

## **SPECIAL NOTICE – Telephonic Accessibility:**

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020 as a response to mitigating the spread of corona virus known as COVID-19,

**During this regular meeting of the Moreno Valley City Council members of the public will be allowed to attend and address the City Council during the open session of the meeting telephonically.**

Members of the public wanting **to listen to the open session** of the meeting may do so by emailing the City Clerk at **ccpubliccomments@moval.org**. The City Clerk's office will contact those individuals by 3:00 pm on Tuesday with instructions for the remote connection to the Council Meeting. Please call the City Clerk's office with any questions regarding the above instructions

Members of the public wanting **to address the Council**, either during public comment or for a specific agenda item, or both, are requested to **send an email notification no later than 3:00 p.m. on the day of the meeting**

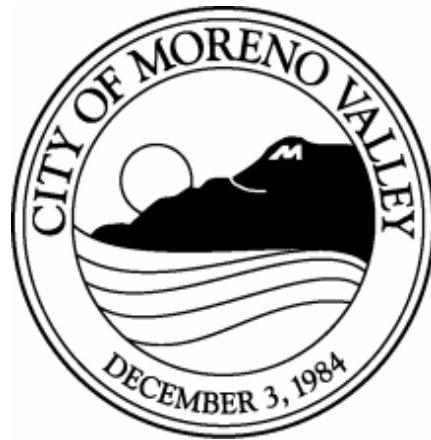
to the City Clerk at **ccpubliccomments@moval.org**

**The email notification should specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) and subject**

The City will facilitate the ability for a member of the public to be audible to the City Council and general public in the Board Room for the item(s) by contacting him/her via phone and queuing him/her to speak during the discussion.

**Only one person at a time may speak by telephone and only after being recognized by the Mayor.**

Please be mindful that the teleconference will be recorded as any other person is recorded when appearing before the Council Member, and all other rules of procedure and decorum will apply when addressing the Council by teleconference. Finally, it is requested that any member of the public attending while on the teleconference to have his/her/their phone set on **"mute"** to eliminate background noise or other interference from telephonic participation.



## **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**

**March 17, 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

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  
March 17, 2020**

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

**SPECIAL PRESENTATIONS - NONE**

**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  
MARCH 17, 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**

Pastor Dan Clemens, Discovery Christian Church

**ROLL CALL**

**INTRODUCTIONS**

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Sergeant-at-Arms. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council.

## **JOINT CONSENT CALENDARS (SECTIONS A-E)**

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

### **A. CONSENT CALENDAR-CITY COUNCIL**

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

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

- A.2. MINUTES - CITY COUNCIL - REGULAR MEETING - MAR 3, 2020 6:00 PM

**Recommendation:** Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - MAR 9, 2020 1:30 PM

**Recommendation:** Approve as submitted.

- A.4. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

- A.5. AUTHORIZATION TO APPROVE A NEW "HOMELESS ASSISTANCE PROGRAM" TO ASSIST WITH ADDRESSING HOMELESSNESS (Report of: Financial & Management Services)

**Recommendations:**

1. Authorize City participation with The Salvation Army to develop a new "Homeless Assistance Program", aimed at helping members of the community who are experiencing homelessness to gain needed assistance to essential services with the aim toward resolving their homelessness.
2. Authorize the City Attorney to prepare an Agreement based on the deal points as set forth within this report, including case management

services.

3. Authorize the City Manager to execute an Agreement between the City and The Salvation Army for case management services and oversee the daily operations for the Problem Solving Program.
4. Approve a budget allocation as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate these funds to aid in the funding the costs of the Problem Solving Program.

A.6. APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY UTILITY'S MOBILE APPLICATION WITH SMART ENERGY WATER (Report of: Financial & Management Services)

**Recommendations:**

1. Approve a Purchase Order with Smart Energy Water (SEW) for modification to the mobile application for Moreno Valley Utility.
2. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change requests up to, but not exceeding the 20% contingency amount of \$5,600 to complete the modification as stated in the report, subject to the approval of the City Attorney.

A.7. APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL HOLDINGS, LLC FOR A BRANCH LIBRARY (Report of: Financial & Management Services)

**Recommendations:**

1. Authorize the City Manager to sign lease extensions with Moreno Valley Mall Holdings, LLC for space in the Moreno Valley Mall for a Library branch in compliance with the current contract options.
2. Authorize the Chief Financial Officer to execute any subsequent related change orders to the contract up to, but not exceeding \$90,750 annually. Each three year extension shall not exceed \$272,250.

A.8. Approve the Eucalyptus Avenue Line Extension Project and Amend the Fiscal Year 2019/2020 and 2020/2021 Adopted Capital Improvement Plan to Reallocate Funds from the Gentian Avenue Line Extension Project to the Eucalyptus Avenue Line Extension Project 805 0055 to meet electrical demands within City areas experiencing rapid development. (Report of: Financial & Management Services)

**Recommendations:**

1. Approve the Eucalyptus Avenue Line Extension Project 805 0055.

2. Amend the FY 2019/2020 and 2020/2021 Capital Improvement Plan to replace the approved Gentian Avenue Line Extension Project with the Eucalyptus Avenue Line Extension Project to meet electrical demands within City areas experiencing rapid development.
3. Authorize the Chief Financial Officer to reallocate \$565,000 in project funding to the Eucalyptus Avenue Line Extension project from the previously approved Gentian Avenue Line Extension project (No Net Change in Fiscal Impact).

A.9. APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN GROUP FOR CONSTRUCTION MANAGEMENT SERVICES (AGMT. NO. 2019-487) FOR THE NEW IRIS PLAZA SATELLITE LIBRARY (Report of: Financial & Management Services)

**Recommendation:**

1. Approve and authorize the City Manager to execute an amendment to the project specific agreement for professional consulting services with TR Design Group, Inc. (TR Design) for construction management services at Iris Plaza for an amount not to exceed \$41,382. The total contract shall not exceed \$101,382 (architecture services is not-to-exceed \$60,000 and the construction management services is not-to-exceed \$41,382)

A.10. APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR LIBRARY SERVICES (AGMT. NO. 2017-52-02) UNTIL JUNE 30, 2025 (Report of: Financial & Management Services)

**Recommendation:**

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional Library Services at the third branch of our library system and to extend the current Library Services for the Main and Mall branches of the library for two years so that all contracts and amendments co-terminate.

A.11. APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR DEVELOPMENT SERVICES SOFTWARE (Report of: Financial & Management Services)

**Recommendation:**

1. Authorize the City Manager to execute a contract with Accela Inc. for annual subscription licensing and development services related software for an amount not to exceed \$1,551,843 over the next five years.

A.12. APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION (Report of: Financial & Management Services)

**Recommendation:**

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

A.13. PAYMENT REGISTER - JANUARY 2020 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Payment Register.

