



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**

January 21, 2020

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
January 21, 2020

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Falcon Football Team

**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
JANUARY 21, 2020**

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

Reverend Stanton R. Herpick, World Christian Outreach Inc.

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JAN 7, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. MAYORAL APPOINTMENT TO THE SENIOR CITIZENS' ADVISORY BOARD (Report of: City Clerk)

Recommendation:

1. Receive and confirm the following Mayoral appointments:

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Cynthia L. Ward	Member	Ending 06/30/21

- A.4. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND INNOVATION HIGH SCHOOL - M.A.P.P.E.D. (Report of: City Clerk)

Recommendations:

1. Approve support for the Memorandum of Understanding between the City of Moreno Valley and the Western Education Corporation dba San Diego Workforce Innovation High School in support of the expansion of the Mayor's Apprenticeship Program Promoting Employment Development to include a partnership between the two parties.

2. Authorize the execution of up to two (2) 1-year extensions, contingent on the availability of funding.

A.5. APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES (Report of: Financial & Management Services)

Recommendations:

1. Approve an amendment to Policy No. 2.47, Energy Efficiency Fund Policy
2. Approve an amendment to Policy No. 3.04, Boards, Commissions and Committees Expenditure Policy
3. Approve an amendment to Policy No. 3.05, Donations Policy
4. Approve an amendment to Policy No. 3.11, Budget Appropriation Adjustment policy
5. Approve an amendment to Policy No. 3.21, Spending Guidelines for City Council Discretionary Funds
6. Rescind Policy No. 3.20, Travel and Related Business Expenses (Elected Officials)
7. Rescind Personnel Policy No. 7.05, Outlook Calendaring
8. Approve an amendment to Policy No. 7.16, the Electronic Communication Policy

A.6. HIRE MOVAL – AMENDMENTS TO THE HIRE A MOVAL VETERAN PROGRAM (Report of: Financial & Management Services)

Recommendations:

1. Approve amendments to the Hire a MoVal Veteran Program.

A.7. APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE ASSOCIATION TO PROVIDE SHORT TERM GAP FINANCING TO ACCELERATE THE DEVELOPMENT OF A LOW-INCOME CHILD CARE FACILITY (Report of: Financial & Management Services)

Recommendations:

1. Approve a Resolution for the funding of a loan with FSA to provide gap funding to create a new low-income child care facility.
2. Authorize the City Attorney to make minor modifications to finalize the

Loan Agreement, including the promissory note and deeds of trust.

3. Authorize the City Manager to execute the Loan Agreement and issuance of any payments as outlined once the Loan Agreement has been fully executed.

A.8. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.9. REPORT OF APPROVED SALARY CHANGES (Report of: Human Resources)

Recommendation:

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

A.10. APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT FOR ON-CALL CONSTRUCTION INSPECTION SERVICES WITH INTERWEST CONSULTING GROUP (Report of: Public Works)

Recommendations:

1. Approve the Fourth Amendment to the Project Specific Agreement for On-Call Professional Consultant Services for Construction Inspection Services with Interwest Consulting Group.
2. Authorize the City Manager to execute the Fourth Amendment with Interwest Consulting Group, which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.
3. Authorize the issuance of a change order to the purchase order with Interwest Consulting Group from a not-to-exceed amount of \$315,000.00 to a not-to-exceed amount of \$495,000.00 (an increase of \$180,000.00 for additional inspection services).

A.11. APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH HR GREEN PACIFIC, INC. FOR PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS (WQMP) (Report of: Public Works)

Recommendations:

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. (HR Green) to provide continued on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division;
2. Authorize the City Manager to execute the Fourth Amendment to Agreement with HR Green, subject to the approval of the City Attorney, to allow for a total contract amount not-to-exceed \$175,000;
3. Authorize a \$25,000 increase in the FY 19/20 purchase order to HR Green, for a fiscal year total not-to-exceed \$50,000, and authorize the Chief Financial Officer to approve subsequent related purchase orders, in accordance with the approved terms of the Agreements;
4. Authorize the Chief Financial Officer to make budget adjustment appropriations related to expenditures and revenues as indicated in the fiscal impact section; and
5. Authorize the City Manager to execute any subsequent Amendments to the Agreement and subsequent Extensions to the Agreement up to a maximum of four annual extensions to the Agreement from the original agreement with HR Green, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.12. APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO-ALESSANDRO INTERIM FACILITY LINE H-2 PROJECT NO. 804 0016 (Report of: Public Works)

Recommendations:

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District) for the Moreno – Alessandro Interim Facility Line H-2 Project;
2. Authorize the City Manager to execute the Cooperative Agreement in the form attached hereto;

3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the District and/or the City subject to the approval of the City Attorney;
 4. Authorize the Public Works Director/City Engineer to execute any future amendments, subject to the approval of the City Attorney.
- A.13. ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD, MEMORANDUM OF UNDERSTANDING AND RESOLUTION NO. 2020-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE (Report of: Police Department)

Recommendations:

1. Accept the Tobacco Law Enforcement Grant Program award in the amount of \$126,099 for overtime to conduct tobacco enforcement operations over a three-year period.
2. Authorize the Chief Financial Officer to appropriate \$126,099 as revenue and expense per fiscal year in Fund (2300).
3. Approve the Memorandum of Understanding between the City of Moreno Valley and the State of California Department of Justice regarding the Tobacco Law Enforcement Grant Program award.
4. Adopt Resolution No. 2020-XX a Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Manager to execute the agreement with the State of California Department of Justice.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - REGULAR MEETING OF JAN 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-50 (RESO. NO. CSD 2020-___) (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-___, 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. 2019-50 to its Community Facilities District No. 1 and approving the amended map for said District.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF Jan 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - REGULAR MEETING OF Jan 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

- E.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.

E.2. MINUTES - REGULAR MEETING OF Jan 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

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 ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

Recommend that the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Residential Regulatory Rate to be applied to the property tax bill as identified herein;
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Residential Regulatory Rate, as applicable, on the Assessor's Parcel Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

G. GENERAL BUSINESS

G.1. City Council Reorganization - Selection of Mayor Pro Tem (Report of: City Clerk)

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

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: 01/16/2020

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: January 21, 2020

TITLE: FALCON FOOTBALL TEAM

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
January 7, 2020**

CALL TO ORDER - 5:35 PM

SPECIAL PRESENTATIONS

1. Safe Surrender Awareness Month Proclamation

Minutes Acceptance: Minutes of Jan 7, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
January 7, 2020**

CALL TO ORDER

The Joint Meeting of the City Council, 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 was called to order at 6:00 p.m. by Mayor Pro Tem Baca in the Council Chamber located at 14177 Frederick Street.

Mayor Pro Tem Baca announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Pastor Dale Lacquement, Faith Southern Baptist Church

G. GENERAL BUSINESS

- G.1. City Council Reorganization - Selection of Mayor Pro Tem (Report of: City Clerk)

Recommendation: That the City Council:

- 1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

RESULT: CONTINUED [UNANIMOUS] Next: 1/21/2020 6:00 PM
AYES: Victoria Baca, Ulises Cabrera, Dr. Carla J. Thornton

Minutes Acceptance: Minutes of Jan 7, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

ROLL CALL

Council:	Victoria Baca Ulises Cabrera Dr. Carla J. Thornton	Mayor Pro Tem Council Member Council Member
Absent:	Dr. Yxstian A. Gutierrez David Marquez	Mayor Council Member

INTRODUCTIONS

Staff:	Pat Jacquez-Nares Zoila Luna Marshall Eyerman Martin Koczanowicz Mike Lee Allen Brock Michael Wolfe Patty Nevins John Salisbury Abdul Ahmad Kathleen Sanchez Patti Solano	City Clerk Administrative Assistant Chief Financial Officer/City Treasurer City Attorney Interim City Manager Assistant City Manager Public Works Director/City Engineer Acting Community Development Director Police Chief Fire Chief Human Resources Director Parks & Community Services Director
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PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Keith Howerton

- 1. Encouraged residents to be motivated by their faith.

Benjamin Shuler

- 1. Representing, The Hole in the Wall Inc., he explained the charitable services they provide to the community.

Daryl Terrell

- 1. Suggested that residents practice optimistic thinking.

Clifford Hunt

- 1. Concerned about the continual mailbox break-ins.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Pro Tem Baca opened the Consent Agenda items for public comments, none were received.

Minutes Acceptance: Minutes of Jan 7, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

RESULT: APPROVED [UNANIMOUS]
MOVER: Ulises Cabrera, Council Member
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Victoria Baca, Ulises Cabrera, Dr. Carla J. Thornton

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. City Council - Special Meeting (Closed Session) - Dec 10, 2019 5:00 PM

Recommendation: Approve as submitted.

- A.3. City Council - Closed Session - Dec 17, 2019 4:30 PM

Recommendation: Approve as submitted.

- A.4. City Council - Regular Meeting - Dec 17, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.5. PAYMENT REGISTER - OCTOBER 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.6. APPROVE SECOND AMENDMENT TO THE AGREEMENT FOR CITYWIDE SECURITY SERVICES TO LYONS SECURITY SERVICES (AGMT. NO. 2019-365-02) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Second Amendment to the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc., 2582 North Santiago Blvd., Orange, CA, 92867 to provide security guard services at various City facilities.
2. Authorize the City Manager, or their designee, to execute the second Amendment to the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc. in the amount of \$1,300,000, subject to the approval of the City Attorney.

- A.7. REPORT OF APPROVED SALARY CHANGES (Report of: Human Resources)

Recommendation:

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

- A.8. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.9. REQUEST FOR CITY SPONSORSHIP OF MARCH AIR FORCE RESERVE BASE 2020 AIR & SPACE EXPO (Report of: Financial & Management Services)

Recommendation:

1. Approve a request for City sponsorship of the March Air Force Reserve Base 2020 Air & Space Expo.

- A.10. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH NOVEMBER 30, 2019 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through November 30, 2019.

- A.11. PAYMENT REGISTER - NOVEMBER 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF Dec. 10, 2019 5:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION OF Dec. 17, 2019 4:30 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. MINUTES - REGULAR MEETING OF Dec. 17, 2019 6:00 PM (See A.4)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF Dec. 10, 2019 5:00 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED SESSION OF Dec. 17, 2019 4:30 PM (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - REGULAR MEETING OF Dec. 17, 2019 6:00 PM (See A.4)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF Dec. 10, 2019 5:00 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CLOSED SESSION OF Dec. 17, 2019 4:30 PM (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - REGULAR MEETING OF Dec. 17, 2019 6:00 PM (See A.4)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

E.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.

E.2. MINUTES - SPECIAL MEETING (CLOSED SESSION) OF Dec. 10, 2019 5:00 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - CLOSED SESSION OF Dec. 17, 2019 4:30 PM (See A.3)

Recommendation: Approve as submitted.

E.4. MINUTES - REGULAR MEETING OF Dec. 17, 2019 6:00 PM (See A.4)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

ITEM NO. G.1. WAS HEARD PRIOR TO THE ROLL CALL

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

I. REPORTS - NONE

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.

Council Member Thornton

1. Wished everyone a Happy New Year and expressed her excitement for 2020.

Council Member Cabrera

1. Announced the upcoming Census event on February 1, 2020.

Mayor Pro Tem Baca

1. Communicated the importance of the Census.
2. Thanked Council Member Cabrera for spear heading the event.
3. Commended the speakers for making their issues known.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Baca adjourned the meeting at 6:21 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Finance Authority

Approved by:

Victoria Baca
 Mayor Pro Tem
 City of Moreno Valley
 Vice President, Moreno Valley Community Services District
 Vice Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Vice Chairperson, Moreno Valley Housing Authority
 Vice Chairperson, Board of Library Trustees
 Vice Chairperson, Public Financing Authority



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: January 21, 2020

TITLE: MAYORAL APPOINTMENT TO THE SENIOR CITIZENS' ADVISORY BOARD

RECOMMENDED ACTION

Recommendation:

1. Receive and confirm the following Mayoral appointments:

SENIOR CITIZENS' ADVISORY BOARD

<u>Name</u>	<u>Position</u>	<u>Term</u>
Cynthia L. Ward	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

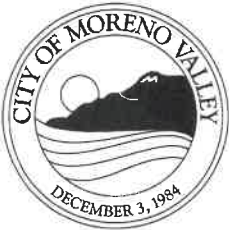
1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

- 1. Cynthia L. Ward (2nd Choice)_Redacted

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/15/20 1:28 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:38 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:39 PM



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
19 NOV -8 AM 2:44

For City Clerk's Use
Stamp Date and Time Received

Name: Cynthia L. Ward
Home Address: [REDACTED]
Moreno Valley, CA 92555-7038
How long have you resided in Moreno Valley? 24 years

CONFIDENTIAL INFORMATION

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

Employer Name: Retired State ^{CA} Employee Position: _____
Address: _____

Board or Commission applying for*: 1st Choice Traffic Safety Commission
2nd Choice Senior Citizens Advisory Board

*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?
Previously, I served on the TSC board as a representative for the Val Verde USD for 9 years. I enjoy the work that this board does, because I can see the results every day.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:
My previous experience of over 9 years on this board taught me the responsibilities and duties involved. My concern for traffic safety for my city is a priority to me.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.
This board gives MV residents access to express their concerns about traffic problems or needed improvements to make navigating in the city safer for everyone.

What do you hope to accomplish by your participation?
I want to contribute to the safety of our MV residents, visitors and those who work in our city.

Attachment: Cynthia L. Ward (2nd Choice)_Redacted (3888 : MAYORAL APPOINTMENT TO THE SENIOR CITIZENS' ADVISORY BOARD)

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:

I was a school representative for the Val Verde Unified School district for over 9 years, beginning in 1998. I was appointed by the school superintendent at the time, Dr. Fred Workman.

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

I have also been interested in the Senior Citizens Board. I would love to work on a outreach committee to serve the homeless.

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

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

Date(s) of the meeting(s) attended: *I will attend the December 2019 meeting*

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.


Signature

11-8-2019
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:**FROM:** Pat Jacquez-Nares, City Clerk**AGENDA DATE:** January 21, 2020**TITLE:** MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND INNOVATION HIGH SCHOOL - M.A.P.P.E.D.

RECOMMENDED ACTION

Recommendation:

1. Approve support for the Memorandum of Understanding between the City of Moreno Valley and the Western Education Corporation dba San Diego Workforce Innovation High School in support of the expansion of the Mayor's Apprenticeship Program Promoting Employment Development to include a partnership between the two parties.
2. Authorize the execution of up to two (2) 1-year extensions, contingent on the availability of funding.

SUMMARY

This report recommends approval of the Memorandum of Understanding (MOU) between the City of Moreno Valley and the Western Education Corporation, dba San Diego Workforce Innovation High School, Moreno Valley Branch to expand the Mayor's Apprenticeship Program Promoting Employment Development (M.A.P.P.E.D.) and include a partnership with Innovation High School in Moreno Valley.

DISCUSSION

At the June 5th, 2018 City Council meeting, the City Council of the City of Moreno Valley approved Resolution 2018-50, laying the framework for the Mayor's Apprenticeship Program Promoting Employment Readiness.

The City of Moreno Valley wishes to expand community partnerships to bring the benefits of M.A.P.P.E.D. to more Moreno Valley residents.

Innovation High School is an educational institution that helps non-traditional high school students to earn their high school diploma, primarily teenage mothers. Statistically, these students experience a higher risk of dropping out of school, thereby limiting their earning potential over their lifespan.

Due to the concentration of at-risk students at Innovation High School, the City of Moreno Valley wishes to partner with Innovation High School to bring internship opportunities to the student population.

Studies show that at-risk youth benefit greatly from mentor relationships, and internship opportunities can not only expose youth to career paths that they may not have otherwise considered as well as help the interns to find more gainful employment once they exit school and enter the workforce.

As the demographics of the workforce change, professional associations agree that a robust leadership and workforce development program implemented now will help alleviate the impact of workforce shortages. Therefore, it would behoove the City to benefit its youth, its businesses, and its future residents by preparing the workforce now through various community partnerships.

Ultimately, this partnership benefits the youth of Moreno Valley by preparing them to enter the workforce, the businesses of Moreno Valley by helping to develop an experienced workforce, and the City of Moreno Valley by encouraging the younger residents to be productive members of society.

ALTERNATIVES

1. Approve the MOU between the City of Moreno Valley and Western Education Corporation, dba San Diego Workforce Innovation High School, expanding the *Mayor's Apprenticeship Program Promoting Employment Development* to include a partnership with Innovation High School. Authorize additional extensions of term contingent on availability of funding.
2. Provide alternative direction to staff.

FISCAL IMPACT

Costs associated with the M.A.P.P.E.D. program are appropriated in the City Council's budget. Costs include providing a stipend up to \$500 per student (up to 40 students per session) and minimal administrative expenses. Additional \$500 allocated for administrative costs.

NOTIFICATION

Posted in accordance with Brown Act regulations.

PREPARATION OF STAFF REPORT

Prepared By:
Renee Bryant
Management Aide

Department Head Approval:
Pat Jacquez-Nares, CMC, CERA
City Clerk

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

ATTACHMENTS

- 1. MOU MAPPED Innovation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/15/20 2:53 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 4:58 PM
City Manager Approval	<u>✓ Approved</u>	1/16/20 3:01 PM

City of Moreno Valley

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MORENO VALLEY AND WESTERN EDUCATION
CORPORATION, dba SAN DIEGO WORKFORCE INNOVATION
HIGH SCHOOL**

This Memorandum of Understanding (MOU) is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Western Education Corporation dba San Diego Workforce Innovation High School** Moreno Valley Branch, located at **24021 Alessandro Blvd #101B, Moreno Valley, CA 92553**, hereinafter referred to as the “School,” based upon City policies and the following legal citations:

RECITALS

- A. WHEREAS, the City of Moreno Valley and Innovation High School are both greatly invested in the long-term success of students in the City; and
- B. WHEREAS, the Mayor’s Apprenticeship Program Promoting Employment Development (M.A.P.P.E.D.) was designed to support at-risk high school students as they develop the work-place skills and gain the experience to help them attain professional success; and
- C. WHEREAS, Innovation High School’s student population is comprised mostly of non-traditional high school students, who would benefit from the workplace training and mentorship included in the M.A.P.P.E.D. program.
- D. NOW, THEREFORE, the City and the School agree as follows:

TERMS OF THE MOU

1. The Mayor’s Apprenticeship Program Promoting Employment Development (M.A.P.P.E.D.) is a provisional, collaborative internship program to a) enhance career readiness of “at-risk” high school students, b) help meet local workforce needs, and c) develop positive, contributing members of the community.
2. Internship sessions will occur in the fall and the spring for a maximum of 40 internship hours.
3. The City will provide internship opportunities in City departments.
4. Eligible students must be current residents of Moreno Valley.

5. Students completing the M.A.P.P.E.D. program shall receive a City-funded stipend of up to \$500.00, and a program completion certificate.

SCHOOL RESPONSIBILITIES

1. School shall be responsible for identifying qualified students for the internship program and provide limited transportation.
2. School shall collect data on students who receive assistance under this MOU (including success rates and demographics) and provide such data regularly to City. Such data will be used for audit purposes and to determine program/MOU refinements moving forward.
3. School shall provide the City with a Partnership Letter acknowledging the City's contribution and participation.
4. School will provide regular updates on the status of the impact of this MOU to the City and to the City Council.

MISCELLANEOUS PROVISIONS

Indemnification. Except as to the sole negligence or willful misconduct of the City, the School agrees to indemnify, protect, and hold harmless the City from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage cost, expense (including counsel fees), judgement, civil fine and penalties, liabilities or losses of any kind, whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of the performance of or under this MOU. This indemnification shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the School or anyone employed by or working on behalf of the School.

Insurance. The School shall provide the City with a Certificate of Insurance evidencing general liability coverage in the amount of at least \$1,000,000 per incident and \$3,000,000 in the aggregate, as well as workers' compensation coverage for its employees in amounts as required by the State of California.

Entire MOU. This MOU constitutes the final, complete and exclusive statement of the terms of the understanding between the City and the School pertaining to the subject matter of the MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this MOU by and neither Party is relying on any representation or term other than those expressly set forth in this MOU.

Amendments. This MOU may be modified or amended only by a signed, written agreement executed by both the City and the School.

Term. This MOU is dependent upon funding from the City. The term of the MOU shall be one term, designated to cover the spring 2020-school term. Parties will discuss extension of the MOU into future years depending on the success of the program and availability of funding.

Independent Contractors. City and School are independent contractors in all matters under this MOU, and are not officers or employees of the other. Neither has any obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to or for the other. Each of the City and the School, as independent contractors, shall be responsible for any and all taxes or such payments that apply to them as employers.

Nondiscrimination. The Parties shall not discriminate against any person in the provision of services or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of section 422.6 of the California Penal Code, or any other status protected by law.

Waiver. No action or failure to act by either Party shall constitute a waiver of any right or duty afforded under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereafter, except as may be specifically agreed in writing.

Severability. Each provision, term and/or condition, in whole and in part, of this MOU shall be considered severable. In the event any aspect of this MOU is declared invalid or void for any reason, such provision, term, and/or condition shall be severed from this MOU and shall not affect any other aspect of this MOU, and the remainder of the MOU shall continue in full force and effect.

