



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**

February 4, 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 Sessions

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
February 4, 2020

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
2. Recognition of the Employee of the 4th Quarter

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

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

**REGULAR MEETING – 6:00 PM
FEBRUARY 4, 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

Fr. Joseph P. Thuruthel Mathew, St. Christopher Catholic Parish

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 - CLOSED SESSION - JAN 21, 2020 4:30 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - JAN 21, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH DECEMBER 31, 2019 (Report of: City Clerk)

Recommendation:

1. Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through December 31, 2019.

- A.5. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2020 ANNUAL GENERAL ASSEMBLY (Mayor Pro Tem Baca - Delegate, Mayor Gutierrez - Alternate) (Report of: City Clerk)

Recommendations:

That the City Council:

1. Appoint a Delegate, Mayor Pro Tem Baca, and an Alternate, Mayor Gutierrez, to the Southern California Association of Governments (SCAG) Annual General Assembly on May 6 – 8, 2020.

2. Direct staff to submit to the names to SCAG.

A.6. INTRODUCTION OF ORDINANCE ___ AMENDING CHAPTER 5.05 COMMERCIAL CANNABIS REGULATIONS (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. Introduce and conduct the first reading of Ordinance ___, amending Chapter 5.05 Commercial Cannabis Activity and schedule the second reading and adoption for the next regular Council meeting.

A.7. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.8. AWARD THE PURCHASE OF NINETEEN VEHICLES, EQUIPMENT AND ASSOCIATED LIGHTING TO COWBOY CHRYSLER DODGE JEEP RAM (CDJR), MOORE CHRYSLER DODGE JEEP RAM (CDJR), SILSBEE FORD, QUINN COMPANY, INLAND KUBOTA, NIXON-EGLI EQUIPMENT CO., TURF STAR/WESTERN, AND SOUTHWEST TRAFFIC CONTROL SYSTEMS (Report of: Public Works)

RECOMMENDED ACTION

Recommendations:

1. Award to Cowboy Chrysler Dodge Jeep Ram (CDJR) for the purchase of ten vehicles as follows: eight 2020 Ram 1500 pickup trucks; one 2020 Ram 3500 pickup truck; and one 2020 Jeep Wrangler;
2. Authorize the Purchasing Division Manager to issue a purchase order to Cowboy Chrysler Dodge Jeep Ram (CDJR) in the amount of \$276,962.72 plus an estimated sales and use tax amount of \$20,460.99 for a total amount of \$297,423.71;
3. Award to Moore Chrysler Dodge Jeep Ram (CDJR) for the purchase of three vehicles as follows: three 2020 Ram 3500 pickup trucks;
4. Authorize the Purchasing Division Manager to issue a purchase order to Moore Chrysler Dodge Jeep Ram (CDJR) in the amount of \$109,951.80 plus an estimated sales and use tax amount of \$8,220.18 for a total amount of \$118,171.98;
5. Award to Silsbee Ford for the purchase of one vehicle as follows: one 2020 Ford Transit Van;

6. Authorize the Purchasing Division Manager to issue a purchase order to Silsbee Ford in the amount of \$39,258.00 plus an estimated sales and use tax amount of \$2,918.88 for a total amount of \$42,176.88;
7. Award to Quinn Caterpillar for the purchase of one 2020 Caterpillar Wheel Loader;
8. Authorize the Purchasing Division Manager to issue a purchase order to Quinn Caterpillar in the amount of \$171,852.00 plus an estimated sales and use tax amount of \$13,318.53 for a total amount of \$185,170.53;
9. Award to Inland Kubota for the purchase of one 2020 Kubota Loader tractor;
10. Authorize the Purchasing Division Manager to issue a purchase order to Inland Kubota in the amount of \$67,456.55 plus an estimated sales and use tax amount of \$4,708.15 for a total amount of \$72,164.70;
11. Award to Nixon-Egli Equipment Company for the purchase of one 2020 Leeboy 8510E Asphalt Paver and one 2020 Hamm HD12VV asphalt compactor;
12. Authorize the Purchasing Division Manager to issue a purchase order to Nixon-Egli Equipment Company in the amount of \$228,656.73 plus an estimated sales and use tax amount of \$16,543.30 for a total amount of \$245,200.03;
13. Award to Turf Star/Western for the purchase of one 2020 Toro Workman HD with Multi Pro Sprayer;
14. Authorize the Purchasing Division Manager to issue a purchase order to Turf Star/Western in the amount of \$48,380.11 plus an estimated sales and use tax amount of \$3,749.46 for a total amount of \$52,129.57;
15. Award to Southwest Traffic Systems, Inc. for the purchase and installation of thirteen emergency light packages; and
16. Authorize the Purchasing Division Manager to issue a purchase order to Southwest Traffic Systems, Inc. in the amount of \$44,901.87 plus an estimated sales and use tax of \$2,699.08 for a total amount of \$47,600.95

- A.9. PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBERS 40 AND 41 (RESO. NOS. 2020-__ and 2020-__) (Report of: Public Works)

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 40)
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 41)

- A.10. SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR FY19-20 (Report of: Police Department)

Recommendations:

1. Accept the Supplemental Law Enforcement Services Account (SLESA) grant award for FY19-20.
2. Approve an increase of \$144,791.50 to the SLESA Grant Fund (Fund 2410) FY19-20 *revenue* budget to reflect the total FY19-20 allocation of \$492,229.50.
3. Approve an increase of \$144,791.50 to the SLESA Grant Fund (Fund 2410) FY19-20 *expenditure* budget to reflect the FY19-20 planned expenditure of \$492,229.50.

- A.11. APPROVE AND EXECUTE THE AGREEMENT WITH HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., FOR CONSTRUCTION OF THE CIVIC CENTER AMPHITHEATER AND PARK, PROJECT NO. 803 0037 AND BUDGET APPROPRIATION (Report of: Parks & Community Services)

Recommendations:

1. Approve the Agreement for the Construction of the Civic Center Amphitheater and Park with Horizons Construction Company International, Inc., the lowest responsible bidder.

2. Authorize the Executive Director to execute the Agreement for the Construction of the Civic Center Amphitheater and Park with Horizons Construction Company International, Inc.; and issuance of the Purchase Order for construction after the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement within the authorized funding, subject to the approval of the City Attorney.
4. Authorize the Parks and Community Services Director to accept the improvements into the Moreno Valley Community Services District's maintained system upon acceptance of the improvements as complete.
5. Approve Budget Adjustments as contained in the Fiscal Impact section of this report.

A.12. APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH TKE ENGINEERING SERVICES, INC., TO PROVIDE ON-SITE AND/OR PROFESSIONAL SERVICES FOR THE CIVIC CENTER AMPHITHEATER AND PARK PROJECT, PROJECT NO. 803 0037 (Report of: Parks & Community Services)

Recommendations:

1. Approve First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc., for a total contract amount not to exceed \$299,091.50.
2. Authorize the City Manager to execute the First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc.
3. Authorize the Chief Financial Officer to execute a purchase order upon execution of the First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc.
4. Authorize the City Manager to execute subsequent Amendments to the Agreement within Council-approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

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 - CLOSED SESSION OF Jan 21, 2020 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF Jan 21, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-51 (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. 2019-51 to its Community Facilities District No. 1 and approving the amended map for said District.

C. CONSENT CALENDAR - HOUSING AUTHORITY - NONE

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES - NONE

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY - NONE

F. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

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

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

Recommend that the City Council:

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

G. GENERAL BUSINESS - NONE

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: January 30, 2020

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 4, 2020

TITLE: BUSINESS SPOTLIGHT

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 4, 2020

TITLE: RECOGNITION OF THE EMPLOYEE OF THE 4TH
QUARTER

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

**MINUTES
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 PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 4:30 PM
January 21, 2020**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, and Housing Authority was called to order at 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

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

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that staff did not anticipate any reportable action.

Minutes Acceptance: Minutes of Jan 21, 2020 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

The Closed Session will be held pursuant to Government Code:

1 SECTION 54957.6 - LABOR NEGOTIATIONS

Agency Representative: Mike Lee, Interim City Manager

Employee Organization: Moreno Valley City Employees Association
(MVCEA)

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:31 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:31 p.m.

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

City Attorney Koczanowicz announced that there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:31 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

Approved by:

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
January 21, 2020**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Falcon Football Team

Minutes Acceptance: Minutes of Jan 21, 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 21, 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 6:01 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rafael Brugueras.

INVOCATION

Reverend Stanton R. Herpick, World Christian Outreach Inc.

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Kathryn Vigil	Deputy City Clerk

Minutes Acceptance: Minutes of Jan 21, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Marshall Eyerman
Martin Koczanowicz
Mike Lee
Allen Brock
Michael Wolfe
Patty Nevins
Brian Holmes
Abdul Ahmad
Kathleen Sanchez
Patti Solano

Chief Financial Officer/City Treasurer
City Attorney
Interim City Manager
Assistant City Manager
Public Works Director/City Engineer
Acting Community Development Director
Patrol Watch Lieutenant
Fire Chief
Human Resources Director
Parks & Community Services Director

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

Earl Stevens

- 1. Introduced his organization, The Hole in the Wall Inc.

Louise Palomarez

- 1. Expressed her excitement for the upcoming projects.

Bob Palomarez

- 1. Thanked the City Council for the work they've done.
- 2. Remembered Dr. Martin Luther King Jr.

Jayson Latimer

- 1. Inquired as to the status of MoVaLearns.
- 2. Thanked the City Council for the road repair near the hospital.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Gutierrez opened the Consent Agenda items for public comments, none were received.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Marquez, Council Member
SECONDER: Dr. Carla J. Thornton, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, 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.

Minutes Acceptance: Minutes of Jan 21, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.2. 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. (AGMT. NO. 2020-15) (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

Minutes Acceptance: Minutes of Jan 21, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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)

Recommendation:

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 (RESO. NO. 2020-01, AGMT. NO. 2020-16) (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 (AGMT. NO. 2018-25-04) (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) (AGMT. NO. 2018-90-04) (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 (AGMT. NO. 2020-17) (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. 2020-02 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE (RESO. NO. 2020-02, AGMT. NO. 2020-18) (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. 2020-02 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 2020-01) (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-01, 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.

G. GENERAL BUSINESS

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

City Clerk Jacquez-Nares provided the report.

Tom Jerele Sr. supports Mayor Pro Tem Baca as the nominee.

Rafael Brugueras supports Mayor Pro Tem Baca as the nominee.

Louise Palomarez supports Mayor Pro Tem Baca as the nominee. Requested that the meeting be closed in memory of Jeff Clayton.

Bob Palomarez supports Mayor Pro Tem Baca as the nominee.

Council Member Cabrera nominated Mayor Pro Tem Baca.

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:	APPROVED [4 TO 1]
MOVER:	Ulises Cabrera, Council Member
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera, Dr. Carla J. Thornton
NAYS:	David Marquez

F. PUBLIC HEARINGS

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

Public Works Director/City Engineer Wolfe provided the report.

Mayor Gutierrez opened the Public Hearing at 6:25 pm.

There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:25 pm.

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;

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

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.

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

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on January 8th.

At that meeting, the Commission selected Mayor Pro Tem Baca to serve as the Chair of the Commission for 2020 and Rita Rogers from the City of Perris will serve as Vice Chair.

The Commission also filled vacancies on the Finance Subcommittee and the Development Community Ad Hoc Committee - West of I-215. Chuck Conder from the City of Riverside will serve on both committees.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Gutierrez

Mayor Gutierrez reported the following:

RCTC is requesting public input on a list of regional transportation investment projects as part of a draft Traffic Relief Plan. Proposed projects are intended to reduce congestion, connect communities, improve safety, and keep infrastructure in good condition. Please visit the RCTC website for additional information.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

Interim City Manager Lee provided an update on MoVaLearns. He congratulated the City Council for the City's recent award as the Best Public Partner from Inland Empire Economic Partnership. He attributed the win to the City Council's efforts.

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

City Attorney Koczanowicz reported that he will be attending committee meetings in Sacramento on Friday, January 24th.

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. Thanked her colleagues for approving Item No. A.6.
2. Praised the Economic Development staff for the work they've accomplished at the Employment Resource Center.
3. Announced that she will attend the Housing Community and Economic Development Committee in Sacramento.

Council Member Marquez

1. Wished everyone a Happy New Year.
2. Remarked that he has almost completely recovered from his illness.
3. Spoke with Senators and Representatives in Sacramento regarding homelessness, public safety, and veteran housing.
4. Encouraged residents to volunteer for the Homeless Point in Time Count.
5. Excited about the possibility of a Homeless Veteran Shelter in Riverside County should the pilot project succeed in Los Angeles.
6. Thanked City staff for their work.

Council Member Cabrera

1. Indicated that he will attend the League of California Cities Housing Policy Conference on behalf of the Latino Caucus.
2. Thanked Public Speaker Jayson Latimer for his comments on MoVaLearns.
3. Remarked on the four new Community Service Officers.
4. Reminded residents of the Point in Time Count.
5. With the impending tax season, he suggested that residents sign up for the United States Postal Service's Informed Delivery to keep track of incoming mail such as tax returns.
6. Persuaded residents to attend the General Plan Update committee meeting scheduled for Thursday, January 23rd.

7. Noted that the CyberPatriot semifinals at Moreno Valley College will take place on Saturday, January 25th.
8. Urged residents to attend the Census Event on Saturday, February 1st.

Mayor Pro Tem Baca

1. Thanked Council Members Cabrera and Thornton for their comments.
2. Expressed her gratitude to Council Member Cabrera for his nomination of her as Mayor Pro Tem.
3. Conveyed her appreciation for her colleagues and the community for their support.
4. Indicated her appreciation of the fact that she was selected to chair the March Joint Powers Authority.
5. Announced that she will meet with Legislators in Washington D.C. regarding the March Joint Powers Authority.
6. Thanked Louise Palomarez for suggesting that the meeting be closed in the memory of Jeffrey Clayton.
7. Asked residents to share the Census event information on their social media pages.
8. Encouraged residents to assist with the Point in Time Count.

Mayor Gutierrez

1. Congratulated Mayor Pro Tem Baca on her reappointment.
2. Thanked Public Speaker Jayson Latimer for his comments on MoVaLearns.
3. Pleased with the passage of Item Nos. A.4 and A.7.
4. Commended the City Council for approving the amendments to the Hire a Moval Veteran program.
5. Expressed his gratitude to staff for the successful Telephone Town Hall.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in the memory of Jeffrey Clayton at 6:45 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:

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



Report to City Council

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 4, 2020

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS
FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019
THROUGH DECEMBER 31, 2019

RECOMMENDED ACTION

Recommendation:

Receive and file the Fiscal Year 2019/2020 Council Discretionary Expenditure Report for July 1, 2019 through December 31, 2019.

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2019/2020, for July 1, 2019 through December 31, 2019. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

With the adoption of the current fiscal year budget and pursuant to Resolution No. 2019-27, unused monies from Fiscal Year 2018/2019 have been carried over to the current Fiscal Year as approved by the City Manager. The Discretionary Expenditure Reports now reflect the amended budget amount.

The expenditure reports are included routinely in the City Council agenda as an additional means of distributing reports on activities to the Council and public. The reports are to be posted to the City's website following Council approval. The monthly reports provide unaudited information and are reconciled to the City's general ledger. Following the end of the Fiscal Year, the financial information shall be reviewed as part of the City's independent financial audit.

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Renee Bryant
Management Aide

Department Head Approval:
Pat Jacquez-Nares
City Clerk

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. July - Dec Discretionary Reports

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 4:57 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:23 PM
City Manager Approval	<u>✓ Approved</u>	1/30/20 11:53 AM



MAYOR YXSTIAN A. GUTIERREZ

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2019 - December 31, 2019

Date	Amount	Description
		No expenditures to report for July 2019
		No expenditures to report for August 2019
		No expenditures to report for September 2019
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
11/26/2019	\$ 500.00	Sponsorship -RVHS Crimson Regiment Rose Parade
11/30/2019	\$ 49.37	Ticket 7th Annual Turning Red Tape into Red Carpet Awards & Reception
11/30/2019	\$ 62.93	Costco - Fruit for Mayor's Pancake Breakfast
11/30/2019	\$ 17.65	Walmart - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 31.96	Costco - Juice for Mayor's Pancake Breakfast
11/30/2019	\$ 82.52	Costco - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 40.69	Walmart - Mayor's Pancake Breakfast Supplies
		No expenditures to report for December 2019
	\$ 835.12	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 6,000.00	FY 19/20 Adopted Budget Amount
	\$ 692.00	Carryover Budget Amount FY 18/19
	<u>\$ 6,692.00</u>	FY 19/20 Amended Budget Amount
	\$ 5,856.88	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 01/16/2020



COUNCIL DISTRICT 1 VICTORIA BACA

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 Council District 1 Discretionary
 1010-10-01-10011-620116 Council District 1 Discretionary - Carryover
 July 1, 2019 - December 31, 2019

Date	Amount	Description
7/1/2019	\$ 343.74	FY 18/19 Prepaid Expense US Mayor's Conference
8/3/2019	\$ 246.75	Sponsorship Planning Permit Fees for Annual Backpack Event
No expenditures to report for September 2019		
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/31/2019	\$ 69.98	Accessories for City Issued Equipment
10/31/2019	\$ 125.00	Riverside Community College President's Dinner November 7
11/14/2019	\$ 25.00	Inland Empire Latino Lawyers Association December 5th
No expenditures to report for December 2019		
	\$ 860.47	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
		Carryover Budget Amount FY 18/19
	\$ 3,000.00	FY 19/20 Amended Budget Amount
	\$ 2,139.53	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 01/16/2020



COUNCIL DISTRICT 2 CARLA J. THORNTON

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 Council District 2 Discretionary
 1010-10-01-10012-620117 Council District 2 Discretionary - Carryover
 July 1, 2019 - December 31, 2019

Date	Amount	Description
7/1/2019	\$ 40.00	LOCC Riverside Division Meeting Dinner
7/31/2019	\$ 36.03	Refreshments for Public Outreach Event Held on 7/13/2019
7/31/2019	\$ 20.00	Wake Up MoVal Meeting 7/24/2019
7/31/2019	\$ 32.55	Light Refreshments for Meeting
No expenditures to report for August 2019		
9/16/2019	\$ 10.00	Moreno Valley Elks POW/MIA Remembrance Dinner
9/30/2019	\$ 76.21	Accessories for City Issued Equipment
9/30/2019	\$ 501.00	Facility Use Sponsorship CalVets Pathways to Citizenship Workshop
9/30/2019	\$ 200.00	Membership Fee LOCC African American Caucus
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/21/2019	\$ 75.00	TEAM March Military Ball Ticket
10/31/2019	\$ 5.91	Accessories for City Issued Equipment
10/31/2019	\$ 2.47	Refreshments for October Public Outreach Event
10/31/2019	\$ 7.39	Refreshments for October Public Outreach Event
11/19/2019	\$ 20.00	Wake Up MoVal October Meeting
11/29/2019	\$ 17.00	Petty Cash Reimbursement Parking Gala for 100 Black Men I.E.
No expenditures to report for December 2019		
	\$ 1,093.56	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,803.00	Carryover Budget Amount FY 18/19
	\$ 4,803.00	FY 19/20 Amended Budget Amount
	\$ 3,709.44	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 01/16/2020



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 Council District 3 Discretionary
 1010-10-01-10013-620118 Council District 3 Discretionary - Carryover
 July 1, 2019 - December 31, 2019

Date	Amount	Description
		No expenditures to report for July 2019
		No expenditures to report for August 2019
9/30/2019	\$ 300.00	Refreshments for Public Outreach "Let's Have Lunch With Dave"
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/14/2019	\$ 300.00	Sponsorship Moreno Valley Optimist Letterman Jacket Program
10/28/2019	\$ 75.00	TEAM March Military Ball Ticket
11/30/2019	\$ 75.00	Champions of Flight 2019 Ticket
		No expenditures to report for December 2019
	\$ 800.00	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 433.00	Carryover Budget Amount FY 18/19
	\$ 3,433.00	FY 19/20 Amended Budget Amount
	\$ 2,633.00	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 01/16/2020



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 Council District 4 Discretionary
 1010-10-01-10014-650119 Council District 4 Discretionary - Carryover
 July 1, 2019 - December 31, 2019

Date	Amount	Description
7/31/2019	\$ 200.00	Sponsorship Falcon Football Jumper Deposit
		No expenditures to report for August 2019
		No expenditures to report for September 2019
10/31/2019	\$ 87.23	Large Post-It Note Boards for High School Tours
		No expenditures to report for November 2019
12/31/2019	\$ 103.50	Sponsorship Jitterz Coffee Artwalk - Temporary Use Permit Fees
	\$ 390.73	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,726.00	Carryover Budget Amount FY 18/19
	\$ 4,726.00	FY 19/20 Amended Budget Amount
	\$ 4,335.27	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 01/16/2020



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: February 4, 2020

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2020 ANNUAL GENERAL ASSEMBLY (MAYOR PRO TEM BACA - DELEGATE, MAYOR GUTIERREZ - ALTERNATE)

RECOMMENDED ACTION

Recommendations:

That the City Council:

1. Appoint a Delegate, Mayor Pro Tem Baca, and an Alternate, Mayor Gutierrez, to the Southern California Association of Governments (SCAG) Annual General Assembly on May 6 – 8, 2020.
2. Direct staff to submit to the names to SCAG.