A.14. REPORT OF APPROVED SALARY CHANGES (Report of: Financial & Management Services)

**Recommendation:**

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

A.15. Award to California Electric Supply for the Purchase of LED Safety Light Fixtures (Report of: Public Works)

**Recommendations:**

1. Authorize the City Manager to sign and award a contract to California Electric Supply to allow for the purchase of 471 Light Emitting Diode (LED) fixtures for the replacement of High Pressure Sodium Vapor (HPSV) safety lights at existing traffic signal locations.
2. Authorize the Purchasing and Facilities Division Manager to issue a purchase order to California Electric Supply in the amount of \$137,785.16.
3. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.

A.16. AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60 FREEWAY AGREEMENT BETWEEN THE CITY AND THE STATE OF

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) (Report of: Public Works)

**Recommendations:**

1. Approve the State Highway Route 60 Freeway Agreement between the City of Moreno Valley and Caltrans;
2. Authorize the City Manager to execute said Agreement, and authorize the City Manager to approve any future changes or amendments that may be requested by Caltrans or the City, subject to the approval of the City Attorney.

A.17. LGL19-0053 - NOTICE OF INTENT TO VACATE A PORTION OF STODDARD STREET LOCATED BETWEEN WILLIAMS AVENUE AND ALESSANDRO BOULEVARD. (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Vacate a Portion of Stoddard Street located between Williams Avenue and Alessandro Boulevard.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.18. ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2020/21 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION (Report of: Public Works)

**Recommendations: That the City Council:**

1. Adopt Resolution No. 2020-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2020/21 Senate Bill (SB) 1 funding.
2. Authorize the City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

A.19. CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE - ANNEXATION NO. 2019-03 (RESO. NO. 2020-\_\_) (Report of: Public Works)

**Recommendation:**

1. Acting as the legislative body of Community Facilities District No. 4-Maintenance, adopt Resolution No. 2020-\_\_\_, a Resolution of the City Council of the City of Moreno Valley, California, Certifying the Results of an Election and Adding Property to such Community Facilities District. (Annexation No. 2019-03).

A.20. PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 42 (RESO. NO. 2020-\_\_\_) (Report of: Public Works)

**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. 42)

A.21. APPROVAL OF THE FISCAL YEAR 2020/2021 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works)

**Recommendations:**

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2020/2021 in the amount \$708,327.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2020/2021.

A.22. ACCEPTANCE OF THE FISCAL YEAR 2019 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD (Report of: Fire Department)

**Recommendations:**

1. Accept the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$30,425 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

**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 - CITY COUNCIL - REGULAR MEETING MAR 3, 2020 6:00 PM (See A.2)

**Recommendation:** Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - MAR 9, 2020 1:30 PM (See A.3)

**Recommendation:** Approve as submitted.

- B.4. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (RESO NOS. CSD 2020-\_\_\_\_\_) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

- B.5. ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2020-\_\_\_\_\_) (Report of: Public Works)

**Recommendations:**

1. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

**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 TO ADOPT SUBSTANTIAL AMENDMENT #3 TO THE FY 2019-2020 ANNUAL ACTION PLAN, AMENDMENT #3 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1) (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
2. Review and adopt the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
3. Authorize the Chief Financial Officer to reallocate NSP1 funds between HUD-approved grant activities.

- F.2. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FISCAL YEAR 2019-2020 ACTION PLAN (Report of: Financial & Management Services)

**Recommendations: That the City Council:**

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

- F.3. PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING (Report of: Public Works)

**Recommend that the City Council:**

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding for the National Pollutant Discharge Elimination System (NPDES) Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to be applied to the property tax bill of the parcel identified herein;

2. Direct the City Clerk to open and count the returned NPDES ballot;
3. Verify and accept the results of the mail ballot proceeding as maintained by the City Clerk on the Official Tally Sheet and if approved, set the rate and impose the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate, as applicable, on the Assessor's Parcel Number as mentioned;
4. Receive and file the Official Tally Sheet with the City Clerk's office.

**G. GENERAL BUSINESS - 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](http://www.moval.org) and in the City Clerk's office at 14177 Frederick Street during normal business hours.

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

## **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](http://www.moval.org) and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA  
City Clerk

Date Reposted: March 13, 2020

**MINUTES  
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY  
March 3, 2020**

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

**SPECIAL PRESENTATIONS**

1. Business Spotlight
  - a) The UPS Store

Mayor Gutierrez presented Interim City Manager Lee with a longevity award.

**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  
March 3, 2020**

**CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor 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 Frank Wright.

**INVOCATION**

Father Mark Kotlarczyk, St. Patrick Catholic Church

**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

Minutes Acceptance: Minutes of Mar 3, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

## INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Renee Bryant	Management Assistant
	Marshall Eyerma	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney
	Mike Lee	Interim City Manager
	Allen Brock	Assistant City Manager
	Michael Wolfe	Public Works Director/City Engineer
	Manny Mancha	Community Development Director
	John Salisbury	Police Chief
	Abdul Ahmad	Fire Chief
	Patti Solano	Parks & Community Services Director

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

### Marisa Salas

1. Discussed the results of a resident survey conducted as part of a school project.
2. Created a business card with a QR code to inform parents of the resources that are available through the School District.

### Robert Then

1. Expressed his discontent with the construction of a large warehouse on the East side of the City.
2. Convinced that the environmental costs of the planned WLC warehouse development far outweigh the benefit.

### Rafael Bruqueras

1. Thanked Mayor Gutierrez for recognizing Interim City Manager Lee.
2. Praised Interim City Manager Lee and the City Council's leadership for the City's growth.

### Tom Jerele

1. Congratulated Interim City Manager Lee on his award.
2. Commended Public Works for their rapid response to an incident of graffiti.
3. Supports four-year terms for office of Mayor.
4. Because the logistics industry is expanding around us, whether we choose to participate or not, he champions our participation, with the hope that technological advances will mitigate the pollution.
5. Remarked on the privilege of voting.



## JOINT CONSENT CALENDARS (SECTIONS A-D)

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.

- A.2. City Council - Study Session - Feb 11, 2020 6:00 PM

**Recommendation:** Approve as submitted.

- A.3. City Council - Closed Session - Feb 18, 2020 4:30 PM

**Recommendation:** Approve as submitted.

- A.4. City Council - Regular Meeting - Feb 18, 2020 6:00 PM

**Recommendation:** Approve as submitted.

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH JANUARY 31, 2020 (Report of: City Clerk)

**Recommendation:**

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

- A.6. BID AWARD FOR POLYPHASE ELECTRICITY METERS FOR MORENO VALLEY UTILITY'S SMART METER PROGRAM (Report of: Financial & Management Services)

**Recommendations:**

1. Approve bid award to One Source Distributors for Polyphase Electricity Meters for the Advanced Metering Infrastructure (AMI) system for Moreno Valley Utility.

2. Authorize the issuance of a Purchase Order to One Source Distributors in the amount of \$130,296 (\$118,451 bid amount plus \$11,845 contingency).
3. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders up to, but not exceeding, the 10% contingency amount of \$11,845 for the equipment as stated in the report, subject to the approval of the City Attorney.

A.7. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2019 (Report of: Financial & Management Services)

**Recommendation:**

1. Receive and file the Quarterly Investment Report for quarter ended December 31, 2019, in compliance with the City's Investment Policy.

