PM



# City of Moreno Valley

## Fiscal Year 2015/16

### Third Quarter Financial Summary

**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Chief Financial Officer/City Treasurer

**DATE:** June 7, 2016

#### INTRODUCTION

On June 23, 2015, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2015/16 – 2016/17. During the two-year budget period the City Council will be kept apprised of the City's financial condition through the process of First Quarter, Mid-Year Budget and Third Quarter Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

This report provides a review of the unaudited financial results at the third quarter of FY 2015/16 (July 2015 – March 2016, 75% of the fiscal year).

#### CITYWIDE OPERATING EXPENDITURE SUMMARY

The following table contains a summary of the adopted budget, amended budget and the Third Quarter expenditures. The totals represent each major fund type and component unit of the City.

**Table 1. Citywide Operating Expenditures**

Fund/Component Unit	FY 2015/16		Actuals as of	% of Amended Budget
	Adopted Budget	Amended Budget	3/31/16 (unaudited)	
General Fund	\$ 90,909,226	\$ 93,834,986	\$ 63,985,480	68.2%
Community Services District (CSD)	\$ 19,313,385	\$ 20,975,318	\$ 13,189,230	62.9%
Successor Agency	\$ 5,394,517	\$ 5,394,517	\$ 4,112,166	76.2%
Housing Fund	\$ 72,000	\$ 159,800	\$ 59,909	37.5%
Special Revenue Funds	\$ 27,492,559	\$ 57,576,878	\$ 23,561,255	40.9%
Capital Projects Funds	\$ 2,391,884	\$ 22,116,135	\$ 9,890,460	44.7%
Electric Utility Funds	\$ 23,688,897	\$ 28,107,477	\$ 16,426,707	58.4%
Internal Service Funds	\$ 20,106,545	\$ 25,534,037	\$ 15,359,038	60.2%
Debt Service Funds	\$ 6,237,300	\$ 6,237,300	\$ 4,746,154	76.1%
<b>Total</b>	<b>\$ 195,606,313</b>	<b>\$ 259,936,448</b>	<b>\$ 151,330,400</b>	<b>58.2%</b>

Actions taken by the City Council subsequent to the June 23, 2015 adoption of the two-year budget and included in the Amended Budget are:

- On May 26, 2015, the City Council approved the Capital Improvement Plan including approx. \$29.3 million (\$24,000 General Fund) of one-time carryovers from FY 2014/15.
- On September 22, 2015, the City Council approved the first phase of the City's El Niño Storm Preparation Strategy and the expenditure of \$325,000 for preparation and response.
- On October 13, 2015, the City Council approved the appropriation of \$200,000 for planning and design efforts of the Hubbard Street Storm Drain to fast track the project. These funds will be reimbursed by the Riverside County Flood Control and Water Conservation District.
- On November 10, 2015, the City Council approved one-time carryovers from FY 2014/15 with a net impact to the General Fund of \$389,734.
- Throughout the fiscal year there are also budget amendments to reflect the acceptance of grants and adjustments to contractual services and material/supplies. The individual amendments are reviewed as part of separate City Council agenda items.

The majority of this third quarter update will focus on the General Fund, as it supports all basic services provided to City residents. Highlights for other key component funds will be discussed at a summary level as well.

## GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/2016 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 12,072,224	\$ 12,072,224	\$ 7,133,295	59.1%
Property Tax in-lieu	\$ 15,732,303	\$ 15,732,303	\$ 8,204,504	52.2%
Utility Users Tax	\$ 15,912,000	\$ 15,912,000	\$ 11,278,441	70.9%
Sales Tax	\$ 19,269,321	\$ 19,269,321	\$ 8,885,096	46.1%
Other Taxes	\$ 9,155,250	\$ 9,155,250	\$ 6,143,684	67.1%
Licenses & Permits	\$ 2,090,930	\$ 2,090,930	\$ 2,433,931	116.4%
Intergovernmental	\$ 230,000	\$ 774,655	\$ 700,232	90.4%
Charges for Services	\$ 10,733,409	\$ 10,815,689	\$ 7,960,945	73.6%
Use of Money & Property	\$ 3,469,962	\$ 3,469,962	\$ 1,507,831	43.5%
Fines & Forfeitures	\$ 623,760	\$ 623,760	\$ 366,416	58.7%
Miscellaneous	\$ 103,400	\$ 143,400	\$ 235,213	164.0%
<b>Total Revenues</b>	<b>\$ 89,392,559</b>	<b>\$ 90,059,494</b>	<b>\$ 54,849,589</b>	<b>60.9%</b>
<b>Expenditures:</b>				
Personnel Services	\$ 17,141,774	\$ 17,194,599	\$ 13,037,195	75.8%
Contractual Services	\$ 61,100,017	\$ 61,806,020	\$ 42,284,682	68.4%
Material & Supplies	\$ 3,614,989	\$ 5,113,905	\$ 1,597,813	31.2%
General Government	\$ -	\$ -	\$ -	-
Debt Service	\$ -	\$ -	\$ -	-
Fixed Charges	\$ 5,603,063	\$ 5,603,063	\$ 4,184,254	74.7%
Fixed Assets	\$ 50,000	\$ 419,000	\$ 32,526	7.8%
<b>Total Expenditures</b>	<b>\$ 87,509,843</b>	<b>\$ 90,136,587</b>	<b>\$ 61,136,469</b>	<b>67.8%</b>
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	\$ 1,882,716	\$ (77,093)	\$ (6,286,880)	
<b>Transfers:</b>				
Transfers In	\$ 2,492,842	\$ 3,618,199	\$ 663,239	18.3%
Transfers Out	\$ 3,399,383	\$ 3,698,399	\$ 2,849,011	77.0%
<b>Net Transfers</b>	<b>\$ (906,541)</b>	<b>\$ (80,200)</b>	<b>\$ (2,185,772)</b>	
Total Revenues & Transfers In	\$ 91,885,401	\$ 93,677,693	\$ 55,512,828	59.3%
Total Expenditures & Transfers Out	\$ 90,909,226	\$ 93,834,986	\$ 63,985,480	68.2%
<b>Net Change of Fund Balance</b>	<b>\$ 976,175</b>	<b>\$ (157,293)</b>	<b>\$ (8,472,652)</b>	



### General Fund Operating Revenues

The General Fund is comprised of several revenue types. However, the main sources include property tax, utility users tax, and sales tax. Each of these are affected by different economic activity cycles and pressures.