SUMMARY/DISCUSSION

The Southern California Association of Governments (SCAG) 2020 Regional Conference and General Assembly is scheduled for Wednesday, May 6, Thursday, May 7 and Friday May 8, 2020 at the JW Marriott Resort & Spa in Palm Desert, California. At this meeting, the SCAG membership will consider and take action on resolutions and/or bylaws that establish SCAG policy.

An important part of the Regional Conference is the conducting of the Annual Business at the General Assembly. The City must designate a voting delegate and an alternate, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

SCAG has requested attending cities to submit a Minute Excerpt of the Council action appointing the City’s voting delegate and alternate. SCAG will provide the voting delegate a complimentary one-night hotel accommodation for the night of May 7, 2020, validated overnight parking, and meals during the conference.

Staff recommends that Council by motion vote to appoint a delegate and an alternate.

FISCAL IMPACT

The fiscal impact of this SCAG Conference is unknown at this time.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

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

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 4:56 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:21 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:39 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: February 4, 2020

TITLE: INTRODUCTION OF ORDINANCE ____ AMENDING
CHAPTER 5.05 COMMERCIAL CANNABIS REGULATIONS

RECOMMENDED ACTION

Recommendations: That the City Council:

Introduce and conduct the first reading of Ordinance ____, amending Chapter 5.05 Commercial Cannabis Activity and schedule the second reading and adoption for the next regular Council meeting.

SUMMARY

This report recommends consideration and first reading of an Ordinance amending Chapter 5.05 Commercial Cannabis regulations of the permitting process in order to conform our local regulations with the amended State laws and Bureau of Cannabis Control interpretations.

DISCUSSION

Since the adoption of cannabis regulations by the City Council in November of 2017, these regulations have been amended on several occasions. The amendments were directed at obtaining conformity with the changing state laws and to accommodate local businesses making the approval process more streamlined. Recently it was brought to staff's attention that the most recent changes in state law created an ambiguity in our local regulations. State legislature has now specifically permitted pre-rolls as part of the distribution process. The proposed amendment would conform our regulations to State law and create certainty for local cannabis businesses.

This report recommends consideration and first reading of an Ordinance amending Chapter 5.05 Commercial Cannabis regulations of the permitting process in order to conform with the amended State laws and Bureau of Cannabis Control interpretations.

ALTERNATIVES

1. Recommend approval of proposed Recommended Actions as set forth in this staff report. *Staff recommends this alternative.*
2. Do not recommend approval of proposed Recommended Actions as set forth in this staff report. *Staff does not recommend this alternative.*

FISCAL IMPACT

There are no fiscal impacts anticipated from the approval and adoption of this Ordinance and Resolution.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Brian Mohan
Financial Resources Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

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. Chapter505 definitionsrevised 012720

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 1:35 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:24 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:43 PM

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AMENDING MORENO VALLEY MUNICIPAL CODE BY REVISING CHAPTER 5.05 TO CLARIFY THE DEFINITION OF DISTRIBUTION BUSINESS

WHEREAS, the City of Moreno Valley is a General Law city organized pursuant to Article XI of the California Constitution; and

WHEREAS, pursuant to the authority granted the City by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health and safety; and

WHEREAS, consistent with that authority the City Council lawfully adopted Ordinance 926 which became effective in December of 2017 and established a regulatory process for Commercial Cannabis Business Permits in the City by adding Chapter 5.05 to the Municipal Code; and

WHEREAS, the City Council now finds it in the best interest of the City, its residents and business owners to amend the provisions in Chapter 5.05 to achieve greater consistency with existing State Law; and

WHEREAS, Ordinance 926 was replaced with Ordinance 944 which became effective in October 2018; and

WHEREAS, all of the preambles in Ordinance 944 are still true and accurate and included in these amendments as if fully set forth herein.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS FOLLOWS:

PART 1. Chapter 5.05 of Title 5, Commercial Cannabis Activity Section 5.05.050 Definitions, is hereby amended revising sub-section 26 as follows:

(26) "Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees, including packaging and creating pre-rolls as defined in Title 13 California Code of Regulations §§ 5000 & 5303, as amended.

1
Ordinance No.
Date Adopted:

PART 2. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be in violation of the law, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared in violation of the law.

PART 3. This Ordinance shall become effective thirty (30) days after the date of its adoption, and within fifteen (15) days after its adoption, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City.

INTRODUCED at a regular meeting of the City Council on February 4, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on February 18, 2020 by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Yxstian Gutierrez, Mayor

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

2
Ordinance No.
Date Adopted:

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City Council of the City of MORENO VALLEY, California, do hereby certify that the foregoing Ordinance No. , was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the 4th day of February, 2020 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the 18th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT: None

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

3
Ordinance No.
Date Adopted:



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: February 4, 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>	1/24/20 7:42 AM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:25 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:43 PM

**City of Moreno Valley
Personnel Changes
February 4, 2020**

New Hires

None

Promotions

Renee Bryant

From: Management Aide, City Clerk Department

To: Management Assistant, City Clerk Department

Transfers

None

Separations

Zoila Luna, Administrative Assistant, City Clerk Department



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 4, 2020

TITLE: AWARD THE PURCHASE OF NINETEEN VEHICLES, EQUIPMENT AND ASSOCIATED LIGHTING TO COWBOY CHRYSLER DODGE JEEP RAM (CDJR), MOORE CHRYSLER DODGE JEEP RAM (CDJR), SILSBEE FORD, QUINN COMPANY, INLAND KUBOTA, NIXON-EGLI EQUIPMENT CO., TURF STAR/WESTERN, AND SOUTHWEST TRAFFIC CONTROL SYSTEMS

RECOMMENDED ACTION

RECOMMENDED ACTION

Recommendations:

1. Award to Cowboy Chrysler Dodge Jeep Ram (CDJR) for the purchase of ten vehicles as follows: eight 2020 Ram 1500 pickup trucks; one 2020 Ram 3500 pickup truck; and one 2020 Jeep Wrangler;
2. Authorize the Purchasing Division Manager to issue a purchase order to Cowboy Chrysler Dodge Jeep Ram (CDJR) in the amount of \$276,962.72 plus an estimated sales and use tax amount of \$20,460.99 for a total amount of \$297,423.71;
3. Award to Moore Chrysler Dodge Jeep Ram (CDJR) for the purchase of three vehicles as follows: three 2020 Ram 3500 pickup trucks;
4. Authorize the Purchasing Division Manager to issue a purchase order to Moore Chrysler Dodge Jeep Ram (CDJR) in the amount of \$109,951.80 plus an estimated sales and use tax amount of \$8,220.18 for a total amount of \$118,171.98;

5. Award to Silsbee Ford for the purchase of one vehicle as follows: one 2020 Ford Transit Van;
6. Authorize the Purchasing Division Manager to issue a purchase order to Silsbee Ford in the amount of \$39,258.00 plus an estimated sales and use tax amount of \$2,918.88 for a total amount of \$42,176.88;
7. Award to Quinn Caterpillar for the purchase of one 2020 Caterpillar Wheel Loader;
8. Authorize the Purchasing Division Manager to issue a purchase order to Quinn Caterpillar in the amount of \$171,852.00 plus an estimated sales and use tax amount of \$13,318.53 for a total amount of \$185,170.53;
9. Award to Inland Kubota for the purchase of one 2020 Kubota Loader tractor;
10. Authorize the Purchasing Division Manager to issue a purchase order to Inland Kubota in the amount of \$67,456.55 plus an estimated sales and use tax amount of \$4,708.15 for a total amount of \$72,164.70;
11. Award to Nixon-Egli Equipment Company for the purchase of one 2020 Leeboy 8510E Asphalt Paver and one 2020 Hamm HD12VV asphalt compactor;
12. Authorize the Purchasing Division Manager to issue a purchase order to Nixon-Egli Equipment Company in the amount of \$228,656.73 plus an estimated sales and use tax amount of \$16,543.30 for a total amount of \$245,200.03;
13. Award to Turf Star/Western for the purchase of one 2020 Toro Workman HD with Multi Pro Sprayer;
14. Authorize the Purchasing Division Manager to issue a purchase order to Turf Star/Western in the amount of \$48,380.11 plus an estimated sales and use tax amount of \$3,749.46 for a total amount of \$52,129.57;
15. Award to Southwest Traffic Systems, Inc. for the purchase and installation of thirteen emergency light packages; and
16. Authorize the Purchasing Division Manager to issue a purchase order to Southwest Traffic Systems, Inc. in the amount of \$44,901.87 plus an estimated sales and use tax of \$2,699.08 for a total amount of \$47,600.95

SUMMARY

City staff recommends utilizing the cooperative purchase agreement with Houston Galveston Area Council Buy program (HGACBuy) for the FY 2019/20 Phase 5 Vehicle Replacement Program for non-specialized vehicle purchases. Additionally, Staff recommends utilizing the cooperative purchase agreement with Sourcewell (formerly

NJPA) for the purchase of specialized vehicles. Staff also recommends utilizing the cooperative purchase agreement with National IPA for the purchase of turf equipment. These standardized purchasing practices for vehicle and equipment purchases were approved by the City Council on May 16, 2017.

The use of cooperative purchase agreements between HGACBuy, Sourcewell, National IPA and their vendors provide the City an advantageous purchasing strategy. The contracts have been competitively bid, and HGAC, Sourcewell, and National IPA receive greater discounts from the vendors due to a higher purchase volume than the City would receive if issuing its own bid.

This purchase is funded through Capital Equipment Replacement funds in the Adoption of the Fiscal Year 2019/20-2020/21 Budget request approved by the City Council on May 7, 2019.

DISCUSSION

This vehicle purchase will represent Phase 5 of a planned Vehicle Replacement Program first initiated in FY 2015/16. The plan was implemented to address the substantial number of vehicles that were beyond their useful life in order to establish a solid foundation of fleet vehicles to support City services. The goal was to replace the vast majority of vehicles meeting the replacement criteria and deemed priority replacements. The City fleet currently consists of 183 active fleet vehicles and 12 pool vehicles. With the completion of Phase 5, 161 of 171 identified replacement vehicles, or 94%, will have been replaced. The remaining vehicles will be added to future phases of the Vehicle Replacement Program. The goal of the Vehicle Replacement Program is to insure vehicle reliability and cost-effective City programs support by complying with a best management practice of maintaining a fleet of vehicles and equipment.

Replacement needs and priority are based on a combination of age, maintenance history, mileage, and critical program support. The nineteen vehicles recommended for purchase will replace existing service and maintenance related vehicles, ranging in age from 9 to 30 years old. These vehicles have exceeded their normal life cycles and many have exceeded 100,000 miles. Replacing these vehicles is imperative to maintain service levels across city-wide business unit programs.

The HGACBuy Cooperative Purchasing Agreement – Contract VE11-18 was awarded November 1, 2018 and expires October 31, 2020 and was competitively solicited and awarded, which includes: Cowboy Chrysler Dodge Jeep Ram (CDJR), Moore Chrysler Dodge Jeep Ram (CDJR), and Silsbee Ford.

The Sourcewell Contract #052417-VTL was competitively solicited and awarded to VT Leeboy, Inc. on September 29, 2017 and expires on October 2, 2021 and is distributed by Nixon-Egli Equipment Company.

The Sourcewell Contract #032515-WAI was competitively solicited and awarded to Wirtgen America, LLC, manufacturer of Hamm compaction equipment, on May 19, 2015, and expires on May 19, 2020 and is distributed by Nixon-Egli Equipment

Company.

The Sourcewell Contract #032119-CAT was competitively solicited and awarded to Caterpillar, Inc. on May 13, 2019 and expires May 13, 2023 and is distributed by Quinn Company.

The Sourcewell Contract #062117-KBA was competitively solicited and awarded to Kubota Manufacturing Company on August 18, 2017 and expires on August 18, 2021 and is distributed by Inland Kubota.

The National Intergovernmental Purchasing Alliance Company (IPA) Contract was competitively solicited and awarded to Toro Company on April 1, 2017 and expires on March 31, 2022 and is distributed by Turf Star/Western.

Per the Moreno Valley Municipal Code, Section 3.12.260, "Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as "piggybacking," without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003; Ord. 587 § 2.1 (part), 2001)".

The nineteen proposed vehicle and equipment purchases will utilize one HGACBuy, four Sourcewell, and one National IPA vendors. The HGAC vendors will provide fourteen of the vehicles. The Sourcewell vendors will provide four vehicles, and the National IPA vendor will provide one.

Staff believes the HGAC, Sourcewell, and National IPA contracts provide the most competitive pricing and highest quality equipment to the City, thereby offering the best value.

ALTERNATIVES

1. Award to the specified vendors in the amounts outlined in the Recommended Action section for a total cost of \$1,060,038.35. *Staff recommends these actions as they are consistent with the best practice of replacing vehicles that exceed their useful life to support a cost-effective fleet replacement/maintenance program and provide reliable vehicles and equipment for City programs.*
2. Reject and/or award any of the individual recommended actions as presented in this staff report. *Staff does not recommend this action as this may result in excessive maintenance costs to maintain the existing vehicles, which have exceeded their normal life-cycle, and related potential down-time resulting in delays to City programs and services.*

FISCAL IMPACT

This purchase is funded through Capital Equipment Replacement funds in the Adoption of the Fiscal Year 2019/20-2020/21 Budget request approved by the City Council on May 7, 2019. The total amount for the nineteen vehicles, equipment, and associated lighting is \$1,060,038.35 inclusive of sales tax and miscellaneous charges. The adopted budget in account 1010-70-78-45370-660322 is sufficient to cover the purchase. No additional appropriation is required.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Joseph Mattox
Fleet and Facilities Maintenance Supervisor

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

Concurred by:
Angelic Davis
Purchasing 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Exhibit A Vehicle and Program Table (Feb 2020)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/29/20 9:01 AM
City Attorney Approval	<u>✓ Approved</u>	1/30/20 11:53 AM
City Manager Approval	<u>✓ Approved</u>	1/30/20 11:54 AM

Vehicle and Program Table

Building & Safety (3 Vehicles)						
CDD- Building				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
2	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
3	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
Code & Neighborhood Services (4 Vehicles)						
Code Compliance				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
2	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
3	2008	Ford	F250	Ram	1500, Crew, S/B	Light trucks & Vans
4	2008	Ford	Ranger	Ram	1500, S/B	Light trucks & Vans
Fire Prevention (1 Vehicle)						
Fire Prevention				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2008	Ford	F150	Ram	1500, Crew, S/B, 4x4	Light trucks & Vans
Emergency Management (1 Vehicle)						
OEM				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2008	Ford	F350 4x4	Ram	3500, 4x4, Crew, S/B	Light trucks & Vans
Police Department (2 Vehicles)						
Traffic-Community Services				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2010	Ford	Explorer	Jeep	Wrangler, 4x4. 4-Door	Light trucks & Vans
2	2002	ford	E350	Ford	Transit	Light trucks & Vans
Parks & Community Services (3 Vehicles)						
Parks Maintenance - General				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2002	Kubota	L48	Kubota	M62TLB-LB	Tractor
2	2005	Toro	Workman 3300-D	Toro	Workman HD w/ Multi Pro Sprayer	Utility Vehicle
CFD #1				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
3	2007	Ford	F150 4x4	Ram	3500, 4x4, L/B	Light trucks & Vans
Maintenance & Operations (4 Vehicle)						
Street Maintenance				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1				Ram	3500, Crew, 4x4, L/B	Light trucks & Vans
2	-	-	-	Caterpillar	926M	Loaders
3	2001	Lee Boy	L1000T	Lee Boy	8510E	Asphalt Paver
4	1988	Hyster	C330B	Hamm	HD12VV	Asphalt Roller
Technology Services (1 Vehicle)						
Telecommunications				Replacement Vehicle		
	Year	Make	Model	Make	Model	Vehicle Type
1	2008	Ford	F250 4x4	Ram	3500, 4x4, Crew, S/B	Light trucks & Vans

Attachment: Exhibit A Vehicle and Program Table (Feb 2020) (3871 : AWARD THE PURCHASE OF NINETEEN VEHICLES, EQUIPMENT AND



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: February 4, 2020

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBERS 40 AND 41 (RESO. NOS. 2020-__ AND 2020-__)

RECOMMENDED ACTION

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 40)
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 41)

SUMMARY

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

The City requires property owners of new development projects to mitigate the cost of

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

As a condition of approval for development of their project, Roman Catholic Bishop of San Bernardino and the Diocese of SB Education & Welfare Corp. (the "Property Owners") are required to provide a funding source for the operation and maintenance of certain public improvements (i.e., street lighting and landscape maintenance services) and have elected to annex the parcels of their projects into the District to satisfy the condition. The Property Owners have submitted Landowner Petitions approving the annexation and the City Clerk has confirmed the petitions are valid.