A.8. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

**Recommendation:**

1. Ratify the list of personnel changes as described.

A.9. ADOPTION OF RESOLUTION AMENDING APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (RESO. NO. 2020-05) (Report of: Public Works)

**Recommendation:**

1. Adoption of the attached Resolution No. 2020-05, amending applicable Transportation Uniform Mitigation Fee ("TUMF") schedule.

A.10. AUTHORIZATION TO INCREASE ANNUAL PURCHASE ORDERS WITH MCCAIN, INC. AND JTB SUPPLY COMPANY FOR TRAFFIC CONTROL EQUIPMENT (Report of: Public Works)

**Recommendations:**

1. Authorize a \$25,000 increase to the Fiscal Year (FY) 2019/20 annual Purchase Order with McCain, Inc. and JTB Supply Company for a total not to exceed \$75,000 each for the as-needed purchase of Traffic Control equipment.
2. Authorize staff to issue an annual purchase order of up to \$75,000 to McCain, Inc. and a purchase order of up to \$75,000 to JTB Supply Company for FY 2020/21.

- A.11. Annual Progress Report as Required by Government Code 65400 (RESO. NO. 2020-06) (Report of: Community Development)

**Recommendations: That the City Council:**

1. **CERTIFY** that this action on the General Plan Annual Progress Report is exempt under the general rule provision allowed in Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.
2. **APPROVE** Resolution No. 2020-06, approving the General Plan Annual Progress Report and directing staff to submit the report to the State Office of Planning and Research and the State Department of Housing and Community Development by April 1, 2020.

- A.12. RESCIND RESOLUTION NO. 2016-67 AND ADOPT RESOLUTION NO. 2020-07 DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE APPLICATIONS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY AND SUB-GRANTED THROUGH THE STATE OF CALIFORNIA (RESO. NO. 2020-07) (Report of: Fire Department)

**Recommendation:**

1. Adopt Resolution No. 2020-07, a Resolution of the City Council of the City of Moreno Valley, California, Rescinding Resolution No. 2016-67 and Designating and Authorizing Certain City Officials to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-granted through the State of California.

- A.13. ACCEPTANCE OF THE FY2019/2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) GRANT AWARD (Report of: Fire Department)

**Recommendations:**

1. Accept the Fiscal Year 2019/2020 Emergency Management Performance Grant Program (EMPG) grant award of \$42,084 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$42,084 to the Emergency Management Grant Fund (2503) revenue and expenditure accounts.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT - NONE**

**C. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES - NONE****D. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY - NONE****E. PUBLIC HEARINGS - NONE****F. GENERAL BUSINESS**

- F.1. FISCAL YEAR 2019/20 MID-YEAR BUDGET REVIEW AND APPROVAL OF THE FISCAL YEAR 2019/20 MID-YEAR BUDGET AMENDMENTS (RESO. NOS. 2020-08, CSD 2020-03, HA 2020-01, AND SA 2020-01) (Report of: Financial & Management Services)

Chief Financial Officer/City Treasurer provided the report.

Council Member Marquez questioned whether any resources were received from the County to combat the homeless issue.

Chief Financial Officer/City Treasurer remarked that the County funds their existing programs or awards money to non-profits in the community.

**Recommendations: That the City Council:**

1. Receive and file the Fiscal Year 2019/20 Mid-Year Budget Review. (Attachment 1)
2. Adopt Resolution No. 2020-08. A resolution of the City Council of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Years 2019/20 – 2020/21.
3. Approve the amendments to the City Position Summary.
4. Authorize the City Manager to update the Job Class Specifications as needed.

**Recommendation: That the CSD:**

1. Adopt Resolution No. CSD 2020-03. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Years 2019/20 – 2020/21.

**Recommendation: That the HA:**

1. Adopt Resolution No. HA 2020-01. A resolution of the Moreno Valley Housing Authority of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Year 2019/20.

**Recommendation: That the City Council as Successor Agency:**

1. Adopt Resolution No. Successor Agency 2020-01. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley, California, adopting the revised operating and capital budget for Fiscal Year 2019/20.

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

Staff's CSD Recommendation No. 1

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

Staff's HA Recommendation No. 1

**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

Staff's SA Recommendation No. 1

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

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

Minutes Acceptance: Minutes of Mar 3, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

## H. REPORTS

### H.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

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

Tonight, I'm providing an update from the March Joint Powers Commission retreat held on February 26th.

At that meeting, the Commission directed JPA staff to develop a step by step roadmap for sunsetting the JPA at some unidentified future time.

Riverside County Habitat Conservation Agency (RCHCA) - Council Member Marquez

Items covered at the RCHCA Board of Directors meeting on February 20, 2020 include:

- The City has collected a total of \$18,444 in RCHCA fees from July 1st through the end of December. These funds are provided to the Riverside County Habitat Conservation Agency for conservation purposes.

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - Mayor Pro Tem Baca

Item covered at the WRCOG Executive Committee meeting on March 2, 2020 is as follows:

- WRCOG staff highlighted outreach efforts to encourage full participation in the upcoming Census. The City of Moreno Valley hosted a successful Census Education and Job Recruitment Event in conjunction with other agencies at the Conference and Recreation Center on February 1st. The Census will officially begin on April 1, 2020.

Western Riverside County Regional Conservation Authority (RCA) - Council Member Marquez

Items covered at the RCA Board of Directors meeting on March 2, 2019 include:

- Moreno Valley's MSHCP fee collection totaled \$ 80,216 (37 residential permits) in December 2019.

School District/City Joint Task Force - None

**H.2. CITY MANAGER'S REPORT**

(Informational Oral Presentation - not for Council action)

Interim City Manager Lee introduced Manny Mancha as the new Community Development Director.

**H.3. CITY ATTORNEY'S REPORT - NONE**

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Participated in the Think Together tour last week.
2. Advised residents of upcoming Town halls in March.
3. Remarked that she will tour Donkeyland on Friday, March 6th.
4. Reminded residents of the Airshow at March Air Reserve Base on March 28th and 29th.

Council Member Marquez

1. Commented on the inevitability of electric trucks.
2. Expressed concern over the miscommunication between the fire and police departments that resulted from the traffic accident in District 3.
3. Discussed the new RCA website and the opportunity for schools to apply for field trip scholarships.
4. Announced that the District 3 General Plan Amendment Town Hall would occur on March 11th.

Council Member Cabrera

1. Encouraged everyone to vote.
2. Persuaded residents to participate in the Race Across the Base.
3. Commended staff for completing almost all of the road repairs within the current cycle.
4. Recommended that residents patronize Golden Corral.

Mayor Pro Tem Baca

1. Urged residents to vote.
2. Expressed the importance of the Census.

Mayor Gutierrez

1. Recommended that everyone vote.
2. Asked the Economic Development department to investigate the effect the Corona Virus has on the reduced hours of those employed at distribution centers.

3. Requested that the Emergency Operations Center review the protocols to ensure they are ready to handle a Corona Virus outbreak in the City.

## ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:40 p.m.

Submitted by:

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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:

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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



**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**

**SPECIAL MEETING (CLOSED SESSION) – 1:30 PM  
March 9, 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 1:30 p.m. by Council Member Marquez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Council Member Marquez announced that the City Council receives a separate stipend for CSD meetings.

**ROLL CALL**

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

**PUBLIC COMMENTS ON MATTERS UNDER THE JURISDICTION OF THE CITY COUNCIL**

Council Member Marquez 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.

Minutes Acceptance: Minutes of Mar 9, 2020 1:30 PM (CONSENT CALENDAR-CITY COUNCIL)

## **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 was uncertain if any reportable action would be taken.

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (two cases)

Council Member Marquez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 1:31 p.m.

Council Member Marquez reconvened the City Council in the Council Chamber from their Closed Session at 2:32 p.m.

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

City Attorney Koczanowicz announced that the City Council voted 3-0 to authorize the City to join Torrance in litigation to recover the underpaid utility taxes on one of the anticipated cases.

## **ADJOURNMENT**

There being no further business to come before the City Council, Council Member Marquez adjourned the meeting at 2:34 p.m.

Submitted by:

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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:

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David Marquez  
 Council Member  
 City of Moreno Valley  
 Boardmember, Moreno Valley Community Services District  
 Council Member, City as Successor Agency for the Community  
 Redevelopment Agency of the City of Moreno Valley  
 Commissioner, Moreno Valley Housing Authority  
 Boardmember, Board of Library Trustees



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** LIST OF PERSONNEL CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

The attached list of personnel changes scheduled since the last City Council meeting 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:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

### **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>	3/05/20 6:36 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 1:37 PM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:04 PM

**City of Moreno Valley  
Personnel Changes  
March 17, 2020**

**New Hires**

Justin Fierro, Traffic Signing/Marking Technician I, Public Works Department/Transportation Engineering Division

**Promotions**

None

**Transfers**

None

**Separations**

None

Attachment: Personnel Changes (3928 : LIST OF PERSONNEL CHANGES)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager  
Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** AUTHORIZATION TO APPROVE A NEW "HOMELESS ASSISTANCE PROGRAM" TO ASSIST WITH ADDRESSING HOMELESSNESS

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize City participation with The Salvation Army to develop a new "Homeless Assistance Program", aimed at helping members of the community who are experiencing homelessness to gain needed assistance to essential services with the aim toward resolving their homelessness.
2. Authorize the City Attorney to prepare an Agreement based on the deal points as set forth within this report, including case management services.
3. Authorize the City Manager to execute an Agreement between the City and The Salvation Army for case management services and oversee the daily operations for the Problem Solving Program.
4. Approve a budget allocation as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate these funds to aid in the funding the costs of the Problem Solving Program.

### **SUMMARY**

This report recommends that the City Council authorize participation with The Salvation Army in helping to fund certain costs of implementing a new "Homeless Assistance Program" to help provide an ability to remove obstacles for those impacted by homelessness. This new Program will help the most desperate in the community with an additional path to gain access to essential services to assist in addressing issues

which may contribute to their homelessness. As a compliment program to the City's Homeless to Work program with The Salvation Army, the Homeless Assistance Program would provide a multi-tiered solution to help participants by providing an additional case worker to directly bring needed services to the field from multiple support organizations and agencies.

## **DISCUSSION**

Under the leadership of the Mayor and City Council, the City has taken a proactive approach in address homelessness thru the creation of the Homeless to Work Program through a partnership with The Salvation Army and Waste Management. Since inception, over 2,143 outreach interactions have occurred, 316 people referred to other health or addiction programs, 126 people have been through the program hiring process, 68 people employed through the Homeless-to-Work program, and 44 people have gained regular employment (15 with Waste Management).

While the City has seen success in addressing homelessness, there are additional wrap around services that the City may want to consider to provide additional tools to help the Salvation Army and our partners. Based on the Point in Time Count held each January, the City on average has 70 individuals who experience homelessness. Throughout California, homeless numbers are continuing to grow due to various factors outside the control of municipalities. In an effort to help these individuals and others who may fall upon this experience in our community, the City in conjunction with The Salvation Army, is interested in pursuing a new program, which aims to combat obstacles that inhibit individuals from gaining access to a more stable lifestyle through introducing and bringing necessary services directly to those individuals who may not otherwise have access to these services.

**Program Overview:** Homeless Assistance Program is a strength-based, creative problem-solving conversation with people experiencing homelessness or who are threatened by the possibility. This program can be designed to assist individuals in the navigation of programs and services that can guide them in a path toward housing and stability. It is believed that, with proper guidance and support, individuals can become their own best problem solvers.

**Case Worker:** This Program will employ one case worker who will meet with homeless individuals at their camps and various gathering places in an attempt to build relationships, assess situations, and help individuals to navigate available programs and services. Clients are engaged in a deliberate (or multiple) thoughtful and individualized conversation(s) that seeks to identify individual barriers and create a plan working toward housing and other necessary services or programs. Problem-Solving is an intervention as opposed to just a program. In effect, the individualized conversation is the first step in addressing each individual's need. Problem-Solving conversations rely on the ability of staff (through a guided conversation and deep listening) to help uncover the unique needs and assets of the client and use that rapport to identify connections the client may need to begin the resolution of their homeless situation. The case worker



will assist participants with a range of funded or leveraged activities based on the stated needs of the participant, including, but not limited to:

- Accessing personal identification (critical for connection to permanent housing and employment)
- Case Management
- Crisis Housing and Bridge Housing
- Crisis Intervention
- Physical Health Care
- Mental Health Care
- Mainstream Benefits Establishment
- Substance Use Treatment
- Education
- Life Skills
- Legal Services
- Employment Services
- Transportation
- Reunification
- Problem Solving
- Tenancy Rights and Responsibilities
- Landlord Relations

The Salvation Army staff will also work with city staff (Code Enforcement, PD, etc.) to address issues of illegal encampments and unsafe conditions. The case worker will be responsible for tracking client progress and will report to necessary city departments when none compliance occurs. The case worker will also be responsible for tracking homeless encampments throughout the city and offering reports to city staff and necessary entities.

**Homeless Assistance Program Fund:** As administered by The Salvation Army, Homeless Assistance Program Funds (HAPF) is a one-time or limited financial assistance service that Case Worker can access in the event a participant has a minimal financial need necessary to either, resolve their housing crisis or homelessness rapidly. Financial assistance can encompass, emergency housing assistance, grocery cards, employment assistance, bus passes, and other items directly connected and necessary to a participant resolving their housing crisis or homelessness. PSAF plays an integral part in Problem-Solving-based interventions and rapid access to financial assistance is paramount.

