



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
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

November 19, 2019

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

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

David Marquez, Council Member
Dr. Carla J. Thornton, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 19, 2019

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Employee of the 3rd Quarter

2. Classified Employee of the 2nd Quarter

3. Officer of the 2nd Quarter

**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
MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

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

**REGULAR MEETING – 6:00 PM
NOVEMBER 19, 2019**

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 Gabriel Alfonso Perez, Iglesia Nueva Vida De Moreno Valley

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-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E 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. PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBERS 38, 39, 43 AND 44 (RESO. NUMBERS 2019-__, 2019-__, 2019-__, and 2019-__) (Report of: Public Works)

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-__, 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. (Amendment No. 38)
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-__, 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. (Amendment No. 39)
3. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-__, 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. (Amendment No. 43)
4. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-__, 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. (Amendment No. 44)

A.2. MAYORAL APPOINTMENT TO THE ARTS COMMISSION (Report of: City Clerk)

Recommendation:

1. Receive and confirm the following Mayoral appointment:

ARTS COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Sofia Bell	Member	Ending 06/30/21

A.3. REPORT OF APPROVED SALARY CHANGES (Report of: Human Resources)

Recommendation:

1. Receive and file the attached Report of Approved Salary Changes.

A.4. APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR LEASE OF RETAIL SPACE FOR A LIBRARY (Report of: Financial & Management Services)

Recommendations:

1. Approve in principle an agreement and associated real estate documents with Iris Partners, LLC 9, (subject to additional modifications as approved by the City Manager and City Attorney) for the lease of retail space in Iris Plaza for a branch of the Moreno Valley Public Library for an amount not to exceed \$1,260,000 (\$140,000 per year for up to nine (9) years) and authorize the City Manager to execute the agreement.
2. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services fund for \$56,517 to cover the security deposit (\$9,850) and the lease of the library branch space (\$46,667) during four months of tenant improvements.
3. Authorize the City Manager to execute any subsequent related amendments to the contract with Iris Partners, LLC, during the life of the contract, subject to approval by the City Attorney.

- A.5. Second Reading and Consideration of Adoption of Ordinance No. 963 Authorizing a Change of Zone (PEN19-0109) for Property Located at the Northeast Corner of Cottonwood Avenue and Indian Street (Report of: Community Development)

Recommendations: That the City Council:

1. Conduct the second reading by title only and adopt Ordinance No. 963

- A.6. COOPERATION AGREEMENT WITH MERIDIAN PARK K4, LLC FOR THE PROPOSED DEVELOPMENT PROJECT ON MARCH JOINT POWERS AUTHORITY PARCEL K4 (Report of: Economic Development)

Recommendations:

1. Approve a Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4, LLC that will compensate the City of Moreno Valley for the impacts of the proposed 685,000 sq. ft. development along the south side of Cactus Avenue between Veterans Way and Frederick Street.
2. Authorize the Mayor or his designee to execute the Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4, LLC.

- A.7. General Plan Advisory Committee (GPAC) Creation and Member Appointments (Report of: City Clerk)

Recommendations: That the City Council:

1. Confirm the creation of the General Plan Advisory Committee.
2. Ratify the Mayoral member appointments of the following:
 - a. One Representative from Highland Fairview
 - b. One Representative from Pacific Communities
 - c. Al DeJohnette, Community Member
 - d. JoAnn Stephans, Community Member
 - e. Ray Baker, Community Member
 - f. Carlos Lopez, Moreno Valley College

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. PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-48 (RESO. NO. CSD 2019-__) (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2019-__, 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. 2019-48 to its Community Facilities District No. 1 and approving the amended map for said District.

- B.3. APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN GROUP TO PROVIDE ON-SITE AND/OR PROFESSIONAL SERVICES FOR THE CIVIC CENTER AND PARK PROJECT, PROJECT NO. 803 0037 (Report of: Parks & Community Services)

Recommendations:

1. Approve First Amendment to the Agreement for On-Site and/or Professional Services with Architerra Design Group Rancho Cucamonga, CA for a total contract amount not to exceed \$560,963.
2. Authorize the City Manager to execute the First Amendment to the Agreement for On-Site and/or Professional Services with the above-mentioned contractor.
3. Authorize the Chief Financial Officer to issue a purchase order upon execution of the First Amendment to the Agreement for On-Site and/or Professional Services to the above-mentioned contractor.
4. Authorize the City Manager to execute subsequent Amendments to the Agreement within Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

C. CONSENT CALENDAR - HOUSING AUTHORITY - NONE

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES - NONE

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY - NONE

F. 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.

F.1. PUBLIC HEARING FOR SIX NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Public Works)

Recommend that the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceedings for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bills as identified herein;
2. Direct the City Clerk to open and 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 and if approved, set the rate and impose the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate, as applicable, on the Assessor's Parcel Numbers as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

G. GENERAL BUSINESS

G.1. MOMENTUM MOVAL YEAR THREE STATUS UPDATE (Report of: City Manager)

G.2. RECOMMENDED UPDATES - PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD (Report of: Public Works)

Recommendation:

Concur with the updated Pavement Management Program Five-year Look-ahead Plan.

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(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

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at 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 and in the City Clerk's office at 14177 Frederick Street during normal business hours.

CERTIFICATION

I, Pat Jacquez-Nares, 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 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

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: 11/14/2019

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: November 19, 2019
TITLE: EMPLOYEE OF THE 3RD QUARTER

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: November 19, 2019

TITLE: CLASSIFIED EMPLOYEE OF THE 2ND QUARTER

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: November 19, 2019
TITLE: OFFICER OF THE 2ND QUARTER

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: November 19, 2019

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBERS 38, 39, 43 AND 44 (RESO. NUMBERS 2019-___, 2019-___, 2019-___, AND 2019-___)

RECOMMENDED ACTION

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-___, 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. (Amendment No. 38)
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-___, 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. (Amendment No. 39)
3. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-___, 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. (Amendment No. 43)

4. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2019-___, 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. (Amendment No. 44)

SUMMARY

Approval of the proposed resolutions will certify annexation of eight parcels into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) (“District”). This action impacts only those property owners identified below, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed development (e.g., the cost of operation and maintenance of street lights and/or public landscaping). The City created CFD No. 2014-01 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the City Council approves the annexation, a special tax can be levied on the annual property tax bills of the annexed parcels to fund the costs.

As a condition of approval for development of their projects, Villa Annette LP, LCG MVBP, and Yum Yum Donut Shops, Inc. (the “Property Owners”) are required to provide a funding source for the operation and maintenance of certain public improvements (i.e., street lighting and/or landscape maintenance services) and have elected to annex the parcels of their projects into the District to satisfy the condition. The Property Owners have submitted Landowner Petitions approving the annexation and the City Clerk has confirmed the petitions are valid.

DISCUSSION

The District was formed by adoption of Resolution No. 2014-25 to provide an alternative funding tool for the development community. It provides a mechanism to fund the operation and maintenance of street lighting services and maintenance of public landscaping. After a landowner approves annexation of their property into the District and the City Council approves the annexation, the City is authorized to levy a special tax onto the annual property tax bill.

The Rate and Method of Apportionment of Special Tax (“RMA”) for the District describes the different special tax rate areas, services provided, and the formula to calculate the special tax rate for each of the tax rate areas. Several special tax rate layers were created to accommodate a variety of scenarios to ensure costs are fairly shared between property owners. For example, there is a tax rate layer for “single-family residential street lighting” and one for “street lighting for property other than single-family residential” (e.g., commercial, industrial, or multi-family projects). Different tax rate layers are needed for street lighting because the spacing and size/type of lights

differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping. A property owner's proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained and the number of properties sharing in the cost for that development.

Annexation to the District

On February 10, 2015, the City Council adopted Ordinance No. 889, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

As a condition of approval for the projects identified below, the Property Owners are required to provide an ongoing funding source for operation and maintenance services of street lights and/or landscaping which are required to be installed on public streets as part of their respective development projects. The table below provides information for the property under development.

Property Owner/Project	Assessor's Parcel Number(s)	Location	Amendment No.
Villa Annette LP 220-unit multi-family apartments PEN16-0123/SCP19-0004	486-280-054	Northeast corner of Cactus Ave. and Lasselle St.	38
LCG MVBP The District (Business Park/Light Industrial Complex) PEN18-0164/SCP19-0009	481-020-017, 481-020-028, 481-020-037 & 481-020-040	North of Hemlock Ave, east and west of Davis St.	39
Yum Yum Donut Shops, Inc. Yum Yum Donut Shop, Convenience Store, Gas Station and Car Wash PEN16-0088/SCP19-0012	479-140-023	Northeast corner of Perris Blvd. and Cottonwood Ave.	43
Yum Yum Donut Shops, Inc. Winchell's Donut Shop and Convenience Store PEN16-0107/SCP19-0013	263-230-012 & 263-230-013	Northwest corner of Alessandro Blvd. and Day St.	44

A property owner has two options to satisfy the condition of approval:

1. Submit a Landowner Petition unanimously approving annexation of their property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bills of their property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. Establish a homeowner or property owner association to provide the ongoing operation and maintenance of the improvements.

The Property Owners elected to annex their property into CFD No. 2014-01 and have the special tax applied to the annual property tax bills. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the property, allowing a special election of the landowner. Adoption of the attached resolutions (Attachments 1 through 4) adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary maps (Attachments 5 through 8) and amended notice of special tax lien for Amendment Nos. 38, 39, 43 and 44. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 9 through 12).

Successful completion of the annexation process satisfies each project's condition of approval to provide a funding source for the operation and maintenance of street lighting and landscaping on public streets.

ALTERNATIVES

1. Adopt the proposed resolutions. *Staff recommends this alternative as it will annex the properties into CFD No. 2014-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the proposed resolutions. *Staff does not recommend this alternative as it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the proposed resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. If the projected revenue received from the maximum special tax exceeds what is necessary to fund the services within each tax rate area, a lower amount will be applied to the property tax bills for all properties within the affected tax rate area. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. The estimated maximum special tax revenue which can be generated from the projects is detailed below.

Property Owner	Service Tax Rate Area	Front Linear Footage ¹	FY 2019/20 Maximum Special Tax Rate ² Per Front Footage	FY 2019/20 Maximum Special Tax ²
Villa Annette LP	Street Lighting for Property Other than Single-Family Residential, SL-02	1,992	\$4.12	\$8,207.04
LCG MVBP	Street Lighting for Property Other than Single-Family Residential, SL-02	3,504	\$4.12	\$14,436.48
Yum Yum Donut Shops, Inc.	Street Lighting for Property Other than Single-Family Residential, SL-02	514	\$4.12	\$2,117.68
	Landscaping for Property Other than Single-Family Residential, LM-02(A)		\$13.94	\$7,165.16
Yum Yum Donut Shops, Inc.	Landscaping for Property Other than Single-Family Residential, LM-02(B)	334	\$6.96	\$2,324.64

¹Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project.

²The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate can be lower than but cannot exceed the maximum special tax rate. The FY 2019/20 applied rate for SL-02 is \$1.21/front linear foot. The FY 2019/20 applied rate for LM-02(A) is \$5.60/front linear foot. The FY 2019/20 applied rate for LM-02(B) is \$1.55/front linear foot.

The maximum special tax rates are subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

NOTIFICATION

On September 26 and October 3, 2019, annexation materials were mailed to the property owners. A cover letter, Landowner Petition, RMA, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts 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.

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.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Resolution Ordering Annexation - Amendment No. 38
- 2. Resolution Ordering Annexation - Amendment No. 39
- 3. Resolution Ordering Annexation - Amendment No. 43
- 4. Resolution Ordering Annexation - Amendment No. 44
- 5. Boundary Map CFD 2014-01 - Amendment No. 38
- 6. Boundary Map CFD 2014-01 - Amendment No. 39
- 7. Boundary Map CFD 2014-01 - Amendment No. 43
- 8. Boundary Map CFD 2014-01 - Amendment No. 44
- 9. Certificate of Election Official - Amendment No. 38
- 10. Certificate of Election Official - Amendment No. 39
- 11. Certificate of Election Official - Amendment No. 43
- 12. Certificate of Election Official - Amendment No. 44

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	11/07/19 1:03 PM
City Attorney Approval	<u> ✓ Approved </u>	11/12/19 1:58 PM

City Manager Approval

✓ Approved

11/12/19 3:15 PM

RESOLUTION NO. 2019-___

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

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 889 designated the entire territory of the City as a future annexation area for the CFD and approved the second amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcel(s) listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcel(s) (the "Annexation Parcel(s)") to the CFD; and

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 38 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel(s) to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Annexation Approved. The Annexation Parcel(s) are hereby added to and part of the CFD with full legal effect. The Annexation Parcel(s) are subject to the

1

Resolution No. 2019-___
Date Adopted: November 19, 2019

Special Tax associated with the Tax Rate Area(s) indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the “Services”) provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

The Annexation Parcel(s) will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel(s) associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision,

2
Resolution No. 2019-____
Date Adopted: November 19, 2019

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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 19th day of November, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019- 3
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 4
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

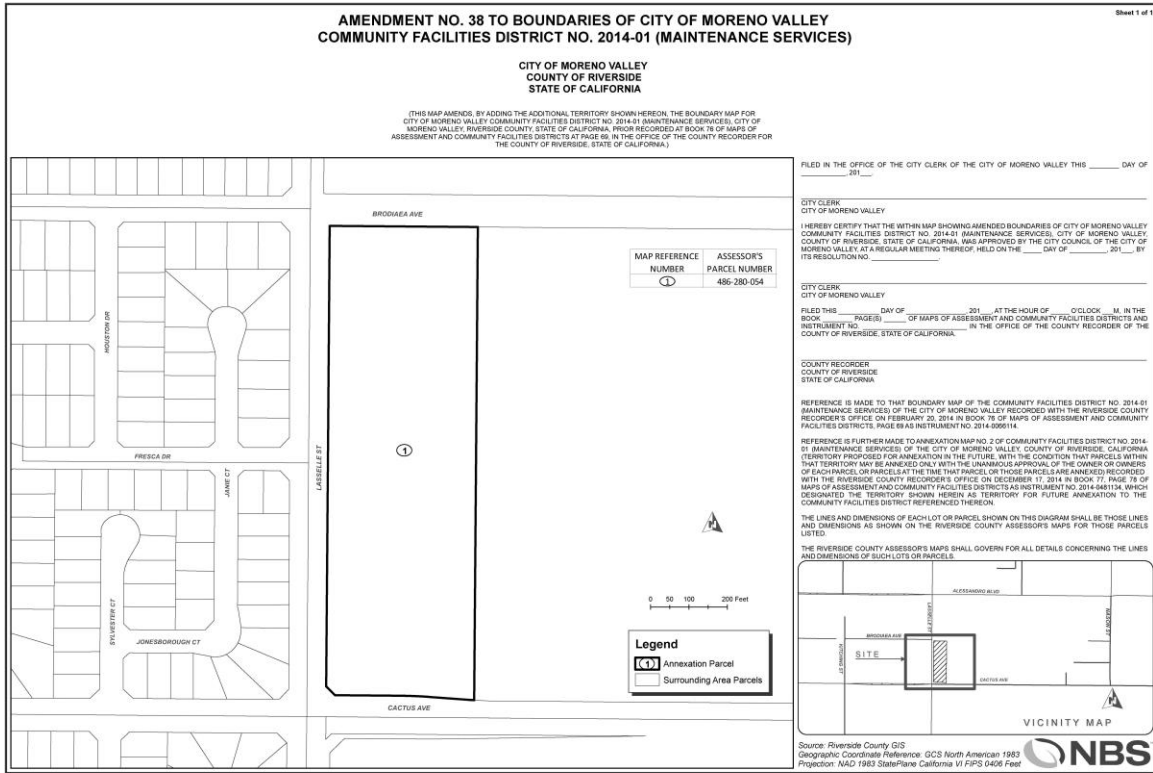
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 38	486-280-054	Street Lighting for Property Other than Single-Family Residential	SL-02
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

Resolution No. 2019-5
Date Adopted: November 19, 2019

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

6
Resolution No. 2019-_____
Date Adopted: November 19, 2019

RESOLUTION NO. 2019-___

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

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 889 designated the entire territory of the City as a future annexation area for the CFD and approved the second amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcel(s) listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcel(s) (the "Annexation Parcel(s)") to the CFD; and

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 39 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel(s) to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel(s) are hereby added to and part of the CFD with full legal effect. The Annexation Parcel(s) are subject to the

1

Resolution No. 2019-___
Date Adopted: November 19, 2019

Special Tax associated with the Tax Rate Area(s) indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the "Services") provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

The Annexation Parcel(s) will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel(s) associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision,

2
Resolution No. 2019-____
Date Adopted: November 19, 2019

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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 19th day of November, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019- 3
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 4
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

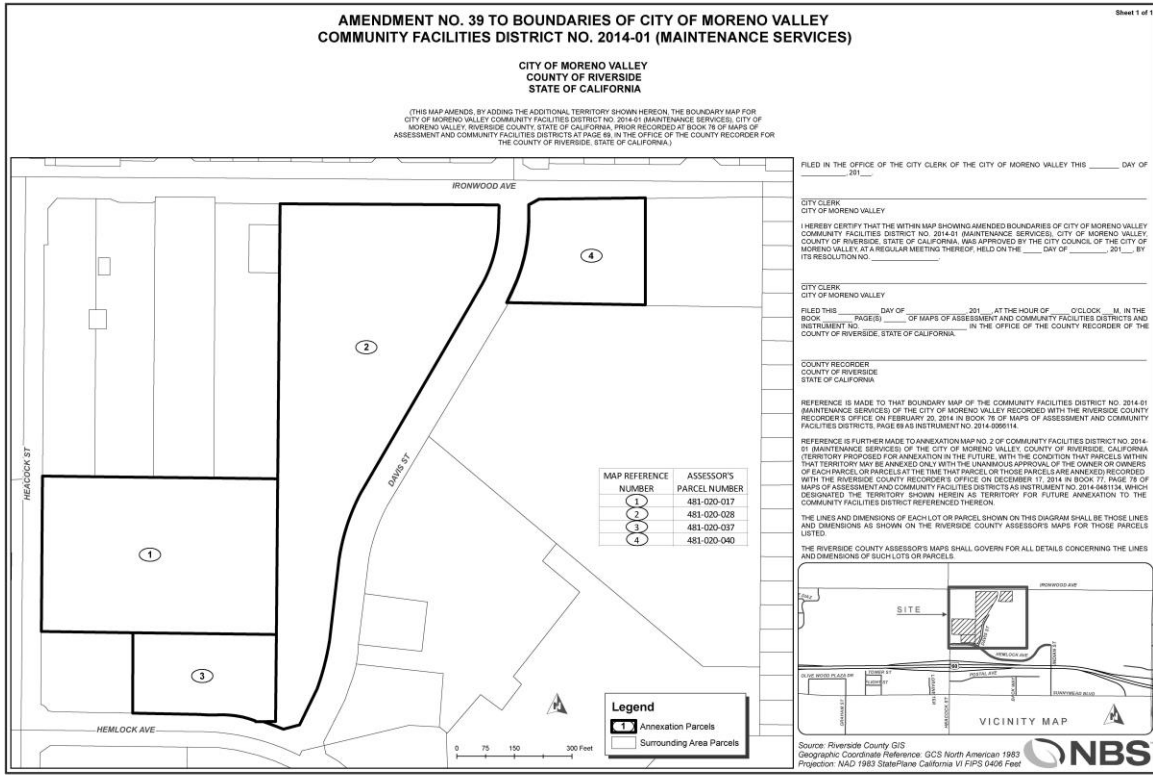
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 39	481-020-017	Street Lighting for Property Other than Single-Family Residential	SL-02
	481-020-028		
	481-020-037		
	481-020-040		
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

Resolution No. 2019-5
Date Adopted: November 19, 2019

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

6
Resolution No. 2019-
Date Adopted: November 19, 2019

RESOLUTION NO. 2019-___

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

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 889 designated the entire territory of the City as a future annexation area for the CFD and approved the second amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcel(s) listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcel(s) (the "Annexation Parcel(s)") to the CFD; and

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 43 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel(s) to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel(s) are hereby added to and part of the CFD with full legal effect. The Annexation Parcel(s) are subject to the

1

Resolution No. 2019-___
Date Adopted: November 19, 2019

Special Tax associated with the Tax Rate Area(s) indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the "Services") provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

The Annexation Parcel(s) will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel(s) associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision,

2
Resolution No. 2019-____
Date Adopted: November 19, 2019

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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 19th day of November, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-3
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 4
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

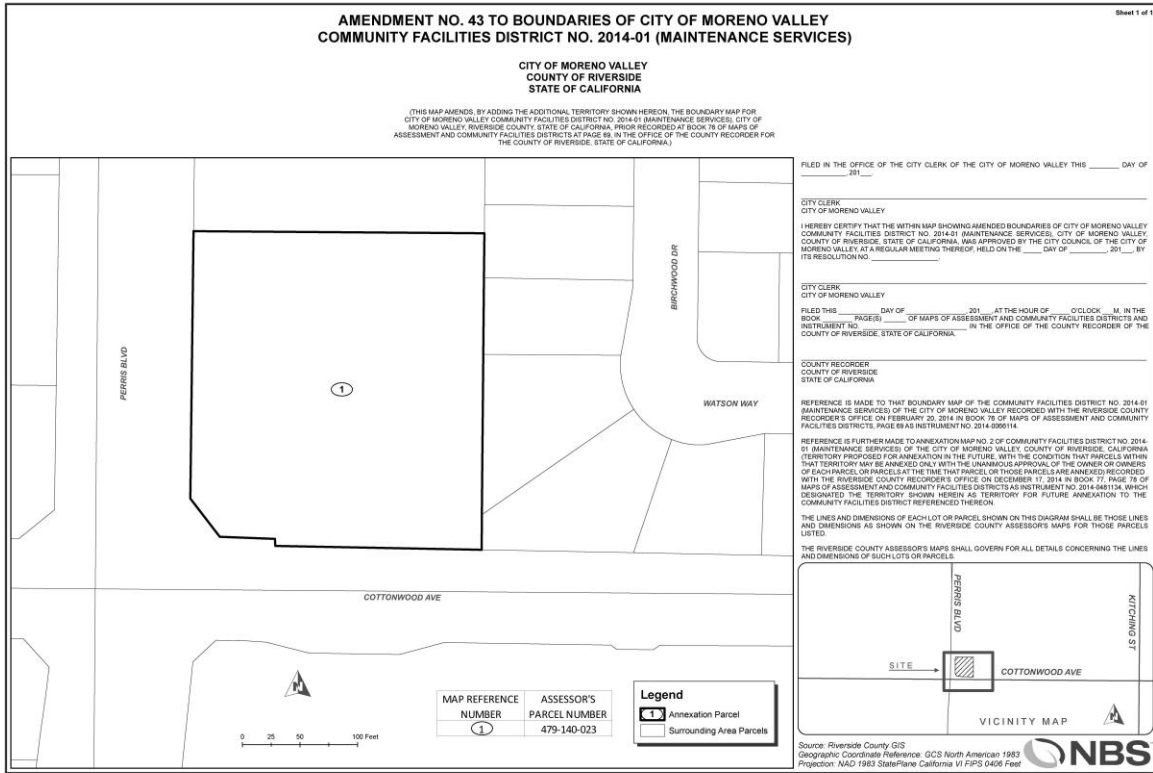
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 43	479-140-023	Street Lighting for Property Other than Single-Family Residential	SL-02
		Landscaping for Property Other than Single-Family Residential	LM-02(A)
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

Resolution No. 2019-5
Date Adopted: November 19, 2019

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

6
Resolution No. 2019-____
Date Adopted: November 19, 2019

RESOLUTION NO. 2019-___

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

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 889 designated the entire territory of the City as a future annexation area for the CFD and approved the second amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcel(s) listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcel(s) (the "Annexation Parcel(s)") to the CFD; and

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 44 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel(s) to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Annexation Approved. The Annexation Parcel(s) are hereby added to and part of the CFD with full legal effect. The Annexation Parcel(s) are subject to the

1

Resolution No. 2019-___
Date Adopted: November 19, 2019

Special Tax associated with the Tax Rate Area(s) indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the "Services") provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

The Annexation Parcel(s) will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel(s) associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision,

2
Resolution No. 2019-____
Date Adopted: November 19, 2019

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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 19th day of November, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2019-3
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2019-___ 4
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 44	263-230-012 263-230-013	Landscaping for Property Other than Single-Family Residential	LM-02(B)
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

5
Resolution No. 2019-____
Date Adopted: November 19, 2019

EXHIBIT B

**AMENDMENT NO. 44 TO BOUNDARIES OF CITY OF MORENO VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)**

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, FIRST RECORDED AT BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), 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 ____ DAY OF ____ 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS ____ DAY OF ____ 201__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ (PAGE) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 89 AS INSTRUMENT NO. 2014-0906114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNERS OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 11, 2014 IN BOOK 17, PAGE 79 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	263-230-012
②	263-230-013

Legend

- ① Annexation Parcels
- Surrounding Area Parcels

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD83 StatePlane California VI FIPS 4408 Feet

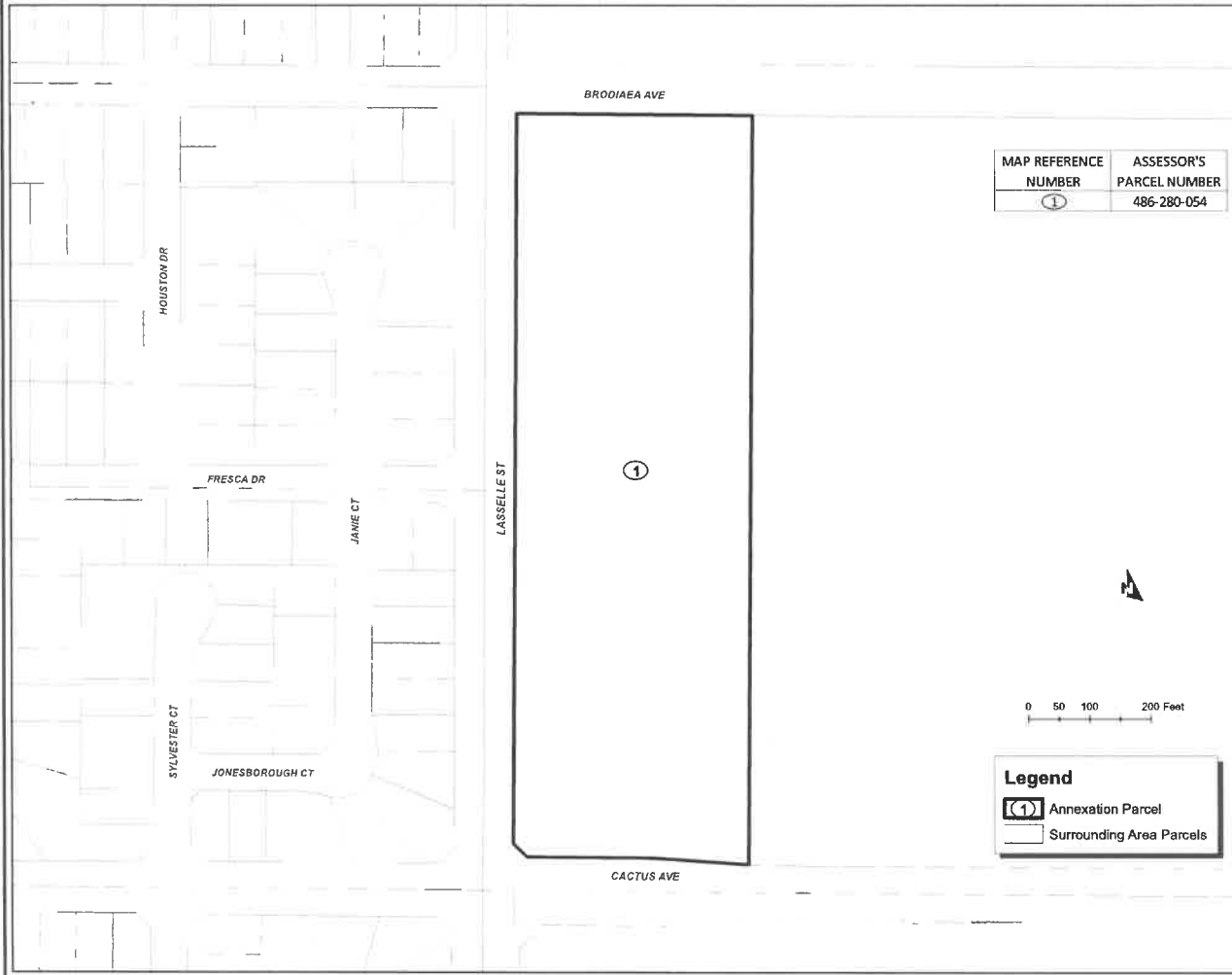
Attachment: Resolution Ordering Annexation - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

6
Resolution No. 2019-____
Date Adopted: November 19, 2019

AMENDMENT NO. 38 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

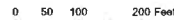
(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	486-280-054

Legend

- ① Annexation Parcel
- Surrounding Area Parcels



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), 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 ____ DAY OF ____ 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS ____ DAY OF ____ 201__, AT THE HOUR OF ____ O'CLOCK ____ M, IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

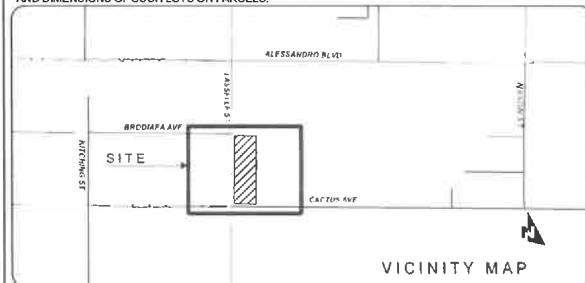
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-0066114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map CFD 2014-01 - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER

AMENDMENT NO. 39 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), 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 ____ DAY OF ____ 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS ____ DAY OF ____ 201__ AT THE HOUR OF ____ O'CLOCK ____ M, IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

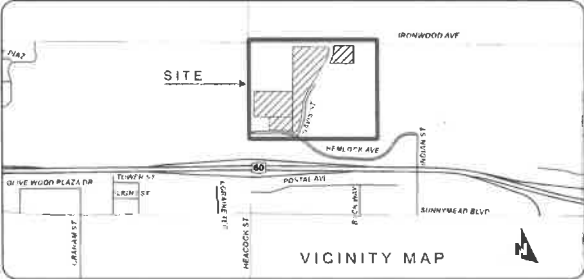
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-0066114.

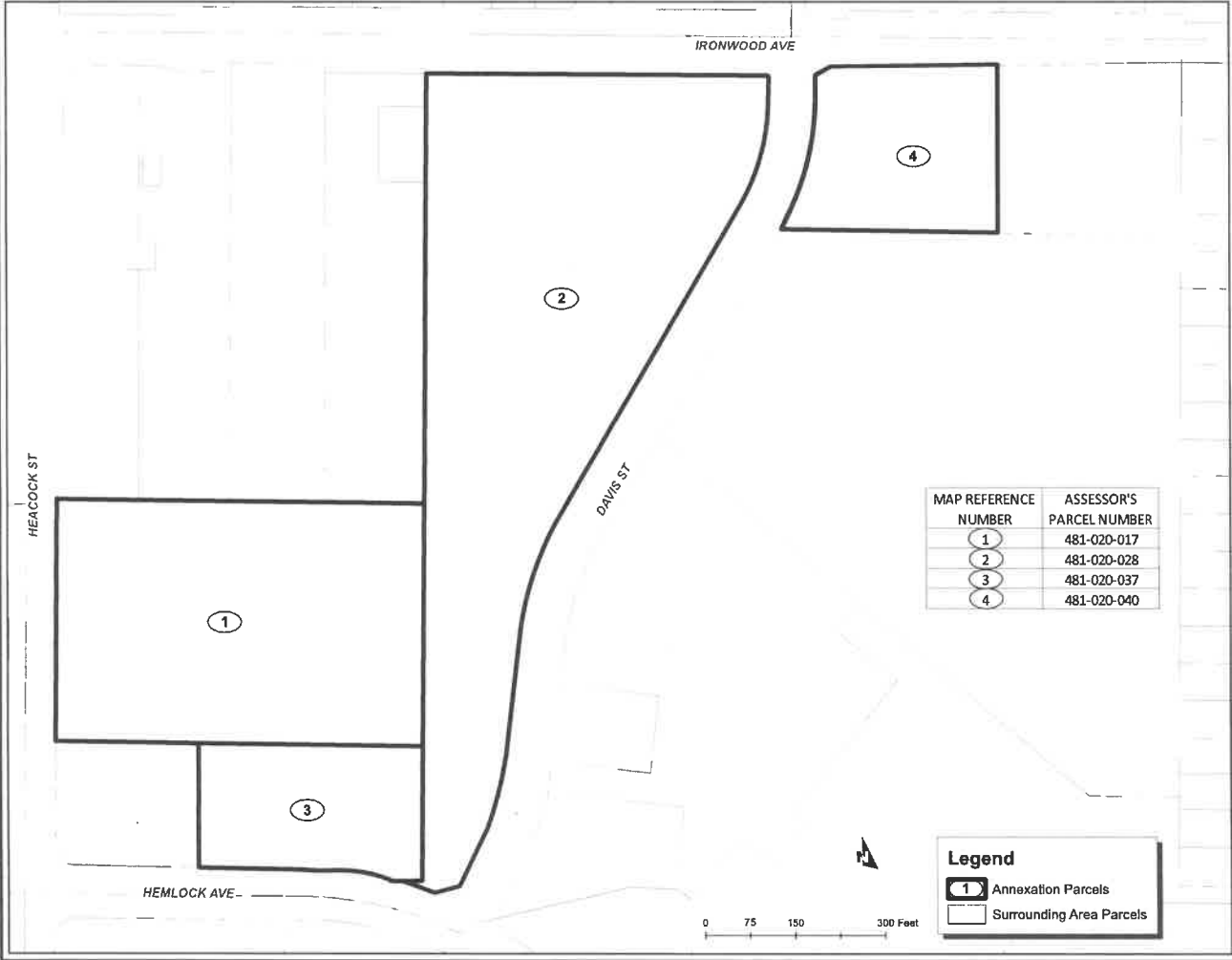
REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

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THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0405 Feet



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	481-020-017
2	481-020-028
3	481-020-037
4	481-020-040

Legend

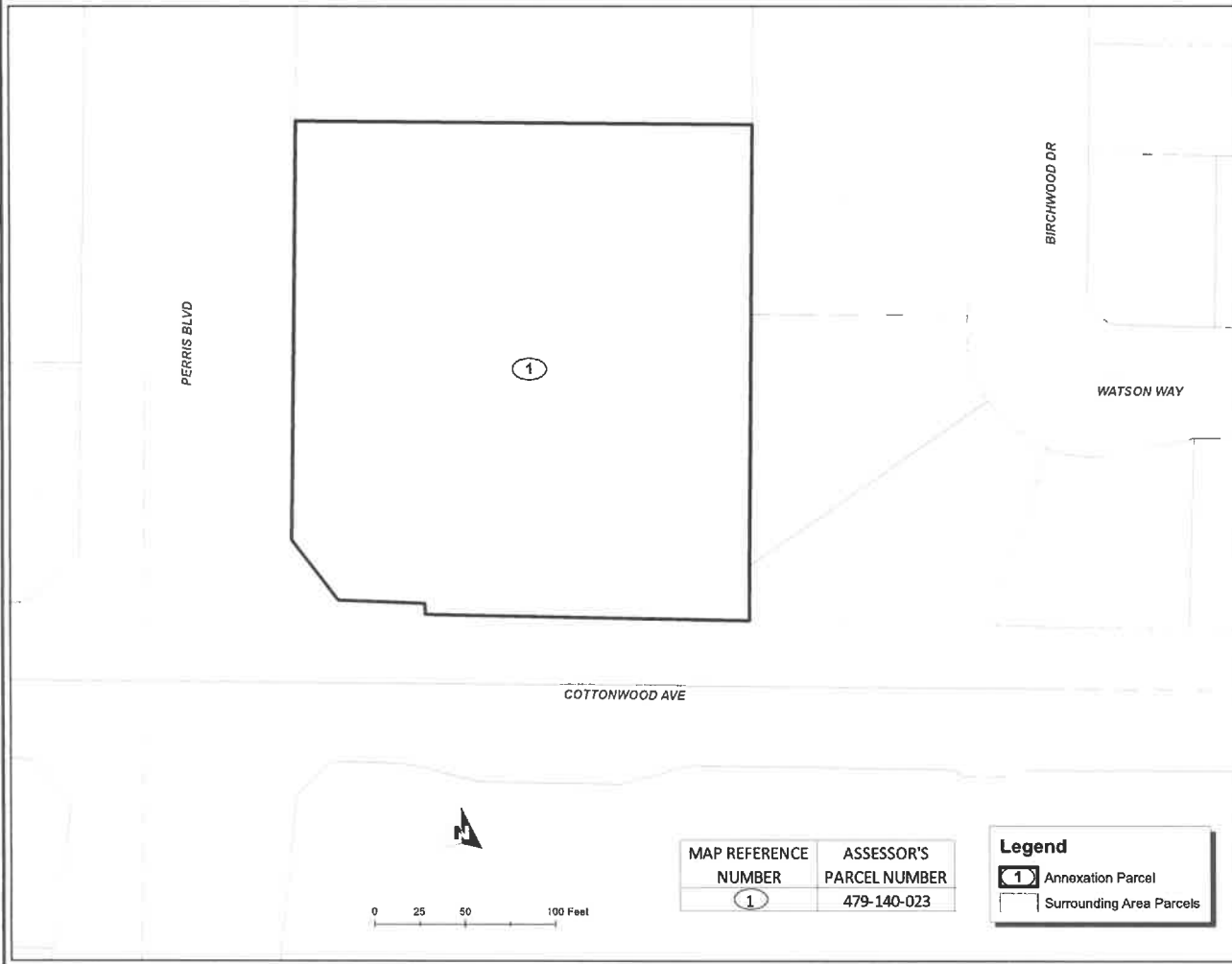
- 1 Annexation Parcels
- Surrounding Area Parcels

Attachment: Boundary Map CFD 2014-01 - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER

AMENDMENT NO. 43 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	479-140-023

Legend

- 1 Annexation Parcel
- Surrounding Area Parcels

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), 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 ____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 201__, AT THE HOUR OF ____ O'CLOCK ____ M., IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

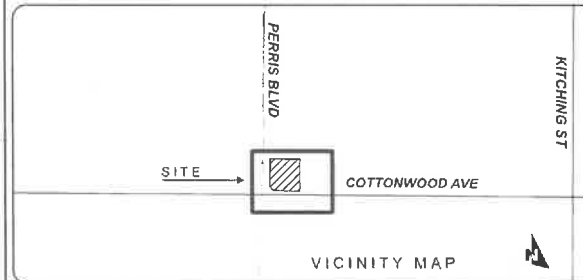
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-006614.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

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Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet

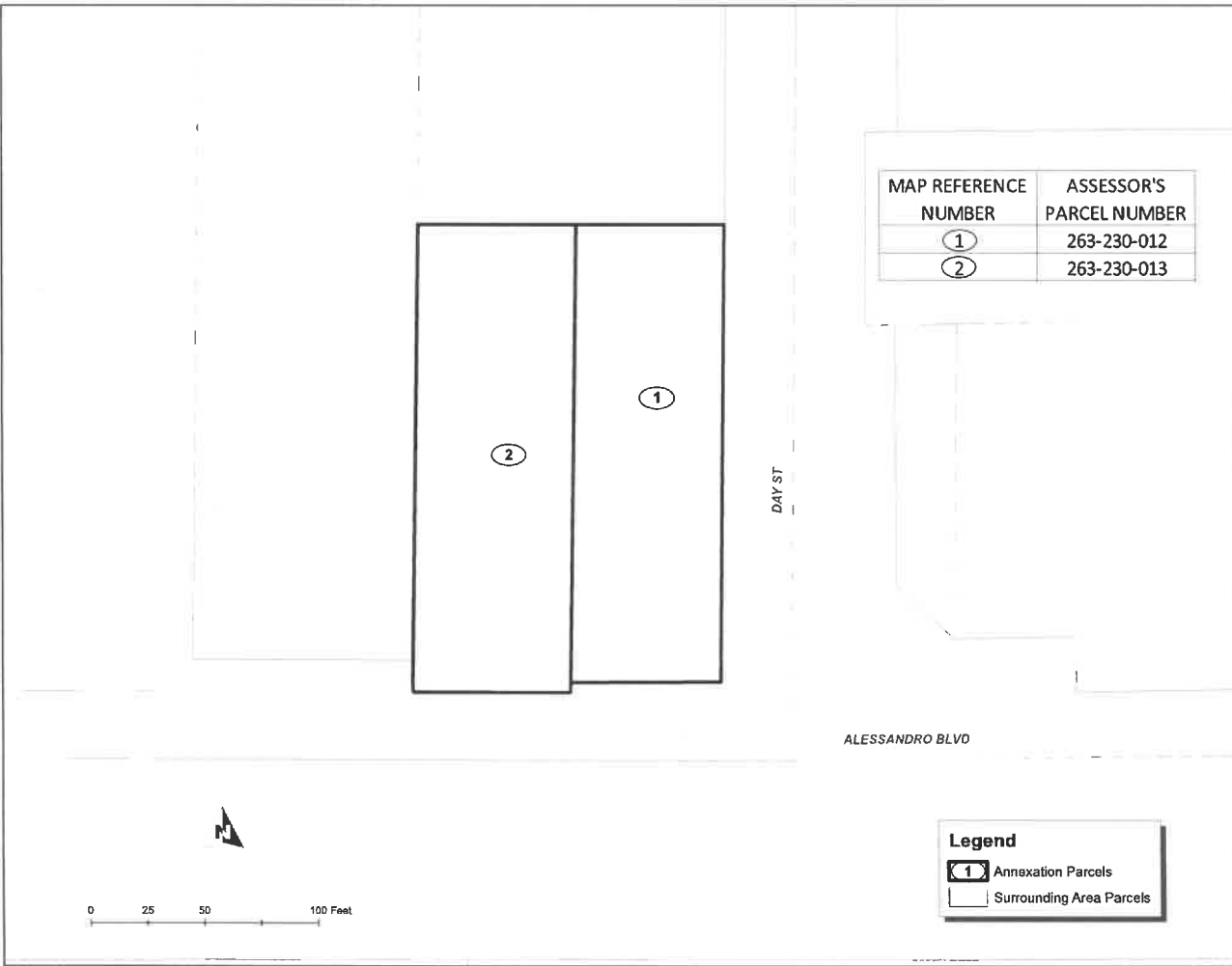


Attachment: Boundary Map CFD 2014-01 - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER

AMENDMENT NO. 44 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 99, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	263-230-012
②	263-230-013

Legend

- ① Annexation Parcels
- ▭ Surrounding Area Parcels

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____ 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), 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 ____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 201__, AT THE HOUR OF _____ O'CLOCK ____ M., IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 99 AS INSTRUMENT NO. 2014-066114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

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Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map CFD 2014-01 - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER


**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 7, 2019**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. **38**

WITNESS my hand this **7th** day of **October**, 2019.

for 

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 38 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 17, 2019**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 39

WITNESS my hand this **17th** day of **October**, 2019.

for Regina Flores
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 39 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 21, 2019**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 43

WITNESS my hand this **21st** day of **October**, 2019.

for Regina Flores

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 43 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 21, 2019**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. **44**

WITNESS my hand this **21st** day of **October**, 2019.

for Regina Flores
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 44 (3715 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: November 19, 2019

TITLE: MAYORAL APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the following Mayoral appointment:

ARTS COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Sofia Bell	Member	Ending 06/30/21

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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

- 1. Sofia Bell_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/13/19 8:02 AM
City Attorney Approval	<u>✓ Approved</u>	11/13/19 12:41 PM
City Manager Approval	<u>✓ Approved</u>	11/13/19 5:00 PM

CITY CLERK
MORENO VALLEY
RECEIVED

19 APR 15 PM 2: 52

For City Clerk's Use
Stamp Date and Time Received



City of Moreno Valley

Boards and Commissions

Membership Application Form

Name: Sofia Bell

Home Address: [REDACTED]
Moreno Valley, CA 92557

How long have you resided in Moreno Valley? 4 years

CONFIDENTIAL INFORMATION

Home Phone No.: n/a Driver's License No.: [REDACTED]
Work Phone No.: n/a Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: Currently Unemployed Position: n/a

Address: n/a

Board or Commission applying for*: 1st Choice Arts Commission
2nd Choice Library Commission

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:
 Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:
 Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?
I would like to help with creating more community based activities for artists to express their talents, and contribute to artists using their talents to make Moreno Valley feel more inspiring, beautiful, and uplifting.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

I'm currently a registered student at Riverside City College, and presently pursuing a major in Illustration and a minor in marketing. I have previous experience with being a supervising manager, which taught me hands-on experience with leadership, creative problem solving, and team work facilitation.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

The Arts Commission promotes educational and artistic activities for the City to participate in, with the interaction of artists. Recommendations such as grants, service organizations and community art projects will be made for the City Council.

What do you hope to accomplish by your participation?
I hope to gain a greater understanding of community involvement with art. Also, I hope to broaden my understanding of what art can accomplish on a wider scale.

RECEIVED
MORNO VALLEY
CITY CLERK

List any employment, volunteer work, or membership in a service/community organization that you have served on, or are now a member of. Please provide the name(s) of the agency (ies), contact person, and dates served:

At RCC, I regularly attend the 'Ujima Club.' In the club we discuss African American student wellness and participate in community service activities. There's an 'Ujima Clean the Bay' community service opportunity that I will be attending on the 20th of April. I've been attending this club since February 2019. If you would like any further information you may contact the Ujima advisor Professor Miguel Reid. (miguel.reid@rcc.edu)

What other areas of interest do you have in our City government?

While I don't have any further interests, I'm open minded to learning more.

Would you be available for meetings during the day or evening?

Attendance of at least one (1) meeting is required prior to the appointment.

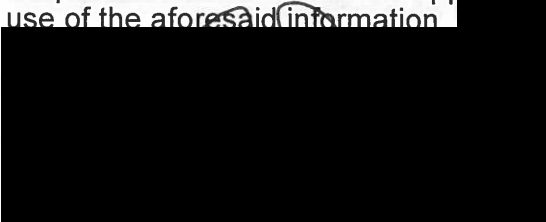
Date(s) of the meeting(s) attended: Anticipated meeting attendance on 04/24/2019

Pursuant to Resolution 2016-42 all board and commission members must be registered voters of the City of Moreno Valley.

I authorize the City of Moreno Valley to obtain and review, on a confidential basis, such information regarding me as may be contained in the California State Summary Criminal History and in records of the California Department of Motor Vehicles. Yes No (The application shall not be considered if the NO box is checked.)

I hereby agree to attend all board or commission meetings, unless excused, and understand that I may be removed for lack of attendance, pursuant to Municipal Code, Subsection 2.06.010(C) which states, "If a member is absent without advance permission of the board or commission or of the appointing authority, from three consecutive regular meetings or from 25% of the duly scheduled meetings of the board or commission within any fiscal year, the membership shall thereupon become vacant and shall be filled as any other vacancy."

CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability for the use of the aforesaid information.



04/08/2019

Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: November 19, 2019

TITLE: REPORT OF APPROVED SALARY CHANGES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the attached Report of Approved Salary Changes.

DISCUSSION

As part of the City of Moreno Valley's ongoing commitment to enhance transparency, the attached list shows permanent salary changes approved over the past month.

This report provides information associated with approved actions (e.g. promotions, changes of assignment, reclassifications, merit increases) which took effect over the past month (or since the last monthly report).

FISCAL IMPACT

All approved salary changes were consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Report of Approved Salary Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/07/19 1:02 PM
City Attorney Approval	<u>✓ Approved</u>	11/12/19 1:44 PM
City Manager Approval	<u>✓ Approved</u>	11/12/19 3:15 PM

Report of Approved Salary Changes: November 19, 2019

<u>Position</u>	<u>Previous Salary Range/Step</u>	<u>Approved Salary Range/Step (Adjusted)</u>	<u>Qualifying Event</u>
Animal Control Officer	C15/F	C15/G	Merit Increase
Animal Services Assistant	C10/E	C10/F	Merit Increase
Executive Assistant	C19/F	C19/G	Merit Increase
Fleet & Facilities Maintenance Supervisor	C27/D	C27/E	Merit Increase
Maintenance Worker II	C15/E	C15/F	Merit Increase
Maintenance Worker II	C15/F	C15/G	Merit Increase
Maintenance Worker II	C15/C	C15/D	Merit Increase
Management Aide	C18/G	C18/H	Merit Increase
Management Analyst	C24/A	C24/B	Merit Increase
Senior Administration Assistant	C17/E	C17/F	Merit Increase
Senior Administration Assistant	C17/A	C17/B	Merit Increase
Senior Construction Inspector	C23/E	C23/F	Merit Increase
Senior Construction Inspector	C23/H	C23/I	Merit Increase
Storekeeper	C14/G	C14/H	Merit Increase
Telecommunications Technician	C20/D	C20/E	Merit Increase

Merit Increases: Movement from Salary Steps A-G reflect a 5% annual increase. Movement to Steps H-I reflects a 2.5% annual increase

Attachment: Report of Approved Salary Changes (3731 : REPORT OF APPROVED SALARY CHANGES)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: November 19, 2019

TITLE: APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC
FOR LEASE OF RETAIL SPACE FOR A LIBRARY

RECOMMENDED ACTION

Recommendations:

1. Approve in principle an agreement and associated real estate documents with Iris Partners, LLC 9, (subject to additional modifications as approved by the City Manager and City Attorney) for the lease of retail space in Iris Plaza for a branch of the Moreno Valley Public Library for an amount not to exceed \$1,260,000 (\$140,000 per year for up to nine (9) years) and authorize the City Manager to execute the agreement.
2. Authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services fund for \$56,517 to cover the security deposit (\$9,850) and the lease of the library branch space (\$46,667) during four months of tenant improvements.
3. Authorize the City Manager to execute any subsequent related amendments to the contract with Iris Partners, LLC, during the life of the contract, subject to approval by the City Attorney.