DISCUSSION

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

The Rate and Method of Apportionment of Special Tax ("RMA") for the District describes the different special tax rate areas, services provided, and the formula to calculate the special tax rate for each of the tax rate areas. Several special tax rate layers were created to accommodate a variety of scenarios to ensure costs are fairly shared between property owners. For example, there is a tax rate layer for "single-family residential street lighting" and one for "street lighting for property other than single-family residential" (e.g., commercial, industrial, or multi-family projects). Different tax rate layers are needed for street lighting because the spacing and size/type of lights differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping. A property owner's proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained and the number of properties sharing in the cost for that development.

Annexation to the District

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

As a condition of approval for the projects identified below, the Property Owners are

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

Property Owner/Project ¹	Assessor's Parcel Number(s)	Location	Amendment No.
Roman Catholic Bishop of San Bernardino St. Christopher's Church (expansion) PEN18-0181/SCP19-0006	479-200-040	Southeast corner of Perris Blvd. and Cottonwood Ave.	40
Diocese of SB Education & Welfare Corp. St. Christopher's Church (expansion) PEN18-0181/SCP19-0006	479-200-041	Southeast corner of Perris Blvd. and Cottonwood Ave.	41

¹The parcels included as part of the St. Christopher's Church project are owned by two separate parties.

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

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

The Property Owners elected to annex their property into CFD No. 2014-01 and have the special tax applied to the annual property tax bills. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the property, allowing a special election of the landowner. Adoption of the attached resolutions (Attachment 1 & 2) adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary maps (Attachment 3 & 4) and amended notice of special tax lien for Amendment No. 40 and 41. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 5 & 6).

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

ALTERNATIVES

1. Adopt the proposed resolutions. *Staff recommends this alternative as it will annex the property into CFD No. 2014-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*

2. Do not adopt the proposed resolutions. *Staff does not recommend this alternative as it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the proposed resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

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

Property Owner ¹	Service ² Tax Rate Area	Front Linear Footage ³	FY 2019/20 Maximum Special Tax Rate Per Front Footage ⁴	FY 2019/20 Maximum Special Tax ⁴
Roman Catholic Bishop of San Bernardino	Street Lighting for Property Other than Single-Family Residential, SL-02	417	\$4.12	\$1,718.04
	Landscaping for Property Other than Single-Family Residential, LM-02(A)	411	\$13.94	\$5,729.34
Diocese of SB Education & Welfare Corp.	Street Lighting for Property Other than Single-Family Residential, SL-02	398	\$4.12	\$1,639.76
	Landscaping for Property Other than Single-Family Residential, LM-02(A)	0	\$13.94	\$0.00

¹The parcels included as part of the St. Christopher's Church project are owned by two separate parties.

²A street light is planned to be installed at the end of St. Christopher Ln. A landscaped median is planned to be installed on Perris Blvd.

³Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project. The project, as a whole, was approved with the condition to provide a funding source for the improvements. Therefore, both parcels are being annexed into the District. The property owned by the Diocese of SB Education & Welfare Corp. does not have frontage adjacent to the landscape improvements. As a result, the applied rate would be \$0 based on its current configuration.

⁴The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate can be lower than but cannot exceed the maximum special tax rate. The FY 2019/20 applied rate for SL-02 is \$1.21/front linear foot. The FY 2019/20 applied rate for LM-02(A) is \$5.60/front linear foot.

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

NOTIFICATION

On December 5, 2019, the annexation materials were mailed to the Property Owners. A cover letter, Landowner Petition, RMA, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

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

Concurred by:
Candace E. Cassel
Special Districts Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety

- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

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

ATTACHMENTS

- 1. Resolution Ordering Annexation - Amendment No. 40
- 2. Resolution Ordering Annexation - Amendment No. 41
- 3. Boundary Map CFD 2014-01 - Amendment No. 40
- 4. Boundary Map CFD 2014-01 - Amendment No. 41
- 5. Certificate of Election Official - Amendment No. 40
- 6. Certificate of Election Official - Amendment No. 41

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 1:26 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:37 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:42 PM

RESOLUTION NO. 2020-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

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

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

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

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

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 40 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1
Resolution No. 2020-___
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

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

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

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

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

2

Resolution No. 2020-____
Date Adopted: February 4, 2020

section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

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

APPROVED AND ADOPTED this 4th day of February, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-___
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

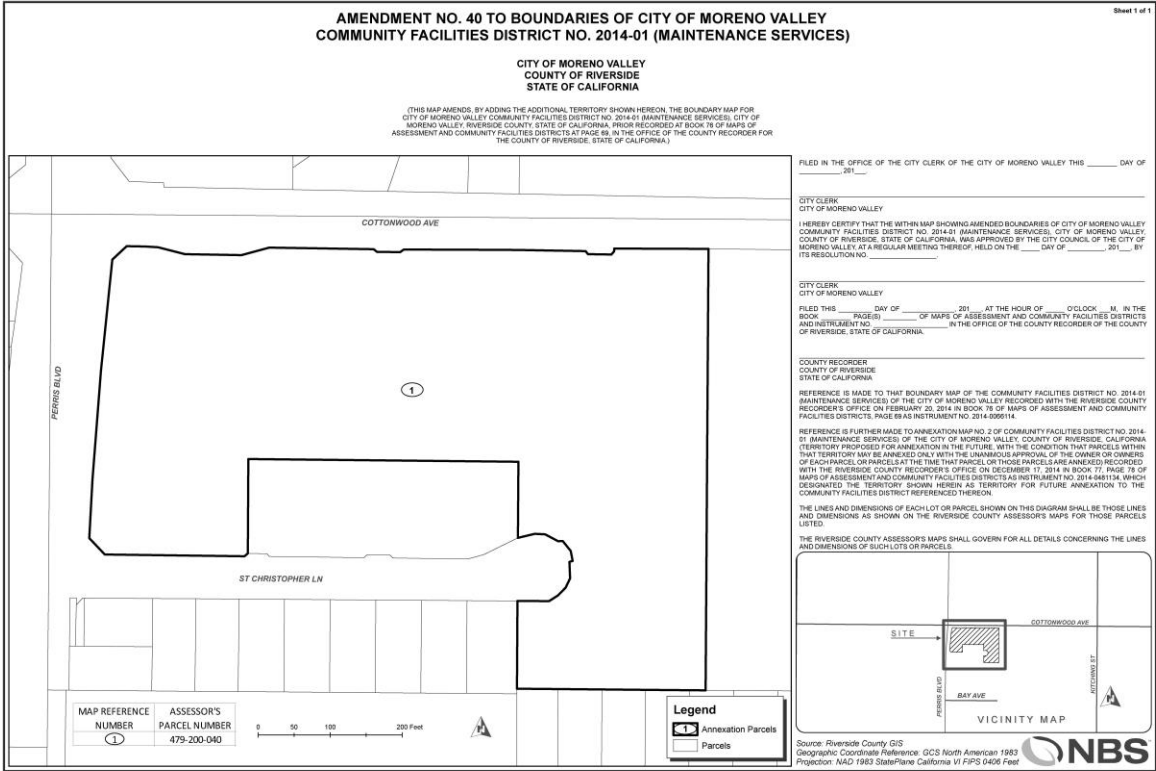
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 40	479-200-040	Street Lighting for Property Other than Single-Family Residential	SL-02
		Median(s) (other than Median(s)-Shared)	LM-02A
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

5
Resolution No. 2020-____
Date Adopted: February 4, 2020

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 40 (3794) : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

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

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

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

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

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 41 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1

Resolution No. 2020-____
Date Adopted: February 4, 2020

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

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

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

8. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

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

APPROVED AND ADOPTED this 4th day of February, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 41 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 4th day of February, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-___
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 41 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

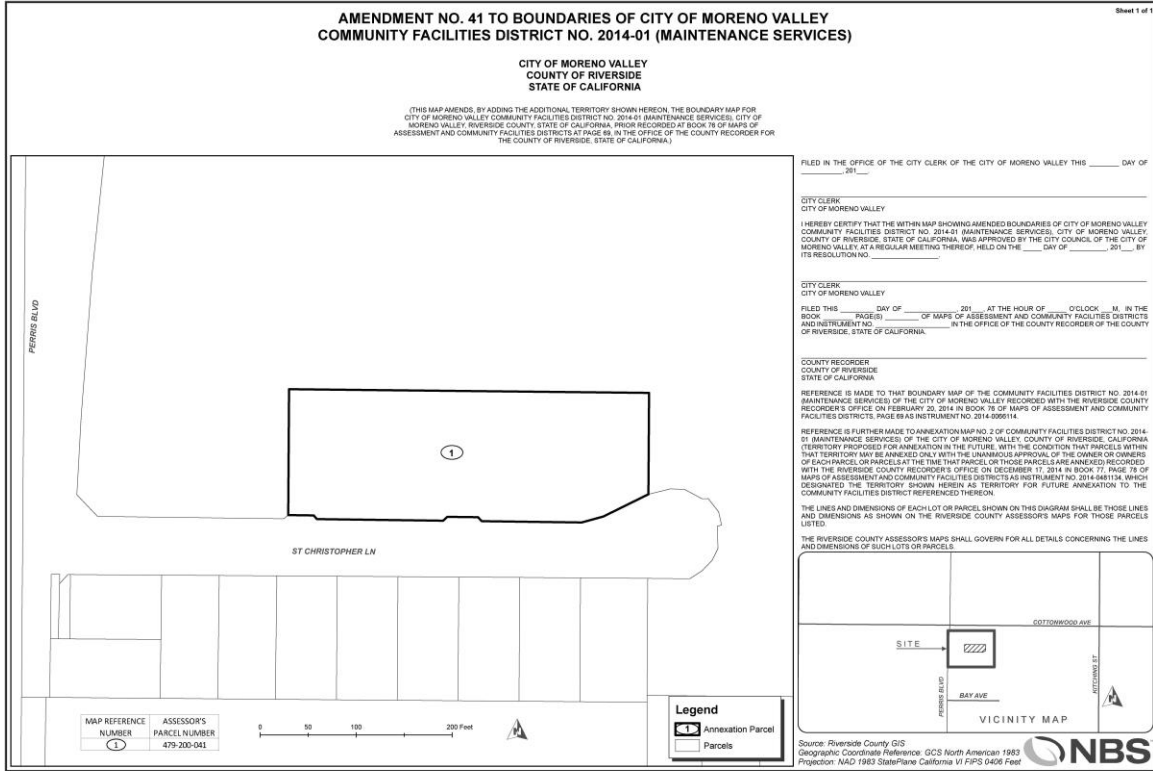
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 41	479-200-041	Street Lighting for Property Other than Single-Family Residential	SL-02
		Median(s) (other than Median(s)-Shared)	LM-02A
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 41 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

5
 Resolution No. 2020-____
 Date Adopted: February 4, 2020

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 41 (3794) : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO

AMENDMENT NO. 40 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 59, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

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

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

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

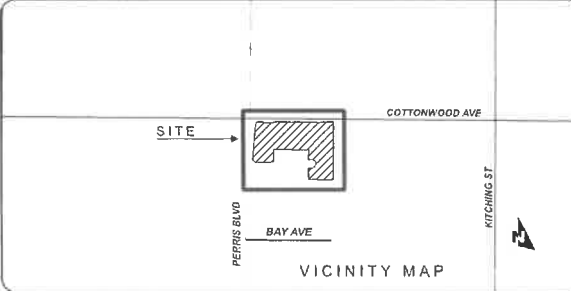
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 59 AS INSTRUMENT NO. 2014-006814.

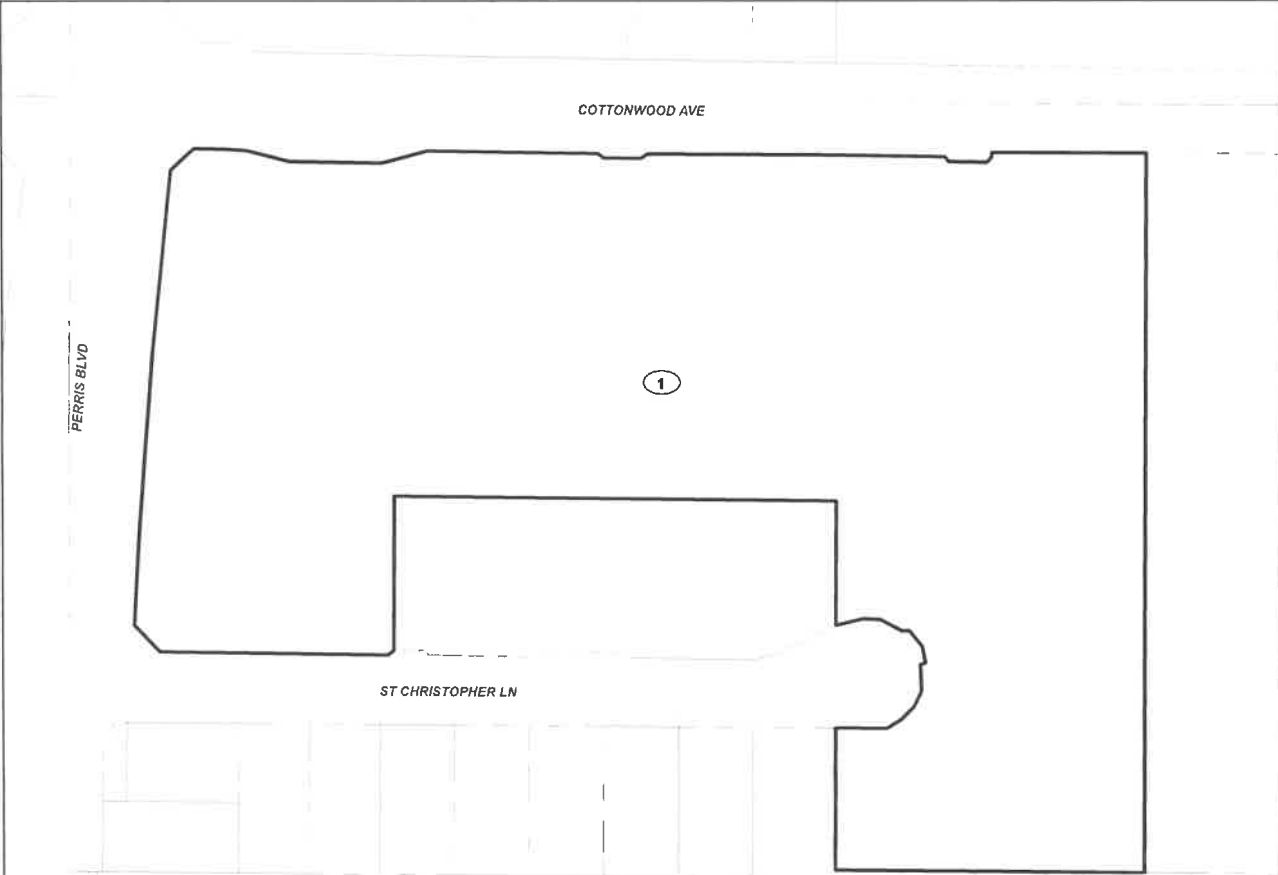
REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY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

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

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



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



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	479-200-040



Legend

- 1 Annexation Parcels
- Parcels

Attachment: Boundary Map CFD 2014-01 - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER

AMENDMENT NO. 41 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

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

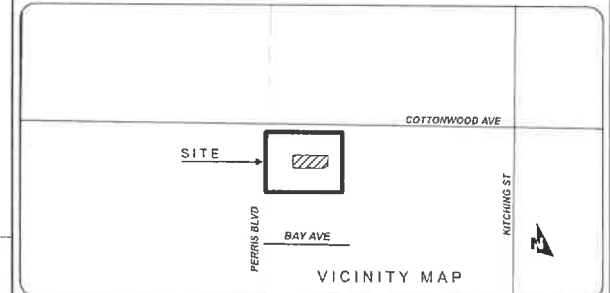
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

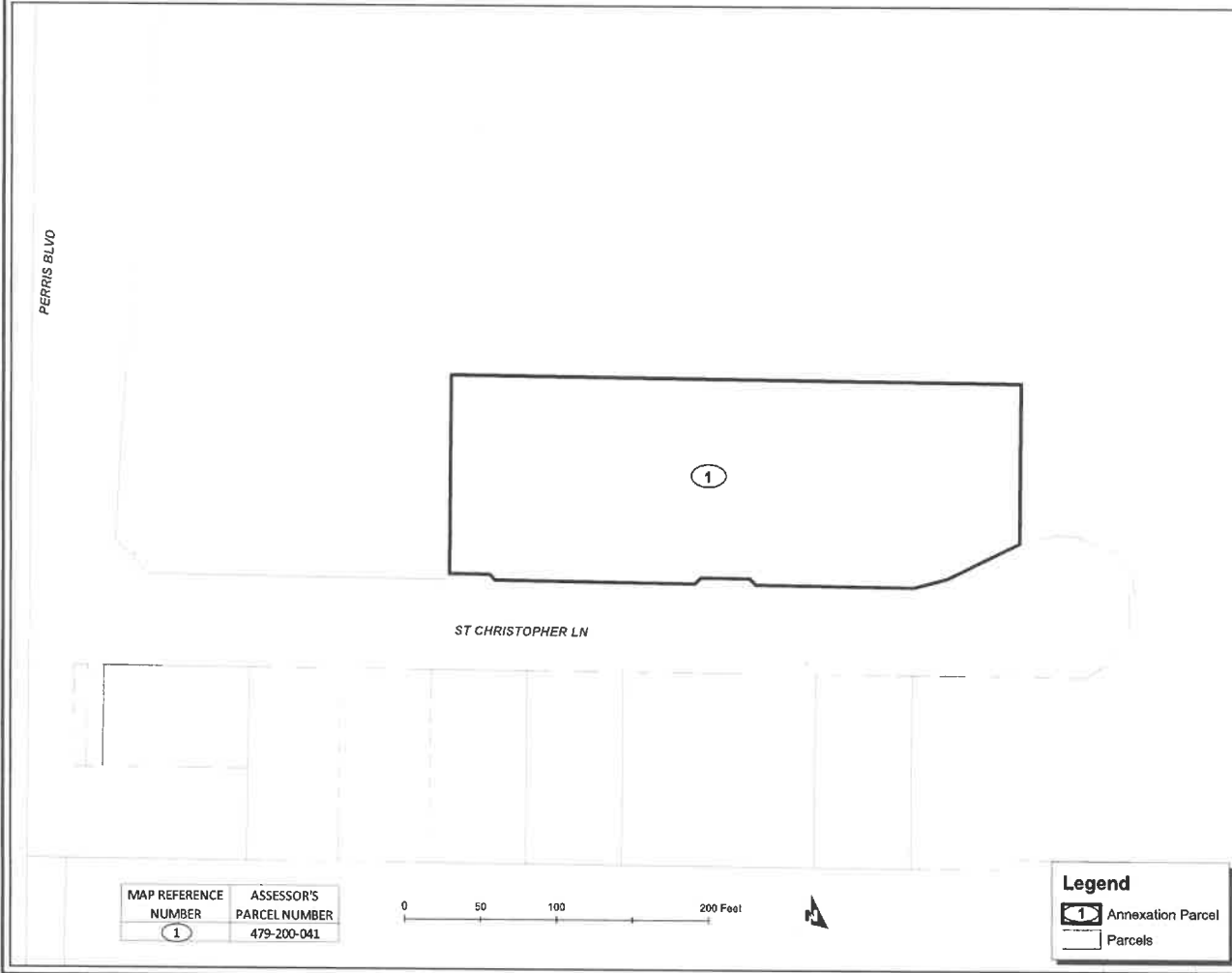
REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY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

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

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



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



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	479-200-041

Legend

- 1 Annexion Parcel
- Parcels

Attachment: Boundary Map CFD 2014-01 - Amendment No. 41 (3794 : PURSUANT TO LANDOWNER

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

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **January 13, 2020**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. **40**

WITNESS my hand this **13th** day of **January**, 2020.