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

Venue. Any action at law or inequity brought by either of the Parties for the purpose of enforcing this MOU shall be brought in a court of competent jurisdiction in the County of Riverside, California, and the Parties hereby waive all provisions of law providing for a change of venue to any other county.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Innovation High School

BY: _____
Mayor

BY: _____

TITLE: _____
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date

Attachment: MOU MAPPED Innovation (3891 : MOU BETWEEN THE CITY OF MORENO VALLEY AND INNOVATION HIGH SCHOOL)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: January 21, 2020

TITLE: APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES

RECOMMENDED ACTION

Recommendations:

1. Approve an amendment to Policy No. 2.47, Energy Efficiency Fund Policy
2. Approve an amendment to Policy No. 3.04, Boards, Commissions and Committees Expenditure Policy
3. Approve an amendment to Policy No. 3.05, Donations Policy
4. Approve an amendment to Policy No. 3.11, Budget Appropriation Adjustment policy
5. Approve an amendment to Policy No. 3.21, Spending Guidelines for City Council Discretionary Funds
6. Rescind Policy No. 3.20, Travel and Related Business Expenses (Elected Officials)
7. Rescind Personnel Policy No. 7.05, Outlook Calendaring
8. Approve an amendment to Policy No. 7.16, the Electronic Communication Policy

SUMMARY

While certain policy amendments may be presented to the City Council throughout the fiscal year due to timing requirements or substantial changes, there are other policies which may only require minor adjustments or grammatical corrections. As part of the City's continuing efforts toward transparency and to maintain updated policies, the City Council may be presented with a comprehensive list of multiple policy updates on a semi-annual basis. By requiring the annual management review of policies with City Council approvals as appropriate allows the City to further strengthen its management practices and policies for greater operational efficiencies, transparency, and protection of the City's assets.

DISCUSSION

The following sets forth a summary of the proposed policy updates and key changes. Redlined versions of the policies are also included as exhibits to this staff report.

Energy Efficiency Fund Policy, Policy No. 2.47

The policy establishes a structure for self-sustaining of funding future cost-effective energy efficiency projects in conjunction with continuing utility rebates and incentives. This fund is intended to be self-sustaining based on rebates and incentives received from a portion of the energy savings achieved by energy efficiency projects

Minor modifications are being proposed based on current operations and City Department structures. Additionally, the policy provides reference to the City Policy 3.9, Surplus Supplies, Materials, Vehicles and Equipment for the disposition or donation of these items made by the City.

Boards, Commissions and Committees Expenditure Policy, Policy No. 3.04

The policy provides for the creation of City Council appointed advisory groups on specific matters designated within their “enabling legislation”.

Modifications are being proposed based on current advisory group designations and departmental structures.

Donations, Policy No. 3.05

To establish policy and procedures for the acceptance of financial donations or donation of supplies, materials, vehicles and equipment.

Modifications are being proposed to clarify transactions related to the Moreno Valley Community foundation.

Budget Appropriation Adjustments, Policy No. 3.11

The policy was established to clarify the structure and provide procedures regarding concerning changes to appropriations (revenues and expenses) amount after the City Council adopts the budget.

Modifications are being proposed to include clarification of procedures for the removal or reduction of appropriations to align the budget with amended funding levels for a Fund.

Spending Guidelines for City Council Discretionary Funds, Policy No. 3.21 and Travel and Related Business Expenses (Elected Officials), Policy No. 3.20,

Policy 3.20 is being recommended to be rescinded and all contents shall now be contained within Policy 3.21. As both policies cover the use of travel and other business related expenses and reimbursements, the merging of the two policies will facilitate the activities permitted within.

Use of Outlook Calendar and Automated Scheduling, Policy No. 7.05

The policy was established to provide guidelines for the scheduling and maintenance of calendaring items for City staff and officials. Although Outlook is still the widely utilized scheduling system for City staff, it’s use is routine and continuation of such a policy is unnecessary, therefore it was recommended that the policy be rescinded.

Electronic Communication Policy, Policy No. 7.16

This policy was established to provide guidelines for the proper use of the City's electronic media and to set out the standards and laws applicable to the use of electronic media by City staff and City officials.

Modifications are being proposed to more clearly define designated officials and laws that govern the applicable use and prohibitions of use of electronic communications.

ALTERNATIVES

1. Approve the Recommended Actions as set forth in this staff report. This alternative is recommended so that the City's policies are formally updated to reflect current operational practices and to provide guidance.
2. Do not approve the Recommended Actions as set forth in this staff report. This alternative is not recommended since it will limit guidance for the future policies.

FISCAL IMPACT

No current fiscal impact.

NOTIFICATION

Publication of the City's agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Sharon Goodale
Management Analyst

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

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

Objective 1.6: Establish Moreno Valley as the worldwide model in logistics development.

ATTACHMENTS

- 1. Redline Policy # 2.47 Energy Efficiency Fund Policy
- 2. Redline Policy # 3.04 Boards Commissions and Committees Expenditure Policy
- 3. Redline Donations Policy No 3.05
- 4. Redline Policy # 3.11 Budget Appropriation Adjustments
- 5. Policy # 7.05 Outlook Calendar and Automated Scheduling
- 6. Redline Policy 3.21 Council Discretionary Funds
- 7. Redline Policy 716 Electronic Communication

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/13/20 6:25 AM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:21 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:33 PM

Energy Efficiency Fund Policy

PURPOSE: The purpose of the Energy Efficiency Fund is to provide a structured and cost effective approach for funding future cost-effective energy efficiency projects in conjunction with the continuing pursuit of utility rebates and incentives. The intent is for the fund to be self-sustaining based on rebates and incentives received, and from a portion of the energy savings achieved, by energy efficiency projects.

DEFINITIONS:

City Facility: A facility owned and operated (or leased by) the City of Moreno Valley.

Energy Efficiency Account: Appropriation for energy used at a City Entity where an Energy Project was implemented.

Energy Efficiency Fund (EEF): An established account in the Financial and Management Services Department of the City of Moreno Valley, which is dedicated to the sole purpose of energy efficiency.

Energy Efficiency Project: A construction or renovation project related to or including energy efficiency or renewable energy improvements. This would include new construction projects or retrofits that receive a Southern California Edison or Moreno Valley Utility rebate or Savings by Design rebate (SCE).

Rebates: Rebates are refunds of monies for the completion of energy efficiency projects or purchase of an energy saving item (Example: Lights, HVAC, refrigerator, etc.). The rebates could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund.

Incentives: Incentives could range from refunds of monies or a reduction on the rate paid on energy bill for an effort made to save kilowatts. Incentives are based on kilowatts saved. The incentive could be from any utility, and would include, but not be limited to, Southern California Edison, the Moreno Valley Utility, or Southern California Gas Company. The rebates are not regarded as repayment to the Fund

RESPONSIBILITIES:

The following Departments/Divisions will have a role in the process with the following primary responsibilities.

1. Community Development Department – Planning Division – Coordinate with affected departments on energy/solar audits, projects, rebate applications and implementation. Facilitate and track fund transfers and deposits to the Energy Efficiency Fund.
2. Finance and Management Services Department – Deposit rebates and incentives; Track and report on rebate/incentive deposits and fund transfers to the Energy Efficiency Fund.
3. ~~Public Works~~ – Facilities Maintenance – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
4. ~~Finance and Management Services Department~~ – City Electric Utility – The City Utility provides access to monitoring information for electricity use for City owned facilities.
5. Public Works – Capital Projects Division – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.
6. Parks and Community Services Department – Coordinate with Planning Division staff regarding energy/solar audits, rebate applications, and energy project implementation for their projects.

Deleted: Economic

Deleted: Administrative Services Department

Deleted: Public Works

POLICY:

- I. The City will deposit all rebates and incentives received from utilities for the purpose of energy efficiency related improvements to the established Energy Efficiency Fund. The utilities include, but are not limited

Approved by: City Council
06/11/2013
[Revised xx/xx/xxxx](#)

Energy Efficiency Fund Policy

to Southern California Edison, the Moreno Valley Utility, Southern California Gas Company, or other agencies.

- A. Energy efficiency projects include projects involving energy efficiency improvements that may be funded in whole or in part from Local, Federal or State funds, and/or the City's Energy Efficiency Fund.
- B. The Fund shall not be used for energy efficiency improvements if other sources of funding are available.

II. Fifty-percent of energy savings from energy efficiency projects shall be deposited to the Energy Efficiency Fund for a period of two years following installation and completion of each project. This deposit requirement shall not apply to new construction projects.

- A. For the calculation of savings, the savings will be determined based on a comparison of the energy usage prior to beginning work on the energy efficiency project to the energy usage following completion of the project. The baseline year calculation is the 12 month period of energy usage prior to the installation of the energy improvements. The after installation usage will be the energy used in the 12 months after installation is complete. The after installation usage will begin from the month following project completion (First full month on the utility bill with the energy improvement).

The savings will be calculated as the difference between the baseline year kWh (kilowatt hour) and the after installation year kWh (Baseline Year kWh - Year 1 or Year 2 Kwh). Once the kWh savings for year one and or year two are established the average cost per kWh is established. The average cost per kWh is the total 12 month cost divided by the total 12 month kWh of the utility bill (Total 12 month Cost/Total 12 month kWh). The average energy savings cost will be the difference between the baseline year and year 1 or year 2 kWh savings multiplied by the average cost per kWh in year 1 or year 2.

- B. The monies will be deposited to the fund prior to the end of the fiscal year in which each of the first two 12-month after installation periods end.

III. Administration of Fund

The Planning Division of Community Development will be responsible for administering the Fund, and coordinating with the Financial and Management Services Department. The Planning Division will be responsible for identifying the savings for each project.

Deleted: and Economic

IV. An Energy Efficiency Fund Review Committee shall be established to determine the projects that would receive funding. The Committee shall be comprised of six members. The members will include the Department Head or designated Division Manager from each the following departments: Community Development Department - Planning Division, Finance and Management Services Department, Parks and Community Services Department, Moreno Valley Utility, Public Works - Capital Projects Division, and Human Resources Department - Facilities Maintenance.

Deleted: and Economic

Deleted: Administrative Services

- A. The Committee shall meet on a biannual basis if there are funds to be allocated.
- B. The projects with the fastest estimated payback period shall be given priority.
- C. An eligible project may include any construction or retro-fit project that involves energy efficiency achieving an estimated payback period of 10 years or less.

Approved by: City Council
06/11/2013
[Revised xx/xx/xxxx](#)

Attachment: Redline Policy # 2.47 Energy Efficiency Fund Policy (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

City of Moreno Valley

General Management
Policy # 2.47
Page 3 of 3

Energy Efficiency Fund Policy

Approved by: City Council
06/11/2013
[Revised xx/xx/xxxx](#)

Attachment: Redline Policy # 2.47 Energy Efficiency Fund Policy (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

BOARDS, COMMISSIONS AND COMMITTEES EXPENDITURE POLICY

PURPOSE: Boards, commissions and committees have been created by the City Council to serve in advisory capacities, providing recommendations and assistance to the City Council on specific matters so designated within their "enabling legislation". To date, various appointive Council groups have been established.

POLICY: The existing created advisory boards and committees are as follows:

- I. Boards and Commissions:**

<ul style="list-style-type: none"> A. <u>Accessibility Appeals Board</u> B. <u>Arts Commission</u> C. <u>Environmental and Historic Preservation Board</u> D. <u>Library Commission</u> E. <u>Planning Commission</u> F. <u>Senior Citizens Advisory Board</u> G. <u>Traffic Safety Commission</u> H. <u>Utilities Commission</u> 	<ul style="list-style-type: none"> <u>City Manager's Office</u> <u>Parks and Community Services Dept.</u> <u>Community Development Department</u> <u>Library Services Department</u> <u>Community Development Department</u> <u>Parks and Community Services Dept.</u> <u>Public Works Dept./Transportation</u> <u>Fin. & Mgmt Serv. Dept./Electric Utility</u>
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Deleted: <#>Oversite Board Financial & Management Serv. Dept.¶

Deleted: <#>Community & Economic Development

- II. Committees:**

 - A. Parks, Community Services and Trails Committee, Parks & Recreation

Deleted: Boards and

Deleted: <#>Cultural Preservation Advis Committee . Community & Economic Development¶

<#>¶

<#>Citizens' Advisory Committee on Recr Trails Parks & Recreation¶

<#>¶

<#>Ecological Protection Advisory Committee . Community & Economic Development¶

<#>¶

<#>Library Advisory Board Library¶

<#>¶

III. Classification Criteria and Recommended Guidelines: Functionally, each category (A-B) listed above has a separate scope of authority and level of responsibility. Consequently, in establishing a policy for expenditures, staff would suggest the following tier:

- A. **Boards and Commissions:** (Listed and as amended from time to time.)
 1. Compensation, as provided by ordinance.
 2. Dinner meetings, if necessary, as recommended by the staff department; approved by the City Manager in advance of scheduling. No liquor is permitted at City expense; limited to three annually.
 3. Training - "In-service" seminars, conference registrations and related fees as recommended by the staffing Department Head and the City Manager, and as approved by the City Council in the annual budget, not to exceed \$150 per member. In addition, one California state meeting annually, as approved by the City Manager prior to the registration date, has been authorized for the Planning Commission. Each member may participate in the California League and/or a Planning Institute Conference, annually. However, the aggregate cost of these two conferences may not exceed \$7,500. No out-of-state travel will be approved unless authorized by the City Council prior to registration.
 4. Travel - Transportation via plane, bus, taxi, ride share vehicle or personal auto to and from those "in-service" training sessions authorized in (3) above. Travel reimbursement for use of personal auto for City business shall be consistent with current City administrative policy. Travel costs for spouses, children etc. must be paid directly by the Board/Commission member.

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Deleted: <#>Recreation Advisory Comm

Deleted: ¶

Redevelopment Project Area Committee . Comr Economic Development¶

¶

Senior Citizens Advisory Committee Parks & Recreation¶

¶

Traffic Safety Advisory Committee . Public Wo

Deleted: and

Approved by: City Council
February 26, 1991
Revised 11/25/03, / /19

Attachment: Redline Policy # 3.04 Boards Commissions and Committees Expenditure Policy [Revision 1] (3683 : APPROVE AMENDMENTS TO

City of Moreno Valley

Fiscal
Policy 3.04
Page 2 of 3

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BOARDS, COMMISSIONS AND COMMITTEES EXPENDITURE POLICY

5. Reimbursements - On occasion, reimbursements for certain expenses directly related to the conduct of duties and responsibilities of the role as Board member or Commissioner. However, no such reimbursement shall be made for personal travel to and from meetings, phone calls, personal lunches, snacks etc. not allowed, as per the approved City administrative travel policy.

B. Committees: (Listed and as amended from time to time.)

- 1. No compensation, unless specifically provided for by ordinance.
- 2. Dinner meetings, if necessary, as recommended by the staff department; approved by the City Manager in advance of scheduling. No liquor is permitted at City expense; limited to two annually.
- 3. Training - "In-Service" seminars, conference registrations and related fees as recommended by the staffing Department Head and the City Manager, approved by the City Council prior to registration. Costs included in the annual budget, not to exceed \$500.00 per Committee, annually.
- 4. Travel - Transportation via plane, bus, taxi, ride share vehicle or personal auto to and from those "in-service" training sessions authorized in (3) above. Travel reimbursement for use of personal auto for City business shall be consistent with the current City administrative travel policy.
- 5. Reimbursements - On occasion, reimbursements for certain expenses directly related to the conduct of duties and responsibilities of the role as Committee member. However, no such reimbursement shall be made for personal travel to and from meetings, phone calls, personal lunches, snacks etc. not allowed, as per the approved City administrative travel policy. Requests for potential reimbursements must be approved in advance of expenditure by the City Manager.

C. Task Forces: (Listed and as amended from time to time.)

- 1. No compensation.
- 2. Reimbursements - On occasion, reimbursements for certain expenses directly related to the conduct of duties and responsibilities of the role as Task Force Members. However, no such reimbursement shall be made for personal travel to and from meetings, phone calls, personal lunches, snacks etc. not allowed, as per the approved City administrative travel policy. Requests for potential reimbursement must be approved in advance of expenditure by the City Manager.

D. These policies and procedures have been adopted by the City Council in order to establish guidelines for the expenditure of funds by various appointive Boards, Commissions and Committees. Administrative procedures approved by the City Manager and implemented by the Finance Director

must be followed in the administration of this policy. These expenditures are subject to funds being appropriated and available in the annual budget for such purposes.

Approved by: City Council
February 26, 1991
Revised 11/25/03, / /19

Attachment: Redline Policy # 3.04 Boards Commissions and Committees Expenditure Policy [Revision 1] (3683 : APPROVE AMENDMENTS TO

DONATIONS

PURPOSE: To establish policy and procedures for the acceptance of financial donations or donation of supplies, materials, vehicles and equipment (collectively referred to as "property") made to or from the City or the Moreno Valley Community Foundation (MVCF). A uniform set of procedures shall be followed in the acceptance of or donation of property. Proper approval shall be obtained prior to acceptance. All cash and property donated to the City or MVCF shall be accounted for in accordance with the procedures set forth within this policy.

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POLICY: The City Council, or its designated representative, may accept or reject any gift made to or by the City or MVCF for any public purpose. The City or MVCF may utilize the gift as prescribed by the donor or, providing use of the gift or the income from it is not restricted, the gift may be used for any purpose that furthers goals and objectives as stated at the time of acceptance. (Ref. Government Code, Section 37354, Gifts and Bequests.)

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A gift will be deemed a gift to a public agency, and not a gift to a public official, if all of the following requirements are met: (a) the agency receives and controls the property; (b) the property is used for official agency business; (c) the agency determines the specific official or officials who shall use the property; and (d) the agency memorializes the receipt of the property in a written public record and the filing is done within 30 days of receipt of the payment by the agency. (Ref. California Code of Regulations, Section 18944.2)

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I. Definitions

A. Gifts: For purposes of this policy, the terms gift and donation shall be synonymous. Gifts may be a monetary contribution or Real or Personal property which the City has accepted, and for which the donor has not received anything of value in return from the City other than a tax benefit. Included within the scope of this policy are instances whereby a private business sponsors or co-sponsors an event on behalf of or in partnership with the City.

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B. Moreno Valley Community Foundation or MVCF: In 2007 the City established the Moreno Valley Community Foundation as a California non-profit public benefit corporation and applied for Federal income tax exemption under section 501(c)3.

II. Donations to the City or MVCF

A. Responsibility – Donations to the City: Responsibility for management of donations shall be decentralized. Each Department Head, with consent of the City Manager, shall have authority on behalf of the City to authorize acceptance of donations which value does not exceed \$5,000. Acceptance of any donations with value exceeding \$5,000 must be approved by City Council. The Financial & Management Services Department shall be responsible for managing all donations of cash and for the accounting and inventory of all donated items.

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B. Responsibility – Donations to MVCF: The Chief Financial Officer, with consent of the City Manager, shall have authority to accept donations which total value does not exceed \$5,000. Acceptance of any donations with value exceeding \$5,000 must be approved by City Council. The Financial & Management Services Department shall be responsible for managing all donations of cash and for the accounting and inventory of all donated items.

C. Solicitation of Gifts: The City Manager must authorize City staff before they approach companies or organizations to request donation of goods, services, or funds to facilitate the achievement of identified City or MVCF goals. No such solicitation shall be made without the approval of the City

Approved by: City Council
May 14, 1991

Revised 10/16/02, 06/04/19, xx/xx/2019

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

DONATIONS

Manager.

D. Unsolicited Gifts: Unsolicited donations shall be accepted only if they have a valid use to the City or MVCF as determined by the receiving Department.

1. Donors who wish to make a gift shall be referred to the appropriate Department Head. Those gifts not specific to a given department shall be referred to the Chief Financial Officer.
2. In the event that the offered item does not have any practical use for the department to which it has been presented, the donor shall be referred to the Chief Financial Officer. Neither City nor MVCF can accept donations of property where legal ownership or title to that property is in question.
3. Donors shall be encouraged not to place restrictions on the use of a donated item, allowing the City as much flexibility as possible in determining its use and liquidation.

E. Conditions for accepting/rejecting donations: The following are criteria which may be applied in determining if a donation is appropriate for acceptance:

1. Would use of the item be consistent with existing City policy or MVCF goals?
2. Would the maintenance or operating costs associated with the gift be excessive?
3. Do proposed or imposed conditions or restrictions upon use or disposition of the item make it impractical to accept?
4. Is required accounting of acceptance or use of the item excessively burdensome?
5. Would the item require extensive repair or maintenance, and if so, are means readily available to do so?
6. Does use of the item require the purchase of additional material or equipment to serve the purpose of the gift?
7. Would acceptance of the item present a conflict of interest for the City, MVCF or any of its employees? Regardless of the value of the donation, if the Donor is a contractor, potential contractor or there is reason to believe there may be a conflict of interest, then the offer shall be referred to the City Manager who will determine if the gift will be accepted, rejected or submitted to Council for approval.

III. Procedures

A. Non-monetary gifts valued at \$5,000 or less: Any single donation whose total value, as determined by the Donor, is \$5,000 or less.

1. A Donation Receipt Form will be completed when donations are received, with the form completed by City staff (Attachment I). A copy of the form will be provided to the Donor, Department Head and the Financial & Management Services Department. If the item is a capital asset, inventory and records shall be retained, as applicable.

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Deleted: If the gift may be of potential value, notice circulated to each Department Head to determine if it utilized elsewhere. The Donor will be notified whether will accept the offered gift.

Deleted: If the item obviously has no use to the City or more effectively used elsewhere, the donor will be informed immediately and referred to an appropriate agency by Financial Officer.

Proof of Ownership:

Deleted: If there is a material question as to the legal ownership of the offered item, proof of ownership shall be requested. Such proof of ownership may include but not limited to copy of purchase order, receipt for purchase signed affidavit verifying ownership

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Deleted: Staff shall work with the donor to assure restrictions are reasonable and do not leave the donor unrealistic expectations regarding use or life of the item (e.g., if a tree is donated it could die or be moved)

Deleted: Do proposed or imposed conditions or restrictions on disposition of the item make it impractical to accept?