**Table 3. General Fund Operating Revenues**

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/2016 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 12,072,224	\$ 12,072,224	\$ 7,133,295	59.1%
Property Tax in-lieu	\$ 15,732,303	\$ 15,732,303	\$ 8,204,504	52.2%
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Fines & Forfeitures	\$ 623,760	\$ 623,760	\$ 366,416	58.7%
Miscellaneous	\$ 103,400	\$ 143,400	\$ 235,213	164.0%
<b>Total Revenues</b>	<b>\$ 89,392,559</b>	<b>\$ 90,059,494</b>	<b>\$ 54,849,589</b>	<b>60.9%</b>

### Property Taxes/Property Taxes In-Lieu

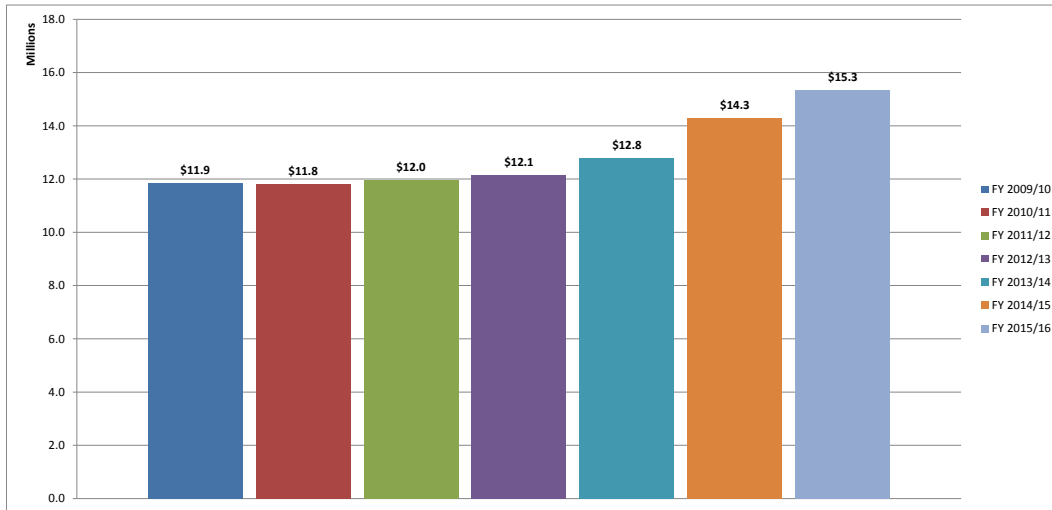
Property taxes were budgeted to increase by 6.5% from the FY 2014/15 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

#### Secured Property Tax Payment Dates

Settlement 1	January
Settlement 2	May
Settlement 3	August
Teeter Settlement	October

Based on historical averages of actual receipts, the City is estimated to receive 53% of the budgeted property tax revenue through third quarter. The City has currently received 55% through third quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.

**Chart 1. General Fund Third Quarter Revenue Trend – Property Taxes**

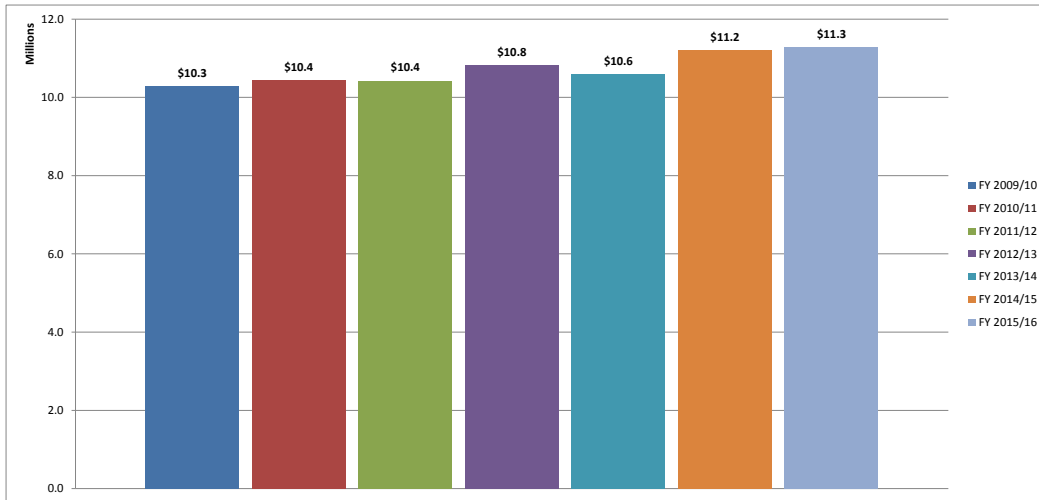


**Utility Users Tax**

Utility Users taxes were budgeted to remain flat from the FY 2014/15 Amended Budget. This projection is primarily due to competitive forces within the communications markets. Both the wireless and wired markets experienced downturns year over year. Based on our discussions with utility tax experts, there are a couple of causes for this trend. First is competition and bundling practices within the market as more small players continue to join the market. Second is the migration of customers from contract plans to prepaid plans. Currently there is no method within the State to capture UUT related to prepaid wireless plans. There is currently legislation in Sacramento trying to address this and close that gap.

Based on historical averages of actual receipts, the City is estimated to receive 68% of the budgeted utility users tax revenue through third quarter. The City has currently received 71% through third quarter.