## **ALTERNATIVES**

1. That the City Council approves and authorizes participation with The Salvation Army in helping to fund certain costs of implementing a new “Homeless

Assistance Program” and the recommended actions as set forth in this staff report. *Staff recommends this alternative as the requested Program would provide a much needed service to support efforts to address homelessness within the community.*

- 2. That the City Council does not approve and authorize participation with The Salvation Army in helping to fund certain costs of implementing a new “Homeless Assistance Program” and the recommended actions as set forth in this staff report. *Staff does not recommend this alternative as the requested Program would not be available to provide much needed service to support efforts to address homelessness within the community.*

**FISCAL IMPACT**

The fiscal impact of this program would result in a total of \$120,000 (\$60,000 per fiscal year for 2019/20 and 2020/21) allocated from the General Fund to The Salvation Army for the operation of the Homeless Assistance Program and the Homeless Assistance Program Funds (HAPF). The proposed program budget for each fiscal year is as follows:

<b>Staffing</b>	<b>\$32,880</b>
<b>Benefits</b>	<b>\$16,120</b>
<b>HAPF</b>	<b>\$5,000</b>
<b>Operating Costs</b>	<b>\$6,000</b>

Funding for this program can be made available through the General Fund account 1010-30-35-25011.

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Sharon Goodale  
Management Analyst

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

**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

Objective 2.4: Work with government and non-government agencies to reduce homelessness in the City.

Objective 5.4: Actively and aggressively address homelessness in Moreno Valley.

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/11/20 6:58 PM
City Attorney Approval	<u>✓ Approved</u>	3/12/20 5:02 PM
City Manager Approval	<u>✓ Approved</u>	3/12/20 5:05 PM



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY UTILITY'S MOBILE APPLICATION WITH SMART ENERGY WATER

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve a Purchase Order with Smart Energy Water (SEW) for modification to the mobile application for Moreno Valley Utility.
2. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change requests up to, but not exceeding the 20% contingency amount of \$5,600 to complete the modification as stated in the report, subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends the approval of a Purchase Order to provide an update to the Moreno Valley Utility's customer mobile application to display time-of-use and solar usage within the mobile application. The display of information will allow Moreno Valley Utility customers the ability to see their usage by time period on a monthly basis.

### **DISCUSSION**

A mobile application for MVU customers was launched in 2018, providing MVU customers the ability to view their usage, billing history, pay bills, request service, and apply for energy efficiency rebates and incentives. There are currently 1,238 customers that are using the application. The mobile application is owned and maintained by SEW, one of the leading smart application providers for the utility sector. To date, a total of \$32,100 has been paid to SEW for the initial implementation of the mobile application and two years of annual license fees.

On December 17, 2019, the City Council approved a time-of-use (TOU) rate for residential customers. The TOU rate is applicable to residential customers with solar generating installations that begin operation after December 21, 2019. Residential customers with electric vehicles are being encouraged to sign up for the TOU rate to take advantage of lower rates during off-peak hours.

In order to display the TOU information in the mobile application, some programming will be required. SEW proposes a one-time cost of \$28,000 (This amount is discounted from an initial proposal of \$56,000) to perform the work, bringing the total contract with SEW to \$60,100. Staff is recommending a 20% contingency of \$5,600 to account for unanticipated programming that may be needed to accommodate the TOU rate display.

### **ALTERNATIVES**

1. Approve the Purchase Order for updates to the mobile application for MVU customers to display time-of-use and solar usage. *The information provided will help customers to understand their usage pattern and electric bills.* Staff recommends this alternative.
2. Do not approve the Purchase Order for updates to the mobile application for MVU customers to display time-of-use and solar usage. *Customers will not be able to see their usage pattern and this alternative will not provide the level of customer service that is expected.* Staff does not recommend this alternative.

### **FISCAL IMPACT**

Funding for this task is available in account number 6010-30-80-45510-625099, Other Contractual Services.

### **NOTIFICATION**

Posting of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

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

### **CITY COUNCIL GOALS**

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

### **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 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

**ATTACHMENTS**

- 1. SEW Change Request 02112020

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/03/20 6:53 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:43 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:16 PM

## Change Request

<b>Client Name</b>	City of Moreno Valley
<b>Change Summary</b>	TOU Usage Graphs: Solar & Power
<b>Software</b>	SCM
<b>Internal ID</b>	CR-1070

### Change Request Description

Pursuant to MSA/STATEMENT OF WORK entered between Smart Energy Systems, Inc. dba Smart Energy Water ("SEW") and City of Moreno Valley ("Client"), Client would like to:

**Have SEW provide TOU & Power Usage Graphs with the additional parameters below:**

TOU usage will be displayed at the monthly level for the previous 13 months and seasonal for Winter and Summer in SCM. For the Summer period, MV will have three TOU rates which will be represented by three stackable graphs for the respective summer period. For the Winter period, MV will have three TOU rates that will be represented by three stackable graphs for the respective winter months. The TOU Rates are listed below:

<u>Summer</u>	<u>Winter</u>
On Peak	Mid Peak
Mid Peak	Off Peak
Off Peak	Super Off Peak

Solar Usage will also be displayed under the solar tab which will represent delivered, received and net usage consumption for solar customers. This will be presented by a two-tier stackable graph denoted by delivered, received and net usage consumption at the monthly and seasonal level.

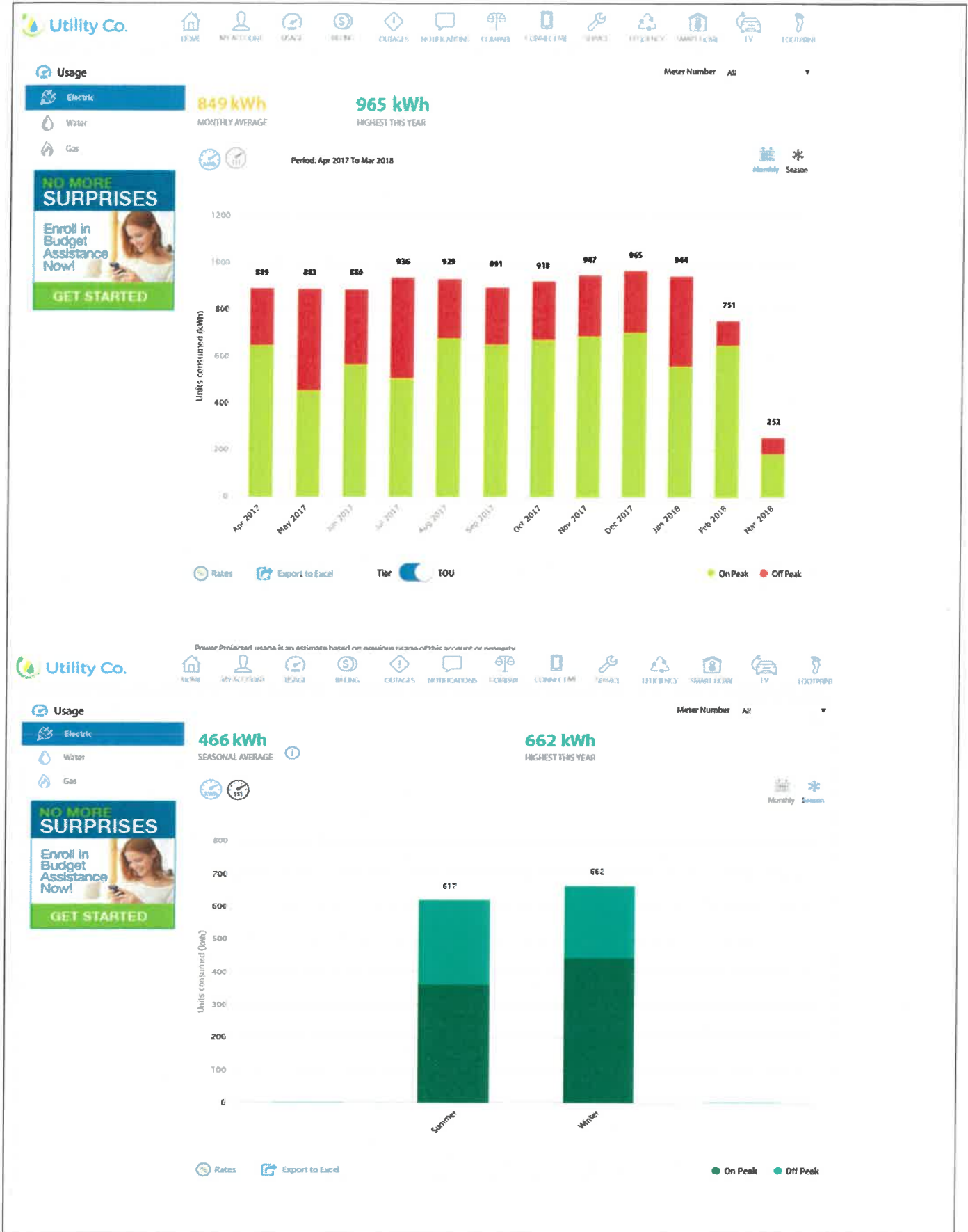
This usage consumption will be provided by MV in the existing billing extract by adding the additional parameters to provide the needed information to display the usage on the graph. SEW will conduct a requirement session as part of this work to finalize the required data needed in the MV billing extract.