Regina Flores

gr ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 40 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO


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

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **January 13, 2020**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 41

WITNESS my hand this **13th** day of **January**, 2020.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 41 (3794 : PURSUANT TO LANDOWNER PETITIONS, ANNEX PARCELS INTO



Report to City Council

TO: Mayor and City Council

FROM: John Salisbury, Chief of Police

AGENDA DATE: February 4, 2020

TITLE: SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR FY19-20

RECOMMENDED ACTION

Recommendations:

1. Accept the Supplemental Law Enforcement Services Account (SLESA) grant award for FY19-20.
2. Approve an increase of \$144,791.50 to the SLESA Grant Fund (Fund 2410) FY19-20 *revenue* budget to reflect the total FY19-20 allocation of \$492,229.50.
3. Approve an increase of \$144,791.50 to the SLESA Grant Fund (Fund 2410) FY19-20 *expenditure* budget to reflect the FY19-20 planned expenditure of \$492,229.50.

SUMMARY

This report requests the City Council accept the Supplemental Law Enforcement Services Account (SLESA) grant award used for frontline municipal police services. Council's approval to accept the SLESA award for FY19-20 will approve the FY19-20 allocation of \$492,229.50. This allocation is \$144,791.50 greater than the originally anticipated FY19-20 budget allocation. The budgetary adjustments being requested will increase the current FY19-20 appropriations for both SLESA revenues and expenditures by \$144,791.50.

DISCUSSION

The State of California allocates SLESA funding to various counties for the purpose of law enforcement services. The California Government Code Sections 30061 – 30065, detail the requirements for the funding to be reallocated between County Jail

Operations, the District Attorney’s Office, Juvenile Justice and Local Law Enforcement Municipalities based on a specified percentage set by the State.

The City of Moreno Valley uses the SLESA grant to fully fund one (1) sworn police officer assigned to the Career Criminal Apprehension Team (C-CAT) and fund 74% of a second sworn C-CAT police officer. The city General Fund will fund the remaining 26% of the second C-CAT position in its Special Enforcement Team (SET) budget.

Staff is requesting City Council to approve the award allocation and to adjust the FY19/20 SLESA budget based on recent notice of detailed calculations from Riverside County Sheriff’s Department.

ALTERNATIVES

- 1. Approve and accept the attached Supplemental Law Enforcement Services Account (SLESA) grant award for FY19-20 and related budgetary adjustments. *This alternative will ensure that the City receives all of this public safety funding.*
- 2. Do not approve or accept the attached Supplemental Law Enforcement Services Account (SLESA) grant award for FY19-20 and related budgetary adjustments. *This alternative will jeopardize SLESA funding and impact law enforcement services.*

FISCAL IMPACT

The recommended adjustments will increase the SLESA budgeted revenues and expenditures by \$144,791.50 as identified in the following table.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY19/20 Approved Budget	FY19/20 Proposed Amendment	FY19/20 Amended Budget
SLESA Grant	2410	60-69-76012-486000	Rev	\$347,438	\$144,791.50	\$492,229.50
Grant Expenditures	2410	60-69-76012-620320	Exp	\$347,438	\$144,791.50	\$492,229.50

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.

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. Form11_ELEAS_FY20
- 2. SLESA FY19-20 Expenditure Plan Form

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/28/20 9:07 PM
City Attorney Approval	<u>✓ Approved</u>	1/30/20 11:55 AM
City Manager Approval	<u>✓ Approved</u>	1/30/20 11:57 AM

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



A.10.a

ITEM: 2.7
(ID # 11104)

MEETING DATE:
Tuesday, November 5, 2019

FROM : AUDITOR CONTROLLER:

SUBJECT: AUDITOR-CONTROLLER: Fiscal Year 19/20 Allocation of Enhancing Law Enforcement Activities Subaccount (ELEAS) for Citizen's Option for Public Safety (COPS) Program and Juvenile Justice Crime Prevention Act (JJCPA), Districts All. [\$12,393,809 - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the attached FY 19/20 report on the distribution of the annual Enhancing Law Enforcement Activities Subaccount (ELEAS) for Citizen's Option for Public Safety (COPS) Program and Juvenile Justice Crime Prevention Act (JJCPA) from September 1, 2019 through August 31, 2020. (Attachment A).

ACTION: Consent


Elaine Bentley, Assistant District Attorney

10/22/2019


Ronald L. Miller, Interim Chief Probation Officer

10/23/2019

MINUTES OF THE BOARD OF SUPERVISORS

Attachment: Form11_ELEAS_FY20 (3900 : SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 8,994,719	\$ 3,399,090	\$ 12,393,809	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: State Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20 & 20/21	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

Pursuant to current law, the State Controller is required to allocate funds to each County that established an Enhancing Law Enforcement Service Activities Subaccount (ELEAS) in accordance with the proportionate share of the State's total population that resides in the cities within the County and the unincorporated area of the County.

Government Code 30061 requires the County Auditor-Controller to allocate the moneys in the County's ELEAS within 30 days of the deposit of those moneys into the fund.

Fiscal Year 19/20 Allocation ELEAS for COPS and JJCPA allocation is \$12,393,809 and will be received in monthly installment payments. The data on Attachment A represents the distribution for the COPS Program and the JJCPA. The Cities share of the total ELEAS allocation is \$3,902,722 and the County's share is \$8,491,087. The County's share will be distributed as follows: \$1,945,761 to the COPS Program and \$6,545,326 to JJCPA.

Impact on Residents and Businesses

Fiscal Year 19/20 ELEAS allocation is used to fund jail operations, criminal prosecution, front-line law enforcement, and a comprehensive multi-agency juvenile justice program.

SUPPLEMENTAL:

Additional Fiscal Information

Fiscal Year 19/20 ELEAS payments are received from the State between the months of September 2019 and August 2020, therefore payments to the Cities and the County will be allocated between FY20 and FY21. During FY20 total estimated amount to be allocated is \$8,994,719 and \$3,399,090 in FY21.

ATTACHMENT A. Allocation of Enhancing Law Enforcement Activities Subaccount (ELEAS)



Stephanie Perera, Principal Management Analyst 10/28/2019

Attachment: Form11_ELEAS_FY20 (3900 : SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT (SLESA) EXPENDITURE PLAN FOR

Supplemental Law Enforcement Standardized Forms

Expenditure Plan

FY19-20

City Name: CITY OF MORENO VALLEY

Beginning Fund Balance	-
Prior Year Allocation/Adjustment	176,548.50
Current Year Allocation	315,681.00
Total Allocation	492,229.50

EXPENDITURE PLANNED

Salaries and Benefits	492,229.50
Services and Supplies	
Equipment	
Administrative Overhead	
Total Expenditure Planned	492,229.50

Date approved by the City Council: 2/4/2020

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed. **NOTE:** As of FY2018-19, this form is only used for Internal Purposes.

Please provide the name of a contact person if there are any questions:

Felicia London
Name

2/4/2020
Date



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as
 President and Members of the Board of Directors of the
 Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: February 4, 2020

TITLE: APPROVE AND EXECUTE THE AGREEMENT WITH
 HORIZONS CONSTRUCTION COMPANY
 INTERNATIONAL, INC., FOR CONSTRUCTION OF THE
 CIVIC CENTER AMPHITHEATER AND PARK, PROJECT
 NO. 803 0037 AND BUDGET APPROPRIATION

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for the Construction of the Civic Center Amphitheater and Park with Horizons Construction Company International, Inc., the lowest responsible bidder.
2. Authorize the Executive Director to execute the Agreement for the Construction of the Civic Center Amphitheater and Park with Horizons Construction Company International, Inc.; and issuance of the Purchase Order for construction after the Agreement has been fully executed.
3. Authorize the Executive Director to execute any subsequent related Extensions or Amendments to the Agreement within the authorized funding, subject to the approval of the City Attorney.
4. Authorize the Parks and Community Services Director to accept the improvements into the Moreno Valley Community Services District's maintained system upon acceptance of the improvements as complete.
5. Approve Budget Adjustments as contained in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of the Agreement for Construction of the Civic Center Amphitheater and Park with Horizons Construction Company International, Inc. The project is funded with a combination of development impact fees and parks project funds which are restricted for this type of community use and has been approved in the City’s Capital Improvement Plan. In addition, Moreno Valley Utility (MVU) is funding the cost for LED lighting and electrical infrastructure to accommodate future electric vehicle charging stations for the Civic Center.

DISCUSSION

The construction of the Civic Center Amphitheater and Park project as proposed in this report consists of a seven-acre park featuring a 500-600 seat outdoor amphitheater with arced seating facing a raised stage platform. The proposed project also includes a full parking lot with spaces for up to 360 vehicles and a state of the art audio visual system, including a video wall for movie viewing and graphics.

The Civic Center Amphitheater and Park was advertised for construction bids on December 18, 2019 and formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via our electronic bid management system, Planet Bids, on January 14, 2020. Three bids were submitted for this project.

Contractors	Base + Additive Alt. Bids
Horizons Construction Company International, Inc.	\$ 6,694,304.06
PCN3, Inc.	\$ 7,255,804.72
Keystone Builders, Inc.	\$ 8,585,610.84

The engineer’s estimate for the base bid and all bid additive items is \$5,947,050. The lowest responsible bidder was determined by comparing the cumulative total for all base and additive alternate bid items as stipulated within the bidding documents.

Staff has determined the lowest responsible bidder to be Horizons Construction Company International, Inc., and to award the base bid plus additive alternate bid in the amount of \$6,694,304.06 and authorization of 10% contingency in the amount of \$669,430.41 to account for any latent or unforeseen circumstances encountered during construction.

This project has been in the making for almost two years beginning with the conceptual plan, extending to full design and finally construction documents. Not moving ahead with the project at this time will result in further construction cost increases to the project.

Approval with this project as presented will bring a much-needed artistic and cultural resource to the community, with sufficient parking and an audio visual package that will attract the most professional musicians and artists. While many cities are also

constructing outdoor amphitheaters, Moreno Valley’s unique design and various seating options sets it apart from others. It is important to the community to provide a high quality venue like this to keep residents home in Moreno Valley, rather than traveling to neighboring cities for entertainment. This outdoor venue will further strengthen cultural bonds in our community by bringing diverse groups together with programming for youth performances, musicals, yoga, art exhibitions, and community concerts. This year-round venue will also support the Council's commitment to boost tourism and economic development within the City.

Construction of the Civic Center Amphitheater and Park project is fully consistent with *Momentum MoVal*, Moreno Valley’s strategic vision. This planning tool, which holds valuable input from residents and stakeholders, emphasizes initiatives to enhance beautification, quality of life, infrastructure, and youth programs.

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. ***Staff recommends this alternative as it will allow for timely construction of the amphitheater and park.***
- 2. Elect not to approve and authorize the recommended actions as presented in this staff report, and provide further direction to staff. ***Staff does not recommend this alternative as it will delay the construction of the park and amphitheater.***

FISCAL IMPACT

There is no impact to the General Fund. The total cost of the Civic Center Amphitheater and Park project is \$8,375,222, of which, \$5,336,629 has already been appropriated. The remaining project balance of \$3,038,593 is available in Park Improvements DIF (Fund 2905) in the amount of \$2,109,874, in Rec Center DIF (Fund 2907) in the amount of \$679,694, and MVU funding (Fund 6011) in the amount of \$249,025. Contingent upon the Council’s approval of the construction contract, TKE Engineering, Inc., will provide project management for the project (under separate Council Item).

AVAILABLE PROJECT FUNDS:

Park Improvements DIF Fund	\$2,109,874
Rec Center DIF Fund	\$679,694
MVU.....	\$249,025
Total Available Project Funds	\$3,038,593
Previous Appropriations	\$5,336,629
Total Project Cost.....	\$8,375,222

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Transfer Out	Park Improvements DIF	2905-99-95-92905-903000	Exp	\$98,485	\$2,109,874	\$2,208,359
Transfer Out	Rec Center DIF	2907-99-95-92907-903000	Exp	\$0	\$679,694	\$679,694
Electric Improvements	MVU	6011-30-80-45510-660610	Exp	\$570,772	\$249,025	\$819,797
Transfer In	Facility Const.	3000-99-99-93000-802905	Rev	\$98,485	\$2,109,874	\$2,208,359
Transfer In	Facility Const.	3000-99-99-93000-802907	Rev	\$0	\$679,694	\$679,694
Project Budget	Facility Const.	3000-50-57-80003-720199 803 0037-3000-99	Exp	\$5,000,490	\$2,789,568	\$7,790,058

ANTICIPATED PROJECT SCHEDULE

Notice to Proceed.....	February 2020
Start of Construction.....	March 2020
Construction Completion.....	August 2020
Project Closeout.....	September 2020

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Lee Withers
Parks Projects Coordinator

Department Head Approval:
Patricia Solano
Parks and Community Services Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library

- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 1.5: Showcase Moreno Valley’s unique assets.

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

- 1. Agreement for Public Works Project - Civic Center Amphitheater and Park Project

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/29/20 12:45 PM
City Attorney Approval	<u>✓ Approved</u>	1/30/20 11:50 AM
City Manager Approval	<u>✓ Approved</u>	1/30/20 11:52 AM

City of Moreno Valley
Public Works Agreement

CIVIC CENTER AMPHITHEATER AND PARK
PROJECT No.: 803 0037

This Agreement is made by and between the City of Moreno Valley, with its principal place of business at 14177 Frederick Street, Moreno Valley, California 92552, (hereinafter referred to as "Agency") and the contractor set forth below, (hereinafter referred to as "Contractor").

WHEREAS, Agency has determined it is necessary and desirable to secure certain services for the above-referenced Project; and,

WHEREAS, Agency staff does not have the expertise and/or capacity to perform this work in-house; and,

WHEREAS, the public interest, convenience, necessity and general welfare will be served by this Agreement; and,

WHEREAS, Contractor is specially trained, experienced and competent to perform the services required by this agreement; and,

WHEREAS, Contractor represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED by and between Agency and Contractor as follows:

A. CONTRACTOR INFORMATION -

Contractor's Name: Horizons Construction Company International, Inc.

Address: 432 W. Meats Avenue

City: Orange State: CA Zip: 92865

Business Phone: (714) 626-0000 Fax No. (714) 626-0006

Other Contact Number: _____

Email: kinan@horizonscci.com

Business License Number: 37081

Federal Tax I.D. Number: 14-1865687

Contractor's License No.: 825022

DIR PWC Registration No.: 1000011017

B. COMPLETION PERIOD - 145 Calendar Days

C. KEY PERSONNEL - Kinan Kotrash

D. CONTRACTOR REPRESENTATIVE - Kinan Kotrash

E. CONTRACT PRICE - \$6,694,304.06, plus 10% contingency not to exceed \$669,430.00

F. NOT TO EXCEED - The Contractor's total compensation under this Agreement shall not exceed SEVEN MILLION, THREE HUNDRED SIXTY-THREE THOUSAND, SEVEN HUNDRED THIRTY-FOUR, and 06/100 DOLLARS (\$ 7,363,734.06).

G. ALTERNATE BIDS - The Alternate Bid Items selected by the City and included in the Contract are attached hereto.

H. CONTRACT TIMES -

Base Bid: 130 Calendar Days

Alternate Bid: 15 Calendar Days

I. CITY CONTRACT - All of the terms, conditions, and exhibits attached hereto and designated as FORM CA105, are hereby incorporated herein and made a part of this Agreement as if set forth herein in full.

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

City of Moreno Valley
Public Works Agreement

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

<p>City of Moreno Valley</p> <p>Print Name: <u>Mike Lee</u></p> <p>Signature: _____</p> <p>Title: <u>Interim City Manager</u></p> <p>Date: _____</p> <p>Attest: _____</p> <p>City Clerk (only if Mayor signs)</p> <p>Approved as to Legal Form</p> <p>By: _____</p> <p>Dep. / Asst. / City Attorney</p> <p>Date: _____</p> <p>Recommended For Approval</p> <p>By: _____</p> <p>Title: <u>Parks and Community Services Director</u></p> <p>Date: _____</p>	<p>Contractor Name: <u>Horizons Construction Company International, Inc.</u></p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. Two (2) corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

Agreement For
Public Works Projects Over \$25,000
No Federal Funds

1. **SCOPE OF SERVICE** - The Contractor's scope of services for the Project is described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter the "Project" or the "Work").
2. **INSURANCE** - The Contractor and each of its subcontractors shall comply with all insurance requirements set forth in Exhibit "B", attached hereto and incorporated herein by this reference. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor.
3. **AGENCY RESPONSIBILITIES** – The Agency's responsibilities under this Agreement, other than terms of payment, are described in Exhibit "C", attached hereto and incorporated herein by this reference.
4. **ADDITIONAL CONTRACT DOCUMENTS** - The Contract Documents consist of the following, which are incorporated herein by this reference:
 - a. Governmental approvals, including, but not limited to, permits required for the Work;
 - b. Any and all Contract Change Orders issued after execution of this Agreement;
 - c. Any addenda issued prior to the opening of the Bids;
 - d. The City Special Provisions, including the General Provisions and Technical Provisions thereof, which amend, modify, and or supplement the Standard Specifications for Public Works Construction ("Greenbook");
 - e. The specifications, standards, and procedures set forth in the latest Greenbook and the California Building Standards Code ("CBSC"), as each may be amended from time to time (together, "Public Works Authority");
 - f. Project Plans;
 - g. City Standard Plans;
 - h. Caltrans Standard Plans;
 - i. Other Agency Standard Plans specified by the City Engineer;
 - j. The Bidding Documents;
 - k. Contractor's Certificates of Insurance and Endorsements;
 - l. Contractor's Bidder's Proposal and Subcontractor Listing.
5. **CONFLICTS** - In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by Agency in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the Agreement, followed by the Exhibits to the Agreement, followed by the documents listed in Section 6, above, in order of precedence.
6. **PAYMENT TERMS** - In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items and Alternate Bid Items, if any, awarded by the City is set forth on in Section "E" of this Agreement ("Contract Price"). The Alternate Bid Items selected by the City and included in the Contract are set forth in Section

“G” of this Agreement. It is understood and agreed that the quantities set forth in the Bidder’s Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder’s Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

The Contractor's total compensation shall not exceed the amount set forth in Section “F” of this Agreement.