**Chart 2. General Fund Third Quarter Revenue Trend – Utility Users Taxes**

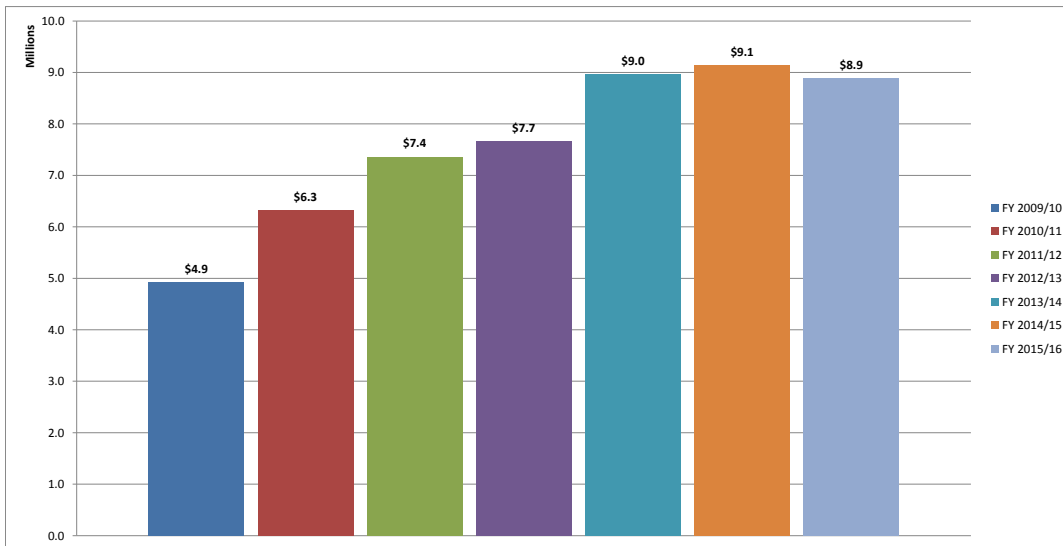


**Sales Taxes**

Based on the recovering economy and new businesses that began operating in the City, the FY 2015/16 sales tax budget was increased by 8.5%. Sales tax receipts will need to be continually monitored through the year to determine if current trends begin to plateau or begin to decrease.

Based on historical averages of actual receipts, the City is estimated to receive 56% of the budgeted sales tax revenue through third quarter. The City has currently received 46% through third quarter.

**Chart 3. General Fund Third Quarter Revenue Trend – Sales Taxes**

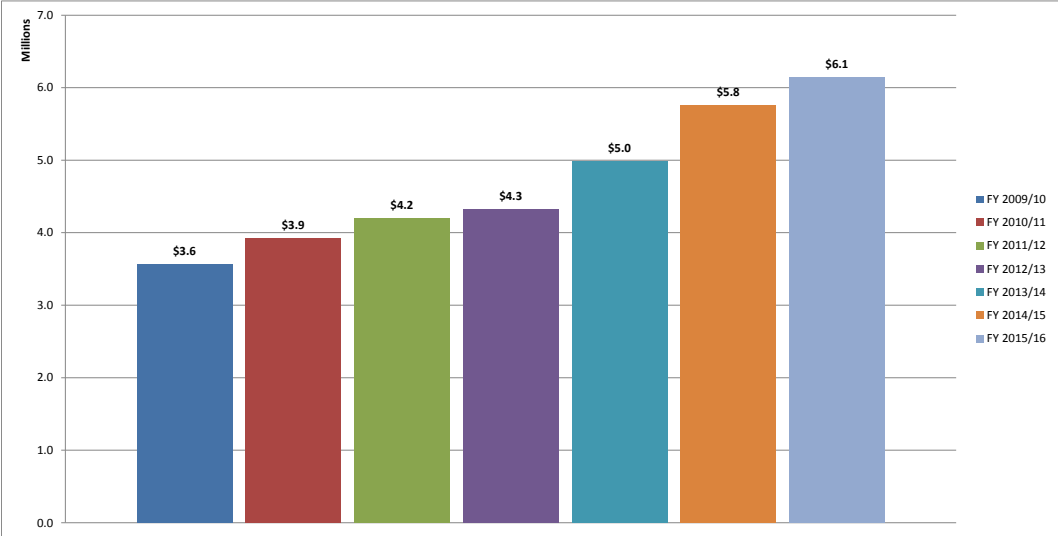


**Other Taxes**

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 9.7% from the FY 2014/15 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 60% of the budgeted Other Taxes revenue through third quarter. The City has currently received 67% through third quarter.

**Chart 4. General Fund Third Quarter Revenue Trend – Other Taxes**

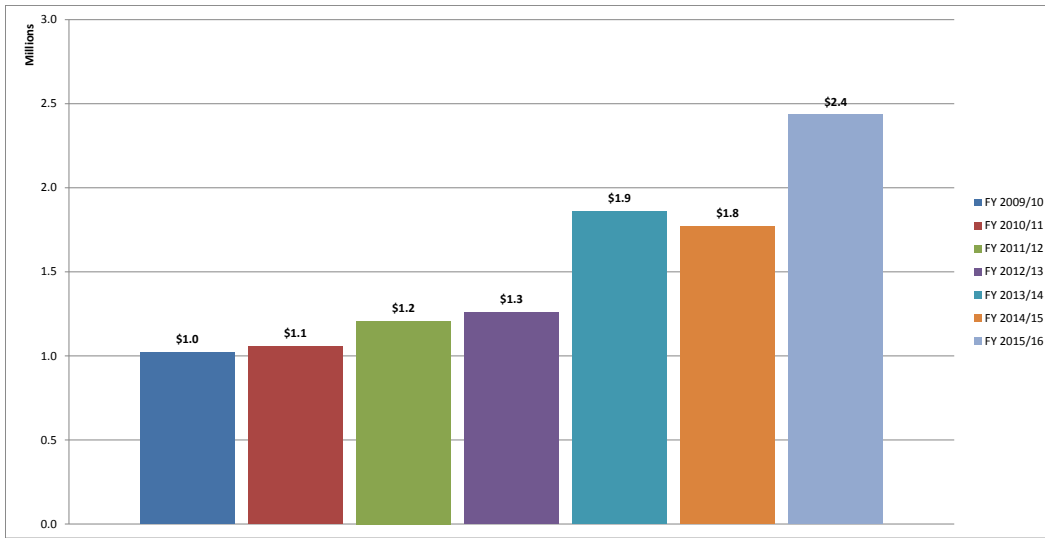


**Licenses & Permits**

Licenses & Permits are primarily composed of Business and Animal Licenses, along with Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were budgeted to increase 27% from the FY 2014/15 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 90% of the budgeted Licenses & Permits revenue through third quarter. The City has currently received 116% through third quarter. The higher growth rate is related primarily to the recent building permit activities.