SUMMARY

It is recommended that the City Council approve an agreement with Iris Partners to lease 4,128 square feet of retail space in Iris Plaza on the southeast corner of Iris Avenue and Perris Boulevard. This retail space will be converted to the City's second satellite library branch. Iris Partners have agreed to a five (5) year lease with two optional two (2) year extensions; the optional extensions are at the City's discretion. Lease payments will be \$140,000 per year and will be paid from the Library Services fund. The attached Lease document may undergo some minor modifications subject to approval of City Manager and City Attorney.

It is also recommended that the City Council authorize an amendment to the FY 2019/20 budget to pay the required security deposit and for leasing the Iris Plaza site during four (4) months of tenant improvement construction. The Library Services fund has a balance sufficient to absorb these costs.

Lastly, it is recommended that the City Council authorize the City Manager to execute the final lease documents, associated real estate agreements, and any related amendments that may arise during the term of the lease agreement. Delegating these approvals to the City Manager will ensure the most expeditious schedule to opening the library branch.

The Iris Plaza branch of the Moreno Valley Public Library is tentatively scheduled to open in July 2020.

DISCUSSION

The City has maintained a library since taking over the Moreno Valley branch of the Riverside County Library on July 1, 1998. On December 21, 2017, the City Council opened the City's first library branch at the Moreno Valley Mall. In April 2019, the City Council directed staff to initiate a search to locate a second branch of the library system, preferably in the southeast portion of the City. A suitable site has been located southeast of the intersection of Iris Avenue and Perris Boulevard; the address is 16170 Perris Boulevard, Suites C2-C4.

This location fulfills the Council's direction to target an area of the City where there is a large concentration of library cardholders but is not close to existing library branches. This location is further attractive because it is:

- located within a mile of seven (7) preschool, elementary and middle schools;
- located on several RTA (Riverside Transit Authority) bus routes;
- located in a retail center so that library patrons may conveniently shop in Moreno Valley; and
- located next to a complimentary retail site - a coffee shop.

While the FY 2020/21 Budget funds the operating expenses for an additional branch of the library starting in July 2020, the FY2019/20 budget does not currently fund a lease for the library location in the months leading up to the opening of an additional branch. Tenant improvements and installation of furniture, book stacks, collection materials, etc. will take several months to complete.

The schedule to open the Library in July 2020, indicates approximately four (4) months of tenant improvements and move-in activity. Since a lease is an operational expense, the Library Services construction budget, which is funded by Development Impact Fees, cannot be used for this purpose. A budget amendment is needed to fund the security deposit and lease of the selected site during the tenant improvement period.

The budget amendment will be funded by the existing balance in the Library Services fund. The Library Services fund is a dedicated fund that consists mainly of dedicated proceeds from property taxes but does receive approximately \$475,000 in General Fund subsidies each fiscal year to cover library operating expenses.

ALTERNATIVES

1. Approve and authorize the City Manager to execute an agreement and associated real estate documents with Iris Partners, LLC for the lease of retail space in Iris Plaza for a branch of the Moreno Valley Public Library for an amount not to exceed \$1,260,000 (\$140,000 per year for up to nine (9) years); authorize an amendment to the Fiscal Year 2019/20 budget from the Library Services fund for \$56,517 to cover the security deposit (\$9,850) and the lease of the Library branch space (\$46,667) during the tenant improvement construction period; and authorize the City Manager to execute any subsequent related amendments to the contract with Iris Partners, LLC during the life of the contract, subject to approval by the City Attorney. *Staff recommends these actions to allow the City to open a third branch of the Library in an expedient and fiscally responsible manner.*
2. Do not approve the lease agreement with Iris Partners, LLC, the budget adjustment, or delegated authority to approve subsequent amendments. *Staff does not recommend this action as it would not enable the City to expand the Library System by adding a second branch.*

FISCAL IMPACT

Funding for operating an additional library branch as recommended is fully supported by the FY 2020/21 Budget as adopted by the City Council. The budget adjustment enumerated below will fund the library site lease during the tenant improvement period in FY 2019/20.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Library Operations	Library Fund	5010-30-56-18510-625099	Exp	\$1,866,796	\$56,517	\$1,923,313

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Steve Hargis
Strategic Initiatives Manager

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 3.2: Expand the library's technology program to enhance job readiness in our community.

Objective 3.3: Partner with outside organizations to expand the range of workshops and programs provided to the community.

ATTACHMENTS

- 1. Lease City of Moreno Valley Iris 11-13-19-Final

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/13/19 9:53 AM
City Attorney Approval	<u>✓ Approved</u>	11/14/19 1:34 PM
City Manager Approval	<u>✓ Approved</u>	11/14/19 1:58 PM

SHOPPING CENTER RETAIL LEASE

by and between

IRIS PARTNERS, LLC,
a California limited liability company

"Landlord"

and

CITY OF MORENO VALLEY,
A California municipal corporation

"Tenant"

TABLE OF CONTENTS

Table with columns: Article, Page. Lists articles I through XXIII and Exhibits A through I with corresponding page numbers.

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

SHOPPING CENTER RETAIL LEASE

THIS SHOPPING CENTER RETAIL LEASE ("Lease") is dated March 1, 2020 ("Effective Date"), and entered into by and between IRIS PARTNERS, LLC, a California limited liability company ("Landlord"), and CITY OF MORENO VALLEY, a California municipal corporation ("Tenant").

ARTICLE I-FUNDAMENTAL LEASE PROVISIONS

1.1 Definitions. For purposes of this Lease, the following terms shall have the following meanings:

Center: That certain shopping center which Landlord has constructed in the City of Moreno Valley, County of Riverside, State of California. (See Article II and Exhibit "A".)

Premises: That certain space having approximately Four Thousand One Hundred Twenty-eight (4,128) square feet of floor area located in Pad C, Suite C2-C4, as shown on the Site Plan attached hereto as Exhibit "A".

Use of Premises: Public Library branch and related services, but for no other use or purpose without Landlord's prior written consent.

Trade Name: Moreno Valley Public Library

Lease Term: Five (5) years, with two Two (2) year options to extend. (See Section 3).

Rental Commencement Date: After delivery to Tenant of Landlord's notice that the Landlord's Work in the Premises has been substantially completed in accordance with Exhibit "C".

Minimum Annual Rent: Year 1-5: One Hundred Eighteen Thousand Two Hundred Four and 16/100 Dollar (\$118,204.16), payable in monthly installments of Nine Thousand Eight Hundred Fifty and 35/100 Dollars (\$9,850.35).

Option: Year 6-9: One Hundred Eighteen Thousand Two Hundred Four and 16/100 Dollar (\$118,204.16), payable in monthly installments of Nine Thousand Eight Hundred Fifty and 35/100 Dollars (\$9,850.35). (See Section 4.1.) Multi-year contracts are subject to annual budget appropriations as authorized by the City Council. In the event that the City Council reduces or fails to allocate funding for the Agreement in any budget year after the initial term, this Agreement will terminate at the end of the last fiscal year for which funding had been appropriated.

Common Area Maintenance, Insurance, Property Taxes, Marketing Fund Charges: Year 1-5: Twenty-One Thousand Seven Hundred Ninety-Five and 84/100 Dollar (\$21,795.84), payable in monthly installments of One Thousand Eight Hundred Sixteen and 32/100 Dollars (\$1,816.32).

Option: Year 6-9: Twenty-One Thousand Seven Hundred Ninety-Five and 84/100 Dollar (\$21,795.84), payable in monthly installments of One Thousand Eight Hundred Sixteen and 32/100 Dollars (\$1,816.32).

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Percentage Rent: OMITTED

Security Deposit: Nine Thousand Eight Hundred Fifty and 35/100 Dollars (\$9,850.35). (See Section 4.3.)

Address for Notices:
(Article XXI)

To Landlord: IRIS PARTNERS, LLC
2005 Winston Court
Upland, California 91784
Attn: Wes Fifield

To Tenant: Thomas M. DeSantis, City Manager
City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805

1.2 Exhibits. The following drawings, documents and provisions are attached hereto as Exhibits and incorporated herein by this reference:

- Exhibit "A":** General site plan of the Center which Landlord has constructed. Tenant acknowledges that Landlord may unilaterally change the shape, size, location, number and extent of the improvements to any portion of the Center without Tenant's consent.
- Exhibit "B":** Floor Plan of the Premises.
- Exhibit "C":** Description of work to be performed by Landlord ("**Landlord's Work**") and by Tenant ("**Tenant's Work**") in or on the Premises. The Premises shall be constructed pursuant to and in accordance with the procedures outlined in Exhibit "C".
- Exhibit "D":** Guarantee of Lease.
- Exhibit "E":** Estoppel Certificate.
- Exhibit "F":** Sign Criteria.
- Exhibit "G":** Rules and Regulations.
- Exhibit "H":** Subordination and Nondisturbance Agreement.
- Exhibit "I":** Inspection Certificate for ADA by CASp.

ARTICLE II-PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Premises are situated within the Center as delineated in **Exhibits "A"** and **"B"** hereof. All measurements of the Premises shall be made from the outside of exterior walls and from the center of the interior demising partitions, including those measurements to establish the length and width of the Premises. Deductions shall not be allowed for columns, sprinkler risers, roof drains, vents, piping, wastelines, conduit, ventilation shafts and related items serving the other tenant spaces.

This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration of this Lease to keep and perform each and all of such terms, covenants and conditions to be kept and performed by it.

Landlord and Tenant agree that, within five (5) days after Tenant takes possession of the Premises, Landlord shall have the right, but not the obligation, to cause its architect to remeasure the Premises. In the event the number of square feet of floor area in the Premises as determined by such remeasurement is different from the number of square feet of floor area specified in Section 1.1 hereof, Landlord and Tenant shall enter into an amendment to this Lease to reflect the actual number of square feet of floor area and a proportionate adjustment of Minimum Annual Rent and other charges which are calculated based on the number of square feet of floor area.

ARTICLE III-TERM

3.1 Commencement of Term. The Lease shall be effective as of the Effective Date and shall continue thereafter for the period of the Lease Term set forth in Section 1.1 above, which Lease Term shall be computed from the first day of the first full calendar month immediately following the Rental Commencement Date or from the Rental Commencement Date if the Rental Commencement occurs on the first day of the month, unless sooner terminated as hereinafter provided. The term "**Lease Year**" shall mean each consecutive twelve (12) month period from and after the Rental Commencement Date until expiration of the Lease Term. The term "**Lease Term**" shall collectively mean the original Lease Term and any exercised extended term. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises upon substantial completion of the "**Landlord's Work**" as described in **Exhibit "C"**. Notice from Landlord of substantial completion of Landlord's Work in the Premises in accordance with **Exhibit "C"** hereof shall be conclusive and binding upon the parties hereto. If Landlord inadvertently fails to give Tenant such notice prior to Tenant taking possession of the Premises, such notice shall be deemed given as of the date Tenant takes possession of the Premises. In the event that Landlord has not delivered possession of the Premises within three (3) years from the date hereof, this Lease shall automatically terminate, and Landlord and Tenant shall be relieved from any and all liability hereunder. Such automatic termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure to complete Landlord's Work on a timely basis.

3.2 Tenant's Certificate. Within ten (10) days after the Rental Commencement Date, or at any other time during the Lease Term within ten (10) days following request in writing by Landlord, Tenant will execute and deliver to Landlord a certificate substantially in the form attached hereto as **Exhibit "E"** indicating therein any exceptions thereto which may exist at that time. The failure of Tenant to execute and deliver such certificate on a timely basis shall constitute an automatic acceptance of the Premises and an express acknowledgment by Tenant that the statements included in **Exhibit "E"** are true and correct, without exception.

3.3 Tenant's Work. Except as set forth in **Exhibit "C"**, Tenant shall commence Tenant's Work within thirty (30) days following the notice from Landlord described in Section 3.1 above that Landlord's Work has been substantially completed. Tenant, at its sole expense, shall diligently perform all of Tenant's Work as set forth in **Exhibit "C"** and shall equip the Premises with all trade fixtures and personal property suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. All materials, furnishings, trade fixtures, personal property, furniture and fixtures shall be new or of like-new quality.

3.4 Option. Tenant may extend the term of the Lease for Two (2) additional periods of Two (2) years ("**Option**"), upon all the terms and conditions of the Lease, subject to the following terms, conditions and exceptions:

A. Tenant shall notify Landlord in writing of Tenant's desire to exercise an Option at least six (6) months but not more than twelve (12) months prior to the expiration of the initial Lease Term or the then-existing Option, whichever is applicable.

B. If Tenant is in default under any of the terms and conditions of the Lease beyond any applicable cure period on the date of giving written notice to exercise an Option or on the date such Option commences, such notice or such term, as applicable, shall be null and void and have no effect.

C. The Option(s) are personal to Tenant and shall not be assigned or transferred without Landlord's prior written consent, unless made in conjunction with a Transfer of this Lease already approved by Landlord or as permitted under Article 12.

D. The Minimum Annual Rent for the Option shall be per Section 1.1.

ARTICLE IV-RENT

4.1 Minimum Annual Rent. Tenant agrees to pay to Landlord, at the times and in the manner herein provided, the Minimum Annual Rent specified in Section 1.1 above. Minimum Annual Rent shall be payable in advance in twelve (12) equal monthly installments on the first day of each calendar month, without demand or offset, commencing upon the Rental Commencement Date as provided in Section 1.1 above. If the Rental Commencement Date falls on a day of the month other than the first day of such month, the rental for the first fractional month shall accrue on a daily basis for the period from the date of such commencement to the end of such fractional calendar

month at a rate equal to 1/365th of the Minimum Annual Rent per day. Common Area Expenses, taxes, insurance and all other charges required to be paid by Tenant on a monthly basis shall be prorated on the same basis as Minimum Annual Rent. Upon delivery of the executed Lease by Tenant to Landlord, Tenant shall pay to Landlord the Security Deposit and first month's Minimum Annual Rent in advance.

4.2 Minimum Annual Rent Adjustment. OMITTED

4.3 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit set forth in Section 1.1 hereof. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease including, but not limited to, any provision relating to the payment of rent, Landlord may (but shall not be required to) use, retain and apply all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, liability, or damage which Landlord may suffer as a result of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord in cash or a cashier's check an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a material default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following the expiration of the Lease Term or vacation of the Premises by Tenant, whichever event occurs last. In the event of a termination of Landlord's interest in this Lease, the Security Deposit, or any portion thereof not previously applied, may be released by Landlord to Landlord's transferee and, if so released, Tenant agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this Section 4.3 and the return thereof in accordance herewith. The holder of a mortgage or the beneficiary of a deed of trust encumbering the property which includes the Premises shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not such holder or beneficiary succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been actually received by such holder or beneficiary.

4.4 Percentage Rent: OMITTED

4.5 Statement of Net Sales. OMITTED

4.6 Taxes and Insurance Expenses. Commencing upon the Rental Commencement Date and for the balance of the Lease Term, Tenant shall pay to Landlord amounts designated herein as "**Taxes**" (as defined in Section 4.7 hereof) and insurance expenses allocable to the Premises. "Insurance expenses" shall mean the cost to Landlord concerning any policy or policies of insurance carried by Landlord pursuant to Section 7.6 hereof on the building of which the Premises are a part (excluding Tenant's leasehold improvements) which are allocable to the Premises as provided herein. During any portion of the Lease Term which is less than a full year, Tenant's obligation for Taxes and insurance expenses shall be prorated on a daily basis. Tenant shall pay its Proportionate Share (as defined in Section 16.2) of all Taxes assessed against the Center.

4.7 Definition of Real Property Taxes. As used herein, the term "Taxes" shall include the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds and appeals for the period covered during the Lease Term, general real property and improvement taxes, any form of assessment, re-assessment, license fee, license tax, business license tax, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition whatsoever or at all, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, or any agency or public body, as against any legal or equitable interest of Landlord in the Premises and/or the Center including, but not limited to:

A. any tax on Landlord's rent, right to rent or other income from the Premises or as against Landlord's business of leasing the Premises;

B. any assessment, tax, fee, levy or charge in addition to, or in partial or total substitution of any assessment, tax, fee, levy or charge previously included within the definition of real property tax. Tenant and Landlord acknowledge that Proposition 13 was adopted by the people of the State of California in June 1978 and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges and all similar assessments, taxes, fees, levies and charges be included within the definition of Taxes for the purposes of this Lease;

C. any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder including, but not limited to, any gross income tax with respect to the receipt of such rent, or upon or concerning the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises, or any portion thereof, by Tenant;

D. any assessment, tax, fee, levy, or charge upon this lease transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; and

E. any assessment or reassessment related to any change of ownership of any interest in the Center or portion thereof held by Landlord, or any addition or improvement to the Center or a portion thereof.

Taxes shall not include Landlord's federal or state income, franchise, inheritance or estate taxes.

With respect to any assessment which may be levied against or upon the Premises and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in annual installments, there shall be included within the definition of Taxes, with respect to any tax fiscal year, only the amount currently payable on such bonds, including interest, for such tax fiscal year, or the current annual installment or semi-annual installments for such tax fiscal year.

4.8 Tax and Insurance Fund. Tenant shall pay to Landlord on the first day of each calendar month such amounts as Landlord shall from time to time estimate and so notify Tenant as are required for Landlord to establish a non-interest bearing fund with which to pay tax and insurance expenses prior to delinquency except that, with respect to the first year's insurance expenses, Tenant shall pay its pro-rata share of such expenses concurrently with the first monthly installment of the Minimum Annual Rent or at such later time as Landlord may designate. Tenant's pro-rata share of Taxes payable pursuant to Article XVI hereof may also be treated as Taxes pursuant to this Article. Landlord shall deliver to Tenant at least once annually a statement setting forth the actual Taxes and insurance expenses allocable to the Premises together with the basis used by Landlord for computing same. If such actual expenses exceed Tenant's payments hereunder, Tenant shall pay the deficiency to Landlord within five (5) days after receipt of such statement. If payments made by Tenant for such year exceed such actual expenses, Landlord shall have the option of (a) paying such excess to Tenant upon Landlord's delivery of such statement; or (b) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses.

4.9 Other Charges. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Article, Article XIV and Article XVI, and all other sums of money or charges required to be paid by Tenant under this Lease as additional rent, whether or not the same is designated as additional rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Annual Rent thereafter falling due. The foregoing notwithstanding, nothing herein contained shall be deemed to suspend or delay the payment by Tenant of any amount of money or charge at the time same becomes due and payable hereunder, or limit any other right or remedy of Landlord. If Tenant shall fail to pay, when due, any rent or other charge, such unpaid amount shall bear interest at six percent (6%) per annum, or the maximum lawful rate, whichever is less, from the date due through the date of payment.

4.10 Place of Payment. All rent and other charges shall be paid by Tenant to Landlord at the address specified for service of notice upon Landlord in Section 1.1 of this Lease, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date.

4.11 Definition of Net Sales. OMITTED

ARTICLE V-PERMITTED USE

5.1 Permitted Uses.

A. Tenant shall use the Premises solely for the purpose and under the trade name specified in Section 1.1 hereof, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant further covenants and agrees that it will not use, nor suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose contrary to the Rules and Regulations of the Center as set forth in **Exhibit "G"** hereof, as same may be amended by Landlord from time to time, or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local, municipal or county governing bodies or any other lawful governmental or quasi-governmental authorities having jurisdiction over the Center, or in violation of any regulations of any insurance carrier providing insurance for the Premises or Center.

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

B. Tenant agrees not to conduct or operate its business in any manner which could jeopardize or increase the rate of any fire or other insurance on the Premises or Center or to engage in conduct which may constitute a nuisance to, or interfere with, the other property of Landlord or its business, or the property or business of other tenants of the Center. Tenant may not display or sell merchandise, or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls or roof or permanent doorways of the Premises, or in the hallways. Any sign placed or erected by Tenant and permitted hereunder shall be kept by Tenant safe, secure and in conformance with the requirements of the local governing body having jurisdiction over the Center and each of the restrictions and requirements set forth in Exhibit "F" hereof. No aerial or antenna shall be erected on the roof or exterior walls of the Premises without, in each instance, the prior written consent of Landlord. Any aerial or antenna so installed without such written consent shall be subject to removal by Landlord, Landlord's agents, and Landlord's employees, without notice at any time. In addition, Tenant agrees that it will not solicit in any manner in any of the automobile parking and Common Areas of the Center.

C. Tenant shall use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises prior to 10:00 A.M. of each day, and to prevent delivery trucks or other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord reserves the right to further reasonably regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further reasonable rules and regulations which Landlord may impose from time to time.

D. In the event Tenant violates Section 5.1A above and changes the use of the Premises from that specified in the "Use of Premises" clause in Section 1.1 hereof, then Landlord may, in addition to the remedies set forth in Article XVII hereof terminate this Lease upon written notice to Tenant. If this Lease shall be so terminated by Landlord, both Landlord and Tenant shall be relieved of all further liability to each other, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant.

ARTICLE VI-UTILITIES

6.1 Utility Installation. Landlord agrees that it will cause to be made available to Tenant upon or adjacent to the Premises, facilities for the delivery to the Premises of water, power, electricity, and telephone service, and for the removal of sewage from the Premises, all as provided in **Exhibit "C"**. Such utilities, except for water, shall be separately metered. Tenant agrees to use such utilities in connection with the use of the Premises.

6.2 Payment of Utility Cost. Tenant agrees, at its own expense, to pay for all power, gas and electric current and all other utilities used by Tenant on or from the Premises from and after the commencement of the work to be performed by Tenant pursuant to **Exhibit "C"** hereof, and Tenant agrees to provide, at Tenant's sole expense, any check meters of the type required by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, then and in that event, Tenant shall pay Landlord for such utilities, but the rates charged to Tenant by Landlord shall not exceed those of the public utility company furnishing same to Landlord as if its services were being furnished directly to Tenant.

6.3 No Liability. Except for Landlord's gross negligence, Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold any rent or any other sums due under the terms of this Lease.

ARTICLE VII-INDEMNITY AND INSURANCE

7.1 Indemnification and Waiver. Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term, from any cause whatsoever, resulting from the use, occupation or enjoyment of the Premises or the operation of business therein or therefrom by Tenant or any person holding under Tenant. Tenant hereby further agrees to defend, indemnify and save harmless Landlord from all liability whatsoever including, without limitation, liability for any real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, any repairs or alterations which Tenant may make upon the Premises and any claims of any employee of Tenant against Landlord. Tenant shall not be liable for damage or injury occasioned by the gross negligence of Landlord and its designated agents, servants or employees, unless the same is covered by insurance Tenant is required to provide. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage. To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or their contents, or to other portions of the Center arising from any risk generally covered by fire and extended coverage insurance or from vandalism, malicious mischief or sprinkler leakage. The parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against

the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

7.2 Tenant's Insurance Obligation. Tenant further covenants and agrees that it will carry and maintain during the entire Lease Term hereof, at Tenant's sole expense, the following types of insurance in the amounts and forms hereinafter specified:

A. **Public Liability and Property Damage.** Tenant shall at all times during the Lease Term maintain in effect a policy or policies of bodily injury liability and property damage liability insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 7.1 hereof. Such policies shall include, without limitation, coverage for fire, explosion, water damage and legal liability coverage.

B. **Plate Glass.** Tenant shall be responsible for the maintenance of the plate glass on the Premises, but shall have the option either to insure the risk pursuant to Section 7.2(C) hereof or to self-insure same, which shall obligate Tenant to be personally liable for any claim, loss or damage related thereto, together with the cost of the repair of same. Tenant's responsibility for maintenance of the plate glass includes its replacement in the event repair of the glass would not restore the glass to its original condition at the time of installation.

C. **Tenant Improvements.** Insurance covering all of Tenant's Work as described in Exhibit "C" hereof, Tenant's leasehold improvements, alterations or additions permitted under Article VIII hereof, Tenant's trade fixtures, merchandise and all personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, during the Lease Term, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Any insurance policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XV hereof, whereupon any proceeds of insurance covering Tenant's leasehold improvements and any alterations or additions permitted under Article VIII hereof shall be payable to Landlord.

D. **Workers' Compensation.** Tenant shall carry Workers' Compensation insurance for all of Tenant's employees.

E. **Business Interruption. OMITTED**

7.3 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class VII as rated in the most current available Best's Insurance Reports and qualified to do business in the State of California. All such policies shall name Landlord as an additional insured and, if requested by Landlord, Landlord's first mortgagee or beneficiary and/or Landlord's lessor, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, Landlord's first mortgagee or beneficiary, and/or Landlord's lessor. Executed copies of such policies of insurance or original certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant pursuant to the terms of this Article VII. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord and Landlord's lender, if required, at least thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amount of or other material change of insurance. All public liability, property damage and other casualty policies maintained by Tenant shall be written as primary policies, and any insurance maintained by Landlord shall be excess insurance only.

7.4 Increase in Coverage. In the event Landlord or Landlord's first mortgagee or beneficiary deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase such amounts or limits of insurance, and Tenant shall increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with policies or original certificates indicating the increased amounts or limits as provided in Section 7.3 hereof.

7.5 Blanket Coverage. Tenant's obligations to carry insurance provided for in this Article may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord, or Landlord's first mortgagee or beneficiary and Landlord's lessor, shall be named as an

additional insured thereunder as their respective interests may appear; and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord.

7.6 Landlord's Insurance Obligations. Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, including the leasehold improvements included within "Landlord's Work" as described in Exhibit "C" (but not "Tenant's Work" as described in Exhibit "C" hereof, Tenant's leasehold improvements, alterations or additions permitted under Article VIII hereof, Tenant's trade fixtures, merchandise or other personal property), in an amount of not less than eighty percent (80%) of its full replacement cost (excluding excavations, foundations and footings) during the Lease Term, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (and "Earthquake Insurance" and "Flood Insurance" if Landlord or its lender deems such insurance to be necessary or desirable), together with insurance against sprinkler damage, vandalism and malicious mischief and such further insurance as Landlord or Landlord's lender deems necessary or desirable. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

7.7 Insurance Use Restrictions. Tenant agrees that it will not at any time during the Lease Term carry any stock of goods or do or permit anything to be done in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part. Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the Lease Term on the amount of insurance to be carried by Landlord on the building of which the Premises are a part resulting from the foregoing or from Tenant doing any act in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirement of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

ARTICLE VIII-TENANT'S ALTERATIONS

8.1 Permitted Alterations. Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such alterations, additions and changes in and to the interior of the Premises (except those of a structural nature) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no alterations, additions or changes costing in excess of Five Thousand and 00/100 Dollars (\$5,000.00) may be made without first obtaining the written consent of Landlord. In no event shall Tenant make any alterations, additions or changes to the storefront, or the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same, if one be initially constructed, unless and until the written consent of Landlord shall first have been obtained, which consent may be withheld in Landlord's sole discretion. Tenant shall not make or cause to be made any penetration through the roof or demising walls of the Premises without the prior written consent of Landlord. Landlord hereby reserves the right to condition Landlord's consent to any alteration, addition or change to the Premises by Tenant upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall agree to remove any such alteration, addition or change from the Premises upon expiration or earlier termination of the Lease Term and restore the Premises to its original condition prior to such alteration, addition or change. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article.

8.2 Manner of Construction. All alterations, additions, or changes to be made to the Premises shall be under the supervision of a competent architect or competent licensed structural engineer satisfactory to Landlord and shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to disapprove any such plans and specifications within fifteen (15) days of submission shall be deemed its approval of same. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any alterations, additions or changes, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County in which the Premises is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute. Such alterations, additions or changes shall be considered as improvements and shall become an integral part of the Premises upon installation thereof and shall not be removed by Tenant. All improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions, and other items comprising Tenant's Work pursuant to Exhibit "C", but excluding trade fixtures and signs, shall be deemed to be the property of

Landlord upon installation thereof. All materials used in any alterations or changes to the Premises shall be new or like-new quality and condition. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Tenant shall have the work performed in such manner as not to obstruct the access to the premises of any other occupant to the Center. Tenant shall furnish Landlord with a copy of all applicable construction permits and plans so that Landlord may hold in its file a complete and accurate set of permits and plans for all alterations, additions and changes to the Premises and for all of Tenant's Work on the Premises.

8.3 Construction Insurance. In the event that Tenant shall make any permitted alterations, additions or changes to the Premises under the terms and provisions of this Article, Tenant agrees to carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such alterations, additions or changes, and such other insurance as Landlord may require; it being understood and agreed that all such alterations, additions or changes shall be insured by Tenant pursuant to Section 7.2 immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount equal to one hundred fifty percent (150%) of the estimated cost of the Tenant Improvements to assure the lien-free completion of such Tenant improvements.

ARTICLE IX-MECHANICS' LIENS

9.1 Tenant's Lien Obligations. Tenant agrees that it will pay, or cause to be paid, all costs for work done by it or caused to be done by it on the Premises and that it will keep the Premises and the Center free and clear of all mechanics' liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. Tenant agrees to, and shall indemnify, defend and save Landlord free and harmless from and against, liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of contractors, subcontractors, laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any laborer, person or firm supplying or providing labor, materials or equipment or services to Tenant, or to any of Tenant's contractors or subcontractors for Tenant's Work, shall make any claim or demand against Landlord, the Premises or the Center, or shall file any claim, stop notice, lien, or otherwise, against Landlord, the Premises, the Center or the lender for the Center and Tenant shall not cause the effect of such claim, stop notice or lien to be removed, rescinded or dismissed, including, without limitation, the posting of a bond pursuant to California Civil Code §§3143 and/or 3171, as the case may be, and in the event Tenant shall fail to do so within five (5) days after written demand by Landlord to cause the effect of said claim, stop notice or lien to be removed, rescinded or dismissed, such failure shall constitute a default hereunder. In such event, in addition to such other remedies it may have, Landlord shall have the right (but not the obligation) to use whatever means in its discretion it may deem appropriate to cause said claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed or removed including, without limitation, (a) posting a bond pursuant to California Civil Code §§3143 and/or 3171; or (b) paying a sum sufficient to discharge, in full, any and all such claims, demands, or liens. Any such sums paid by Landlord, including attorneys' fees and bond premiums, shall be immediately due and payable to Landlord by Tenant.

9.2 Notice. Tenant shall immediately give Landlord notice of any claim, demand, stop notice or lien made or filed against the Premises or the Center or any action affecting the title to such Premises or Center.

9.3 Inspection. Landlord or its representative shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord a written notice of its intention to do so in sufficient time to enable Landlord to file and record such notices.

ARTICLE X-SIGNS

Tenant shall be permitted to install the maximum building signage on the exterior of the Premises subject to governmental regulations, to Landlord's sign criteria, and to obtaining Landlord's prior written approval. However, Tenant shall not affix or maintain upon the glass panes or supports of the show windows, or within sixty (60) inches of any window or upon the doors, roof or exterior walls of the Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items except those approved in writing in advance by Landlord as to the size, design, type, color, location, content, nature and display qualities of such item. Failure of Landlord to disapprove any such item within thirty (30) days of Tenant's submission of same to Landlord shall constitute disapproval of same. Tenant shall provide Landlord with drawings of its storefront sign which Landlord may approve or disapprove in its reasonable discretion. All signs erected by Tenant shall comply with the provisions of **Exhibit "F"** hereof. In addition, no advertising medium shall be utilized by Tenant the sound or effect of which extends beyond the Premises including, without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area or structure of the Center, whether belonging to Tenant or to Tenant's agents or to any other person; nor shall Tenant distribute, or cause to be distributed, in the Center

any handbill or other advertising devices. In the event Tenant shall violate any provision of this Article X or any provision of **Exhibit "F"** hereof, Tenant hereby grants to Landlord the right to enter the Premises and correct such violation at Tenant's expense. If any such violation shall occur in the Common Areas, Landlord shall have the immediate right to cure such violation, which right shall include, without limitation, removal of any and all unapproved signage.

Tenant shall have the right to erect building signage to the maximum allowed by applicable codes, subject to Landlord's reasonable approval, and the shopping center's sign criteria. Tenant shall be responsible for construction and maintenance of its own sign face.

ARTICLE XI-TRADE FIXTURES AND PERSONAL PROPERTY

11.1 Ownership. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of the Lease, at any time, and from time to time, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Premises including, but not limited to, counters, shelving, showcases, mirrors and other movable personal property. Nothing contained in this Article shall be deemed or construed to permit or allow Tenant to remove any personal property without the immediate replacement thereof with similar personal property of comparable or better quality, so as to render the Premises unsuitable for conducting the type of business described in Section 1.1. Tenant, at its expense, agrees to immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, signs, and other personal property and, upon expiration or earlier termination of this Lease, Tenant agrees to leave the Premises in a neat and broom-clean condition and free of trash and debris. All trade fixtures, signs and other personal property installed in or attached to the Premises by Tenant shall be new or of new quality when so installed or attached.

11.2 Removal. If Tenant fails to remove any of its trade fixtures, furniture and other personal property upon expiration or the sooner termination of this Lease, Landlord may at Landlord's option retain all or any of such property, and title thereto shall thereupon automatically vest in Landlord, or Landlord may remove same from the Premises and dispose of all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Premises resulting from or caused by such removal. Tenant waives any and all rights it may have under California Civil Code §1980 et seq.

11.3 Personal Property Tax. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment as conclusively determined by Landlord. No taxes, assessments, fees or charges referred to in this paragraph shall be considered as Taxes under the provisions of Section 4.7 hereof.

ARTICLE XII-ASSIGNMENT, SUBLEASE AND OTHER TRANSFERS

12.1 Restrictions.

A. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect to the Premises, without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation, or license or concession agreement (hereinafter collectively a "**Transfer**") without Landlord's prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee, and shall at Landlord's sole discretion entitle Landlord to terminate this Lease upon written notice to Tenant.

B. The consent of Landlord to any transfer required hereunder shall not be unreasonably withheld; provided that Landlord and Tenant agree that it shall not be unreasonable for Landlord to withhold its consent for any commercially-reasonable reason including, but not limited to:

(i) A conflict between the contemplated use of the Premises by the proposed transferee, assignee, or sublessee following the proposed Transfer (hereinafter referred to as the "**Transferee**") with the "Use of Premises" clause contained in Section 1.1 hereof;

(ii) The financial worth and/or financial stability of the Transferee is less than that of the Tenant hereunder at the commencement of the Lease Term or not reasonably suitable to Landlord in Landlord's sole discretion so as to insure the ability of the Transferee to perform Tenant's obligations under the Lease for the full Lease Term;

(iii) A Transferee whose reputation or proposed use of the Premises would have an adverse effect upon the reputation of the Center and/or the other business located therein;

(iv) Percentage Rent following the proposed Transfer that could be reasonably anticipated from Transferee's Net Sales, which could be reasonably expected to be less than that of Tenant hereunder; and

(v) A Transferee which would breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Center.

12.2 Procedure for Transfer. Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord not less than sixty (60) days prior to the effective date of such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into a license or concession agreement, the proposed date thereof, and specifically identifying the proposed Transferee. Such notice shall be accompanied, in the case of a sublease, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent. Landlord shall, within twenty (20) days after its receipt of such notice of a proposed Transfer from Tenant, by mailing written notice to Tenant of its intention to do so (a) withhold consent to the Transfer pursuant to Section 12.1(B); or (b) consent to such Transfer; or (c) terminate this Lease, such termination to be effective thirty (30) days after receipt of such notice by Tenant. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any Guarantor of this Lease from primary liability under this Lease. Landlord hereby reserves the right to condition Landlord's consent to any assignment, sublease or other transfer of all or any portion of Tenant's interest in this Lease or the Premises upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord all rent received by Tenant from any such assignee, sublessee, or transferee either initially or over the term of the assignment, sublease or transfer, in excess of the rent called for hereunder.

12.3 Transfer Rent Adjustment. In the event Tenant shall make a permitted Transfer hereunder, then the Minimum Annual Rent specified in Section 1.1 shall be increased, effective as of the date of such Transfer, to the highest of (a) the total rental payable by the Transferee pursuant to such Transfer; (b) an amount equal to the total of the Minimum Annual Rent, plus Percentage Rent, required to be paid by Tenant hereunder during the twelve (12) month period immediately preceding such Transfer; or (c) the Minimum Annual Rent specified in Section 1.1, adjusted in accordance with the provisions of Section 4.2 of this Lease. In no event shall the Minimum Annual Rent after the Transfer be less than the Minimum Annual Rent specified in Section 1.1, as adjusted to date. In addition to the foregoing, in the event Landlord consents to a proposed Transfer, Tenant shall repay to Landlord any and all sums received by Tenant from Landlord for the construction and/or remodeling of the Premises.

12.4 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument, the form and content of which is satisfactory to Landlord, executed by Tenant and Transferee under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' and administrative fees incurred in conjunction with the processing of and documentation for each proposed Transfer, whether or not the Transfer is consummated.

12.5 Merger and Consolidation. If Tenant is a corporation which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association, limited liability company or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association, company or partnership, shall be deemed a Transfer within the meaning and provisions of this Article and shall require Landlord's prior written consent.

12.6 Bankruptcy.

A. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. Section 101 et. seq. ("**Bankruptcy Code**"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under this Section 12.6 not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

B. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this

Lease on and after the date of such assignment, including the obligation to operate the business which Tenant is required to operate pursuant to Section 1.1 hereof.

ARTICLE XIII-OPERATION OF TENANT'S BUSINESS

13.1 Continuous Operation. Tenant covenants and agrees that it will operate and conduct within the Premises, continuously and uninterrupted during the Lease Term, the business which it is required to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other unavoidable casualty, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures and have sufficient personnel to service and supply the demands and requirements of its customers. In the event Tenant fails to continuously operate its business in the Premises as required by this Section 13.1 for a period of three (3) or more consecutive days, then in addition to all remedies available to Landlord (including, without limitation, injunction and/or damages), Landlord may, but is not obligated to, elect to terminate this Lease upon written notice of Landlord's intent to Tenant, whereupon this Lease shall terminate, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant. Landlord's notice pursuant to this Section shall be in lieu of, and not in addition to, the notice and cure period set forth in Article XVII or any notice and cure period required under California Code of Civil Procedure Section 1161 (or any similar or succeeding statute).

13.2 Operating Hours. Commencing with the opening for business by Tenant in the Premises, and for the remainder of the Lease Term, Tenant shall remain open for business Monday through Friday from 10:00 a.m. to 8:00 p.m., and Saturday from 10:00 a.m. to 6:00 p.m., or such days and hours as determined by Landlord in Landlord's sole discretion. Tenant shall have its window displays, exterior signs and exterior advertising displays adequately illuminated continuously during those hours determined by Landlord. The foregoing provision shall be subject to any governmental regulations to which Tenant may be subject concerning the hours of operation of Tenant's business.

13.3 Rules and Regulations. Tenant agrees that it will keep the Premises in a neat, clean and orderly condition and that all trash and rubbish generated by it shall be deposited within prescribed receptacles in designated service areas within the Center. Tenant further agrees to cause such receptacles to be emptied and trash removed at its own cost and expense so as, on its part, to keep such service areas in a clean and orderly condition. Tenant shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with reasonable rules and regulations governing the Center as may from time to time be promulgated and amended by Landlord, which rules and regulations shall include the provisions of **Exhibit "G"** hereof.

13.4 Radius Clause. OMITTED

ARTICLE XIV-REPAIRS AND MAINTENANCE

14.1 Tenant's Maintenance Obligations. Tenant agrees at all times from and after delivery of possession of the Premises to Tenant, and at its own cost and expense, to repair and maintain the Premises and every part thereof in good and tenantable condition including, but not limited to, floor coverings, utility meters, pipes and conduits, all fixtures, heating and air conditioning equipment and ducting installed by Landlord pursuant to **Exhibit "C"**, and all other equipment therein, the storefront or storefronts, including plate glass, all Tenant's signs, locks and closing devices, and all window sash, casement or frames, doors and door frames, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, but excluding the roof structure, exterior walls, structural portions of the Premises and structural floor, unless the same are required to be modified because of Tenant's use of the Premises or Tenant's alterations, improvements, additions, fixtures or personal property. Tenant agrees to operate the air conditioning equipment serving the Premises during all business hours so that inside temperatures of the Premises are maintained within a range in which a majority of adults will be comfortable in the Premises. All glass, both exterior and interior, shall be maintained at Tenant's expense, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant's failure to replace broken glass within seventy-two (72) hours following the occurrence of the breakage, or the failure by Tenant to replace same with glass of the same kind, size and quality, shall constitute a material breach hereof.

14.2 Landlord's Maintenance Obligations. Subject to the foregoing paragraph, Landlord shall keep and maintain in good and tenantable condition and repair and replace as necessary the roof structure, exterior walls, structural parts and structural floor of the Premises, provided Landlord shall not be required to make any repairs necessitated by reason of the negligence or willful conduct of Tenant, its servants, agents, employees or contractors, or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Lease contained, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Anything to the contrary notwithstanding contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs, and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall pay Tenant's pro-rata share of

the cost of such repair and replacement to the building of which the Premises are a part to Landlord on the first day of each calendar month in such amounts as Landlord shall from time to time estimate. Tenant shall pay its pro-rata share of such cost concurrently with the first monthly installment of Minimum Annual Rent or at such later time as Landlord may designate. Landlord shall deliver to Tenant at least once annually a statement setting forth the actual cost of such repair, maintenance and replacement allocable to the Premises. If such actual expenses exceed Tenant's payments hereunder, Tenant shall pay the deficiency to Landlord within five (5) days after receipt of such statement. If payments made by Tenant for such year exceed such actual expenses, Landlord shall have the option of (a) paying such excess to Tenant upon Landlord's delivery of such statement; or (b) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses. Tenant hereby specifically waives the provisions of Section 1942 of the Civil Code of the State of California, if applicable. Under no circumstances shall Tenant be entitled to terminate this Lease as a result of Landlord's failure or alleged failure to make repairs hereunder.

14.3 Tenant's Failure to Maintain. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any portion thereof, including Tenant's storefront(s), in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, the cost of such work shall be paid by Tenant promptly upon receipt of bills therefor. Failure of Tenant to pay any of said charges within ten (10) days of receipt of bills therefor shall constitute a default hereunder. Upon any surrender of the Premises, Tenant shall deliver the Premises to Landlord, upon the expiration or earlier termination of this Lease, in good order, condition and state of repair, ordinary wear and tear excepted, and excepting such items of repair as may be Landlord's obligation hereunder.

14.4 Definition of Exterior Walls. As used in this Article, the expression "exterior walls" shall not be deemed to include storefront or storefronts, plate glass, window cases, or window frames, doors or door frames, security grilles or similar enclosures. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as otherwise provided in this Lease.

14.5 Right to Enter. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all times for the purpose of making emergency repairs and during usual business hours for the purpose of inspecting the same. Tenant further agrees that Landlord may go upon the Premises and make any necessary repairs thereto and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, any fire rating bureau, or of any similar body, or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under provisions of this Lease, Tenant may be required to do, nor shall Landlord's failure to elect to perform such work constitute a waiver of Tenant's default. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby, to any abatement of rent, or to terminate this Lease.

14.6 Grant of License. Tenant hereby grants to Landlord such licenses and/or easements in, over, and under the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, shafts, pipes or other facilities to serve any other portion of the Center including, but not by way of limitation, the premises of any other occupant of the Center, provided Landlord shall pay for any alteration required on or to the Premises as a result of any such exercise, occupancy under or enjoyment of any such license or easement and, provided further, that no exercise, occupancy under or enjoyment of such license or easement shall result in any unreasonable permanent interference with Tenant's use, occupancy or enjoyment of the Premises as contemplated by this Lease.

14.7 Heating and Air Conditioning Equipment.

A. The installation of heating and air conditioning equipment serving the Premises is described in **Exhibit "C"**. Tenant shall keep in good order and repair all heating and air conditioning equipment for the Premises. Tenant agrees to enter into a regularly scheduled preventative maintenance/service contract (the "**Service Contract**") within thirty (30) days after the Rental Commencement Date with a maintenance contractor approved by Landlord, for the servicing of all heating and air conditioning systems and equipment within the Premises. The Service Contract shall include all scheduled maintenance as recommended by the equipment manufacturer as set forth in the operation/maintenance manual. Notwithstanding the foregoing, Landlord may (but shall not be obligated to) elect to maintain the heating and air conditioning equipment serving the Premises, in which event, Tenant shall pay to Landlord all costs and expenses for the repair, maintenance and replacement of all heating and air conditioning equipment for the Premises. Commencing on the Rental Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such heating and air conditioning expenses for the ensuing calendar year or balance thereof (including reasonable reserves). Within sixty (60) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the preceding calendar year and the payments made by Tenant with respect to such

calendar year as set forth above. If Tenant's share of such heating and air conditioning expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such heating and air conditioning expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses as set forth above. Failure of Tenant to pay any of the charges required by this Section 14.7 to be paid when due shall constitute a material default of this Lease.

B. Expenses incurred in connection with the operation, maintenance, repair and replacement of heating and air conditioning equipment by the party performing same shall include, but not be limited to, all sums expended in connection with such heating and air conditioning equipment for all general maintenance, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn out parts, repairing and/or replacing utilities, duct work and machinery, maintenance and insurance contracts carried on the heating and air conditioning equipment, and all other items of expense incurred by such party in connection with the operation, maintenance, repair and replacement of the heating and air conditioning equipment.

ARTICLE XV-DAMAGE OR DESTRUCTION

15.1 Insured Casualty. In the event that the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are made available to Landlord for such purpose, commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event insurance proceeds are not sufficient to pay the cost of such reconstruction, or if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Such reconstruction shall be only to the extent necessary to restore the "Landlord's Work" in the Premises as described in Exhibit "C", and Tenant shall be obligated for the restoration of all of the items specified as "Tenant's Work" in Exhibit "C" in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

15.2 Uninsured Casualty. In the event that the Premises are partially or totally destroyed as a result of any casualty or peril not covered by Landlord's insurance, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to so reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice, unless Tenant is unable to continue the operation of its business after the occurrence of such destruction, in which event this Lease shall cease and terminate as of the date of such destruction. In the event of any reconstruction of the Premises by Landlord following destruction as a result of any casualty or peril not covered by Landlord's insurance, such reconstruction shall be only to the extent necessary to restore the "Landlord's Work" in the Premises as described in Exhibit "C" and Tenant shall be obligated for the restoration of all of the items specified as "Tenant's Work" in Exhibit "C" in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

15.3 Damage to the Center. Notwithstanding anything to the contrary herein contained, in the event of a total destruction of the Center or a partial destruction of the Center, the cost of restoration of which would exceed one-third (1/3) of the then replacement value of the Center, by any cause whatsoever, whether or not insured against and whether or not the Premises are partially or totally destroyed, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing that it elects not to so reconstruct or restore the Center, in which event this Lease shall cease and terminate as of the date of such destruction.

15.4 Damage Near End of Term. Notwithstanding the foregoing, in the event that the Premises are partially or totally destroyed during the last four (4) years of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such destruction, in which event this Lease shall cease and terminate as of the date of service of such notice. For the purposes of this Article, partial destruction shall be deemed to be a destruction to an extent of at least one-third (1/3) of the full replacement cost of the Premises as of the date of destruction.

15.5 Release of Liability. In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party coincidental with the surrender of possession of the Premises to Landlord except for items which have theretofore accrued and are then unpaid or unperformed.

15.6 Abatement of Rent. In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Article VII, to the extent that the proceeds of such business interruption or loss of income insurance may be exhausted during the period of reconstruction and restoration, Minimum Annual Rent payable hereunder shall be thereafter abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration, provided the amount of Minimum Annual Rent abated pursuant to this Section 15.6 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent and all other charges, except the entire Minimum Annual Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE XVI-COMMON AREAS AND EXPENSES

16.1 Use of Common Areas. There shall be available in the Center certain areas and facilities to be used for automobile parking and for the general use, convenience and benefit of the customers and patrons of Tenant and of the other tenants, owners and occupants of the Center, which areas together with the service corridors and all other service facilities and equipment are referred to herein as "**Common Areas**". Except as otherwise specifically provided in this Lease, Tenant and its employees and invitees are authorized, empowered and privileged to use the Common Areas in common with other authorized persons, as determined by Landlord, during the Lease Term. Landlord shall keep or cause to be kept said Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof.

16.2 Common Area Expenses.

A. The expenses incurred by Landlord in connection with the operation, maintenance, repair and replacement of the Common Areas (collectively the "**Common Area Expenses**") shall be apportioned among the various occupants and tenants of the Center, and Tenant hereby agrees to pay to Landlord its Proportionate Share (as defined herein) of such Common Area Expenses. Tenant's Proportionate Share shall equal a fraction, the numerator of which is the gross leasable floor area of the Premises, and the denominator of which is the total gross leasable floor area of all retail stores occupied in the Center as of the end of the calendar year, provided (i) for purposes of calculating Tenant's Proportionate Share of Taxes, the denominator shall exclude the gross floor area of any premises located on parcels which are separately assessed for real property tax purposes, provided the occupants of such premises pay only the amount of Taxes assessed against such parcels and not their proportionate share of the Taxes assessed against the Center; (ii) for purposes of calculating Tenant's Proportionate Share of fire insurance costs, the denominator shall exclude the gross floor area of any premises, the occupants of which separately maintain fire insurance covering such premises and such occupants do not pay a proportionate share of the fire insurance costs of the Center; and (iii) for purposes of calculating Tenant's Proportionate Share of Common Area Expenses, the denominator shall exclude the gross floor area of any premises, the occupants of which separately maintain a portion of the common area of the Center and do not pay a proportionate share of the costs to maintain the Common Areas of the entire Center.