Based upon applications for payment submitted by the Contractor to the Agency, the Agency shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the City Special Provisions.

The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the Agency. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml

The Contractor will electronically submit an invoice to the Agency as provided in this Agreement for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the Agency pay for more services than have been satisfactorily completed and the Agency determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable questions can be directed to (951) 413-3087.

The Contractor agrees that Agency payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the Agency. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at http://www.moval.org/city_hall/forms.shtml#bf.

The minimum information required on all invoices is:

- a. Vendor Name, Mailing Address, and Phone Number
- b. Invoice Date
- c. Vendor Invoice Number
- d. City-provided Reference Number (e.g. Project, Activity, Purchase Order No.)
- e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

The Agency shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same, provided the services reflected in the invoice were performed to the reasonable satisfaction of the Agency in accordance with the terms of this Agreement.

Pursuant to Public Contract Code section 9203, the Agency shall retain no less than five (5) percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the Agency’s acceptance of the work pursuant to this Agreement.

Payments to the Contractor pursuant to this Agreement will be reported to federal and state taxing authorities as required. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor’s time and materials charges

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

under the Agreement. Upon reasonable notice, such records must be made available to the Agency’s agent; however, nothing herein shall convert such records into public records, unless otherwise required by law. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

The Agency may withhold payments to cover claims filed under Civil Code § 9350 et seq.

Pursuant to Labor Code Section 1773.3, the Agency shall withhold final payment due to Contractor until at least thirty (30) days following submission of all information required to be submitted by Contractor under that Section and as required for a Notice of Award to be provided to the Department of Industrial Relations. This Section shall not apply to Projects of \$25,000 or less for construction, alteration, demolition, installation or repair work or to projects of \$15,000 or less for maintenance work.

- 7. **TERM** – The term of this Agreement shall commence upon execution by Agency, and terminate two (2) years after acceptance of the work, pursuant to this Agreement, or release of the Performance Bond, whichever occurs first.
- 8. **CONTRACT TIME** – After the Agreement has been fully executed by the Contractor and the Agency, the Agency shall issue the “Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials.” The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Times set forth in Section “H” of this Agreement. The Contract Time is therefore dependent on the number of alternative Bids selected, if any, and will be based on the table in Section “H” of this Agreement. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within the Preconstruction Contract Time period set in Section “H” of this Agreement, after the date of commencement of the Contract Time. This duration is part of the Contract Time.

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

- a. Submitting and obtaining approval of Traffic Control Plans
- b. Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- c. Submitting and obtaining approval of critical required submittals
- d. Installation of the approved Project Identification Signs
- e. Obtaining an approved no fee Encroachment Permit
- f. Obtaining a Temporary Use Permit for a construction yard
- g. Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents
- h. Completion of all pre-construction activities under Environmental Mitigations

If the Agency’s issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor’s failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the Agency’s receipt of said documents. This right is in addition to and does not affect the Agency’s right to demand forfeiture of Contractor’s Bid Security if Contractor persistently delays in providing the required documentation.

After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the Agency shall issue the “Notice to Proceed with Construction,” at which time the Contractor

shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, fails to fulfill the preconstruction requirements, and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the Agency \$750.00 per Calendar day that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the Agency or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Parties acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the Agency will incur in the event of late completion of the Work. The Parties acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the Agency's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the Agency will have the right to deduct liquidated damages against progress payments or retainage and that the Agency will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the Agency.

- 10. **STOP WORK** - Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.
- 11. **EARLY COMPLETION** - While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Agency is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.
- 12. **WORK DAYS** - The work performed in this Agreement shall be performed Monday through Friday, 7 a.m. to 5 p.m. Agency observed holidays shall be observed by the Contractor and no work shall be performed on these dates, unless prior written permission is granted.
- 13. **SUBSTANTIAL COMPLETION** - Substantial completion of work shall be evidenced by inspection and approval by Agency staff in writing.
- 14. **LABOR LAWS** - All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

15. **DISCRIMINATION** - Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of denial of family and medical care leave; race; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.
16. **PREVAILING WAGES** - Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California ("DIR") has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the DIR Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at Agency Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the Agency an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the Agency twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices

the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the Agency or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors must be registered with the DIR pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Contractor represents and warrants that Contractor is registered with the DIR in the manner prescribed by the DIR and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the DIR in accordance with Section 1725.5.

- 17. **CONTROL OF WORK** - Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The Agency will not provide any training to Contractor or his/her/its employees.
- 18. **INDEPENDENT CONTRACTOR** - Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the Agency, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the Agency, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the Agency.
- 19. **SUBCONTRACTORS** - Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the Agency. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the Agency shall have no obligation to pay for any subcontractor services rendered.
- 20. **EXTRA WORK AND CHANGE ORDERS** - Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the Agency and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The Agency’s form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The Agency shall not require Contractor to perform any extra work or a change in

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

work without written authorization. A change order shall not be enforceable against the Agency unless the change order complies with this provision.

- 21. **AGENCY APPROVAL** - All work prepared by Contractor shall be subject to the approval of Agency.
- 22. **KEY PERSONNEL** - Contractor has represented to Agency that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of Agency. In the event that Agency and Contractor cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the Agency, or who are determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the Agency. The key personnel for performance of this Agreement are as set forth in Section "C" of this Agreement.
- 23. **REPRESENTATIVES** - The Agency hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Agency's Representative"). Contractor shall not accept direction or orders from any person other than the Agency's Representative or his or her designee.

Contractor hereby designates person set forth in Section "D" of this Agreement, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.

- 24. **LEGAL COMPLIANCE** - The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Agency, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Agency, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 25. **STANDARD OF CARE** - Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the Agency, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

26. **INDEMNIFICATION** - To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley (sometimes "City"), the Moreno Valley Community Services District (sometimes "CSD"), the City Council and Board of Directors and each member thereof, the Moreno Valley Housing Authority, and, if TUMF funding utilized, the Western Riverside Council of Governments ("WRCOG") and all of their respective officials, officers, directors, employees, commission members, representatives and agents (collectively "Indemnitees" and singularly "Indemnitee"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the work or the Project or any breach of this Agreement by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, or any person performing any of the work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- a. Any activity on or use of the CSD's and/or City's premises or facilities;
- b. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to this Agreement, whether or not caused in part by an Indemnitee;
- c. The failure of Contractor or the work to comply with any applicable law, permit or orders;
- d. Any misrepresentation, misstatement or omission with respect to any statement made in this Agreement or any document furnished by the Contractor in connection therewith;
- e. Any breach of any duty, obligation or requirement under this Agreement or any document furnished by Contractor in connection therewith, including, but not limited to any breach of Contractor's warranties, representations or agreements;
- f. Any failure to coordinate the work with Agency's separate contractors;
- g. Any failure to provide notice to any party as required by this Agreement or any document furnished in connection therewith;
- h. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- i. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City and/or CSD), and injury or death sustained by any person or persons (including, but not limited to, Contractor's employees or agents, and members of the general public);
- j. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;
- k. Any dangerous, hazardous, unsafe or defective condition of, in or on the Project site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or subcontractors;
- l. Any operation conducted upon or any use or occupation of the Project site by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;
- m. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or subcontractors;

- n. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Agency arising out of Contractor's work, for which the Contractor is responsible; and
- o. Any and all claims against the Agency seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the Agency from such claims.

Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitees, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) calendar days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the Agency.

It is the intent of the parties that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by applicable law. In the event that any of the defense, indemnity or hold harmless provisions in the Agreement are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

In addition to the requirements set forth above, Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such subcontractors' work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this section.

Contractor's obligations under this section are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Agreement. Contractor's indemnification and defense obligations set forth in this section are separate and independent from the insurance provisions set forth in the Agreement, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor; any subcontractor; any supplier of the Contractor or subcontractors; anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable, the obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or any supplier of either of them, under workers' compensation acts, disability benefit acts or other employee benefit acts. Failure of the Agency to monitor compliance with these requirements imposes no additional obligations on the Agency and will in no way act as a waiver of any rights hereunder.

Subject to applicable law, in the event a claim arises prior to final payment to Contractor, the Agency may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such claims; provided, however, the Agency may release such funds if the Contractor provides the Agency with reasonable assurances of protection of the Indemnitees' interests. The Agency shall, in its sole discretion, determine whether such assurances are reasonable.

Contractor's obligations under this section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

27. **SECURITY / BONDS** - The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the Agency. The bond shall be furnished as a guarantee of the faithful performance of the requirements of this Agreement as may be amended from time to time, including, but not limited to, for protection against liability for delays and damages (both direct and consequential) to the Agency and the Agency's consultants and other contractors, and to ensure all warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the compensation to be paid Contractor under this Agreement. The Performance Bond shall remain in force until at least two (2) years after the date of final acceptance of the Project, unless the City determines, in its sole and absolute discretion, to release the Performance Bond earlier and notifies Contractor in writing.

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the Agency in an amount that shall remain equal to one hundred percent (100%) of the compensation to be paid Contractor under this Agreement to secure payment of all claims, demands, stop notices, or charges of material suppliers, mechanics, or laborers employed by the Contractor or by any subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Project. The Labor and Materials Payment Bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the Agency. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Agreement. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current

copy of the power of attorney. In the event of changes that increase the Agreement compensation, the amount of each bond shall be deemed to increase and at all times remain equal to the Agreement amount. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate by reference the Agreement and the obligations to complete the Project in accordance with the Agreement. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Agreement or the work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Agreement. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Agency.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the Agency, become non-responsible or unacceptable, the Contractor shall, within ten (10) calendar days after receiving notice from the Agency, provide written documentation to the satisfaction of the Agency that Contractor has secured new or additional sureties for the bonds; otherwise the Contractor shall be in default of the Agreement. No further payments shall be deemed due or will be made under the Agreement until a new surety(ies) qualifies and is accepted by the Agency.

Contractor agrees that said bonds are separate obligations of the Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

28. **WARRANTY** - The Contractor, the Contractor's heirs, executors, administrators, successors, and/or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished, including without limitation materials to be of good quality and fit for their purpose and intended use. If any defects in materials or workmanship become evident prior to expiration of the term of this Agreement or release of the Performance Bond, whichever occurs first, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the plans and specifications. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work which the Agency by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned requirements within seven (7) calendar days after being notified in writing of failure to diligently pursue such compliance to completion, the Agency is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

If, in the opinion of the Agency, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the Agency or to prevent interruption of operations, the Agency shall attempt to give the Contractor notice of the same. If Contractor cannot be contacted or does not comply with the Agency's request for correction within a reasonable time as determined by the Agency, the Agency may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the Agency will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

This section does not in any way limit the Agency's remedies available under the law, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. Contractor agrees to act as a co-guarantor with such

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

manufacturer or supplier and shall furnish the Agency all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

29. **INTELLECTUAL PROPERTY** - Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the Agency unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The Agency and the Contractor agree that to the extent permitted by law, until final approval by the Agency, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

30. **TERMINATION** - The Agency may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the Agency. The Agency shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

Either party may terminate this Agreement for cause. In the event the Agency terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

If this Agreement is terminated as provided herein, Agency may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

31. **AGENCY EMPLOYEES** - The Contractor shall not employ any employee or official of the City or CSD in the work performed pursuant to this Agreement. No officer or employee of the City or CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.

32. **NONLIABILITY OF AGENCY EMPLOYEES** - No officer or employee of the City or CSD shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Contractor or to its successor, or for any breach of any obligation of the terms of this Agreement.

33. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

34. **CHOICE OF LAW** - The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

35. **ATTORNEYS' FEES** - Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs, fixed by the court. In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

any post judgment proceedings to enforce any judgments in connection with this Agreement. The provision is separate and several and shall survive the merger of this provision into any judgment.

- 36. **NOTICES** - All notices permitted or required under this Agreement shall be given to the respective parties at the addresses set forth above, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.
- 37. **RECORDS** - The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, and records current, and recordings of all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the CSD, County of Riverside, the State of California, the federal government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after acceptance of the Project by the Agency.
- 38. **PERFORMANCE** - The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the Agency
- 39. **WORKERS COMPENSATION** - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the Agency, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.
- 40. **WAIVERS AND RELEASES** - Contractor expressly waives any claims for any compensation or benefits afforded to Agency employees and not to independent contractors, and waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- 41. **ACCEPTANCE OF WORK** - Acceptance of the work shall be by action of the Agency's Board or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

the Agency of any defects in the work. From and after acceptance, the work shall be owned and operated by the Agency. As a condition to acceptance, Contractor shall certify to the Agency in writing that all of the work has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactorily to the Agency, guaranteeing such performance.

42. **LICENSES** - The Contractor and all subcontractors shall obtain and keep current a valid City of Moreno Valley Business License and all professional licenses, certifications and/or permits necessary for performing the services describe in this Agreement prior to commencement and throughout the term of this Agreement.

43. **DEFAULT** - Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and diligently completes such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

44. **CUMULATIVE REMEDIES** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

45. **CONFLICTS OF INTEREST** - Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the Agency officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the Agency.

46. **TIME OF ESSENCE** - Time is of the essence for each and every provision of this Agreement

47. **NON-EXCLUSIVITY** - The Agency reserves the right to employ other contractors in connection with work ancillary to the Project. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others and coordinating with the work by others. The Agency, other contractors and utilities shall have the right to operate within or adjacent to the Project site during the performance of such work.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

- the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
48. **AMENDMENT** - No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
 49. **WAIVER** - No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
 50. **THIRD PARTIES** - There are no intended third party beneficiaries of any right or obligation assumed by the parties.
 51. **COUNTERPARTS** - This Agreement may be signed in counterparts, each of which shall constitute an original.
 52. **INVALIDITY/SEVERABILITY** - If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that comes closest to expressing the intention of such invalid or unenforceable term.
 53. **ASSIGNMENT/TRANSFER** - Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

EXHIBIT A
SCOPE OF SERVICES

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

Scope of Work shall be in accordance with City of Moreno Valley Bid No. 2019-043. In the event of any conflict in the provisions thereof, the terms of said Bid Documents shall control, each over the other, in the following order:

- a. This Agreement
- b. Any and all Contract Change Orders issued after execution of the Agreement
- c. Addenda Nos. 1 and 2, inclusive, issued prior to the opening of the Bids
- d. The Bid Documents
- e. The Special Provisions which include the General Provisions, Technical Provisions, and Appendices
- f. The project Plans
- g. The City Standard Plans
- h. The Standard Specifications
- i. Reference Specifications, all of which are essential parts of this Agreement
- j. The Bidder's Proposal, which includes the Bidder's Bond

The above items are incorporated into this Agreement as set forth in full.

EXHIBIT B

INSURANCE REQUIREMENTS

Throughout the life of this Contract, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Attorney or his/her designee at any time and in his/her sole discretion. For purposes of these requirements, "City" shall include the City of Moreno Valley, Moreno Valley Community Services District and the Moreno Valley Housing Authority.

SCOPE OF INSURANCE

The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$2,000,000 aggregate for products and completed operations

\$4,000,000 general aggregate applying separately to the work performed under the Contract

2. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION insurance as required under the California Labor Code.

4. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

5. BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. This coverage is only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.

6. CONTRACTORS POLLUTION LIABILITY insurance is required for all environmental and water remediation work, for all work transporting fuel, for demolition, renovation, HVAC, plumbing or electrical (including, without limitation, lighting) work on any structure built prior to the year 1990, limits of liability of not less than the following:

\$1,000,000 per occurrence or claim

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

\$2,000,000 general or policy aggregate

7. PROFESSIONAL LIABILITY (ERROR AND OMISSIONS), insurance appropriate to Contractor's profession, if applicable, with limits not less than:

\$1,000,000 per occurrence or claim

\$2,000,000 general or policy aggregate

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions in excess of \$10,000.00 must be declared to, and approved by, the City Attorney or his/her designee in his/her sole discretion. At the option of the City Attorney or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Attorney or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees and agents. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

ENDORSEMENTS

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

Additional Insured - The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall name City of Moreno Valley, Moreno Valley Community Services District ("CSD") and Moreno Valley Housing Authority ("Authority"), Western Riverside Council of Governments ("WRCOG", only if Project is utilizing TUMF funding) their officers, officials, employees and agents as an additional insured.

Primary / Non-Contributory - The General Liability (including ongoing operations and completed operations), Automobile Liability and Contractors Pollution Liability insurance policies shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, CSD, Authority, WRCOG (if TUMF funded) their officers, officials, employees and agents.

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

Waiver of Subrogation - The General Liability and Workers' Compensation insurance policies shall contain a waiver of subrogation as to City, CSD, Authority, WRCOG (if TUMF funded) their officers, officials, employees and agents.

OTHER PROVISIONS

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

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

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Attorney or his/her designee in his/her sole discretion prior to City's execution of the Contract and before work commences. Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract.

If at any time during the life of the Contract or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Contract.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the City of the work or materials to be performed or supplied thereunder, the Contractor shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the Contractor or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

If Contractor should subcontract all or any portion of the services to be performed under this Contract, Contractor shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

Insurance Checklist
For Public Works Contracts
(For Internal Use Only)

General Liability

- \$2,000,000 per occurrence for bodily injury and property damage
- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$4,000,000 general aggregate applying separately to contract work
- Additional Insured Endorsement – Ongoing Operations
- Additional Insured Endorsement – Completed Operations
- Primary Endorsement – Ongoing Operations
- Primary Endorsement – Completed Operations
- Notice of Cancellation

Auto

- \$1,000,000 per occurrence for bodily injury and property damage
- Additional Insured Endorsement
- Primary Endorsement
- Notice of Cancellation

Worker's Compensation

- Evidence of Coverage
- Waiver of Subrogation
- Notice of Cancellation

Employer's Liability

- \$1,000,000 for each (accident, disease policy, disease employee)
- Notice of Cancellation

Builder's Risk

- Equal to completed value of project
- Notice of Cancellation

Contractor's Pollution Liability

- \$1,000,000 per occurrence or claim
- \$2,000,000 aggregate
- Additional Insured Endorsement
- Primary Endorsement
- Notice of Cancellation

Professional Liability

- \$1,000,000 per occurrence or claim
- \$2,000,000 aggregate
- Notice of Cancellation

EXHIBIT C
AGENCY'S RESPONSIBILITIES

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

1. Furnish the Contractor with all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the Agency, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the Agency.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely Agency staff liaison with the Contractor when requested and when reasonably needed.