**Chart 5. General Fund Third Quarter Revenue Trend – Licenses & Permits**

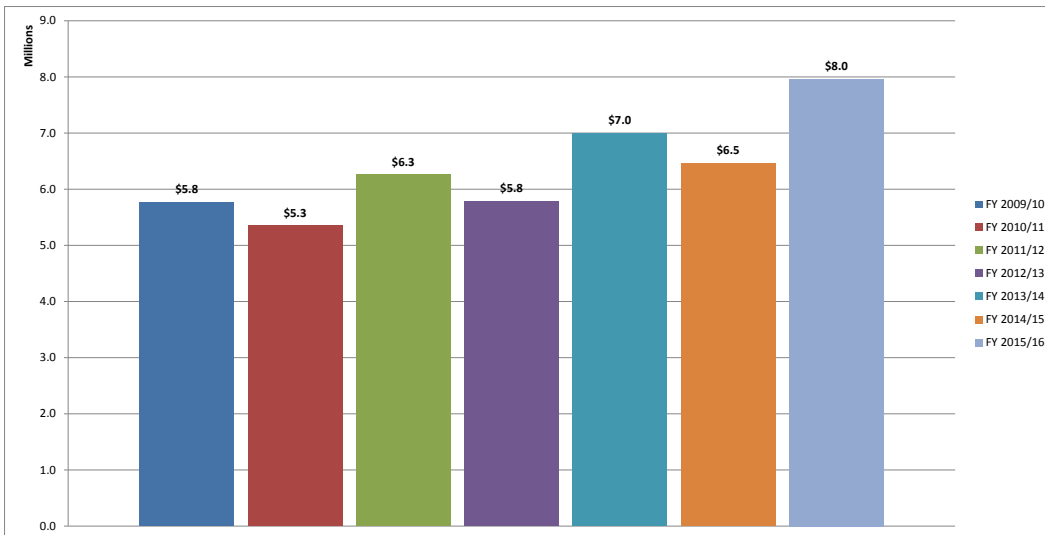


**Charges for Services**

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were budgeted to increase 14% from the FY 2014/15 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 72% of the budgeted Charges for Services revenue through third quarter. The City has currently received 74% through third quarter.

**Chart 6. General Fund Third Quarter Revenue Trend – Charges for Services**



### Use of Money and Property

Investment income continues to remain low due to extremely low rates of return for fixed income investments. The investments managed by Chandler Asset Management totaled \$82,721,056 at par and achieved a Yield to Maturity (YTM) for March 2016 of 1.46%. This compares to a YTM in December 2015 of 1.43% and a YTM in June 2015 of 1.38%. The investments managed by Insight Investments totaled \$54,499,863 at par and achieved a Yield to Maturity (YTM) for March 2016 of 1.08%. This compares to a YTM in December 2015 of 1.08% and a YTM in June 2015 of 1.08%. In addition, the City maintained \$34,310,627 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of 0.51%. This is a very low rate of return compared to historical experience, but is indicative of how investment income is performing everywhere. As the market begins to move upward, there will be less opportunity for the trading gains that are generally available under an active management approach.

### General Fund Expenditures

Expenditures are being spent in-line with prior year expenditures. Each Department's activities will be monitored throughout the year as they may be impacted by different economic activity cycles and pressures.

**Table 4. General Fund Expenditures**

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/16 (unaudited)	% of Amended Budget
<b>Department</b>				
City Council	\$ 621,116	\$ 805,346	\$ 522,870	64.9%
City Clerk	\$ 512,583	\$ 512,583	\$ 375,154	73.2%
City Manager	\$ 1,640,137	\$ 3,948,482	\$ 1,726,629	43.7%
City Attorney	\$ 723,542	\$ 733,587	\$ 390,201	53.2%
Community Development	\$ 5,624,400	\$ 5,721,900	\$ 3,735,450	65.3%
Economic Development	\$ 1,129,753	\$ 1,184,478	\$ 728,413	61.5%
Financial & Management Services	\$ 7,496,505	\$ 5,051,530	\$ 3,757,561	74.4%
Administrative Services	\$ 3,938,047	\$ 4,025,872	\$ 2,801,002	69.6%
Public Works	\$ 7,884,460	\$ 9,084,176	\$ 3,874,387	42.6%
Non-Departmental	\$ 3,973,383	\$ 4,272,399	\$ 4,802,179	112.4%
<b>Non-Public Safety Subtotal</b>	<b>\$ 33,543,926</b>	<b>\$ 35,340,353</b>	<b>\$ 22,713,848</b>	<b>64.3%</b>
<b>Public Safety</b>				
Police	\$ 39,309,484	\$ 39,885,346	\$ 28,220,134	70.8%
Fire	\$ 18,055,816	\$ 18,609,287	\$ 13,051,498	70.1%
<b>Public Safety Subtotal</b>	<b>\$ 57,365,300</b>	<b>\$ 58,494,633</b>	<b>\$ 41,271,632</b>	<b>70.6%</b>
<b>Total</b>	<b>\$ 90,909,226</b>	<b>\$ 93,834,986</b>	<b>\$ 63,985,480</b>	

## OTHER KEY FUNDS

The following summaries describe other major funds in the City.

### **Moreno Valley Community Services District**

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate “zones” that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees or taxes levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, has posed a serious challenge to managing the future operation of the CSD zones. Prop. 218 requires any revenue increase to be addressed through a voting process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased revenues. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the revenues over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels.