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Approved by: City Council

May 14, 1991

Revised 10/16/02, 06/04/19, xx/xx/2019

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

DONATIONS

- 2. The City will not place any value on the gift for the Donor. The Donor shall provide proof of current market value. If real property is donated, a current appraisal report or other form of valuation will be required.
- 3. The Department Head will promptly acknowledge each gift by letter, thanking the donor for the gift. Sample form letter (Attachment II) is included.
- 4. The Chief Financial Officer shall be notified of the acceptance of any capital asset. Finance & Management Services Department shall make the necessary entries on the respective accounts and property records to insure that the property is recorded to the account of the proper City or MVCF program. This reporting must take place no later than 30 days after the receipt of the donated item.
- 5. _____

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B. Non-monetary gifts valued at more than \$5,000:

- 1. Any gift valued at more than \$5,000, as determined by the Donor, cannot be accepted without City Council approval. Subsequent to Council's acceptance, procedures for acceptance of gifts in excess of \$5,000 shall be the same as those in Section A above.

Deleted: If the gift is a capital asset of the type that is ordinarily handled by an asset manager, the recipient Department staff must collaborate with the appropriate manager before accepting the gift. Once received, for purposes, the asset manager must also be notified that received

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C. Cash Gifts:

- 1. Depositing Cash Gifts: All cash gifts shall be deposited immediately with the Financial & Management Services Department in accordance with the City's cash collection policy and procedure and shall be accompanied by a copy of the Donation Receipt Form. Cash donations shall be deposited in the appropriate restricted or unrestricted revenue account within the appropriate fund.

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2. Restricted Cash Donations:

- a) Donation Receipt: Restricted cash donations must be supported in Financial & Management Services Department files by the Donation Receipt Form signed by the Donor, which identifies the name of the Donor, the amount and date of the donation, and the nature of the restriction ,if any.
- b) Deposit of Restricted Cash Donations: Donations shall be deposited in a revenue account, which will be managed by the Chief Financial Officer. This fund shall be utilized by all depositing departments. Upon receipt of donated cash, the department shall submit a copy of the Donation Receipt Form to the Chief Financial Officer at which time an account number will be assigned to the donation.
- c) Council Authorization: A request for authorization must be sent to City Council in the form of a budget adjustment and approved by the Council before a restricted cash donation is spent for its intended use. The staff report to Council must state the name of the Donor, the amount of the donation, the date the donation was received and the nature of the restriction. A copy of the staff report must be submitted to the Chief Financial Officer to confirm expenditure authority.

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- d) Procedures for Expending Donated Cash: The donation may be liquidated by the

Approved by: City Council
 May 14, 1991
 Revised 10/16/02, 06/04/19, xx/xx/2019

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

DONATIONS

expending department when an approved purchase is made. Any over-expenditures will be charged to the department's operating budget. Funds shall remain in this account until they are entirely expended in accordance with the terms of the donation. Donations must be spent based upon the directions as set forth in the Donation Receipt Form. A minimum of 90% of the donated funds must be utilized for the stated purpose. The remaining balance shall be deposited into the General Fund for administration costs, once the purpose of the donation has been achieved.

e) Alternate Disposition of Donated Cash: As stated in the Donation Receipt Form, Donors must agree that although the City or the MVCF may only use the funds for the restricted purpose identified, if that purpose is longer available (e.g. donation to maintain a park, but the park is sold) those funds may be reallocated to a similar purpose (e.g. maintain an alternative park) at the discretion of the City or MVCF.

3. Unrestricted Cash Donations: Unrestricted cash donations shall be deposited in an unrestricted revenue account in the General Fund of the City or the MVCF.

IV. City Donations

A. Donations made by the City shall be processed per City Policy 3.9, Surplus Supplies, Materials, Vehicles and Equipment.

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Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

Approved by: City Council
May 14, 1991

Revised 10/16/02, 06/04/19, xx/xx/2019

City of Moreno Valley

Fiscal
Policy #3.05
Page 5 of 7

DONATIONS

CITY OF MORENO VALLEY
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805
(909) 413-3000

Attachment I

DONATION RECEIPT FORM

Date _____
Donor Name _____ Telephone (____) _____
Address _____
City _____ State _____ Zip _____

DONATION DESCRIPTION:

CASH _____ CHECK _____ PROPERTY _____
(amount) (amount)

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Description (be specific) _____
Total estimated value (estimated by Donor) _____
____ Deposit with CITY; or ____ Deposit with MVCF
____ UNRESTRICTED; or ____ RESTRICTED

CITY Restrictions*	MVCF Restrictions*
Event:	Education:
Project:	
Facility:	
Other:	Other:

* Although the City or the MVCF intends to use the funds for the restricted purpose identified, if that purpose is no longer available (e.g. donation to maintain a park, but the park is sold) those funds may be reallocated to a similar purpose (e.g. maintain an alternative park or public trail) at the discretion of the City or MVCF

Please accept this donation on my behalf. I understand the conditions of the donation and agree to such terms and conditions.

Donor: _____ Date: _____
Signature
Received by: _____ Date: _____
Signature of City Employee/Department

Approved by: City Council
May 14, 1991
Revised 10/16/02, 06/04/19, xx/xx/2019

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

City of Moreno Valley

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DONATIONS

The contribution was classed and handled in the following manner:

- ___ Item was issued a City I.D. number and is located at _____
- ___ Item has short life span. Not classed as a fixed asset.
- ___ Unrestricted cash or check deposited in General Fund of MVCF, account number _____
- ___ Restricted cash or check placed in General Fund or MVCF, account number _____
for use in: _____
- ___ Other (explain) _____

Chief Financial Officer signature _____ Date _____

Approved by: City Council
May 14, 1991
Revised 10/16/02, 06/04/19, [xx/xx/2019](#)

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

City of Moreno Valley

Fiscal
Policy #3.05
Page 7 of 7

DONATIONS

Thank you for your generous donation!

Attachment II

Date

Name of Donor
Address
City/State/Zip

Dear (Donor name):

On behalf of the City of Moreno Valley and the (Department), we wish to thank you for your recent donation of (item).

We appreciate your generosity and thoughtfulness. Your donation will enable the City to continue its tradition of quality service to the community.

Sincerely,

(Department Head Name)
(Department Head Title)

Approved by: City Council
May 14, 1991
Revised 10/16/02, 06/04/19, [xx/xx/2019](#)

Attachment: Redline Donations Policy No 3.05 (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

City of Moreno Valley

Fiscal
Policy # 3.11
Page 1 of 4**BUDGET APPROPRIATION ADJUSTMENTS**

PURPOSE: The City Council adopts the Citywide Budget at the Fund Level. The City of Moreno Valley's financial system is organized around a structure of: Fund, Department, Division, Section and Account Code (e.g. 1010-10-01-91010-611110). The City maintains this type of formal structure to maintain accountability over the assets and other financial resources for which it has control. The purpose of this document is to establish policies and procedures regarding changes to appropriation (revenues or expenses) amounts after adoption of the Budget by the City Council.

SCOPE: The policy and procedures shall apply to the following types of budget appropriation adjustments:

Type A: New or increased appropriations necessary to fund service level changes, new programs, fixed assets, and capital project expenditures in excess of an approved budget within a Fund.

Type B: New or increased appropriations with offsetting revenues within the same Fund, such that there is no net budgetary impact.

Type C: Transfer of budget amounts from one Department, Division, Section, or Account to another within the same Fund. The budget transfer shall not result in an increase in the overall Fund budget.

Type D: Removal or reduction of appropriations necessary to align budget with amended funding levels, including, but not limited to, projects, grants, etc. Must be ratified by Council at the next quarterly budget review.

POLICY: Budget appropriation adjustments shall be processed at such time it is determined that additional funds are needed. Since the City Council adopts the Citywide Budget at the Fund Level, Council will review for approval any adjustments at the Fund level. This shall apply to operating budgets as well as capital improvement budgets.

I. Procedures and Approvals Required:

- A. Type A: New or increased appropriations, which increase the overall budget for a Fund. These types of transactions require the use of existing reserves or fund balance, since there is no offsetting revenue.
1. New or increased appropriations with the use of reserves or fund balance shall require City Council approval. A staff report must be submitted by the requesting Department along with any applicable attachments describing the appropriation request. The staff report shall be uploaded and processed through the agenda processing software for proper public notification and review.
 2. The budget appropriation adjustments presented within the staff report must be approved by the City Council prior to the amendment of any budgets.
 3. Once approved by the City Council, the Department enters a budget adjustment journal within the current accounting software. Supporting documentation must include, but is not limited to, the staff report that went before City Council and Council Summary of Actions.
 4. The budget adjustment journal shall be processed and approved within the accounting software. This type of appropriation adjustment shall require the following approvals within the accounting software:

Approved by: City Manager
August 31, 1994Revised: 5/15/09; 10/05/2017; 07/01/2019

BUDGET APPROPRIATION ADJUSTMENTS

Requestor: Program/Division Manager or designee
 Approval: Division Manager
 Approval: Department Head
 Approval: Financial Resources Division Manager/Budget Officer
 Approval: Chief Financial Officer/City Treasurer
 Posted: Financial Operations Staff

B. Type B: New or increased appropriations within the same Fund, with offsetting revenues; no net budgetary impact or use of reserves or fund balance.

1. The City Council has delegated authority to the City Manager to approve such appropriations per City Council Resolution No. [2019-27](#).
2. The Department shall prepare a budget adjustment journal within the current accounting software for approval processing. Supporting documentation must include, but is not limited to, the Budget Performance Report to identify existing budget amounts, and documents identifying the source of revenues and use of funds.
3. The budget adjustment journal shall be processed and approved within the accounting software. This type of appropriation adjustment shall require the following approvals in the accounting software:

Requestor: Program/Division Manager or designee
 Approval: Division Manager
 Approval: Department Head
 Approval: Financial Resources Division Manager/Budget Officer
 Approval: Chief Financial Officer/City Treasurer
 Approval: City Manager or designee (depending on signature authority level required)
 Posted: Financial Operations Staff

C. Type C: Transfer of budget amounts from one Department, Division, Section, or Account to another within the same Fund. The budget transfer shall not result in an increase in the overall Fund budget.

1. The Department shall prepare a budget adjustment journal within the current accounting software for approval and processing. Supporting documentation must include, but is not limited to, the Budget Summary Report to identify existing budget amounts and a description of the purpose of the transfer. If the adjustment occurs across Departments and/or Divisions, concurrence of the adjustment shall be included as part of the documentation or approvals.
2. The budget adjustment journal shall be processed and approved within the accounting software. These types of adjustments shall require the following approvals within the current accounting software:

Requestor: Program/Division Manager or designee
 Approval: Division Manager
 Approval: Department Head(s)
 Approval: Financial Resources Division Manager/Budget Officer
 Approval: Chief Financial Officer/City Treasurer

Approved by: City Manager
 August 31, 1994

Revised: 5/15/09; 10/05/2017; [07/01/2019](#)

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BUDGET APPROPRIATION ADJUSTMENTS

Approval: City Manager or designee (depending on the signature authority level required)
Posted: Financial Operations Staff

D. Type D: Removal or reduction of appropriations, which decreases the overall budget for a Fund. These types of transactions are a result of a projects being completed under budget with special revenues or granting agencies advising the City of revised funding levels after the initial grant award. The City takes the most conservative approach to protecting fund balance by removing the appropriations so no accidental spending may occur.

1. The Department shall prepare a budget adjustment journal within the current accounting software for approval processing. Supporting documentation must include, but is not limited to, the Budget Performance Report to identify existing budget amounts, and documents identifying the reduction of revenues and appropriations.

2. The budget adjustment journal shall be processed and approved within the accounting software. These types of adjustments shall require the following approvals within the current accounting software:

Requestor: Program/Division Manager or designee
Approval: Division Manager
Approval: Department Head(s)
Approval: Financial Resources Division Manager/Budget Officer
Approval: Chief Financial Officer/City Treasurer
Posted: Financial Operations Staff

3. Financial & Management Services must include the transaction in the next quarterly budget review staff report for Council ratification. The staff report shall be uploaded and processed through the agenda processing software for proper public notification and review.

II. City Council Staff Reports

A. The recommendation and fiscal impact sections of the staff report to City Council should include specific reference to the nature of the appropriation adjustment.

1. If the adjustment is to increase/decrease an amount of an existing budgeted project or program within a Fund, the Fiscal Impact Section of the staff report shall include proper account codes.
2. If the request is for a new Section or Account within a Fund, the report should indicate the proposed funding sources and amounts of appropriations required. If expenses shall be funded through the use of reserves and fund balance, this shall also be noted within the Fiscal Impact Section of the staff report.
3. If new revenue sources are associated with the proposed adjustment (i.e., grants, special revenues, etc.) within a Fund, these sources should be included and identified in the Fiscal Impact Section of the staff report so that appropriate accounts can be adjusted.
4. The following page provides sample language and further directions for use with drafting a staff report:

Approved by: City Manager
August 31, 1994

Revised: 5/15/09; 10/05/2017; 07/01/2019

City of Moreno Valley

Fiscal
Policy # 3.11
Page 4 of 4

BUDGET APPROPRIATION ADJUSTMENTS

RECOMMENDED ACTION

1. Approve budget adjustments as set forth in the Fiscal Impact section of this report.

FISCAL IMPACT

Review the fiscal impact of the alternatives presented to Council. Address the source of funding. Be specific about any budget modifications or appropriations needed, specifying accounts for fund transfers. Address any future ongoing liabilities.

Clearly indicate whenever a project or program funding is restricted for specific purposes, e.g., Gas Tax funds may be used only for streets and road purposes. Comments to be written in a manner easily understood and bolded for emphasis.

Provide a detailed table identifying the budget adjustments/appropriations to occur.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Receipt of Grant	ASES	2202-50-58-75312-486000	Rev	\$4,559,850	\$270,750	\$4,830,600
Administration	ASES	2202-50-58-75312-611110	Exp	\$47,700	\$15,175	\$62,875
Contract Services	ASES	2202-50-58-75312-625099	Exp	\$4,461,075	\$255,575	\$4,716,650

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Approved by: City Manager
August 31, 1994
Revised: 5/15/09; 10/05/2017; [07/01/2019](#)

Attachment: Redline Policy # 3.11 Budget Appropriation Adjustments (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

USE OF OUTLOOK CALENDAR AND AUTOMATED SCHEDULING

PURPOSE: Microsoft Outlook for the purpose of calendar and schedule maintenance calendar and automated scheduling features.

DEFINITION: **Appointment:** Appointments scheduled by individual users to appear on their calendar.
Meeting: Appointments scheduled by one user to include multiple individuals.
Resource: Items available for use by staff, such as conference room, camera, projector, etc.

POLICY:

I. Appointment Calendar:

- A. All network users are to utilize the Outlook calendar and its electronic scheduling functionality for appointments and meetings with four or more participants.
- B. Users are responsible for keeping their calendars up-to-date.
- C. Appointments with the Mayor and Councilmembers shall be scheduled through the Council secretaries only.

II. Scheduler:

A. Meetings:

1. Automated scheduling (i.e., Meeting Requests) should be used to schedule meetings with four or more city personnel.
2. The attendee availability function must be used to check for potential scheduling conflicts prior to sending a meeting request.
3. The subject line of the Meeting Request should contain information regarding the nature of the meeting, the organizer's name and their extension number (e.g., Technology Services Weekly Staff Meeting - Denise x3042).
4. It is the meeting organizer's responsibility to ensure that all requested attendees have accepted the meeting. It is also the organizer's responsibility to notify all interested parties of any modification to the scheduled meeting.
5. Potential attendees must reply to all meeting requests. If declining, the respondent should edit the response to provide the organizer with an explanation.

D. Resources:

1. All conference rooms and items available for staff use, (e.g., LCD Projector) will be set up in the "Resources" Address Book and monitored by a designated employee as assigned by his or her department head.
2. Employees assigned to monitor resources will arrange back-up support for this task to provide for planned or unplanned absences from the office.
3. With department head approval, the resource manager may request assistance from Technology Services

Approved by: City Manager

March 15, 1993

Revised: 12/31/97; 3/15/00; 8/30/02

USE OF OUTLOOK CALENDAR AND AUTOMATED SCHEDULING

to automate resource responses to accept or decline "invitations" without user intervention.

4. The subject line of the resource request should contain information regarding the nature of the meeting or activity in which the resource will be utilized, the name of the staff member making the request, and his or her extension number (e.g., Technology Services Weekly Staff Meeting - Denise x3042)
5. Response to requests for conference room resources, whether manual or automated, will be accomplished in a timely manner.
6. Resources such as the LCD projectors or other portable equipment reserved through the Outlook System must be returned as soon as they are finished being used.

City of Moreno Valley

Fiscal
Policy # 3.21
Page 1 of 10

**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

PURPOSE: This policy is intended to establish spending guidelines for City Council Discretionary Funds and to provide clarity in determining what expenses are reimbursed to City Elected Officials by the City of Moreno Valley ("The City") in order to enhance public confidence in the oversight of expenses incurred by City Elected Officials. This policy applies to the members of the City of Moreno Valley City Council.

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BACKGROUND: Each year with the adoption of the budget, City Council members are appropriated travel and training budgets along with an equal amount of discretionary funds to be used for allowable city business expenses. The Mayor receives an additional amount, referred to as the "Mayor's Differential." The purpose of these guidelines is to clarify the allowable and unallowable use of such funds. These guidelines are not intended to supersede, but rather coexist with provisions of the City's Procurement Policy (Policy # 3.18).

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POLICY:

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I. General

A. California Assembly Bill 1234 requires the adoption of reimbursement policies that specify necessary and reasonable expenses that demonstrate a substantial benefit to the City.

I. Some of these necessary and reasonable expenses that would be beneficial to the City include:

i. Discussing community concerns with regional, state and national government representatives;

ii. Participating in regional, state and national organizations whose activities affect the City;

iii. Attending educational seminars designed to improve the skills and information levels of officials; and

iv. Promoting public service and morale by recognizing such service.

B. This policy establishes business expense guidelines for members of the City Council subject to the Ralph M. Brown Act and California Constitution provisions governing open meetings, including the City Council, pursuant to the requirements of AB 1234.

C. This policy specifies the kinds of activities that will be reimbursable for expenses incurred in the performance of the official duties of the City Council.

I. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines and the guidelines established in Fiscal Policy #3.03 - Travel and Related Business Expenses.

D. This policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should always prevail is to use good judgment and economy in the use and stewardship of City funds.

E. This policy also applies to any charges made to a City credit card (Cal-Card), cash advances or other line of credit.

F. If an official wish to seek reimbursement for something that has not been adopted by this policy, then the official has the option of seeking prior approval for such reimbursement by action of the City Council.

II. Determination of Amounts and Approval of Council's Annual Discretionary Funds

Approved by: City Council
July 11, 2006; January 21, 2020

Attachment: Redline Policy 3.21 Council Discretionary Funds [Revision 3] (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

- A. At the beginning of each fiscal year, each Council member will receive an identical amount of discretionary funds as part of the City Manager’s recommended budget.
- B. In addition to receiving his/her share of discretionary funds, the Mayor shall receive an additional amount referred to as the “Mayor’s Differential”, as recommended by the City Manager.
- D. The amounts of the discretionary funds and Mayor’s differential shall be officially approved by City Council action through the adoption of the final budget.

Deleted: The Mayor’s Differential shall be divided equally between the two Council members holding office of Mayor during the fiscal year.

Deleted: C. The amount of discretionary funds budgeted in Year One of the two-year budget will be determined by the City Manager, and may be adjusted in Year Two by any inflationary factor authorized by the City Manager relative to services and supplies.

III. Acknowledgement of Regular City Council Program Budget and Allowable Expenses

- A. In addition to the Council discretionary funds, the City Council is appropriated funds for its regular City operations, including salaries and benefits of staff, contractual and other services, materials and supplies, and fixed assets. The difference between the discretionary funds and the regular department budget is the manner in which the funds are to be used. The regular City Council budget is considered “pooled” funds for all Council members, whereas the discretionary funds are for use by individual Council members for City purposes.
- B. Certain expenses, which are considered unallowable for discretionary fund purposes, are approved for use in the regular Council budget. These include flowers, plants, thank-you cards and similar items to acknowledge certain individuals. As a guideline, these expenses should be limited to \$100 per occurrence.

IV. Allowable and Unallowable Uses of Council Discretionary Funds

- A. **Allowable Uses.** As a general overriding principle, allowable uses include expenses that are necessary for the conduct of City business within the framework of established City policies. Specific allowable expenses include the following:
 1. Travel costs related to City business, including transportation, lodging, meals, and conference registration, in accordance with the City Travel Policy.
 2. Special community events, such as recognition dinners and business functions. The cost for spouses or others are not allowable.
 3. Purchase of equipment and other tangible property, but generally limited to \$250 per item, and in accordance with the City Procurement Policy. Software purchases must be coordinated with the Technology Services Division to ensure compatibility with City equipment and policy.
 4. Small promotional items, including City pins to be used as gifts for visiting dignitaries, such as Sister City officials. Distributing candy to spectators while participating in a City-sponsored parade is considered a small promotional item.
 5. Support of non-City programs that benefit the community as a whole, such as child reading programs.
 6. Any tangible property with intrinsic value and purchased with discretionary funds shall remain property of the City of Moreno Valley.
- B. **Unallowable Uses:**

Approved by: City Council
July 11, 2006: [January 21, 2020](#)

**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

1. The California Constitution prohibits gifts of public funds. Charitable contributions are gifts, and this prohibition has implications for charitable giving by public agencies.
2. A State Attorney General opinion prohibits public officials from using public funds to purchase meals of third parties.
3. Flowers and plants to commemorate the passing of an important community leader or citizen, are not an allowable use of discretionary funds, but are considered an appropriate expense from the Regular City Council budget.
4. Memorial donations to not-for-profit, social justice, and religious organizations, are not allowable. Memorial donations in cash to charitable agencies are prohibited by law.
5. Personal gifts, including gifts to City staff, other council members, constituents or other private parties.
6. Personal, non-City goods or services, even if the intent was to reimburse the City.
7. Expenditures which are inconsistent with Council policy, unless specifically authorized by City Council vote.
8. Political fundraisers or events.