CONTRACTOR'S BONDS

CITY OF MORENO VALLEY
Project No. 803 0037

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 803 0037

**CIVIC CENTER AMPHITHEATER AND PARK
14075 Frederick Street, Moreno Valley, CA**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Horizons Construction Company International, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 803 0037**, and all Contract Documents are hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of **SIX MILLION SIX HUNDRED NINTEY-FOUR THOUSAND THREE HUNDRED FOUR AND 06/100 dollars, (\$6,694,304.06)**, lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2020.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 2020

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California
County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

CITY OF MORENO VALLEY
Project No. 803 0037

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 803 0037

**CIVIC CENTER AMPHITHEATER AND PARK
14075 Frederick Street, Moreno Valley, CA**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Horizons Construction Company International, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City of Moreno Valley, and identified as **Project No. 803 0037**, and Contract Documents are hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Documents is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of **SIX MILLION SIX HUNDRED NINTEY-FOUR THOUSAND THREE HUNDRED FOUR AND 06/100 dollars, (\$6,694,304.06)**, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2020.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2020

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement for Public Works Project - Civic Center Amphitheater and Park Project (3906 : APPROVE AND EXECUTE THE



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as
 President and Members of the Board of Directors of the
 Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: February 4, 2020

TITLE: APPROVAL OF FIRST AMENDMENT TO THE
 AGREEMENT WITH TKE ENGINEERING SERVICES, INC.,
 TO PROVIDE ON-SITE AND/OR PROFESSIONAL
 SERVICES FOR THE CIVIC CENTER AMPHITHEATER
 AND PARK PROJECT, PROJECT NO. 803 0037

RECOMMENDED ACTION

Recommendations:

1. Approve First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc., for a total contract amount not to exceed \$299,091.50.
2. Authorize the City Manager to execute the First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc.
3. Authorize the Chief Financial Officer to execute a purchase order upon execution of the First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering, Inc.
4. Authorize the City Manager to execute subsequent Amendments to the Agreement within Council-approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of the First Amendment to the Agreement for On-Site and/or Professional Services with TKE Engineering Services, Inc., for construction management services for the Civic Center Amphitheater and Park project. TKE has been providing project management services for the Amphitheater project from the outset and has extensive knowledge of the project. Funding for the construction management services is available in the approved project budget.

DISCUSSION

In 2019, the City entered into an Agreement for On-Site and/or Professional Services with TKE Engineering, Inc., for project management services associated with the Civic Center Amphitheater and Park project. The term of the Agreement ends on November 30, 2020, to which there is no change.

As the project management phase came to completion, the City's project team discussed construction management and determined that continuing with TKE Engineering, Inc., would be the most cost effective approach to construction management and would help to maintain the tight timeline for the overall project. Subsequently, a Single Source Justification was reviewed and authorized by the Purchasing Manager.

The cost for construction management services will be \$261,994, and includes, but is not necessarily limited to, facilitation of the pre-construction conference, review of all material submittals, records management throughout construction and closeout, facilitation of construction meetings, management of construction progress, dispute resolution, labor compliance review, construction inspection, agency coordination, and preparation of redlined record drawings. Funding for these services is available within the Council-approved project budget and is detailed in the Fiscal Impact section of this report.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative in order to begin project construction and ensure the amphitheater and park are completed on time.*
2. Provide alternate direction to staff.

FISCAL IMPACT

There is no impact to the General Fund. Approval of the First Amendment to the Agreement for On-Site and/or Professional Services will obligate the City to pay a not-to-exceed total amount of \$299,091.50 (\$37,097.50 for the original Agreement plus \$261,994 for the First Amendment to the Agreement) to TKE Engineering, Inc. Funding is available in the project budget (No. 803 0037).

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Lee Withers
Parks Projects Coordinator

Department Head Approval:
Patricia Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

1. Civic Center Amphitheater - FIRST AMENDMENT TO AGREEMENT_TKE Engineering_CM Services_CONTRACTOR SIGN...
2. Civic Center Amphitheater - TKE Proposal Revised 1-21-2020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/24/20 7:45 AM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:21 PM
City Manager Approval	<u>✓ Approved</u>	1/29/20 7:38 PM

**FIRST AMENDMENT TO AGREEMENT
FOR ON-SITE AND/OR PROFESSIONAL SERVICES
CIVIC CENTER AMPHITHEATER AND PARK
PROJECT NO. 803 0037**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and TKE Engineering, Inc., hereinafter referred to as "Consultant." This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES," hereinafter referred to as "Agreement," dated January 6, 2019.

Whereas, the Consultant is providing professional project management consultant services.

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

Whereas, the Consultant has submitted a Proposal dated January 21, 2020, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

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

1.2 Exhibit "C" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment," entitled "Consulting Engineering Fee."

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES
CIVIC CENTER AMPHITHEATER AND PARK
PROJECT NO. 803 0037

1.3 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$261,994, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A – First Amendment."

1.4 The total "Not-to-Exceed" fee for this contract is \$299,091.50 (\$37,097.50 for the original Agreement plus \$261,994.00 for the First Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES
CIVIC CENTER AMPHITHEATER AND PARK
PROJECT NO. 803 0037

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

City of Moreno Valley

TKE Engineering, Inc.

By: _____
Mike Lee
Interim City Manager

By: mal p. jht

Date: _____

Title: President
(President or Vice President)

Date: 01/23/2020

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

By: [Signature]

Title: Senior Vice President
(Corporate Secretary)

Date

Date: 01/23/2020

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

1/23/2020
Date

Attachments: Exhibit A – First Amendment

Attachment: Civic Center Amphitheater - FIRST AMENDMENT TO AGREEMENT_TKE Engineering_CM Services_CONTRACTOR SIGN... (3901 :

Exhibit A – First Amendment

Attachment: Civic Center Amphitheater - FIRST AMENDMENT TO AGREEMENT_TKE Engineering_CM Services_CONTRACTOR SIGN... (3901 :



January 21, 2020

Ms. Lee Withers, Parks Projects Coordinator
CITY OF MORENO VALLEY
 14331 Frederick Street
 Moreno Valley, CA 92553

Subject: Proposal to Provide Professional Construction Management Services for the Civic Center Amphitheater and Park Project

Dear Ms. Withers,

Thank you for the opportunity to provide professional construction management services for the Civic Center Amphitheater and Park Project. The City would like to retain professional engineering services for the construction management of an outdoor amphitheater and a parking lot on the City-owned lot on the south west corner of Alessandro Boulevard and Veterans' Way, west of City Hall. The project includes an outdoor amphitheater stage, approximately 400 person arched concrete seating, and a parking lot for approximately 180 vehicles.

The project will be awarded to a construction contractor for a contract time period of 145 calendar days.

SCOPE OF WORK

TKE's scope of services is presented in the following paragraphs:

Task No. 1 - Preconstruction Meeting

Prior to the Preconstruction Meeting, TKE's Construction Manager and Inspector will review all project plans and specifications to have a complete understanding of the project requirements. During our review, we will identify any constructability issues that may cause project delays and/or unnecessary change orders.

A preconstruction conference will be held for the project. The conference will be attended by City staff, TKE's Construction Manager and Construction Inspector, the Contractor, representatives of potentially affected utilities and representatives of any other affected agencies. Prior to the conference, we will prepare a conference agenda. At the meeting, we will discuss communication protocol requirements, safety and health procedures, storm water controls, schedule requirements, procedures for contract submittals, contract administration, job-site access and delivery, and coordination with others. After the meeting, it will be documented with minutes.

Deliverables: Agenda, Minutes, and distribution to all entities

Task No. 2 - Material Submittal Review

TKE will develop a list of all required material submittals and compare the list to the Contractors submittals. TKE will review all project submittals including traffic control

plans. Each submittal shall be reviewed with City staff and design team as required to verify compliance. We will maintain a project log which will include descriptions of submittals, submittal status, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the Construction Inspector, City staff, project Contractor and the file. Submittals will be returned within the time frame specified by the Contract Documents but not longer than two weeks.

In addition to submittals, TKE will review all vendor and lab reports and certifications and material test inspections and correlate all reports with respect to the plans and specifications. TKE will provide a log for reports and certifications and notify the City upon any irregularities.

Deliverables: Submittals, Transmittals, and Logs

Task No. 3 – Records Management

TKE utilizes an electronic records management system. Files include:

- Contract Documents, Addenda, Bulletins, and Reports
- All required local, other agencies and state records throughout the project duration and submit copies to the City's project manager, including labor compliance.
- Environmental Compliance Documents/ Agency Permits
- Material Submittals
- Contractor Correspondence (RFI's and RFC's)
- City Correspondence (Responses to RFI's and RFC's, Bulletins and other correspondence)
- Certified Payroll Records
- Change Orders
- Progress Payments
- Materials Testing Reports/Correspondence
- Surveying Records
- Inspection Field Reports/ Accident Reports
- Photo Logs
- Utility/Agency Correspondence
- Public Correspondence
- Operations and Maintenance Manuals
- Project Closeout Records

Deliverables: E-File of All of the Above

Ms. Lee Withers, City of Moreno Valley (continued)
 Proposal to Provide Professional Construction Management Services for the Civic
 Center Amphitheater and Park Project
 January 21, 2020

Page 3 of 9

Task No. 4 – Construction Meetings

TKE will be in constant communication with City staff during the projects entirety to ensure that the project is running smoothly and in accordance with the City's expectations. TKE will hold meetings with City staff, Contractor and Inspector, meetings with utilities/agencies, and affected agencies. Each is discussed below:

City Meetings-TKE will meet with City staff as required to keep staff fully apprised as to construction progress and potential project issues. We will prepare agendas and minutes for each meeting.

Contractor Meeting-our Construction Manager will meet with the project contractor weekly. We will prepare agendas and minutes for each meeting. Meeting agenda will typically include background, old business, new business, SWPP, submittals, RFI's, objectives, traffic control, construction phasing, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

Utilities/Agency Meetings-as mentioned above, TKE will invite utilities and agencies to the preconstruction conference. During that meeting, all potential project impacts will be discussed with each. During construction, should issues develop needing further discussions with utilities/agencies, TKE will meet with each and develop remediation strategies. Again, all meetings will be documented with minutes.

In addition, TKE will receive RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents. TKE will provide any drawings, sketches and written responses in a timely manner to each with direction and will verify compliance with the Contract Documents. All RFI's and RFC's will be logged, including content of inquiry, date relayed and date of response. TKE will review all RFC's for any potential change in scope and notify the City if potential change orders may arise from the RFC.

Deliverables: Agendas, Minutes, RFI and RFC Responses

Task No. 5 – Construction Management

Since We have provided project management from project inception, TKE is uniquely suited to respond to challenges that may occur during construction. Our manager's consistent communications with the construction inspector will also provide immediate remediation alternative development.

TKE will review the project schedule and construction progress prior to each Contractor meeting to verify compliance with the Contract Documents. In addition, we will prepare weekly statement of working days to be provided to the contractor at each weekly meeting. If the Contractor is failing to meet approved schedule contract obligations, TKE will request a remediation effort to return the project progress to comply with requirements. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without City authorization.

Ms. Lee Withers, City of Moreno Valley (continued)
 Proposal to Provide Professional Construction Management Services for the Civic
 Center Amphitheater and Park Project
 January 21, 2020

Page 4 of 9

Change conditions and time extensions that may warrant a change order will require a complete understanding of the impacts of the change of which TKE will need to consider in determining its resolution. TKE will seek appropriate comments from anyone impacted by the changed conditions and will closely consult with the City to develop the most cost effective remediation alternative. Cost and scheduling impacts will be noted and presented to the City in accordance with the cities change order procedures prior to direction being given to the Contractor, including the preparation of Change Order drawings and specifications, if required.

To maintain cost controls, TKE will review project budgets on a weekly basis, or as warranted, by review of change orders, RFC's, and progress payments. In particular, quantities used on the project will be tracked to verify that they will not exceed contract budgeted amounts. Each month, TKE will provide a budget report to the City. Should an increase in budget be required, TKE will assist Staff with staff report preparation.

Regarding RFC's, we will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with City staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with City staff and receive City staff's approval prior to preparing and processing the contract change order. Change orders will be prepared on standard forms.

Should rejected RFC's require additional consideration, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. For all disputed work and force account work, the Construction Inspector will document the labor, materials and equipment used for the extra work for use in future negotiations.

Upon direction from the City, TKE will continue negotiating with Contractors to settle all disputes. However, City staff will ultimately determine the extent the City will go to achieve resolution. TKE will meet with both parties, either independently or together, as warranted until resolution is reached. TKE will complete all necessary calculations to support the City's position. TKE utilizes a proactive dispute avoidance program. Once an issue is identified, TKE works diligently to resolve it as timely as possible. The weekly meetings will also be used to avoid or resolve these disputes.

If required, TKE will perform labor compliance interviews and verification of labor compliance for the project with each payment request submitted. Should deficiencies be noted, corrective action will be requested from the contractors prior to payment release.

Deliverables: Change Orders, Budget Reports, Staff Report

Task No. 6 – Pay Requests

Each month, TKE will review the construction payment requests submitted by the contractors for work completed and the construction schedule. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and forward it to staff for approval and payment along with a written statement of completed review. We will also submit a monthly status report with each payment request that will advise the City of compliance with the project schedule.

TKE will track and log any Preliminary and Stop Notices prior to each month's progress payment. If any stop notices have been issued, we will direct the Contractor to rectify the notice and provide proof of the rectification prior to release of payment.

TKE will also provide monthly reports highlighting project progress, change orders, cost issues, and schedule.

Deliverables: Payment Requests and Budget Reports

Task No. 7 - Construction Inspection

TKE will provide daily construction inspection and reporting, to verify that the project is progressing in compliance with the contract documents. For deputy and special inspection requirements, TKE will utilize LOR Geotechnical (LOR). LOR will provide a deputy/special inspector as required by the inspection schedule listed on the construction documents and the City of Moreno Valley Building and Safety Department. We will require strict compliance with the contract documents for all construction activities and for any equipment or materials to be furnished and installed. We already possess the measuring devices and testing equipment normally required for inspecting public works construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff. In addition, he will coordinate and schedule materials testing and survey requirements with appropriate parties to ensure there is no delay to the project construction and to minimize costly down periods for anyone onsite.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, quantities constructed, inspector present, weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats.

Ms. Lee Withers, City of Moreno Valley (continued)
 Proposal to Provide Professional Construction Management Services for the Civic
 Center Amphitheater and Park Project
 January 21, 2020

Page 6 of 9

Our inspector will provide emergency contact information to allow for 24-hour accessibility. He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such conditions, he will advise the City and request direction. Should an accident occur, we will notify the City and note all site conditions and photo document the accident location and prepare an accident report.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

Task No. 8 – Agency Coordination

TKE's Construction Manager will review permitting and coordinate with appropriate City and utility agencies affected by the work. We will coordinate project schedules and work progress affecting the project with each appropriate agency. If appropriate, the Construction Manager will invite affected agencies to attend the weekly progress meetings to review the project schedule, summarize project requirements and discuss them at these weekly meetings.

Deliverables: Agency Coordination

Task No. 9 – Record Drawings

Each month, our Construction Inspector will review the contractor's records to ensure that a diligent effort is being made to keep current and accurate records of work in place. If deficiencies are observed, we will withhold the contractor's progress payment until the contractor demonstrates compliance.

Once the project has been completed, we will provide the City with a complete set of redlined record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings based on contractor's and our records. Drawings will be forwarded to the design engineer to prepare final as-built drawings to be provided to the City.

Deliverables: Redlined Record Drawings

Task 10 - Project Close-Out

After project construction is essentially complete, we together with City staff, will field review the project and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the project. Once the remedial work is completed, TKE will review and process the final project invoice.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds, guarantees, warranties, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance

Ms. Lee Withers, City of Moreno Valley (continued)
 Proposal to Provide Professional Construction Management Services for the Civic
 Center Amphitheater and Park Project
 January 21, 2020

Page 7 of 9

responsibility by City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

We will forward copies of all records in digital and hard copy format (CD ROM and mylar) and we will prepare a summary of construction changes, final cost, and schedule revisions.

Deliverables: Punch List, Final Payment, Project Records, and Notice of Completion

FEE

TKE's fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our rate schedule and will not exceed our fee without prior approval from the City.

TKE's scope is based off part time deputy and public works inspection for a construction period of 145 calendar days and was developed based on our understanding of the project by reviewing the plans and specifications.

Again, thank you for the opportunity to submit our proposal to provide professional surveying services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., Q.S.D.
 Senior Vice President
TKE ENGINEERING, INC.

Attachment: Fee Table Breakdown

City of Moreno Valley
Construction Management and Inspection Services for Moreno Valley Civic Center Amphitheater and Park Project
 Consulting Engineering Fee

Task No.	Task	Principal In Charge		Construction Manager		Associate Engineer		Clerical		Inspector		Subconsultant Deputy Inspector		Total \$
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
Scope of Services														
Task 1 - Preconstruction Meeting				12	\$ 1,740	12	\$ 1,500	4	\$ 280	8	\$ 880		\$ -	\$ 4,400
Task 2 - Material Submittal Review				24	\$ 3,480	40	\$ 5,000	16	\$ 1,120	8	\$ 880		\$ -	\$ 10,480
Task 3 - Records Management				4	\$ 580	8	\$ 1,000	20	\$ 1,400	24	\$ 2,640		\$ -	\$ 5,620
Task 4 - Construction Meetings				88	\$ 12,760	88	\$ 11,000	40	\$ 2,800	20	\$ 2,200		\$ -	\$ 28,760
Task 5 - Construction Management		4	\$ 620	360	\$ 52,200		\$ -	72	\$ 5,040		\$ -		\$ -	\$ 57,860
Task 6 - Pay Requests				24	\$ 3,480		\$ -	8	\$ 560	12	\$ 1,320		\$ -	\$ 5,360
Task 7 - Construction Inspection ³⁾				12	\$ 1,740		\$ -		\$ -	640	\$ 70,400	380	\$ 60,800	\$ 132,940
Task 8 - Agency Coordination				8	\$ 1,160	16	\$ 2,000	16	\$ 1,120		\$ -		\$ -	\$ 4,280
Task 9 - Record Drawings				4	\$ 580	8	\$ 1,000		\$ -	8	\$ 880		\$ -	\$ 2,460
Task 10 - Project Close-Out				8	\$ 1,160	16	\$ 2,000	8	\$ 560	32	\$ 3,520		\$ -	\$ 7,240
Subtotal:		4	\$ 620	544	\$ 78,880	188	\$ 23,500	184	\$ 12,880	752	\$ 82,720	380	\$ 60,800	\$ 259,400
														Reimbursables (@1%)¹⁾: \$ 2,594

Notes:

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Subconsultant Costs for Special/Deputy Inspections
- 3.) Assumes Construction Period of 145 Calendar Days

Rates:

Principal In Charge	\$ 155 /HR
Construction Manager	\$ 145 /HR
Associate Engineer	\$ 125 /HR
Clerical	\$ 70 /HR
Inspector	\$ 110 /HR
Deputy Inspector	\$ 160 /HR

Optional Inspection Total:	\$ 143,520
Construction Management Total:	\$ 118,474
Construction Management and Inspection Total:	\$ 261,994

TKE Engineering, Inc.