**Table 5. CSD Operations**

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/2016 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 4,045,429	\$ 4,045,429	\$ 2,444,923	60.4%
Other Taxes	\$ 6,392,300	\$ 6,392,300	\$ 3,357,214	52.5%
Charges for Services	\$ 6,162,347	\$ 5,969,447	\$ 3,448,161	57.8%
Use of Money & Property	\$ 743,900	\$ 743,900	\$ 583,882	78.5%
Fines & Forfeitures	\$ 50,000	\$ 50,000	\$ 28,308	56.6%
Miscellaneous	\$ 9,150	\$ 1,036,052	\$ 42,440	4.1%
Transfers In	\$ 1,560,375	\$ 1,893,140	\$ 1,183,737	62.5%
<b>Total Revenues</b>	<b>\$ 18,963,501</b>	<b>\$ 20,130,268</b>	<b>\$ 11,088,665</b>	<b>55.1%</b>
<b>Expenditures:</b>				
Library Services Fund (5010)	\$ 1,747,334	\$ 1,747,334	\$ 1,309,889	75.0%
Zone A Parks Fund (5011)	\$ 9,068,071	\$ 9,092,929	\$ 6,240,789	68.6%
LMD 2014-01 Residential Street Lighting Fund (5012)	\$ 1,700,769	\$ 1,700,769	\$ 1,009,076	59.3%
Zone C Arterial Street Lighting Fund (5110)	\$ 1,005,200	\$ 1,005,200	\$ 601,192	59.8%
Zone D Standard Landscaping Fund (5111)	\$ 1,228,678	\$ 1,665,407	\$ 1,077,641	64.7%
Zone E Extensive Landscaping Fund (5013)	\$ 527,795	\$ 535,095	\$ 248,952	46.5%
5014 LMD 2014-02	\$ 2,326,393	\$ 2,807,326	\$ 1,455,005	51.8%
Zone M Median Fund (5112)	\$ 195,126	\$ 493,071	\$ 360,397	73.1%
CFD No. 1 (5113)	\$ 1,410,481	\$ 1,461,879	\$ 849,189	58.1%
Zone S (5114)	\$ 53,346	\$ 70,490	\$ 37,100	52.6%
5211 ZONE A PARKS - RESTRICTED ASSETS	\$ 50,192	\$ 395,818	\$ -	0.0%
<b>Total Expenditures</b>	<b>\$ 19,313,385</b>	<b>\$ 20,975,318</b>	<b>\$ 13,189,230</b>	<b>62.9%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ (349,884)</b>	<b>\$ (845,050)</b>	<b>\$ (2,100,565)</b>	

### Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes, fees for service and smaller amounts from other City funds.

**Table 6. CSD Zone A Operations**

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/2016 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Property Tax	\$ 2,133,544	\$ 2,133,544	\$ 1,257,159	58.9%
Other Taxes	\$ 4,930,000	\$ 4,930,000	\$ 2,607,578	52.9%
Charges for Services	\$ 1,075,350	\$ 1,075,350	\$ 843,744	78.5%
Use of Money & Property	\$ 671,200	\$ 671,200	\$ 537,361	80.1%
Miscellaneous	\$ 7,150	\$ 7,150	\$ 36,011	503.6%
Transfers In	\$ 521,021	\$ 521,021	\$ 390,762	75.0%
<b>Total Revenues</b>	<b>\$ 9,338,265</b>	<b>\$ 9,338,265</b>	<b>\$ 5,672,614</b>	<b>60.7%</b>
<b>Expenditures:</b>				
35010 Parks & Comm Svcs - Admin	\$ 496,229	\$ 502,485	\$ 322,471	64.2%
35210 Park Maintenance - General	\$ 3,362,922	\$ 3,327,346	\$ 2,246,580	67.5%
35211 Contract Park Maintenance	\$ 485,131	\$ 485,131	\$ 240,171	49.5%
35212 Park Ranger Program	\$ 379,377	\$ 379,377	\$ 233,837	61.6%
35213 Golf Course Program	\$ 271,857	\$ 351,625	\$ 219,778	62.5%
35214 Parks Projects	\$ 205,777	\$ 205,777	\$ 146,972	71.4%
35310 Senior Program	\$ 564,102	\$ 564,102	\$ 382,739	67.8%
35311 Community Services	\$ 188,893	\$ 165,098	\$ 126,180	76.4%
35312 Community Events	\$ 82,767	\$ 93,767	\$ 101,811	108.6%
35313 Conf & Rec Cntr	\$ 486,736	\$ 486,736	\$ 378,140	77.7%
35314 Conf & Rec Cntr - Banquet	\$ 342,162	\$ 342,162	\$ 246,660	72.1%
35315 Recreation Programs	\$ 1,333,706	\$ 1,333,706	\$ 952,486	71.4%
35317 July 4th Celebration	\$ 134,054	\$ 134,054	\$ 70,699	52.7%
35318 Sports Programs	\$ 666,855	\$ 654,060	\$ 438,439	67.0%
35319 Towngate Community Center	\$ 67,503	\$ 67,503	\$ 49,379	73.2%
95011 Non-Dept Zone A Parks	\$ -	\$ -	\$ 84,448	
<b>Total Expenditures</b>	<b>\$ 9,068,071</b>	<b>\$ 9,092,929</b>	<b>\$ 6,240,789</b>	<b>68.6%</b>
<b>Net Change or</b>				
<b>Adopted Use of Fund Balance</b>	<b>\$ 270,194</b>	<b>\$ 245,336</b>	<b>\$ (568,175)</b>	

### Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City's electric utility. MVU's basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 5,600 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City's economic development strategy. The City Council has established special tiered rates for electric utility customers based upon factors such as the number of jobs created.