B. Commencing on the Rental Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such total annual Common Area Expenses for the ensuing calendar year or balance thereof. Landlord may adjust the Common Area Expenses charged to Tenant at the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs and a reasonable reserve for unanticipated expenses. On or before April 1 of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired showing the total Common Area Expenses for the preceding calendar year, the amount of Tenant's share of such Common Area Expenses, and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such Common Area Expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such Common Area Expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses. Failure of Tenant to pay any of the charges required by this Article to be paid when due shall constitute a material default under the terms of this Lease. If Tenant fails to give Landlord written notice that Tenant objects to any Common Area Expenses, taxes or insurance within one (1) year after Tenant receives Landlord's annual statement of such expenses, Tenant shall be deemed to have conclusively accepted such statement as correct and to have waived any and all rights at law or in equity to object to the Common Area Expenses, taxes or insurance set forth in such statement. If Tenant provides notice that Tenant objects to any such expenses,

Tenant's notice must set forth in reasonable detail the specific expenses to which Tenant objects and the reasons for Tenant's objections.

16.3 Expenses Included. Expenses incurred pursuant to Section 16.2 shall include, but are not limited to, all sums expended in connection with the Common Areas for all general maintenance, repairs, replacements and restoration, resurfacing, painting, restriping, cleaning, sweeping and janitorial services; maintenance and repair of sidewalks, curbs and Center signs; sprinkler systems, elevators, escalators and stairways, planting and landscaping including maintenance and replacement thereof; lighting and other utilities including, without limitation, gas, water, electricity and the operation of heating and cooling equipment, directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, lighting fixtures and systems (including replacement of tubes and bulbs as necessary), storm drainage systems, irrigation systems and any other utility systems; repair of Center signs; maintenance, repair and replacement of mechanical equipment including automatic door openers, installation, repair and replacement of all security systems and trash compactors or other similar devices; personnel to implement such services including, if Landlord deems necessary, the cost of security guards or devices; Landlord's share of real and personal property taxes and governmental charges, fees or assessments of any kind or nature on the facilities, improvements and land comprising the Common Areas; membership dues to the master owners' association; the cost of any capital improvements made to the Premises or the Center by Landlord that reduce Common Area Expenses or that are required under any governmental law or regulation not applicable to the Center at the time it was constructed; premiums for public liability, property damage, fire and extended coverage insurance (including "Earthquake Insurance" and "Flood Insurance" if Landlord or Landlord's lender or ground lessor deems such insurance to be necessary or desirable) together with insurance against sprinkler damage, vandalism, malicious mischief, and any other insurance carried by Landlord on the Common Areas; and an allowance to Landlord for Landlord's supervision of said Common Areas in an amount equal to fifteen percent (15%) of the total of the aforementioned expenses for each calendar year. In the event Landlord shall contest any tax or assessment affecting the Center, the expenses involved in such contest shall be part of the Common Area Expenses, regardless of whether such contest affects the buildings or the Common Areas.

16.4 Enlargement of Common Areas. Should Landlord acquire or make available additional land not shown as part of the Center on **Exhibit "A"** and make the same available as Common Areas, the expenses incurred by Landlord in connection with the operation, maintenance, repair and replacement of Common Areas also shall include all of the aforementioned expenses incurred and paid in connection with said additional land.

16.5 Common Area Rules and Regulations.

A. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas, whether the same shall be surface, underground or multiple-deck, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using such Common Areas, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas and all other facilities thereof.

B. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles, unless caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees.

C. Landlord shall have the right to establish and, from time to time, to change, alter and amend, and to enforce against Tenant and the other users of the Common Areas, such reasonable rules and regulations as may be deemed necessary or advisable by Landlord for the proper and efficient operation and maintenance of the Common Areas. The rules and regulations herein provided for may include, without limitation, the hours during which the Common Areas shall be open for use and the areas designed therein for employee parking. Landlord may, in its opinion the same be advisable, establish a system or systems of validation or similar operation, including a system of charges against non-validated parking checks of users, and Tenant agrees to conform to and abide by all such rules and regulations in its use and the use of its customers and patrons with respect to said automobile parking areas, provided all such rules and regulations and such types of operation or validation of parking checks and other matters affecting the customers and patrons of Tenant shall apply equally and without discrimination to all persons entitled to the use of such automobile parking areas.

16.6 Control of Common Area. Landlord shall at all times during the Lease Term have the sole and exclusive control of the automobile parking areas and structures, the parking spaces therein, driveways, entrances and exits and the sidewalks and pedestrian passageways and other Common Areas and may, at any time and from time to time during the Lease Term, exclude and restrain any person from use or occupancy thereof excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of Landlord who make use of such areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of Landlord, the other tenants of

Landlord, if any, to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of such areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to permit the use of any of such areas only for normal parking and ingress and egress by customers, patrons and service suppliers to and from the building occupied by Tenant and the other tenants of Landlord.

If in the opinion of Landlord unauthorized persons are using any of the Common Areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from the Common Areas or to restrain the use of any of such areas by unauthorized persons.

16.7 Employee Parking Restrictions. Tenant and employees of Tenant shall park their automobiles or other vehicles in the automobile parking areas which may from time to time be designated by Landlord for employee parking. The area for Tenant's employee parking is shown on the Site Plan. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed by Landlord from time to time at Landlord's sole discretion. Tenant shall furnish Landlord with its and its employees' license numbers within five (5) days after requested by Landlord, and Tenant shall thereafter notify Landlord of any change within five (5) days after such change occurs. If Tenant or its employees fail to park their vehicles in designated parking areas, Landlord may charge Tenant Fifteen and 00/100 Dollars (\$15.00) per day for each day or partial day per vehicle parked in any areas other than those designated, provided Landlord agrees to give Tenant written notice of the first violation of this provision and Tenant shall have two (2) days thereafter within which to cause the violation to be discontinued and, if not discontinued within said 2-day period, then the Fifteen and 00/100 Dollar (\$15.00) per day fine shall commence. After notice of such violation, no prior notice of any subsequent violation shall be required. All amounts due under the provisions of this paragraph shall be payable by Tenant within ten (10) days after demand therefor. Tenant hereby authorizes Landlord to tow away from the Center any vehicle or vehicles belonging to Tenant or Tenant's employees which are parked in violation of the foregoing or the rules and regulations issued by Landlord from time to time and/or to attach violation stickers or notices to such vehicles.

ARTICLE XVII-DEFAULTS; REMEDIES

17.1 Events of Default By Tenant. The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

A. Any failure by Tenant to pay any rent or any other charge required to be paid under this Lease, or any part thereof, for a period of five (5) days after written notice from Landlord to Tenant (provided any notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute); or

B. Any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant; provided that, if the nature of such default is such that the same cannot reasonably be cured within a ten (10)-day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion (provided any notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar, superseding statute); or

C. The cessation of Tenant's business from the Premises or closure of the Premises following the initial construction of tenant improvements to the Premises for a period in excess of seventy-two (72) consecutive hours; or

D. Abandonment or vacation of the Premises by Tenant; or

E. To the extent permitted by law, a general assignment by Tenant or any Guarantor of this Lease for the benefit of creditors, or the filing by or against Tenant or any Guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any Guarantor the same is dismissed within ninety (90) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any Guarantor, unless possession is restored to Tenant or such Guarantor within thirty (30) days, or any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days.

17.2 Remedies. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, and without further notice or demand of any kind to Tenant or any other person may:

A. Terminate this Lease and declare the Lease Term hereof ended and re-enter the Premises and take possession thereof and remove all persons and property therefrom, and Tenant shall have no further claim thereon or hereunder.

B. Have the remedy described in California Civil Code Section 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and recover rent as it becomes due).

C. Even though Landlord may have re-entered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

In addition to any rights or remedies hereinbefore or hereafter conferred upon Landlord under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Tenant engages in any one or more of the acts contemplated by the provisions of Section 17.1(E) of this Lease.

D. Any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within sixty (60) days following the entry of an "Order for Relief" or within such earlier time as may be provided by applicable law.

E. In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall, within fifteen (15) days after such assumption (i) cure any default or provide adequate assurance that defaults will be promptly cured; and (ii) compensate Landlord for actual pecuniary loss or provide adequate assurance that compensation will be made for actual pecuniary loss including, but not limited to, all attorneys' fees and costs incurred by Landlord resulting from any such proceedings; and (iii) provide adequate assurance of future performance.

F. Where a default exists in this Lease, the trustee or debtor assuming this Lease may not require Landlord to provide services or supplies incidental to this Lease before its assumption by such trustee or debtor, unless Landlord is compensated for such services and supplies provided and the default cured before the assumption of such Lease.

G. The debtor or trustee may assign this Lease only if each of the following conditions is satisfied: (i) the Lease is assumed; (ii) adequate assurance of future performance by the assignee is provided, whether or not the Lease is then under default; and (iii) any consideration paid by any assignee in excess of the rental reserved in this Lease shall be the sole property of, and paid to, Landlord.

H. Landlord shall be entitled to the fair market value for occupancy of the Premises and the services provided by Landlord (but in no event less than the rental reserved in this Lease) subsequent to the commencement of a bankruptcy event.

I. Any security deposit given by Tenant to Landlord to secure the future performance by Tenant of all or any of the terms and conditions of this Lease, shall be automatically transferred to Landlord upon the entry of an "Order of Relief".

J. The parties agree that Landlord is entitled to adequate assurance of further performance of the terms and provisions of this Lease in the event of any assumption and assignment of the Lease under the provisions of the Bankruptcy Code. For purposes of any such assumption or assignment, the parties agree that the term "adequate assurance" shall include, without limitation, the following:

(i) Any proposed assignee must have demonstrated to Landlord's satisfaction a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of an amount sufficient to assure that the proposed assignee will have the resources with which to conduct the business to be operated in the Premises, including the payment of all rent and other charges hereunder, for the balance of the Lease Term. The financial condition and resources of Tenant are material inducements to Landlord entering into this Lease.

(ii) Any proposed assignee must have engaged in the permitted use described in Section 1.1 hereof for at least five (5) consecutive years prior to the proposed assignment.

(iii) Any proposed assignee must have had minimum sales at each location at which it operated such a business equal to at least ninety percent (90%) of Tenant's average monthly sales at the Premises for the eighteen (18) month period preceding initiation of a proceeding under the Bankruptcy Code.

(iv) In entering into this Lease, Landlord considered extensively Tenant's permitted use and determined that such permitted business would add substantially to the tenant mix in the Center, and were it not for the Tenant's agreement to operate only Tenant's permitted business on the Premises, Landlord would not have

entered into this Lease. Landlord's operation of the Center will be materially impaired if a trustee in bankruptcy or any assignee of this Lease operates any business other than Tenant's permitted business.

(v) The provisions of Section 13.4 of this Lease regarding competing locations and Landlord's acceptance thereof upon the terms and conditions specified therein were a material inducement to Landlord to enter into this Lease. Any individual or entity proposed by a trustee in bankruptcy to be an assignee of this Lease shall comply with the provisions of Section 13.4 of this Lease. Any proposed assignee of this Lease must assume and agree to be personally bound by each term, provision and covenant of this Lease. Any assumption of this Lease by a proposed assignee shall not adversely affect Landlord's relationship with any of the remaining tenants in the Center, taking into consideration any and all other "use" clauses and/or "exclusivity" clauses which may then exist under such tenants' leases with Landlord.

Should Landlord have re-entered the Premises under the provisions of paragraph B above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rental or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

K. Should Landlord elect to terminate this Lease pursuant to the provisions of paragraph A or C above, Landlord may recover from Tenant as damages the following:

(i) The Worth At The Time Of The Award (hereinafter defined) of any unpaid rent and other charges which had been earned at the time of termination; plus

(ii) The Worth At The Time Of The Award of the amount by which the unpaid rent and other charges which would have been earned after termination until the time of the award exceeds the amount of the loss of such rental and other charges that Tenant proves could have been reasonably avoided; plus

(iii) The Worth At The Time Of The Award of the amount by which the unpaid rent and other charges for the balance of the Lease Term after the time of the award exceeds the amount of the loss of such rental and other charges that Tenant proves could have been reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees thereof; (b) maintaining or preserving the Premises after such default; (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; (d) leasing commissions; or (e) any other costs necessary or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

17.3 Computations. For the purposes of the preceding paragraph, all rental and charges other than Minimum Annual Rent including, but not limited to, common area charges and Percentage Rent, if any, shall be computed on the basis of the average monthly amount thereof accruing during the twelve (12) month period immediately preceding notice to Tenant of Tenant's default unless a twelve (12) month period of this Lease has not elapsed, in which case the average monthly amount shall be based upon the entire period of Tenant's occupancy of the Premises. In the event of default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain on the Premises and, during the period of such default, Landlord shall have the right to require Tenant to remove the same forthwith.

17.4 Definition of Worth at the Time of Award. As used in subparagraphs 17.2K(i) and (ii) above, the "Worth At The Time Of The Award" shall be computed by allowing interest at the rate of ten percent (10%) per annum or the maximum interest rate permitted by law, whichever is less. As used in subparagraph 17.2K(iii), above, the "Worth At The Time Of The Award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

17.5 Efforts to Relet. For the purposes of this Article, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

17.6 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and executed by Landlord.

17.7 Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and, following Landlord's failure to act within such thirty (30) day notice period, to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have theretofore been furnished to Tenant in writing specifying wherein Landlord has failed to perform such obligation, provided if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the case of a default by Landlord, prior to Tenant's exercise of any remedy, the holder of any first mortgage or deed of trust encumbering the Center shall have the right, but not the obligation, to cure such a default. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to an action at law for monetary damages. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying rent due hereunder as a result of any default by Landlord.

ARTICLE XVIII-EMINENT DOMAIN

18.1 Taking Resulting in Termination. In the event that all or substantially all of the Premises shall be taken under the power of eminent domain, or that any portion of the Center shall be so taken so as to render the Center not reasonably suitable for continuation of business in Landlord's or Landlord's lender's sole and absolute discretion, this Lease shall thereupon terminate as of the date possession shall be so taken. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such portion is taken. If this Lease is terminated, all rent shall be paid up to the date that actual possession of the Premises, or a portion thereof, is taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not yet earned.

18.2 Partial Taking. In the event of any taking under the power of eminent domain which does not terminate this Lease as aforesaid, any obligation of Tenant under this Lease to pay Percentage Rent, and all of the other provisions of this Lease, shall remain in full force and effect, except that the Minimum Annual Rent only shall be reduced in the same proportion that the amount of floor area of the Premises taken bears to the floor area of the Premises immediately prior to such taking, and Landlord shall, to the extent of the condemnation award, at Landlord's own cost and expense, restore such part of Landlord's Work in the Premises described in Exhibit "C" as is not taken to as near its former condition as the circumstances will permit, and Tenant shall do likewise with respect to such part of Tenant's Work as is not taken.

18.3 Award. All damages awarded for any such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises, provided nothing herein contained shall prevent Tenant from making claim for loss or damage to Tenant's trade fixtures and removable personal property.

18.4 Transfer Under Threat of Taking. A voluntary sale by Landlord of all or any portion of the Center to a public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain.

18.5 Requisitioning. Notwithstanding anything to the contrary in the foregoing provisions, the requisitioning of the Premises or any part thereof by military or other public authority for purposes arising out of a temporary emergency or other temporary situation or circumstances shall constitute a taking of the Premises by eminent domain only when the use and occupancy by the requisitioning authority has continued for one hundred eighty (180) days. During such one hundred eighty (180) consecutive day period, and if this Lease is not terminated under the foregoing provisions, then for the duration of the use and occupancy of the Premises by the requisitioning authority, any obligation of Tenant under this Lease to pay Percentage Rent or other amounts, and all of the other

provisions of this Lease, shall remain in full force and effect, except that Minimum Annual Rent shall be reduced in the same proportion that the amount of the floor area of the Premises requisitioned bears to the total floor area of the Premises, and Landlord shall be entitled to whatever compensation may be payable from the requisitioning authority for the use and occupation of the Premises for the period involved.

ARTICLE XIX-SUBORDINATION; ATTORNMENT

19.1 Subordination. This Lease is subject and subordinate to all ground and/or other underlying leases including sale and leaseback leases, mortgages and deeds of trust or other encumbrances which now affect the Center, the Premises or any portion thereof, together with all renewals, modifications, consolidations, replacements and extensions thereof, provided if the lessor under any such lease or the holder or holders of any such mortgage, deed of trust or any encumbrance shall advise Landlord that it or they desire to require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to promptly execute, acknowledge and deliver any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes thereof. This Lease is further subject and subordinate to (a) all covenants, conditions, restrictions, easements and any other matters or documents of record, together with all renewals, modifications, consolidations, replacements and extensions thereof; and (b) any zoning laws of the city, county and state where the Center is situated. Tenant hereby covenants that Tenant, and all persons in possession or holding under Tenant, will conform to and will not violate the terms of said matters of record.

19.2 Future Encumbrance. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground and/or other underlying leases, including the sale and leaseback leases, mortgages or deeds of trust or other encumbrances which may hereafter be executed covering the Center, the Premises, the real property thereunder or any portion thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advance, together with interest thereon, and subject to all of the terms and provisions thereof; and Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, leasehold estates or other encumbrances.

19.3 Attornment. Notwithstanding anything to the contrary set forth in this Article, Tenant hereby attorns and agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring Landlord's interest in the Center, the Premises, or the real property thereunder or any portion thereof, at any sale or other proceeding or pursuant to the exercise of any rights, powers, or remedies under such mortgages or deeds of trust or ground or underlying leases as if such person, firm or corporation had been named as Landlord herein, it being intended hereby that, if this Lease shall be terminated, cut off, or otherwise defeated by reason of any act or actions by the owner or holder of any such mortgage or deed of trust, or the lessor under any such leasehold estate, then at the option of any such person, firm or corporation so purchasing or otherwise acquiring Landlord's interest in the Center, the Premises, or the real property thereunder or any portion thereof, this Lease shall continue in full force and effect. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any documents provided herein for and in the name of Tenant, and such power, being coupled with any interest, is irrevocable.

19.4 Estoppel Certificate. If, upon any sale, assignment or hypothecation of the Premises, the Center, or the land thereunder by Landlord, an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form within ten (10) days after written request therefor by Landlord, an estoppel certificate substantially in the form attached hereto as **Exhibit "E"**. Tenant's failure or refusal to timely execute such certificate, or such other certificate the party (other than Landlord) to the sale, assignment, or hypothecation may request, shall constitute an acknowledgment by Tenant that the statements in such certificate are true and correct without exception.

19.5 Subordination and Nondisturbance Agreement. Tenant agrees that it shall within ten (10) days upon receipt of Landlord's written request, execute and deliver to Landlord the Subordination and Nondisturbance Agreement attached hereto as **Exhibit "H"** or such other form as is required from time to time by Landlord's lender.

19.6 Superseding Lender Provisions. Notwithstanding anything to the contrary set forth in Sections 19.1 through 19.5 above, the following provisions shall apply:

a. Once Tenant has received written notice identifying the name and address of any lender (a "Lender") holding a mortgage or deed of trust (a "Mortgage") on the property of which these premises form a part (the "Property"), Tenant agrees to notify such Lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of Landlord under this Lease, and Tenant further agrees that, notwithstanding any provisions of this Lease, no cancellation or termination of this Lease and no abatement or reduction of the rent payable hereunder shall be effective unless the Lender has received notice of the same and have failed within thirty (30) days after the time when it shall have become entitled under the Mortgage to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion, provided that such period may be extended, if the Lender needs to obtain

possession of the Property to cure such default, to allow the Lender to obtain possession of the Property provided the Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. It is understood that the Lender shall have the right, but not the obligation, to cure any default on the part of Landlord.

b. Tenant agrees that if a Lender shall succeed to the interest of Landlord under this Lease, neither the Lender nor its successors or assigns shall be: liable for any prior act or omission of Landlord; subject to any claims, offsets, credits or defenses which Tenant might have against any prior landlord (including Landlord); or bound by any assignment (except as otherwise expressly permitted hereunder), surrender, release, waiver, amendment or modification of the Lease made without such Lender's prior written consent; or obligated to make any payment to Tenant or liable for refund of all or any part of any security deposit or other prepaid charge to Tenant held by Landlord for any purpose unless the Lender shall have come into exclusive possession of such deposit or charge. In addition, if a Lender shall succeed to the interest of Landlord under this Lease, the Lender shall have no obligation, nor incur any liability, beyond its then equity interest, if any, in the Property.

c. In the event that a Lender (or any person or entity to whom the Mortgage may subsequently be assigned) notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under this Lease to the Lender, Tenant shall honor such demand without inquiry and pay its rent and all other sums due under this Lease directly to the Lender or as otherwise required pursuant to such notice and shall not thereby incur any obligation or liability to Landlord.

d. Tenant agrees and acknowledges that this Lease is subordinate to the lien of any Mortgage, but that, at the Lender's election, this Lease may be made prior to the lien of any Mortgage, and in the event a Lender succeeds to the interests of Landlord under this Lease, then, at the Lender's election (A) Tenant shall be bound to the Lender under all of the terms, covenants and conditions of this Lease for the remaining balance of the term hereof, with the same force and effect as if the Lender were the lessor hereunder, and Tenant does hereby agree to attorn to the Lender as its lessor without requiring the execution of any further instruments immediately upon the Lender succeeding to the interests of Landlord under this Lease; provided, however, that Tenant agrees to execute and deliver to the Lender any instrument reasonably requested by it to evidence such attornment; and (B) subject to the observance and performance by Tenant of all the terms, covenants and conditions of this Lease on the part of Tenant to be observed and performed, the Lender shall recognize the leasehold estate of Tenant under all of the terms and conditions of this Lease for the remaining balance of the term with the same force and effect as if the Lender were the lessor under the Lease.

e. Tenant agrees, at any time and from time to time, as requested by Landlord or any Lender, upon not less than ten (10) days' prior notice, to execute and deliver without cost or expense to the Landlord or such Lender an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which all fixed or base rent and any additional rent have been paid, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any of its obligations under this Lease, and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant thereto may be relied upon by any other person with whom Landlord or such Lender may be dealing.

ARTICLE XX-HOLDOVER BY TENANT

20.1 Holdover Tenancy. In the event that Tenant shall hold the Premises after the expiration of the Lease Term hereof with the consent of Landlord, express or implied, such holding over, in the absence of written agreement on the subject, shall be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental hereinafter stated, but otherwise subject to all of the terms and provisions of this Lease. Such monthly rental shall equal two hundred percent (200%) of the average monthly rental payable by Tenant to Landlord for the preceding twelve (12) month period including, but not limited to, Minimum Annual Rent, Percentage Rent and any other charges payable by Tenant under this Lease.

20.2 Failure to Surrender. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees), judgments, proceedings and causes of action of any kind whatsoever, liability resulting from such failure including, but not limited to, any claims made by any succeeding tenant based upon Tenant's failure to surrender.

ARTICLE XXI-NOTICES

21.1 Notices. Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in

writing and forwarded by certified or registered mail, or commercial courier services which obtain a signature for receipt of delivery (such as FedEx) addressed to the parties at the addresses listed in Section 1.1 hereof. Either party may change such address by written notice sent by certified or registered mail to the other.

21.2 Default Notices. Notwithstanding anything to the contrary contained herein, any notices Landlord is required or authorized to serve upon Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article X (improper advertising medium/signs), Article XIV (failure of Tenant to properly repair and/or maintain the Premises), or Article XVI (improper parking of automobiles), must be in writing but shall be deemed to have been duly given or served upon Tenant by delivery of a copy of such notice to one of Tenant's managing or responsible employees at the Premises or by mailing a copy of such notice to Tenant in the manner specified above.

ARTICLE XXII-MARKETING FUND

22.1 Marketing Fund Charge. Landlord may establish a Marketing Fund for the Center. Tenant agrees to pay to Landlord a Marketing Fund Charge payable in advance on the first day of each month as Tenant's contribution toward the advertising, promotion, public relations and administrative expenses related thereto. The Marketing Fund Charge payable by Tenant to Landlord will be subject to adjustment by a percentage equal to the percentage increase of the Index (as defined in Section 4.2), if any, from the Base Period. The term "Base Period" as used herein shall refer to the date on which said Index is published by the Bureau of Labor Statistics or successor, or similar governmental agency, as may then be in existence, and shall be most nearly equivalent thereto. Tenant's initial Marketing Fund Charge shall be an amount equal to the amount of Section 1.1 hereof multiplied by the floor area of the Premises per calendar year, or the sum of Five Hundred and 00/100 Dollars (\$500.00) per calendar year, whichever sum is greater.

22.2 Merchant's Association. In lieu and instead of the Marketing Fund, Landlord shall have the right and option to form a Merchant's Association and, in such case, Tenant shall become a member of and shall contribute Tenant's Marketing Fund Charge to said Association. The Articles of the Merchant's Association shall be originally approved by a majority vote of the members of the Association and thereafter shall be subject to amendments as provided in said Articles. By-laws of the Association shall be adopted, amended or repealed as provided in the Articles. Landlord agrees to contribute to the Merchant's Association an amount equal to that which would otherwise have been contributed by Landlord to the Marketing Fund including any in lieu contributions.

ARTICLE XXIII-MISCELLANEOUS PROVISIONS

23.1 Severability. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

23.2 Warranty of Corporate Authority. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly formed corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of California; that all franchise and corporate taxes have been paid to date; and that all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

23.3 Merger. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease entirely supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreement between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Lease may be modified, deleted or added to except by written Lease Amendment signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is totally upon the representations and agreements contained in this Lease.

23.4 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Center as Landlord in the exercise of its sole business judgment shall determine. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Center.

23.5 Governing Law. The laws of the State of California shall govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the county and judicial district in which the Center is located. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall

not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

23.6 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations, once accrued, imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease.

23.7 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative, and no one remedy shall be exclusive of any other remedy, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

23.8 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

23.9 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

23.10 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) or four percent (4%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant hereby agrees that, if Tenant is subject to a late charge for two (2) consecutive months, Minimum Annual Rent for the following twelve (12) months shall automatically be adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance.

23.11 Financial Statements. At any time during the Lease Term, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Landlord or any institutional lender which is negotiating with Landlord for interim, construction or permanent financing, with a confidential current financial statement dated within ninety (90) days of the date Tenant receives Landlord's notice and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

23.12 Real Estate Brokers. Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify the other against and hold it harmless from all liability arising from any such claim including, without limitation, the cost of attorneys' fees in connection therewith.

23.13 Interest. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Annual Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. If Tenant shall fail to pay, when the same is due and payable, any rent or other charge, such unpaid amounts shall bear interest at six percent (6%) per annum or the maximum lawful rate from the date due to the date of payment.

23.14 No Offer to Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, occupancy of the Premises; and this document shall become effective and binding only upon execution and delivery hereof by Tenant and by Landlord (or, when duly

authorized, by Landlord's agent or employee). No act or omission of any agent of Landlord or Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

23.15 Exculpation. Notwithstanding any other provision hereof, neither Landlord nor Landlord's partners, officers, directors, shareholders, members, employees or affiliates shall not have any personal liability hereunder. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Center and out of rents or other income from such property receivable by Landlord, or out of the consideration receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Center, subject to the rights of Landlord's mortgagee, and neither Landlord nor its employees, officers, directors, partners, shareholders or affiliates shall be liable for any deficiency.

23.16 Hazardous Materials. Tenant covenants as follows:

A. Except for ordinary and general office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue and ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as herein defined), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the Premises, the Common Areas or any portion of the Center by Tenant, its agents, employees, subtenants, assignees, contractors or invitees (collectively, "**Tenant Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 16901 et seq.), Safe Drinking Water Act [42 U.S.C. Section 3000(f) et seq.], Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), California Health & Safety Code (Section 25100 et seq. and 39000 et seq.), California Water Code (Section 13000 et seq.) and other comparable state laws (collectively, "**Hazardous Materials Laws**"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any such federal, state or local laws, statutes, ordinances or regulations (collectively, "**Hazardous Materials**").

B. At Tenant's expense, Tenant shall procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the use of the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Center or the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall not cause any and all Hazardous Materials removed from the Center to be removed and transported, except solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Center in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon transfer of possession of the Premises, such transferor shall cause all Hazardous Materials to be removed from the Premises, transferred and transported for use, storage or disposal in accordance with and in compliance with all applicable Hazardous Materials Laws. Upon the expiration or sooner termination of this Lease, Tenant agrees to remove from the Premises, at its expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in or under the Premises or any portion of the Center by Tenant or any of the Tenant Parties.

C. Tenant shall immediately notify Landlord in writing of (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant, any of the Tenant Parties, the Premises, or any portions of the Center including, without limitation, any buildings located thereon, relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or any portions of the Center, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after any Tenant Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, any portions of the Center or Tenant's or any Tenant Party's use thereof.

D. Tenant shall immediately remove all Hazardous Materials and indemnify, defend, protect, and hold Landlord and each of its partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and expenses (including attorneys' fees), as well as the death of or injury to any person and damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Tenant's or any Tenant Party's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or any portion of the Center including, without limitation, any buildings located thereon. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises or Center or any building thereon, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant or any Tenant Party, or anyone holding under Tenant or any Tenant Party, or by any of their employees, agents, assignees, contractors or subcontractors or others acting for or on behalf of Tenant or any Tenant Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. The terms of the indemnification by Tenant set forth in this Section 23.16 shall survive the expiration or earlier termination of this Lease.

23.17 Nondiscrimination. Tenant herein covenants by and for itself, its heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry or national origin, in the leasing, renting, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

23.18 Attorney's Fees. In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs actually incurred by the prevailing party.

23.19 Successors and Assigns. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease, their respective heirs, executors, administrators, successors and assigns, subject, however, to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

23.20 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

23.21 Parties. If more than one (1) person or corporation is named as Tenant in this Lease and executes the same as such, the word "Tenant", wherever used in this Lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural, as the context may require.

23.22 Sale of Premises by Landlord. In the event of any sale, exchange or other conveyance of Landlord's interest in the Center or any portion or portions thereof by Landlord and an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or conveyance and assignment.

23.23 Landlord's Right To Relocate Premises. Landlord shall have the right to relocate the Premises to another part of the Center in accordance with the following:

A. **Decor.** The new Premises shall be substantially the same in size, decor, and nature as the Premises described in this Lease and shall be placed in such condition by Landlord at its cost.

B. **Relocation.** The physical relocation of the Premises shall be accomplished by Landlord at Landlord's cost.

C. **Notice.** Landlord shall give Tenant at least thirty (30) days' notice of Landlord's intention to relocate the Premises.

D. **Time.** Landlord shall diligently pursue the relocation of the Premises, and Minimum Annual Rent and all other sums and charges payable under this Lease shall abate during the period of such relocation.

E. **Costs.** All incidental costs incurred by Tenant as a result of the relocation including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising, and other such items, shall be paid by Landlord in a sum not to exceed One Thousand and 00/100 Dollars (\$1,000.00).

F. **Frequency.** Landlord shall not have the right to relocate the Premises more than two (2) times during the Lease Term.

G. **Size.** If the relocated Premises are smaller than the Premises as they existed before the relocation, Minimum Annual Rent and other charges hereunder shall be reduced to a sum computed by multiplying the Minimum Annual Rent by a fraction, the numerator of which shall be the gross leasable square footage floor area of the relocated Premises and the denominator of which shall be the gross leasable square footage floor area of the Premises before relocation.

H. **Amendment.** The parties shall immediately execute an amendment to this Lease stating the relocation of the Premises and the reduction of Minimum Annual Rent, if any.

23.24 Landlord's Contingencies.

A. Tenant shall deliver current written financial and operating statements, certified by Tenant to be true, accurate and complete, to Landlord upon execution of this Lease for Tenant and Guarantor. In the event such statements are unacceptable to Landlord, Landlord may terminate this Lease within thirty (30) days of Landlord's receipt of any said statement.

B. Execution and delivery of the Guaranty by Guarantor.

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///
///

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

"LANDLORD"

IRIS PARTNERS, LLC,
a California a limited liability company

By: PANORAMA PARTNERS, INC.,
a California corporation, Manager

By: _____
Wesley Fifield, President

"TENANT"

CITY OF MORENO VALLEY, a California municipal corporation

By: _____
Thomas M. DeSantis, City Manager

IF TENANT SHALL BE A CORPORATION, THE AUTHORIZED OFFICERS MUST SIGN ON BEHALF OF THE CORPORATION. THE LEASE MUST BE EXECUTED BY THE PRESIDENT OR VICE-PRESIDENT AND THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT, THE BYLAWS OR A CERTIFIED COPY OF THE RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED.

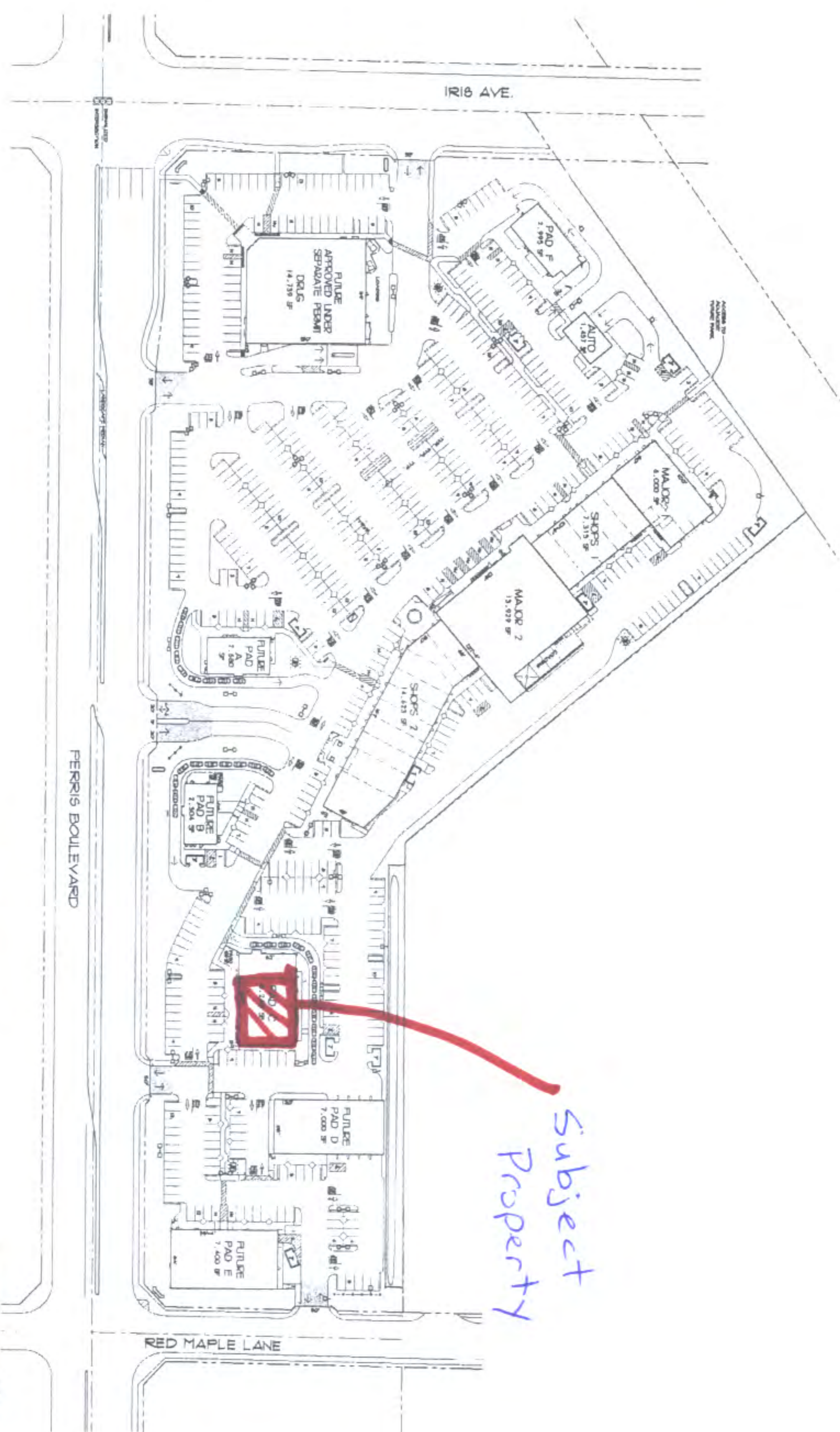
EXHIBIT "A"

SITE PLAN

LEASE SITE PLAN
IRIS PLAZA
MORENO VALLEY, CA.

PANORAMA DEVELOPMENT, LLC
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
909 931-3363

DATE: JANUARY 26, 2009
DRAWN: MASON, JONAH
1716 S. SHAWNT DR., FOURTH FLOOR
LOS ANGELES, CA 90008
WWW.PANORAMA.COM



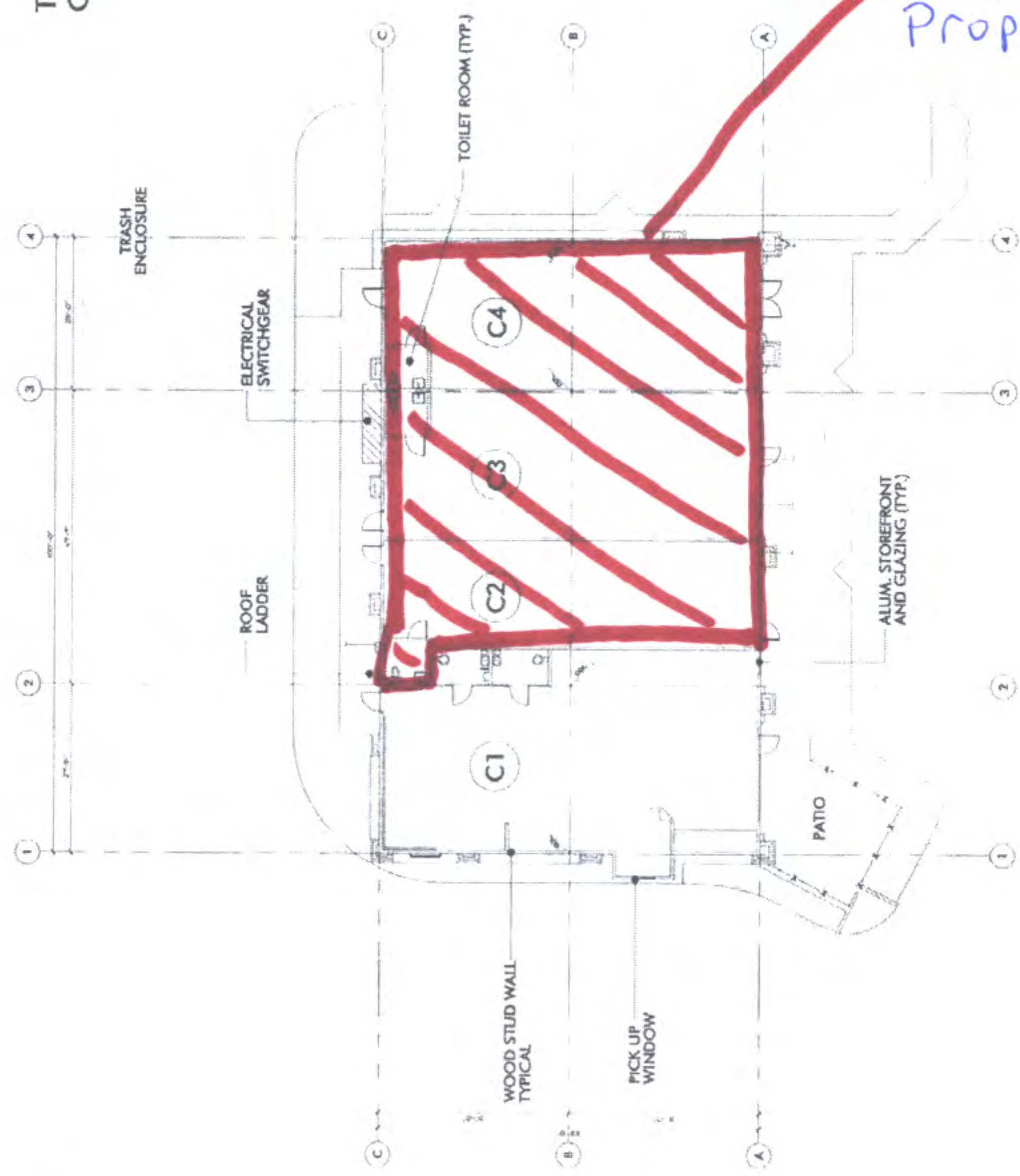
Subject Property

ALL RIGHTS, RESERVED. THIS DOCUMENT MAY BE USED AS EVIDENCE OF THE PLAN.
THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.
THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION OR TO OBTAIN PERMITS.
THESE ARE NOT THE FINAL APPROVED PERMITS AT THE COUNTY, THE CITY, COUNTY, STATE,
OR FEDERAL GOVERNMENT OR ANY OTHER AGENCY.

PAD C

TOTAL AREA (PAD C): 6,240 S.F.
OUTSIDE PATIO (PAD C): 400 S.F.

EXHIBIT "B" FLOOR PLAN OF THE PREMISES



Subject Property



CITY: NOVEMBER 24, 2008
NADEL JOB# 04-110
USAB PLAN NUMBER: 14-C-1000-07
NADEL RETAIL ARCHITECTS, LP
1490 S. RANDY OIL, FOURTH FLOOR
LOS ANGELES, CA 90025
TEL: 213.512.1100 FAX: 213.512.1101
WWW.NADELRETAIL.COM

LEASING PLAN - PAD BLDG. C (6,240 S.F.)

IRIS PLAZA
MORENO VALLEY, CALIFORNIA

PANORAMA ▲ DEVELOPMENT, LLC

1150 NORTH MOUNTAIN AVENUE, SUITE 109
UPLAND, CALIFORNIA 91786
(909) 931-3363

EXHIBIT "C"
CONSTRUCTION PROVISIONS

I. LANDLORD'S WORK

A. Landlord to provide the Premises in its current "As Is" condition hereinafter "Landlord's Work":

II. TENANT'S WORK

A. General

1. All work required to complete and place the Premises in finished condition for opening of business (except for Landlord's Work) shall be performed by Tenant at Tenant's sole cost and expense with all due diligence, which work shall hereinafter be referred to as "**Tenant's Work**".

2. The Center is being developed under the jurisdiction of the City of Moreno, County of Riverside, State of California, and federal safety codes. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, and Landlord's design criteria for Tenant's Work previously delivered to Tenant.

3. All permits, licenses and approvals for Tenant's Work shall be obtained by Tenant or its contractor prior to the commencement of construction and shall be posted in a prominent place within the Premises as required by the agency issuing the permit.

4. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's Working Drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Working Drawings and specifications or included as Landlord's Work in this Exhibit "C". Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.

5. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job. All work shall be coordinated with the general project work.

6. Where conflict exists between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, as set forth herein, the more stringent of the requirements shall govern.

7. Tenant shall inspect, verify and coordinate all field conditions pertaining to the Premises from time to time prior to the start of its store design work, through its construction, including its fixturing and merchandising. Tenant shall advise Landlord immediately of any discrepancies with respect to Landlord's drawings. Any adjustments to the work arising from field conditions, not apparent on Tenant's drawings and other building documents, shall require the prior written approval of Landlord.

8. Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or building facility necessity, field conditions, or directives of governmental authorities having jurisdiction over the Premises, or directives of Landlord's insurance underwriters.

B. Public Safety. Tenant shall confine the construction work to within the Premises as much as possible and shall work in an orderly manner removing trash and debris from the project on a daily basis. At no time will pipes, wires, boards or other construction materials cross public areas where harm could be caused to the public. The requirements of "Occupational Safety and Health Administration" (OSHA) prepared by the Department of Labor will govern. If Tenant fails to comply with these requirements, Landlord will cause remedial action as deemed necessary by Landlord to protect the public. All costs of said remedial action shall be charged to Tenant and shall become Tenant's responsibility.

C. Tenant Damage to Construction. Tenant will be required to furnish the necessary ramps, coverings, etc., to protect Landlord's facilities and adjoining premises from damage. All costs to repair damage to Landlord's facilities and to adjoining premises will be at the expense of Tenant. Actual repair work may be accomplished by Landlord at Landlord's option.

D. Turnover of Premises to Tenant by Landlord. Tenant shall be responsible for:

1. H.V.A.C. It shall be the responsibility of Tenant to pay for heating and/or cooling, if used, during the installation of Tenant's Work.

2. Electrical/Water, Etc. Tenant's permanent electric service, where possible, shall be used to provide power for Tenant's Work. Meters shall be installed prior to Tenant's Work, and Tenant shall pay for service and water and all utilities consumed. Work performed with temporary electric service will be at Tenant's expense.

E. Drawings and Specifications.

1. Within ninety (90) days of the Effective Date of this Lease, Tenant shall prepare and submit to Landlord for approval an interior completion plan, design drawings, working drawings and specifications necessary to complete "Tenant's Work" under this Exhibit "C". As soon as practicable after receipt of such Drawings and Specifications, Landlord shall return to Tenant such Drawings and Specifications with its suggested modifications and/or approval. If, upon receipt of Landlord's modified Drawings and Specifications, Tenant wishes to take exception thereto, Tenant may do so within ten (10) days from the date on which Tenant receives Landlord's modified Drawings and Specifications. Unless such action is taken by Tenant, it will be deemed that all modifications made by Landlord on the Drawings and Specifications are acceptable to and adopted by Tenant.

2. If Drawings and Specifications are returned to Tenant with modifications, said Drawings and Specifications shall be revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.

3. Upon Landlord's approval in all respects of all such Drawings and Specifications, Tenant shall cause Tenant's Work to be completed and installed or such installations or alterations to be performed, as the case may be, in accordance with the Drawings and Specifications approved by Landlord, and no deviation from said Drawings and Specifications shall be made without Landlord's prior written approval. Tenant shall obtain all necessary permits in connection with the installation of such Tenant improvements and the performance of such work prior to the commencement of any work.

4. If Tenant's Work entails any structural changes to the Premises, Tenant shall submit detailed structural plans, and Landlord's review of such plans shall be at Tenant's expense, provided that such expense shall not exceed One Thousand and 00/100 Dollars (\$1,000.00). Moreover, Tenant shall not be permitted to commence any Tenant's Work until all plans applicable thereto have been approved in writing by Landlord.

5. At any time during the Lease Term, any and all modifications to the Premises requiring alterations to the architectural, mechanical, electrical, fire protection or structural systems will require Tenant to supply detailed Working Drawings and appropriate calculations covering those modifications to Landlord for written approval. Interior painting, wall covering, carpeting and placement of movable trade fixtures are considered normal maintenance items and do not require Landlord approvals, but otherwise meet the requirements of this Exhibit. All other alterations require Landlord's written approval.

6. Landlord's approval or inspection of any of Tenant's plans, shop drawings, etc., so submitted is made for identification purposes only and neither Landlord, nor its agents, servants or employees shall have any liability in any respect to any inadequacies, deficiencies, errors or omissions or non-complying features contained in any or all of Tenant's preliminary plans or final plans or Landlord's comments in respect to same.

F. Tenant Improvements. All work to be performed by Tenant is herein referred to as "**Tenant's Work**". Without limiting the generality of the foregoing, the term "Tenant's Work" includes the following:

1. Storefront: Tenant shall furnish and install at its cost all additional storefront construction not provided by Landlord per this Exhibit "C" including, but not limited to, application of finish and decorating material on the interior side of the "storefront".

2. Floors: Tenant shall furnish and install all interior floor coverings and finishes and be responsible for preparation of floor surfaces except for the restroom floor. All exposed concrete floors shall have a sealant applied. Carpeting and/or other quality floors, such as glazed or unglazed pavers or wood parquet, shall be used in all public areas except in such instances where other types of floor covering materials are specifically approved by Landlord. Vinyl tile is generally not considered an acceptable finish material in public areas. Additional restroom(s), kitchen(s) and storage areas shall have thresholds at the doors in such a manner as will not permit the passage of water or other liquids to the adjacent tenant space.

3. Walls: Tenant shall furnish and install all partitions and doors other than for restrooms and all interior wall finish materials including, but not limited to, Tenant's sales area, stock area, restroom, fitting rooms, etc. Inasmuch as Landlord's demising walls have not been designed for Tenant's superimposed fixture loads and/or any

unusual wall decor, Tenant shall structurally reinforce the existing walls as required and approved by Landlord, to accommodate any additional superimposed loading required by Tenant's design. Any combustible materials applied to the demising partitions shall receive a U.L. labeled fire retardant coating. Tenant spaces with unusual sound and/or odor problems shall have sound and odor absorbent wall installed and in such a manner which will not permit the passage of sound and/or odors through the wall(s) to the adjacent space(s).

4. Ceilings: Tenant shall furnish and install all additional interior ceiling finish materials not provided by Landlord.

5. Utilities: Tenant shall make provision for separate metering of applicable utilities, all telephone service equipment within the Premises in accordance with local utility requirements. Tenant shall be responsible for speaker wires for any stereo system and/or phone system. Tenant's utility service requirements in excess of that provided by Landlord shall be furnished and installed by Landlord's contractor at Tenant's expense.

6. Special Equipment: Tenant shall provide for Landlord's installation at Tenant's cost any and all additional mechanical equipment, curbs, supports, etc., including, but not limited to, swamp cooler or additional H.V.A.C., additional plumbing, elevators, conveyors, etc., related to the operation of Tenant's business, and located within the Premises. Tenant shall provide fire extinguishers as required by code.

7. Fixtures and Furniture: Tenant shall furnish and install all new furniture, trade fixtures, shelving and other work necessary for its operation within the Premises.

8. Material and Warranties: Tenant shall use only new, first-class materials in the completion of Tenant's Work. All work and equipment shall be warranted for a minimum of one (1) year from installation and shall comply with all applicable codes.

9. Roof Work: Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that, when completed, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord.

10. Kitchen Areas: All kitchen areas shall have installed proper range hoods and insulated exhaust ducts. Waste lines shall have grease interceptors, make-up air system, fire extinguishing system for all cooking exhaust hoods and fire extinguishers. All kitchen exhaust fans shall be of upblast type.