C. Council Approval of Discretionary Fund Spending

1. At any time, a City Council member may ask for specific City Council approval to use discretionary funds. Such requests will be handled as agenda items at regular City Council meetings.

D. Preparation of Expense Reports

1. Each Council member is responsible for accurate reporting and documentation of allowable expenses claimed and such reporting shall comply with the legal requirements of AB 1234.

V. Travel Authorization & Expense Reporting ("Travel Form")

A. The "Travel Form" is a mandatory document whether or not one expects to receive a travel advance or reimbursement for business related travel expenses.

1. Note: Always use the most up-to-date Travel Form located on the City's Intranet under the "Forms Library" Tab → Financial Forms.

B. Travel Form - Part I "Travel Authorization"

1. Prior to any travel, the City Official must complete Part I "Travel Authorization" of the Travel Form.

i. Part I of the Travel Form requires the official to estimate the total cost of the requested travel and provide documentation of cash advances, vendor payments and credit card

Approved by: City Council
July 11, 2006; January 21, 2020

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**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

purchases.

- ii. Equally important, Part I serves as documented authorization to travel on City business and helps identify when the official is traveling on behalf of the City in case of an accident or other incident.

C. Authorized Expenses

- 1. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this policy are met:

- i. Communicating with representatives of regional, state and national government on City adopted policy positions;
- ii. Attending educational seminars designed to improve the skill and information levels of officials;
- iii. Participating in regional, state and national organizations whose activities affect the City's interests;
- iv. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
- v. Attending City and community events as a representative of the City;
- vi. Implementing a City approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member; and
- vii. Attending meetings such as those listed above for which a meeting stipend is expressly authorized under this policy.

- 2. All other expenditures require prior approval by the City Council. The following expenses also require prior City Council approval:

- i. International travel;
- ii. Expenses which exceed the annual limits established for each office holder;
- iii. Expenses exceeding \$6,000 per trip.
- iv. Note: Travel with a total cost of \$100 or less does not require the submission of a Travel Form.

1) A Petty Cash Request may be submitted for reimbursement and will be reimbursed per the Petty Cash Policy (Fiscal Policy #3.01).

- 3. City funds, equipment, supplies (including letterhead), and staff time must only be used for authorized City business.

D. Travel Form - Part II "Expense Reporting"

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**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

1. Upon *returning* from a trip, a final accounting of the travel is made by completing Part II "Expense Reporting" of the Travel Form; with the completed form being submitted to the Financial and Management Services Department within **15 workdays**.
2. Expense reporting is required in all cases.
 - i. This is mandatory whether or not the advance received is equal to the expenses incurred, whether the official is eligible for additional reimbursement, or whether money is owed to the City.
3. If the official owes the City for the unused balance of a cash advance (other than per diem), they should pay the amount due to the Financial and Management Services Department cashier and attach the receipt to their Travel Form.
4. If the City owes the official money, they may request reimbursement by forwarding the Travel Form to the Financial and Management Services Department along with a Request for Direct Pay.
 - i. Requests for reimbursement by direct pay will be processed on the next available Accounts Payable check run, if submitted by the normal Accounts Payable deadline, but no later than ten workdays following receipt.
 - ii. If the amount requested is \$100 or less, a Petty Cash Request may be submitted for reimbursement.
 - a) Requests for reimbursement by petty cash will be reimbursed per the Petty Cash Policy (Fiscal Policy #3.01).
5. A final accounting of all expenses related to the trip must be submitted and approved by the City Clerk.
 - i. The official must complete Part II of the Travel form and sign the report attesting to its accuracy.
 - ii. The official must then submit the form, including all required receipts and supporting documentation of expenses, to the City Clerk for approval.
 - iii. The City Clerk is responsible for ensuring that:
 - a) All expenses are reasonable, necessary and consistent with these guidelines.
 - b) Any required receipts are attached.
 - c) The final disposition is correct (balance due City Official or City).
 - d) Any amounts due to the City are fully reimbursed.
 - e) Final accounting of all expenses related to the trip is submitted to the Financial and Management Services Department within **fifteen workdays** following the officials completed travel.

Approved by: City Council
July 11, 2006; January 21, 2020

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**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
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E. Unauthorized Expenses

1. Examples of personal expenses that the City will not reimburse include, but are not limited to:
 - i. The personal portion of any trip;
 - ii. Political or charitable contributions or events;
 - iii. Family expenses, including partners' expenses when accompanying official on agency related business, as well as children or pet related expenses;
 - iv. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
 - v. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
 - vi. Personal losses incurred while on City business.
2. No reimbursement shall be made for personal expenses not provided by this policy or the approved City administrative travel policy. (Fiscal Policy #3.03)

F. Cash Advance Policy

1. On occasion, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf.
 - i. Such request for an advance should be submitted to the Financial & Management Services Department no later than 7 working days prior to the need for the advance with the following information:
 - a) The purpose of the expenditure(s);
 - b) The benefits of such expenditure to the residents of the City;
 - c) The anticipated amount of the expenditure(s) (for example: hotel rates, meal costs and transportation expenses) ; and
 - d) The dates of the expenditure(s).
2. Any unused advance must be returned to the City Treasury within two business days of the official's return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.
3. In the event the Financial & Management Services Department is uncertain as to whether a request complies with this policy, such individual must seek resolution from the City Council.

Approved by: City Council
July 11, 2006; January 21, 2020

**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

VI. Travel

A. The City will pay for legitimate and reasonable travel-related business expenses, including transportation, lodging, registration fees, meals, and any other related expenses if they are for official business and fit within these guidelines and those established in Fiscal Policy #3.03.

B. Transportation

1. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.

i. Government and group rates must be used when available.

2. Airfare – Airfares that are equal to or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), California State Association of Counties (<http://www.counties.org/discount-travel-program>) and State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.

3. Automobile – The reimbursed mileage rate for use of a private vehicle for City travel will be at the current Standard Federal Mileage Rate set by the IRS.

i. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle.

ii. This amount does not include bridge and road tolls, which are also reimbursable.

iii. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

iv. If an official already receives a monthly vehicle allowance, a total of 50 miles must be deducted for each one-way travel to or from the authorized City business travel destination.

4. Car Rental – Rental rates that are equal or less than those available through the State of California's website (<http://www.caltravelstore.com/>) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

5. Taxis/Shuttles/Ride Share Services – Taxis, shuttles or ride sharing fares may be reimbursed, including up to a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

6. Reasonable incidental travel costs such as parking, tips, gratuities, etc. shall be reimbursed.

7. Expenses for which City officials receive reimbursement from another agency are neither reimbursable nor reportable through the City.

C. Lodging

1. Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

Deleted: <#>Credit Card Use Policy¶

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<#>The City does not issue credit cards to individual office holders but does have an agency credit card selected City expenses. ¶

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<#>City office holders may use the City credit card for such purposes as airline tickets and hotel reservations following the same procedures as for cash advances. ¶

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<#>City credit cards may not be used for personal or other non-City expenses, even if the official subsequently reimburses the City. ¶

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<#>A final accounting of all expenses related to business travel must be submitted in accordance with the appropriate administrative travel policy. (Fiscal Policy #3.3) ¶

Deleted: <#>This policy is designed to provide guidelines specific to Elected Officials; please refer to Fiscal Policy #3.3 - Travel and Related Business for further information regarding additional City guidelines for business travel. ¶

Approved by: City Council
July 11, 2006; January 21, 2020

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**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

- i. Conferences/Meetings – If such lodging is in connection with a conference, lodging expenses shall not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, see next section.
- ii. Other Lodging – Travelers must request government rates, when available. Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.
- iii. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence reimbursable, when available.

D. Meals

1. This policy recognizes that legislative and other regional, state and federal agency business is frequently conducted over meals; sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns.
2. Each meal expenditure must comply with the limits and reporting requirements of local, state and federal law.
3. Reimbursable meal expenses and associated gratuities will not exceed the following rates:

a. Breakfast:	\$15.71
b. Lunch:	\$23.56
c. Dinner:	\$44.50
4. Such amounts will be annually adjusted to reflect changes in the cost of living in accordance with statistics published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, all urban consumers for the Southern California area. (The annual adjustment will be based on this area whether travel is within the area or not.)
5. The City will not pay for alcohol/personal bar expenses.

VII. Communications

A. Telephone/Fax/Cellular

1. Officials will be reimbursed for actual telephone and fax expenses incurred on City business.
 - i. Telephone bills should identify which calls were made on City business.
2. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.

Approved by: City Council
July 11, 2006; January 21, 2020

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**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

B. Internet

1. Officials will be reimbursed for reasonable Internet access connection and/or usage fees away from home, if Internet access is necessary for City-related business.

VIII. Expense Reporting Requirements

- A. Officials must submit their expense reports within 15 workdays of an expense being incurred, accompanied by receipts documenting each expense.

4. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

5. All expenses are subject to verification that they comply with this policy.

B. Reports to Legislative Bodies

1. At the following meeting of the City Council, each official shall briefly report on meetings attended at City expense.

2. The report may be either a written or oral report. The report should be agendaized to comply with Brown Act requirements.

3. The report need not disclose details of confidential conversations, but shall disclose the date and place of the meeting and its general subject matter.

4. If multiple officials attended the same event, a joint report may be made.

C. Compliance with Laws

1. City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws.

- i. For example, meals are considered "gifts" to legislators that must be reported by them if the total value of gifts given from the City exceeds \$50 in a year; there also is an annual gift limit.

2. All agency expenditures are public records subject to disclosure under the Public Records Act.

IX. Cal Card

- A. In lieu of seeking reimbursement for use of discretionary funds or travel and training funds, City Council members may be authorized to use a City issued Procurement Card (CAL-Card). The acceptance of and use of such CAL-Card must be in compliance with Procurement Policy #3.18, with certain modifications:

1. Any transaction or expenditure through the CAL-Card must be eligible through either discretionary or travel and training funds available for each Council Member.

Approved by: City Council
July 11, 2006; January 21, 2020

**SPENDING GUIDELINES FOR CITY COUNCIL DISCRETIONARY FUNDS AND
TRAVEL RELATED BUSINESS EXPENSES (ELECTED OFFICIALS)**

2. All expenditures must comply with all applicable policies, including but not limited to, Procurement Policy #3.18 and Spending Guidelines for City Council Discretionary Funds and Travel Related Business Expenses (Elected Officials) Policy# 3.21
3. Annual mandatory procurement card training may be provided through the City Clerk's office.
4. Single Purchase Limits and Monthly Purchase Limits shall be set at Level 2 (\$1,500/\$2,500).
5. The City Clerk shall act as the Transaction Approver and Approving Official for purposes of processing and monitoring the CAL-Card activities and required documentation required for compliance with City's policies and financial reporting.
6. Noncompliance with the City's policies may require either suspension or termination of the CAL-Card usage.

Approved by: City Council
July 11, 2006; January 21, 2020

Electronic Communication Policy

I. PURPOSE: Use of electronic media is necessary and useful for City Council, Commission and Board members in order to improve communication and efficiently perform their City duties. The purpose of this policy is to insure the proper use of the City's electronic media and to set out the policy the City Council, Commission members and Board members, will follow when using electronic media and the City's electronic communication system. This policy will also inform the users about the requirements of the applicable laws, including the Public Records Act and Brown Act. This policy is applicable to all City Council members, Commissioners and Board members.

II. DEFINITIONS:

- A. City's Electronic Communication System** – City-owned devices or products designed to electronically process, transmit, or store information such as computers, iPads, cell and smart phones, printers, modems, data files, text and e-mail messages.
- B. User** – a City Council member, Commissioner or Board member who uses the City's electronic communication system.
- C. E-Communication** – electronic text or visual communication and attachments distributed via e-mail, websites, instant messaging, text messaging, twitter, or comparable services.
- D. Electronic Media** – a method for processing or transmitting information in electronic form, including E-Communication, software programs and the Internet.

III. POLICY:

- A. Procedures for Electronic Communications.** All Users will be issued accounts for use of City electronic media for E- Communication on City business. E-Communication from a User represents and reflects upon the City's public image and integrity. Users should insure that their messages are respectful, professional, and are consistent with City policies. E-Communication should be written or otherwise presented in the same professional and respectful manner as paper communications. The City's Electronic Communication System shall be used only for City business.
- B. No Use of Personal E-Communication.** Users should not use their home or business E-Communication accounts or addresses for any communication pertaining to City business. When using E-Communication pertaining to the City's business, Users should communicate with the public and staff solely via their designated City E-Communication addresses. Users should not commingle E- Communication pertaining to City business with E-Communication pertaining to their home or business. Under applicable laws, Users' personal E-Communication devices are subject to the provisions of the Public Records Act, if they contain E-Communications pertaining to the City's business.
- C. Electronic Communications among City Council members, Commissioners and/or Board members Concerning City Business.** Communications from (1) a City Council member to another City Council member or members concerning City business, and (2) a Commissioner to another Commissioner or Commissioners concerning Commission business should be "one way" and marked "For Information Only—Do Not Reply."

Approved by: City Council xx/xx/2020

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Attachment: Redline Policy 716 Electronic Communication [Revision 2] (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)

Electronic Communication Policy

D. Electronic Communication by a Quorum of the City Council and Commission or a City Council and Commission Standing Committee. A majority of the members of the City Council or a Commission shall not send or exchange facts about or engage in discussions regarding City issues via E-Communication, including chat rooms, news groups, on-line forums, weblogs, twitter feeds, or list-serves (collectively referred to as “Internet forums”).

E. Electronic Communications from the Public. The public may electronically communicate with the City Council or Board/Commission through the City’s Website on the City Council web page.

- 1) E-Communication from the public addressed to the City Council will be distributed to each City Council member and E-Communication addressed to a Commission will be distributed to each member of the Commission. E- Communication addressed to the City Council or a Commission also will be forwarded to the City Clerk.
- 2) E-Communication from the public addressed to more than a quorum of the City Council or Commission shall be forwarded by the recipients to the City Clerk (for the City Council) or staff liaison for the Commission. These E- Communications will be distributed and responded to in accordance with paragraph E.1, above.
- 3) Upon receipt of an E-Communication addressed to less than a quorum of the City Council or Commission, the recipient may: 1) treat it as an individual communication to which he or she may or may not respond; 2) inform the City Council or Commission of the communication at a properly noticed meeting; or 3) ask the City Clerk to forward to the full City Council or Commission as part of its information packet for the next available City Council or Commission meeting. Such E-Communication may also be forwarded to staff for response as set out in Section G, below.

F. City Electronic Communications with the Public. City staff will post official information on upcoming and prior City Council meetings, workshops and events on the City Website. City Council and Commission agendas and minutes will be posted for the current and prior calendar year. Additional materials may be posted at the discretion of the City Manager or Manager’s designee.

G. Use of E-Communication During Meetings. City Council members should not use E-Communication at any time during a meeting of the City Council at which he or she is in attendance. No Commissioner or Board member may use E-Communication at any time during a meeting of the Commission or Board of which he or she is a member at which he or she is in attendance. The foregoing limitation shall not apply to receipt of telephone calls or text messages from family members in the event of an urgent family matter; a City Council member or Commissioner wishing to respond to such a message during the meeting shall do so during a recess or shall excuse him or herself from the meeting to place the return call or text in a manner that does not disrupt the meeting.

H. City Participation in Internet Forums. The City will not generally answer questions or respond to comments made in Internet forums. The City will post answers to such questions

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Electronic Communication Policy

on its website if deemed appropriate by the Mayor or by the City Manager or at the direction of the City Council. If a City Council member desires staff to prepare a response to a question or comment received by E-Communication or made in an Internet forum, the City Council and Commission member may forward the question or comment to the City Manager and request that staff prepare an appropriate response in a reasonable period of time. If preparation of a response will require significant staff time to research or draft the response, an interim response to the questioner or commenter will be sent as soon as possible acknowledging receipt of the inquiry and informing the sender that a response is being prepared.

IV. Specific Procedures

A. Retention of E-Mail. The City electronically archives E-communications in accordance with the City’s Records Retention schedule. E-communications that constitute preliminary drafts, notes, or intra-agency or interagency memoranda that are not retained by the City in the ordinary course of business are not required to be archived and should be deleted prior to regularly scheduled archiving. The City Clerk and City Attorney are available to assist users in determining how to address questions concerning the application of these procedures.

B. Preservation of Evidence. Law requires parties to preserve all evidence that maybe relevant if they have knowledge of threatened or pending litigation. In the event of a pending or potential litigation, City Attorney may request in writing that all E-Communications be preserved until such litigation is concluded or the threat abated. Such preservation overrides regular retention policies.

C. Public Records Act. City records, whether paper or electronic, are governed by the disclosure requirements of the Public Records Act. Disclosure may be required regardless of who sends or receives a communication or document. In the event that the City receives a request for disclosure of City records that includes E-Communication, the City Council, Commission and Board Electronic Communications person responsible for the requested records must use his or her best efforts to preserve and provide all City E-Communication covered by the request, including those contained in their personal devices if any.

D. Confidentiality.

- 1) California law requires that certain information be treated as confidential and not be distributed to others inside or outside the City who do not have authorization to view such information. City Council, Commission or Board members may occasionally receive confidential electronic information. Some examples of confidential information are: information relating to litigation or potential litigation or other attorney-client communication, information relating to labor negotiations, or information relating to confidential real estate negotiations. When City Council, Commission or Board members receive confidential information, it should be marked or tagged “Confidential Information” so that City Council and Commission and Board members are alerted to the nature of the information.
- 2) Confidential information shall not be sent or forwarded to individuals or entities not authorized to receive that information, including City employees not

Approved by: City Council xx/xx/20209

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Electronic Communication Policy

authorized to view such information.

- 3) City Council, Commission and Board members shall exercise additional caution in sending confidential information by E-Communication as compared to written format, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others.
- 4) The City Attorney should be contacted concerning any questions about whether a communication is confidential.

V. **Compliance with this Policy:** It is the responsibility of every User to insure that he or she is in compliance with this Electronic Communications Policy.

Approved by: City Council xx/xx/2020

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Attachment: Redline Policy 716 Electronic Communication [Revision 2] (3683 : APPROVE AMENDMENTS TO MULTIPLE CITY POLICIES)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer
Mike Lee, Interim City Manager

AGENDA DATE: January 21, 2020

TITLE: HIRE MOVAL – AMENDMENTS TO THE HIRE A MOVAL VETERAN PROGRAM

RECOMMENDED ACTION

Recommendations:

1. Approve amendments to the Hire a MoVal Veteran Program.

SUMMARY

On May 7, 2019, Council approved the Hire a MoVal Veteran Program and appropriated funding of \$50,000 for each fiscal year 2019/20 and 2020/21. The City has been working with veterans and businesses interested in participating in the Hire a MoVal Veteran Program (“Program”). To maximize the local employment benefits for businesses and veterans, this report recommends amendments to the Program. The amendments being proposed will provide flexibility in the maximum number of awards per employer requirement and a new incentive to the veteran. By increasing, the number of maximum awards per employer from five (5) to ten (10) and providing a new veteran incentive of \$500 will additionally incentivize businesses and veterans to take advantage of the program and support those, which support the local economy.

DISCUSSION

The purpose of the Hire a MoVal Veteran Program is to offer a mechanism to support businesses by promoting the hiring of Moreno Valley veterans. For purposes of this program, veterans shall be defined as any person who served in active military, naval or air service of the United States and who did all of the following:

- Received an Honorable Discharge or was released from active duty under honorable conditions.
- Served a minimum of 90 consecutive days of active duty.

In an attempt to increase the benefit of the Program to both businesses and veterans, staff is suggesting an increase in the maximum awards per employer from five (5) to ten (10), which will additionally incentivize businesses to take advantage of the program. This amendment will assist businesses who have or are considering a conversion of their workforce from contract employees to direct hire employees. It will also incentivize businesses who are considering a relocation of their business to Moreno Valley to bring new jobs to the community, which in many cases; relocated businesses incentivize their employees to move to our City and become new local Moreno Valley employees.

The current Program benefit of \$1,000 per eligible employee will be increased to \$1,500. The additional \$500 veteran incentive will be required to be paid by the employer directly to the qualifying veteran under this program. This amendment additionally encourages veterans to engage the City regarding their regional veteran services and benefits.

This report was reviewed by the Economic Development Subcommittee at their meeting on January 14, 2020.

ALTERNATIVES

1. Approve the proposed Amendments to the Hire a MoVal Veteran Program. Approval of the proposed amendments to the Program will apply to more Moreno Valley veterans and give qualified Employers a greater incentive to hire locally while retaining the Program's intended purpose, which is to recognize and reward businesses for hiring and retaining Moreno Valley veterans. **Staff recommends approval of this alternative.**
2. Do not approve the amendments to the Hire a MoVal Veteran Program. *This alternative would not approve the amendments to the program.* **Staff does not recommend this alternative.**
3. Provide alternative direction as the City Council deems appropriate.