The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

**Table 7. MVU Operations**

	FY 2015/16 Adopted Budget	FY 2015/16 Amended Budget	Actuals as of 3/31/2016 (unaudited)	% of Amended Budget
<b>Revenues:</b>				
Taxes:				
Intergovernmental	-	20,000	-	0.0%
Charges for Services	\$ 27,153,398	\$ 27,153,398	\$ 22,283,355	82.1%
Use of Money & Property	\$ 80,500	\$ 80,500	\$ 71,028	88.2%
Miscellaneous	\$ 81,721	\$ 81,721	\$ 162,089	198.3%
<b>Total Revenues</b>	<b>\$ 27,315,619</b>	<b>\$ 27,335,619</b>	<b>\$ 22,516,471</b>	<b>82.4%</b>
<b>Expenditures:</b>				
45510 Electric Utility - General	\$ 18,809,614	\$ 18,815,870	\$ 13,226,131	70.3%
45511 Public Purpose Program	\$ 2,740,147	\$ 2,831,586	\$ 1,201,972	42.4%
Taxable Lease Rev Bonds	\$ 1,831,700	\$ 1,831,700	\$ 653,665	35.7%
80005 CIP - Electric Utility	\$ -	\$ 4,320,885	\$ 255,528	5.9%
96032 Non-Dept 2014 Refunding 2005 LRB	\$ 128,986	\$ 128,986	\$ 163	0.1%
<b>Total Expenditures</b>	<b>\$ 23,510,447</b>	<b>\$ 27,929,027</b>	<b>\$ 15,337,459</b>	<b>54.9%</b>
<b>Net Change or Adopted Use of Fund Balance</b>	<b>\$ 3,805,172</b>	<b>\$ (593,408)</b>	<b>\$ 7,179,012</b>	

MVU's revenues and expenses will fluctuate annually based on energy demands.

## SUMMARY

The City of Moreno Valley is experiencing certain levels of growth and continues to maintain a balanced Budget without the use of reserves.

Although the City has experienced positive results in some areas through FY 2014/15 and through the third quarter of FY 2015/16, the City should remain cautiously optimistic as we proceed through the fiscal year.

As positive fund balances begin to grow, we will bring back to the City Council for discussion options to address the other challenges and unfunded liabilities, as well as examining the reserve fund balances held by the City.

## RESOLUTION NO. 2016-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED BUDGET FOR FISCAL YEARS 2015/16 – 2016/17

WHEREAS, the City Council approved the Operating Budget for the City for Fiscal Years 2015/16 – 2016/17, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the City Council proposed amendments to the Budgets for the City for Fiscal Years 2015/16 – 2016/17, a copy of which, as may have been amended by the City Council, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said proposed amendments to the Budgets contain estimates of the services, activities and projects comprising the budget, and contain expenditure requirements and the resources available to the City; and

WHEREAS, the said proposed amendments to the Budgets contain the estimates of uses of fund balance, if required, to stabilize the delivery of City services during periods of operational deficits; and

WHEREAS, the amended Budgets, as herein approved, will enable the City Council to make adequate financial plans and will ensure that City officers can administer their respective functions in accordance with such plans.

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

1. The Proposed Amendments to the Budgets, as shown on Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the City Council, is hereby approved and adopted as part of the Budgets of the City of Moreno Valley for Fiscal Years 2015/16 – 2016/17.
2. The amounts of proposed expenditures, which may include the uses of fund balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.
3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk

1  
Resolution No. 2016-46  
Date Adopted: June 7, 2016

shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

Resolution No. 2016-46<sup>2</sup>  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-46 [Revision 2] (2040 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING

**RESOLUTION JURAT**

STATE OF CALIFORNIA            )  
COUNTY OF RIVERSIDE        ) ss.  
CITY OF MORENO VALLEY        )

I, Leslie Keane, Interim City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-46 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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Resolution No. 2016-46  
Date Adopted: June 7, 2016

Attachment: Resolution No. 2016-46 [Revision 2] (2040 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED OPERATING

## RESOLUTION NO. CSD 2016-14

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE REVISED BUDGET FOR FISCAL YEARS 2015/16 – 2016/17

WHEREAS, the President and Board Members of the Moreno Valley Community Services District approved the Operating Budgets for the District for Fiscal Years 2015/16 – 2016/17, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the City Manager has heretofore submitted to the President and Board Members of the Moreno Valley Community Services District proposed amendments to the Budgets for the District for Fiscal Years 2015/16 – 2016/17, a copy of which, as may have been amended by the District's Board of Directors, is on file in the Office of the City Clerk and is available for public inspection; and

WHEREAS, the said Proposed Revised Budget contains estimates of the services, activities and projects comprising the budget, and contains expenditure requirements and the resources available to the Community Services District; and

WHEREAS, the said Proposed Revised Budget contains the estimates of uses of fund balance as required to stabilize the delivery of City services; and

WHEREAS, the President and Board of Directors have made such revisions to the Proposed Revised Operating Budget as so desired; and

WHEREAS, the Proposed Revised Budget, as herein approved, will enable the Community Services District to make adequate financial plans and will ensure that District officers can administer their respective functions in accordance with such plans.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Proposed Amendments to the Budgets, as shown on Exhibits A and B to this Resolution and as on file in the Office of the City Clerk, and as may have been amended by the Community Services District's Board of Directors, is hereby approved and adopted as part of the Budgets of the Moreno Valley Community Services District for the Fiscal Years 2015/16 – 2016/17.
2. The amounts of proposed expenditures, which may include the uses of fund

1  
Resolution No. CSD 2016-14  
Date Adopted: June 7, 2016

balance specified in the approved budget, are hereby appropriated for the various budget programs and units for said fiscal years.