11. Storefront Sign: In accordance with **Exhibit "F"** to the Lease.

12. Other Work: Tenant shall be responsible for all other work that is not listed as "Landlord's Work".

G. Insurance. Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during Tenant's Work construction, fixturing and merchandising of the Premises, including any modification performed by Tenant during the Lease Term, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries, employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given thirty (30) days' prior written notice of any alteration or termination of coverage in the amounts as set forth below, and such insurance as may from time to time be required from city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances:

1. Tenant and Tenant's general contractor and subcontractor(s) required minimum coverages and limits of liability:

(a) Worker's Compensation as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the

employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance shall be excess insurance only.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractor or any of their subcontractors, or by anyone directly employed by any of them.

(d) Builder's Risk Insurance -- Completed Value Builder's Risk Damage Insurance Coverage. Tenant shall provide an "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Premises as it relates to the building within which the Premises are located. The policy shall include as insureds Tenant, its contractor and subcontractors, and Landlord, as their respective interests may appear within the Premises and within one hundred feet (100') thereof. The amount of insurance to be provided shall be one hundred percent (100%) replacement cost.

2. All such insurance policies required under this Exhibit, except as noted above, shall include Landlord, Landlord's agents and beneficiaries, Landlord's on-site representatives, Landlord's architect, and Landlord's general contractor, as additional insureds; except Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, Landlord's architect and Landlord's general contractor, Landlord's agents and beneficiaries.

3. The insurance required under this Exhibit shall be in addition to any and all insurance required to be provided by Tenant pursuant to the Lease.

H. Trash Removal.

During the construction, fixturing and merchandise stocking of the Premises, Tenant shall provide trash removal at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Premises on a daily basis and to break down all boxes and place all such trash and debris in the containers supplied for that purpose. If trash and debris are not removed on a daily basis by Tenant or Tenant's contractor, then Landlord shall have the right to remove such trash and debris or have such trash and debris removed at the sole cost and expense of Tenant.

I. At Completion of Tenant's Work. Tenant will provide Landlord with the following within thirty (30) days following store opening:

1. A Certificate of Occupancy prior to opening for business.
2. Unconditional Waivers of Liens and Sworn Statements in such form as may be required by Landlord from all persons performing labor and/or supplying materials in connection with such work showing that all parties have been paid in full.
3. Submission by Tenant to Landlord of detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof.
4. Submission by Tenant to Landlord of warranties for not less than one (1) year against defects in workmanship, materials and equipment as required in this Exhibit.
5. Submission by Tenant of a statement wherein Tenant agrees to indemnify Landlord and Landlord's designated Escrow Agent against any and all liens against the Premises or any claims by any materials suppliers, contractors, or subcontractors.
6. Tenant shall have reimbursed Landlord for the cost of Tenant's Work done for Tenant by Landlord, the cost of temporary power and of trash removal, and all other sums owed by Tenant to Landlord pursuant to the Lease and Exhibits.
7. Tenant shall furnish a copy of the License to do Business.
8. Tenant shall execute an Estoppel Letter which will be prepared by Landlord.
9. "As-Built" Drawings of all permanent Tenant Work performed.

10. Recordation of a valid Notice of Completion.

EXHIBIT "D"
GUARANTEE OF LEASE

THIS GUARANTEE OF LEASE ("Guarantee") is entered into as of the 1st day of March, 2020, by CITY OF MORENO VALLEY, a California municipal corporation ("**Guarantor**"), whose address is 14177 Frederick Street, PO Box 88005 Moreno Valley, CA 92552-0805 for the benefit of IRIS PARTNERS, LLC, a California limited liability company ("Landlord"), with reference to the following facts:

A. Landlord and CITY OF MORENO VALLEY, a California municipal corporation ("Tenant") have entered or will enter into a Shopping Center Retail Lease of even date herewith ("Lease").

B. By its covenants herein set forth, Guarantor has induced Landlord to enter into the Lease with Tenant, which was made and entered into in consideration for Guarantor's covenants.

1. Guarantor unconditionally guarantees, without deduction by reason of setoff, defense or counterclaim, to Landlord and its successors and assigns the full and punctual payment, performance and observance by Tenant, of all of the terms, covenants and conditions in the Lease contained on Tenant's part to be kept, performed or observed.

2. If Tenant shall at any time default in the performance or observance of any of the terms, covenants or conditions in the Lease contained on Tenant's part to be kept, performed or observed, Guarantor will keep, perform and observe same, as the case may be, in the place and stead of Tenant.

3. Any act of Landlord, or its successors or assigns, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extension of time to Tenant, may be done without notice to Guarantor and without releasing Guarantor from any of its obligations hereunder.

4. The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of any security given for the performance and observance of any covenant or condition in the Lease contained on Tenant's part to be performed or observed, nor by any modification of the Lease, regardless of whether Guarantor consents thereto or receives notice thereof.

5. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (h) any termination of the Lease.

6. Guarantor further agrees that it may be joined in any action against Tenant in connection with the obligations of Tenant under the Lease and recovery may be had against Guarantor in any such action. Landlord may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Tenant or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all right to assert or plead at any time any statute of limitations as relating to the Lease, the obligations of Guarantor hereunder and any and all surety or other defenses in the nature thereof including, without limitation, the provisions of California Civil Code Section 2845 or any similar, related or successor provision of law.

7. Until all the covenants and conditions in the Lease on Tenant's part to be performed and observed, are fully performed and observed, Guarantor (a) shall have no right of subrogation against Tenant by reason of any payments or performance by Guarantor hereunder; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

8. If Landlord desires to sell, finance or refinance the Center, or any part thereof, Guarantor hereby agrees to deliver to any lender or buyer designated by Landlord such financial statements of Guarantor as may be reasonably required by such lender or buyer. Such statements shall include the past three (3) years' financial statements of Guarantor. All such financial statements shall be received by Landlord in confidence and shall be used only for the foregoing purposes.

9. This Guarantee shall apply to the Lease, any extension, renewal, modification or amendment thereof and to any assignment, subletting or other tenancy thereunder or to any holdover term following

the term granted under the Lease or any extension or renewal thereof, regardless of whether Guarantor consents thereto or receives notice thereof.

10. In the event this Guarantee shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of Guarantor's liability hereunder other than as expressly provided herein, then Guarantor shall be deemed to be a tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint and several tenant therein with respect to the obligations of Tenant thereunder hereby guaranteed.

11. In the event of any litigation between Guarantor and Landlord with respect to the subject matter hereof, the unsuccessful party to such litigation agrees to pay to the successful party all fees, costs and expenses thereof, including reasonable attorneys' fees and expenses.

12. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to a waiver of the same or any other right on any future occasion.

13. If there is more than one undersigned Guarantor, the term Guarantor, as used herein, shall include all of the undersigned; each and every provision of this Guarantee shall be binding on each and every one of the undersigned jointly and severally liable hereunder; and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

14. This instrument constitutes the entire agreement between Landlord and Guarantor with respect to the subject matter hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

15. This Guarantee shall be governed by and construed in accordance with the laws of the State of California.

16. Notice hereunder shall be in writing and shall be effective upon personal service or five (5) days after deposit thereof in the United States Mail, registered or certified delivery, return receipt requested, to the other party at its above address, except that under no circumstances shall Landlord be obligated to give Guarantor any notice not specifically required to be given by Landlord pursuant to this Guarantee. Either party may by notice given as aforesaid designate a different address for notice purposes. Any action to declare or enforce any rights or obligations under this Lease may be commenced by Landlord in the Superior Court of the County in which the Center is located. Guarantor hereby consents to the jurisdiction of such Court for such purposes and agrees that any notice, complaint or legal process so delivered shall constitute adequate notice and service of process for all purposes and shall subject Guarantor to the jurisdiction of such Court for purposes of adjudicating any matter related to this Guarantee.

IN WITNESS WHEREOF, Guarantor has executed this Guarantee as of the date first above written.

"GUARANTOR"

CITY OF MORENO VALLEY, a California municipal corporation

By: _____
Thomas M. DeSantis, City Manager

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

EXHIBIT "E"
ESTOPPEL CERTIFICATE

The undersigned, as Tenant, under that certain Shopping Center Retail Lease dated _____, 20__ , made with IRIS PARTNERS, LLC, a California limited liability company ("Landlord"), hereby certifies as follows:

1. The undersigned has entered into occupancy of the Premises described in the Lease;

2. The Lease is in full force and effect and has not been assigned, subleased, modified, supplemented or amended in any way, except as follows: _____

3. The Lease represents the entire agreement between the parties as to the leasing of the Premises;

4. The Commencement Date of the Lease is _____;

5. There is an unexpired term under the Lease of _____ (_____) years;

6. The Lease provides Option(s) to extend or renew the Lease Term until _____ (____) years. (If no Option exists, insert "None".)

7. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied;

8. There are no defaults by either Tenant or Landlord thereunder;

9. Rents have been paid through _____. The amount is _____; and

10. The sum of \$_____ was paid to Landlord as a security deposit and the sum of \$_____ was paid for last month's rent. (If none paid insert "None".)

11. On this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord, except: _____.

12. All work required of Landlord by the Lease has been completed in accordance with the terms of the Lease, and I have accepted and I am now in possession of the Premises. (If not all work has been completed, state what still needs to be done.) _____
_____.

13. No person or firm other than myself is in possession, and to the best of my knowledge, no other person or firm other than Landlord has a future right to the Premises. (If anyone else has such rights, state name, address and explain such rights.) _____
_____.

The undersigned hereby agrees:

1. To disclaim all right, title or interest in the Premises except the rights granted by the Lease; and

2. To notify the holder of any mortgage affecting the Premises of any default on the part of Landlord which Tenant proposes to cure and deduct from rentals, or use as a basis for cancellation of the Lease and hereby grants to any such holder the option to cure said default within a reasonable length of time. Tenant further agrees not to invoke any of its remedies under the Lease during any period that any such holder is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises and cure the default. The undersigned hereby acknowledges that _____
_____ is presently the holder of a mortgage affecting the Premises.

The statements in this Estoppel Certificate may be relied on by Landlord, any purchaser of the Premises, and any lender who extends credit in connection with the Premises. I agreed that on receipt of notice of the name and address of any lender who holds a mortgage or deed of trust on the Premises, I will give such lender notice of any default by Landlord during the term of the Lease and a reasonable period after the default within which such lender may cure the default.

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

EXECUTED this _____ day of _____, 20____.

"TENANT"

CITY OF MORENO VALLEY, a California municipal corporation

By: _____
Thomas M. DeSantis, City Manager

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

**EXHIBIT "F"
SIGN CRITERIA**

(begins on the next page)

Paris Plaza
Moreno Valley, CA

SIGN CRITERIA

Prepared by  National Sign & Marketing Corporation

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363

DEVELOPER

Panorama Development, LLC

1150 N. Mountain Avenue, Suite 109
Upland, CA 91786
Tel: 909.931.3363

SIGN CONSULTANT

National Sign & Marketing Corp.

13580 FIFTH STREET
CHINO, CALIFORNIA 91710
Tel: 909.591.4742 Fax: 909.598.9792

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S I G N C R I T E R I A

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363

Objective

The objective of the following sign criteria is to provide standards and specifications that assure consistent quality, size variety and placement for Tenant signs throughout this project. These criteria are also intended to stimulate creative invention and achieve the highest standard of excellence in environmental graphic communication. Such excellence is often achieved through open and frequent dialogue between Tenant, Landlord and the project's graphic design consultant. Signing Iris Plaza, Moreno Valley, California is an integral part of the center's image and appeal, so signs must be thoughtfully designed, placed and proportioned to the individual architectural façade on which they are placed. Care in the design and installation of store signs will enhance customer's appreciation of individual tenants and contribute to the project's overall success.



Overview

The overview of this sign criteria is to assist the Landlord/Tenant and city relationship.

The Landlord is responsible to:

- (a) Provide base building design and construction information requested by tenant's sign design consultant.
- (b) Expedite the review, revision and approval of tenant sign submissions.

The Tenant will be responsible for the:

Design fabrication, permitting and installation of signs, including any structural support and electric service and any special installation requiring addition or modification to the shell building approved by the Landlord.

SIGN MAINTENANCE

The Tenant shall employ sign fabricators and installers approved by the Landlord who are well qualified in the techniques and procedures required to implement the sign design concept.

The Tenant will abide by all provisions, guidelines and criteria contained within Iris Plaza, Moreno Valley, California Sign Program and these sign criteria.

Only those signs types provided for and specifically approved by the Landlord in Tenant's sign submission documents will be allowed.

The Landlord may, at his discretion and at the Tenant's expense, correct, replace or remove any sign that is installed without Landlord's written consent, or that is not executed in conformance with the approved submission.

Tenant shall furnish the Landlord with a copy of all sign fabrication and installation permits prior to installation.

PRIMARY TENANT IDENTIFICATION

- Signs may identify the business name and a minimum generic word description of the service. No product identity or specific service descriptions may be displayed.

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
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Front and halo illuminated letters



Halo illuminated channel letters



Dimensional geometric shapes

Sign Styles

Creative and imaginative signage is strongly encouraged and will be the standard for Landlords review/approval of all sign design submittals.

There are many acceptable sign treatments, however, a mixed media three-dimensional approach combining several different fabrication and lighting techniques is preferred.

Tenants are strongly encouraged to consider the specific architectural style of their façade, the overall concept of the project, the scale of the proposed sign and the critical viewing angles and sight lines when designing appropriate graphics and signs for the storefront. Note that specific locations and surrounding architectural treatments can limit the maximum sign height and length, which may differ from the general guidelines proposed above. The Landlord reserves the right to approve or reject any proposed sign on the basis of its size and placement.

Acceptable sign styles include:

1. Front and halo 5" illuminated channel letters.
2. Note: acrylic face, internally illuminated channel letters will not be permitted unless successfully used as a part of an approved mixed media three-dimensional sign.
3. 3" deep halo illuminated letters.
4. Channel letter 2½" deep open channel letters with exposed neon (at Landlord's discretion).
5. Mixed media/3 dimensional signs using images, icons, logos, etc.
6. Signs painted gold, silver or copper leaf.
7. Neon accents will be approved at the sole discretion of the landlord and should be proposed only if a part of the overall tenant design concept; Dimensional geometric shapes.
8. Sand blasted, textured and/or burnished metal-leaf faced dimensional letters, pin mounted from façade.
9. Signs mounted to hard canopies, eyebrows or other projecting architectural elements.
10. Screens, grids, or mesh; Etched, polished, patina or abraded materials.

For Example: Prismatic face letter forms with full facet strokes:

Rounded face letter forms with radius faces and eased edges.

Layered letter forms with face and liner. Letter face must be at least one (1) inch thick and the liner must be a minimum of 1/2" inch thick.

Notes:

Mixed media signs are signs employing two or more illumination and fabrication methods (for example, halo lit reverse channel letters with exposed neon accents).

Although simple rectangular cabinet signs are generally not allowed, mixed media signs may be composed of several elements, one of which may be a cabinet. Sculpted, contoured or rectangular cabinets are strongly encouraged. However, the cabinet sign should not exceed 50% of the total sign area.

With the Landlord's approval, complex shaped (i.e. polyhedron) sign cabinets may be used alone if they incorporate dimensional elements such as push-thru letters and/or exposed neon.

Type Styles and Logos

- The use of logos and distinctive type styles is encouraged for all tenants signs.
- Sign lettering should be combined with other graphic and or dimensional elements denoting the type of business.
- The tenant may adapt established styles, logos and/or images that are in use on similar buildings operated by the tenant in California, provided that these images are architecturally compatible and approved by the Landlord.
- The typeface may be arranged in one or two lines of copy and may consist of upper and/or lower case letters.
- The tenant should identify trademark protected type and marks in their sign submission to assist the Landlord in the review process.

THE FOLLOWING SIGN STYLES AND ELEMENTS ARE PROHIBITED

1. Unadorned rectangular cabinet signs with translucent or opaque faces.
2. Temporary wall signs, pennants, banners, inflatable displays or sandwich boards.
3. Window signs unless approved by the Landlord (Note: box signs hanging in display windows are not allowed).
4. Gold leaf treatments on windows, box signs and exposed neon window displays without Landlords written approval. Note: Approval is at Landlords sole discretion.
5. Off-the-shelf signs are discouraged.
6. Exposed junction boxes, wires, plug in wires on window signs, transformers, lamps, tubing, conduits, raceways or neon crossovers of any type.
7. Signs using trim-cap retainers that do not match the color of the letter and logo returns (polished gold, silver or bronze trim caps are not permitted).
8. Pre-manufactured signs, such as franchise signs, that have not been modified to meet these criteria.
9. Paper, cardboard or Styrofoam signs, stickers, or decals hung around or behind storefronts.
10. Exposed fasteners, unless decorative fasteners are essential to the sign design concept.
11. Flashing, oscillating, animated lights or other moving sign components, except as specifically approved by the Landlord.
12. Rooftop signs or signs projecting above roof lines or parapets
13. Advertising or promotional signs on parked vehicles.
14. Exposed raceway, unless it forms a creative design element of the sign.



Mixed Media;
Exposed neon, halo neon, painted letters, burnished leaves, patina cabinets

Rounded face letter forms

Exposed neon as a graphic element

Channel letter with exposed neon

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

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 UPLAND, CA 91786
 (909) 931-3363



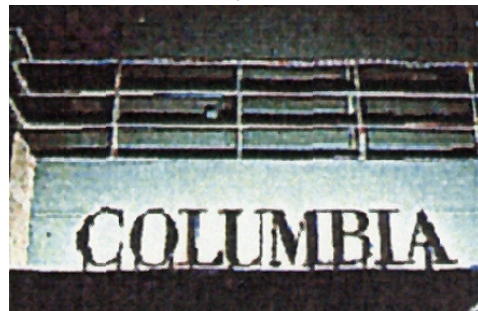
Cabinet with 3/4" pushed through letters



Illuminated cabinet with routed copy backed with acrylic. Cabinet also has halo



Front illuminated with incandescent light bulbs



Cove lighting

Colors

The following guidelines are for selecting colors for Tenant signing. The project and the individual building façade will consist of a variety of colors and materials. The Landlord encourages the Tenant to consider these colors when choosing his sign colors, and where feasible the Landlord will consider the Tenants color scheme when making final building color and material choices. Tenants are requested to make early color submission for review by the Landlord although, final determination of building colors will follow from on-site mock-ups and draw downs reviewed and approved during construction of the base building shell.

Signs may incorporate regionally recognized logo colors.

Sign colors should be selected to provide sufficient contrast against building background colors.

Sign colors should provide variety, sophistication and excitement.

Color of letter returns shall match the color of the face of the letter or match the wall surface color.

Interior of open channel letters should be painted dark when placed against light backgrounds.

Accent neon colors should complement related signing elements.

Lighting

Tenant signs should be creatively illuminated using a variety of lighting techniques.

One or more of the following are allowed:

- Front and halo illuminated channel letters
- Halo illuminated pin-mounted reverse channel letters
- Reverse channel neon with silhouette illumination
- Fiber optics
- Incandescent light bulbs
- Internally illuminated signs with seamless opaque cabinets and pushed-thru lettering and/or neon.
- Cove lighting

If it is determined by Landlord that the primary lighting of tenant's wall sign or blade sign is too intense, the Landlord may require at Tenant's expense to install a dimmer switch.

All front lighting must be baffled and obscured from direct visibility with recessed channels, which are fully integrated into the building façade elements.

Decorative shrouds or housings custom designed and fabricated to maintain or enhance the architectural integrity of the building may be used to conceal "off the shelf" standard fixtures subject to Landlord's approval.

Approval

The landlord has engaged the services of a sign consultant for the entire project who will assist in the review and approval of tenant sign submissions and insure their conformance to the project's overall Sign Criteria.

At least thirty (30) days prior to the Landlord's scheduled delivery of the premises, tenant shall provide the following information to Panorama Development, LLC for review.

Note:

This information is separate from sign approval submission and store design and drawing submissions, and will be used to begin the sign design process.

Store name;
 Store logo (in color with colors identified);
 Store interior materials, colors and finishes.

Allowing reasonable time for Landlord's and City of Moreno Valley's review and tenant's revision of submission in advance of sign fabrication, tenant shall submit for Landlord's approval five (5) sets of complete and fully dimensioned shop drawings of the tenant's sign to the Landlord's tenant coordinator.

Wesley M. Fifield
 1150 N. Mountain Ave., Suite 109
 Upland, CA 91786

Shop drawings shall include at least the following:

- Tenant's entire building façade elevation, showing the proposed sign, in color drawn to scale of 1/4" - 1'-0".
- Storefront (partial building) elevation showing the location, size, color, construction and installation details of the tenant's proposed sign.
- Typical "section-through" letter and/or sign panel showing the dimensioned projection of the letter or panel face and the illumination method.
- Color and material samples together with a photograph (if possible) of a similar installation.
- Within ten (10) days of receipt of the sign submission, the Landlord will approve, as noted, or disapprove with comments the tenant's sign design.

Tenant must respond to the Landlord's comments and re-submit within ten (10) calendar days, and repeat this process until all sign design, fabrication and installation issues are resolved to the Landlord's satisfaction.

Upon receipt of final sign approval by Landlord, tenant must submit sign submission to the City of Moreno Valley for approval.

Upon receipt of final sign approval by City of Moreno Valley, Tenants shall submit an approved copy of sign submission to Landlord.

Fabrication

The tenant must insure that his sign fabricator and installer understand their responsibilities before they begin sign fabrication.

The tenant's sign contractor(s) are responsible for the following:

Signs must be fabricated of durable appropriate weather resistant materials complementary to the base building materials.

Dissimilar metals used in sign fabrication shall be separated with non-conductive gaskets to avoid electrolysis. Additionally, stainless steel fasteners shall be used to attach dissimilar metals;

Threaded rods or anchor bolts shall be used to mount sign letters which are held off the background panel. Angle clips attached to letter sides will not be permitted.

Colors, materials and finishes shall exactly match those submitted to and approved by the Landlord.

Visible welds and seams will be ground smooth and filled with auto body compound before painting.

No fasteners, rivets, screws or other attachment device shall be visible from any public vantage point;

Finished metal surfaces shall be free from canning and warping. All sign finishes shall be free from dust, orange peel, drips and runs and shall have a uniform surface conforming to the highest industry standards;

Reverse channel letters shall be pinned 2" off the wall. The letter return depth shall be a minimum of 3" and letters shall have a clear Lexan backing.

Double neon tube shall be used where the width of the letter stroke exceeds 2½ inches.

Installation

The Tenant's sign installer will:

Provide the Landlord with an original certificate of insurance naming the Landlord as an additional insured for liability coverage in the amount of One Million Dollars (\$1,000,000) prior to beginning fabrication;

Obtain all required sign permits from the City of Moreno Valley and deliver copies to the Landlord before installing the sign/s;

Keep a Landlord approved set of drawings on site when installing the sign;

Warrant the sign against latent defects in materials and workmanship for a minimum of one year.

Major 1 & 2 Tenant Signage

- MATERIALS:** A variety of wall sign treatments is encouraged. Signs may use any acceptable treatment as provided for in the Tenant Sign Criteria, except as restricted below.
- COPY:** Tenants name and logo
 Signs may identify the business name and a minimum generic word description of the service.
 No product identity or specific service descriptions may be displayed.
- SIGN AREA:**
- The maximum allowable letter height is not to exceed 60" for a single line, 72" for a double line.
 - Exterior signs identifying banking of financial services, National chain located within anchor Tenant's building, will be allowed exterior building signage up to a maximum of twenty-five (75) square feet. The combined square footage of the main sign and the financial services sign shall not exceed 10% of the building face.
 - One (1) major Tenant storefront identification sign is allowed per elevation facing street and parking lot up to a maximum of two (2) signs per building.
 - Custom Tenant logo type/name with Landlord approval.
 - Maximum sign area. Each tenant may erect a wall sign on the front, side and rear of the building space occupied by such tenant with a sign area not to exceed ten (10) percent of the building face occupied by such tenant, except that such sign need not be less than twenty (20) square feet in area.
- BALLOONS & BUNTING:**
- Balloons and Bunting shall be permitted within the shopping center.
 - a) Condition and Location. The size and location of balloons and bunting shall be approved by the Community Development Director or designee. Balloons and bunting shall not be permitted on off-site utility/light poles or within the public right-of-way. Torn, tattered and/or damaged balloons/bunting shall be replaced, repaired or removed upon notification. (ord. No. 3878, § 8 [part].)
- WINDOW SIGNS:**
- Window signs shall cover no more than twenty-five percent (25%) of the "clear-sight" window area situated between four and seven feet above the finished floor level, per section 9.12.040.D.
- TYPE FACE:**
- Custom tenant logo-type/name with Landlord approval.
- COLORS:**
- Custom colors logo-type/or colors with Landlord approval.
- LIGHTING:**
- Signs will be internally illuminated with neon or flourescent lamps or externally illuminated with gooseneck lamps, compact spot lighting or equal.
 - Exposed neon is prohibited.

Pad Tenant Signage

MATERIALS:	A variety of wall sign treatments is encouraged. Signs may use any acceptable treatment as provided for in the Tenant Sign Criteria, except as restricted below.
COPY:	Tenants name and logo Signs may identify the business name and a minimum generic word description of the service. No product identity or specific service descriptions may be displayed.
SIGN AREA:	<ul style="list-style-type: none"> Elevation (facing parking lot): The maximum allowable letter height is not to exceed forty-eight inches (48") for a single line. Maximum sign height not to exceed sixty inches (60") for two lines of copy. The maximum wall sign on the front, side and rear of the building space occupied by such tenant with a sign area not to exceed ten (10) percent of the building face occupied by such tenant, except that such sign need not be less than twenty (20) square feet in area. Elevation facing rear or side: The maximum allowable letter height is not to exceed thirty-six inches (36") for a single line. Maximum sign height not to exceed forty-eight inches (48") for two lines of copy. One (1) major Tenant storefront identification sign is allowed per elevation facing parking lot, driveway, rear, or side, up to a maximum of four (4) signs per building.
BALLOONS & BUNTING:	<ul style="list-style-type: none"> Balloons and Bunting shall be permitted within the shopping center. <ol style="list-style-type: none"> Condition and Location. The size and location of balloons and bunting shall be approved by the Community Development Director or designee. Balloons and bunting shall not be permitted on off-site utility/light poles or within the public right-of-way. Torn, tattered and/or damaged balloons/bunting shall be replaced, repaired or removed upon notification. (ord. No. 3878, § 8 [part].)
WINDOW SIGNS:	<ul style="list-style-type: none"> Window signs shall cover no more than twenty-five percent (25%) of the "clear-sight" window area situated between four and seven feet above the finished floor level, per section 9.12.040.D.
TYPE FACE:	Custom tenant logo-type/name with Landlord approval.
COLORS:	Custom colors logo-type/or colors with Landlord approval.
LIGHTING:	Signs will be internally illuminated with neon or flourescent lamps or externally illuminated with goose neck lamps, compact spot lighting or equal.

Shop Tenant Signage

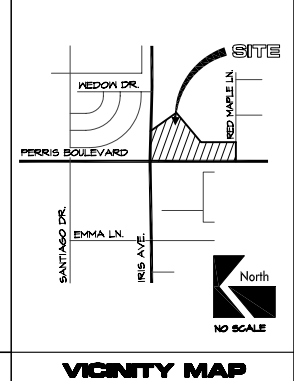
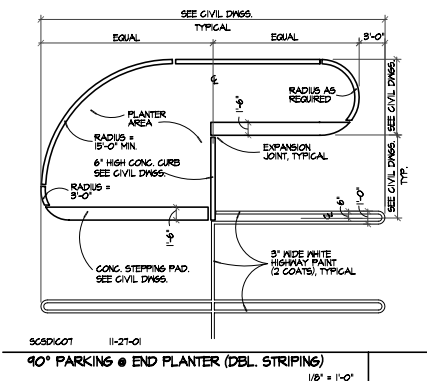
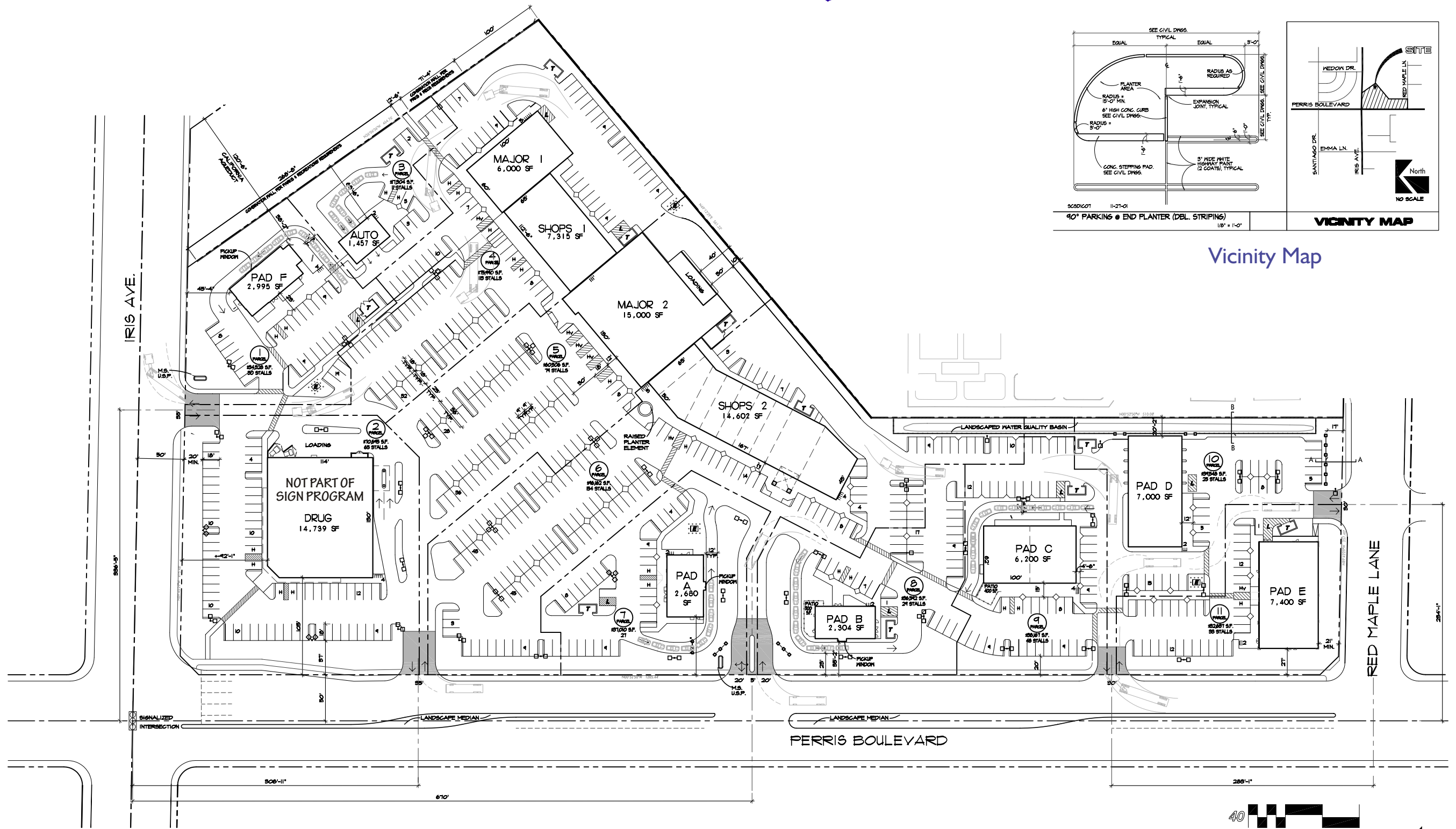
MATERIALS:	A variety of wall sign treatments is encouraged. Signs may use any acceptable treatment as provided for in the Tenant Sign Criteria, except as restricted below.
COPY:	Tenants Name/Logo Signs may identify the business name and a minimum generic word description of the service.. No product identity or specific service descriptions may be displayed.
SIGN AREA:	<ul style="list-style-type: none"> • The maximum allowable letter height is not to exceed twenty-four inches (24") for a single line. In addition the initial letter of sign may have up to a twenty-six inch (26") high letter. Double line of copy shall not exceed thirty-six inches (36") in height. • Maximum sign length not to exceed seventy-five percent (75%) of storefront. • Tenants with recognized logo graphics may use their business identity graphics. If a logo symbol is used on the shop tenant sign, it must be confined with an area of four (4) square feet. Logo symbol will be included in overall sign area. • The maximum allowable sign area not to exceed ten (10) percent of the building face occupied by such tenant, except that such sign need not be less than twenty (20) square feet in area.. One (1) shop tenant sign is allowed per elevation facing parking lot or driveway with up to a maximum of one (1) sign per building. Signs must maintain a four inch (4") buffer between architectural features (i.e. cornices and arches).
BALLOONS & BUNTING:	<ul style="list-style-type: none"> • Balloons and Bunting shall be permitted within the shopping center. <ol style="list-style-type: none"> a) Condition and Location. The size and location of balloons and bunting shall be approved by the Community Development Director or designee. Balloons and bunting shall not be permitted on off-site utility/light poles or within the public right-of-way. Torn, tattered and/or damaged balloons/bunting shall be replaced, repaired or removed upon notification. (ord. No. 3878, § 8 [part].)
WINDOW SIGNS:	<ul style="list-style-type: none"> • Window signs shall cover no more than twenty-five percent (25%) of the "clear-sight" window area situated between four and seven feet above the finished floor level, per section 9.12.040.D.
TYPE FACE:	Custom tenant logo-type/name with Landlord approval.
COLORS:	Custom colors logo-type or colors with Landlord approval.
LIGHTING:	<ul style="list-style-type: none"> • Signs will be internally illuminated with neon or flourescent lamps or externally illuminated with goose neck lamps, compact spot lighting or equal. • Exposed neon is prohibited.

Master Site Plot Plan

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



Vicinity Map

SIGN CRITERIA



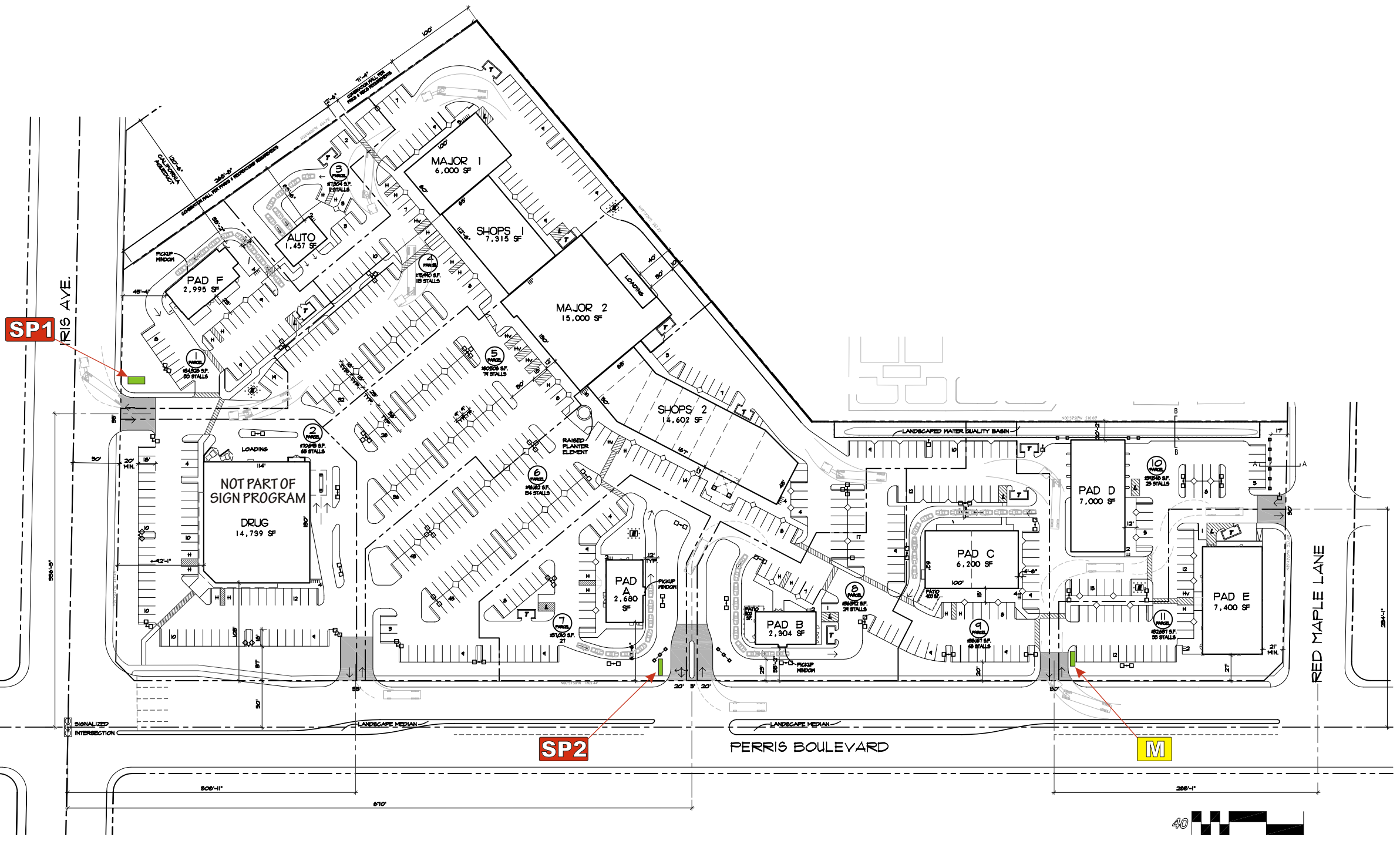
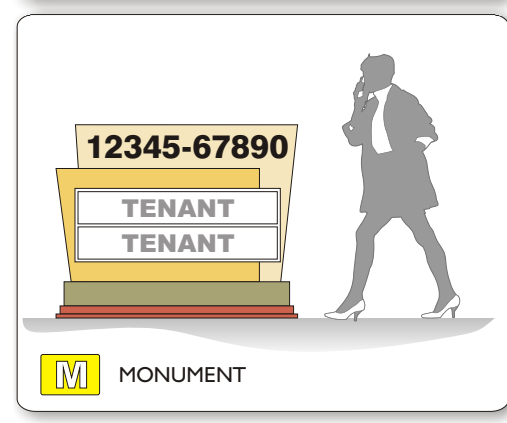
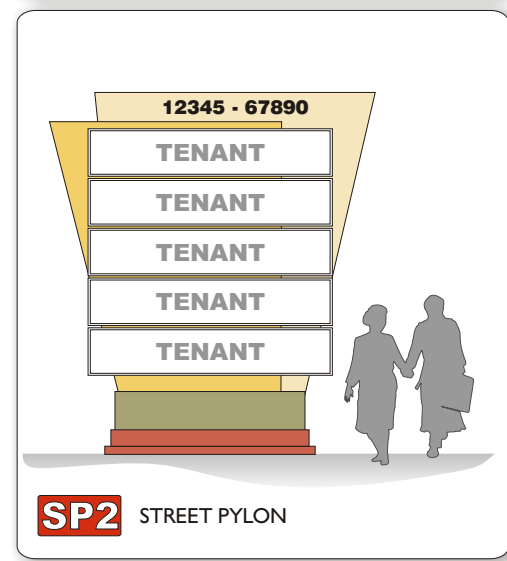
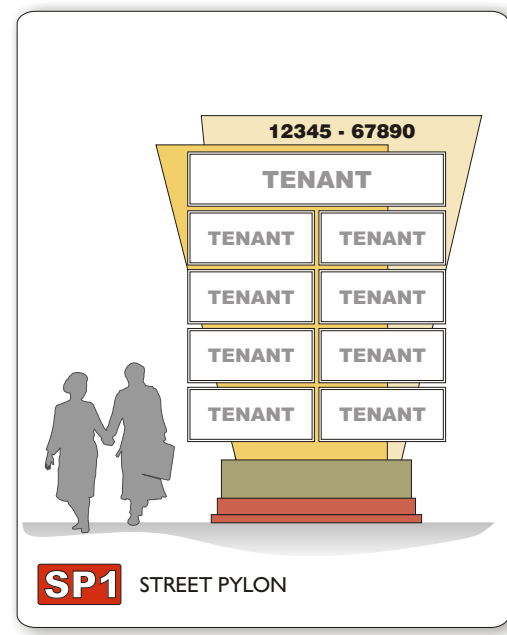
Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Master Site Plot Plan

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



S I G N C R I T E R I A

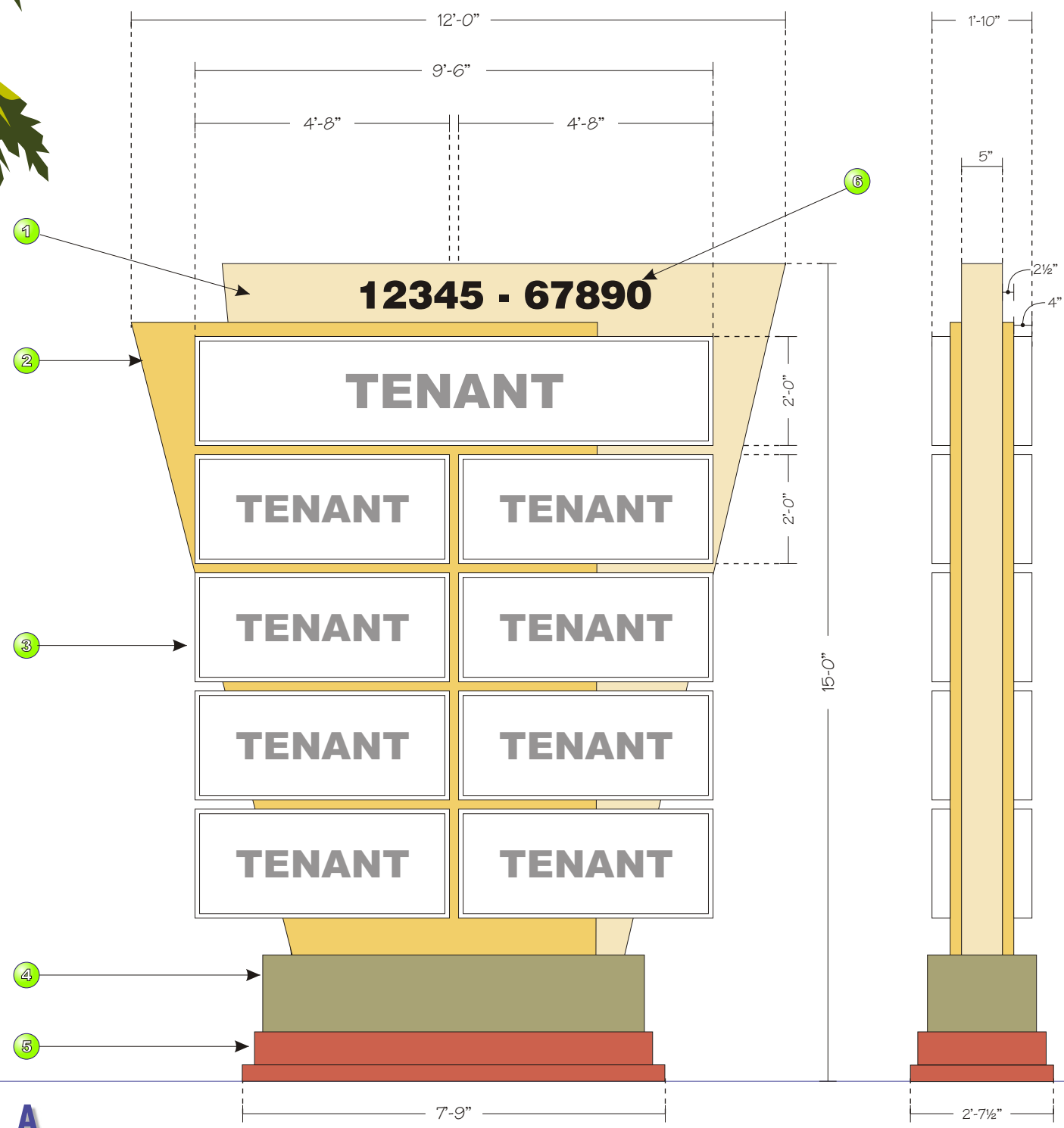
Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

D/F Illum. Street Pylon Sign

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



- 1 CUSTOM FABRICATED D/F ALUMINUM PYLON CABINET PANELS TO BE TEXTCOTED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 2 CUSTOM FABRICATED ILLUMINATED D/F ALUMINUM PYLON CABINET TO BE TEXTCOTED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 3 INDIVIDUAL ILLUMINATED 8" DEEP TENANT CABINETS WITH TENANT COPY TO BE ROUTED FROM FACE AND BACKED WITH PLEX AND APPLIED TRANSLUCENT VINYL(S). OPAQUE BACKGROUND TO BE PAINTED WHITE. CABINET RETAINERS AND RETURNS TO BE PAINTED WHITE. ACTUAL COPY T.B.D.
- 4 CUSTOM FABRICATED D/F ALUMINUM BASE CABINET TO BE TEXTCOTED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 5 PYLON BASE TO BE CABINET TO BE TEXTCOTED AND PAINTED TO MATCH BUILDINGS ON SITE. CONCRETE FOOTING AND SUPPORT POLE TO BE AS PER APPROVED ENGINEERING
- 6 MINIMUM 6" TALL FCO BLACK ACRYLIC LETTERS AFFIXED TO MONUMENT FACES

93.55 SQ. FT.
TENANT SIGN AREA



SCALE: 5/8" = 1'-0"

S I G N C R I T E R I A

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

D/F Illum. Street Pylon Sign

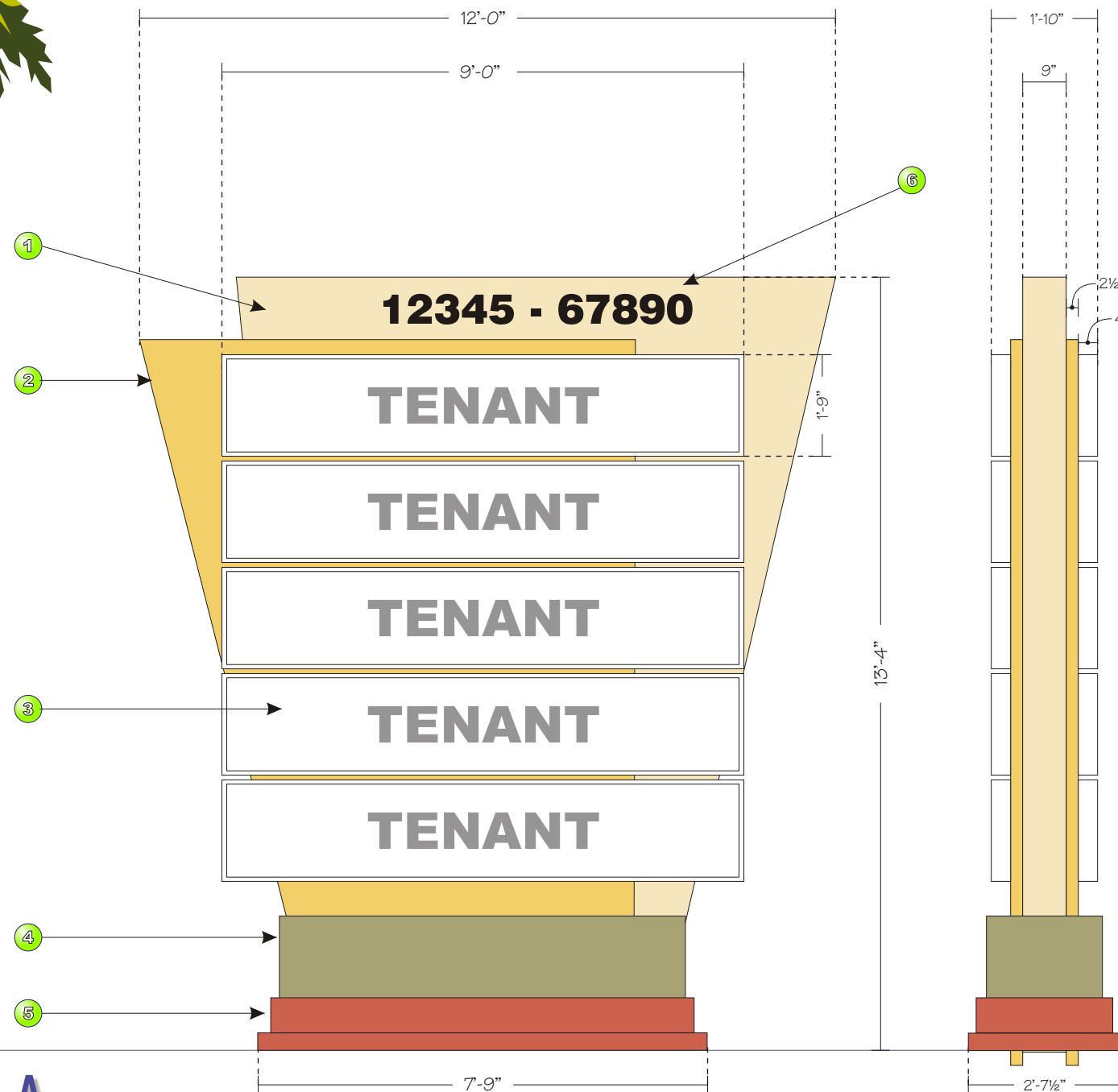
Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363