FISCAL IMPACT

There is not a fiscal impact associated with the proposed Amendments. Funding will be provided through current budget allocations.

NOTIFICATION

N/A.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Financial Resources Division Manager

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

Approved By:
Mike Lee
Interim City Manager

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

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

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 1.3: Promote local hiring through the expansion of local, quality, high paying jobs, and workforce development efforts.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/14/20 5:49 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:38 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:39 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: January 21, 2020

TITLE: APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE ASSOCIATION TO PROVIDE SHORT TERM GAP FINANCING TO ACCELERATE THE DEVELOPMENT OF A LOW-INCOME CHILD CARE FACILITY

RECOMMENDED ACTION

Recommendation:

1. Approve a Resolution for the funding of a loan with FSA to provide gap funding to create a new low-income child care facility.
2. Authorize the City Attorney to make minor modifications to finalize the Loan Agreement, including the promissory note and deeds of trust.
3. Authorize the City Manager to execute the Loan Agreement and issuance of any payments as outlined once the Loan Agreement has been fully executed.

SUMMARY

The City continues to work diligently with nonprofit organizations providing essential services to the community and has funded Family Service Association (FSA) through federal grants for multiple programs through the years. Currently FSA is working to redevelop a child care facility located on Ironwood Avenue to serve an additional 135 families with high quality, affordable childcare and create an additional 22 jobs in Moreno Valley with good pay and benefits. However, construction costs for their project have increased due to the lack of maintenance of the building along with significant accessibility (ADA) required updates to the parking lot and structure and major drainage issues. To maintain the project schedule and provide these important and needed child care services in a timely manner, FSA is requesting a short term loan from the City. When the Ironwood facility is completed and operating, FSA will be able to bring an additional \$1.8 million in federal and state funding for childcare to benefit City families,

bringing the total annual amount to \$5.6 million annually in support of Moreno Valley families.

DISCUSSION

Family Service Association background

Family Service Association (FSA) has been a leader among non-profits serving families in need since 1953. Over the years, FSA has responded to the changing dynamics of families, by expanding their scope of services to include programs that strengthen families in our community. Services include accredited childcare, providing senior meals at Senior Centers and delivered to homebound seniors, providing a range of mental health supportive programs for families, coordinating Riverside County's HOPE program focused on prevention and awareness of child abuse, and operation of Community and Senior Centers. FSA's mission is "Building community one family at a time, through compassion, advocacy and comprehensive model services, fostering self-sufficiency and sustainable impacts." FSA currently employs over 350 people and works with over 1,000 volunteers each year.

FSA purchased its headquarters building in Moreno Valley on Box Springs Road in 1996. Since that time, FSA has expanded services throughout Riverside and San Bernardino Counties. FSA maintains a strong presence in Moreno Valley. FSA provides senior meals at Moreno Valley's Senior Center Monday through Friday each week (**over 19,000 meals in FY 18/19**) and provides meals for homebound seniors seven days per week (**over 20,000 meals in FY 18/19**). FSA provides subsidized mental health programs at its headquarters in support of a wide range of individuals and families.

FSA currently operates three childcare sites providing high quality, accredited subsidized childcare supporting Moreno Valley families (**over 450 families served each year**). FSA is a leader in providing subsidized and accredited childcare services in California. FSA has been a partner with the State of California Department of Education for over 15 years.

FSA currently brings over \$3.8 million in federal and state funding for subsidized childcare to Moreno Valley annually at its existing facilities and about \$300,000 in County funding for Senior meals to the City annually.

FSA currently operates three Child Development Centers in Moreno Valley:

- Box Springs Child Development Center - 21250 Box Springs Rd
- Hemlock Child Development Center - 23270 Hemlock Ave.
- Olivewood Child Development Center - 23268 Olivewood Plaza Drive

The new 24693 Ironwood Project

FSA purchased a former childcare facility in June 2018 on Ironwood Avenue. The building had been a Kindercare operation until it closed in the late 2000's and was purchased by an adult day care company, which never opened for business. Since at least 2012, the facility has been vacant and has been a public nuisance, having been extensively vandalized and periodically occupied by vagrants. The interior has been destroyed with A/C and fixtures removed and the exterior with neglected and unsightly landscaping.

FSA estimated the tenant improvements to be \$400,000 and has funded \$300,000 of this amount with \$100,000 to be supported through future contract funding. As FSA's architect worked with City staff on the Conditional Use Permits (CUP) process plans and significant ADA changes to the parking lot and structure and major drainage issues escalated the project cost to \$800,000. FSA suspended the project while it sought a funding plan for the higher project cost.

When the Ironwood facility is completed and operating, FSA will be able to bring an additional \$1.8 million in federal and state funding for childcare to benefit Moreno Valley families, bringing the total annual amount of support to \$5.6 million annually.

The project will serve an additional 135 families with high quality, affordable childcare and will provide an additional 22 jobs in Moreno Valley with good pay and benefits. FSA will work with the Employment Resource Center to hire as many Moreno Valley residents as possible, with a goal of 40% local hires.

Planned Project Schedule

FSA will work with the City to move this project forward as quickly as possible. FSA is targeting construction completion in summer 2020, with approval by state licensing in August and start-up by September 1.

FSA's Partnership with the City of Moreno Valley on the Ironwood Project

FSA is requesting assistance from the City of Moreno Valley to help with cash flow for the project during reconstruction of the facility. FSA is requesting assistance through a temporary line of credit in the amount of up to \$500,000, at 3% annual interest rate, to be completely repaid by 12/31/2020. This will ensure FSA can complete the reconstruction as soon as possible and begin operation of the facility in late summer of 2020. FSA has ownership of a facility in Jurupa Valley with a value estimated at \$700,000 to provide as security to the City of Moreno Valley. The Jurupa Valley site consist of approximately 0.58 acres and improvements of a 4,094 square foot office building located at 5317 Mission Boulevard. Additionally, the loan will also be secured through a lien on the Ironwood project site. This assistance will allow FSA and the City to meet their mutual goals of eliminating this blight from the residential neighborhood and open an accredited childcare facility for Moreno Valley families as soon as possible.

This line of credit provides FSA the ability to work with the City through the planning approval process this spring and complete construction by late summer 2020. During

this time, FSA will be putting the funding pieces in place to permanently fund the remainder of the project cost of about \$500,000. These include: sale of vacant land in Hemet for \$150,000; securing a First 5 grant for the 0-5 year old playground for \$100,000; securing approval to use current State contract funding for children's furniture, equipment and toys totaling \$50,000; and initiate fundraising for the balance of the project cost of up to \$200,000.

ALTERNATIVES

1. Approve a Loan Agreement with FSA to develop low-income child care facilities and the recommended actions as set forth in this staff report. *Staff recommends this alternative as the requested loan agreement would provide much needed service to support low income households and child care services within the community.*
2. Do not approve a Loan Agreement with FSA to develop low income child care facilities and do not approve the recommended actions as set forth in this staff report. *Staff does not recommend this alternative as this would not help to provide much need service to support low-income households and child care services within the community.*

FISCAL IMPACT

The Loan Agreement would be funded through the short term use of General Fund reserves. As these funds are typically invested within the Local Agency Investment Fund (LAIF) through the California State Controller, the loan repayment would include interest expenses greater than LAIF rates to assure the City does not forego any potential interest earnings.

The loan amount of \$500,000 from the General Fund will be designated as non-spendable until repaid.

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Marshall Eyerman
Chief Financial Officer

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

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

CITY COUNCIL GOALS

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. Loan Agreement FSA 4839-0462-9935 v.2
- 2. Resolution - FSA

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/13/20 5:40 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 1:28 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:05 PM

LOAN AGREEMENT

THIS LOAN AGREEMENT (the “Agreement”) is made as of January __, 2020 (the “Date of Agreement”) by and between FAMILY SERVICE ASSOCIATION, a California non-profit corporation (“Borrower” or “Trustor”) and the CITY OF MORENO VALLEY, a municipal corporation (the “City” or “Beneficiary”).

R E C I T A L S

A. Borrower is a non-profit corporation which operates child care services within the corporate limits of City at 24693 Ironwood Avenue, Moreno Valley (the “FSA MV Site”). Borrower has been engaged in the process of making improvements to the building located at the FSA MV Site (the “FSA MV Building”). Borrower has become informed that additional improvements will be required to be made to the FSA MV Building in order for the building to be compliance with ADA requirements. Effecting the needed improvements to the FSA MV Building has limited in the short term the ability of Borrower to obtain grants which are typically made available to Borrower from sources other than City associated with the operations of Borrower. Borrower is also the owner of property located at 5317 Mission Boulevard, Jurupa Valley, California (the “FSA Jurupa Valley Property”). Borrower has asked that City provide a loan (the “City Loan”) in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00) (the “City Loan Amount”) to be repaid on or before December 31, 2020 (the “Maturity Date”), with the loan to accrue interest at the rate of three percent (3%) simple per annum. Borrower anticipates that it will have sufficient funds on hand to fully repay in full the City Loan on or before the Maturity Date.

B. Borrower agrees to provide as real property security for repayment of the City Loan a deed of trust against the FSA MV Site and a deed of trust against the FSA Jurupa Valley Property. Borrower agrees and acknowledges that the premium for title insurance as well as recording costs will be added to the amount otherwise payable under the City Loan, and shall be repaid by Borrower as part of the City Loan.

NOW, THEREFORE, the parties agree as follows:

1. City Loan. Within ten (10) days after the Date of Agreement, Borrower shall execute and deliver to City (or, if City so informs Borrower, an escrow holder designated by City under Section 3 of this Agreement) each of the following: (i) a promissory note by Borrower payable to City in the original principal amount of Five Hundred Thousand Dollars (\$500,000.00) (the “City Loan Amount”) in the form of Attachment No. 1 hereto (the “City Note”); (ii) a deed of trust securing repayment of the City Note, which deed of trust shall be in the form of Attachment No. 2 hereto and shall encumber the FSA MV Site (the “City Deed of Trust”); and (iii) a deed of trust providing additional security for repayment of the City Note, which deed of trust shall be in the form of Attachment No. 3 and shall encumber the FSA Jurupa Valley Property (the “Additional City Deed of Trust”). City designates its City Manager to administer this Agreement on behalf of City; whenever reference is made herein to City Manager, such reference shall be deemed to refer to the City Manager of the City and his or her designees.

2. Representations and Warranties by Borrower. Borrower represents and warrants to City as follows:

- (a) Each of the statements contained in the Recitals hereof is true and correct;
- (b) Borrower has had an opportunity to have this Agreement reviewed by legal counsel of its choosing prior to execution of this Agreement by Borrower; and
- (c) The person or persons executing this Agreement, the City Note, the City Deed of Trust, and the Additional City Deed of Trust on behalf of Borrower have authority to bind and act on behalf of Borrower.

Borrower agrees and acknowledges that City is entering into this Agreement in reliance upon the representations and warranties of Borrower as contained in this Section 2 and that but for such representations and warranties, City would not enter into this Agreement.

3. Escrow; Title Insurance. City and Borrower will endeavor to implement the origination of the City Loan, the delivery of the City Note, and the recording of the City Deed of Trust and the Additional City Deed of Trust without necessity of use of an escrow. Accordingly, Borrower shall, within one (1) working day of the Date of Agreement, cause Tigor Title Company of California, Irvine office, or another mutually acceptable title insurer (the "Title Insurer") to deliver to City a preliminary title report as to each of the FSA MV Site and the FSA Jurupa Valley Property (the "Preliminary Title Reports"); the provision of the Preliminary Title Reports is a condition of closing for the benefit of City and may be waived by City at the City Manager's sole and absolute discretion. Promptly upon receipt, City shall evaluate the Preliminary Title Reports for the purpose of determining whether, as title is presently situated, the recording of the City Deed of Trust and the Additional City Deed of Trust will, in the judgment of the City Manager, afford the City adequate security as to the City Loan. Tigor Title Borrower shall, within three (3) working days of the Date of Agreement, deliver to City each of the City Note, the City Deed of Trust, and the City Additional Deed of Trust executed by Borrower with signatures notarized as to each of the City Deed of Trust and the City Additional Deed of Trust. City will advise Borrower as to whether the condition of title as described in the Preliminary Title Reports is acceptable to City. In addition, Borrower will arrange for the Title Insurer to deliver to City a reasonable time following the recording of the City Deed of Trust and the Additional City Deed of Trust an ALTA lender's policy of title insurance (as to each such property) ensuring the beneficial interest of City under each of the City Deed of Trust and the Additional City Deed of Trust. The cost of the premium for such title insurance policies shall be added to the amount repayable under the City Note.

Following the receipt of a commitment by the Title Insurer that it will deliver to City ALTA lender's policies of title insurance acceptable to the City Manager, but not earlier than one (1) business day after the recording among the official land records of the County Recorder of the County of Riverside of each of the City Deed of Trust and the Additional City Deed of Trust and receipt of the fully executed City Note, City shall disburse to Borrower the original principal amount of the City Loan. The disbursement of such funds is a matter with which the Title Insurer need not be concerned.

In the event Borrower determines that it is necessary to utilize an escrow in connection with this transaction, Borrower will cause the opening of an escrow with Tigor Title Company of California, Irvine office or another mutually acceptable escrow holder (in such capacity, "Escrow Holder") to act as escrow holder for purposes of implementing Sections 1 and 3 of this Agreement. City will thereupon

prepare escrow instructions to implement this Section 3. If an escrow is utilized, all recording costs, escrow fees, and charges shall be borne by Borrower by adding such amounts to those amounts due and payable under the City Note.

4. Due on Sale, Transfer or Refinancing. Borrower agrees to notify the City not less than thirty (30) days prior to (i) the sale or transfer of the FSA MV Site or the FSA Jurupa Valley Property, or (ii) any refinancing of any lien on the FSA MV Site or the FSA Jurupa Valley Property. The City Loan and all interest accrued thereon shall be due and payable upon (i) such sale or transfer, (ii) the refinancing of any lien against the FSA MV Site or the FSA Jurupa Valley Property, or (iii) Borrower is in default of any obligation pursuant to this Agreement.

5. Indemnification. The Borrower shall defend, indemnify and hold harmless the City and its officers, agents, employees, representatives and volunteers from and against any loss, liability, claim or judgment relating in any manner to the FSA MV Site, the FSA Jurupa Valley Property, or this Agreement. The Borrower shall remain fully obligated for the payment of property taxes and assessments related to the FSA MV Site and the FSA Jurupa Valley Property.

6. Time of the Essence. Time is of the essence hereof.

7. Defaults. Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

8. Remedies. City shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Agreement by Borrower.

9. Non Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

10. Further Assurances. The Borrower shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the City shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

11. Governing Law. The Borrower hereby agrees to comply with all ordinances, rules, and regulations of City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule, or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Riverside, State of California.

12. Amendment of Agreement. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Borrower and City.

13. City May Assign. City may, at its option, assign its right to receive repayment of the loan proceeds without obtaining the consent of the Borrower.

14. Borrower Assignment Prohibited. In no event shall Borrower assign or transfer any portion of this Agreement without the prior express written consent of the City, which consent may be given or withheld in the City’s sole discretion. No assumption of the loan made by City as evidenced by the City Note, or the loan evidenced by the City Note, shall be permitted at any time. This Section 14 shall not prohibit the City’s right to assign all or any portion of its rights to the loan proceeds hereunder. Any loan made by City to Borrower shall not be assumable.

15. Relationship of Borrower and City. The relationship of Borrower and City pursuant to this Agreement is that of debtor and creditor and shall not be, or be construed to be a joint venture, equity venture, partnership, or other relationship.

16. Notices. Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Borrower: Family Service Association
21250 Box Springs Road
Moreno Valley, California 92257

To City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92252
Attention: City Manager

17. Attorneys’ Fees and Costs. Should either of the parties to this Agreement incur attorneys’ fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of its reasonable attorneys’ fees and litigation costs, including without limitation expert witness fees, by the other party.

18. No Third Party Beneficiaries. There shall be no third party beneficiaries of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the City and the Borrower concerning all or any part of the subject matter of this Agreement.

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Agreement as set forth above.

“BORROWER”

By: _____
Family Service Association
A California non-profit corporation

“CITY”

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Mike Lee
Its: Interim City Manager

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

ATTACHMENT NO. 1

CITY NOTE

(PROMISSORY NOTE SECURED BY DEED OF TRUST)

\$500,000.00 (“City Loan Principal Amount”)

Moreno Valley, California

January __, 2020 (“New City Loan Date”)

Property Address: 24693 Ironwood Avenue, Moreno Valley, California, and 5317 Mission Boulevard, Jurupa Valley, California (collectively, the “Property”)

<u>Moreno Valley, California</u>	<u>92551</u>
City	Zip Code

FOR VALUE RECEIVED, the undersigned (“Maker”) promises to pay to the City of Moreno Valley (“Holder” or “City”) at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other address as Holder may direct from time to time in writing, the sums specified in the terms and provisions of this Promissory Note as the “City Note Amount”.

1. Loan Agreement. This City Note (this “City Note”) is made and delivered pursuant to and in implementation of the Loan Agreement entered by and between the Holder and the Maker dated as of January __, 2020 (“Agreement”), a copy of which is on file as a public record with the Holder. The Agreement is incorporated herein by this reference. The sums due and payable pursuant to the terms and provisions of this City Note consist of the amount of Five Hundred Thousand Dollars (\$500,000.00), together without interest thereon (collectively, the “City Note Amount”) as set forth in Section 2 below.

2. Interest Rate. The Senior Loan Amount shall bear interest at the rate of three percent (3.00%) simple per annum from January __, 2020 (the “Initial Date”) until December 31, 2020 (the “Maturity Date”); provided that if an event of default or an event of acceleration occurs as set forth in the Agreement, interest shall commence to accrue at the rate equal to the lesser of (aa) ten percent (10%) simple per annum or (bb) the highest rate of interest that may be charged by a redevelopment or successor agency. In addition, Maker shall include as additions to the original principal amount hereof all costs, premiums, and charges incurred by City in connection with the Agreement as more fully referenced therein.

3. Payment; Time of Payment. The City Note Amount, in its entirety and including interest, shall be paid by Maker to City on or before the Maturity Date unless such amounts become due and payable sooner because of acceleration, in which case they shall be due and payable in full on the date of such acceleration.

4. Acceleration. The whole of the City Note Amount shall become due and be immediately payable to the Holder by the Maker upon the occurrence of the sale or transfer of the Property or any portion thereof.

5. Security for City Note. This City Note shall be secured by two deeds of trust, one encumbering the property located at 24693 Ironwood Avenue, Moreno Valley, California (the “City

Deed of Trust”) and the other encumbering that property located at 5317 Mission Boulevard, Jurupa Valley, California (the “Additional City Deed of Trust”), executed by Maker, as trustor, in favor of Holder, as beneficiary.

6. Prepayment of City Note. Maker may prepay this City Note to Holder prior to the Maturity Date, provided that any prepayment must be in full and not in part.

7. Holder May Assign. Holder may, at its option, assign this City Note or its right to receive payment under this City Note without necessity of obtaining the consent of the Maker.

8. Maker Assignment Prohibited. In no event shall Maker assign or transfer any portion of this City Note and/or the Agreement without the prior express written consent of the Holder.

9. Attorneys’ Fees and Costs. In the event that any action is instituted to enforce payment under this City Note, the parties agree the non-prevailing party shall be responsible for and shall pay to the prevailing party all court costs and all attorneys’ fees incurred in enforcing this City Note.

10. Amendments. This City Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this City Note so as to become a permanent part thereof.

11. Maker’s Waivers. Maker waives any rights to require the Holder to: (a) demand payment of amounts due (known as “presentment”), (b) give notice that amounts due have not been paid (known as “notice of dishonor”), and (c) obtain an official certification of nonpayment (known as “protest”).

12. Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this City Note shall be in writing and shall be either personally served, sent by telecopy, mailed in the United States mails, certified, return receipt requested, postage prepaid, or sent by other commercially acceptable means, addressed to the party to be served with the copies indicated below, at the last address given by that party to the other under the provisions of this Section. All communications shall be deemed delivered at the earlier of actual receipt, the next business day after deposit with Federal Express or other overnight delivery service or two (2) business days following mailing as aforesaid, or if telecopied, when sent, provided a copy is mailed or delivered as provided herein:

To Maker:

Family Service Association
21250 Box Springs Road
Moreno Valley, California 92257

To City:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

13. No Implied Waivers. No previous waiver and no failure or delay by Lender in acting with respect to the terms of this City Note shall constitute a waiver of any breach, default, or failure of condition under this City Note. A waiver of any term of this City Note must be made in writing and shall be limited to the express written terms of such waiver.

14. Miscellaneous. If this City Note is executed by more than one person as Maker, the obligations of each such person shall be joint and several. Time is of the essence with respect to every provision hereof. This City Note shall be construed and enforced in accordance with the laws of the State of California, and all persons and entities in any manner obligated under this City Note consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law. If any provision hereof is found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the enforceability of the remaining provisions of this City Note. This City Note shall be binding upon Maker and its heirs, successor and assigns and inure to the benefit of City and its successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this City Note without the prior written consent of City. Any attempted assignment or transfer by Maker in contravention of the foregoing sentence shall be null and void.

15. Usury Law Compliance. It is Maker's and City's intention to comply with any applicable usury law. If, for any reason whatsoever, fulfillment of any provision hereof shall be prohibited by law, the obligation to be fulfilled shall be reduced to the maximum amount so prohibited, and if for any reason City should have received as interest an amount which would exceed the highest lawful rate, such amount which would be in excess of the permitted interest shall, at Lender's option, be applied to the reduction of principal of this City Note and not to the payment of interest, or be refunded to Maker. All agreements between Maker and City are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to City for the use, forbearance or detention of money under this City Note exceed the maximum permissible under applicable law. This provision shall control over any other provision in this City Note or in any other agreement between Maker and City related hereto.