**Additional/Supplemental Information (i.e. screenshots, mock-ups, detailed requirements):**

Will be adding additional data points to the graphs below once the requirements are defined as part of the work and the below mockups are examples of what a Monthly and seasonal TOU display will look like. The final graphs may or may not look like the screenshots displayed below.

**Please see the Screenshots on the following page:**

Attachment: SEW Change Request 02112020 (3957 : APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY



Attachment: SEW Change Request 02112020 (3957 : APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY





Recommended Solution	
SEW will work with the client to generate a project schedule based on the clients available resources.	
Type of Change	<input type="checkbox"/> Additional Modules <input checked="" type="checkbox"/> Customization <input type="checkbox"/> Additional Licenses <input type="checkbox"/> Additional Services <input type="checkbox"/> System Integration
Implementation Priority	<input checked="" type="checkbox"/> Critical <input type="checkbox"/> High <input checked="" type="checkbox"/> Normal <input type="checkbox"/> Low

Fee and Payment Terms	
Total Cost (USD)	One-time Cost – <del>\$56,000</del> discounted 50% to \$28,000.
Payment Terms	<ul style="list-style-type: none"> <li>The total cost of the Change Request will be invoiced upon signing.</li> <li>Payment will be due net-30 days from the invoice.</li> <li>Late Payment penalties will apply per T&amp;Cs of the applicable SOW.</li> <li>All applicable service level agreements between SEW and Client, if any, shall not be applicable during the time that SEW resources are being utilized to complete this Change Request.</li> <li>Work performed under a CR shall result in locked-up resources for the project. Therefore, any delay in project schedules due to this CR or a collection of multiple CR's will incur additional charges.</li> </ul>

Accepted By: City of Moreno Valley.	Accepted By: Smart Energy Water.
Signature:	Signature:
Name:	Name:
Date:	Date:

Attachment: SEW Change Request 02112020 (3957 : APPROVAL OF PURCHASE ORDER FOR UPGRADES TO THE MORENO VALLEY



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL HOLDINGS, LLC FOR A BRANCH LIBRARY

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the City Manager to sign lease extensions with Moreno Valley Mall Holdings, LLC for space in the Moreno Valley Mall for a Library branch in compliance with the current contract options.
2. Authorize the Chief Financial Officer to execute any subsequent related change orders to the contract up to, but not exceeding \$90,750 annually. Each three year extension shall not exceed \$272,250.

### **SUMMARY**

On August 15, 2017, the City Council approved a lease at the Moreno Valley Mall for space for a new branch of the Library system. The lease was for three years (expiring November 30, 2020) and included provisions for the City to extend the lease for two, three-year options. The lease will expire this year (Nov. 30, 2020). Authorization is requested to authorize the City Manager to extend the lease for both options as necessary. Annual lease costs are estimated not to exceed \$90,750.

Initial funding for this Library branch was approved by the Council when adopting the City's budget for Fiscal Year 2017/18, and ongoing operations are funded by each budget approved by the Council; no additional funding is required to support the facility lease.

### **DISCUSSION**

On December 21, 2017, the City Council opened the City's first Library branch at the Moreno Valley Mall. Since its opening, the Mall branch has been successful in providing outstanding services to residents. LS&S continues to provide outstanding library programs, collection materials shared throughout Riverside County, and staffing. The bullets below indicate a few of the library system's successes in 2019.

- 312,453 collection items checked out by patrons
- 332,771 Library patron visits
- 43,772 reserved computer sessions
- 619 programs and events serving 17,811 attendees
- 53 outreach presentations
- Continuous art and historical photograph displays

The original lease is for three (3) years and includes two, three-year extensions at the option of the City. The first three-year lease concludes this year (Nov. 30, 2020). The City has invested over \$500,000 in this Library branch over the past three years and the results have been outstanding. Therefore, it is recommended that the City Council authorize the Chief Financial Officer to execute future extensions to the agreement (one concluding November 30, 2023 and one concluding November 30, 2026) and the annual expenditures necessary to continue leasing space for a Library branch at the Moreno Valley Mall.

### **ALTERNATIVES**

1. Authorize the Chief Financial Officer to extend the lease agreement with Moreno Valley Mall Holdings, LLC for space in the Moreno Valley Mall for a Library branch for an annual amount not to exceed \$90,750 (\$82,500 for the lease extensions plus \$8,250 in contingency), and to execute any subsequent related change orders or amendments to the agreement, subject to approval of the City Attorney. *Staff recommends this action as the best and most expedient path to continuing the City's Library services as specifically requested in the Momentum MoVal strategic plan.*
2. Do not approve the lease extension at the Moreno Valley Mall. *Staff does not recommend this alternative as it would cause one branch of the Library system to be closed and the space returned to the Mall.*

### **FISCAL IMPACT**

Funding for this project is available within the City Council's adopted FY 2019/20 and FY 2020/21 budget. Operating expenses for Library services are available and budgeted in the Library Fund (5010). There is no impact to the General Fund.