SP2 STREET PYLON



- 1 CUSTOM FABRICATED D/F ALUMINUM PYLON CABINET PANELS TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 2 CUSTOM FABRICATED ILLUMINATED D/F ALUMINUM PYLON CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 3 INDIVIDUAL ILLUMINATED 8" DEEP TENANT CABINETS WITH TENANT COPY TO BE ROUTED FROM FACE AND BACKED WITH PLEX AND APPLIED TRANSLUCENT VINYL(S). OPAQUE BACKGROUND TO BE PAINTED WHITE. CABINET RETAINERS AND RETURNS TO BE PAINTED WHITE. ACTUAL COPY T.B.D.
- 4 CUSTOM FABRICATED D/F ALUMINUM BASE CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 5 PYLON BASE TO BE CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE. CONCRETE FOOTING AND SUPPORT POLE TO BE AS PER APPROVED ENGINEERING
- 6 MINIMUM 6" TALL FCO BLACK ACRYLIC LETTERS AFFIXED TO MONUMENT FACES

78.75 SQ. FT.
TENANT SIGN AREA



SCALE: 5/8" = 1'-0"

S I G N C R I T E R I A

D/F Illum. Monument Sign

Iris Plaza

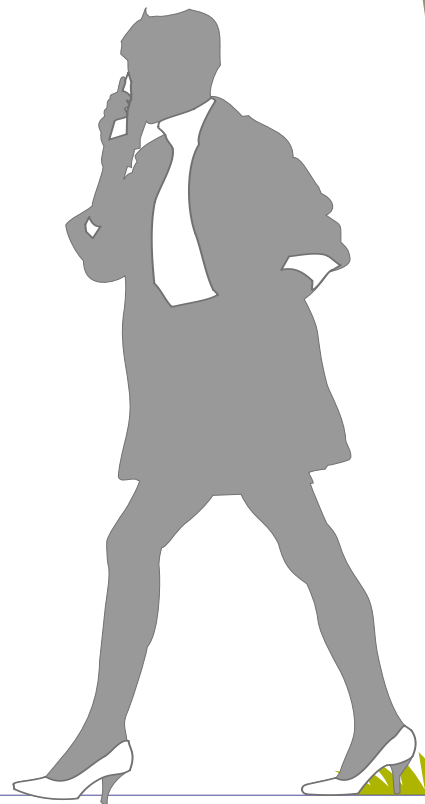
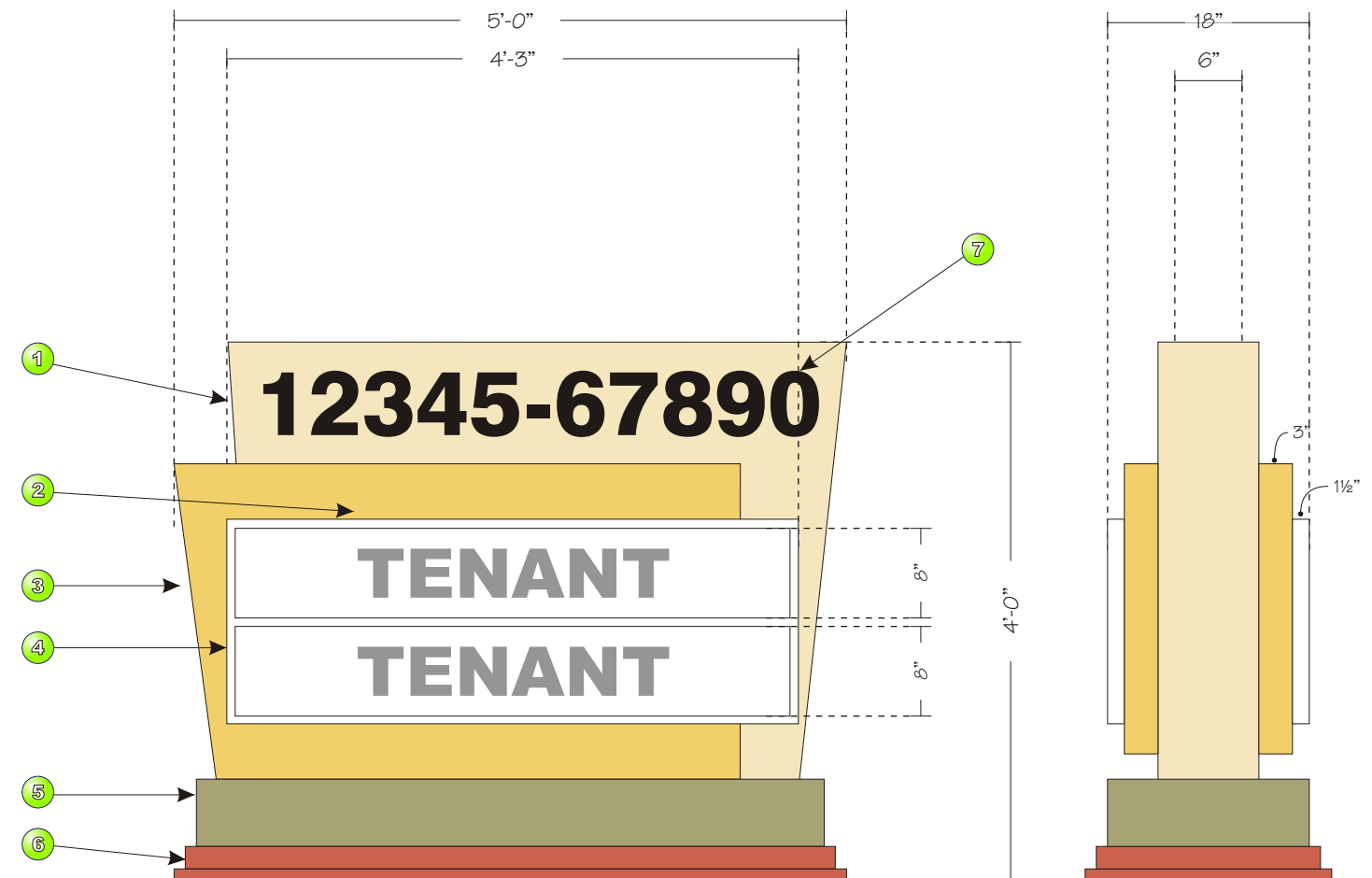
Moreno Valley, CA

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1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363

M MONUMENT

- 1 ROUTED/PUSHED THRU 3/4" THICK LETTERS
- 2 CUSTOM FABRICATED D/F ALUMINUM PYLON CABINET PANELS TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 3 CUSTOM FABRICATED ILLUMINATED D/F ALUMINUM PYLON CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 4 INDIVIDUAL ILLUMINATED TENANT CABINETS WITH TENANT COPY TO BE ROUTED FROM FACE AND BACKED WITH PLEX AND APPLIED TRANSLUCENT VINYL(S). OPAQUE BACKGROUND TO BE PAINTED WHITE. CABINET RETAINERS AND RETURNS TO BE PAINTED WHITE. ACTUAL COPY T.B.D.
- 5 CUSTOM FABRICATED D/F ALUMINUM BASE CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE.
- 6 PYLON BASE TO BE CABINET TO BE TEXTURED AND PAINTED TO MATCH BUILDINGS ON SITE. CONCRETE FOOTING AND SUPPORT POLE TO BE AS PER APPROVED ENGINEERING
- 7 MINIMUM 6" TALL FCO BLACK ACRYLIC LETTERS AFFIXED TO MONUMENT FACES

20.0 SQ. FT.



SCALE: 5/4" = 1'-0"

S I G N C R I T E R I A

15

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

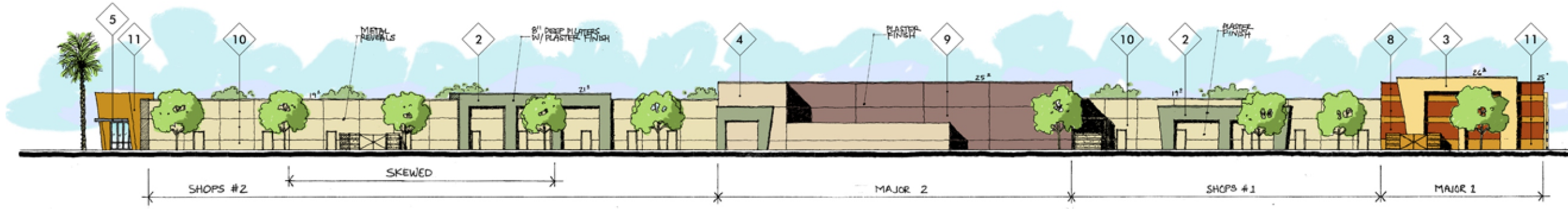
Major 1 & 2, Shops 1 & 2

Exterior Elevations

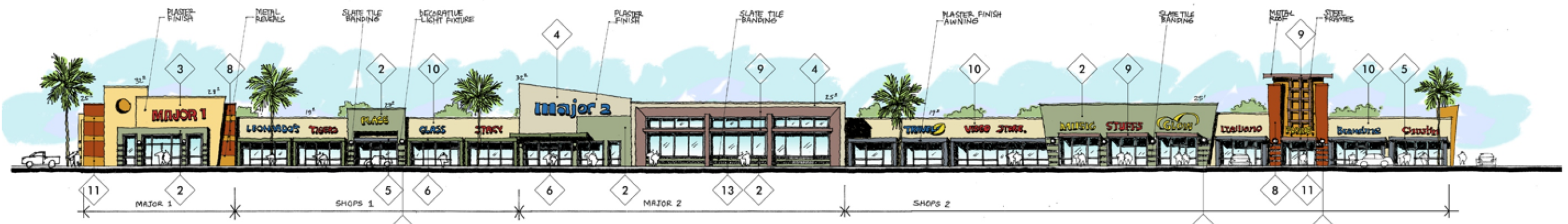
Iris Plaza

Moreno Valley, CA

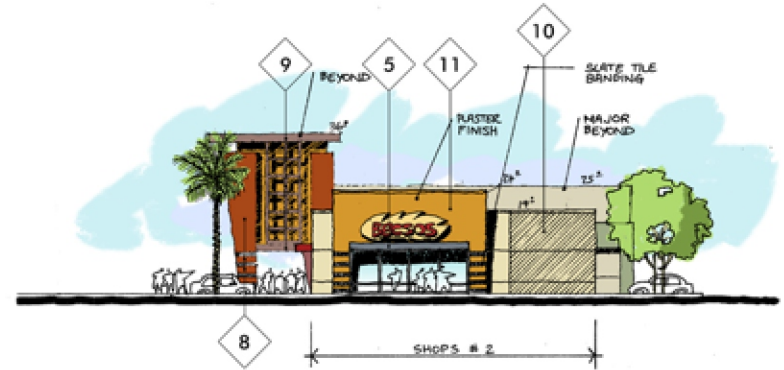
PANORAMA ▲ DEVELOPMENT
1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



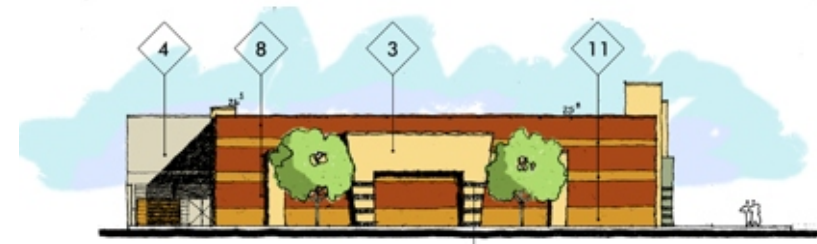
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

SIGN CRITERIA

SCALE: NTS

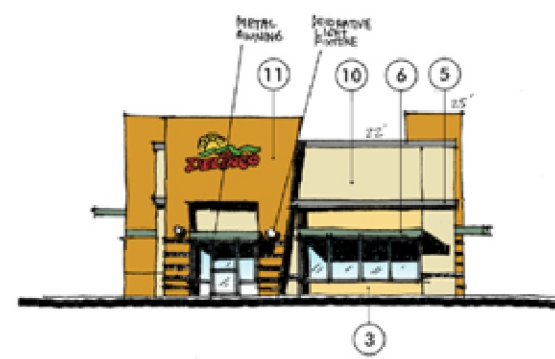
Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Pad B & C Exterior Elevations

Iris Plaza

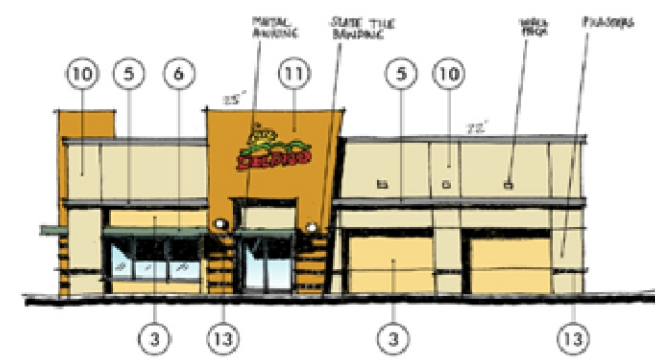
Moreno Valley, CA

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PAD "B"

SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

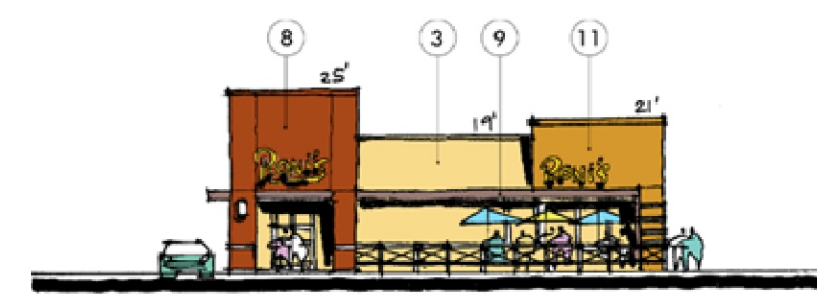


WEST ELEVATION

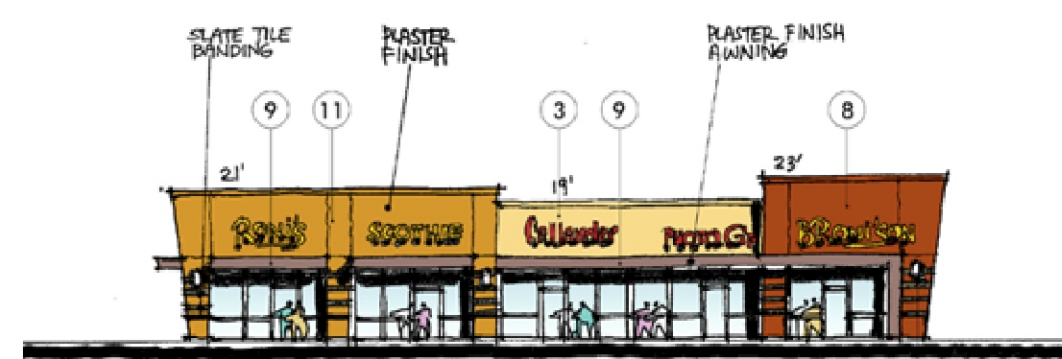


PAD "C"

EAST ELEVATION



NORTH ELEVATION



PAD "C"

WEST ELEVATION



SOUTH ELEVATION

SIGN CRITERIA

SCALE: NTS

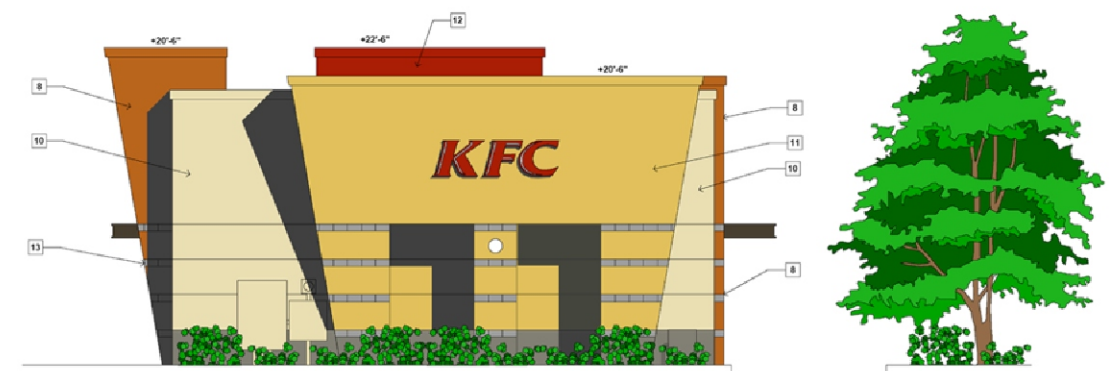
Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Pad F (KFC) Exterior Elevations

Iris Plaza

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PAD "F"

EAST ELEVATION

SOUTH ELEVATION



PAD "F"

WEST ELEVATION

NORTH ELEVATION

S I G N C R I T E R I A

SCALE: NTS

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

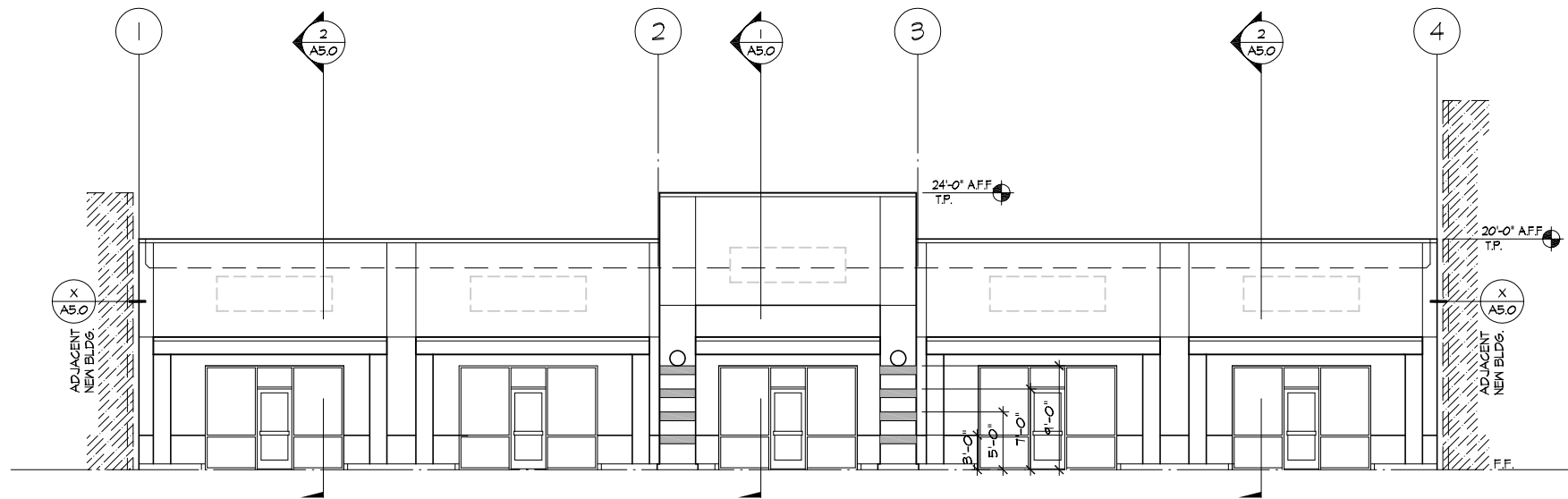
Shop Building No. 1

Exterior Elevations

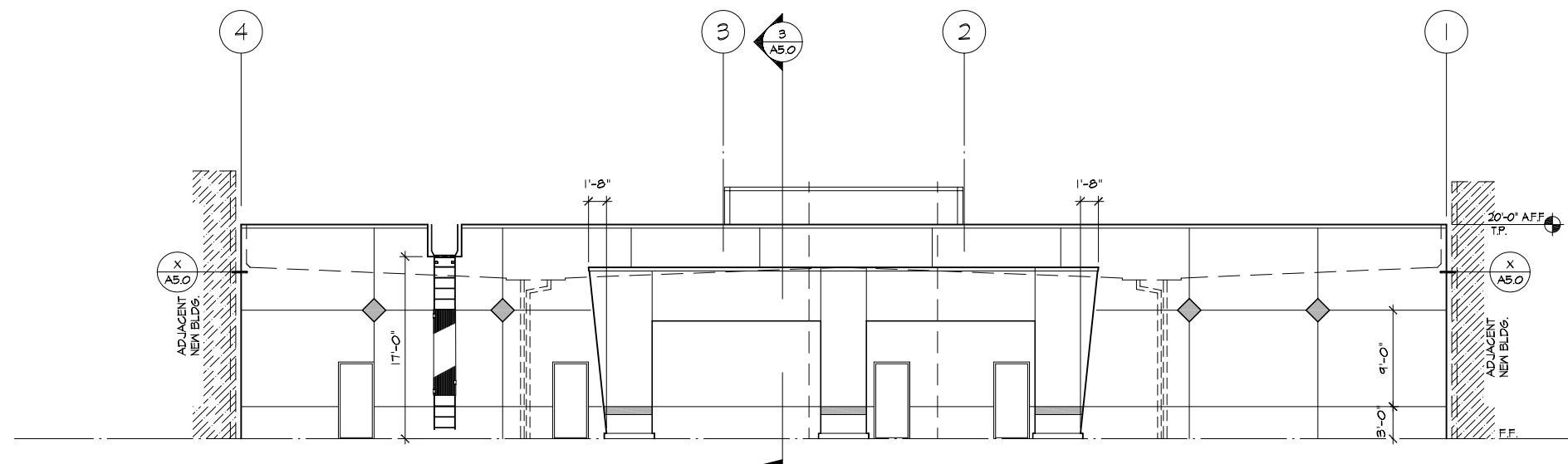
Iris Plaza

Moreno Valley, CA

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UPLAND, CA 91786
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FRONT ELEVATION



REAR ELEVATION

SIGN CRITERIA

SCALE: NTS

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

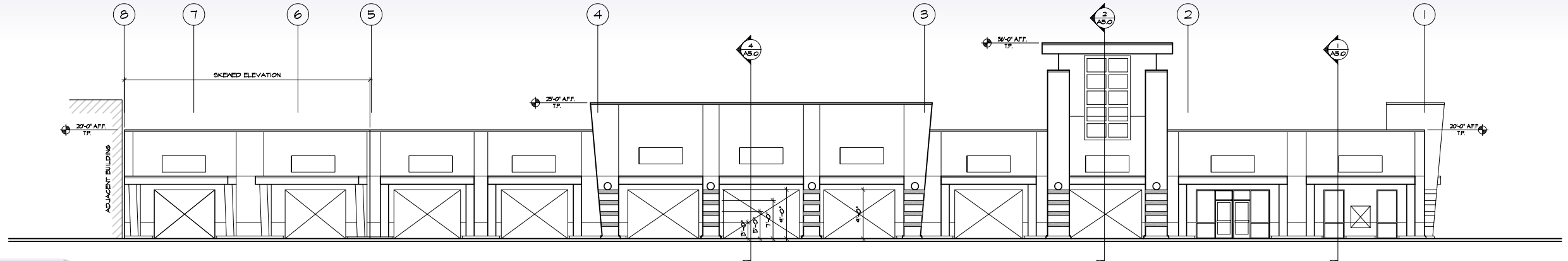
Shop Building No. 2

Exterior Elevations

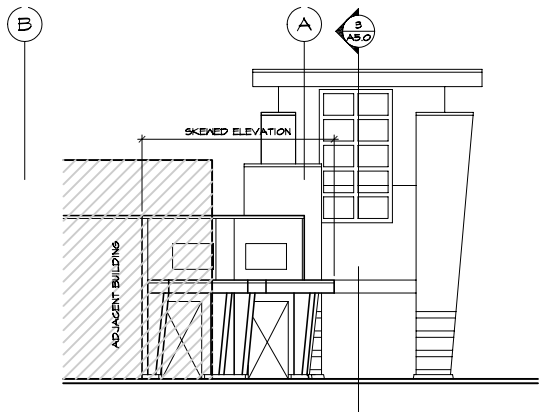
Iris Plaza

Moreno Valley, CA

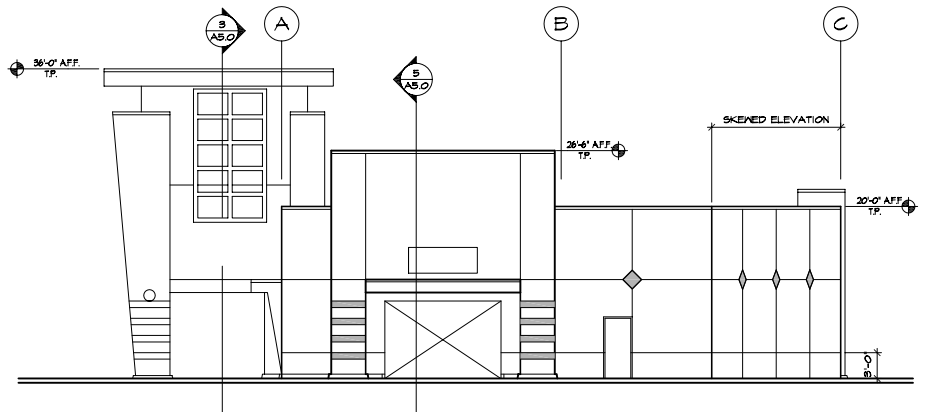
PANORAMA ▲ DEVELOPMENT
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UPLAND, CA 91786
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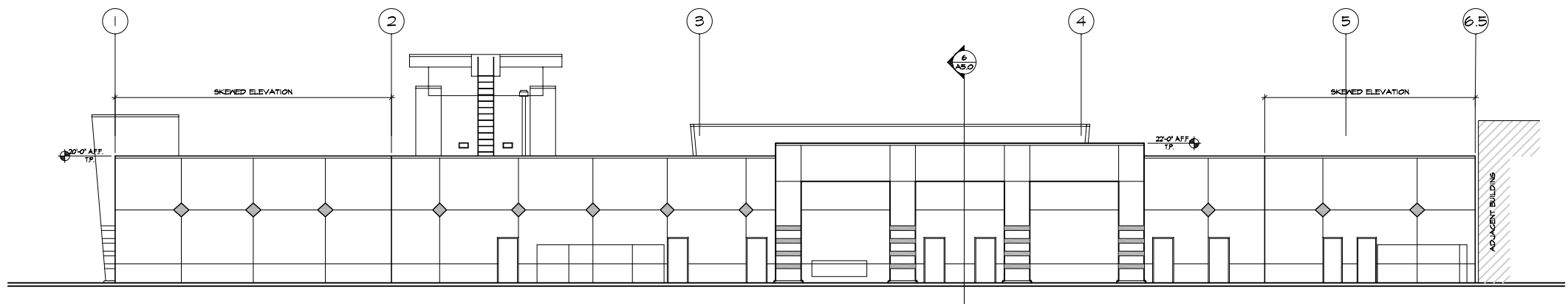
NORTH-WEST (FRONT ELEVATION)



NORTH-EAST (SIDE ELEVATION)



SOUTH-WEST (SIDE ELEVATION)



SOUTH-EAST (REAR ELEVATION)

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

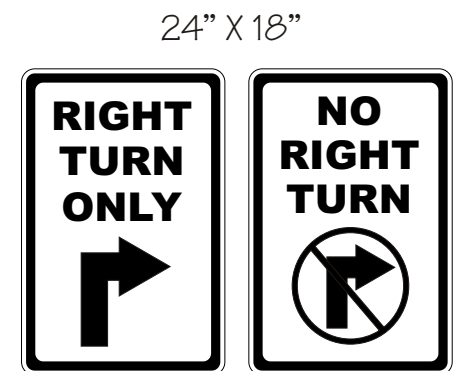
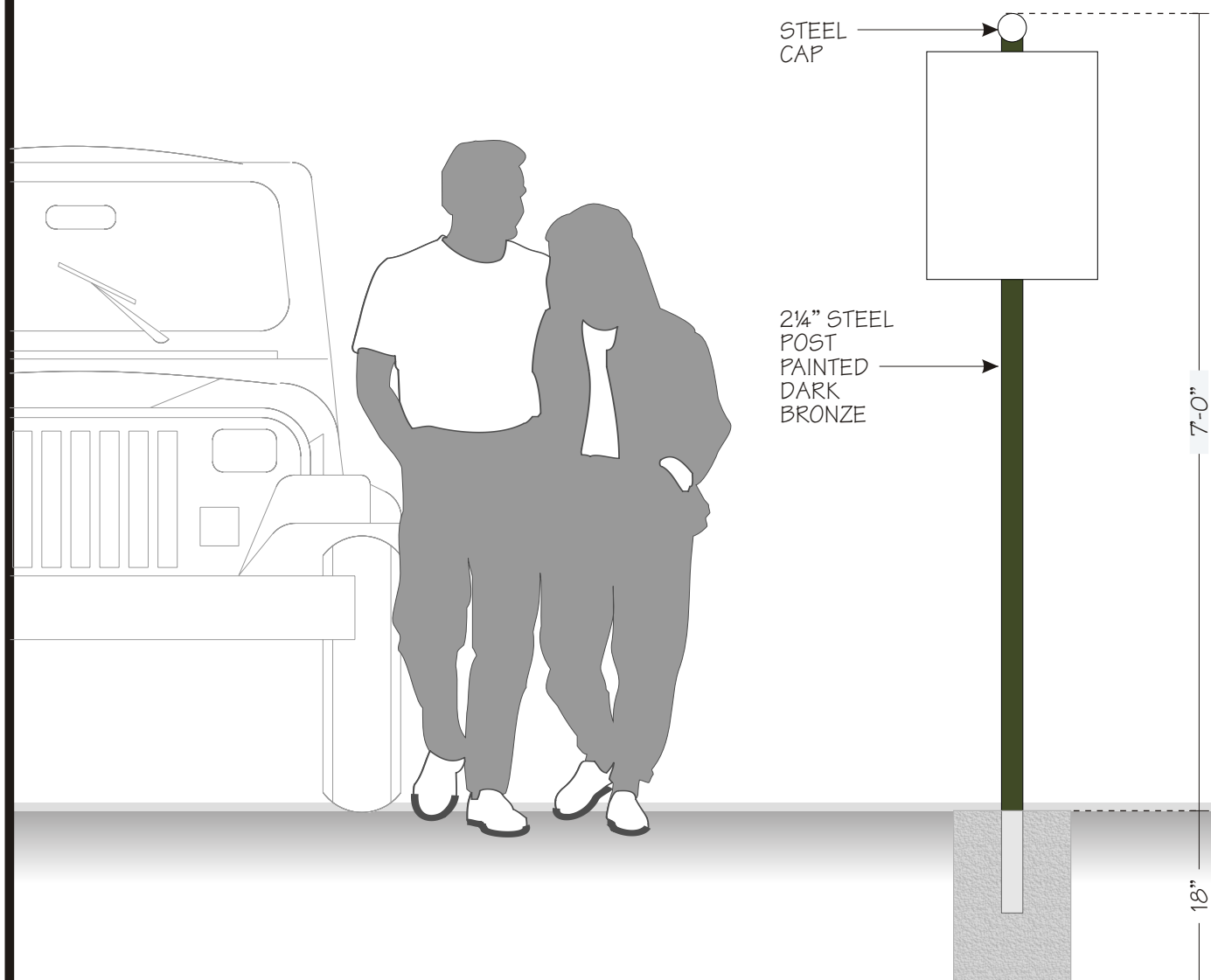
Parking & Regulatory Signage (EXAMPLES)

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



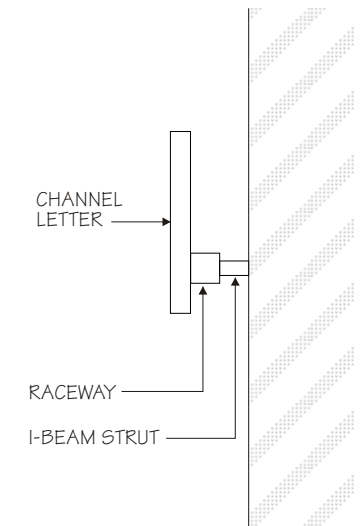
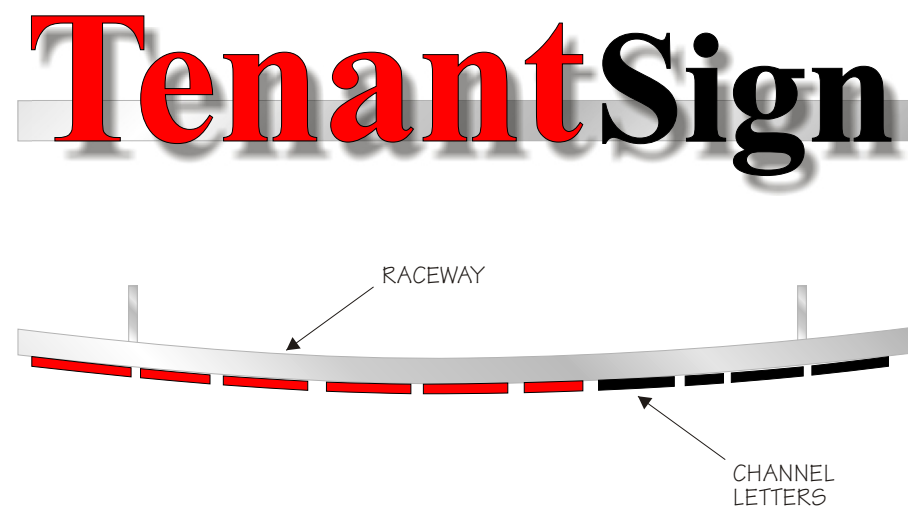
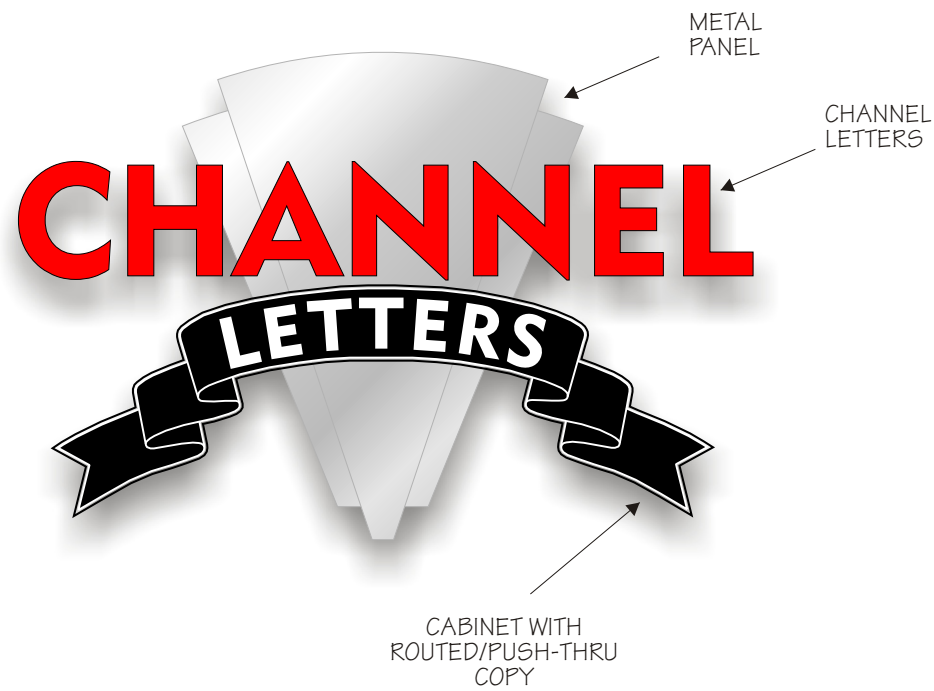
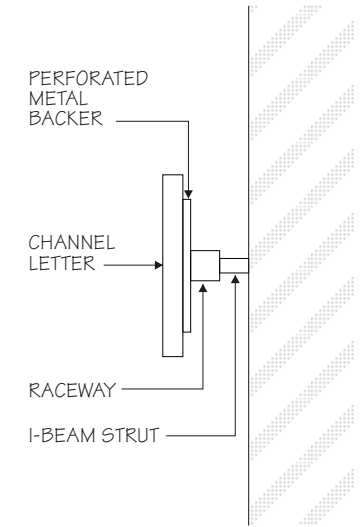
ALL PANELS TO MEET LOCAL STATE AND FEDERAL REQUIREMENTS

Examples of Tenant Wall Signs

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
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UPLAND, CA 91786
(909) 931-3363



Tenant Entry Information & Rear Entry I.D.

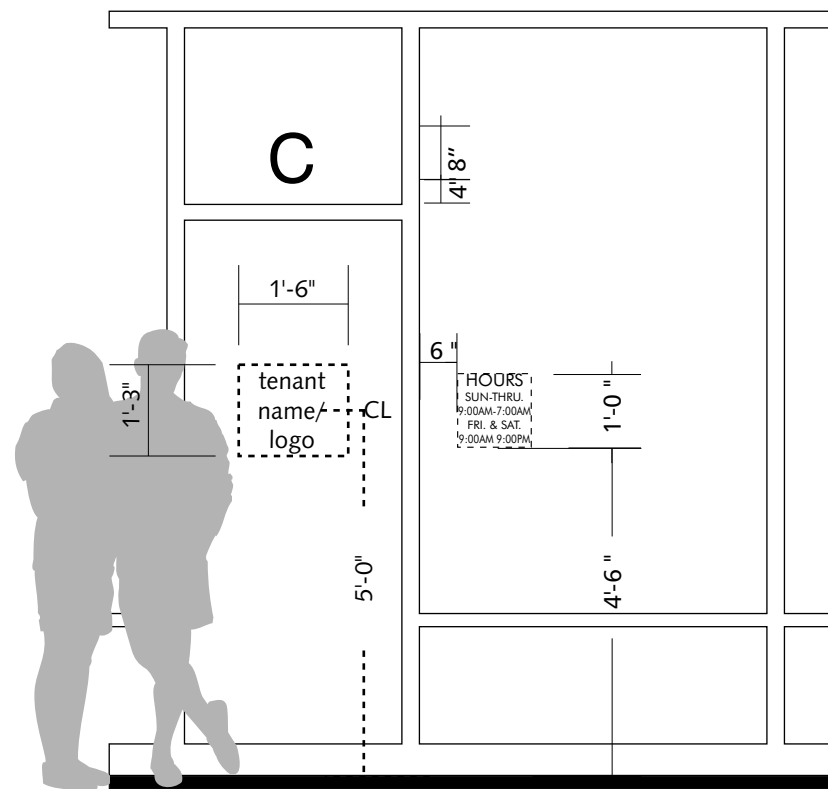
Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
 1150 N. MOUNTAIN AVENUE, SUITE 109
 UPLAND, CA 91786
 (909) 931-3363

E1 TENANT ENTRY INFORMATION

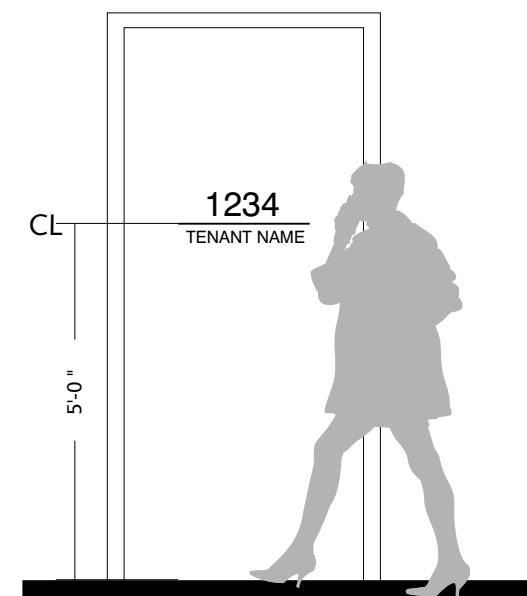
- MATERIALS:** Matte white vinyl letters on entry glass.
- COPY:** 8" High Suite Letter or Address.
 Tenant Entry Info 12" x 12".
 Tenant name/ logo 15"x18".
- SIGNAREA:** 2.875 sq. Ft. maximum sign area.
- TYPEFACE:** Helvetica
- LOCATION:** Address or Suite Number centered over entry doors. Tenant open info on entry glass panel on same side as door handle. Tenant name/ logo will be centered on on entry door.



Typical Elevation

E2 REAR ENTRY ID

- MATERIALS:** Vinyl letters on door in contrasting color.
- COPY:** 4" high Suite Letter or Address,
 2" high Tenant Name.
- SIGNAREA:** 2.5 sq. Ft. maximum sign area.
- TYPEFACE:** Helvetica



Typical Elevation

Building Address

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT
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UPLAND, CA 91786
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BUILDING ADDRESS

MATERIALS: Individual cut out numbers.
Fabricated from 1 1/2" gator foam.

QUANTITY: TBD

TYPEFACE: Helvetica

COLORS: Black

LIGHTING: Non-illumination.

12" high address
(final location to as required by
City and Fire Department)

1 2 3 4 5 6 7 8 9 0

Parking Code Entry

Iris Plaza
Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363



PARKING CODE ENTRY

MATERIALS: Aluminum Panel with silk-screened graphics.
Mounted to 3" alum. square post painted project color.

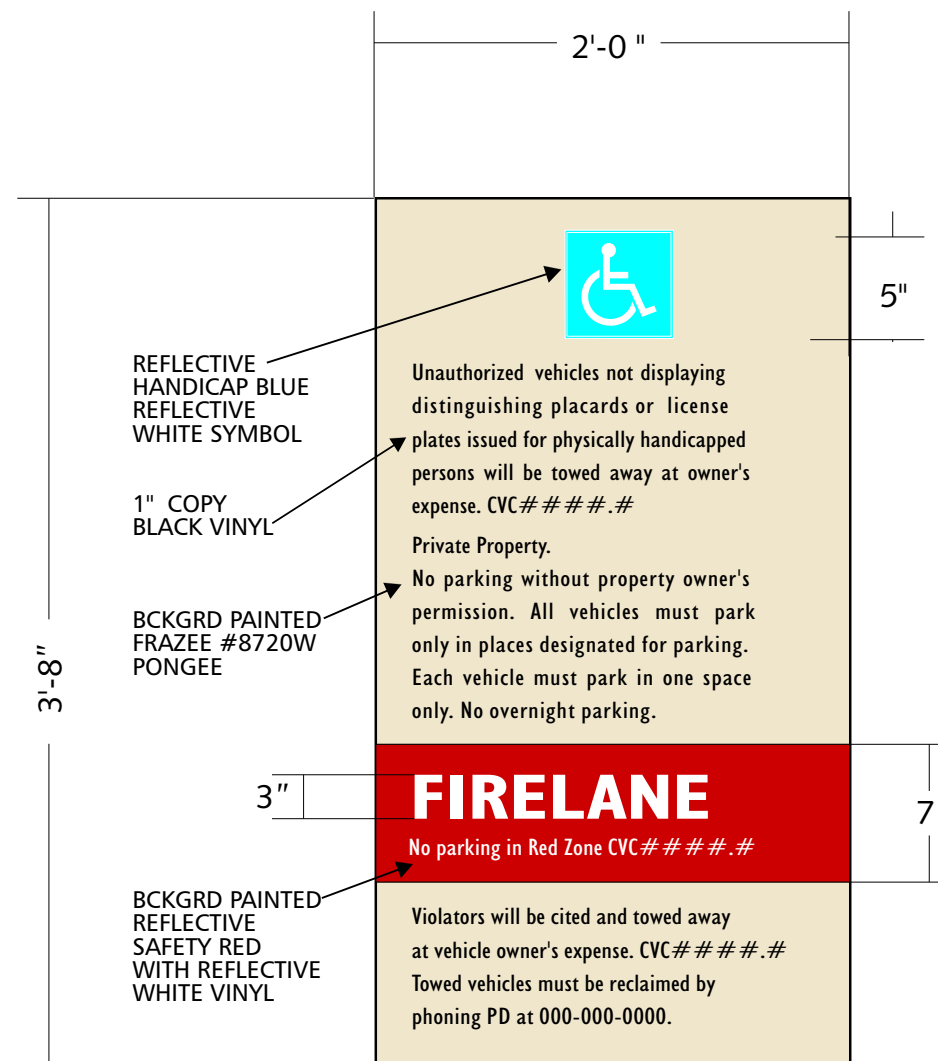
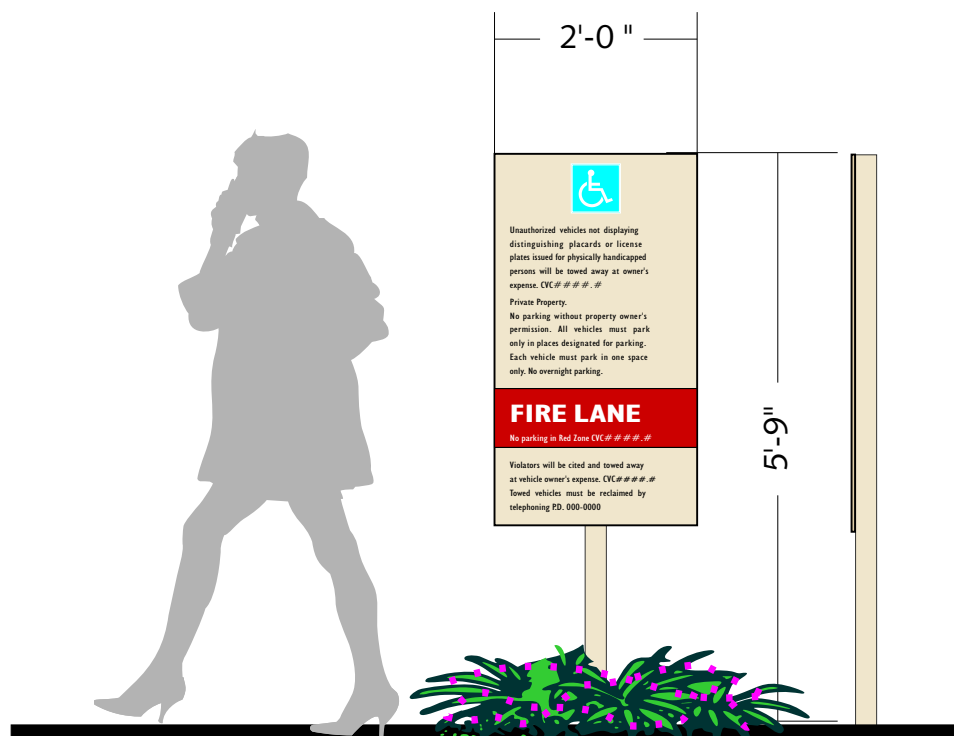
QUANTITY: (3) three.

SIGNAREA: 5'-9" maximum height.

TYPEFACE: Helvetica Medium Condensed.

COLORS: As noted.

LIGHTING: Sign does not illuminate.



Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

Handicap Signs

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
UPLAND, CA 91786
(909) 931-3363

H HANDICAP SIGNS

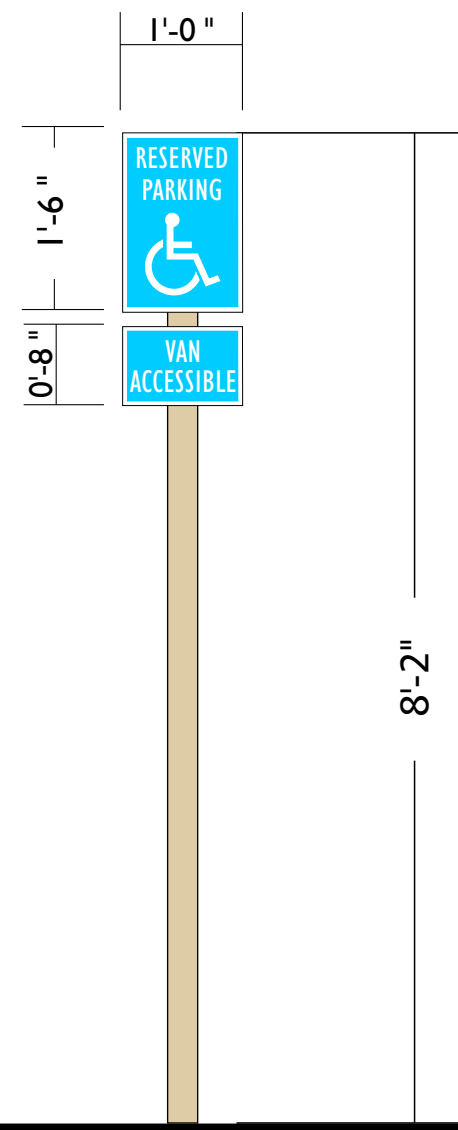
MATERIALS: 1/8" x 11" sq aluminum panel with standard handicap blue graphics. Mounted to 3" alum. square post painted project color.

QUANTITY: (12) twelve.

HEIGHT: 8'-2" maximum height.

COLORS: Standard reflective white and handicap blue vinyl.

LIGHTING: Sign does not illuminate.



Stop Signs

Iris Plaza

Moreno Valley, CA

PANORAMA ▲ DEVELOPMENT

1150 N. MOUNTAIN AVENUE, SUITE 109
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S STOP SIGNS

- MATERIALS:** Single faced aluminum panel.
Mounted to 4" alum. square post painted project color.
- QUANTITY:** (3) three.
- SIGNAREA:** 6'-0" maximum height.
- TYPEFACE:** Helvetica Medium Condensed.
- COLORS:** Standard reflective 3-M vinyl red & white
- LIGHTING:** Sign does not illuminate.



EXHIBIT "G"**RULES AND REGULATIONS**

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of (i) the store areas (hereinafter referred to as the "premises") of any tenant or tenants of the Center (hereinafter referred to as the "tenant"); (ii) the common area; and (iii) the Center in general, or for the preservation of good order:

A. FOR THE STORE AREAS:

1. All floor areas of the premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.
2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant. In the event that any tenant shall fail to remedy such a health or fire hazard, or nuisance, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of the tenant involved.
3. No portion of the premises shall be used for lodging purposes.
4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales held with Landlord's prior written approval. The roof of the premises shall not be used for the storage of merchandise or equipment.
5. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the premises or on the Common Areas without Landlord's prior written approval in each instance.
6. No person or persons shall use the premises, or any part thereof, for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale, without Landlord's prior written consent.
7. No portion of the premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business. Landlord may, from time to time, inspect the premises to insure compliance with the foregoing provisions.
8. Except for professionally prepared signs, Tenant shall not black out or otherwise obstruct the windows of the premises, without Landlord's prior written consent.
9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designated by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

B. FOR THE COMMON AREAS:

1. All tenants and their authorized representatives and invitees shall use any roadway, walkway, or mall (including the enclosed mall, if any) only for ingress and egress from the stores in the Center. Use of the Common Areas shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.
2. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including, but not limited to, the length of time for parking use.
3. No person shall use any utility area or truck loading area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.

4. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking for the particular period of time the use of to be made. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

5. Without the prior written consent of Landlord, no person shall use any of the Common Areas for (i) Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter; (ii) Exhibiting any non-professional sign, placard, banner, notice or other written material or distributing any circular, booklet, handbill, placard, or other material; (iii) Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose or parading, patrolling, picketing, demonstrating, or engaging in conduct that might interfere with the use of the Common Areas or be detrimental to any of the business establishments in the Center; (iv) Using the Common Areas for any purpose when none of the business establishments in the Center are open for business; (v) Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles; (vi) Using a sound-making device that is grossly annoying or unpleasant to the general public; or (vii) Damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the Common Areas solely as a means of access and convenience in shopping at the business establishments in the Center is limited and controlled by Landlord.

EXHIBIT "H"

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Attn: _____

SUBORDINATION AND NONDISTURBANCE AGREEMENT

This Subordination and Nondisturbance Agreement ("Agreement"), dated as of _____, executed by _____, _____ ("Tenant"), and IRIS PARTNERS, LLC, a California limited liability company ("Landlord") in favor of _____ ("Lender"), is entered into with reference to the following facts:

A. Pursuant to a lease (as modified from time to time, the "Lease") between Tenant and Landlord, Tenant is presently leasing premises (the "Premises") comprising a portion of the real property (the "Property") described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender has made or agreed to make a loan or loans to Landlord (the "Loan") and, in connection therewith, Landlord has executed a deed of trust (as modified from time to time, the "Deed of Trust") assigning to Lender Landlord's interests in the Property, including Landlord's interests as landlord under the Lease.

In consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. Certification by Tenant. Tenant hereby certifies to Lender as follows:

1.1 The Lease is in full force and effect, and Tenant has not transferred its interests in the Lease or agreed to do so.

1.2 A true and complete copy of the Lease, together with all amendments, supplements and other modifications thereto (oral or written) has been delivered to Lender.

1.3 No rent or other amount owing by Tenant under the Lease has been paid more than one month in advance (other than the security deposit, if any, expressly required by the Lease terms).

1.4 No deposit has been made in connection with the Lease other than deposits the nature and amount of which are expressly described in the Lease.

1.5 The Lease is the only agreement between Landlord and Tenant with respect to the Premises, and Tenant claims no rights with respect to the Premises or the Property other than those set forth in the Lease.

1.6 To the best of Tenant's knowledge, there are no existing defenses or offsets against amounts due or to become due to Landlord under the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute such a default.

1.7 Landlord has not offered any free rent period, building allowance or similar concession(s) to induce Tenant to enter into the Lease except as set forth in the Lease; Landlord has no other obligations to Tenant in connection with the Lease, matured or not yet matured, except as set forth in the Lease.

1.8 To the best of Tenant's knowledge, no circumstance presently exists, and no event has occurred, that would prevent the Lease from becoming effective or that would entitle Tenant to terminate the Lease.

2. Consent to Assignment. Tenant understands that Landlord has assigned or will assign the Lease to Lender in connection with the Loan, and Tenant hereby consents to such assignment. Tenant is not aware of any prior assignment of the Lease by Landlord.

3. No Modification of Lease; Lender Consents. So long as the Deed of Trust remains a lien on the Property, (a) Tenant shall not, without Lender's prior written consent, (i) amend, supplement, terminate (except to the extent permitted under Section 4, below, or as expressly permitted in the Lease with respect to a casualty or condemnation) or other modify the Lease; or (ii) accept (and/or act in reliance on) the release, relinquishment or waiver by Landlord of any right, or the grant by Landlord of any approval or consent, with respect to the Lease; and (b) Tenant

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

shall not pay any rent or other amount due to Landlord under the Lease more than thirty (30) days in advance of the due date. Any such termination, modification, acceptance or other action taken with such prior consent shall, at Lender's option, be void. Without limiting the generality of the foregoing, (A) any assignment or subletting by Tenant (or by an assignee or subtenant) which requires Landlord's consent shall also require Lender's consent, and shall, at Lender's option, be void if such consent is not obtained, and (B) any alteration to the Premises which requires Landlord's consent shall also require Lender's consent.

4. Lender Cure Rights. Tenant shall not exercise any termination remedy upon a default by Landlord with respect to the Lease unless Tenant has first given Lender written notice of such default (at the address shown below or any other address hereafter supplied to Tenant by Lender) and such default is not cured within thirty (30) days thereafter, provided that if such default is non-monetary, is curable by Lender, and (a) is of such a nature that it cannot reasonably be cured within thirty (30) days, or (b) the cure thereof by Lender requires Lender to have possession of the Property, then in either such event, Tenant shall not exercise any termination remedy so long as Lender is diligently taking all steps required for Lender to cure the default (including pursuit of possession of the Property, to the extent required).

ADDRESS FOR NOTICES TO LENDER: _____

Attention: _____

5. Payments to Lender. Tenant shall make all payments under the Lease to Lender upon receiving direction to pay from Lender, and shall comply with any such direction to pay without determining whether any default exists with respect to the Loan.

6. Agreements by Landlord. Landlord hereby agrees as follows:

6.1 Tenant shall have no liability to Landlord for any amount otherwise owing to Landlord under the Lease in the event that (a) Tenant receives a written demand from Lender to pay such amount to Lender, and (b) Tenant thereafter pays such amount to Lender.

6.2 Tenant shall be entitled to assume that any such demand by Lender is valid and shall be under no obligation, and shall have no right, to inquire as to its validity, nor shall any claim by Landlord that such demand is invalid affect Tenant's right and obligation to pay all amounts demanded to Lender and thereupon be discharged of Tenant's obligation to pay such amounts to Landlord.

7. Subordination. All of Tenant's rights and interests with respect to the Premises and the Property under the Lease and all related documents (including without limitation any options to purchase and rights of first offer and first refusal) are and shall remain subject and subordinate to Lender's rights and interests in the Property under the Deed of Trust and all related loan and security documents, and to all amendments, supplements and other modifications now or hereafter executed with respect thereto, including without limitation modifications that substantially increase the obligations to Lender to which Tenant's interests are subordinated. Without limiting the generality of the foregoing, the provisions of the above-described loan and security documents shall prevail over any inconsistent provisions of the Lease relating to the disposition of insurance and condemnation awards.

8. Nondisturbance and Attornment. In the event of any judicial or non-judicial foreclosure of the Deed of Trust or transfer by deed in lieu thereof, the Lease shall not terminate, nor shall Tenant's rights thereunder be disturbed, except in accordance with the terms of the Lease or any amendment or other applicable agreement executed by Tenant with respect thereto, provided that the transferee of Landlord's interests pursuant to such foreclosure or other transfer shall not be (a) liable for any act or omission of any prior landlord under the Lease which accrues prior to such transfer (for which purpose indemnity obligations of the landlord, if any, shall be deemed to accrue on the date the event(s) giving rise to the applicable claim occurred, rather than on the date such claim is asserted), (b) obligated to cure any default of any prior landlord under the Lease (other than non-monetary defaults that remain uncured at the time of foreclosure), (c) subject to any offsets or defenses which Tenant is entitled to assert against any prior landlord under the Lease, (d) bound by any payment of any amount owing under the Lease to any prior landlord which was made more than 10 days prior to the date due, (e) bound by any amendment or other modification to the Lease which was made subsequent to the date of this Agreement without the prior written consent of Lender (which shall not be unreasonably withheld) and which could adversely affect the Landlord's interest, or (f) liable for the return to tenant of any security or other deposit paid by Tenant to any prior landlord under the Lease except to the extent that such transferee actually receives such deposit. Tenant shall attorn to and accept any such transferee as the landlord under the Lease for the unexpired balance of the Lease term, and shall execute any document reasonably requested by such transferee to evidence such Attornment, provided that Tenant shall not be obligated to pay rent to any such transferee until Tenant has received written notice from such transferee (i) that such transferee has succeeded to the Landlord's interests under the Lease or is otherwise entitled to receive such rent payments, together with evidence of the same reasonably satisfactory to Tenant, and (ii) directing where the rent shall be mailed. Except as otherwise expressly

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

provided herein, the liability of any transferee of Landlord's interests with respect to Landlord's obligation under the Lease shall only apply to such obligations to the extent that they arise during the period in which such transferee is the holder of Landlord's interests.

9. Further Assurances. Each party hereto shall execute, acknowledge and deliver to each other party all documents, and shall take all actions, reasonably required by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement.

10. Attorneys' Fees. In the event that any litigation shall be commenced concerning this Agreement, the party prevailing in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation reasonable attorneys' fees and court costs, whether or not taxable, as awarded by a court of competent jurisdiction.

11. Reliance by Lender. Tenant understands that Lender will rely upon this Agreement in making the Loan and/or in entering into certain agreements and/or granting certain consents in connection therewith. Notice of acceptance of this Agreement by Lender is waived.

12. Miscellaneous. This Agreement shall bind, and shall inure to the benefit of, the successors and assigns of the parties. This document may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original thereof. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Agreement to be duly executed as of the date first written above.

"LANDLORD"

IRIS PARTNERS, LLC,
a California a limited liability company

By: PANORAMA PARTNERS, INC.,
a California corporation

By: _____
Wesley
President

Fifield,

"TENANT"

CITY OF MORENO VALLEY, a California municipal corporation

By: _____
Thomas M. DeSantis, City Manager

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR

EXHIBIT "I"
INSPECTION CERTIFICATE FOR ADA BY CASp

Attachment: Lease City of Moreno Valley Iris 11-13-19-Final [Revision 1] (3824 : APPROVAL OF CONTRACT WITH IRIS PARTNERS, LLC FOR



Report to City Council

TO:

FROM: Patty Nevins, Acting Community Development Director

AGENDA DATE: November 19, 2019

TITLE: SECOND READING AND CONSIDERATION OF ADOPTION OF ORDINANCE NO. 963 AUTHORIZING A CHANGE OF ZONE (PEN19-0109) FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF COTTONWOOD AVENUE AND INDIAN STREET

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the second reading by title only and adopt Ordinance No. 963

SUMMARY

This report recommends adoption of Ordinance No. 963, introduced at the last City Council meeting, approving a Change of Zone (PEN19-0109), changing the zoning of 6.78 acres from Residential 5 (R5) to Residential 10 (R10), and of 1.59-acres from Residential 5 (R5) to Public (P) for property located at the northeast corner of Indian Street and Cottonwood Avenue.

DISCUSSION

Based on review and consideration of the application for a Change of Zone submitted by the applicant Moreno Valley Housing Authority, the City Council introduced the ordinance to amend the Official Zoning Atlas at the November 5, 2019 meeting. The ordinance will change the zoning classification of 6.78-acres from Residential 5 (R5) to Residential 10 (R10), and of 1.59-acres from Residential 5 (R5) to Public (P). The site is located at the northeast corner of Cottonwood Avenue and Indian Street as shown on Exhibit A of the ordinance.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 963. Staff recommends this alternative.
2. Provide revisions to the draft Ordinance and have staff return with the revised draft for another adoption process.
3. Provide alternate direction to staff.

FISCAL IMPACT

There are no anticipated fiscal impacts from the recommended action.

NOTIFICATION

The agenda was posted in accordance with the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Jerry Guarracino
Contract Planner

Department Head Approval:
Patty Nevins
Acting Community Development 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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. Ordinance 963 - Zone Change

2. Exhibit A to Ordinance 963 - Zone Change

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/12/19 9:04 AM
City Attorney Approval	<u>✓ Approved</u>	11/12/19 2:00 PM
City Manager Approval	<u>✓ Approved</u>	11/12/19 3:15 PM

ORDINANCE NO. 963

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PEN19-0109; AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE CITY OF MORENO VALLEY, CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL 5 (R5) DISTRICT TO RESIDENTIAL 10 (R10) DISTRICT FOR 6.78 ACRES AND FROM RESIDENTIAL 5 (R5) DISTRICT TO PUBLIC (P) DISTRICT FOR 1.59 ACRES LOCATED AT THE NORTHEAST CORNER OF COTTONWOOD AVENUE AND INDIAN STREET (ASSESSOR PARCEL NUMBERS 482-161-021, 482-161-022, 482-161-023, AND 482-161-024)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, the Moreno Valley Housing Authority, filed Application No. PEN19-0109, requesting an amendment, to Page 71 of the Official Zoning Atlas, to the zoning classification for certain property, as described in the title of this resolution and the attached Exhibit A.

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on November 5, 2019, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation.

1.4 A Mitigated Negative Declaration has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Mitigated Negative Declaration, including all supporting technical evidence, it was determined that the project impacts are expected to remain less than significant with implementation of mitigation measures, and therefore, certification of a Mitigated Negative Declaration is an appropriate action for the Project. The Mitigated Negative Declaration represents the City's independent judgment and analysis.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on November 5, 2019, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **Conformance with General Plan Policies** – The proposed Change of Zone is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project site has a current Zoning Designation of Residential 5 (R5) District. The Proposed Zone Change Application would change the zoning designation on a 6.78-acre portion of the project site, Parcel 1, from Residential 5 (R5) District to Residential 10 (R10) District, allowing a maximum of 10 dwelling units per acre. The balance of the site, a 1.59-acre portion, Parcel 2, would be changed from Residential 5 (R5) District to Public (P) District, consistent with the Zoning designation of the school, to the north of the site.

The site is situated at the northeast corner of Cottonwood Avenue and Indian Street. Surrounding major roadways include Eucalyptus Avenue to the north and Alessandro Boulevard to the south, Perris Boulevard to the east and Heacock Street to the west. The project site is located in a highly urbanized portion of the City of Moreno Valley, with a public school use to the north and single-family residences to the south, east, and west.

The proposed Zone Change is consistent with the General Plan. Specifically, it is consistent with the 2014-2021 Housing Element as it will allow for a wider range of housing types and promote construction of residential units within the City consistent with Housing Goal No. 1 and Policy 1.5 listed below.

Housing Goal No. 1 - Availability of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Moreno Valley residents.

Policy 1.5 – Promote construction of units consistent with the new construction needs identified in the Regional Housing Needs Assessment (RHNA).

2. **Conformance with the Zoning Regulations** – The proposed Zone Change is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The project site is currently zoned Residential 5 (R5) District, which would allow up to 5 dwelling units per acre. The proposed Zone Change, PEN19-0109, would rezone Parcel 1 from Residential 5 (R5) District to Residential 10 (R10) District, which would allow a maximum of 10 dwelling units per acre, and Parcel 2 from Residential 5 (R5) District to Public (P) District consistent with the school site to the north.

The proposed Zone Change is consistent with the purpose and intent of the Municipal Code for the following reasons:

- It will implement the goals, objectives, policies and programs of the Moreno Valley General Plan, and manage future growth and change in accordance with that Plan by providing for a wider range of housing types and promoting construction of new residential units consistent with the construction needs identified in the Regional Housing Needs Assessment.
 - It will protect the physical, social and economic stability and the vitality of residential, commercial, industrial, public, institutional and open space uses within the city by allowing for the orderly development of a vacant 8.37 site with a combination of residential and public uses that are compatible with existing adjacent land uses.
3. **Health, Safety and Welfare** – The proposal will not be detrimental to the public health, safety or welfare.

FACT: The proposed Zone Change is a legislative action and will not result in any direct physical impacts; therefore, the action itself could not be detrimental to the public health, safety or welfare.

An Initial Study was prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program is recommended.

There is no evidence that the proposed Zone Change will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to Page 71 of the Official Zoning Atlas as shown on the attached map marked “Exhibit A” and included herein by reference and on file in the office of the City Clerk.

SECTION 4 EFFECT OF ENACTMENT:

Attachment: Ordinance 963 - Zone Change [Revision 3] (3823 : PEN19-0109 - Change of Zone Second Reading)

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance 963 - Zone Change [Revision 3] (3823 : PEN19-0109 - Change of Zone Second Reading)

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 963 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

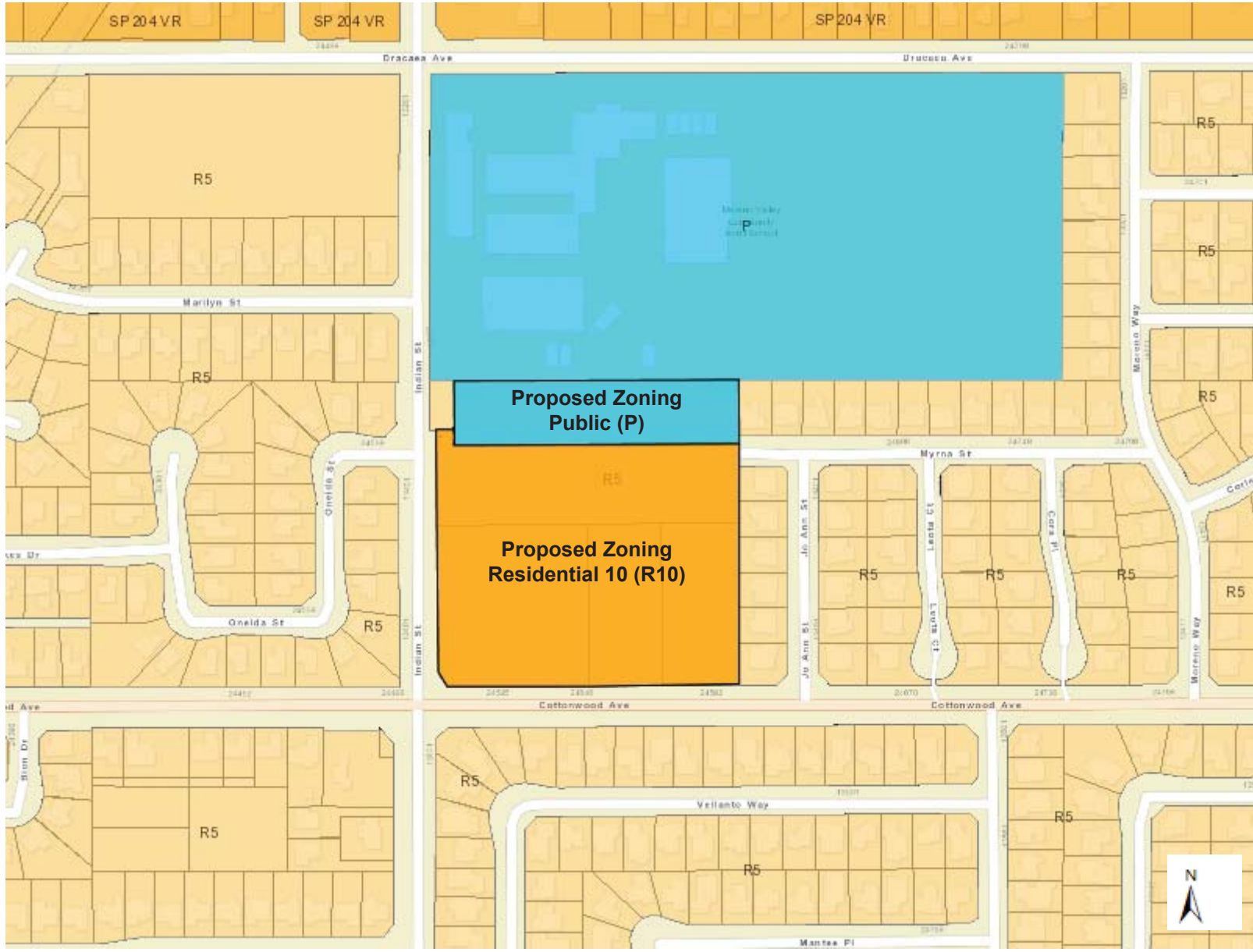
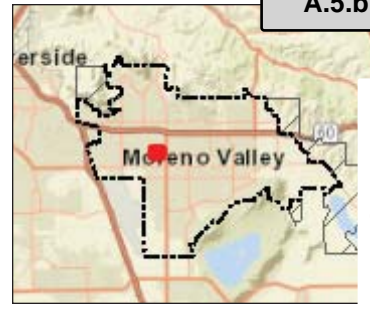
CITY CLERK

(SEAL)

Attachment: Ordinance 963 - Zone Change [Revision 3] (3823 : PEN19-0109 - Change of Zone Second Reading)



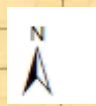
Change of Zone PEN19-0109



Legend

- Zoning**
- Commercial
 - Industrial/Business Park
 - Public Facilities
 - Office
 - Planned Development
 - Large Lot Residential
 - Residential Agriculture 2 DU/AC
 - Residential 2 DU/AC
 - Suburban Residential
 - Multi-family
 - Open Space/Park

- Parcels
- World Street Map



WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 9/24/2019

DISCLAIMER: The information shown on this map was compiled from the City of Moreno Valley GIS and Riverside County GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes

Current Zoning = Residential 5 (R5)
Proposed Zoning = Residential10 (R10) and Public (P)



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Economic Development Director

AGENDA DATE: November 19, 2019

TITLE: COOPERATION AGREEMENT WITH MERIDIAN PARK K4, LLC FOR THE PROPOSED DEVELOPMENT PROJECT ON MARCH JOINT POWERS AUTHORITY PARCEL K4

RECOMMENDED ACTION

Recommendations:

1. Approve a Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4, LLC that will compensate the City of Moreno Valley for the impacts of the proposed 685,000 sq. ft. development along the south side of Cactus Avenue between Veterans Way and Frederick Street.
2. Authorize the Mayor or his designee to execute the Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4, LLC.

SUMMARY

On December 11, 2019, the March Joint Powers Authority (“MJPA”) will consider granting proposed entitlements (General Plan Amendment, Zone Change, and Plot Plan) for a 685,000 square foot building along the south side of Cactus Avenue, roughly between Veterans Way and Frederick Street.

This MJPA project is located contiguous to but outside the City of Moreno Valley boundaries. Access can only be taken by traversing City of Moreno Valley streets, creating potential impacts to the City of Moreno Valley (traffic, roadway deterioration, and aesthetic). The project generates no direct revenue to the City to fund the public improvements, maintenance, and future repairs. This staff report proposes a Cooperation Agreement between the City and the Meridian Park K4, LLC (“Developer”) to mitigate said concerns.

BACKGROUND

In August 2017, Lewis/Waypoint Group (Meridian Park K4/LLC) submitted applications to March Joint Powers Authority to develop the K4 parcels and to make significant improvements to the Cactus drainage channel that runs parallel to the project along Cactus Avenue from the March Air Reserve Base to the Heacock Street drainage channel.

The proposed entitlements include a General Plan Amendment, Zone Change, and Plot Plan (with associated environmental analysis) and are scheduled for MJPA Board consideration on December 11, 2019, as summarized below:

- General Plan Amendment (MJPA GPA18-01): The Project site has a land use designation of Business Park within the existing March JPA General Plan. The Project proposes to change the existing Business Park land use designation to Industrial; as such, a General Plan Amendment is required for this change.
- Change of Zone (MJPA 18-01): The Project site has not previously been given a zoning designation, thus to be consistent with the requested General Plan land use designations of Industrial, the proposed Project is pursuing a zoning change to the designation of Industrial (IND) for the 35.4-acre site.
- Plot Plan: MJPA18-04. A plot plan approval is required to construct the 685,000 square foot building, 598 automobile parking stalls, and 242 truck trailer parking stalls.
- CEQA: A public draft the of the project's Environmental Impact Report (DEIR) was circulated April 17, 2019. The Final EIR was released in July and is available on the MJPA website for public review.

DISCUSSION

The proposed project is in MJPA territory and is located outside the City of Moreno Valley boundaries. Access to the site is provided via City of Moreno Valley streets (Cactus Avenue) with potential impacts to the City of Moreno Valley (traffic, roadway deterioration, and aesthetic). Since the project is located within MJPA, this project generates no revenues to the City to fund the public improvements and future maintenance/repairs. In order to properly mitigate the impact to the City, the attached Cooperation Agreement is presented for the City Council's consideration. The major salient points of the Cooperation Agreement are as follows:

Traffic and Roadway Mitigation:

- Developer to construct the Elsworth Street / Cactus Avenue intersection improvements that accommodate truck turning movements,
- Developer to pay the City of Moreno Valley a fair share traffic mitigation contribution in the amount of \$265,734,
- Developer to pay the City of Moreno Valley \$300,000 in lieu of constructing the bus turn-out.

- Developer to pay the City of Moreno Valley for pavement maintenance of Cactus Avenue in annual installments of \$20,212 (up to a maximum of \$1,010,602), terminating in fifty annual payments or the date City annexes the property.

Cactus Channel:

- Developer to pay its fair share of the Cactus Channel storm drain improvements as established by Riverside County Flood Control.
- Developer to pay for the City of Moreno Valley's fair share contribution to the Cactus Channel storm drain improvements (estimated at \$200K).

Landscaping and Aesthetics:

- Construct all landscaped areas to include enhanced treatment:
 - A 14' high decorative wall with landscaping and
 - A pedestrian walk / bike path over the channel improvements in front of the property.
- Participate in any special district in MJPA formed to pay for the long term maintenance and installation of the landscaping / bike path / walking trail.

Community Benefit:

- Developer to pay to the City of Moreno Valley a community benefit contribution of \$500,000, which can be utilized by the City with no restrictions.

ALTERNATIVES

1. Approve a Cooperation Agreement with Meridian Park K4, LLC that will compensate the City of Moreno Valley for the impacts of the proposed 685,000 square foot development along the south side of Cactus Avenue between Veterans Way and Frederick Street in the March Joint Powers Authority. Staff recommends this alternative.
2. Decline to approve a Cooperation Agreement that will compensate the City of Moreno Valley for the impacts of the proposed 685,000 sq. ft. K4 development to be considered by the March Joint Powers Authority on December 11, 2019. Staff does not recommend this alternative.

FISCAL IMPACT

Direct mitigation benefit to the City for traffic mitigation, bus turn out, on-going maintenance for Cactus Avenue (50 years), Cactus Channel contribution, and community benefit contribution is estimated at \$2,276,336. Said payment will be due to the City upon entitlement approval from MJPA and permit issuance (encroachment) from the City of Moreno Valley.

NOTIFICATION

Publication of the Agenda

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4 LLC

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/13/19 5:59 PM
City Attorney Approval	<u>✓ Approved</u>	11/14/19 1:37 PM
City Manager Approval	<u>✓ Approved</u>	11/14/19 2:02 PM

**COOPERATION AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY AND MERIDIAN PARK K4, LLC**

This Cooperation Agreement ("Agreement") is entered into on November 12, 2019 (the "Effective Date"), between MERIDIAN PARK K4, LLC, a Delaware limited liability company ("Owner"), and the CITY OF MORENO VALLEY, a California municipal corporation ("City"). Owner and City are sometimes singularly referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

A. All initially-capitalized words, terms, and phrases used, but not otherwise defined, in the Recitals shall have the meanings assigned to them in Section 1 of this Agreement, unless the context clearly indicates otherwise.

B. Owner owns that certain property described on Exhibit "A" attached hereto which is referred to herein as the "Owner Property".

C. Owner is seeking certain approvals relating to the development of the Owner Property from March Joint Powers Authority ("MJPA").

D. City as a member of the MJPA has the right to object to Owner's proposed Development of the Owner Property, but has determined that the Development of Owner Property by Owner will be beneficial to City, and therefore, City intends to support Owner's Development of the Owner Property.

E. The City Council entered into this Agreement pursuant to and in compliance with all applicable requirements.

NOW, THEREFORE, in consideration of the mutual terms, obligations, promises, covenants and conditions contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, and each of them, agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. "Agreement" means this Agreement.

1.2. "City" means the City of Moreno Valley, a municipal corporation.

1.3. "City Council" means the duly elected City Council of City.

1.4. "Development" means the construction and/or installation of structures, improvements and facilities on the Owner Property including, without limitation, grading, the construction of infrastructure (whether located within or outside the Owner Property), the construction of a building (the "Building"), the construction of portion of Cactus Channel with

related improvements, and the installation of wall, fencing, trails and landscaping, in accordance with plans that will be subject to the approval of the MJPA.

1.5. "Law" means any official legislative enactment of a governmental agency, public body, or court that binds the Parties. "Laws" shall include but not be limited to case law, constitutional provisions, statutes, ordinances, initiatives, resolutions, policies, orders, rules, and regulations. A matter is a Law regardless of whether it was imposed by a legislative body (such as the City Council or State Legislature), an administrative agency (such as the Public Utilities Commission), the electorate (as by initiative or referendum), court (by judgment, order or opinion), or any other official body (such as the Planning Commission), and regardless of whether it is federal, state, or local.

1.6. "Owner" means Meridian Park K4, LLC, a Delaware limited liability company and its successors in interest to the Owner Property, and/or assignees of Owner's rights under this Agreement.

1.7. "Owner Property" means the real property which is the subject of this Agreement and which is more particularly described in Exhibit "A" attached hereto and incorporated by this reference.

1.8. "Parties" means Owner and City.

2. DEVELOPMENT OF THE OWNER PROPERTY.

2.1. City acknowledges that Owner's proposed Development of the Owner Property will be beneficial to City, and City hereby agrees to not object to or challenge the Development through the entitlement process, so long as the Building remains in its current proposed size or smaller.

2.2. City has determined that entry into this Agreement will further the goals and objectives of City's land use planning policies. City has further determined by entering into this Agreement and relying thereon, City is securing certain public benefits which help to alleviate significant potential traffic, access and circulation problems in the City, and enhance the public health, safety and welfare of existing and future City residents.

2.3. In exchange for these benefits to City and its residents, Owner wishes to receive the assurances of City's cooperation in connection with Owner's Development of the Owner Property. The assurances provided by City and Owner to each other in this Agreement are bargained and in consideration for the undertakings of the Parties and are intended to be and have been relied upon by the Parties.

3. DEVELOPMENT REQUIREMENTS.

Provided that (i) City is not in violation of any its obligations under this Agreement; and (ii) Owner has obtained all final, non-appealable entitlements, permits and approvals required for its proposed Development of the Owner Property, then Owner agrees to satisfy the following:

3.1. Owner agrees that Owner will seek to entitle the Owner Property for industrial use with a Building of approximately 685,000 square feet in size (or smaller), with zoning designated as Industrial (IND) pursuant to MJPA general plan.

3.2. Prior to Owner's receipt of a certificate of occupancy for the initial Building to be constructed on the Owner Property, Owner shall submit to the MJPA and City a traffic management plan, that is tenant specific (the "Traffic Management Plan"). In the event that such Traffic Management Plan indicates that additional parking is required, Owner will reasonably consider utilizing either of the properties depicted on the aerial site depiction attached hereto as Exhibit "B", for additional parking if needed. Owner's obligations under this Section 3.2 shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term (as defined in Section 4.1).

3.3. Owner agrees to provide initial driveway counts (to include vehicle classification) to City within one (1) year and thereafter every three (3) years for up to an additional ten years (10) years after the Effective Date in order to allow City to verify that the traffic counts are consistent with the entitlements for the Owner Property. If truck traffic counts exceed what is identified in the entitlement documents, the Parties agree to discuss whether proposed alternatives for mitigation should be included in the Traffic Management Plan.

3.4. Owner agrees to (i) pay MJPA a fair share traffic mitigation contribution in the amount of \$53,690.00 in accordance with the Mitigation Monitoring and Reporting Plan, (ii) pay City a fair share traffic mitigation contribution in the amount of \$265,734, (iii) construct Elsworth Option B as identified on Exhibit "C" attached hereto, (v) construct a pedestrian walk over the channel improvements in front of the Owner property as depicted on Exhibit "D" attached hereto, and (vii) pay City \$300,000.00 in lieu of constructing the bus turn-out identified on Exhibit "D" attached hereto. Said payment for fair share traffic mitigations and bus turn-out contribution to the City shall be paid to the City upon Owner's receipt of all permits required from the City for the Development. Owner's obligations under this Section 3.4 shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.

3.5. City acknowledges that it has received all appropriate TIA Appendices.

3.6. The Parties have approved the Building including the site wall and landscape setbacks as shown on Exhibit "E" attached hereto. Such building, site wall, fencing, trails, and landscape plans, and any modifications shall be approved by the City's Community Development Director within ninety (90) days after Owner delivers such plans to the City. Owner's obligations under this Section 3.6 shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.

3.7. Owner shall provide to the City applicable plans as determined by the City Engineer for encroachments made within the City right of way (including construction traffic access and controls) for review and approval. City, subject to the review and approval of applicable plans, shall issue permits within ninety (90) days after Owner delivers a complete permit application for the same. Owner's obligations under this Section 3.7 shall not terminate

pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.

3.8. Owner shall provide to City landscape plans for review in order to allow City to confirm that such plans are consistent with Exhibit "D" attached hereto in connection with the initial construction of the Building. Furthermore, Owner agrees to provide and accomplish the following in connection with the construction of the initial Building:

- a) All landscaped areas to include enhanced landscaping acceptable the City's Community Development Director which shall be approved by the City within ninety (90) days after Owner delivers plans for the same to the City. Owner's obligations under this Section 3.8(a) shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.
- b) The landscaped area between the channel and the street shall be placed at back of curb, with the 6' sidewalk provided adjacent to the channel.
- c) Owner shall participate, based upon its fair share, in any special district formed to pay exclusively for future installation and ongoing maintenance associated with channel landscaping. Owner's obligations under this Section 3.8(c) shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.
- d) All landscape plans, including channel trail and landscaping, and future modifications will be subject to review and approval by the City. Owner's obligations under this Section 3.8(d) shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.
- e) The project building permit plans shall be submitted to the City's Planning division for review prior to JPA final approval but City shall not have the right to approve the same.
- f) As the current configuration does not meet City standards, Owner shall pay to the City a community benefit contribution of \$500,000. Said payment shall be made upon Owner's receipt of all permits required from the City for the Development. Owner's obligations under this Section 3.8(f) shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term.

3.9. As contemplated by that certain Cooperative Agreement for Cactus Channel to be entered into by the Parties, Owner will agree to the following, and Owner's obligations under this Section 3.9 shall not terminate pursuant to the terms of Section 4.1 below if Owner has not satisfied its obligations under this Section prior to the expiration of the Term:

1. Owner agrees to pay its fair share of the Cactus Channel storm drain improvements.
2. Owner will agree to pay the City's fair share contribution to the Cactus Channel storm drain improvements consistent with plans approved by the Riverside County Flood Control and Water Conservation District.

3. Owner shall participate, based upon its fair share, in any special district formed to pay exclusively for the long term maintenance and installation of landscaping, bike path, walking trails and other amenities of the Cactus Channel.

3.10. Owner agrees to pay an aggregate amount for pavement maintenance up to a maximum of \$1,010,602.00 which shall be payable in annual installments equal to \$20,212.04 terminating upon the earlier of (i) making a total of fifty (50) annual payments or (ii) the date City annexes the Owner Property. The commencement of the first annual payment shall be the date the Certificate of Occupancy is issued for the project. Owner's obligations under this Section 3.10 shall not terminate pursuant to the terms of Section 4.1 below.

4. DURATION OF AGREEMENT.

4.1. Term; Conditions Precedent to Effectiveness.

This Agreement shall commence as of the Effective Date, and unless earlier terminated in accordance with Section 4.2 or another provision hereof, shall automatically expire on the earlier of (i) the twenty-fifth (25th) anniversary thereof or (ii) the annexation of the Owner Property into the City (the "Term"). The terms of this Section 4.1 shall not limit Owner's obligations under Sections 3.2, 3.4, 3.6, 3.7, 3.8, 3.9, 3.10 above if Owner has not satisfied its obligations under such Sections in connection with the development of the initial Building on the Owner Property as of the expiration of the Term.

4.2. Termination.

This Agreement shall be deemed terminated and of no further effect upon the occurrence of the earlier of (a) expiration of the Term, or (b) termination of this Agreement based on any default of any Party.

4.3. Effect of Termination.

The rights and obligations of the Parties under this Agreement will cease as of the date of such termination.

5. AMENDMENT.

This Agreement may be modified or amended from time to time only with the written consent of Owner and City or their successors and assigns.

6. COVENANT OF FURTHER ASSURANCES AND FAIR DEALING.

6.1. Further Assurances.

Each Party covenants on behalf of itself and its successors and assigns to take all actions and do all things, and to execute with acknowledgments or affidavits if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. Each Party will take all necessary measures to see that the provisions of this Agreement are carried out in full.

6.2. Covenant of Good Faith and Fair Dealing.

Except as may be required by Law, neither Party will do anything which will have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement and each Party will refrain from doing anything which would render performance under this Agreement impossible or impractical.

7. PERMITTED DELAYS.

Any period of delay caused by acts of God; civil commotion; war; insurrection; riots; strikes; walk outs; picketing or other labor disputes; unavoidable shortages of materials or supplies; damages to work in progress by reason of fire, flood, earthquake or other casualty; litigation which prohibits or delays performance of the Agreement; moratoria; judicial decisions; or any other cause which is not within the reasonable control of the Parties may extend the duration of the Agreement. Each Party will promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained, and the term of this Agreement will be extended by the period of any such delay.

8. DEFAULT.

8.1. Events of Default.

Subject to any written extension of time by mutual consent of the Parties or permitted delays pursuant to the provisions of Section 7, the uncured failure of either Party to perform any material term or provision of this Agreement will constitute a default. On written notice to a Party of its failure of performance, such Party will have thirty (30) days to cure such failure of performance. Any notice of default given hereunder will be in writing and specify in detail the nature of the alleged default and the manner in which such default may be satisfactorily cured in accordance with this Agreement. During the time period herein specified for the cure of a failure of performance, the Party charged with such failure of performance will not be considered to be in default for purposes of termination of this Agreement or for purposes of institution of legal proceedings with respect thereto and, if Owner is the Party that has failed to perform, then City will not be excused from its performance under this Agreement during that period. If Owner obtains all necessary building permits for the Building from the MJPA and all permits required from the City for the Development and thereafter Owner fails to make any payment due under this Agreement, then, subject to the preceding terms, the City can exercise its right to cause Owner to make such payment in accordance with Section 8.2 below.

8.2. Remedies.

The Parties agree that upon default and expiration of any applicable cure period, the remedies available to the non-defaulting Party against a defaulting Party shall include one or more of the following: injunctive relief, mandate (traditional and/or administrative), specific performance, monetary damages, and/or termination. In the event of any legal action involving or arising out of this Agreement, the prevailing Party will be entitled to recover from the losing Party, reasonable litigation expenses, attorneys' fees and costs incurred. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party. In the event there is a default by Owner, the monetary damages payable by Owner to the City shall not exceed Three Million Dollars (\$3,000,000).

8.3. No Waiver.

The failure by a Party to insist on the strict performance of any of the provisions of this Agreement by the other Party will not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. All waivers must be in writing to be effective or binding on the waiving Party and no waiver will be implied from any omission by a Party to take action. No express written waiver of any default will affect any other default or cover any other period of time except that specified in such express waiver.

9. ESTOPPEL CERTIFICATES.

Either Party may at any time, and from time to time, deliver written notice to the other Party, requesting that the other Party certify in writing to the knowledge of the certifying Party that: (a) this Agreement is in full force and effect and is a binding obligation of the certifying Party; (b) this Agreement has not been amended or modified, except as expressly identified; (c) no default in the performance of the requesting Party's obligations pursuant to Agreement exists, except as expressly identified. A Party receiving a request hereunder will execute and return the requested certificate within thirty (30) days after receipt of the request.

10. INCORPORATION BY REFERENCE.

10.1. Recitals.

The Parties agree that Recitals A through E are true and correct, constitute a substantive part of this Agreement, are hereby incorporated by reference herein as though set forth in full and the Parties have materially relied upon them as such in their respective determinations to execute this Agreement.

10.2. Exhibits.

Each Exhibit to this Agreement is incorporated herein by reference as though fully set forth herein.

11. APPLICABLE LAW.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

12. NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY BENEFICIARY.

City and Owner hereby renounce the existence of any form of joint venture or partnership between them and expressly agree that nothing contained herein or in any document executed in connection herewith will be construed as making City and Owner joint venturers or partners. It is understood that the contractual relationship between City and Owner is such that

Owner is an independent contractor and not an agent of City. Furthermore, this Agreement is not intended or construed to create any third party beneficiary rights in any person who is not a party to this Agreement.

13. TERMS AND CONSTRUCTION.

13.1. Severability.

If any term, provision, covenant or condition of this Agreement is determined to be invalid, void or unenforceable by judgment or court order, then the remainder of this Agreement will remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the stated purposes of this Agreement.

13.2. Entire Agreement.

This Agreement contains all the representations and constitutes the entire agreement between City and Owner. Any prior correspondence, memoranda, agreements, warranties or representations, oral or written, are superseded in total by this Agreement.

13.3. Authority; Counterpart Signature Pages.

Each individual signing this Agreement on behalf of City and Owner warrants and represents that he or she has full authority to execute the same on behalf of City and Owner, respectively, and that he or she is acting within the scope of his or her authority. Each Party further represents that it has the legal authority to enter into this Agreement and to perform all obligations under this Agreement.

For convenience, the signatures of the Parties may be placed and acknowledged on separate pages and, when attached to this Agreement, will constitute this document as one complete Agreement.

13.4. Time.

Time is of the essence of this Agreement and of each and every term and condition hereof.

13.5. Notices.

Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, or certified mail, return receipt requested, with postage prepaid, by overnight delivery, or by facsimile or electronic transmission to the respective mailing addresses, as follows:

If to City: City of Moreno Valley Economic Development Department
 14177 Frederick Street
 Moreno Valley, CA 92552-0805
 Attn: Mike Lee
 Facsimile: (951) 413-3460
 Email: mikel@moval.org

With a copy to: City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552-0805
 Attn: Thomas DeSantis, City Manager
 Facsimile: _____
 Email: _____

If to Owner: Meridian Park K4,, LLC
 c/o Lewis Management Corp.
 1156 North Mountain Avenue
 Upland, CA 91798
 Attn: David Linden and Timothy Reeves
 Facsimile: (909) 931-5516
 Email: david.linden@lewismc.com
 timothy.reeves@lewismc.com

With a copy to: Waypoint Property Group, LLC
 567 San Nicolas Drive, Suite 270
 Newport Beach, CA 92660
 Attn: David Team
 Facsimile: (949) 200-6560
 Email: dteam@waypointpg.com

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, air bill or facsimile.

13.6. Construction, Number and Gender.

This Agreement will be construed as a whole according to its common meaning and not strictly for or against either Party in order to achieve the objectives and purposes of the Parties hereunder. Whenever required by the context of this Agreement, the singular will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders. In addition, "will" is the mandatory and "may" is the permissive.

13.7. No Recording. Neither this Agreement nor any memorandum hereof nor any other document referencing this Agreement shall be recorded in the official records of Riverside County.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date first hereinabove written.

"CITY"

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

"OWNER"

MERIDIAN PARK K4, LLC,
a Delaware limited liability company

By: Meridian Park Holdings, LLC,
a Delaware limited liability company,
Its: Sole Member

By: WPG Meridian Park, LLC,
a California limited liability company,
its Managing Member

By: Waypoint Property Group,
a Delaware limited liability company,
its Managing Member


By:  _____
Name: DAVID O. TEM
Title: PRESIDENT

EXHIBIT "A"Legal Description of the Owner Property

The land referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, and is described as follows:

THAT PORTION OF SECTIONS 13 AND 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, THE LAND ALSO BEING SHOWN AS PARCEL 12 ON RECORD OF SURVEY 000-135 ON FILE IN BOOK 110 PAGES 30 AND 40, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE AS SHOWN ON SHEET 10 OF 11 SHEETS, DETAIL B, OF SAID RECORD OF SURVEY, SAID COURSE BEARS NORTH 89° 34'

15" WEST, 1,724.21 FEET;

THENCE SOUTH 89° 33' 47" EAST, 639.78 FEET;

THENCE SOUTH 00° 40' 11" WEST, 658.68 FEET;

THENCE SOUTH 89° 36' 42" WEST, 134.96 FEET;

THENCE NORTH 00° 12' 17" EAST, 429.49 FEET;

THENCE SOUTH 89° 56' 43" WEST, 202.22 FEET;

THENCE SOUTH 00° 01' 55" WEST, 427.89 FEET;

THENCE NORTH 89° 36' 13" WEST, 2,028.00 FEET;

THENCE NORTH 00° 39' 39" EAST, 690.12 FEET TO THE WESTERLY TERMINUS OF SAID

COURSE SHOWN ON SAID RECORD OF SURVEY;

THENCE SOUTH 89° 34' 15" EAST, 1,724.21 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERAL RESOURCES OF ANY KIND OF NATURE IN THE MINERAL ESTATE OF THE PROPERTY, PROVIDED, HOWEVER, THAT SUCH RESERVATION SHALL NOT INCLUDE THE RIGHT OF ACCESS TO OR ANY RIGHT TO USE ANY PORTION OF THE SURFACE OF THE PROPERTY.

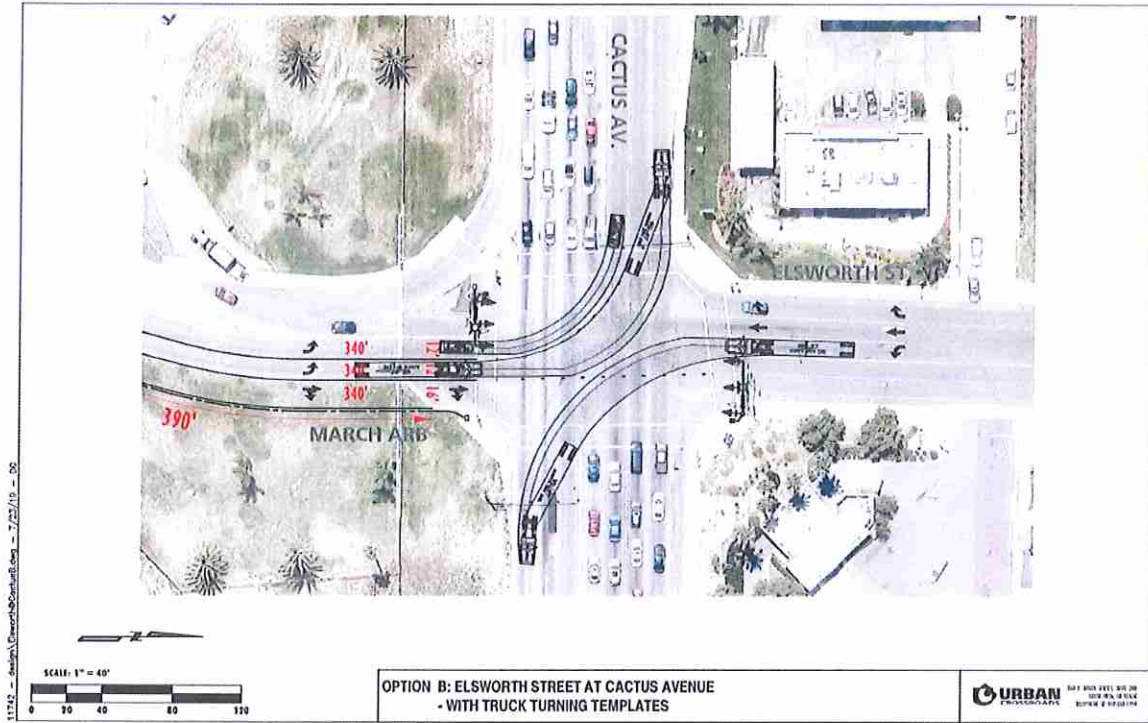
EXHIBIT "B"
Additional Parking Site



Attachment: Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4 LLC (3833 : COOPERATION AGREEMENT

EXHIBIT "C"

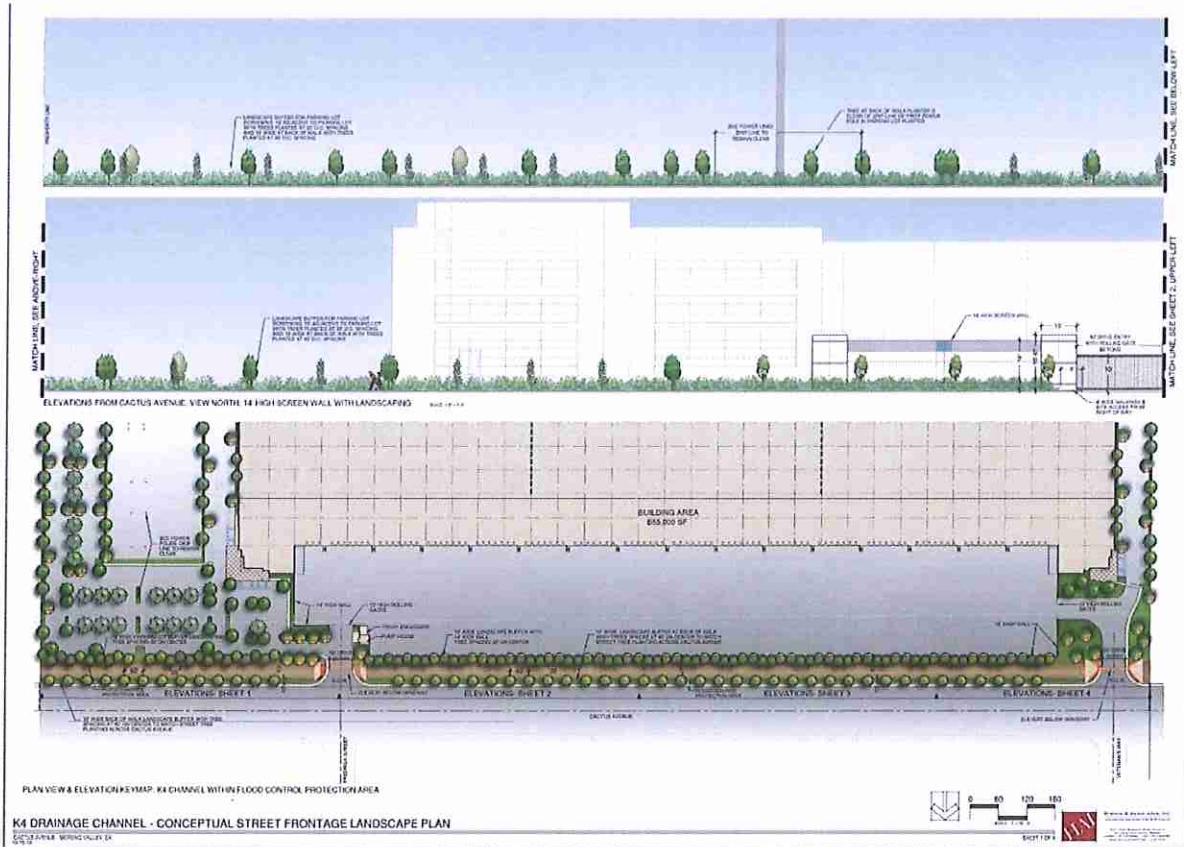
Elsworth Option B



Attachment: Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4 LLC (3833 : COOPERATION AGREEMENT

EXHIBIT "D"

Pedestrian Walk, Bus Turn-Out, and Landscape Plans



Attachment: Cooperation Agreement By and Between the City of Moreno Valley and Meridian Park K4 LLC (3833 : COOPERATION AGREEMENT



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: November 19, 2019

TITLE: GENERAL PLAN ADVISORY COMMITTEE (GPAC)
CREATION AND MEMBER APPOINTMENTS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Confirm the creation of the General Plan Advisory Committee.
2. Ratify the Mayoral member appointments of the following:
 - a. One Representative from Highland Fairview
 - b. One Representative from Pacific Communities
 - c. Al DeJohnette, Community Member
 - d. JoAnn Stephans, Community Member
 - e. Ray Baker, Community Member
 - f. Carlos Lopez, Moreno Valley College

SUMMARY/DISCUSSION

The City is initiating the process of updating its General Plan. This process contemplates the creation of a General Plan Advisory Committee which is composed of stakeholders and community members.