16. Successors Bound. This City Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Maker has executed this Note as of the date set forth below.

MAKER:

By: _____
Family Service Association, a California non-profit corporation

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

**ATTACHMENT NO. 2
CITY DEED OF TRUST**

DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This DEED OF TRUST, made as of January __, 2020 between Family Service Association, a California non-profit corporation (“Borrower” or “Trustor”) whose address is 24693 Ironwood Avenue, Moreno Valley, California 92257, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a public body, corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE ATTACHMENT NO. 1 ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of Five Hundred Thousand Dollars (\$500,000.00) according to the terms of a promissory note of even date herewith designated as the “City Note” made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to an unrecorded Loan Agreement between Trustor and Beneficiary as of January __, 2020 (the “Agreement”; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise) (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Any violation of one or more of the foregoing referenced items shall constitute a violation under this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964 at Book 3778 commencing at page 347 shall inure to and bind

the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Family Service Association, a California non-profit corporation

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
 - Corporate Officer
- _____
Title(s)

Title Or Type Of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

CERTIFICATE OF ACCEPTANCE

This is to certify that a beneficial interest in real property conveyed under the foregoing deed of trust by Family Service Association, a California non-profit corporation who holds title as his sole and separate property, as to the following property:

[to come: description of 24693 Ironwood Avenue, Moreno Valley]

APN: 481-341-032

is hereby accepted by the City Manager of the City of Moreno Valley pursuant to authority conferred by Resolution No. __ of the City Council of the City of Moreno Valley adopted on _____, _____, and the City of Moreno Valley consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Mike Lee
Interim City Manager

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to come]

APN:

DRAFT

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the

obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

ATTACHMENT NO. 3
ADDITIONAL CITY DEED OF TRUST
DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO:
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)

This DEED OF TRUST, made as of January __, 2020 between Family Service Association, a California non-profit corporation (“Borrower” or “Trustor”) whose address is 24693 Ironwood Avenue, Moreno Valley, California 92257, **TICOR TITLE COMPANY OF CALIFORNIA**, a California corporation, herein called TRUSTEE, and the **CITY OF MORENO VALLEY**, a public body, corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE ATTACHMENT NO. 1 ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing: (1) payment of the sum of Five Hundred Thousand Dollars (\$500,000.00) according to the terms of a promissory note of even date herewith designated as the “City Note” made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof pursuant to an unrecorded Loan Agreement between Trustor and Beneficiary as of January __, 2020 (the “Agreement”; a copy of the Agreement is on file with Beneficiary as a public record and is deemed incorporated herein by reference. All capitalized terms not defined herein shall have the meanings established therefor under the Agreement unless the context requires otherwise) (2) the performance of each agreement of Trustor incorporated by reference or contained herein, the default under any of which shall constitute a default hereunder, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Any violation of one or more of the foregoing referenced items shall constitute a violation under this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Riverside County on August 18, 1964 at Book 3778 commencing at page 347 shall inure to and bind

the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B thereof (identical in all counties) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Family Service Association, a California non-profit corporation

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

CERTIFICATE OF ACCEPTANCE

This is to certify that a beneficial interest in real property conveyed under the foregoing deed of trust by Family Service Association, a California non-profit corporation who holds title as his sole and separate property, as to the following property:

[to come: description of Jurupa Valley property]

APN:

is hereby accepted by the City Manager of the City of Moreno Valley pursuant to authority conferred by Resolution No. __ of the City Council of the City of Moreno Valley adopted on _____, _____, and the City of Moreno Valley consents to recordation thereof by its duly authorized officer.

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
Mike Lee
Interim City Manager

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

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STATE OF CALIFORNIA)
)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to come]

APN:

DRAFT

Attachment: Loan Agreement FSA 4839-0462-9935 v.2 [Revision 1] (3884 : APPROVE A LOAN AGREEMENT WITH FAMILY SERVICE

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A LOAN AGREEMENT WITH FAMILY SERVICE ASSOCIATION (FSA) FOR THE DEVELOPMENT OF A CHILD CARE FACILITY

WHEREAS, the property located at 24693 Ironwood avenue was previously operated as a childcare facility (the "Site") and since that time has remained vacant for years and has become a nuisance to the neighborhood; and

WHEREAS, the Site was purchased by Family Service Association (FSA) in 2018 to redevelop the facility to operate as a child care facility for low income households; and

WHEREAS, the Site requires significant ADA changes to the parking lot and structure and major drainage issues; and

WHEREAS, when the Site is completed and operating, FSA will be able to bring an additional \$1.8 million in federal and state funding for childcare to benefit Moreno Valley families; and

WHEREAS, the project will serve an additional 135 families with high quality, affordable childcare and will provide an additional 22 jobs in Moreno Valley with good pay and benefits; and

WHEREAS, FSA has requested a short term loan of \$500,000 at 3% interest per year to meet certain short term cash flow requirements and to complete the project work as soon as possible; and

WHEREAS, the loan shall be secured by deeds of trust in two FSA properties.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Moreno Valley, hereby finds, determines and declares as follows:

1. The City Council hereby approves the short term loan to FSA, provided such loan is secured by other FSA facilities.
2. The City Council hereby directs the City Attorney to modify and complete the loan agreement and related documents for the execution of such loan agreement.
3. The City Council authorizes the City Manager to execute all documents and to approve any loan amounts as set forth within the loan agreement.

- 4. The City Clerk shall certify to the adoption of this Resolution.
- 5. The Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 21st day of January 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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. 2020-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of January 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: January 21, 2020

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting is presented for City Council ratification.

Staffing of City positions ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

FISCAL IMPACT

All position changes are 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. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/14/20 3:34 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 9:59 AM
City Manager Approval	<u>✓ Approved</u>	1/15/20 12:07 PM

**City of Moreno Valley
Personnel Changes
January 21, 2020**

New Hires

Steve Alvarado, Code & Neighborhood Services Division Manager, Community Development Department/Code & Neighborhood Services

Daisy Ramirez, Administrative Assistant, Fire Department/Fire Prevention

Promotions

None

Transfers

None

Separations

Brandon Miranda, Traffic Sign/Marking Technician II, Public Works Department/Transportation Engineering Division



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: January 21, 2020

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>	1/08/20 5:12 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 9:58 AM
City Manager Approval	<u>✓ Approved</u>	1/15/20 12:05 PM

Report of Approved Salary Changes: January 21, 2020

<u>Position</u>	<u>Previous Salary Range/Step</u>	<u>Approved Salary Range/Step (Adjusted)</u>	<u>Qualifying Event</u>
Accountant I	C22/G	C22/H	Merit Increase
Administrative Assistant	C16/H	C16/I	Merit Increase
Animal Control Officer	C15/C	C/15D	Merit Increase
Code Compliance Officer	Temp C18/A	C18/A	Promotion
Code Compliance Officer II	C20/B	C20/C	Merit Increase
Construction Inspector	C22/H	C22/I	Merit Increase
Engineering Division Manager	C34/H	C34/I	Merit Increase
Executive Assistant	C19/H	C19/I	Merit Increase
Facilities Maintenance Worker	C13/G	C13/H	Merit Increase
Geographic Information System Specialist	C21/C	C21/D	Merit Increase
Landscape Services Supervisor	C25/H	C25/I	Merit Increase
Lead Maintenance Worker	C15/C	C19/A	Promotion
Lead Parks Maintenance Worker	C15/B	C15/C	Merit Increase
Maintenance Worker II	C15/C	C19/A	Promotion
Maintenance Worker II	C15/C	C15/D	Merit Increase
Maintenance Worker II	C15/G	C15/H	Merit Increase
Management Aide	C18/C	C18/D	Merit Increase
Management Aide	C18/B	C18/C	Merit Increase
Management Analyst	C24/G	C24/H	Merit Increase
Parks & Community Services Deputy Director	C31/B	C31/C	Merit Increase
Recycling Specialist	C16/B	C16/C	Merit Increase
Sr. Code Compliance Officer	C22/G	C22/H	Merit Increase
Sr. Deputy City Clerk	C21/A	C21/B	Merit Increase
Sr. Permit Technician	C20/E	C20/F	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 (3885 : REPORT OF APPROVED SALARY CHANGES)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 21, 2020

TITLE: APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT FOR ON-CALL CONSTRUCTION INSPECTION SERVICES WITH INTERWEST CONSULTING GROUP

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to the Project Specific Agreement for On-Call Professional Consultant Services for Construction Inspection Services with Interwest Consulting Group.
2. Authorize the City Manager to execute the Fourth Amendment with Interwest Consulting Group, which includes executing subsequent Amendments or Extensions to the Agreement, and the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.
3. Authorize the issuance of a change order to the purchase order with Interwest Consulting Group from a not-to-exceed amount of \$315,000.00 to a not-to-exceed amount of \$495,000.00 (an increase of \$180,000.00 for additional inspection services).

SUMMARY

This report recommends approval of the Fourth Amendment to the Project Specific Agreement for On-Call Professional Consultant Services for Construction Inspection Services with Interwest Consulting Group to provide additional development related inspection services.

The proposed Fourth Amendment increases the contract amount to provide adequate

coverage for inspection services. Development in residential, commercial, industrial and utility projects has continued to be busy. Due to the continued high demand for inspection services, it is necessary to retain the consultant inspector in the Land Development Division for Fiscal Year (FY) 2019/20.

DISCUSSION

The City has contracted for professional services to meet increased demands during high construction periods in order to provide inspection services to utility companies, developers, and contractors in a timely manner. On March 20, 2018, the Public Works Department, Land Development Division entered into an agreement with Interwest Consulting Group for consultant inspection services and subsequently amended that agreement on July 10, 2018, April 2, 2019, and July 8, 2019. Due to the sustained development occurring in Moreno Valley, the demand for construction inspection requests has resulted in the need to retain a consultant inspector for FY 2019/20.

Currently, the City has four full-time construction inspectors, one construction inspector supervisor, and one consultant inspector overseeing all private development and utility projects. With the continued activity in development and utility projects, it is necessary to retain a consultant inspector to meet the inspection requests within contractors' aggressive schedules.

Attached is a proposed Fourth Amendment to the Agreement, which increases the compensation amount by \$180,000.00 and extends the term till the end of this year. The agreement compensation amount currently is not to exceed \$315,000.00. The new not-to-exceed amount will be \$495,000.00. Increasing the inspection services contract amount will allow the City to respond to developer and utility inspection requests in a timely manner and meet their schedules.

ALTERNATIVES

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative in order to accommodate all inspection requests by developers and utilities.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative, as it would result in prioritizing inspections and possible development project delays.*

FISCAL IMPACT

The proposed Fourth Amendment includes an \$180,000 increase in compensation for inspection services. These expenses are accounted for in the professional services account (GL Account Number 1010-70-29-20410-620299). These costs have an offsetting revenue as inspection fees (GL Account Number 1010-70-29-20410-523010) collected from developers and utility companies that will fund the professional services account. The City Council already approved First Quarter Budget Adjustments, which accounted for this increase in expenses and revenues. **There is no negative impact**

to the General Fund.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Michael Lloyd, P.E.
Engineering Division Manager

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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. Interwest Fourth Amendment to Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/08/20 3:46 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:36 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:38 PM

**FOURTH AMENDMENT TO AGREEMENT
FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
CONSTRUCTION INSPECTION SERVICES**

The Fourth Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and **Interwest Consulting Group**, a California corporation, hereinafter referred to as “Consultant.” This Fourth 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 “PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES CONSTRUCTION INSPECTION SERVICES,” hereinafter referred to as “Agreement,” dated March 20, 2018.

Whereas, the Consultant is providing temporary construction inspection services.

Whereas, the Agreement was amended on July 10, 2018 to increase the compensation amount for continued inspection services.

Whereas, the Agreement was further amended on April 2, 2019 to increase the compensation amount and extend the time for continued professional inspection services.

Whereas, the Agreement was again further amended on July 8, 2019 to increase the compensation amount for continued professional inspection services.

Whereas, it is desirable to further amend the Agreement to increase the compensation amount and extend the time for professional consultant inspection services as is more particularly described in Section 1 of this Fourth Amendment.

FOURTH AMENDMENT TO AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
CONSTRUCTION INSPECTION SERVICES

Whereas, it is desirable to enter into the Fourth Amendment to the Agreement to increase the compensation amount for additional inspection services by **\$180,000.00** (from \$315,000.00 to \$495,000.00) for the term of the Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from June 30, 2020 to **December 31, 2020**, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "D" to the Agreement is hereby further amended by increasing the compensation amount for additional inspection services by \$180,000.00.

1.3 The total "Not-to-Exceed" fee for this contract is **\$495,000.00** (\$50,000.00 for the original Agreement plus \$100,000.00 for the First Amendment to Agreement plus \$65,000.00 for the Second Amendment to Agreement plus \$100,000.00 for the Third Amendment to Agreement, plus \$180,000.00 for the Fourth 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

FOURTH AMENDMENT TO AGREEMENT FOR ON-CALL PROFESSIONAL CONSULTANT SERVICES
CONSTRUCTION INSPECTION SERVICES

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

City of Moreno Valley

Interwest Consulting Group

By: _____

By: _____

Mike Lee, Interim City Manager

Title: _____

(President or Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____
(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Interwest Fourth Amendment to Agreement (3872 : APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT FOR ON-CALL



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 21, 2020

TITLE: APPROVE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH HR GREEN PACIFIC, INC. FOR PLAN CHECK SERVICES OF PRELIMINARY AND FINAL WATER QUALITY MANAGEMENT PLANS (WQMP)

RECOMMENDED ACTION

Recommendations:

1. Approve the Fourth Amendment to Agreement for Professional Consultant Services with HR Green Pacific, Inc. (HR Green) to provide continued on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) for the Land Development Division;
2. Authorize the City Manager to execute the Fourth Amendment to Agreement with HR Green, subject to the approval of the City Attorney, to allow for a total contract amount not-to-exceed \$175,000;
3. Authorize a \$25,000 increase in the FY 19/20 purchase order to HR Green, for a fiscal year total not-to-exceed \$50,000, and authorize the Chief Financial Officer to approve subsequent related purchase orders, in accordance with the approved terms of the Agreements;
4. Authorize the Chief Financial Officer to make budget adjustment appropriations related to expenditures and revenues as indicated in the fiscal impact section; and
5. Authorize the City Manager to execute any subsequent Amendments to the Agreement and subsequent Extensions to the Agreement up to a maximum of four annual extensions to the Agreement from the original agreement with HR

Green, including the authority to authorize 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 Fourth Amendment to Agreement with HR Green Pacific, Inc. (HR Green) to provide continued on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP) associated with new development and significant redevelopment projects for the Land Development Division. The Land Development Division currently relies on consultants for timely review of WQMPs.

DISCUSSION

On June 7, 2016, City Council approved the Agreement for Professional Consultant Services with HR Green to provide on-call engineering plan check services of Preliminary and Final Water Quality Management Plans (P-WQMP and F-WQMP). The original total contract amount for the anticipated 5-year period was \$125,000, with an annual amount not to exceed \$25,000. However, as development continues to progress at a significant pace and volume, these original estimates are no longer adequate.

To allow for sufficient services for development projects, staff recommends that the overall contract amount be increased from \$125,000 to \$175,000 (an increase of \$50,000). Additionally, due to significant development activity this current fiscal year, the original fiscal year purchase order (P.O.) amount is insufficient to cover the anticipated consultant's service for the remainder of the fiscal year. As such, staff recommends an increase in the FY 19/20 P.O. from \$25,000 to \$50,000. This will afford the City additional consultant services for the remainder of the fiscal year. Staff recommends that the City Council authorize the City Manager to approve the Fourth Amendment.

Furthermore, to ensure the timely review of future development projects without delay, staff recommends that the City Council authorize the City Manager to execute subsequent amendments to the agreement, as well as associated P.O.'s, as outlined in the Recommendation section, subject to the approval of the City Attorney. This request is consistent with the current Procurement Policy (Policy #3.18, Section V.B.3), which allows the original agreement to be extended for four additional one-year terms.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will help achieve the Land Development Division goal of a timely plan review turn-around for development projects.*

- Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not help achieve the Land Development Division’s goal of a timely plan review turn-around and could cause the delay of development projects through the approval process.*

FISCAL IMPACT

The amount spent for professional consultant plan check services is funded through revenue received from the City’s WQMP plan review fees in connection with services requested by developers/land owners. Costs of P-WQMP and F-WQMP plan check services are fully recoverable and paid by the developers/land owners as a pass-through. The plan check consultant receives compensation based on a Not-to-Exceed Fee per the agreement. **There is no negative impact to the General Fund.**

The proposed changes are as follows:

Fund	GL Account No.	Type (Rev/Exp)	FY19/20 Budget	*FY19/20 Proposed Adj	FY19/20 Amended Budget	FY20/21 Budget	*FY20/21 Proposed Adj	FY20/21 Amended Budget
Professional Services - Other	1010-70-29-20410-620299	Exp	\$575,000	\$25,000	\$600,000	\$275,000	\$25,000	\$300,000
Engineering Plan Check Fees	1010-70-29-20410-540040	Rev	\$1,200,000	\$25,000	\$1,225,000	\$1,200,000	\$25,000	\$1,225,000

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

- 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. HR Green Fourth Amendment to Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/08/20 3:48 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:24 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:34 PM

**FOURTH AMENDMENT TO AGREEMENT
FOR PROJECT RELATED SERVICES
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

The Fourth Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and **HR Green Pacific, Inc.**, hereinafter referred to as “Consultant.” This Fourth 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 PROJECT RELATED SERVICES – PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP),” hereinafter referred to as “Agreement,” dated October 4, 2016.

Whereas, the Consultant is providing on-call engineering plan check services of Preliminary and Final Water Quality Management Plans.

Whereas, the Agreement was amended on May 23, 2017 to expand the scope of the work to be performed by the Consultant and extend the Agreement termination date for continued plan check services in the First Amendment to Agreement for Project Related Services.

Whereas, the Agreement was further amended on April 23, 2018 to increase the compensation amount and extend the Agreement termination date for continued plan check services in the Second Amendment to Agreement for Project Related Services.

**FOURTH AMENDMENT TO AGREEMENT FOR PROJECT RELATED SERVICES
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)**

Whereas, the Agreement was again further amended on June 30, 2019 to extend the Agreement termination date for continued plan check services in the Third Amendment to Agreement for Project Related Services.

Whereas, it is desirable to further amend the Agreement to increase the compensation amount for continued plan check services as is more particularly described in Section 1 of this Fourth Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **June 30, 2020** is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit "D" of the Agreement is amended to show the total "Not-to-Exceed" fee for this contract is increased to **\$175,000.00** and "Not-to-Exceed" \$50,000.00 in any single year.

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

Attachment: HR Green Fourth Amendment to Agreement (3873 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT)

FOURTH AMENDMENT TO AGREEMENT FOR PROJECT RELATED SERVICES
PLAN CHECK OF WATER QUALITY MANAGEMENT PLANS (WQMP)

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

City of Moreno Valley

HR Green Pacific, Inc.

By: _____

By: _____

Mike Lee, Interim City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: HR Green Fourth Amendment to Agreement (3873 : APPROVE THE FOURTH AMENDMENT TO AGREEMENT)



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 21, 2020

TITLE: APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE MORENO-ALESSANDRO INTERIM FACILITY LINE H-2 PROJECT NO. 804 0016

RECOMMENDED ACTION

Recommendations:

1. Approve the Cooperative Agreement with Riverside County Flood Control and Water Conservation District (District) for the Moreno – Alessandro Interim Facility Line H-2 Project;
2. Authorize the City Manager to execute the Cooperative Agreement in the form attached hereto;
3. Authorize the Public Works Director/City Engineer to approve any minor changes that may be requested by the District and/or the City subject to the approval of the City Attorney;
4. Authorize the Public Works Director/City Engineer to execute any future amendments, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a cooperative agreement with Riverside County Flood Control and Water Conservation District (District) for the Moreno – Alessandro Interim Facility Line H-2 Project. The Cooperative Agreement sets forth the City's responsibilities and the District's responsibilities, both in terms of scope and financial responsibility. The District's financial contribution is \$440,000 toward the project design and construction.

DISCUSSION

The District is the regional flood management authority for the western part of Riverside County and develops various Master Drainage Plans identifying the ultimate flood protection facilities (i.e. storm drain lines, basins, and channels). The District receives a dedicated share of property taxes and developer fees for the buildout of the various Master Drainage Plans. The District distributes portions of these funds to local jurisdictions for various projects through County Board of Supervisors' action. City Staff has coordinated with the District to receive funds for the design and construction of the Moreno – Alessandro Interim Facility Line H-2 Project as an ongoing effort to mitigate flooding in the area of Alessandro Boulevard and Oliver Street.

This project proposes to construct an inlet structure at the northwest corner of the intersection of Oliver Street and Alessandro Boulevard, a drainage pipe crossing at Alessandro Boulevard, and an earthen trapezoidal channel. This proposed interim channel aligns with the future Master Planned Line H-2 underground storm drain pipe alignment and is to convey flows to the existing inlet just north of Brodiaea Avenue. The purpose of this interim system is to reduce flooding due to sedimentation and debris build-up in the existing systems.

The City staff and District staff are jointly implementing the project. The District has designed the project. The City has performed environmental clearance and secured the right-of-way. The City will oversee the bidding and construction phases of the project. Once constructed, the City will maintain the project until such time that the ultimate system is built.