### **PREPARATION OF STAFF REPORT**

Prepared By:

Department Head Approval:

Steve Hargis  
Strategic Initiatives Manager

Marshall Eyerman  
Chief Financial Officer/City Treasurer

## **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.

**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 3.1: Open a satellite branch library by December, 2017.

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

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

## **ATTACHMENTS**

1. Moreno Valley Mall Lease August 15, 2017

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/04/20 7:18 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:35 AM

City Manager Approval

✓ Approved

3/06/20 12:15 PM

**Moreno Valley Mall**

Lease Agreement

Between

**2250 TOWN CIRCLE HOLDINGS, LLC**, a Maryland limited liability company

and

**CITY OF MORENO VALLEY**, a California municipal corporation

Dated: August \_\_\_\_, 2017

60642-0160.0001/135684434.3

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL

TABLE OF CONTENTS

	Page
SECTION 1	DEFINITIONS..... 1
1.1	Shopping Center..... 1
1.2	Lease Year ..... 1
1.3	Common Areas ..... 1
SECTION 2	DEMISE OF PREMISES AND TERM..... 1
2.1	Lease ..... 1
2.2	Commencement and Expiration Dates of Term..... 2
2.3	Expiration/Termination..... 2
2.4	CASp Inspection; Condition of Premises; Tenant’s Acceptance of Premises ..... 3
2.5	Delivery of Possession..... 3
2.6	License to Enter the Premises ..... 3
2.7	Tenant’s Work ..... 4
2.8	Certification of Commencement and Tenant Estoppel Certificate ..... 5
2.9	Options to Extend ..... 5
SECTION 3	RENT ..... 6
3.1	Minimum Rental ..... 6
3.2	Taxes ..... 7
3.3	Advance Rental ..... 9
3.4	Security Deposit..... 9
3.5	Rent..... 10
3.6	Place of Payment; Application of Payment ..... 10
3.7	Late Charges ..... 10
SECTION 4	USAGE ..... 10
4.1	Use ..... 10
4.2	Operations by Tenant..... 12
4.3	Trade Name..... 14
4.4	Rules and Regulations..... 14
4.5	Roof and Walls ..... 14
4.6	Common Area Control..... 14

TABLE OF CONTENTS  
(continued)

	Page
4.7 Relocation .....	14
4.8 Management and Operation of Common Areas .....	15
4.9 Employee Parking Areas.....	15
4.10 Antenna .....	15
SECTION 5 ALTERATIONS, REPAIRS AND MAINTENANCE .....	16
5.1 Alterations by Tenant.....	16
5.2 Repairs and Maintenance by Tenant.....	17
5.3 Liens.....	18
5.4 Sign and Displays .....	18
5.5 Sidewalks .....	19
5.6 Contractors.....	19
SECTION 6 DAMAGE, DESTRUCTION OR CONDEMNATION .....	19
6.1 Casualty.....	19
6.2 Condemnation .....	20
SECTION 7 UTILITIES.....	20
7.1 Payment.....	20
7.2 Utilities.....	20
7.3 ENERGY STAR® Portfolio Manager Data Collection .....	20
SECTION 8 INDEMNIFICATION.....	21
8.1 Indemnification.....	21
SECTION 9 INSURANCE.....	21
9.1 Liability/Property Insurance .....	21
9.2 Increase in Insurance Premium.....	22
9.3 Subrogation.....	23
SECTION 10 DEFAULT .....	23
10.1 Default by Tenant .....	23
10.2 Remedies.....	23



**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
10.3 Rights and Remedies of Landlord.....	24
10.4 Bankruptcy.....	25
10.5 Default by Landlord.....	25
<b>SECTION 11 TRANSFERS, ASSIGNMENT AND SUBLETTING.....</b>	<b>25</b>
11.1 Assignment and Subletting.....	25
11.2 Voting Control.....	26
11.3 Dissolution of Partnership.....	26
11.4 Landlord Consent.....	26
11.5 Waiver; Termination.....	27
<b>SECTION 12 SUCCESSION TO LANDLORD’S INTEREST.....</b>	<b>27</b>
12.1 Attornment.....	27
12.2 Subordination.....	27
12.3 Instrument Evidencing Subordination and Attornment.....	27
12.4 Mortgagee’s Approval.....	27
<b>SECTION 13 SURRENDER OF PREMISES.....</b>	<b>28</b>
13.1 Surrender.....	28
13.2 Cabling.....	28
13.3 Written Acceptance.....	28
13.4 Holding Over.....	28
<b>SECTION 14 MISCELLANEOUS.....</b>	<b>29</b>
14.1 Attorney’s Fees.....	29
14.2 Interest.....	29
14.3 Accord and Satisfaction.....	29
14.4 Time of Essence.....	29
14.5 Severability.....	29
14.6 Brokers.....	29
14.7 Waiver.....	29
14.8 Right of Entry.....	29

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
14.9 Successors and Assigns.....	30
14.10 Headings, Captions and References.....	30
14.11 Survival of Obligations .....	30
14.12 Landlord and Tenant Relationship.....	30
14.13 Quiet Enjoyment .....	30
14.14 Notices .....	30
14.15 Representations .....	31
14.16 Limitation on Right of Recovery Against Landlord .....	31
14.17 Joint and Several Liability .....	31
14.18 No Discrimination.....	31
14.19 Corporate Tenants.....	31
14.20 Force Majeure .....	32
14.21 Jurisdiction.....	32
14.22 Entire Agreement .....	32
14.23 Lease .....	32
14.24 Mortgage Protection.....	32
14.25 Hazardous Materials .....	32
14.26 Transfer of Landlord’s Interest .....	33
14.27 OFAC Certification.....	33
14.28 Waivers .....	33
14.29 Waiver of Jury Trial.....	33
14.30 Confidentiality .....	33
14.31 Landlord’s Lien.....	33
14.32 Rule Against Perpetuities Savings Clause .....	34
14.33 No Offer .....	34
14.34 Counterparts.....	34
14.35 State Law Provisions.....	35

**TABLE OF CONTENTS**  
(continued)

LIST OF EXHIBITS

Page

- EXHIBIT A Depiction of Shopping Center
- EXHIBIT B Floor Plan of Premises
- EXHIBIT C Tenant's Work
- EXHIBIT D Certification of Commencement Date
- EXHIBIT E Rules and Regulations
- EXHIBIT F Landlord's Sign Criteria
- EXHIBIT G Operating Charges for HVAC and Water

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-v-

## Moreno Valley Mall

### Lease Agreement

THIS LEASE AGREEMENT (the "Lease") is made this 15 day of August, 2017, by and between **2250 TOWN CIRCLE HOLDINGS, LLC**, a Maryland limited liability company (hereinafter referred to as "Landlord"); and **CITY OF MORENO VALLEY**, a California municipal corporation, whose mailing address is 14177 Frederick Street, Moreno Valley, California 92553 (hereinafter referred to as "Tenant").

### SECTION 1 DEFINITIONS

1.1 Shopping Center. The term "Shopping Center" means all that certain land and all buildings, improvements, equipment and facilities now or hereafter erected thereon known as Moreno Valley Mall located in the City of Moreno Valley, County of Riverside and State of California as depicted on Exhibit A attached hereto and by this reference made a part hereof, as same may be altered, expanded or reduced by Landlord from time to time.