Mayor has proposed the following appointments for City Council's ratification.

One Representative from Highland Fairview
 One Representative from Pacific Communities
 Al DeJohnette, Community Member
 JoAnn Stephans, Community Member
 Ray Baker, Community Member
 Carlos Lopez, Moreno Valley College

FISCAL IMPACT

None at this time.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/14/19 2:43 PM
City Attorney Approval	<u>✓ Approved</u>	11/14/19 2:29 PM
City Manager Approval	<u>✓ Approved</u>	11/14/19 2:32 PM



Report to City Council

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: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: November 19, 2019

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-48 (RESO. NO. CSD 2019-__)

RECOMMENDED ACTION

Recommendation:

Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2019-__, 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. 2019-48 to its Community Facilities District No. 1 and approving the amended map for said District.

SUMMARY

Approval of the proposed resolution will certify the annexation of one parcel into Community Facilities District (CFD) No. 1 (Park Maintenance) ("District"). This action impacts only the property owner identified below, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed development (e.g., the increase in demand on parks created by residential development). The City created CFD No. 1 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the CSD Board approves the annexation, a special tax can be levied on the annual

property tax bills of the annexed parcels to fund the cost of increased demands on parks.

As a condition of approval for development of their project, Villa Annette LP (the "Property Owner") is required to provide a funding source to maintain parks and has elected to annex the parcel of their project into the District to satisfy the condition. The Property Owner submitted a Landowner Petition approving the annexation and the City Clerk has confirmed the petition is valid.

DISCUSSION

The District was formed on July 8, 2003, to provide an alternative funding tool for the development community. It provides a mechanism to fund the continued maintenance, enhancement, and/or retrofit of parks, open spaces, linear parks, and/or trail systems included within the District.

At the time CFD No. 1 was formed, the CSD Board designated a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the park maintenance services of the District.

The Property Owner is approved to construct a 220-unit multi-family apartment project on the northeast corner of Cactus Ave. and Lasselle St. As a condition of approval for the project, the Property Owner is required to provide an ongoing funding source for park maintenance. The table below provides information for the parcel under development ("Subject Property").

Property Owner/Project	APN(s)	Proposed Number of DUs ¹	Location
Villa Annette LP 220-unit multi-family apts. PEN16-0123/SCP19-0005	486-280-054	1	Northeast corner of Cactus Ave. and Lasselle St.
¹ DU = Dwelling Units (single-family residential lot or dwelling unit for multi-family)			

A property owner has two options to satisfy the condition of approval:

- 1) Submit a Landowner Petition unanimously approving annexation of their property into the District. Approval of the petition and special tax rate allows the City to levy the special tax on the annual property tax bill of their property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
- 2) Fund an endowment to satisfy the annual requirement.

The Property Owner elected to annex the Subject Property into CFD No. 1 and have the special tax applied to the annual property tax bill. The Office of the Riverside County

Registrar of Voters confirmed there were no registered voters residing at the Subject Property, allowing for a special election of the landowner. Adoption of the attached resolution (Attachment 1) adds the Subject Property to the District and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Annexation No. 2019-48. The City Clerk received and reviewed the Landowner Petition and confirmed the Property Owner unanimously approved annexation of the Subject Property into the District (Attachment 3).

Successful completion of the annexation process satisfies the project's condition of approval to provide an ongoing funding source for park maintenance.

ALTERNATIVES

1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the Subject Property into CFD No. 1 at the request of the Property Owner and satisfy the condition of approval for the proposed development.*
2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it is contrary to the Property Owner's request, will not satisfy the condition of approval, and may delay development of the project.*
3. Do not adopt the proposed resolution but rather continue the item to a future regularly scheduled CSD Board meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the maintenance and operation of CFD No. 1 park facilities and services. The special tax can only be applied to the property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending on the number of registered voters) have previously provided approval. The estimated maximum special tax revenue which can be generated from the project is detailed below:

Property Owner/ Project Name	Proposed Number of DUs^{1,2}	FY 2019/20 Maximum Special Tax^{2,3}	Estimated FY 2019/20 Maximum Special Tax for the Project
Villa Annette LP 220-unit multi-family apts.	1	\$176.37/DU	\$38,801.40
¹ DU = Dwelling Unit (single-family residential lot or dwelling unit for multi-family). ² Based on the current project description. The special tax will be calculated based on the final development of the project. ³ The special tax applied to the property tax bill will be based on the needs of the District. It can be lower than, but it cannot exceed the maximum special tax. The FY 2019/20 applied rate is \$146.32 per DU.			

The maximum special tax rate is subject to an annual inflation adjustment based on the change in Consumer Price Index (CPI) or by two percent (2%), whichever is greater.

However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the District.

NOTIFICATION

On September 26, 2019, the annexation materials were mailed to the Property Owner. A cover letter, Landowner Petition, Rates and Method of Apportionment of Special Tax, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Patti Solano
Parks & 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.

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.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

- 1. Resolution Ordering Annexation - Annexation 2019-48
- 2. Boundary Map CFD 1 - Annexation 2019-48
- 3. Certificate of Election Official - Annexation 2019-48

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/04/19 8:23 AM
City Attorney Approval	<u>✓ Approved</u>	11/13/19 12:43 PM
City Manager Approval	<u>✓ Approved</u>	11/14/19 1:19 PM

RESOLUTION NO. CSD 2019-____

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. 2019-48 TO ITS COMMUNITY FACILITIES DISTRICT NO. 1 AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2003-23, the Board of Directors of the Moreno Valley Community Services District (the "CSD") established the CSD's Community Facilities District No. 1 (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 41, the Board of Directors levied an annual special tax against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks and park improvements; and

WHEREAS, by its Resolution No. CSD 2003-26, the Board of Directors designated all territory within the City of Moreno Valley to be a Future Annexation Area for the CFD; and

WHEREAS, pursuant to Resolution No. CSD 2003-26 territory located within the Future Annexation Area may be annexed to the CFD upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings; and

WHEREAS, the landowners of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, have submitted a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the boundary map entitled "Annexation Map No. 2019-48 of Community Facilities District No. 1 of the Moreno Valley Community Services District City of Moreno Valley, County of Riverside, State of California," showing the extent of the proposed annexation is included as Exhibit B to this Resolution and incorporated herein by reference (the "Boundary Map"); and

WHEREAS, the Board of Directors desires to annex the Annexation Parcel to the CFD.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1
Resolution No. CSD 2019-____
Date Adopted: November 19, 2019

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Ordered. The Annexation Parcel is hereby added to and part of the CFD with full legal effect. The Annexation Parcel is subject to the Special Tax levied in connection with the CFD.
3. Description of Services. The following is a general description of the services provided in the CFD:

The maintenance and/or repair of Parks and Park Improvements including, but not limited to, the planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other ornamental plants and vegetation, the operation, maintenance, repair, and replacement of irrigation systems associated with Parks and Park Improvements, and all the effort by Park Rangers that is devoted to the maintenance of the Parks and Park Improvements and public safety. "Parks and Park Improvement" means parks and park improvements which are to be developed, constructed, installed, and maintained within and in the area of the CSD and which will be owned and operated by the CSD for the benefit of the residents of the CFD.

Such maintenance shall include, but not be limited to, the provision of all labor, material, administration, personnel, equipment and utilities necessary to maintain such Parks and Park Improvements.

It is the intention of the Board of Directors to fund all direct, administrative and incidental annual costs and expenses necessary to provide the authorized maintenance and services.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing map of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.
5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.
6. Severability. That should 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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.
7. This Resolution shall be effective immediately upon adoption.
8. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file

2
Resolution No. CSD 2019-____
Date Adopted: November 19, 2019

as a public record this Resolution.

APPROVED AND ADOPTED this 19th day of November, 2019.

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

Resolution No. CSD 2019-3
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2019-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2019-___ 4
Date Adopted: November 19, 2019

Attachment: Resolution Ordering Annexation - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL

EXHIBIT A

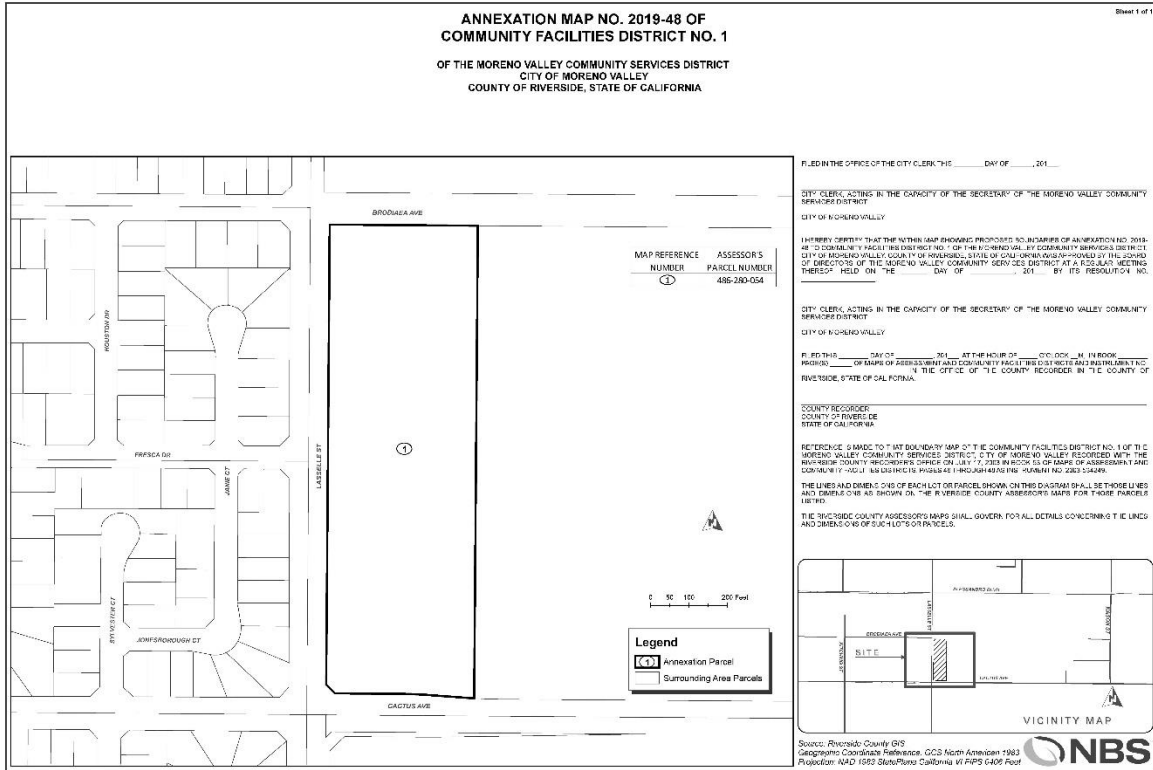
List of Annexation Parcel(s)

Annexation Map No.	Assessor's Parcel Numbers
2019-48	486-280-054

Attachment: Resolution Ordering Annexation - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL

Resolution No. CSD 2019-5
Date Adopted: November 19, 2019

EXHIBIT B Annexation Map No. 2019-48



Attachment: Resolution Ordering Annexation - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL

ANNEXATION MAP NO. 2019-48 OF COMMUNITY FACILITIES DISTRICT NO. 1

Sheet 1 of 1

OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 201__.

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2019-48 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

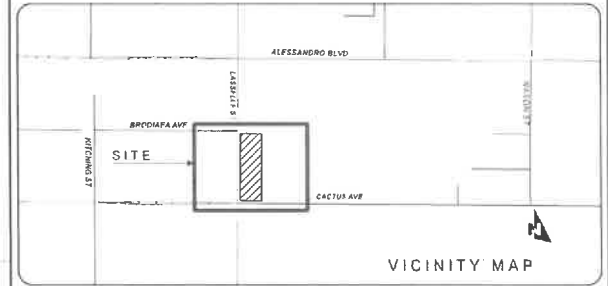
FILED THIS _____ DAY OF _____, 201__, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

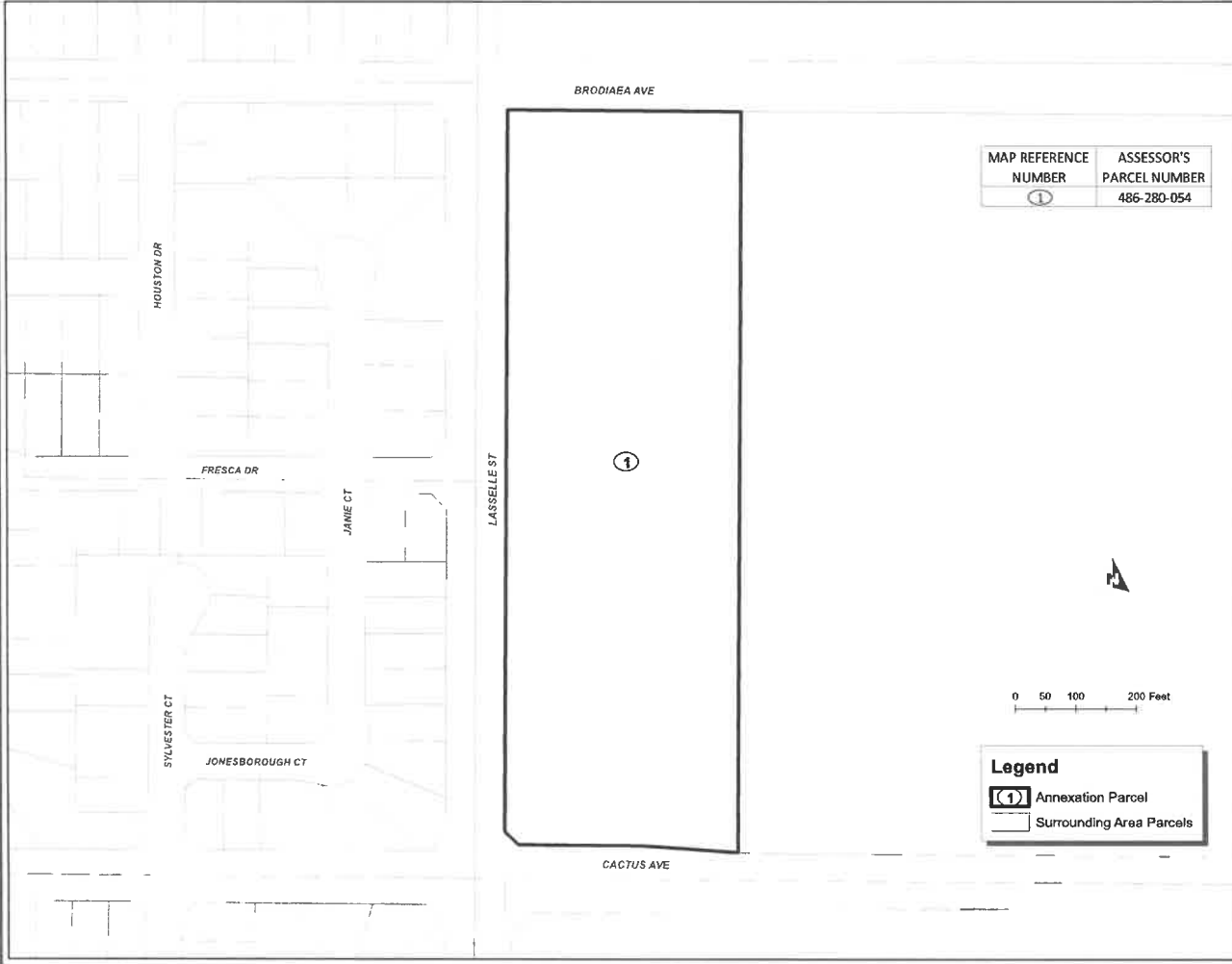
REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 48 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



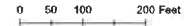
Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0405 Feet



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	486-280-054

Legend

- ① Annexation Parcel
- Surrounding Area Parcels



Attachment: Boundary Map CFD 1 - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **October 7, 2019**, I did verify the completeness of the Landowner Petition for the annexation of property into

**COMMUNITY FACILITIES DISTRICT NO. 1 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY**

ANNEXATION NO. 2019-48

WITNESS my hand this 7th day of **October**, 2019.

for Regina Flores
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2019-48 (3791 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO



Report to City Council

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: Patti Solano, Parks & Community Services Director

AGENDA DATE: November 19, 2019

TITLE: APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN GROUP TO PROVIDE ON-SITE AND/OR PROFESSIONAL SERVICES FOR THE CIVIC CENTER AND PARK PROJECT, PROJECT NO. 803 0037

RECOMMENDED ACTION

Recommendations:

1. Approve First Amendment to the Agreement for On-Site and/or Professional Services with Architerra Design Group Rancho Cucamonga, CA for a total contract amount not to exceed \$560,963.
2. Authorize the City Manager to execute the First Amendment to the Agreement for On-Site and/or Professional Services with the above-mentioned contractor.
3. Authorize the Chief Financial Officer to issue a purchase order upon execution of the First Amendment to the Agreement for On-Site and/or Professional Services to the above-mentioned contractor.
4. Authorize the City Manager to execute subsequent Amendments to the Agreement within Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of the First Amendment to the On-Site and/or Professional Services Agreement with Architerra Design Group, for additional work

related to design services for the Civic Center Amphitheater and Park project beyond the scope identified in the original Agreement. The funding for the extra services is available in the previously approved project budget.

DISCUSSION

On November 13, 2018, the City Council approved an On-Site and/or Professional Services Agreement with Architerra Design Group for professional services associated with the Civic Center Amphitheater and Park project. The term of the agreement is November 21, 2018 through November 30, 2020, to which there is no change.

As the initial design process came to completion, the City's project team requested additional design work to reflect modifications to the site plan to maximize the versatility of the open area behind the Amphitheater Seating while ensuring that the overall project will be constructed within the project budget approved by the City Council.

In order for Architerra and the various sub-contractors to execute these alterations in the final design and construction drawings, an additional fee of \$67,090 is required. Funding for the extra services is available within the Council-approved project budget and is detailed in the Fiscal Impact section of this report.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. **Staff recommends this alternative in order to continue the project design process and ensure the amphitheater and park are completed on time and within budget.**
2. Provide alternate direction to staff.

FISCAL IMPACT

There is no impact to the General Fund. Approval of the First Amendment to the Agreement will obligate the City to pay a not-to-exceed total of \$560,963 (\$493,873 for the original Agreement plus \$67,090 for the First Amendment to the Agreement) to Architerra Design Group. Funding is available in the project budget (No. 803 0037), which was approved by the City Council on August 21, 2018.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Patricia Solano
Parks & Community Services Director

Department Head Approval:
Patricia Solano
Parks & Community Services Director

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.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

- 1. Executed Architerra Agreement Amphitheater Full Design
- 2. ARCHITERRA AMENDMENT

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	11/12/19 4:04 PM
City Attorney Approval	<u> ✓ Approved </u>	11/13/19 12:53 PM
City Manager Approval	<u> ✓ Approved </u>	11/13/19 4:48 PM

City of Moreno Valley
Community Services District

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES
PROJECT 803 0037**

This Agreement is made by and between the Moreno Valley Community Services District, a district formed pursuant to California Community Services District Law, County of Riverside, State of California, with its principal place of business at 14075 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the "Agency", and Architerra Design Group, a corporation, with its principal place of business at 10221-A Trademark Street, Rancho Cucamonga, California 91730, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional architectural contracting services required by the Agency on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional architectural and planning contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the conceptual design of an amphitheater at Agency's address as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the Agency issues a Notice to Proceed, which will be in the form of a Purchase Order.

TERMS

1. CONTRACTOR INFORMATION:

Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, California
Business Phone: 909.484.2800
Fax No.: 909.484.2802
Email: rkrumwiede@architerradesigngroup.com
Contact: Richard Krumwiede
Business License Number:
Federal Tax I.D. Number:

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service and fee schedule for the services to be provided is described in Exhibit "A" ("Work") attached hereto and incorporated herein by this reference.
- B. The Agency's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.

PROJECT 803 0037ADG

- D. The term of this Agreement shall be from November 21, 2018 to November 30, 2020 unless terminated earlier as provided herein. The Agency 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.
- E. The Contractor and Agency (collectively, the "Parties") agree to liquidate damages with respect to Contractor's failure to complete the Work within the time table set forth in Exhibit A. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the Agency solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach.

In the event that Contractor fails to complete the Work within the time specified in Exhibit A, Contractor agrees to pay the Agency \$200.00 per Calendar day that completion of the Work is delayed beyond the time specified in Exhibit A. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the Agency to perform any of Agencies responsibilities under this Agreement.

The Parties acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the Agency will incur in the event of late completion of the Work. The Parties acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the Agency's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the Agency will have the right to deduct liquidated damages against any payments due to Contractor. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the Agency.

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 Agency 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 Agency, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the Agency, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the Agency.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the Agency. 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 Agency 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].

PROJECT 803 0037ADG

- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Agency.
- E. Substitution of Key Personnel. Contractor has represented to Agency that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Agency. In the event that Agency and Contractor cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the Agency, or who are determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the Agency. The key personnel for performance of this Agreement are as follows: **Richard Krumwiede.**
- F. Agency's Representative. The Agency hereby designates the Director, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Contractor shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Richard Krumwiede**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Agency, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold the Agency, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the Agency, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

PROJECT 803 0037ADG

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the Agency, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the Agency's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of Agency's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Agency for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Agency's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. 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 Agency 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:

PROJECT 803 0037ADG

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

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

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the Agency 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 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 insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. 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 Agency 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 Agency and the Contractor agree that to the extent permitted by law, until final approval by the Agency, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. 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.
- O. (a) The Agency may terminate the whole or any part of this Agreement at any time without cause by giving at least SEVEN (7) 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

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service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the Agency. The Agency 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 Agency terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

(c) If this Agreement is terminated as provided herein, Agency may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, Agency may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The Agency will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on Agency Employees. The Contractor shall not employ any Agency employee or official in the work performed pursuant to this Agreement. No officer or employee of the Agency shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. 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.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Architerra Design Group
10221-A Trademark Street
Rancho Cucamonga, California
Business Phone: 909.484.2800
Contact: Richard Krumwiede

Agency:

City of Moreno Valley
Parks and Community Services
14075 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Parks Projects Coordinator

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. Agency's Right to Employ Other Contractors. Agency reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (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 provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. AGENCY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by AGENCY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

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- 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- 5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 7. CONTRACTOR shall observe AGENCY requirements and regulations pertaining to reporting included in the General Conditions.
- 8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the AGENCY.
- 9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the AGENCY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- 10. CONTRACTOR shall provide access by the Agency, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11. CONTRACTOR shall retain all required records for three years after AGENCY makes final payments and all other pending matters relating to the Agreement are closed.
- 12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- 13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

PROJECT 803 0037ADG

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

City of Moreno Valley CSD

BY: [Signature]
Thomas M. DeSantis, Executive Director

11.21.18
Date

Architerra Design Group

BY: [Signature]

TITLE: President
(President or Vice President)

11/15/18
Date

BY: [Signature]

TITLE: Secretary
(Corporate Secretary)

11/15/18
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

11-21-18
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Parks & Community Services Director

11/19/18
Date



Attachment: Executed Architerra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH

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EXHIBIT A
ARCHITERRA DESIGN GROUP
FEE PROPOSAL

Attachment: Executed Architerra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH



FEE PROPOSAL

PROFESSIONAL DESIGN CONSULTANT DESIGN SERVICES FOR MORENO VALLEY CIVIC CENTER AMPHITHEATER AND PARK PROJECT

RFP #2019-028 - PROJECT NO. 803 0037

Meetings and Administration Phase	\$48,735.00
Phase One 35% Design	\$137,008.00
Phase Two 35%-100% Design PS&E	\$250,880.00
Phase Three Construction Administration	\$54,250.00
Professional Design NTE Fee Total:	\$490,873.00
Estimated Reimbursable Expenses:	\$3,000.00
GRAND TOTAL:	\$493,873.00

- A detailed manpower spreadsheet, indicating ADG hours and tasks, is included in this package.
- We have included the proposals of our sub-consultants for City review of specific detailed scope items and exclusions. Additionally, there may be items considered unnecessary for the project. By including all proposals, the City can review and chose to exclude certain scope items from the overall fee, if needed.
- We look forward to working with the City, and are willing to answer any questions and clarifications regarding our scope and fees.
- For reprographic prints, we will use the City's account with A&I Reprographics. Reference purchase order will be provided by the City.

As Owner and President, I am authorized to submit proposals, negotiate final scope as well as fees and terms on behalf of ADG with the City of Moreno Valley.

Sincerely,

Architerra Design Group,

Richard Krumwiede, President, CA RLA #2834

ARCHITERRADESIGNGROUP.COM
 10221-A TRADEMARK STREET RANCHO CUCAMONGA CA 91730 | PHONE (909)484-2800 FAX (909)484-2802
 CA #2834 AZ #29115 NV #440 OR#841 NM #538

Attachment: Executed Architerra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH

E. WORK PLAN AND SCHEDULE (UPDATED)

ADG has reviewed the scope of service requirements for the design of Moreno Valley's Civic Center Amphitheater and Park identified in the RFP for this project. Based on these requirements, ADG, and its team of consultants, agrees to perform the following services.

ADG will provide further design development and refinement of the approved conceptual design plan, prepare construction documents and cost estimates for the project, and provide bidding and construction administration services. Our role will also include coordination with all team sub-consultants and providing the City with bid ready plans by the projected July 3rd, 2019 goal deadline.

SVA will provide architectural design and construction documents for the stage/band shell structure, and audio/visual engineering. SVA's team will work with ADG to provide research and assessment for the project as it relates to the architectural scope. The design team will provide programming to confirm space allocations, building components, support areas and parking requirements. Included in SVA's plans, and under their supervision, MCH will provide the audio-visual design consulting and construction support. MCH's proposal is included in this package, and may be revised once a more definitive scope for their services is established.

ECORP will assist in preparing all environmental reports as indicated in the RFP. These will include preparing the IS/MND using Appendix G of the CEQA Guidelines. ECORP will write a revised description of the Proposed Project, including the location of the project area (including a project map), a brief description of the environmental setting, an identification of environmental effects using the above-referenced checklist format, a brief substantiation of the checklist entries, and a list of references and preparers.

ECORP will provide mitigation measures (if required) that can be developed using existing data. ECORP will prepare the following notices as required by CEQA: Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration, Notice of Completion (NOC) (State Clearinghouse Cover), and Notice of Determination (NOD). ECORP will prepare technical studies including: Air Quality/Greenhouse Gas Assessment, Biological Resources Survey and Report, Focused Burrowing Owl Survey, Cultural Resources Survey and Report, and Noise Analysis.

ANDREASEN Engineering will provide Research of Record information, Surveying and Topographic Mapping, information of existing Utility Research, Right-of-Way and Easement data, the plans listed in Phase Two Item D, and assist ADG and City staff with Preliminary Design.

JCA will provide Electrical Construction documents reflecting new site metered main service, security walkway lighting, courtyard area lighting, parking lot lighting, Amphitheater power sub-panel, general power, irrigation controller power connection and power connection to the restroom building at new park.

JRMA will provide structural engineering services for the stage/band shell structure, AV tower, entry monument design, the trash enclosure, the seatwall detail, and the retaining wall detail.

GEOTEK will perform a reconnaissance exploratory boring of the project site for geotechnical and infiltration investigation, and in order to characterize the subsurface soil conditions.

For the Phase I Environmental Site Assessment GeoTek will conduct the proposed ESA in general accordance with the American Society of Testing and Materials (ASTM) Standard E 1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM E 1527-13), which is approved to meet the requirements of the federal All Appropriate Inquiries (AAI) standards (40 CFR 312). The proposed project will be supervised by a qualified environmental professional as defined by AAI.

CBELOW to provide Potholing for two locations. The pot holes would be for the high-pressure gas line on the south side of the project and for utilities that may go underneath the amphitheater footings. Their fee does not include hot patching, slurry backfill, engineered traffic control plans, traffic control, flagging for traffic control or permitting.

All plans will be prepared in AUTOCAD, and deliverables will be provided to the City in accordance with those outlined in the RFP.

MEETINGS AND ADMINISTRATION PHASE

- A. **Architerra** Design Group services to include:
1. Conduct a Team project kick-off meeting with City staff and consultant team to discuss design direction, roles, budget and timing.
 2. Site visit/field job walk and information gathering.
 3. Monthly review meetings with City Staff. (seven anticipated)
 4. Schedule meetings, prepare agendas and summary notes for distribution to City and project team. Meeting minutes will include the list of attendees with phone numbers and email addresses, synopsis of discussion items and any action and follow up items.
 5. Meeting with City Council, as needed. (two anticipated)
 6. Telephone Consultation, Consultant Coordination, and Project Administration throughout all phases of the project.
- B. **ECORP** services to include:
1. Attendance at the initial Kick-off meeting.
 2. Two environmental/agency coordination meetings.
 3. Attend monthly meetings with City staff, as needed. (seven anticipated)
- C. **SVA** services to include:
1. Attendance at the initial Kick-off meeting.
 2. Participate in design meetings with City staff. (seven anticipated)
- D. **Andreasen** services to include:
1. Attendance at the initial Kick-off meeting.

2. One progress review meetings, as requested.

PHASE ONE 35% DESIGN

- A. **Architerra** Design Group services to include:
1. Prepare Memorandum of Project Issues.
 2. Prepare Preliminary Title Sheet preparation with standard City title block, map, index, and notes.
 3. Base Sheet Preparation at 20-scale on 24"x36" sheet format, two sheets total, and one enlargement at 10-scale.
 4. Prepare preliminary demolition/clearing plan.
 5. Prepare a preliminary grading study plan showing all required walls, steps, ramps and surface grades and slopes. (Redline grading for AEI)
 6. Prepare preliminary site construction plan.
 7. Prepare preliminary construction enlargement plan.
 8. Prepare preliminary construction details and sections.
 9. Provide site amenity manufacturer cut sheet selections, and images, for site features such prefabricated restroom, benches, liter receptacles, light fixtures, walls, monument signs, etc.
 10. Prepare preliminary coordination for prefabricated restroom plan and elevations.
 11. Prepare a preliminary irrigation plan identifying proposed equipment, P.O.C. location, mainline runs and associated landscape zones and estimated flow rates.
 12. Prepare a preliminary plant palette.
 13. Prepare a preliminary planting plan with tree, shrub and ground cover layout with species and sizes.
 14. Prepare preliminary irrigation MAWA and ETWU Calculations.
 15. Prepare outline specifications.
 16. Utility Research.
 17. Prepare a preliminary estimate of probable construction costs.
- B. **ECORP** services to include preparation of:
1. Air Quality/Greenhouse Gas Assessment.
 2. Biological Resources Survey and Report.
 3. Focused Burrowing Owl Survey.
 4. Cultural Resources Survey and Report.
 5. Noise Analysis.
- C. **SVA** services to include:

1. Prepare schematic site and floor plans, building/structure elevations and sections and preliminary design. Schematic site studies shall indicate functional site requirements, vehicle and pedestrian circulation systems indicating code-complied path of travel, etc. The schematic design documents shall be evaluated for the purpose of comparing major advantages and disadvantages, as well as cost considerations.
 2. Prepare a preliminary building code analysis.
 3. Audio visual design prepared by MCH.
- D. **Andreasen** services to include:
1. Research of Record Boundary and Street Information: AEI will collect survey ties, benchmarks, street plans, tract and parcel maps, record of surveys and corner records to perform the surveying and topographic mapping.
 2. Boundary Surveying and Topographical Mapping: AEI will perform survey control for Aerial Targets and Topographic Mapping. Locate survey monuments and monument wells and note where missing.
 3. Existing Utilities Research: AEI will collect existing utilities from City within Project limits, to identify, locate, and accurately layout all underground utilities. If City cannot supply all utilities, AEI will notify all affected Utility Companies on City letterhead and request said utilities. AEI will measure and document the height of the existing overhead utility lines for street light clearance.
 4. Right-of-Way/Easements: AEI will review City provided Title Report for right-of-way and easement research purposes and add all data to Survey/Topographic Mapping.
 5. Preliminary Design: AEI will assist ADG with any ADA pedestrian access ramps that might be required, and additional features as needed.
- E. **GeoTek** Geotechnical and Infiltration Evaluation services to include:
1. Excavation of 10 exploratory hollow-stem auger borings. One boring will be excavated to a depth of approximately 50 feet and four borings will be excavated to a depth of 20 feet to 30 feet. Five borings will be drilled in the proposed parking areas to a depth of approximately five feet. For the infiltration testing portion of the investigation, three borings will be excavated to a depth of five feet.
 2. Perform laboratory testing on samples collected from the subsurface explorations. The laboratory testing will likely include in-situ moisture densities, maximum density/optimum moisture content, direct shear tests, Atterberg Limits, expansion index, consolidation and corrosion testing. Three soil samples will also be tested for the required soil amendments for planting purposes.
 3. Prepare a report presenting the results of the geotechnical and infiltration evaluation for the project.

F. **GeoTek** Phase 1 ESA services to include:

1. Records Review. The purpose of this task is to obtain and review records that will help identify recognized environmental conditions in connection with the subject property. This information will be acquired from a data service provider and publicly available sources that can provide information within a reasonable time period. The minimum search distances specified in ASTM E 1527-13 for the various published databases will be used. The agencies that will provide data for review include, but are not limited to, the U.S. Environmental Protection Agency (USEPA), the Building and Safety Department and the Fire Department. Interviews with appropriate regulatory agency personnel are included in this task.
2. Environmental Setting Review. This task will research published data on the geology, hydrology, and hydrogeology of the Site vicinity. This information is useful in evaluating the potential migration of contaminants onto or off of the Site. The agencies that will provide data for review include, but are not limited to, the Federal Emergency Management Agency (FEMA), the United States Geological Survey (USGS) and the Natural Resources Conservation Service (NRCS).
3. Historical Records Review. This task will utilize historical aerial photographs, topographic maps, city directories, interviews, buildings department records, fire insurance maps, and any other readily available historic documents for the Site and vicinity. This study does not include obtaining a Chain-of-Title report. If a Chain-of-Title report is provided to GeoTek, we will incorporate it into our report. GeoTek can obtain and include Chain-of-Title information for an additional fee. Please be aware that certain information required by ASTM E-1597-13 can best be reasonably obtained from reviewing Chain-of-Title documents.
4. Site Reconnaissance. GeoTek will perform a Site reconnaissance for visual indications on the ground surface of hazardous materials and waste handling. This includes observations of drum storage and chemical use areas, noxious odors, discolored ground surfaces, wells, underground storage tanks, sumps, electrical transformers, areas of solid waste disposal, and potential contamination from immediately adjacent properties. Land use of adjoining properties will also be evaluated. Interviews with the current owners of the Site, adjacent property owners, and client representatives are included in this task.
5. Report Preparation. A report presenting our findings, conclusions, and recommendations, including applicable photographs, drawings, and supporting documentation will be prepared and submitted. Two (2) copies are included in this scope of services. Additional copies will be charged at the current rate detailed on the attached Work Authorization and Agreement and Schedule of Fees.

G. **JCA** services to include:

1. Design all new power system including main switchboard to meet minimum owner's standards electrical requirements.

H. **CBELOW** services will include:

1. Provide potholing services for two locations, and report.

PHASE TWO: 35%-100% Design PS&E:

A. **Architerra** services will include:

1. Update base plans from feedback on 35% submittal.
2. Title sheet preparation.
3. Prepare overall site demolition and clearing plans.
4. Prepare overall site construction plans for site elements indicating horizontal control dimensions, paving materials and finishes, steps, ramps, site furniture and lighting standard locations. (two sheets at 20-scale)
5. Prepare construction enlargement plan and sections, as needed amphitheater area.
6. Prepare construction details for site plan features such as walls, steps, ramps, paving, entry monuments, seat-walls, etc., as required for City review.
7. Coordinate Concept Grading Plan for site grading and drainage with AEI. The Final Precise Grading Plan will be prepared by AEI.
8. Prepare a 20-scale irrigation plan for site in compliance with California Water Efficient Landscape Ordinance 1881 and City of Moreno Valley.
9. Prepare Irrigation Details.
10. Prepare Water Efficiency Landscape Worksheet.
11. Prepare Irrigation Controller Charts.
12. Prepare a 20-scale planting plan for site in compliance with California Water Efficient Landscape Ordinance 1881 and City of Moreno Valley.
13. Prepare Planting Details.
14. Prepare a Planting/Irrigation Hydro-zone Plan.
15. Provide Construction Specifications (Word format) in compliance with City specifications, UBC and standard specifications for public works construction.
16. Provide Soils Test and Soils Management Report. (1)
17. Prepare an Annual Irrigation and Planting Maintenance Schedule.
18. Provide in-house quality control plan checking.
19. Submittal package coordination.
20. Submit completed plans to the City for agency processing and plan check review at 65%, 90% and 100% levels of completion.

21. Provide City Plan Check Corrections.
 22. Prepare a Final Statement of Probable Construction Costs and Bid Form based upon final plans in City standard format.
- B. **ECORP** services to include:
1. Prepare Administrative and Draft IS/MND.
 2. Prepare Public and Agency Notices, as required by CEQA.
 3. Prepare Final IS/MND and MMRP.
- C. **SVA** services to include:
1. Design development drawings, outline specifications, and preliminary engineering calculations and analysis shall be performed.
 2. Construction materials, methodologies, major products and materials, and required equipment shall be determined.
 3. Design development concepts shall be prepared and defined based upon function, security, permanency, quality, and cost.
 4. An outline set of specifications and a preliminary draft of the project manual shall be created.
 5. Design development documents shall be revised and refined based on committee's review.
 6. MCH will prepare audio-visual design drawings and specifications at 65%, 95% and 100%.
 7. MCH will prepare construction documents and cost estimates for the A/V system.
 8. SVA shall prepare all final construction documents, drawings, and supporting calculations.
 9. All engineering systems design shall be finalized and completed.
 10. A final color and material presentation board shall be prepared and submitted for review and approval. The design team shall prepare and coordinate the construction contract contents.
 11. Construction documents shall be submitted to the local jurisdictions for plan check and permit approval.
 12. SVA shall make all necessary revisions and corrections consistent with all agency reviews and shall obtain final approvals from all governing authorities in order to secure final plan check approval.
- D. **Andreasen** services to include:
1. Civil Plan Preparation:
 2. Water Quality Management Plan (WQMP)/LID Plan
 3. SWPPP

4. Horizontal Control Plan
 5. Grading elevations and design contours
 6. Sections and details
 7. Hydrology and Hydraulic Reports
 8. Storm Drain Improvement Plan – Onsite only
 9. Onsite Composite Wet Utility Plan (sewer, water, storm drain)
 10. Onsite Fire Protection System
 11. Paving Plan
 12. Parking Lot Signing and Striping Plan
 13. Erosion Control Plan for Construction Activities
 14. Engineering Quantities
 15. Plan Review and Additions.
 16. Red-line specifications for editing by ADG
- E. **JCA** services to include:
1. Process all required paperwork with local power utility company service requirements for new point of connection and other requirements.
 2. Design required site power feed for pre-fabricated restroom building.
 3. Design of power distribution from new service to each new light fixture, including electrical controls, and all equipment.
 4. Design of parking lot lighting to meet all building codes presently adopted by the authority having jurisdiction.
 5. Design of security walkway lighting to meet all building codes presently adopted by the authority having jurisdiction.
 6. Design of security courtyard lighting to meet all building codes presently adopted by the authority having jurisdiction.
 7. Provide two structural pole base calculations for parking lot and walkway/courtyard area pole.
 8. Provide photometric illumination plan for walkways, playground and pool area, as required.
 9. Provide power connection to new irrigation controller.
 10. Design power sub-panel and power distribution from new sub-panel to Amphitheater receptacles
 11. Coordinate with Amphitheater audio/visual designer to provide power connection to equipment and raceways for low voltage systems.
 12. Provide exterior Title 24 calculations for parking lot, walkway and courtyard area, as required.

13. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
- F. **JRMA** services will include providing structural calculations for the following:
1. Entry monument and foundation
 2. Trash enclosure and foundation
 3. Site retaining walls
 4. Concrete seating set into slope
 5. Concrete access stairs on grade
 6. Theater stage and backdrop framing and foundations
 7. Audio/Visual control booth framing and foundation

PHASE THREE CONSTRUCTION ADMINISTRATION PHASE:

- A. **Architerra** services will include:
1. Bid Form Preparation.
 2. Attendance at pre-bid meeting.
 3. Review submitted bids from contractors.
 4. Answer contractor's requests for information (RFI's).
 5. Review project submittals.
 6. Construction observation site visits. (ten visits total)
 7. Preparation of site review reports for submittal to Client for review, and contractor for correction. (ten reports total)
 8. At project completion, prepare construction As-built Plans based on information provided by the installing contractor.
- B. **SVA** services to include:
1. SVA shall perform construction observation and administration services.
 2. SVA shall provide construction observation on a scheduled basis to observe the progress of construction, quality of work, and to determine if general compliance with drawings and specifications is being achieved.
 3. SVA shall advise the City of any deficiencies observed in the work during construction, and shall work closely with the project coordinator.
 4. SVA shall conduct and participate in job site construction meetings at regular intervals. Both an administrative and physical review of the status of the project shall be conducted.
 5. SVA shall review and prepare meeting minutes, make recommendations, prepare and process field revisions and clarifications, construction changes authorizations, and any necessary change orders.

6. SVA shall review shop drawings, testing and inspection reports, and product/material samples submitted by the contractor.
 7. MCH will provide construction administration in support of the A/V system.
- C. **Andreasen** services to include:
1. Attendance at pre-construction meeting, and answer contractor RFI's and design changes.
- D. **JCA** services to include:
1. Respond to requests for information and prepare any addenda as necessary.
 2. Review all shop drawings relating to the electrical work for compliance with the construction documents.
 3. Provide final site visit review and final electrical punch off list, as requested
- E. **JRMA** services to include:
1. Respond to requests for information and prepare any addenda as necessary.
 2. Participation at up to two construction observation visits.

PROJECT 803 0037ADG

ARCHITERRA DESIGN GROUP, INC.

HOUR & COST PROJECTIONS

JOB NAME: MORENO VALLEY CIVIC CENTER AMPHITHEATER AND PARK PROJECT NO. 803-0037

CLIENT: CITY OF MORENO VALLEY

CONTACT: TONY HETHERMAN, PARKS PROJECT COORDINATOR

DATE: 09/26/2018, REVISED 10/08/18

PREPARED BY: JRC

**ARCHITERRA
CONSULTANTS**

MEETINGS AND ADMINISTRATION	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	TOTAL HRS.	COST PER TASK
PROJECT KICK-OFF MEETING (1)		4	4			8	\$1,000.00
SITE VISIT & INFO GATHERING			6			6	\$660.00
STATUS AND DESIGN REVIEW MEETINGS (7 PM/2 DIR.)		8	28			36	\$4,200.00
PREPARE MEETING NOTES/SUMMARY			10		3	13	\$1,355.00
AGENCY/COUNCIL MEETINGS (2)			6			6	\$660.00
TELEPHONE CONSULTATION (4 HOURS PER MONTH)			28			28	\$3,080.00
PROJECT ADMINISTRATION (3 HOURS PER MONTH)			21			21	\$2,310.00
CONSULTANT TEAM COORDINATION (6 HRS. MONTH)			42			42	\$4,620.00
ECORP MEETINGS (ENVIRONMENTAL)						ALLOW	\$3,050.00
SVA MEETINGS (ARCHITECT)						ALLOW	\$15,000.00
MCH MEETINGS (AUDIO/VISUAL)						ALLOW	\$11,800.00
ANDREASEN MEETINGS (CIVIL ENGINEER)						ALLOW	\$1,000.00
TOTALS:	0	12	145	0	3	160	\$48,735.00

Architerra Design Group, Inc.

10221-A Trademark St.
Rancho Cucamonga, CA 91730
ph. 909-484-2800 Fax 909-484-2800

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Attachment: Executed Architerra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH

PHASE ONE - 35% DESIGN	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	TOTAL HRS.	COST PER TASK
MEMORANDUM OF PROJECT ISSUES			4			4	\$440.00
PRELIMINARY TITLE SHEET			2		4	6	\$560.00
CAD BASE SHEET PREPARATION 2 @ 20-SC, 1 @ 10 SC		4	3		9	16	\$1,655.00
PRELIMINARY DEMO/CLEARING		2	2		6	10	\$1,010.00
PRELIMINARY GRADING STUDY (REDLINE GRADING FOR CIVIL)		12	2		6	20	\$2,410.00
PRELIMINARY SITE CONSTRUCTION PLANS 2 AT 20-SCALE		2	3		15	20	\$1,885.00
PRELIMINARY ENLARGEMENT PLAN		2	4		10	16	\$1,570.00
PRELIMINARY CONSTRUCTION DETAILS & SECTIONS		2	4		20	26	\$2,420.00
AMENITIES CUT SHEETS		1	2		8	11	\$1,040.00
PRELIMINARY PREFAB RESTROOM PLAN COORDINATION			2		4	6	\$560.00
PRELIMINARY IRRIGATION PLANS AT 20 SCALE		2	2		12	16	\$1,520.00
PRELIMINARY PLANT PALETTE		2	2	8		12	\$1,220.00
PRELIMINARY PLANTING PLANS AT 20 SCALE		2	2		16	20	\$1,860.00
PRELIMINARY MAWA AND ETWU CALCULATIONS			1		3	4	\$365.00
OUTLINE SPECIFICATIONS			3		2	5	\$500.00
UTILITY RESEARCH					2	2	\$170.00
PRELIMINARY COST ESTIMATE		1	2		5	8	\$785.00
ECORP - TECHNICAL STUDIES (ENVIRONMENTAL)						ALLOW	\$24,700.00
SVA (ARCHITECT)						ALLOW	\$35,000.00
MCH (AUDIO/VISUAL)						ALLOW	\$10,200.00
ANDREASEN (CIVIL ENGINEER)						ALLOW	\$21,700.00
GEOTEK INFILTRATION EVALUATION (GEOTECHNICAL)						ALLOW	\$14,283.00
GEOTEK PHASE ONE ESA (GEOTECHNICAL)						ALLOW	\$2,400.00
JCA (ELECTRICAL ENGINEER)						ALLOW	\$6,200.00
CBELOW POTHOLING						ALLOW	\$2,555.00
TOTALS:	0	32	40	8	122	202	\$137,008.00

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PHASE 2 - 35%-100% DESIGN PS&E	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	TOTAL HRS.	COST PER TASK
UPDATE BASE PLANS			2		6	8	\$730.00
TITLE SHEET PREPARATION					3	3	\$255.00
OVERALL DEMO/CLEARING PLAN			4		16	20	\$1,800.00
PREPARE 20-SCALE CONSTRUCTION LAYOUT (2)			4		30	34	\$2,990.00
CONSTRUCTION ENLARGEMENT PLAN		2	6		24	32	\$2,980.00
CONSTRUCTION DETAILS		6	6		40	52	\$4,900.00
GRADING COORDINATION		6	6			12	\$1,500.00
IRRIGATION PLAN @ 20-SCALE (2)		2	2		32	36	\$3,220.00
IRRIGATION DETAILS			1		2	3	\$280.00
WATER EFFICIENCY WORKSHEET					2	2	\$170.00
IRRIGATION CONTROLLER CHARTS					4	4	\$340.00
PLANTING PLAN @ 20-SCALE (2)		2	4		28	34	\$3,100.00
PLANTING DETAILS					2	2	\$170.00
HYDRO ZONE PLAN					2	2	\$170.00
CONSTRUCTION SPECIFICATIONS		1	8		3	12	\$1,275.00
SOILS COLLECTION AND MANAGEMENT REPORT			7			7	\$770.00
ANNUAL IRRIGATION & PLANTING MAINTENANCE					2	2	\$170.00
IN HOUSE PLAN CHECKING		12	4			16	\$2,120.00
PACKAGE COORDINATION (35%, 65%, 95%)			6		6	12	\$1,170.00
AGENCY PROCESSING SUBMITTAL (35%, 65%, 95%)			4		10	14	\$1,290.00
PLAN CHECK CORRECTIONS (IN-HOUSE/AGENCY)			4		20	24	\$2,140.00
PREPARE FINAL COST ESTIMATE		1	4		8	13	\$1,260.00
ECORP - IS/MND (ENVIRONMENTAL)						ALLOW	\$26,600.00
SVA (ARCHITECT)						ALLOW	\$60,000.00
MCH (AUDIO/VISUAL)						ALLOW	\$13,600.00
ANDREASEN (CIVIL ENGINEER)						ALLOW	\$80,500.00
JCA (ELECTRICAL ENGINEER)						ALLOW	\$11,700.00
JRMA (STRUCTURAL ENGINEER)						ALLOW	\$25,680.00
TOTALS:	0	32	72	0	240	344	\$250,880.00

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PHASE 3 - CONSTRUCTION ADMINISTRATION	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	TOTAL HRS.	COST PER TASK
ATTENDANCE AT PRE BID MEETING			4			4	\$440.00
REVIEW SUBMITTED BIDS			5			5	\$550.00
ANSWER RFTS			10			10	\$1,100.00
REVIEW SUBMITTALS			16			16	\$1,760.00
CONSTRUCTION SITE VISITS (10)			40			40	\$4,400.00
SITE REPORTS (10)			10			10	\$1,100.00
AS-BUILTS PLANS			2		8	10	\$900.00
SVA (ARCHITECT)						ALLOW	\$20,000.00
MCH (AUDIO/VISUAL)						ALLOW	\$11,200.00
ANDREASEN (CIVIL ENGINEER)						ALLOW	\$2,800.00
JCA (ELECTRICAL ENGINEER)						ALLOW	\$1,500.00
JRMA (STRUCTURAL ENGINEER)						ALLOW	\$8,500.00
TOTALS:	0	0	87	0	8	95	\$54,250.00
	\$165.00	\$140.00	\$110.00	\$90.00	\$85.00		
PROFESSIONAL DESIGN TOTAL:							\$490,873.00

ESTIMATED REIMBURSABLE EXPENSES:	\$3,000.00
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GRAND TOTAL WITH ESTIMATED REIMBURSABLE EXPENSES:	\$493,873.00
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ARCHITERRA (LANDSCAPE ARCHITECT)	\$80,905.00
SVA (ARCHITECT)	\$130,000.00
MCH (AUDIO VISUAL)	\$46,800.00
ANDREASEN (CIVIL ENGINEER)	\$106,000.00
ECORP (ENVIRONMENTAL)	\$54,350.00
GEOTEK (GEOTECHNICAL)	\$16,683.00
JCA (ELECTRICAL ENGINEER)	\$19,400.00
JRMA (STRUCTURAL ENGINEER)	\$34,180.00
CBELOW (SUBSURFACE IMAGING)	\$2,555.00
	\$490,873.00

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EXHIBIT B**SERVICES TO BE PROVIDED
TO CONTRACTOR**

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the Agency, 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 Agency.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely Agency staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 493,873.00.
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 Agency. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the Agency on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the Agency pay for more services than have been satisfactorily completed and the Agency's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

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

Copies of invoices may be submitted to the Parks and Community Services Department at

tonyh@moval.org or calls directed to (951) 413-3163.