On August 21, 2018, the City Council certified the Mitigated Negative Declaration for the project. Various mitigation measures were identified and have been incorporated into the project specifications for reducing all potential environmental impacts to an acceptable level. The project design is complete, environmental permits are being obtained, and the project will be ready to bid this month.

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 and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will provide for execution of the Cooperative Agreement and the timely completion of the Moreno – Alessandro Interim Facility Line H-2 Project.*

- 2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements which would ameliorate frequent flooding along the surrounding areas of Alessandro Boulevard and Oliver Street.*

FISCAL IMPACT

The District has approved and allocated funds for the project design and construction in their Capital Improvement Plan Fiscal Year 18/19. The project is also currently shown as fully funded in the City’s Fiscal Years 19/20 and 20/21 Adopted Capital Improvement Plan. It is anticipated that the funding shown below is sufficient to complete the project. If bids are higher than the budget, staff will develop alternatives for City Council consideration.

PROJECT BUDGET:

Public Works General Capital Projects
 (Account 3002-70-77-80004-720199) (Project No. 804 0016-3002-99)
 Total \$440,000

ESTIMATED CITY PROJECT COSTS:

Environmental/Permitting/Right of Way \$110,000
 Design Coordination \$20,000
 Construction \$250,000
 Construction Materials Testing and Surveying \$20,000
 Mitigation/Monitoring During Construction \$10,000
 Project Administration/Inspection* \$30,000
 Total \$440,000

**Project administration and inspection will be provided by City staff*

ANTICIPATED PROJECT SCHEDULE:

Advertise for Bids January/February 2020
 Construction Spring – Summer 2020

NOTIFICATION

During construction, all utilities, adjacent property owners, business owners, law enforcement, fire department, religious churches, bus services, and other emergency services responders in the area will be notified in a timely manner of the proposed construction.

PREPARATION OF STAFF REPORT

Prepared By:
 Margery A. Lazarus, 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.

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

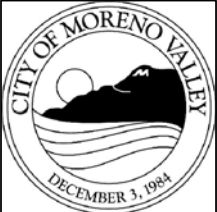
ATTACHMENTS

- 1. Location Map
- 2. Cooperative Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/13/20 8:12 AM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 1:32 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:08 PM



	LOCATION MAP	
	Public Works Department Capital Projects Division	MORENO - ALESSANDRO INTERIM FACILITY
Scale: None		

Attachment: Location Map (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER

COOPERATIVE AGREEMENT

Moreno – Alessandro Line H-2 Interim Facility, Stage 1
 (Discovery Church)
 RCFC Project No. 4-0-00745
 City Project No. 804 0016

This Cooperative Agreement ("Agreement"), dated as of _____, 2020, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), and the City of Moreno Valley, a municipal corporation, ("CITY").

RECITALS

A. DISTRICT and CITY wish to work collaboratively to expedite the construction of Moreno – Alessandro Interim Facility, Stage 1, hereinafter called "PROJECT", in order to provide drainage improvements within the Discovery Church parking lot and adjacent areas by collecting sediment and debris runoff located in the City of Moreno Valley; and

B. PROJECT consists of approximately 170 lineal feet of underground storm drain and 1,140 lineal feet of earthen trapezoidal channel, drop inlet, riprap apron, and outlet structure located within Oliver Street Right of Way, beginning at the north-western corner of Alessandro Boulevard and terminating at DISTRICT's existing Moreno MDP Line H-2 facility, as shown on DISTRICT's Drawing No. 4-1118 and in concept on EXHIBIT A, attached hereto, and made a part hereof; and

C. CITY desires DISTRICT to design PROJECT and contribute funding towards CITY's construction of PROJECT; and

D. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution towards PROJECT's design and construction, environmental clearance and permits along with the associated administrative and right of way acquisition costs as set forth herein; and

E. DISTRICT's contributions shall be as follows, subject to the not to exceed amount provided in Recital F below:

i. One hundred percent (100%) of the actual engineering design costs associated with the review and preparation of the necessary plans and specifications to construct PROJECT, including the coordination and ordering of utilities relocation, hereinafter called "DESIGN CONTRIBUTION";

ii. One hundred percent (100%) of all costs associated with the preparation, application and obtaining the environmental clearance and permits required for PROJECT, hereinafter called "ENVIRONMENTAL CLEARANCE AND PERMITS COST";

iii. One hundred percent (100%) of the actual costs (not to exceed appraised value and estimated escrow and closing costs) for right of way acquisition, rights of entry and temporary construction easements, hereinafter called "ACQUISITION COST";

iv. One hundred percent (100%) of the lowest responsible bid contract price including the actual administrative cost associated with administering the construction contract, including construction surveys, materials testing, construction inspection and any typical ancillary costs related to the delivery of PROJECT ("CONSTRUCTION CONTRIBUTION"), plus any construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

F. Altogether, DESIGN CONTRIBUTION, ENVIRONMENTAL CLEARANCE AND PERMITS COST, ACQUISITION COST, CONSTRUCTION CONTRIBUTION, and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "DISTRICT CONTRIBUTION". DISTRICT CONTRIBUTION shall not exceed a total sum of Four Hundred Forty Thousand Dollars (\$440,000); and

G. All parties recognize and acknowledge that DISTRICT has budgeted the sum of Thirteen Thousand Two Hundred Dollars (\$13,200) for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) mitigation fee ("ESTIMATED MSHCP FEE") based on the engineers estimated PROJECT cost. However, the actual three percent (3%) payment will be based on PROJECT's lowest responsive contract bid price and/or less the value of any applicable project specific mitigation ("ACTUAL MSHCP FEE"). In the event the ACTUAL MSHCP FEE exceeds the ESTIMATED MSHCP FEE, DISTRICT shall deduct the difference between the ACTUAL MSHCP FEE and ESTIMATED MSHCP FEE from DISTRICT CONTRIBUTION to reflect its costs to the Riverside Conservation Agency (RCA). DISTRICT's decreased contribution shall be paid to CITY ("DECREASED CONTRIBUTION") for the PROJECT and is subject to the availability of funds as set forth herein; and

H. DISTRICT and CITY, acknowledges it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

I. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, operation and maintenance and DISTRICT's financial contribution towards PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and

appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Review and approve, PROJECT plans and specifications provided by DISTRICT pursuant to Section II.1., hereinafter called "IMPROVEMENT PLANS", prior to CITY's advertising PROJECT for construction bids. Approval of IMPROVEMENT PLANS shall be indicated in writing to DISTRICT (Attention: Design I Section).

3. Prior to commencing construction, obtain and comply with, at its sole cost and expense, all necessary permits, approvals, or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority.

4. Obtain all necessary rights of way, rights of entry and temporary construction easements necessary to construct, operate and maintain PROJECT.

5. Keep an accurate accounting of all (i) design costs associated with the preparation of plans and specifications for PROJECT, in conformance with DISTRICT approved CITY's engineering design cost proposal; (ii) costs associated with obtaining environmental permits; and (iii) costs associated with obtaining all rights of way to construct, operate and maintain PROJECT. This accounting should be included when invoicing

DISTRICT for payment of DESIGN CONTRIBUTION, ENVIRONMENTAL CLEARANCE AND PERMITS COST and ACQUISITION COST, as set forth in Section I.8.

6. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

7. Provide DISTRICT with written notice (Attention: Design I Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

8. Invoice DISTRICT (Attention: Chief of Design and Construction Division) for the lump sum amount of (i) DISTRICT CONTRIBUTION at the time of providing written notice of the award of a construction contract as set forth in Section I.7., subject to and provided that DISTRICT CONTRIBUTION shall not exceed the total sum of Four Hundred Forty Thousand Dollars (\$440,000); or (ii) DECREASED CONTRIBUTION, whichever is lower.

9. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY's construction manager, CITY's construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Design I Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

10. Construct or cause to be constructed, PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

11. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities. CITY shall also order the relocation of all other utilities

installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which could be relocated at the utility company's expense.

12. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.

13. Indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees including,

but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CITY's construction contractor(s), CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY's construction contractor(s) has provided to DISTRICT and the County the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

14. Inspect or cause to be inspected, construction of PROJECT, and pay all costs associated therewith.

15. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Design I Section) that PROJECT construction is substantially complete.

16. Upon completion of construction, assume ownership and sole responsibility for the operation and maintenance of PROJECT.

17. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

18. Keep an accurate accounting of all PROJECT costs and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.17. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for DISTRICT and CITY approved IMPROVEMENT PLANS. If applicable, invoice DISTRICT for CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT CONTRIBUTION shall not exceed Four Hundred Forty Thousand Dollars (\$440,000); or DECREASED CONTRIBUTION, whichever is lower.

19. Provide DISTRICT with a "courtesy copy" of reproducible duplicate set of "record drawings" of PROJECT plans.

20. Refund to DISTRICT, at the time of providing a Notice of Completion as set forth in Sections I.17 and I.18, any unexpended portions of DISTRICT CONTRIBUTION.

SECTION II

DISTRICT shall:

1. Adhere to the financial contribution contained in paragraphs F, G and H of the recitals incorporated herein.

2. Prepare or cause to be prepared, "IMPROVEMENT PLANS", including technical specifications, and cost estimate in accordance with DISTRICT and CITY standards, and submit to CITY for its review and approval.

3. Prepare, or cause to be prepared, legal and plat descriptions for PROJECT and provide to CITY.

4. Within thirty (30) days of CITY awarding PROJECT construction contract, pay Riverside Conservation Authority (RCA) the costs associated with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), which is the lesser of (i) three percent (3%) of the lowest responsible bid; or ii) three percent (3%) of lowest responsible bid contract price, less the value of any applicable project specific mitigation.

5. Pay CITY within thirty (30) days after receipt of CITY's appropriate invoice and upon DISTRICT's payment to RCA, the lump sum amount of (i) DISTRICT CONTRIBUTION, as set forth herein, subject to and provided that DISTRICT CONTRIBUTION shall not exceed Four Hundred Forty Thousand Dollars (\$440,000); or (ii) DECREASED CONTRIBUTION, whichever is lower.

6. If applicable, pay CITY within thirty (30) days after receipt of CITY's appropriate invoice, for CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth in Section I.18, provided that (i) DISTRICT CONTRIBUTION shall not exceed a total sum of Four Hundred Forty Thousand Dollars (\$440,000); or (ii) DECREASED CONTRIBUTION, whichever is lower. CITY shall be responsible to pay any amounts in excess of DISTRICT CONTRIBUTION.

SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of Four Hundred Forty Thousand Dollars (\$440,000). The DISTRICT CONTRIBUTION or DECREASED CONTRIBUTION, whichever is lower, shall be used by CITY solely for the purpose of designing and constructing PROJECT as set forth herein.

2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY, or its construction manager, and shall not be deemed complete until approved and accepted as complete by CITY.

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

4. This Agreement is to be construed in accordance with the laws of the State of California.

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

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

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552
Attn: Margery Lazarus
Public Works Department
Capital Projects Division

6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attachment: Cooperative Agreement (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND

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

8. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

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

10. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including but not limited to CITY's failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

11. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

12. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive

statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith.

This Agreement may be changed or modified only upon the written consent of the parties hereto.

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Attachment: Cooperative Agreement (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
MARSHA L. VICTOR
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: City of Moreno Valley
Moreno – Alessandro Line H-2 Interim Facility, Stage 1
(Discovery Church)
RCFC Project No. 4-0-0074
City Project No. 804 0016
11/20/19
AMR:blm

Attachment: Cooperative Agreement (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND

CITY OF MORENO VALLEY

By _____
MIKE LEE
Interim City Manager

APPROVED AS TO FORM:

By _____
MARTIN D. KOCZANOWICZ
City Attorney

ATTEST:

By _____
PAT JACQUEZ-NARES
City Clerk

Cooperative Agreement: City of Moreno Valley
Moreno – Alessandro Line H-2 Interim Facility, Stage 1
(Discovery Church)
RCFC Project No. 4-0-0074
City Project No. 804 0016
11/20/19
AMR:blm

Attachment: Cooperative Agreement (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND

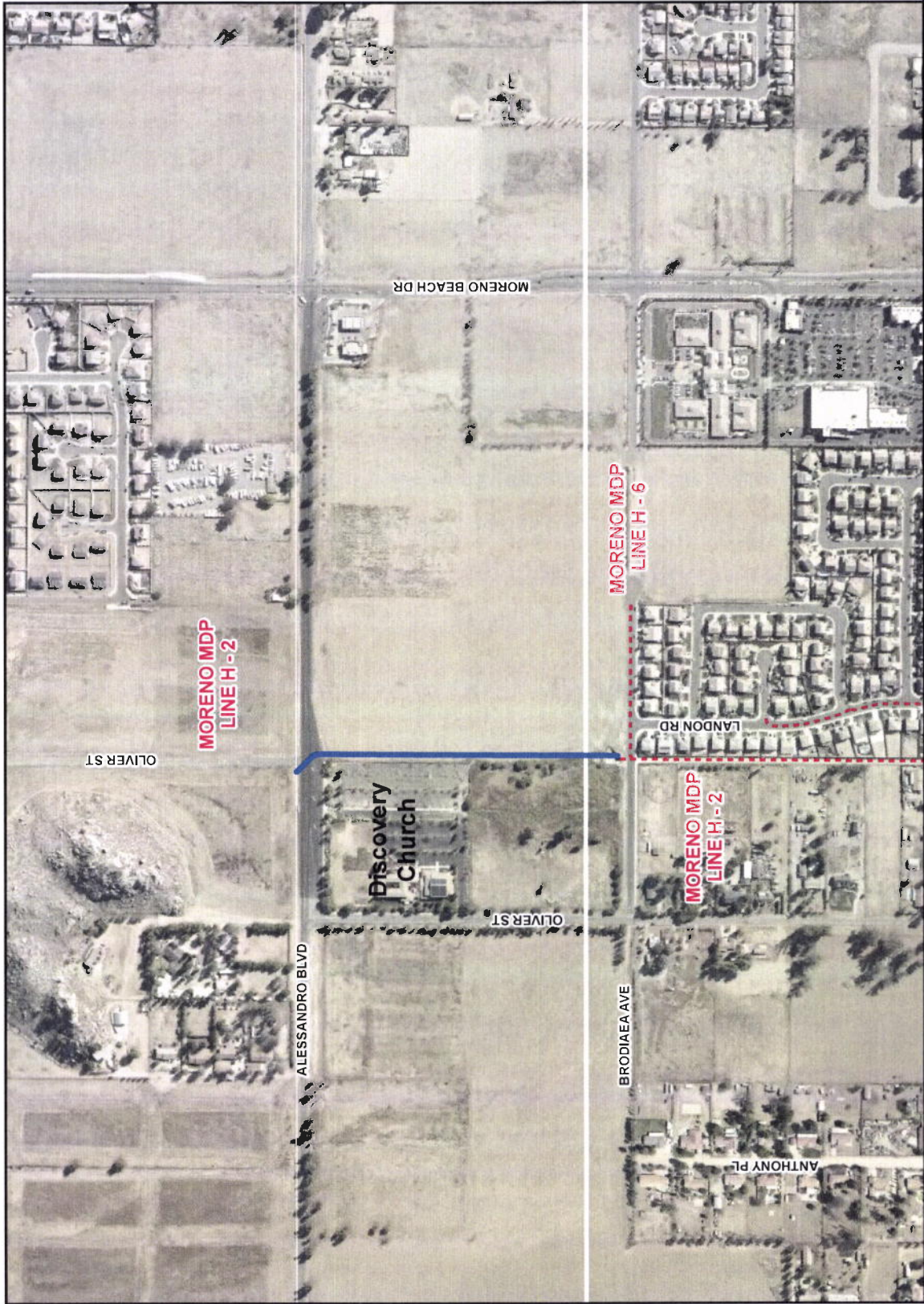


EXHIBIT A

Moreno - Alessandro Line H-2 Interim Facility, Stage 1
 (Discovery Church)
 RCFC Project No. 4-0-00745; City Project No. 804 0016



Exhibit B

INSURANCE

Without limiting or diminishing CITY's construction contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured:

A. Workers' Compensation:

If CITY's construction contractor(s) has employees as defined by the State of California, CITY's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

COOPERATIVE AGREEMENT

Moreno – Alessandro Line H-2 Interim Facility, Stage 1
(Discovery Church)
RCFC Project No. 4-0-00745
City Project No. 804 0016
Page 1 of 5

Attachment: Cooperative Agreement (3877 : APPROVE COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY FLOOD CONTROL AND

Exhibit B

C. Vehicle Liability:

If CITY's construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insured.

D. Pollution and Asbestos Liability:

CITY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the CITY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If CITY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's construction contractor(s).

COOPERATIVE AGREEMENT

Moreno – Alessandro Line H-2 Interim Facility, Stage 1

(Discovery Church)

RCFC Project No. 4-0-00745

City Project No. 804 0016

Page 2 of 5

Exhibit B

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY. CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction contractor(s) carriers shall either:

Exhibit B

1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's construction contractor(s) shall cause CITY's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

e. It is understood and agreed by the parties hereto that CITY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

COOPERATIVE AGREEMENT

Moreno – Alessandro Line H-2 Interim Facility, Stage 1

(Discovery Church)

RCFC Project No. 4-0-00745

City Project No. 804 0016

Page 4 of 5

Exhibit B

f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.

g. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

i. CITY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COOPERATIVE AGREEMENT

Moreno – Alessandro Line H-2 Interim Facility, Stage 1
(Discovery Church)
RCFC Project No. 4-0-00745
City Project No. 804 0016
Page 5 of 5



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: January 21, 2020

TITLE: ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD, MEMORANDUM OF UNDERSTANDING AND RESOLUTION NO. 2020-XX AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE

RECOMMENDED ACTION

Recommendations:

1. Accept the Tobacco Law Enforcement Grant Program award in the amount of \$126,099 for overtime to conduct tobacco enforcement operations over a three-year period.
2. Authorize the Chief Financial Officer to appropriate \$126,099 as revenue and expense per fiscal year in Fund (2300).
3. Approve the Memorandum of Understanding between the City of Moreno Valley and the State of California Department of Justice regarding the Tobacco Law Enforcement Grant Program award.
4. Adopt Resolution No. 2020-XX a Resolution of the City Council of the City of Moreno Valley, California, authorizing the City Manager to execute the agreement with the State of California Department of Justice.

SUMMARY

This report requests the City Council accept the Tobacco Law Enforcement Grant Program award for a total amount of \$126,099, appropriate funds for overtime to conduct tobacco enforcement operations for three-years, Approve the Memorandum of Understanding between the City of Moreno Valley and the State of California

Department of Justice regarding the Tobacco Law Enforcement Grant Program award, and approve and adopt Resolution No. 2020-XX authorizing the City Manager to execute the agreement with the State of California Department of Justice.

DISCUSSION

The California Healthcare, Research and Prevention Tax Act of 2016 (Proposition 56) provides local public agencies with funding to promote a healthier California by reducing illegal sales and marketing of cigarettes and tobacco products to minors. Proposition 56 specifically allocates \$30 million of annual State revenue to the California Department of Justice. (Rev. & Tax Code, § 30130.57(e)(1).) These funds support local agencies to enforce tobacco-related statutes and ordinances, including to reduce the illegal sale of tobacco products to minors.

The City of Moreno Valley is committed to providing a safe environment for its residents. The Moreno Valley Sheriff's Station staff determined a number of calls for service were generated related to licensed tobacco retailers in the city. Some of these calls involved minors and adults under the age of 21 buying tobacco and/or electronic smoking devices and soliciting adults over the age of 21 to buy tobacco products on their behalf. In an effort to address the illegal sale of tobacco products to minors and underage adults, staff identified a grant to assist law enforcement with these efforts to reduce problems and calls for service at licensed tobacco retailers.

There are approximately 99 licensed tobacco retailers within the City of Moreno Valley. Although most avoid the attention of law enforcement, there are a number which have generated calls for service related to illegal tobacco sales. The time spent by Moreno Valley Sheriff's deputies could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems which spill out into the community and long term health effects related to adolescent's exposure to tobacco products.

The California Department of Public Health confirmed exposure to nicotine during adolescence can harm brain development and predispose youth to future tobacco use. These health effects can intensify anxiety and aggression and cause learning disabilities. In addition, long term exposure can cause lung/heart disease and many types of cancer.