January 21, 2020

Ms. Lee Withers, Parks Projects Coordinator
CITY OF MORENO VALLEY
 14331 Frederick Street
 Moreno Valley, CA 92553

Subject: Proposal to Provide Professional Construction Management Services for the Civic Center Amphitheater and Park Project

Dear Ms. Withers,

Thank you for the opportunity to provide professional construction management services for the Civic Center Amphitheater and Park Project. The City would like to retain professional engineering services for the construction management of an outdoor amphitheater and a parking lot on the City-owned lot on the south west corner of Alessandro Boulevard and Veterans' Way, west of City Hall. The project includes an outdoor amphitheater stage, approximately 400 person arched concrete seating, and a parking lot for approximately 180 vehicles.

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SCOPE OF WORK

TKE's scope of services is presented in the following paragraphs:

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Prior to the Preconstruction Meeting, TKE's Construction Manager and Inspector will review all project plans and specifications to have a complete understanding of the project requirements. During our review, we will identify any constructability issues that may cause project delays and/or unnecessary change orders.

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Deliverables: Agenda, Minutes, and distribution to all entities

Task No. 2 – Material Submittal Review

TKE will develop a list of all required material submittals and compare the list to the Contractors submittals. TKE will review all project submittals including traffic control

plans. Each submittal shall be reviewed with City staff and design team as required to verify compliance. We will maintain a project log which will include descriptions of submittals, submittal status, date received, and date returned. Once the submittals have been reviewed and accepted, they will be signed, dated, and sent to the Construction Inspector, City staff, project Contractor and the file. Submittals will be returned within the time frame specified by the Contract Documents but not longer than two weeks.

In addition to submittals, TKE will review all vendor and lab reports and certifications and material test inspections and correlate all reports with respect to the plans and specifications. TKE will provide a log for reports and certifications and notify the City upon any irregularities.

Deliverables: Submittals, Transmittals, and Logs

Task No. 3 – Records Management

TKE utilizes an electronic records management system. Files include:

- Contract Documents, Addenda, Bulletins, and Reports
- All required local, other agencies and state records throughout the project duration and submit copies to the City's project manager, including labor compliance.
- Environmental Compliance Documents/ Agency Permits
- Material Submittals
- Contractor Correspondence (RFI's and RFC's)
- City Correspondence (Responses to RFI's and RFC's, Bulletins and other correspondence)
- Certified Payroll Records
- Change Orders
- Progress Payments
- Materials Testing Reports/Correspondence
- Surveying Records
- Inspection Field Reports/ Accident Reports
- Photo Logs
- Utility/Agency Correspondence
- Public Correspondence
- Operations and Maintenance Manuals
- Project Closeout Records

Deliverables: E-File of All of the Above

Task No. 4 – Construction Meetings

TKE will be in constant communication with City staff during the projects entirety to ensure that the project is running smoothly and in accordance with the City's expectations. TKE will hold meetings with City staff, Contractor and Inspector, meetings with utilities/agencies, and affected agencies. Each is discussed below:

City Meetings-TKE will meet with City staff as required to keep staff fully apprised as to construction progress and potential project issues. We will prepare agendas and minutes for each meeting.

Contractor Meeting-our Construction Manager will meet with the project contractor weekly. We will prepare agendas and minutes for each meeting. Meeting agenda will typically include background, old business, new business, SWPP, submittals, RFI's, objectives, traffic control, construction phasing, project schedule, potential issues discussion, payment quantities discussion, and any safety deficiencies observed.

Utilities/Agency Meetings-as mentioned above, TKE will invite utilities and agencies to the preconstruction conference. During that meeting, all potential project impacts will be discussed with each. During construction, should issues develop needing further discussions with utilities/agencies, TKE will meet with each and develop remediation strategies. Again, all meetings will be documented with minutes.

In addition, TKE will receive RFI's and RFC's (including written clarification requests and change-in-plan drawings) regarding the contract documents. TKE will provide any drawings, sketches and written responses in a timely manner to each with direction and will verify compliance with the Contract Documents. All RFI's and RFC's will be logged, including content of inquiry, date relayed and date of response. TKE will review all RFC's for any potential change in scope and notify the City if potential change orders may arise from the RFC.

Deliverables: Agendas, Minutes, RFI and RFC Responses

Task No. 5 – Construction Management

Since We have provided project management from project inception, TKE is uniquely suited to respond to challenges that may occur during construction. Our manager's consistent communications with the construction inspector will also provide immediate remediation alternative development.

TKE will review the project schedule and construction progress prior to each Contractor meeting to verify compliance with the Contract Documents. In addition, we will prepare weekly statement of working days to be provided to the contractor at each weekly meeting. If the Contractor is failing to meet approved schedule contract obligations, TKE will request a remediation effort to return the project progress to comply with requirements. If the remediation plan requires adjustment to the completion date, TKE will advise the City and will not execute any approval of such change without City authorization.

Change conditions and time extensions that may warrant a change order will require a complete understanding of the impacts of the change of which TKE will need to consider in determining its resolution. TKE will seek appropriate comments from anyone impacted by the changed conditions and will closely consult with the City to develop the most cost effective remediation alternative. Cost and scheduling impacts will be noted and presented to the City in accordance with the cities change order procedures prior to direction being given to the Contractor, including the preparation of Change Order drawings and specifications, if required.

To maintain cost controls, TKE will review project budgets on a weekly basis, or as warranted, by review of change orders, RFC's, and progress payments. In particular, quantities used on the project will be tracked to verify that they will not exceed contract budgeted amounts. Each month, TKE will provide a budget report to the City. Should an increase in budget be required, TKE will assist Staff with staff report preparation.

Regarding RFC's, we will review any change order request received to determine if said request is warranted. If the change order request is not warranted, we will reject it in writing; prior to sending rejection letters to the Contractor, we will review it with City staff. If the change order request appears justified, we will review it with the Construction Inspector and compare it with field reports for confirmation of materials, equipment and/or labor involved; we will review same with City staff and receive City staff's approval prior to preparing and processing the contract change order. Change orders will be prepared on standard forms.

Should rejected RFC's require additional consideration, we will negotiate with contractors to establish the impact of change conditions and we will attempt to complete negotiations prior to beginning work. If we fail to reach an agreement and the work must continue, we will direct the Contractor to complete the work. For all disputed work and force account work, the Construction Inspector will document the labor, materials and equipment used for the extra work for use in future negotiations.

Upon direction from the City, TKE will continue negotiating with Contractors to settle all disputes. However, City staff will ultimately determine the extent the City will go to achieve resolution. TKE will meet with both parties, either independently or together, as warranted until resolution is reached. TKE will complete all necessary calculations to support the City's position. TKE utilizes a proactive dispute avoidance program. Once an issue is identified, TKE works diligently to resolve it as timely as possible. The weekly meetings will also be used to avoid or resolve these disputes.

If required, TKE will perform labor compliance interviews and verification of labor compliance for the project with each payment request submitted. Should deficiencies be noted, corrective action will be requested from the contractors prior to payment release.

Deliverables: Change Orders, Budget Reports, Staff Report

Task No. 6 – Pay Requests

Each month, TKE will review the construction payment requests submitted by the contractors for work completed and the construction schedule. We will review the work completed and payment requests to ensure that the quantities and amounts requested reflect the actual work completed. After each request has been reviewed (and revised if necessary), we will approve it and forward it to staff for approval and payment along with a written statement of completed review. We will also submit a monthly status report with each payment request that will advise the City of compliance with the project schedule.

TKE will track and log any Preliminary and Stop Notices prior to each month's progress payment. If any stop notices have been issued, we will direct the Contractor to rectify the notice and provide proof of the rectification prior to release of payment.

TKE will also provide monthly reports highlighting project progress, change orders, cost issues, and schedule.

Deliverables: Payment Requests and Budget Reports

Task No. 7 - Construction Inspection

TKE will provide daily construction inspection and reporting, to verify that the project is progressing in compliance with the contract documents. For deputy and special inspection requirements, TKE will utilize LOR Geotechnical (LOR). LOR will provide a deputy/special inspector as required by the inspection schedule listed on the construction documents and the City of Moreno Valley Building and Safety Department. We will require strict compliance with the contract documents for all construction activities and for any equipment or materials to be furnished and installed. We already possess the measuring devices and testing equipment normally required for inspecting public works construction projects. Our construction inspection personnel are experienced and knowledgeable in the operation of said devices and equipment, as well as the associated safety equipment.

All materials will be reviewed against approved material submittals as they arrive on-site. Batch tickets or weigh certificates will be collected upon material arrival.

Our Construction Inspector will verify SWPPP and safety provisions have been implemented at the start of each work day, at the construction site. Any deviations will be documented. All system service interruptions, connections and abandonments will be coordinated with staff. In addition, he will coordinate and schedule materials testing and survey requirements with appropriate parties to ensure there is no delay to the project construction and to minimize costly down periods for anyone onsite.

We will digitally photograph the activities and maintain copies in the project files and our Construction Inspector will prepare daily field reports, which will document all observed project activity, including location of the activity, number of workers present, construction equipment used, quantities constructed, inspector present, weather conditions, and construction progress. All project documentation will be completed on standard forms. All documents will be submitted in hard copy and electronic copy formats.

Our inspector will provide emergency contact information to allow for 24-hour accessibility. He will verify site safety conditions on a daily basis and, should conditions be unsafe, advise the contractor of corrective actions. If the contractor fails to remediate such conditions, he will advise the City and request direction. Should an accident occur, we will notify the City and note all site conditions and photo document the accident location and prepare an accident report.

Deliverables: Daily Field Reports, Site Deficiency Reports, Batch Tickets, Photographs, Accident Reports, Testing Reports, and Summary Reports

Task No. 8 – Agency Coordination

TKE's Construction Manager will review permitting and coordinate with appropriate City and utility agencies affected by the work. We will coordinate project schedules and work progress affecting the project with each appropriate agency. If appropriate, the Construction Manager will invite affected agencies to attend the weekly progress meetings to review the project schedule, summarize project requirements and discuss them at these weekly meetings.

Deliverables: Agency Coordination

Task No. 9 – Record Drawings

Each month, our Construction Inspector will review the contractor's records to ensure that a diligent effort is being made to keep current and accurate records of work in place. If deficiencies are observed, we will withhold the contractor's progress payment until the contractor demonstrates compliance.

Once the project has been completed, we will provide the City with a complete set of redlined record drawings which will reflect the improvements as constructed; any changes made during project construction will be shown on the record drawings based on contractor's and our records. Drawings will be forwarded to the design engineer to prepare final as-built drawings to be provided to the City.

Deliverables: Redlined Record Drawings

Task 10 - Project Close-Out

After project construction is essentially complete, we together with City staff, will field review the project and prepare a construction deficiencies list (punch list) of items requiring remedial work. After all deficiencies are corrected, our Construction Manager will prepare a letter, recommending acceptance of the project. Once the remedial work is completed, TKE will review and process the final project invoice.

TKE will assist the City to identify, track and monitor the completion of warranty work prior to the construction completion date. We will obtain lien waivers, bonds, guarantees, warranties, if required, and other documents required by the Contract Documents for final Contract Closeout.

In addition, we will prepare the Notice of Substantial Completion to establish the date for the commencement of contract warranty periods and acceptance of maintenance

Ms. Lee Withers, City of Moreno Valley (continued)
 Proposal to Provide Professional Construction Management Services for the Civic
 Center Amphitheater and Park Project
 January 21, 2020

Page 7 of 9

responsibility by City. We will provide the Contractor with a list of any remaining incomplete work requirements to be completed prior to Final Completion.

After all project requirements have been completed, we will prepare a "Notice of Completion" report documenting the final completion of the project and acceptance of the project improvements by the City.

We will forward copies of all records in digital and hard copy format (CD ROM and mylar) and we will prepare a summary of construction changes, final cost, and schedule revisions.

Deliverables: Punch List, Final Payment, Project Records, and Notice of Completion

FEE

TKE's fee to provide the scope of service described above is shown on the attached fee table breakdown. TKE will invoice monthly in accordance with our rate schedule and will not exceed our fee without prior approval from the City.

TKE's scope is based off part time deputy and public works inspection for a construction period of 145 calendar days and was developed based on our understanding of the project by reviewing the plans and specifications.

Again, thank you for the opportunity to submit our proposal to provide professional surveying services. If you have any questions, please contact me at (951) 680-0440.

Sincerely,



Terry Renner, P.E., Q.S.D.
 Senior Vice President
TKE ENGINEERING, INC.

Attachment: Fee Table Breakdown

City of Moreno Valley
Construction Management and Inspection Services for Moreno Valley Civic Center Amphitheater and Park Project
Consulting Engineering Fee

Task No.	Task	Principal In Charge		Construction Manager		Associate Engineer		Clerical		Inspector		Subconsultant Deputy Inspector ^{2.)}		Total \$	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$		
Scope of Services															
Task 1 - Preconstruction Meeting			\$ -	12	\$ 1,740	12	\$ 1,500	4	\$ 280	8	\$ 880		\$ -	\$ 4,400	
Task 2 - Material Submittal Review			\$ -	24	\$ 3,480	40	\$ 5,000	16	\$ 1,120	8	\$ 880		\$ -	\$ 10,480	
Task 3 - Records Management			\$ -	4	\$ 580	8	\$ 1,000	20	\$ 1,400	24	\$ 2,640		\$ -	\$ 5,620	
Task 4 - Construction Meetings			\$ -	88	\$ 12,760	88	\$ 11,000	40	\$ 2,800	20	\$ 2,200		\$ -	\$ 28,760	
Task 5 - Construction Management		4	\$ 620	360	\$ 52,200		\$ -	72	\$ 5,040		\$ -		\$ -	\$ 57,860	
Task 6 - Pay Requests			\$ -	24	\$ 3,480		\$ -	8	\$ 560	12	\$ 1,320		\$ -	\$ 5,360	
Task 7 - Construction Inspection ^{3.)}			\$ -	12	\$ 1,740		\$ -		\$ -	640	\$ 70,400	380	\$ 60,800	\$ 132,940	
Task 8 - Agency Coordination			\$ -	8	\$ 1,160	16	\$ 2,000	16	\$ 1,120		\$ -		\$ -	\$ 4,280	
Task 9 - Record Drawings			\$ -	4	\$ 580	8	\$ 1,000		\$ -	8	\$ 880		\$ -	\$ 2,460	
Task 10 - Project Close-Out			\$ -	8	\$ 1,160	16	\$ 2,000	8	\$ 560	32	\$ 3,520		\$ -	\$ 7,240	
Subtotal:		4	\$ 620	544	\$ 78,880	188	\$ 23,500	184	\$ 12,880	752	\$ 82,720	380	\$ 60,800	\$ 259,400	
														Reimbursables (@1%)^{1.)}:	\$ 2,594

Rates:

Principal In Charge	\$ 155 /HR
Construction Manager	\$ 145 /HR
Associate Engineer	\$ 125 /HR
Clerical	\$ 70 /HR
Inspector	\$ 110 /HR
Deputy Inspector	\$ 160 /HR

- Notes:**
- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
 - 2.) Subconsultant Costs for Special/Deputy Inspections
 - 3.) Assumes Construction Period of 145 Calendar Days

Optional Inspection Total:	\$ 143,520
Construction Management Total:	\$ 118,474
Construction Management and Inspection Total:	\$ 261,994

TKE Engineering, Inc.



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: February 4, 2020

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2019-51 (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. 2019-51 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 its project, ANJJ (the “Property Owner”) is required to provide a funding source to maintain parks and has 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 13866 Redlands Blvd., 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 DUs ¹	Location
ANJJ Custom Home PEN17-0106/SCP19-0001	478-192-058	1	Northeast corner of Redlands Blvd. and Gifford Ave.
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. 2019-51. 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
ANJJ 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 19, 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 2019-51

- 2. Boundary Map CFD No. 1 - Annexation 2019-51
- 3. Certificate of Election Official - Annexation 2019-51

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 1:26 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:39 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:41 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. 2019-51 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. 2019-51 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: February 4, 2020

Attachment: Resolution Ordering Annexation 2019-51 (3855 : 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.