4. The Contractor agrees that Agency 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 Agency. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. Agency-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.

PROJECT 803 0037ADG

6. The Agency shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Agency.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



ARCHINC-01

B.3.a

FERTE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2018

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

PRODUCER License # OC88587 CDS Insurance Services 2001 E. Financial Way, Suite 200 Glendora, CA 91741	CONTACT Julie Vierra NAME:		
	PHONE (A/C, No, Ext): (626) 610-9529	FAX (A/C, No):	
E-MAIL ADDRESS: juliev@cdsinsurance.com			
INSURED Architerra, Inc. DBA Architerra Design Group 10221-A Trademark Street Rancho Cucamonga, CA 91730	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Casualty Co A (XV) CA		20443
	INSURER B: Oak River Ins. Co. (BHC) Aff (XV) CA		34630
	INSURER C: New Hampshire Ins Co A (XV) CA		23841
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2098053139	09/25/2018	09/25/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		2098053139	09/25/2018	09/25/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5084665671	09/25/2018	09/25/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		X	ARWC924677	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<input type="checkbox"/> Professional Liabili			164992000-02	07/15/2018	07/15/2019	Per Occ / Agg	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All endorsements apply as per written contract.

RE: PROJECT 803 0037 - 10221-A Trademark Street, Rancho Cucamonga, California 91730, 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 named as additional insured as respects General Liability if required by written contract per attached endorsement SB-146968B 0616 and Auto Liability if required by written contract per attached endorsement SB-146932-F 0616. Primary/Non-Contributory Clause applies as respects General Liability if required by written contract per attached endorsement CNA80103XX 0914. Waiver of Subrogation applies as respects Workers' Compensation if required by written contract per attached endorsement WC 99 04 10B.

CERTIFICATE HOLDER

CANCELLATION

City of Moreno Valley
 Parks and Community Services
 14075 Frederick St.
 P.O. Box 88005
 Moreno Valley, CA 92552

Approved

D-C-Z
 By

AUTHORIZED REPRESENTATIVE

Date

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AWG
 Date



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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Attachment: Executed Architerra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH



4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
- C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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1.	<u>Primary – Noncontributory provision</u>
2.	<u>Definition of "written contract."</u>
II.	<u>Liability Extension Coverages</u>
A.	<u>Bodily Injury – Expanded Definition</u>
B.	<u>Broad Knowledge of Occurrence</u>
C.	<u>Estates, Legal Representatives and Spouses</u>
D.	<u>Legal Liability – Damage to Premises</u>
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G.	<u>Waiver of Subrogation - Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract.":
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or





(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of





- such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 3. Property loaned to you;
 4. Personal property in the care, custody or control of the insured;
 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or



- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
- (15) Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
- (16) Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
- (17) Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

1002000920080531390110



Policy #2098053139



CNA80103XX
(09-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2018

Policy No. ARWC924677

Endorsement No.

Insured Architerra, Inc.

Premium \$

Insurance Company Oak River Insurance Company

Countersigned by _____

SEE F1

CITY COUNCIL SUMMARY OF ACTIONS NOVEMBER 13, 2018

JOINT CONSENT CALENDARS (SECTIONS A-D) **Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

A. CONSENT CALENDAR **Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

- A.1. City Council - Regular Meeting - Oct 16, 2018 6:00 PM **Approved**
- A.2. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2018/2019 AS OF JULY 1, 2018 THROUGH SEPTEMBER 30, 2018 **Approved**
- A.3. LIST OF PERSONNEL CHANGES **Approved**
- A.4. PAYMENT REGISTER - SEPTEMBER 2018 **Approved**
- A.5. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2018 **Approved**
- A.6. RESERVATION OF FUTURE EASEMENT FOR ELECTRIC UTILITY PURPOSES ACROSS PARCEL 1 OF PM 12368 **Approved**
- A.7. APPROVE THE USE OF EMERGENCY SERVICES AGENCY FINE FUNDS TO PURCHASE SIX ZOLL AUTOPULSE RESUSCITATION AUTOMATED CPR SYSTEMS **Approved**
- A.8. APPROVAL TO USE ASSET FORFEITURE FUNDS TO PURCHASE LICENSE PLATE RECOGNITION SYSTEM AND PORTABLE SURVEILLANCE SECURITY CAMERAS **Approved**
- A.9. ITEM NO. A.9. WAS REMOVED FOR SEPARATE VOTE AND MOVED TO ITEM NO. F.1. BY COUNCIL MEMBER GIBA

Attachment: Executed Architetra Agreement Amphitheater Full Design (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH

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

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises
 Cabrera, Jeffrey J. Giba

B.1. MINUTES - REGULAR MEETING OF OCT 16, 2018 (See A.2) **Approved**

C. CONSENT CALENDAR - HOUSING AUTHORITY **Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises
 Cabrera, Jeffrey J. Giba

C.1. MINUTES - REGULAR MEETING OF OCT 16, 2018 (See A.2) **Approved**

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

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ulises Cabrera, Council Member
SECONDER: Victoria Baca, Mayor Pro Tem
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises
 Cabrera, Jeffrey J. Giba

D.1. MINUTES - REGULAR MEETING OF OCT 16, 2018 (See A.2) **Approved**

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

- F.1. APPROVE THE AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH ARCHITERRA DESIGN GROUP FOR DESIGN AND CONSTRUCTION SUPPORT FOR THE CIVIC CENTER AMPHITHEATER AND PARK PROJECT, PROJECT NO. 803 0037 **Approved (AGMT. NO. 2018-496)**

RESULT: APPROVED [3 TO 1]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: Ulises Cabrera, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS: Jeffrey J. Giba
ABSTAIN: David Marquez

G. GENERAL BUSINESS

- G.1. FISCAL YEAR 2018/19 FIRST QUARTER BUDGET REVIEW AND APPROVAL OF THE FISCAL YEAR 2018/19 FIRST QUARTER BUDGET AMENDMENTS **Approved (RESO. NOS. 2018-82 AND CSD 2018-24)**

Motion Staff's Recommendations #1 through #7 **Approved**

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Ulises Cabrera, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

Motion Staff's CSD Recommendation #1 **Approved**

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Jeffrey J. Giba

H. REPORTS

H.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Authority (RCHCA) - None

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 - None

H.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

H.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

Upcoming City Council Meetings are: December 4, 2018, December 11, 2018

**FIRST AMENDMENT TO AGREEMENT
FOR ARCHITERRA DESIGN GROUP
PROJECT NO. 803 0037**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and ARCHITERRA DESIGN GROUP, hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES," hereinafter referred to as "Agreement," dated NOVEMBER 21, 2018.

Whereas, the Consultant is providing ON-SITE AND/OR PROFESSIONAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF CIVIC CENTER AMPHITHEATER AND PARK.

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

Whereas, the Consultant has submitted a Proposal dated OCTOBER 16, 2019 for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A – First Agreement" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of NOVEMBER 30, 2020 is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

FIRST AMENDMENT TO AGREEMENT FOR ARCHITERRA DESIGN GROUP
PROJECT NO. 803 0037

1.2 Exhibit "A" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "EXTRA SERVICE AGREEMENT."

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$67,090, as set forth in the above-referenced EXTRA SERVICE AGREEMENT, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment."

1.4 The total "Not-to-Exceed" fee for this contract is \$560,963 (\$493,873.00 for the original Agreement plus \$67,090.00 for the First Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

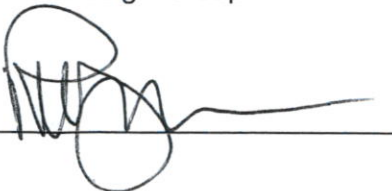
FIRST AMENDMENT TO AGREEMENT FOR ARCHITERRA DESIGN GROUP
PROJECT NO. 803 0037

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

City of Moreno Valley

Architerra Design Group

By: _____

By:  _____

Thomas M. DeSantis
City Manager

Title: President

(President or Vice President)

Date: _____


Date: 11/7/19

INTERNAL USE ONLY

APPROVED AS TO FORM:

 _____
City Attorney

11-12-19
Date

By:  _____

Title: Secretary

(Corporate Secretary)

Date: 11/7/19

RECOMMENDED FOR APPROVAL:

 _____
Department Head

11-12-19
Date

Attachments: Exhibit A – First Amendment

Attachment: ARCHITERRA AMENDMENT (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN



**ARCHITERRA
DESIGN GROUP**
(LANDSCAPE ARCHITECTURE AND PLANNING)

October 16, 2019

Ms. Patti Solano
Parks and Community Services Director
City of Moreno Valley
14075 Frederick Street
Moreno Valley, CA 92552-0805

**RE: AMPHITHEATER CONSTRUCTION DRAWING REVISIONS EXTRA SERVICE AGREEMENT,
MORENO VALLEY CIVIC CENTER PARK AND AMPHITHEATER, 1864**

Dear Ms. Solano,

This letter will confirm your authorization for Architerra Design Group to provide additional services the Moreno Valley Civic Center Park and Amphitheater, beyond our contract's original scope of services for the above referenced project.

Per your request, this Extra Service is intended to cover time to revise the existing Construction Drawings provided at the 100% submittal, to reflect the changes made through the recently approved redesign.

The changes will involve the scope of civil engineering, landscape, architecture, structural engineering electrical engineering and audio visual. This covers the design of the amphitheater with the reduced parking lot as well as for the added alternate of the full parking lot.

Due to the extensive change, we think it would be prudent to go through a 90% submittal and 100% submittal so that we make sure we aren't missing anything in the adjustments. We anticipate that the 90% change can be completed in approximately three weeks. As in previous submittals we would anticipate one to two weeks for City review, and three weeks for the consultants to complete the 100% package. Architerra will then submit the final package to the City.

The fee for these services will be billed as follows:

• Civil Engineering (Andreasen Engineering, Inc.)	\$14,805.00
• Landscape (Architerra Design Group)	\$23,590.00
• Architecture (SVA Architects)	\$11,215.00
• Electrical Engineering (JCA Engineering, Inc.)	\$6,440.00
• Structural Engineering (JRMA)	\$3,450.00
• Audio Visual (McKay Conant Hoover, Inc.)	\$7,590.00
FIXED FEE:	\$67,090.00

ARCHITERRADESIGNGROUP.COM
©2014 TRADEMARK STREET RANCHO CUCAMONGA CA 91730 | PHONE 909.746.7500 | FAX 909.746.2907
CA #2814 SC #7915 NV #446 CE#541 NV #538

Attachment: ARCHITERRA AMENDMENT (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN

"EXHIBIT A"

Appended to and part of original Agreement for Professional Services between Architerra Design Group (ADG), and City Moreno Valley dated November 15, 2018.

Fees for Professional Services

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

Reimbursable Expenses

The following costs shall be reimbursed at cost plus 15% and are not included in the Fee for Professional Services:

- A. Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.
- B. All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Photographic services, film and processing.
- E. Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- F. Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).
- G. Fees for additional special consultants retained with the approval of Client.

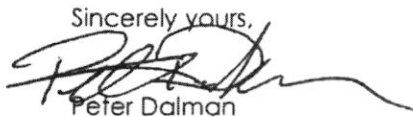
Additional Services

The Consultant may incur expenses and costs, which are not included in the Basic Fee for Service. If authorized by the client through written job change order confirmation, the Consultant will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	\$165.00/Hour
Director of Design	\$140.00/Hour
Project Manager	\$ 110.00/Hour
Landscape Designer	\$ 85.00/Hour
Clerical	\$ 55.00/Hour

Attachment: ARCHITERRA AMENDMENT (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN

We request your written approval of this authorization for Extra Design Services by signing and returning one copy of this letter for our files. If this is not your understanding, or if you have questions regarding the above, please contact me immediately.

Sincerely yours,

Peter Dalman
Project Manager

Approved: City of Moreno Valley
By: _____
Title: _____
Date: _____

Attachment: ARCHITERRA AMENDMENT (3831 : APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH ARCHITERRA DESIGN



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: November 19, 2019

TITLE: PUBLIC HEARING FOR SIX NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS

RECOMMENDED ACTION

Recommend that the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceedings for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bills as identified herein;
2. Direct the City Clerk to open and 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 and if approved, set the rate and impose the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate, as applicable, on the Assessor's Parcel Numbers as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

SUMMARY

The action before the City Council is to conduct a Public Hearing for six NPDES mail ballot proceedings. The process to accept parcels into the City's NPDES funding program impacts only the property owners identified below, not the general citizens or taxpayers of the City.

The City requires property owners of development projects to mitigate the cost of certain impacts created by the proposed development (e.g., the increase in costs of complying

with state and federal NPDES requirements). The City offers the NPDES funding program to assist property owners in satisfying the requirement. After a property owner approves the City’s NPDES rate through a mail ballot proceeding, the City can levy the rate on the annual property tax bills of the authorized parcels.

As a condition of approval for development of their projects, Villa Annette LP, Roman Catholic Bishop of San Bernardino, Diocese of SB Education & Welfare Corp., Yum Yum Donut Shops, Inc., and LCG MVBP (the “Property Owners”) are required to provide a funding source for the NPDES program and have requested the City conduct a mail ballot proceeding to satisfy the condition of approval. If the Property Owners approve the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for their respective projects. Tonight’s Public Hearing is a required part of the process.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City’s current NPDES Permit requires all new development projects to comply with stormwater management requirements.

The City Council adopted the NPDES Residential Regulatory Rate on June 10, 2003, and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate (“Commercial/Industrial Rate”) on January 10, 2006. As a condition of approval from the Planning Commission, development projects are required to provide a funding source, consistent with the rates established by the City Council, to support activities for the NPDES program requirements. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit.

As a condition of approval for the projects identified below, the Property Owners are required to provide a funding source to mitigate the increase in costs to the NPDES program, which will be created by their development projects. The table below provides information for the parcels under development.

Property Owner/ Project	Assessor’s Parcel Numbers	Location	FY 2019/20 Maximum ¹ NPDES Commercial/Industrial Regulatory Rate
Villa Annette LP 220-unit multi-family apartments PEN16-0123/SBP19-0003	486-280-054	Northeast corner of Cactus Ave. and Lasselle St.	\$253.34/parcel

Roman Catholic Bishop of San Bernardino St. Christopher's Church (expansion) ² PEN18-0181/SBP19-0004	479-200-040	Southeast corner of Perris Blvd. and Cottonwood Ave.	\$253.34/parcel
Diocese of SB Education & Welfare Corp. St. Christopher's Church (expansion) ² PEN18-0181/SBP19-0004	479-200-041	Southeast corner of Perris Blvd. and Cottonwood Ave.	\$253.34/parcel
Yum Yum Donut Shops, Inc. Yum Yum Donuts, Convenience Store, Gas Station and Car Wash PEN16-0088/SBP19-0009	479-140-023	Northeast corner of Perris Blvd. and Cottonwood Ave.	\$253.34/parcel
Yum Yum Donut Shops, Inc. Winchell's Donut House and Convenience Store PEN16-0107/SBP19-0010	263-230-012 & 263-230-013	Northwest corner of Alessandro Blvd. and Day St.	\$253.34/parcel
LCG MVBP The District (Business Park/Light Industrial Complex) PEN18-0164/SBP19-0006	481-020-017, 481-020-028, 481-020-037 & 481-020-040	North of Hemlock Ave, east and west of Davis St.	\$253.34/parcel
¹ Each parcel's development status will be evaluated, and the applied rate calculated in accordance with the rate schedule, prior to levying the NPDES rate on the property tax roll each year ² The parcels included as part of the St. Christopher's Church project are owned by two separate parties.			

A property owner has two options to satisfy the condition of approval:

1. Approve the NPDES rate and authorize the City to collect the rate on the annual Riverside County property tax bill through participation in a successful mail ballot proceeding; or
2. Fund an endowment.

The Property Owners elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e. public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for the property were mailed to the Property Owners at least 45-days in advance of tonight's meeting (see Attachments 1 through 6). The ballots are due to the City Clerk prior to the close of the Public Hearing. The ballots can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with the property owner's approval of the NPDES mail ballot (i.e., marked yes and signed) and City Council acceptance of the results. In the event the ballot is not returned, is not approved, or is invalid (e.g., unmarked or unsigned), this condition of

approval will remain unsatisfied and may delay development of the project. In the event more than one mail ballot proceeding is being conducted tonight, each ballot will be counted separately to determine if a property owner approved inclusion of their respective property in the NPDES funding program.

This action meets the Strategic Plan Priorities to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and upon its close, open, count, and verify the returned ballots and accept the results. *Staff recommends this alternative as it will satisfy each project's condition of approval provided the property owner approves the ballot.*
2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative as it will delay the condition of approval from being satisfied and may delay project development. The City will incur additional costs to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date specific regularly scheduled City Council meeting. *Staff does not recommend this alternative as it may delay project development and will cause the City to incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

Revenue received from the NPDES rate is restricted and can only be used within the stormwater management program. The revenue provides funding to maintain compliance with the unfunded requirements of the Permit. It also offsets stormwater management program expenses, which reduces the financial impact to the General Fund. The NPDES rate is only applied to the property tax bills of parcels where approval of the rate has been authorized through a successful mail ballot proceeding.

The FY 2019/20 maximum Commercial/Industrial Rate is \$253.34 per parcel, and any division thereof. The maximum NPDES rate is subject to an annual inflationary adjustment. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum rate cannot exceed the annual inflationary adjustment without approval of the property owners subject to the

charge. The NPDES rate applied to the property tax bills will be based on the development status of the property at the time the rates are calculated for the upcoming fiscal year.

NOTIFICATION

The ballot documents were mailed to the Property Owners at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, NPDES Commercial/Industrial Rate schedule, map of the project area, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

Newspaper advertising for tonight's Public Hearing was published in The Press-Enterprise on October 31, 2019 and November 7, 2019.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Michael Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Villa Annette LP Ballot Documents
- 2. Roman Catholic Bishop of San Bernardino Ballot Documents
- 3. Diocese of SB Education & Welfare Corp. Ballot Documents
- 4. Yum Yum Donut Shops, Inc. Ballot Documents (Yum Yum Donuts)
- 5. Yum Yum Donut Shops, Inc. Ballot Documents (Winchell's Donut House)
- 6. LCG MVBP Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/12/19 3:48 PM
City Attorney Approval	<u>✓ Approved</u>	11/12/19 2:48 PM
City Manager Approval	<u>✓ Approved</u>	11/12/19 3:56 PM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

September 26, 2019

Villa Annette LP
 940 Calle Negocio, Suite 200
 San Clemente, CA 92673
 ATTN: Robert Lattanzio

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM Common Interest, Commercial, Industrial, and Quasi-Public Use REGULATORY RATE FOR APN(s) 486-280-054

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for Villa Annette LP
September 26, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for Villa Annette LP
September 26, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for Villa Annette LP
September 26, 2019

- ✓ A check mark substantially inside a box;
- ✕ An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;
- A completely shaded or filled mark substantially inside a box;
- ✚ A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
- A circle around the box and/or associated clause; or
- A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 486-280-054
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$253.34

Each Assessor's Parcel Number equals 1 Weighted Ballot.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on November 19, 2019, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

Attachment: Villa Annette LP Ballot Documents (3792 : PUBLIC HEARING FOR SIX NATIONAL POLLUTANT DISCHARGE ELIMINATION

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

Attachment: Villa Annette LP Ballot Documents (3792 : PUBLIC HEARING FOR SIX NATIONAL

Villa Annette LP 220 Multi-Family Apts PEN16-0123

APN

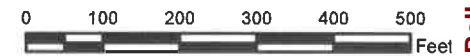
 486280054

 Parcels

 City Boundary

 Roads

Map reflects all changes indicated
on Riverside County Assessor Maps
as of July 19, 2019.



G:\Divisions\SpecialDist\2018\MXD\PEN160123.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



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 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

September 26, 2019

Roman Catholic Bishop of San Bernardino
 1201 E. Highland Ave.
 San Bernardino, CA 92404
 ATTN: Norman Turner

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM Common Interest, Commercial, Industrial, and Quasi-Public Use REGULATORY RATE FOR APN(s) 479-200-040

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for Roman Catholic Bishop of San Bernardino
September 26, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for Roman Catholic Bishop of San Bernardino
September 26, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot








Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for Roman Catholic Bishop of San Bernardino
September 26, 2019

-  A check mark substantially inside a box;
-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 479-200-040
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$253.34

Each Assessor's Parcel Number equals 1 Weighted Ballot.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

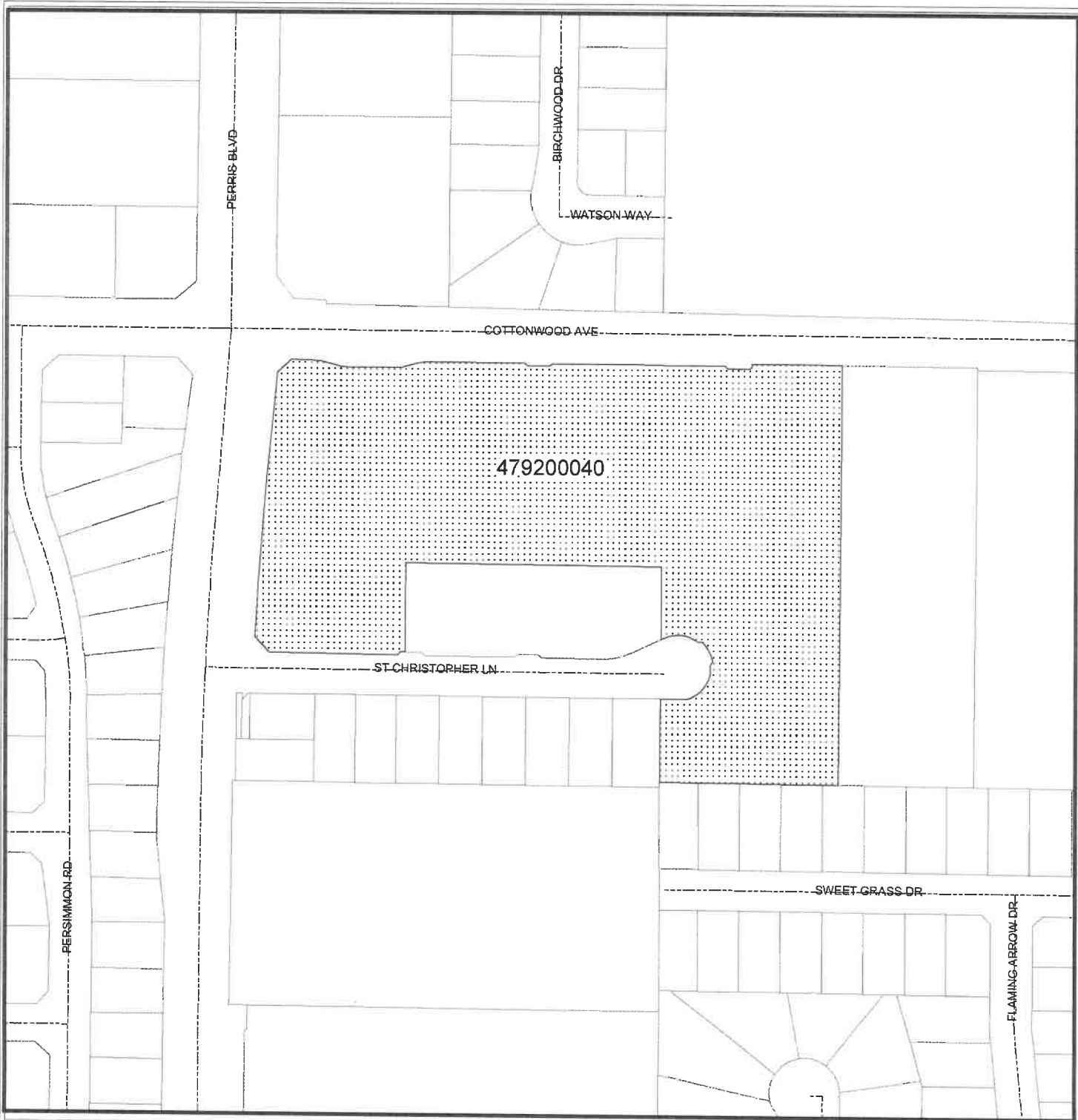
DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called, on November 19, 2019, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.





Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

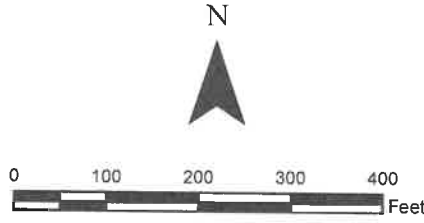
LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<i><u>Inflation Factor Adjustments</u></i>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	



**Roman Catholic Bishop
of San Bernardino
St. Christopher's Catholic Church
PEN18-0181**

- APN**
-  479200040
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of August 27, 2019.



G:\Divisions\SpecialDist\2018\MXD\PEN18-0181.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



Attachment: Roman Catholic Bishop of San Bernardino Ballot Documents (3792 : PUBLIC HEARING FOR

Tel: 951.413.3480
 Fax: 951.413.3170
 www.inoval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

September 26, 2019

Diocese of SB Education & Welfare Corp.
 1201 E. Highland Ave.
 San Bernardino, CA 92404
 ATTN: Norman Turner

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM Common Interest, Commercial, Industrial, and Quasi-Public Use REGULATORY RATE FOR APN(s) 479-200-041

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for Diocese of SB Education & Welfare Corp.
September 26, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not** satisfy the Land Development Division's Condition of Approval to provide a funding source for

Notice of Mail Ballot Proceeding for Diocese of SB Education & Welfare Corp.
September 26, 2019

the NPDES financial program. If the returned ballot is marked “No”, the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division’s Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City’s Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City’s business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division’s Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City’s business hours.

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Completing Your Ballot

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1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk’s office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.







Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;

Notice of Mail Ballot Proceeding for Diocese of SB Education & Welfare Corp.
September 26, 2019

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 479-200-041
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$253.34
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called, on November 19, 2019, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.





Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	



**Diocese of SB
Education & Welfare Corp.
St. Christopher's Catholic Church
PEN18-0181**

- APN**
-  479200041
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of August 27, 2019.



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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



Attachment: Diocese of SB Education & Welfare Corp. Ballot Documents (3792 : PUBLIC HEARING FOR

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

September 26, 2019

Yum Yum Donut Shops, Inc.
 18830 E. San Jose Ave.
 City of Industry, CA 91748
 ATTN: Michael Heinemeyer

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM Common Interest, Commercial, Industrial, and Quasi-Public Use REGULATORY RATE FOR APN(s) 479-140-023

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot








Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

-  A check mark substantially inside a box;
-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN) 479-140-023
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$253.34

Each Assessor's Parcel Number equals 1 Weighted Ballot.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on November 19, 2019, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**


LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

Attachment: Yum Yum Donut Shops, Inc. Ballot Documents (Yum Yum Donuts) (3792 : PUBLIC HEARING

**Yum Yum Donut Shops Inc
Yum Yum Donuts
including convenience store,
gas station & car wash
PEN16-0088**

APN

 479140023

 Parcels

 City Boundary

 Roads

Map reflects all changes indicated
on Riverside County Assessor Maps
as of September 16, 2019.



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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

September 26, 2019

Yum Yum Donut Shops, Inc.
 18830 E. San Jose Ave.
 City of Industry, CA 91748
 ATTN: Michael Heinemeyer

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM Common Interest, Commercial, Industrial, and Quasi-Public Use REGULATORY RATE FOR APN(s) 263-230-012 and 263-230-013

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Attachment: Yum Yum Donut Shops, Inc. Ballot Documents (Winchell's Donut House) (3792 : PUBLIC HEARING FOR SIX NATIONAL

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot








Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for Yum Yum Donut Shops, Inc.
September 26, 2019

-  A check mark substantially inside a box;
-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs)
263-230-012 and 263-230-013
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel, a combined total of \$506.68 for the APNs. This calculation is based on the current parcel configuration; the actual annual amount annual levied will be determined at the time the levy is calculated. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	2	\$253.34
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on November 19, 2019, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee. For administrative convenience, all parcels for your project have been combined on one ballot. If you prefer to have a separate ballot for each APN please call 951.413.3480 to request separate ballots.

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

Attachment: Yum Yum Donut Shops, Inc. Ballot Documents (Winchell's Donut House) (3792 : PUBLIC



**Yum Yum Donut Shops Inc.
Winchell's Donut Shop &
Convenience Store
PEN16-0107**

APN

 263230012

 263230013

 Parcels

 City Boundary

 Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of September 16, 2019.

N



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Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

October 3, 2019

LCG MVBP
 3010 Old Ranch Pkwy, Suite 470
 Seal Beach, CA 90740
 ATTN: Ryan Martin

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(S) 481-020-017, 481-020-028, 481-020-037, 481-020-040

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for LCG MVBP
October 3, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, November 19, 2019

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for LCG MVBP
October 3, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot








Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **November 19, 2019**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for LCG MVBP
October 3, 2019

-  A check mark substantially inside a box;
-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs)
481-020-017, 481-020-028, 481-020-037, and 481-020-040
National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel, a combined total of \$1,013.36 for the APNs. This calculation is based on the current parcel configuration; the actual annual amount annually levied will be determined at the time the levy is calculated. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	4	\$253.34
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on November 19, 2019 at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.





Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee. For administrative convenience, all parcels for your project have been combined on one ballot. If you prefer to have a separate ballot for each APN please call 951.413.3480 to request separate ballots.

**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

LCG MVBP, LLC
Business Park at the Festival
PEN18-0164

APN

-  481020017
-  481020028
-  481020037
-  481020040

-  Parcels
-  City Boundary
-  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of September 17, 2019.

N



G:\2019\MXD\PEN180164.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



MORENO VALLEY
WHERE DREAMS COME TRUE

Attachment: LCG MVBP Ballot Documents (3792 : PUBLIC HEARING FOR SIX NATIONAL POLLUTANT





Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Assistant City Manager

AGENDA DATE: November 19, 2019

TITLE: MOMENTUM MOVAL YEAR THREE STATUS UPDATE

RECOMMENDED ACTION

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

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

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

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.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Momentum MoVal Year Three Update 11-19-19 Final

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/14/19 2:43 PM
City Attorney Approval	<u>✓ Approved</u>	11/13/19 12:57 PM
City Manager Approval	<u>✓ Approved</u>	11/14/19 2:47 PM

year three status update | 2019

MOMENTUM

MoVal

M

Attachment: Momentum MoVal Year Three Update 11-19-19 Final (3822 : MOMENTUM

Strategic Priorities

1

ECONOMIC
DEVELOPMENT

2

PUBLIC
SAFETY

3

LIBRARY

4

INFRASTRUCTURE

5

BEAUTIFICATION,
COMMUNITY
ENGAGEMENT,
QUALITY OF LIFE

6

YOUTH
PROGRAMS



WorkProgress

164
Initiatives

155
Initiatives
Completed

100%
On-Time
Completion
Rate

Milestones

Periodic
Updates

5 Year Plan



Initiative Highlights

9 Initiatives addressed during the period

- 2 Economic Development
- 3 Infrastructure
- 4 Beautification, Community Engagement, Quality of Life

Infrastructure

4.2.5 Prepare an updated and fully comprehensive infrastructure needs assessment

Beautification, Community Engagement Quality of Life

5.2.2 Develop comprehensive City Gateway and Streetscape plans



MORENO VALLEY

Beautification, Community Engagement Quality of Life

5.5.3 Explore a partnership with the County to enhance use of the Box Springs area

5.5.4 Explore and promote the San Jacinto Wildlife Area as a destination

Youth Programs

6.2.7 Engage community groups for opportunities to participate in and sponsor programs to serve Moreno Valley's youth

year three status update | 2019

MOMENTUM

MoVal



Attachment: Momentum MoVal Year Three Update 11-19-19 Final (3822 : MOMENTUM



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, P.E., Public Works Director/City Engineer

AGENDA DATE: November 19, 2019

TITLE: RECOMMENDED UPDATES - PAVEMENT MANAGEMENT PROGRAM FIVE-YEAR LOOK-AHEAD

RECOMMENDED ACTION

Recommendation:

Concur with the updated Pavement Management Program Five-year Look-ahead Plan.

SUMMARY

This report recommends concurrence of a Pavement Management Program (PMP) Five-year Look-ahead Plan which identifies roadway segments maintenance priorities for the next five years. Staff takes a proactive approach to maintaining roads by including in the plan both preventive and corrective pavement maintenance practices that are cost-effective in addressing a wide range of pavement conditions to extend the pavement life and enhance safety.

DISCUSSION

Currently, there is roughly \$100 million of critical deferred maintenance needs, and over \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary. With a significant amount of deferred maintenance needs, selecting only a few segments to fit a limited budget is a difficult process. To prioritize streets for the PMP Five-year Look-ahead Plan, staff uses a combination of factors such as:

- Pavement Condition Index (PCI), for preventative and corrective maintenance
- Average Daily Traffic (ADT) counts
- Roadway segments with extensive Maintenance staff activities
- Known forthcoming utility company work
- Known approved development projects

- Other City Capital Improvement Program (CIP) projects

Heavy consideration is given to street segment PCI ratings and segments with extensive Maintenance staff activities (i.e. pothole repairs). Additionally, in order to gain an economy of scale from bidding contractors, streets are grouped by proximity as best as possible. Staff conducted field surveys to obtain real-time pavement distress conditions. Staff also received input from the Mayor and individual Council Members. The PMP Five-year Look-ahead Plan is intended to provide a focus for the limited funding. It is not intended to be a ridged list of street segments that cannot be adjusted. If necessary, staff will bring forward any changes to the Plan for Council's review at its future meetings.

The ultimate goal for the PMP Five-year Look-ahead is to transition costly corrective maintenance activities to less-costly preventative maintenance activities. Including preventative work (e.g. crack seal and slurry seal) and not just corrective work will help preserve and extend the useful life of the City's largest asset at a lower cost. Also, with the inclusion of preventative maintenance work, maintenance-staff resources can be redistributed to higher cost-benefit ratio activities (e.g. asphalt patch work and crack sealing).

In March 2019, staff presented the original PMP Five-year Look-ahead Plan for concurrence, which identified approximately 350 street segments for preventive and corrective maintenance citywide for a 5-year period from 2019 to 2024. Since then, a number of segments have been completed or are actively under rehabilitation. As such, staff reconciles the approved list of streets and continues to identify new segments to be added to the plan for the next five year period.

In addition to adding the proposed roadway segments for FY 2024-2025, construction timelines for segments previously approved by the City Council are proposed to be accelerated (i.e. recommended to be completed in an early fiscal year than originally planned). Several segments are recommended for acceleration due to the additional funding that the Council has authorized over the past two fiscal years as a means to address critical repairs as soon as possible.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: "Manage and maximize Moreno Valley's public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery."

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. This alternative will provide staff with a Five-year Look-ahead Plan with set priorities for roadway maintenance.
2. Do not approve the recommended actions as presented in this staff report and

provide alternate direction to staff. This alternative may delay the roadway maintenance efforts and allow for City streets to continue deteriorating and resulting in higher repair costs.

FISCAL IMPACT

There is no fiscal impact with the recommended action item.

NOTIFICATION

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

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

Department Head Approval:
Michael L. Wolfe, P.E.
Public Works Director/City Engineer

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Manager

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.

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CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. 5-Year Look-Ahead Plans

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/13/19 1:38 PM
City Attorney Approval	<u>✓ Approved</u>	11/13/19 12:56 PM
City Manager Approval	<u>✓ Approved</u>	11/13/19 5:02 PM

**City of Moreno Valley
Public Works Department - Capital Projects Division**

5-YEAR LOOK-AHEAD PLAN FOR ARTERIAL AND COLLECTOR STREETS PAVEMENT REHABILITATION AND PRESERVATION

LEGEND

HUD_CDBG_Target_Areas

DISTRICT

- 1
- 2
- 3
- 4

COMPLETED AND CURRENT PAVEMENT REHABILITATION

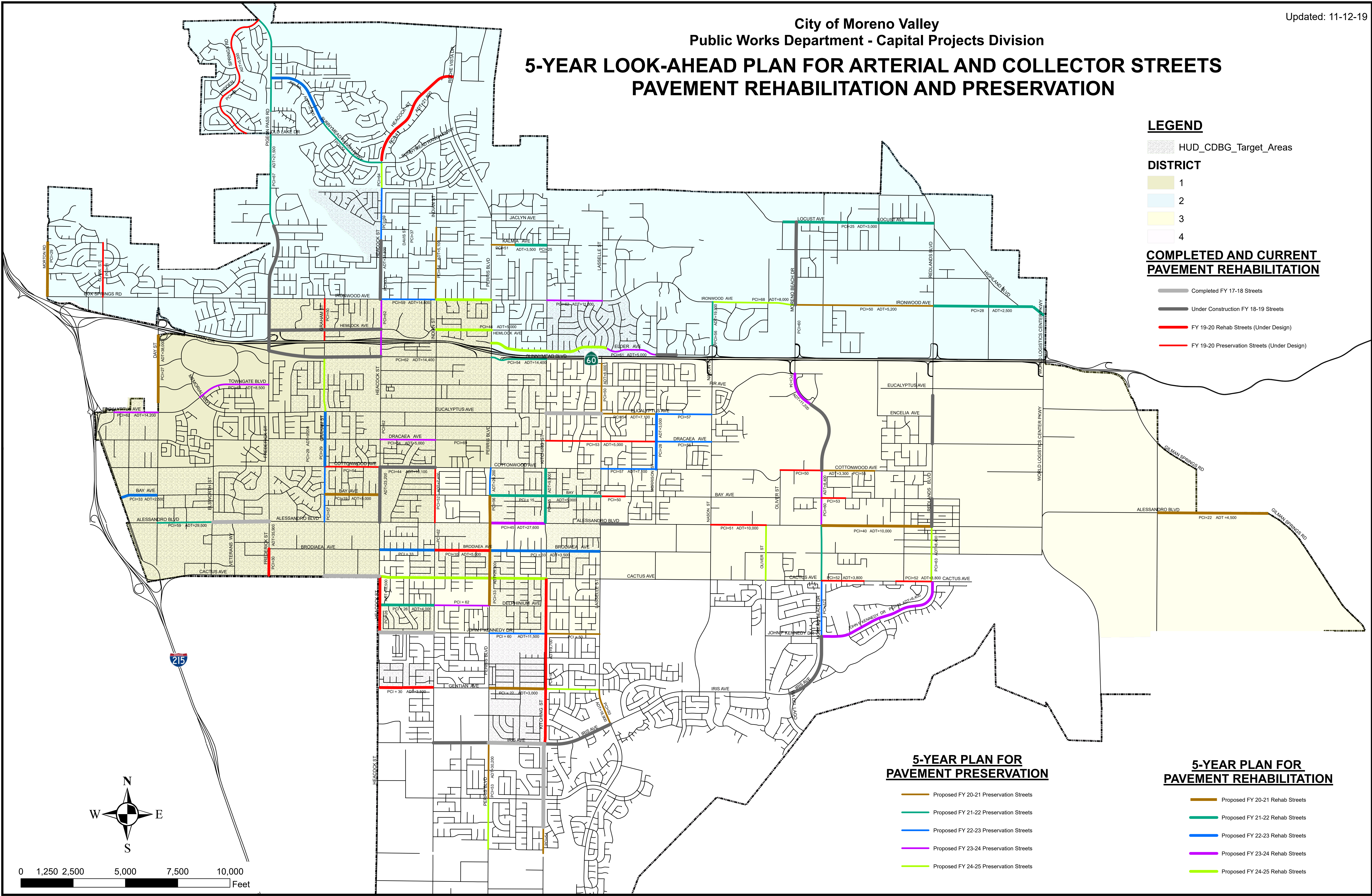
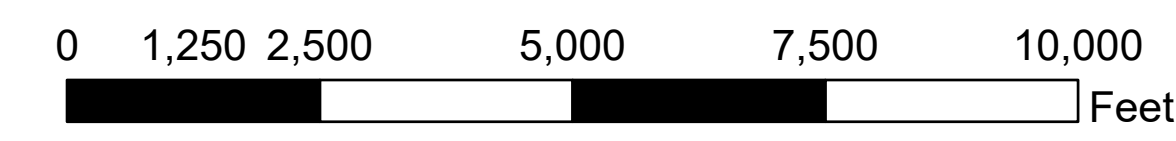
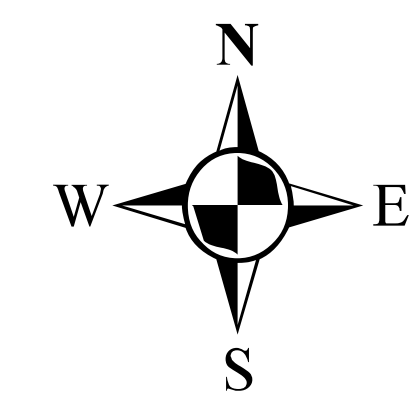
- Completed FY 17-18 Streets
- Under Construction FY 18-19 Streets
- FY 19-20 Rehab Streets (Under Design)
- FY 19-20 Preservation Streets (Under Design)

5-YEAR PLAN FOR PAVEMENT PRESERVATION

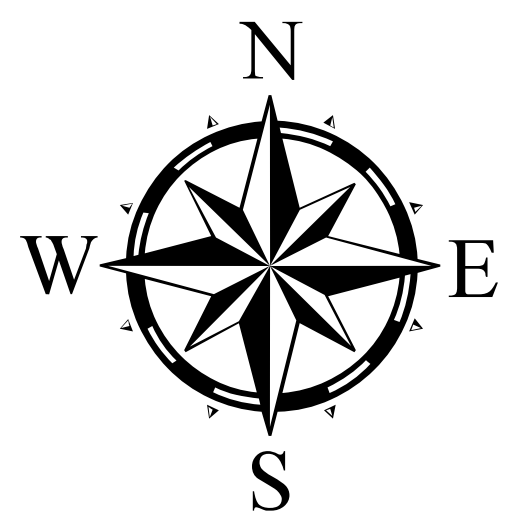
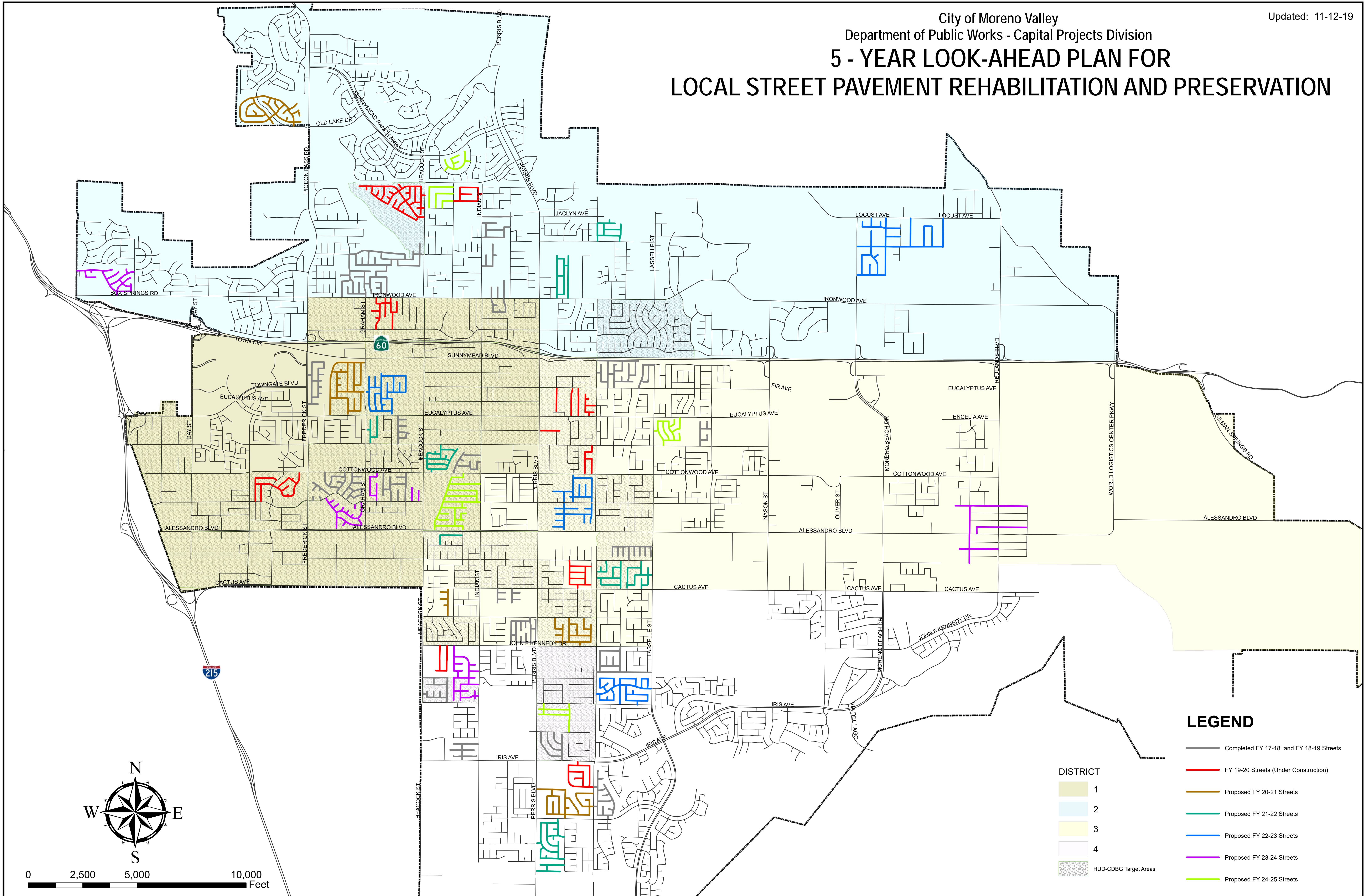
- Proposed FY 20-21 Preservation Streets
- Proposed FY 21-22 Preservation Streets
- Proposed FY 22-23 Preservation Streets
- Proposed FY 23-24 Preservation Streets
- Proposed FY 24-25 Preservation Streets

5-YEAR PLAN FOR PAVEMENT REHABILITATION

- Proposed FY 20-21 Rehab Streets
- Proposed FY 21-22 Rehab Streets
- Proposed FY 22-23 Rehab Streets
- Proposed FY 23-24 Rehab Streets
- Proposed FY 24-25 Rehab Streets



5 - YEAR LOOK-AHEAD PLAN FOR LOCAL STREET PAVEMENT REHABILITATION AND PRESERVATION



LEGEND

- Completed FY 17-18 and FY 18-19 Streets
 - FY 19-20 Streets (Under Construction)
 - Proposed FY 20-21 Streets
 - Proposed FY 21-22 Streets
 - Proposed FY 22-23 Streets
 - Proposed FY 23-24 Streets
 - Proposed FY 24-25 Streets
-
- DISTRICT 1
 - DISTRICT 2
 - DISTRICT 3
 - DISTRICT 4
 - HUD-CDBG Target Areas