The Moreno Valley Police Department will implement as many as nine (9) "Minor Decoy" operations per fiscal year for three-years. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing tobacco products from licensed premises. The use of underage decoys to check whether licensees are selling tobacco to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

Deputies are also proposing to use the grant funding to implement nine (9) "Shoulder Tap" operations per fiscal year for three-years. "Shoulder Tap" is a common method used by persons under the age of 21 to solicit persons to purchase and furnish them

with tobacco products. The “Shoulder Tap” is an enforcement program local law enforcement agencies use to detect and curb the availability of tobacco products to underage persons. During the program, a minor decoy, under the direct supervision of law enforcement, solicit adults outside a licensed store to buy the minor tobacco products. Any person seen furnishing these products to the minor decoy is arrested (either cited or booked) for furnishing tobacco products to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of “Minor Decoy” and “Shoulder Tap” operations. The operations will be conducted throughout the city in an attempt to deter licensed establishments from selling tobacco products to minors, and focus on adults who purchase tobacco products for minors.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the Moreno Valley Sheriff’s station to conduct tobacco enforcement operations funded by the State Department of Justice.*
2. Do not approve and authorize the recommended actions. *This alternative will not allow for the Moreno Valley Sheriff’s station to conduct tobacco enforcement operations by the State Department of Justice.*

FISCAL IMPACT

The recommended adjustments will increase Fund (2300) revenues and expenditures in the amount of by \$126,099 (\$40,042 in FY19-20, \$42,034 in FY20-21 and \$44,033 in FY21-22). Budget appropriations for FY21-22 will be incorporated into the budget process in 2021. Please review following table.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	FY 19/20 Proposed Amendment	FY 19/20 Amended Budget
Tobacco Grant	2300	60-69-XXXXX-486000	Rev	\$0	\$40,042	\$40,042
Grant Expenditures	2300	60-69-XXXXX-620320	Exp	\$0	\$40,042	\$40,042

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	FY 20/21 Proposed Amendment	FY 20/21 Amended Budget
Tobacco Grant	2300	60-69-XXXXX-486000	Rev	\$0	\$42,034	\$42,034
Grant Expenditures	2300	60-69-XXXXX-620320	Exp	\$0	\$42,034	\$42,034

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Felicia London
Public Safety Contracts Administrator

John Salisbury
Chief of Police

Concurred By:
Michael Koehler
Lieutenant

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

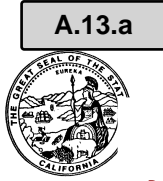
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Tobacco Grant Award Letter
- 2. Tobacco Grant Award Resolution
- 3. Tobacco Grant MOU

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/08/20 3:44 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 1:18 PM
City Manager Approval	<u>✓ Approved</u>	1/16/20 3:00 PM



DIVISION OF OPERATIONS
P.O. BOX 944255
SACRAMENTO, CA 94244-2550
Telephone: (916) 210-7006
Fax (916) 324-5033
E-Mail Address: Stacy.Heinsen@doj.ca.gov

September 30, 2019

Mike Koehler, Lieutenant
City of Moreno Valley and Riverside County Sheriff's Department (Joint Application)
22850 Calle San Juan De Los Lagos
Moreno Valley, CA 92553

Re: Tobacco Grant Award Notification FY 19/20

Dear Mike Koehler,

Congratulations! On behalf of the California Department of Justice, I am excited to inform you that your agency's grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for funding in the amount of \$126,099.

The California Department of Justice was delighted to receive applications totaling over \$195 million to support local government agencies in educating kids about the harms of tobacco products, enforce state and local tobacco laws and, conduct retailer enforcement. Consequently, many awards were approved with modifications.

Attorney General Xavier Becerra will announce the award recipients in a press release on October 1, 2019. Until then, this information is embargoed and shall remain confidential. If your agency would like to coordinate and provide a two sentence quote for the press release, please contact Press Secretary Jennifer Molina at (213) 247-2803 or by email at Jennifer.Molina@doj.ca.gov. Attached please find a media kit that includes a template press release and social media. Please help us promote the program!

The Local Assistance Unit within the California Department of Justice will provide a follow up with your agency with detailed information pertaining to your particular award in addition to preparing the draft Memorandum of Understanding and all other required documents. In order to expedite this process, please send an e-mail to the Tobacco Grant Program at TobaccoGrants@doj.ca.gov with your application Budget Detail Sheet in Microsoft Excel format. Our team will insert any adjustments made during the award process.

Attachment: Tobacco Grant Award Letter (3864 : ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD,

September 30, 2019
Page 2

If you have any questions about this process, please do not hesitate to contact me at (916) 210-7006 or at TobaccoGrants@doj.ca.gov.

Sincerely,



STACY HEINSEN
Staff Services Manager II

For XAVIER BECERRA
Attorney General

Attachment: Tobacco Grant Award Letter (3864 : ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD,

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$126,099 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF ATTORNEY GENERAL, TOBACCO LAW ENFORCEMENT GRANT PROGRAM

WHEREAS, The City of Moreno Valley is interested in participating in the Tobacco Law Enforcement Grant Program, which is made available through the California Healthcare Research and Prevention Tobacco Tax Act of 2016 (Prop. 56) and administered by the State of California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

WHEREAS, Following the City’s submittal of proposal for the Program, the State of California DOJ offered to award \$126,099 for the three-year grant program beginning December 1, 2019 and ending June 30, 2022; and

WHEREAS, Grant funds will be used for Sheriff’s overtime costs related to tobacco enforcement operations; and

WHEREAS, in order to be considered eligible to receive grant funding, the City must submit a completed Grant Award Memorandum of Understanding to the State of California DOJ;

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

1. The City Manager or designated representative is hereby authorized, on behalf of the City, to accept grant funding in the amount of \$126,099 from the State of California DOJ.
2. The City Manager or designated representative is hereby authorized and directed, on behalf of the City, to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.
3. The City Manager or designated representative is hereby authorized and directed to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.
4. Grant funds received hereunder shall not be used to supplant ongoing law

1

Resolution No. 2020-_____
Date Adopted: Month DD, YYYY

enforcement expenditures.

APPROVED AND ADOPTED this _____ day of _____, YYYY.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-²
Date Adopted: Month DD, YYYY

Attachment: Tobacco Grant Award Resolution [Revision 1] (3864 : ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM

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. YYYY-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, YYYY by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-__ ³
Date Adopted: Month DD, YYYY

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the City of Moreno Valley (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposals for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated November 2019), and Grant Application are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Amendment – No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

TERMS

Grant Duration: 12/1/2019 – 6/30/2022

Award Amount			
Category of Expenditure	Budget FY 2019-2020	Budget FY 2020-2021	Budget FY 2021-2022
Personal Services	\$40,032	\$42,034	\$44,033
Operating Expenses and Equipment	\$0	\$0	\$0
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0
TOTAL AWARD AMOUNT	\$126,099		

The time limit for reimbursements against this award ends 6/30/2022. Requests received after 7/15/2022 cannot be reimbursed by the DOJ.

GRANTEE CONTACT INFORMATION

Felicia London, Public Safety Contracts Administrator
City Manager’s Office
City of Moreno Valley
22850 Calle San Juan De Los Lagos
951-486-6848
felicial@moval.org

AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

JOHN SALISBURY, CHIEF OF POLICE
Moreno Valley Sheriff’s Station
City of Moreno Valley

Date

MIKE LEE, INTERIM CITY MANAGER
City Manager’s Office
City of Moreno Valley

Date

STACY HEINSEN, GRANT MGR.
Division of Operations
California Department of Justice

Date

CHRIS RYAN, CHIEF
Division of Operations
California Department of Justice

Date

Attachment: Tobacco Grant MOU [Revision 1] (3864 : ACCEPTANCE OF THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD,



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: January 21, 2020

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-50 (RESO. NO. CSD 2020-__)

RECOMMENDED ACTION

Recommendation:

Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-__, 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. 2019-50 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, Jose Flores, Silvia Salcido, and Consuelo Salcido (the “Property Owner”) are required to provide a funding source to maintain parks and have elected to annex the parcel of the 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.

As a condition of approval for the project, a single-family home at 26545 Kalmia Ave., 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	Proposed Number of DUs¹	Location
Jose Flores, Silvia Salcido, & Consuelo Salcido Custom Home PEN18-0063/SCP19-0014	474-230-005	1	South of Kalmia Ave., west of Dalehurst Rd.

¹ DU = Dwelling Unit (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. 2019-50. 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	Proposed Number of DUs ^{1,2}	FY 2019/20 Maximum Special Tax ³	Estimated FY 2019/20 Maximum Special Tax for the Project ²
Jose Flores, Silvia Salcido, Consuelo Salcido Custom Home	1	\$176.37/DU	\$176.37

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 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 December 5, 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 2019-50
- 2. Boundary Map CFD 1 - Annexation 2019-50
- 3. Certificate of Election Official - Annexation 2019-50

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/10/20 1:12 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 2:39 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:41 PM

RESOLUTION NO. CSD 2020-____

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. 2019-50 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. 2019-50 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,

1

Resolution No. CSD 2020-____
Date Adopted: January 21, 2020

Attachment: Resolution Ordering Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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.

2
Resolution No. CSD 2020-____
Date Adopted: January 21, 2020

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

APPROVED AND ADOPTED this 21st day of January 2020.

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

Attachment: Resolution Ordering Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

Resolution No. CSD 2020-3
Date Adopted: January 21, 2020

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 2020-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 21st day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: January 21, 2020

Attachment: Resolution Ordering Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

EXHIBIT A

List of Annexation Parcel(s)

Annexation Map No.	Assessor's Parcel Numbers
2019-50	474-230-005

Attachment: Resolution Ordering Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

Resolution No. CSD 2020-5
Date Adopted: January 21, 2020

EXHIBIT B Annexation Map No. 2019-50

**ANNEXATION MAP NO. 2019-50 OF
COMMUNITY FACILITIES DISTRICT NO. 1**
OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	474-230-005

VICINITY MAP
NO SCALE

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

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 SHOWS PROPOSED BOUNDARIES OF ANNEXATION NO. 2019-50 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 HELD AND HELD ON _____ DAY OF _____, 20__ BY 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 _____, 20__ AT THE CLERK OF _____ COUNTY, IN BOOK _____ PAGE(S) _____ OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. FEE: _____

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, 2023 IN BOOK 433 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 40 THROUGH 43 AS INSTRUMENT NO. 2023-524243.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THE DIAGRAM SHALL BE THE 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 SAID LOTS OR PARCELS.

LEGEND:
 - INDICATES MAP REFERENCE NUMBER
 - INDICATES CFS NO. 1 ANNEXATION 2019-50

SCALE: 1"=150'

SITETECH INC.
 4061 CHURCH STREET • CHINA LA, CA 91746 • PO BOX 563
 PH: (951) 654-3100, FAX: (951) 984-0266

Attachment: Resolution Ordering Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

ANNEXATION MAP NO. 2019-50 OF COMMUNITY FACILITIES DISTRICT NO. 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 _____, 20____.

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. 2019-50 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 _____, 20____. 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 _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. FEE: _____



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 46 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.

LEGEND:

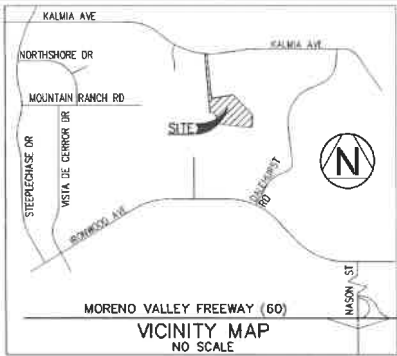
-  - INDICATES MAP REFERENCE NUMBER
-  - INDICATES CFD NO. 1 ANNEXATION 2019-50

SCALE: 1"=150'

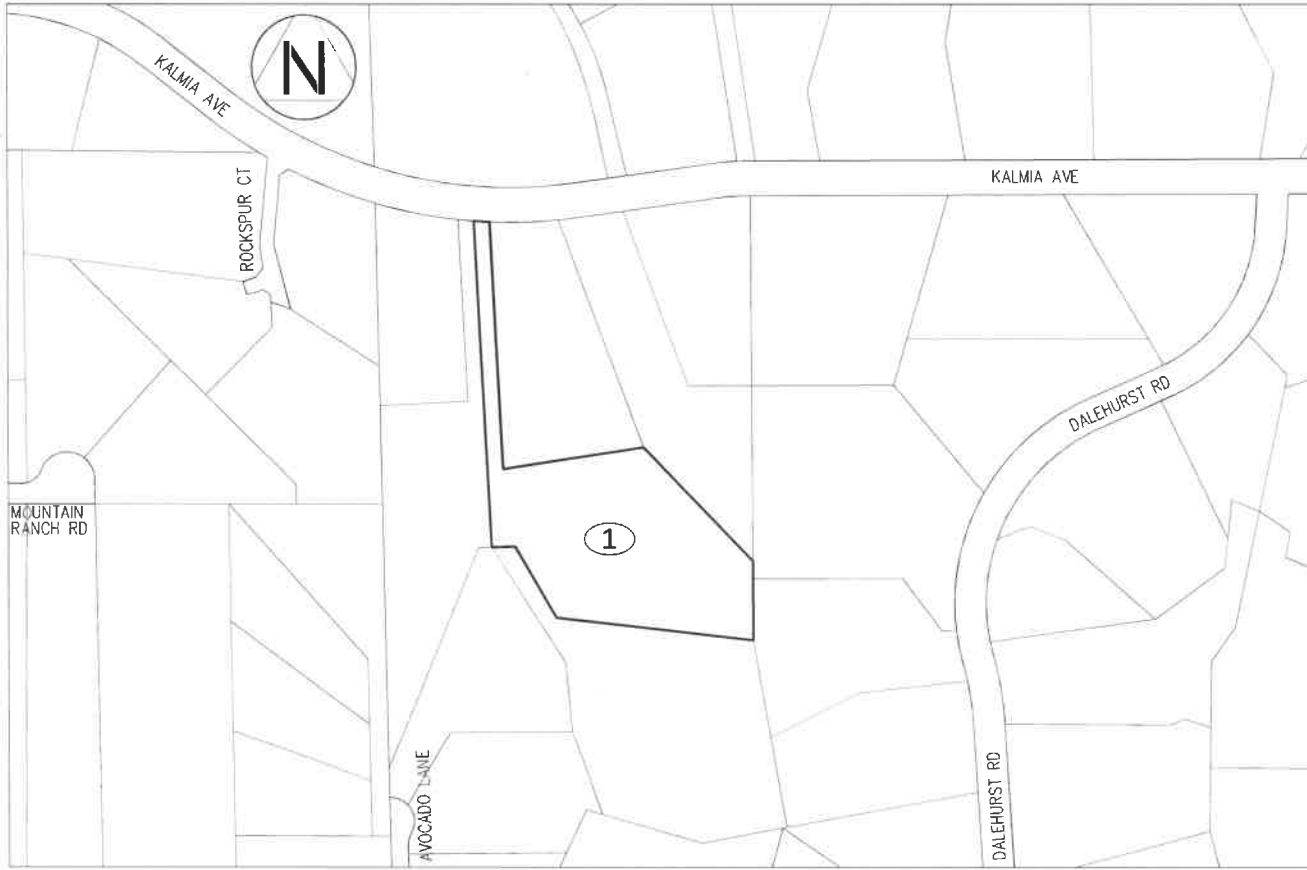


SITETECH INC.

8061 CHURCH STREET • HIGHLAND CA 92346 • PO BOX 592
PH: (909) 864-3180, FAX: (909) 864-0850



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	474-230-005



Attachment: Boundary Map CFD 1 - Annexation 2019-50 (3854 : 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 **January 6, 2020**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1
(MAINTENANCE SERVICES) – ANNEXATION NO. **2019-50**

WITNESS my hand this **6TH** day of **January**, 2020.

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

Attachment: Certificate of Election Official - Annexation 2019-50 (3854 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: January 21, 2020

TITLE: PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

RECOMMENDED ACTION

Recommend that the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Residential Regulatory Rate to be applied to the property tax bill as identified herein;
2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Residential Regulatory Rate, as applicable, on the Assessor's Parcel Number 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 one NPDES mail ballot proceeding. The process to accept a parcel into the City's NPDES funding program impacts only the property owner 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 parcel.

As a condition of approval for development of their project, Jose Flores, Silvia Salcido, and Consuelo Salcido (the "Property Owner") 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 Owner approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for the project. 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 project, a single-family home at 26545 Kalmia Ave., the Property Owner is required to provide a funding source to mitigate the increase in costs to the NPDES program, which will be created by their development project. The table below provides information for the parcel under development.

Property Owner/ Project	Assessor's Parcel Numbers	Location	FY 2019/20 Maximum¹ NPDES Rate(s)
Jose Flores, Silvia Salcido, and Consuelo Salcido Custom Home PEN18-0063/SBP19-0011	474-230-005	South of Kalmia Ave., west of Dalehurst Rd.	Residential Regulatory Rate \$336.42/parcel
¹ The 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.			

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 Owner 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 was mailed to the Property Owner at least 45-days in advance of tonight's meeting (see Attachment 1). The ballot is due to the City Clerk prior to the close of the Public Hearing. The ballot 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 a 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 ballot and accept the results. *Staff recommends this alternative as it will satisfy the 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 Residential Regulatory Rate is \$336.42 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 bill 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 Owner at least 45-days in advance of the Public Hearing. The documents include a notice, NPDES ballot, NPDES Residential 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 January 2 and January 9, 2020.

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. Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/15/20 1:29 PM
City Attorney Approval	<u>✓ Approved</u>	1/15/20 1:16 PM
City Manager Approval	<u>✓ Approved</u>	1/15/20 2:07 PM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

December 5, 2019

Jose Flores, Silvia Salcido, Consuelo Salcido
 2716 North G St.
 San Bernardino, CA 92405
 ATTN: Consuelo Salcido

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) 474-230-005

***** 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 Residential Regulatory Rate and services. Approval of the NPDES Maximum Residential 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 the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to exceed the rate previously approved by the property owner.

Notice of Mail Ballot Proceeding for **Jose Flores, Silvia Salcido, Consuelo Salcido**
December 5, 2019

Proposed Charge

For FY 2019/20, the NPDES Maximum Residential Regulatory Rate is \$336.42 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 Residential 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 Residential 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, January 21, 2020

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 Residential Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Residential 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 Residential 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 the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Notice of Mail Ballot Proceeding for **Jose Flores, Silvia Salcido, Consuelo Salcido**
December 5, 2019

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 **January 21, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;
- A dot or oval mark substantially inside a box;

Notice of Mail Ballot Proceeding for **Jose Flores, Silvia Salcido, Consuelo Salcido**
December 5, 2019

-  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)
474-230-005
National Pollutant Discharge Elimination System (NPDES)
Residential Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Residential Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Residential Regulatory Rate is \$336.42 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 the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Residential Regulatory Rate and services. I understand that not approving the NPDES Maximum Residential Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Residential 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 Residential Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$336.42
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 January 21, 2020, 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: Ballot Documents (3853) : /PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL

**FY 2019/20
NPDES RATE SCHEDULE
RESIDENTIAL**

LEVEL 1		LEVEL II		Level II-A		LEVEL III		LEVEL IV	
NPDES Administration (Not covered by CSA 152)		Water Quality Pond/Basin Maintenance		Sand Filter Maintenance		Water Quality Pond/Basin Remediation/Reconstruction		Water Quality System Retrofit	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs.</p> <p>Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin</p>		<p>Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel.</p> <p>Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.</p>		<p>Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.</p>		<p>Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.</p>	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate	FY 2019/20	Annual Rate	FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.14	Parcel Rate	\$83.86	Parcel Rate	\$38.22	Parcel Rate	\$74.80	Parcel Rate	\$170.20

*Service Levels will be imposed on an as-needed basis and cumulative (if required)

Levels I, II, III, and IV - Adopted by the City Council on June 10, 2003
 Level II-A - Adopted by the City Council on June 10, 2008
 Fiscal Year (FY) 2003/2004 - Base Year Calculation, subject to inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index

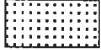



Inflation Factor Adjustments:

2004/2005 - 1.8% = (\$31.00, 58.00, 52.00 & 118.00)	2012/2013 - 2.7% = (\$37.00, \$74.00, \$33.00, \$64.00, \$147.00)
2005/2006 - 4.4% = (\$32.00, 61.00, 54.00 & 123.00)	2013/2014 - 2.0% = (\$38.00, \$75.00, \$34.00, \$65.00, \$150.00) rounded to the nearest whole dollar
2006/2007 - 4.5% = (\$33.00, 64.00, 56.00, & 128.00)	2014/2015 - 1.14% = (\$39.38, \$74.82, \$34.10, \$66.73, \$151.84) (approved 6/10/14)
2007/2008 - 3.1% = (\$34.00, 66.00, 58.00, & 132.00)	2015/2016 - 0.73% = (\$39.66, \$75.36, \$34.35, \$67.22, \$152.95)
2008/2009 - 4.2% = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)	2016/2017 - 2.03% = (\$40.47, \$76.89, \$35.05, \$68.58, \$156.05)
2009/2010 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)	2017/2018 - 1.97% = (\$41.27, \$78.40, \$35.74, \$69.93, \$159.12)
2010/2011 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00)	2018/2019 - 3.61% = (\$42.74, \$81.22, \$37.02, \$72.44, \$164.86)(approved 6/19/18)
2011/2012 - 3.8% = (\$36.00, \$72.00, \$32.00, \$62.00, \$143.00)	2019/2020- 3.24% = {\$44.14, \$83.86, \$38.22, \$74.80, \$170.20} (approved 5/21/19)

Attachment: Ballot Documents (3853) : /PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE



**J. Flores, S. Salcido,
and C. Salcido
Custom Home, Kalmia
PEN18-0063**

- APN**
-  474230005
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of December 4, 2019.



G:\Divisions\SpecialDist\2018\MXD\PEN18-0063.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: Ballot Documents (3853) : /PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: January 21, 2020

TITLE: CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

SUMMARY

The City Council shall meet annually in December to choose one of its members as Mayor Pro Tem. The Mayor Pro Tem shall be installed, sworn and shall assume the office at that City Council meeting.

DISCUSSION

Section 4.1.3 of the Rules of Procedure provides that nominations for the office Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Appointment shall be made by three or more affirmative votes on a motion to appoint. In the event that no person receives three or more votes in the selection process, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees. If, upon repeating the selection process Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

The new Mayor Pro Tem, shall serve until the next meeting scheduled for selection of the Mayor Pro Tem in December 2020.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a Mayor Pro Tem.
2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action

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

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

ATTACHMENTS

None

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	12/12/19 4:32 PM
City Manager Approval	<u>✓ Approved</u>	12/12/19 5:21 PM

HISTORY:

12/17/19	City Council	CONTINUED
Next: 01/07/20		

Mayor Gutierrez requested and received consensus from the City Council to move Item No. G.2. to the January 7th meeting.

01/07/20	City Council	CONTINUED
Next: 01/21/20		