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 4th day of February 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 2019-51 (3855 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

Resolution No. CSD 2020-3
Date Adopted: February 4, 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 4th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: February 4, 2020

Attachment: Resolution Ordering Annexation 2019-51 (3855 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

EXHIBIT A

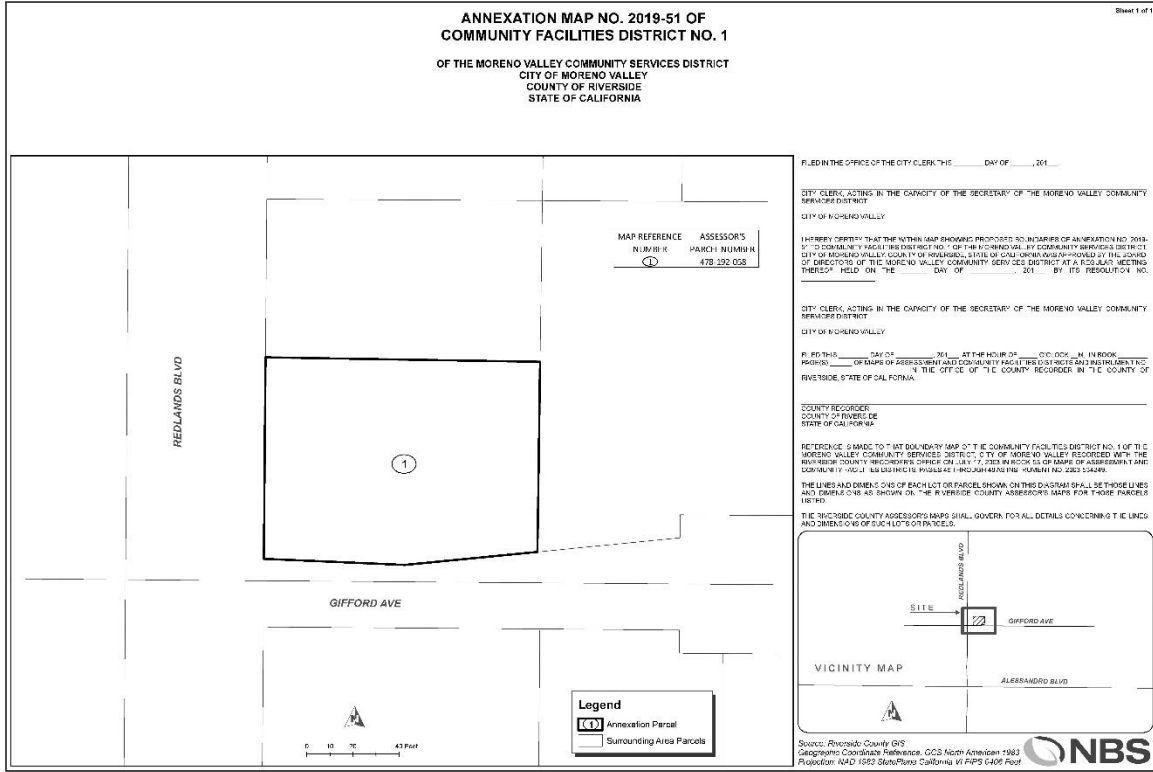
List of Annexation Parcel(s)

Annexation Map No.	Assessor's Parcel Numbers
2019-51	478-192-058

Attachment: Resolution Ordering Annexation 2019-51 (3855 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

Resolution No. CSD 2020-5
Date Adopted: February 4, 2020

EXHIBIT B Annexation Map No. 2019-51

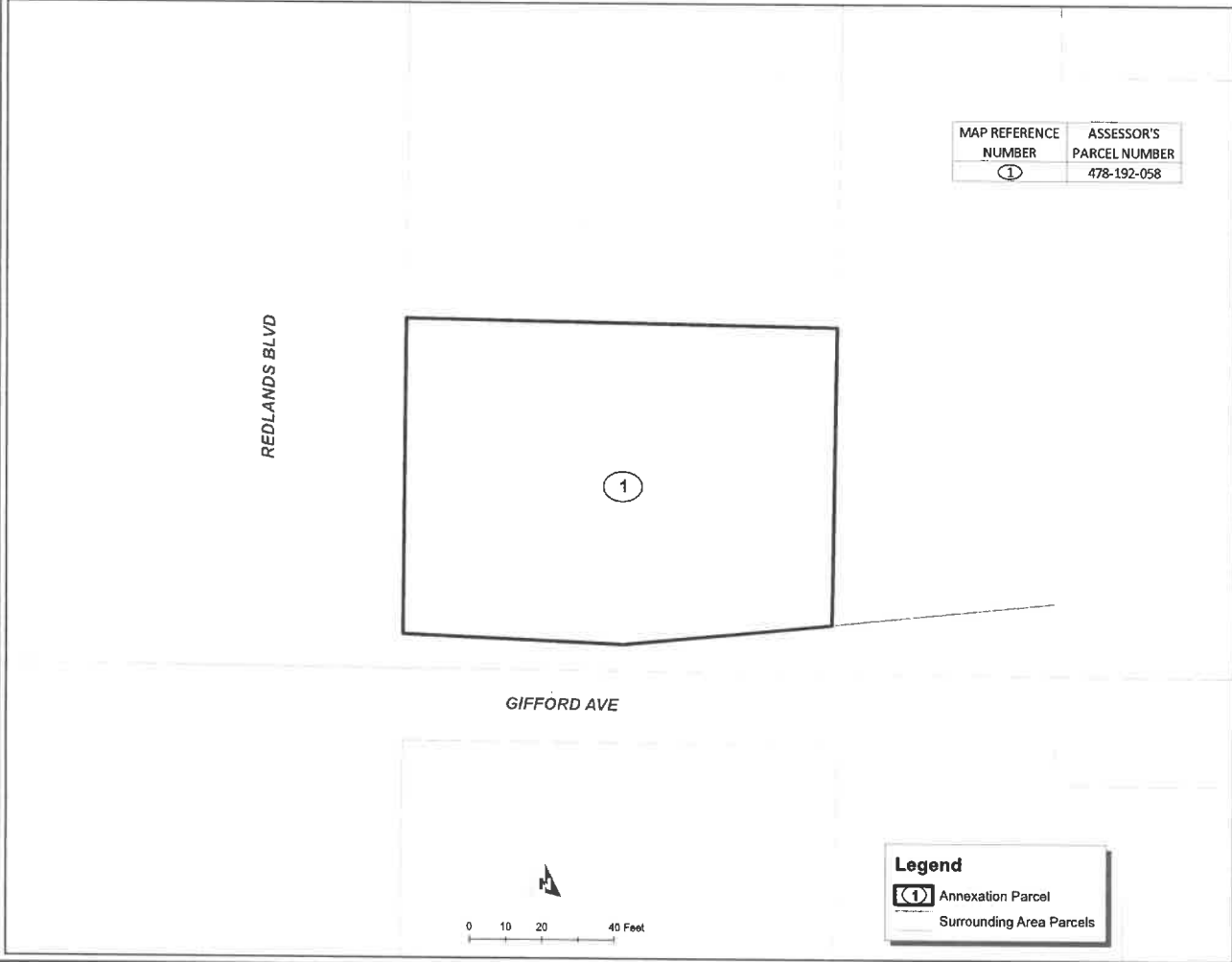


Attachment: Resolution Ordering Annexation 2019-51 (3855 : PURSUANT TO A LANDOWNER PETITION, ANNEX ONE PARCEL INTO

ANNEXATION MAP NO. 2019-51 OF COMMUNITY FACILITIES DISTRICT NO. 1

Sheet 1 of 1

OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	478-192-058

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

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2019-51 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201__, BY ITS RESOLUTION NO. _____

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

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

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 46 THROUGH 48 AS INSTRUMENT NO. 2003-534248.

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

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



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



Attachment: Boundary Map CFD No. 1 - Annexation 2019-51 (3855 : 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. 2019-51**

WITNESS my hand this **6TH** day of **January**, 2020.

jr 

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2019-51 (3855 : 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: February 4, 2020

TITLE: PUBLIC HEARING FOR TWO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS

RECOMMENDED ACTION

Recommend that the City Council:

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

SUMMARY

The action before the City Council is to conduct a Public Hearing for two NPDES mail ballot proceedings. The process to accept two parcels into the City's NPDES funding program impacts only the property owners identified below, not the general citizens or taxpayers of the City.

The City requires property owners of development projects to mitigate the cost of certain impacts created by the proposed development (e.g., the increase in costs of complying with state and federal NPDES requirements). The City offers the NPDES funding program to assist property owners in satisfying the requirement. After a property owner approves the City's NPDES rate through a mail ballot proceeding, the City can levy the rate on the annual property tax bills of the authorized parcel(s).

As a condition of approval for development of their projects, ANJJ and the Fritz Duda Company and Harold Bernal (the "Property Owners") are required to provide a funding source for the NPDES program and have requested the City conduct a mail ballot proceeding to satisfy the condition of approval. If the Property Owners approve the mail ballots and the City Council accepts the results, the condition of approval will be satisfied for the projects. Tonight's Public Hearing is a required part of the process.

DISCUSSION

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES program. The Santa Ana Regional Water Quality Control Board administers the NPDES program through the issuance of a Permit. The NPDES program requires public agencies to obtain coverage under the Permit to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. The City's current NPDES Permit requires all new development projects to comply with stormwater management requirements.

The City Council adopted the NPDES Residential Regulatory Rate on June 10, 2003, and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate ("Commercial/Industrial Rate") on January 10, 2006. As a condition of approval from the Planning Commission, development projects are required to provide a funding source, consistent with the rates established by the City Council, to support activities for the NPDES program requirements. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit.

As a condition of approval for the projects identified below, the Property Owners are required to provide a funding source to mitigate the increase in costs to the NPDES program, which will be created by their development projects. The table below provides information for the parcels under development.

Property Owner/ Project	Assessor's Parcel Numbers	Location	FY 2019/20 Maximum¹ NPDES Rate(s)
ANJJ Custom Home PEN17-0106/SBP19-0001	478-192-058	13866 Redlands Blvd, Northeast corner of Redlands Blvd. and Gifford Ave.	Residential Regulatory Rate \$336.42/parcel

Fritz Duda Company and Harold Bernal Towngate Starbucks PEN19-0004/SBP19-0012	291-570-029	Towngate Plaza, at Centerpoint Dr. and Frederick St.	Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate \$253.34 /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 Owners elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e., public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for each property was mailed to the Property Owners at least 45-days in advance of tonight's meeting (see Attachments 1 & 2). The ballots are due to the City Clerk prior to the close of the Public Hearing. The ballots can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with 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 ballots and accept the results. *Staff recommends this alternative as it will satisfy each project's condition of approval provided the property owner approves the ballot.*

2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative as it will delay the condition of approval from being satisfied and may delay project development. The City will incur additional costs to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date specific regularly scheduled City Council meeting. *Staff does not recommend this alternative as it may delay project development and will cause the City to incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

Revenue received from the NPDES rate is restricted and can only be used within the stormwater management program. The revenue provides funding to maintain compliance with the unfunded requirements of the Permit. It also offsets stormwater management program expenses, which reduces the financial impact to the General Fund. The NPDES rate is only applied to the property tax bills of parcels where approval of the rate has been authorized through a successful mail ballot proceeding.

The FY 2019/20 maximum Residential Regulatory Rate is \$336.42 per parcel, and any division thereof. The FY 2019/20 maximum Commercial/Industrial Rate is \$253.34 per parcel, and any division thereof. The maximum NPDES rates are 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 Owners at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, NPDES Residential or Commercial/Industrial Rate schedule, map of the project area, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

Newspaper advertising for tonight's Public Hearing was published in The Press-Enterprise on January 16 and January 23, 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. ANJJ Ballot Documents
- 2. Fritz Duda Co. and Harold Beral Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/27/20 4:53 PM
City Attorney Approval	<u>✓ Approved</u>	1/27/20 4:41 PM
City Manager Approval	<u>✓ Approved</u>	1/27/20 6:40 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 19, 2019

ANJJ
 PO BOX 6366
 Alhambra, CA 91802
 ATTN: Hao Ta

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) 478-192-058

******* 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 ANJJ
December 19, 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, February 4, 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 ANJJ
December 19, 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 **February 4, 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 ANJJ
December 19, 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)
478-192-058
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"/>	478-192-058	\$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 February 4, 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: ANJJ Ballot Documents (3874 : PUBLIC HEARING FOR TWO 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

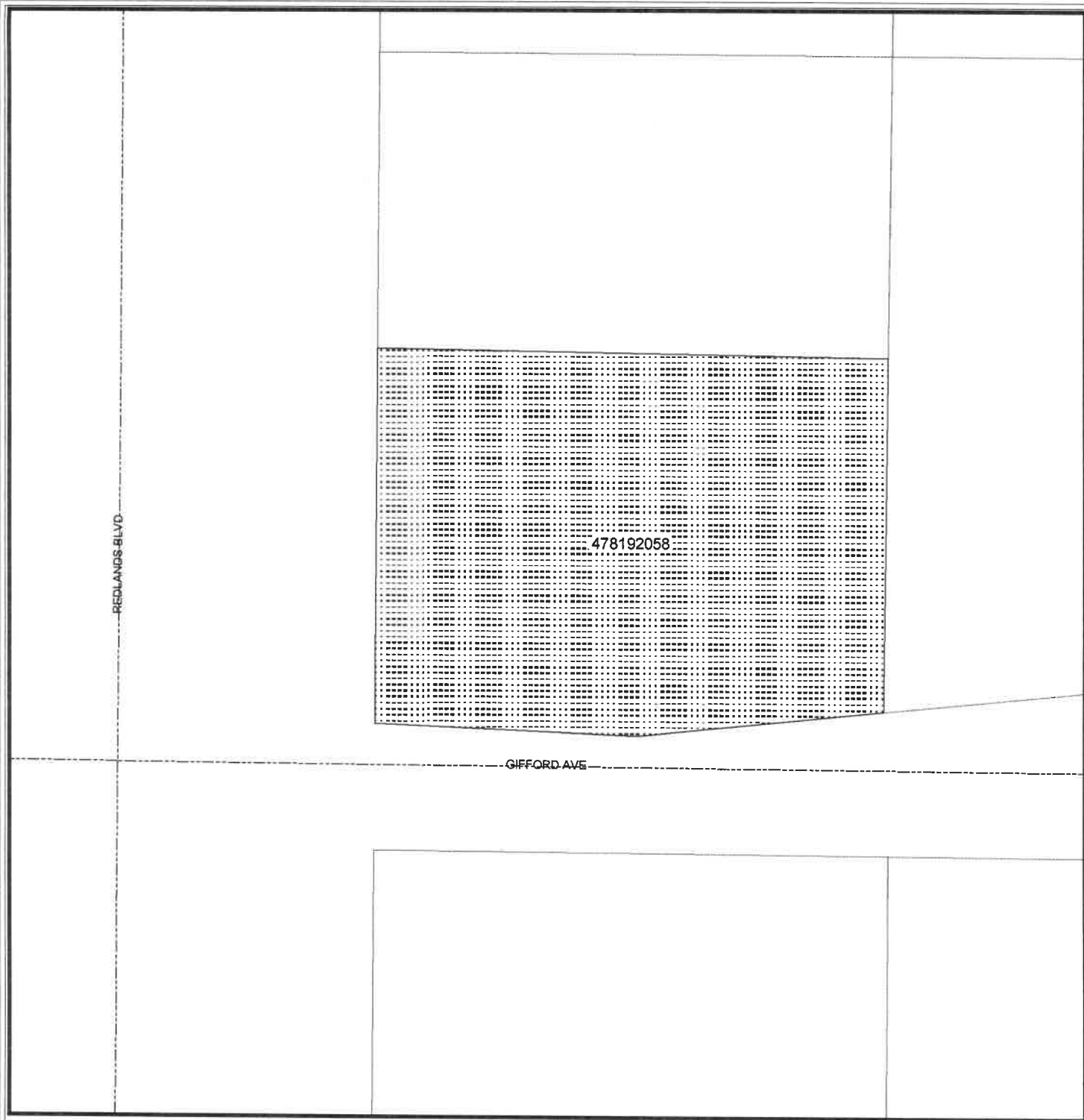
*Service Levels will be imposed on an as-needed basis and cumulative (if required)

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: ANJJ Ballot Documents (3874 : PUBLIC HEARING FOR TWO NATIONAL POLLUTANT



ANJJ Custom Home PEN17-0106

APN

-  478192058
-  Parcels
-  City Boundary
-  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 18, 2019.



G:\Divisions\SpecialDist\2018\MXD\PEN170106.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.



Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



14177 FREDERICK STREET
 P. O. BOX 88005
 MORENO VALLEY, CA 92552-0805

December 19, 2019

Fritz Duda Company and Harold Beral
 3425 Via Lido #250
 Newport Beach, CA 92663
 ATTN: Paul Bernard

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) 291-570-029

******* OFFICIAL BALLOT ENCLOSED *******

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of the APN(s) listed above the opportunity to express support for or opposition to the approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. Approval of the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding fulfills the Land Development Division’s Condition of Approval to provide a funding source for the NPDES financial program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the NPDES Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City’s current NPDES Permit mandates all new development projects comply with storm water management activities. The NPDES Program requires public agencies to obtain coverage under the Permit to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service, not to

Notice of Mail Ballot Proceeding for Fritz Duda Company and Harold Beral
December 19, 2019

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. The total amount of the NPDES rates levied for FY 2019/20 was \$549,905.50 for the program as a whole.

Annual Adjustment

Beginning in FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum select rate Regulatory Rate, the annual levy amount will be assessed to the APN(s) listed above (and any division thereof) and shall be placed on the Riverside County property tax bill or included as a monthly charge on a utility bill. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be levied each following year at the proposed rate, which includes an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding, the City has scheduled a Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

Public Hearing

Tuesday, February 4, 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 Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not**

Notice of Mail Ballot Proceeding for Fritz Duda Company and Harold Beral
December 19, 2019

satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Effect if the Ballot is Deemed Invalid or Incomplete

Not marking the corresponding box on the ballot in support of or opposition to the proposed program and annual rate and/or not signing the ballot will result in an invalid ballot. In order to satisfy the Land Development Division's Condition of Approval by placement of the NPDES rate on the annual property tax bill, the mail ballot proceeding and 45-day noticing period will need to start over. Reinitiating the process will require payment of the mail ballot proceeding fee.

For More Information

If you have any questions about the mail ballot proceeding process, please contact Isa Rojas, Management Analyst, with the City's Special Districts Division at 951.413.3480 or via email at IsaRo@moval.org or SpecialDistricts@moval.org during the City's business hours.

Questions regarding the NPDES financial program, the annual rate, or the Land Development Division's Conditions of Approval should be directed to the Land Development Division at 951.413.3120 or via email at landdevelopment@moval.org during the City's business hours.

The City's business hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

Completing Your Ballot

Please follow the instructions below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **February 4, 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;

Notice of Mail Ballot Proceeding for Fritz Duda Company and Harold Beral
December 19, 2019

-  An X mark substantially inside a box;
-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for Assessor's Parcel Number (APN)
291-570-029**

**National Pollutant Discharge Elimination System (NPDES)
Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate**

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2019/20, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$253.34 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2020/21, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of the APNs listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	291-570-029	\$253.34

Each Assessor's Parcel Number equals 1 Weighted Ballot.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT I AM THE RECORD OWNER OF THE PARCEL(S) IDENTIFIED ON THIS BALLOT OR AM AUTHORIZED TO SUBMIT A BALLOT ON BEHALF OF THE RECORD OWNER.

SIGNATURE OF PROPERTY OWNER

PRINTED NAME _____ DATE _____

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on February 4, 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: Fritz Duda Co. and Harold Beral Ballot Documents (3874 : PUBLIC HEARING FOR TWO NATIONAL POLLUTANT DISCHARGE

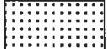



**FY 2019/20
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2019/20	Annual Rate	FY 2019/20	Annual Rate
Parcel Rate	\$44.30	Parcel Rate	\$209.04
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u><i>Inflation Factor Adjustments</i></u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

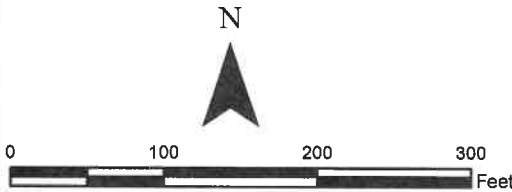
Attachment: Fritz Duda Co. and Harold Beral Ballot Documents (3874 : PUBLIC HEARING FOR TWO

Dallas Plaza Partners Ltd Starbucks at Towngate PEN19-0004



- APN**
-  291570029
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of December 16, 2019.



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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



Attachment: Fritz Duda Co. and Harold Beral Ballot Documents (3874 : PUBLIC HEARING FOR TWO