- 3. Within fifteen (15) days after the adoption of this Resolution, the City Clerk shall certify to the adoption hereof and, as so certified, cause a copy to be posted in at least three (3) public places within the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 7<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
 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 2016-14  
 Date Adopted: June 7, 2016

Attachment: Resolution No. CSD 2016-14 [Revision 1] (2040 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED

**RESOLUTION JURAT**

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF MORENO VALLEY )

I, Leslie Keane, Interim Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2016-14 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

3  
Resolution No. CSD 2016-14  
Date Adopted: June 7, 2016

Attachment: Resolution No. CSD 2016-14 [Revision 1] (2040 : THIRD QUARTER BUDGET REVIEW AND APPROVAL OF THE REVISED

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2015/16 Proposed Amendments**

**EXHIBIT A**

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Non-Departmental	1010	Transfers to LMD 2014-01	1010-99-99-91010-905012	459,008.00	\$ (300,000.00)	\$ 159,008.00	Reduction of General Fund contribution to the street lighting programs. Budget adjustments to maintain operations through FY 2016/17.
Non-Departmental	1010	Transfers to ZONE "C" ART LGHT FUND	1010-99-99-91010-905110	206,749.00	\$ (206,749.00)	\$ -	
Non-Departmental	1010	Transfers to 2011 PRIV PLACE REF. 97 LRBS	1010-99-99-91010-903751	340,000.00	\$ (150,000.00)	\$ 190,000.00	Record ROPS 15/16B approved debt service funding. General Fund transfer can be reduced accordingly.
Public Works	1010	Mach-Equip, Repl - Vehicles	1010-70-78-45370-660322	2,815,509.00	\$ (620,755.00)	\$ 2,194,754.00	Staff is requesting a reduction of the fleet purchasing budget by \$620,755 to align with the current fiscal year projected expenditures. The funds still have an adequate budget to cover the City Council approved purchase of vehicles. The fund balance shall be retained for future vehicle purchases.
Non-Departmental	1010	Transfers in - from FLEET OPS REPLACEMENT RESERVE	1010-99-99-91010-807430	2,482,909.00	\$ (452,570.00)	\$ 2,030,339.00	
Non-Departmental	1010	Transfers in - from EQUIP REPLACEMENT (FURN & EQUIP)	1010-99-99-91010-807510	1,130,738.00	\$ (168,185.00)	\$ 962,553.00	
City Council	1010	Council - Mayor Differential	1010-10-01-10010-620130	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	Mayor discretionary allocation for newly appointed Mayor.
Non-Departmental	1010	Revenue Close to Bal Sheet	1010-99-99-91010-589999	\$ -	\$ (763,000.00)	\$ (763,000.00)	Adjustment to revenue received from the Towngate Mall note for amounts currently reflected as a receivable.
Community Development	1010	Building Permits	1010-20-28-20310-425000	\$ 939,000.00	\$ 763,000.00	\$ 1,702,000.00	Amending of the building permit budget to equal projected year-end revenue.
<b>TOTAL</b>					<b>\$ (1,896,759.00)</b>		

**CITY OF MORENO VALLEY  
GENERAL FUND  
FY 2016/17 Proposed Amendments**

Department	Fund	Account Description	GL Account	FY 2016/17 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Non-Departmental	1010	Administrative Charges	1010-99-99-91010-585020	\$ 3,552,861.00	\$ (11,988.00)	\$ 3,540,873.00	Reducing Technical Services ISF's to the NSP fund due to available NSP funding.
<b>TOTAL</b>					<b>\$ (11,988.00)</b>		

Attachment: Exhibit A - Gen Fund [Revision 2] (2040 : THIRD QUARTER BUDGET REVIEW AND



Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial Management Services	6010	Note Principal	6010-30-80-45510-670322	\$ 147,632.00	\$ 379,893.00	\$ 527,525.00	Moreno Valley Utilities (MVU) is proposing accelerating the existing payments for the Special District Admin loan of \$379,893. This will allow for the loan to be paid back in full in FY 2015/16 and reduce any potential additional interest costs. This action was directed by Council.
Public Works	2006	Principal Repayment	2006-70-79-25701-461000	\$ 116,163.00	\$ 348,362.00	\$ 464,525.00	
Public Works	2006	Principal - Contra	2006-70-79-25701-461999	\$ (116,163.00)	\$ (348,362.00)	\$ (464,525.00)	
Financial Management Services	6010	Principal Pymt- Contra Ac	6010-30-80-45510-670312	\$ (147,632.00)	\$ (379,893.00)	\$ (527,525.00)	
Non-Departmental	5012	Transfers in - from GENERAL FUND	5012-99-99-95012-801010	\$ 459,008.00	\$ (300,000.00)	\$ 159,008.00	Based on existing fund balances within the street light programs, Staff requests a reduction of the General Fund transfer to the street lighting program by \$506,749. The budget adjustments will continue street light funding through the FY 2016/2017 budget.
Public Works	5012	Professional Svcs - Legal Svcs	5012-70-79-25703-620230	\$ 15,000.00	\$ (14,000.00)	\$ 1,000.00	
Public Works	5012	Professional Svcs - Other	5012-70-79-25703-620299	\$ 36,000.00	\$ (27,500.00)	\$ 8,500.00	
Public Works	5012	Agency Svcs - Cnty	5012-70-79-25703-620320	\$ 25,700.00	\$ (8,785.00)	\$ 16,915.00	
Public Works	5012	Utilities - Electricity	5012-70-79-25703-621010	\$ 1,399,461.00	\$ (99,461.00)	\$ 1,300,000.00	
Public Works	5012	Postage - Mail	5012-70-79-25703-630110	\$ 29,700.00	\$ (26,700.00)	\$ 3,000.00	
Non-Departmental	5110	Transfers in - from GENERAL FUND	5110-99-99-95110-801010	\$ 206,749.00	\$ (206,749.00)	\$ -	
Public Works	5110	Professional Svcs - Other	5110-70-79-25703-620299	\$ 36,000.00	\$ (33,000.00)	\$ 3,000.00	
Public Works	5110	Agency Svcs - Cnty	5110-70-79-25703-620320	\$ 30,000.00	\$ (10,122.00)	\$ 19,878.00	
Public Works	5110	Utilities - Electricity	5110-70-79-25703-621010	\$ 790,151.00	\$ (109,391.00)	\$ 680,760.00	
Public Works	5110	Postage - Mail	5110-70-79-25703-630110	\$ 29,700.00	\$ (24,700.00)	\$ 5,000.00	
Financial Management Services	2507	NSP Programs	2507-30-33-72701-733201	\$ 3,200,000.00	\$ (150,000.00)	\$ 3,050,000.00	Following the adoption of the Boulder Ridge project, staff is proposing a reduction of expenditures by \$150,000 to bring budgeted expenditures in line with projected revenues. A portion of the expenditure adjustments include reducing personnel cost based on available administrative budgets.
Public Works	2001	Admin Chrg - Fleet Ops	2001-70-76-45122-692050	\$ 81,666.00	\$ (81,666.00)	\$ -	Reducing based on fleet demands to Measure A.
Non-Departmental	7410	Administrative Charges	7410-99-99-97410-585020	\$ 2,141,005.00	\$ (81,666.00)	\$ 2,059,339.00	
Non-Departmental	3451	Transfers to PW GENERAL CAPITAL PROJECTS FD	3451-99-91-93451-903002	\$ -	\$ 11,001.00	\$ 11,001.00	Closing fund 3451 Warner Ranch Assessment District.
Non-Departmental	3002	Transfers in - from WARNER RANCH ASDST FUND	3002-99-99-93002-803451	\$ -	\$ 11,001.00	\$ 11,001.00	
Non-Departmental	3451	Admin Chrg - Special Dist	3451-99-91-93451-692020	\$ -	\$ 2,672.00	\$ 2,672.00	
Public Works	2006	Administrative Charges	2006-70-79-25701-585020	\$ -	\$ 2,672.00	\$ 2,672.00	
Non-Departmental	4800	Transfers to 2011 PRIV PLACE REF. 97 LRBS	4800-99-99-94800-903751	\$ -	\$ 150,000.00	\$ 150,000.00	The City Council submitted a Recognized Obligation Payment Schedule for the period of January 1 through June 30, 2016 (ROPS 15-16B) to the California Department of Finance (DOF). The ROPS 15/16B approved a new allocation of \$150,000 for debt service payment. This new revenue will allow for an equal reduction of the General Fund transfer to the bonds.
Non-Departmental	3751	Transfers In - From SUCCESSOR AGENCY ADMIN FUND	3751-99-90-93751-804800	\$ -	\$ 150,000.00	\$ 150,000.00	
Non-Departmental	3751	Transfers in - from GENERAL FUND	3751-99-90-93751-801010	\$ 340,000.00	\$ (150,000.00)	\$ 190,000.00	
Non-Departmental	7430	Transfers to GENERAL FUND	7430-99-99-97430-901010	\$ 2,482,909.00	\$ (452,570.00)	\$ 2,030,339.00	Staff is requesting a reduction of the fleet purchasing budget by \$620,755 to align with the current fiscal year projected expenditures. The funds still have an adequate budget to cover the City Council approved purchase of vehicles. The fund balance shall be retained for further vehicle purchases.
Non-Departmental	7510	Transfers to GENERAL FUND	7510-99-97-88190-901010	\$ 633,675.00	\$ (168,185.00)	\$ 465,490.00	
Public Works	7410	Oper Mtrls - Fuel: Diesel	7410-70-78-45370-630356	\$ 265,000.00	\$ (132,500.00)	\$ 132,500.00	Due to a projected decrease in diesel fuel usage, the budget is being proposed to be reduced by \$132,500. Through the third quarter of the fiscal year, the diesel fuel expenditures are currently only at 39% of the annual budget.

Department	Fund	Account Description	GL Account	FY 2015/16 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment	
Public Works	5013	Admin Chrg - Fleet Ops	5013-70-79-25705-692050	\$ 30,448.00	\$ (29,303.00)	\$ 1,145.00	Allocating Fleet Ops (vehicle lease) amongst all landscape districts based on actual usage; decrease amount in Zone E and increase proportionate share to LMD No. 2014-02	
Public Works	5111	Admin Chrg - Fleet Ops	5111-70-79-25704-692050	\$ -	\$ 6,273.00	\$ 6,273.00		
Public Works	5112	Admin Chrg - Fleet Ops	5112-70-79-25719-692050	\$ -	\$ 1,159.00	\$ 1,159.00		
Public Works	5114	Admin Chrg - Fleet Ops	5114-70-79-25720-692050	\$ -	\$ 231.00	\$ 231.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 2,165.00	\$ 2,165.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 558.00	\$ 558.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 4,221.00	\$ 4,221.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 6,519.00	\$ 6,519.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 501.00	\$ 501.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 5,220.00	\$ 5,220.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 728.00	\$ 728.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 827.00	\$ 827.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 349.00	\$ 349.00		
Public Works	5014	Admin Chrg - Fleet Ops	5014-70-79-25721-692050	\$ -	\$ 552	\$ 552		
<b>TOTAL</b>					<b>\$ (1,749,649)</b>			

**CITY OF MORENO VALLEY  
NON - GENERAL FUND  
FY 2016/17 Proposed Amendments**

Department	Fund	Account Description	GL Account	FY 2016/17 Amended Budget	Proposed Amendment	Revised Budget	Description - Proposed Adjustment
Financial Management Services	2507	ISF - TS Oper	2507-30-33-72703-690118	-	(11,988.00)	(11,988.00)	Reducing Technical Services ISF's to the NSP due to available NSP funding.
Financial Management Services	2001	Admin Chrg - Fleet Ops	2001-70-76-45122-692050	81,666.00	(81,666.00)	-	Reducing based on fleet demands to Measure A.
Non-Departmental	7410	Administrative Charges	7410-99-99-97410-585020	2,141,005.00	(81,666.00)	2,059,339.00	
Public Works	7410	Oper Mtrls - Fuel: Diesel	7410-70-78-45370-630356	265,000.00	(132,500.00)	132,500.00	Due to a projected decrease in diesel fuel usage, the budget is being proposed to be reduced by \$132,500. Through the third quarter of the fiscal year, the diesel fuel expenditures are currently only at 39% of the annual budget.
<b>TOTAL</b>					<b>\$ (307,820)</b>		