1.2 Lease Year. As used herein, the term "Lease Year" shall mean each year of the term (as same may be extended) commencing (i) with respect to the first Lease Year, on the Commencement Date (as hereinafter defined) and ending at the expiration of the last day of the twelfth (12<sup>th</sup>) full calendar month thereafter, and (ii) with respect to subsequent Lease Years, on the first day immediately following the end of the first Lease Year, and each subsequent anniversary thereof, and ending at the expiration of the last day of the twelfth (12<sup>th</sup>) full calendar month thereafter.

1.3 Common Areas. The term "Common Areas" means those on-site and off-site areas, facilities, utilities, improvements, equipment and installations in the Shopping Center which are from time to time designated by Landlord for the nonexclusive use or benefit of Landlord and tenants of the Shopping Center, their employees, agents, customers, licensees and other invitees. Common Areas include, but are not limited to, all parking structures and parking areas (including off-site parking), driveways, sidewalks, landscaped or planted areas, pedestrian areas, lobbies, and walkways. The term "Common Areas" also refers to all on-site and off-site areas and/or related facilities which may not be accessible to Tenant or other persons entitled to occupy space in the Shopping Center, but which are used in conjunction with the operation, management, repair or maintenance of the Shopping Center including, but not limited to, janitorial closets, on-site and/or off-site management offices and maintenance areas.

### SECTION 2 DEMISE OF PREMISES AND TERM

2.1 Lease. Landlord hereby leases and demises to Tenant those certain Premises known as #2078 and marked with diagonal lines on the Floor Plan attached hereto as Exhibit B and by this reference made a part hereof, containing approximately 4,795 square feet of floor area (hereinafter referred to as the "Premises") in the Shopping Center, subject to and with the benefit of the terms and provisions of this Lease.

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(a) Reserved to Landlord. Landlord reserves the right from time to time to expand, reduce and otherwise change the size and dimensions of the Shopping Center; locate, relocate, alter and change the number and location of buildings and other improvements; change any building dimension, and the number of floors in any of the buildings, parking areas, identity and type of other stores and tenancies, shopping center name and the Common Areas located from time to time in or on the Shopping Center. Landlord further reserves the use of the exterior walls (other than storefronts), the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof and which serve other parts of the Shopping Center. Landlord shall use reasonable efforts to locate such items under the floor, above the suspended ceiling, if any, adjacent to an interior wall other than the storefront and (to the extent reasonably practical) in a non-sales area. Landlord also reserves the right to use the land below and the space above the Premises in any manner and for any purpose which does not materially and permanently interfere with Tenant's use of the Premises.

2.2 Commencement and Expiration Dates of Term. The term of this Lease shall commence on the earlier of (a) December 1, 2017, or (b) the opening by Tenant to the public of its business in the Premises (hereinafter called the "Commencement Date").

This Lease shall expire at midnight on the date which is three (3) full Lease Years from the Commencement Date (the "Expiration Date").

Except for those items set forth as Tenant's obligations upon delivery of possession, Tenant's obligation to pay rent hereunder shall commence on the Commencement Date.

2.3 Expiration/Termination. This Lease shall terminate on the Expiration Date set forth hereinabove or upon the earlier termination as herein provided, or at the end of any extension or renewal period, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent if a statutory notice has been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, in addition to all increased rental payments as specified in Section 13.4 hereunder, and Tenant will indemnify, defend and hold Landlord harmless from and against all liabilities and costs in connection with claims and demands made by any succeeding tenants against Landlord in delivering possession of the Premises to each succeeding tenant, including but not limited to costs of investigation and attorney's fees. The foregoing obligation shall survive the expiration or earlier termination of this Lease.

2.4 CASp Inspection; Condition of Premises; Tenant's Acceptance of Premises.

(a) Tenant acknowledges that the Premises is located in an existing building. It is expressly understood and agreed that Landlord shall have no obligation with respect to construction of the Premises or the performance, procurement and/or installation of those items of work, fixtures or equipment which are to be performed, procured or installed by Tenant.

(b) "Certified Access Specialist" or "CASp" means any person who has been certified pursuant to Section 4459.5 of the California Government Code. Pursuant to Section 1938 of the California Civil Code, the Premises has not undergone inspection by a CASp. California Civil Code Section 1938 provides the following: "A CASp can inspect the Premises and determine whether it complies with all of the applicable construction-related accessibility standards under state law. California Civil Code Section 1938 provides that although state law does not require a CASp inspection of the Premises, Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by Tenant. Landlord and Tenant shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises." Accordingly, Landlord and Tenant hereby agree that Tenant shall pay for the fee for the CASp inspection and for all costs of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

(c) Tenant has inspected the Premises and accepts the same in its current "AS IS" condition and with all faults. Tenant has determined that the Premises may be used for the Permitted Use (as defined in Section 4.1(a) below). Tenant waives the right to make any claim against Landlord for any matter directly or indirectly arising out of the condition of the Premises, appurtenances thereto, the improvements thereon and the equipment thereof. **LANDLORD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY OR COMPLIANCE OF THE PREMISES OR ANY PORTION THEREOF WITH APPLICABLE LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES ANY IMPLIED WARRANTIES OF LANDLORD AS TO THE QUALITY OR CONDITION OF THE PREMISES OR THE SHOPPING CENTER, AS TO THE FITNESS OR SUITABILITY OF THE PREMISES OR THE SHOPPING CENTER FOR ANY PARTICULAR USE, OR AS TO COMPLIANCE OF THE PREMISES OR ANY PORTION THEREOF WITH APPLICABLE LAW.**

2.5 Delivery of Possession. Landlord shall use commercially reasonable efforts to deliver the Premises to Tenant promptly after mutual execution of this Lease. Under no circumstances shall Landlord be liable to Tenant for any damages which may be caused by Landlord's failure to deliver the Premises on the date set forth above.

2.6 License to Enter the Premises. At any time prior to delivery of possession of the Premises, Landlord may make the Premises available to Tenant for its work and installations, at



Tenant's sole risk, so long as such work and installation do not interfere with or obstruct any activities being engaged in by Landlord. The foregoing shall in no way be construed as notice that Tenant may open the Premises for business, except in strict accordance with the terms and conditions of this Lease. The license shall be subject to such reasonable restrictions and conditions as may be imposed by Landlord from time to time and Tenant shall coordinate all activities on and about the Premises with Landlord's designated representatives. Tenant's right to enter onto the Premises and Shopping Center pursuant to the license shall not trigger the Commencement Date, as long as Tenant complies with the reasonable restrictions and conditions required by Landlord; provided, however, that the remaining terms and provisions of this Lease (including, without limitation, the insurance requirements) shall automatically become effective and apply to all activities of Tenant and Tenant's employees, agents, contractors and licensees in, about, or relating to the Premises or Shopping Center. Notwithstanding anything herein to the contrary and without limiting the generality of the foregoing, Landlord may require Tenant and any of its agents, contractors or licensees to sign a separate indemnification and hold harmless instrument and provide appropriate evidence of insurance coverage as a condition to entering onto the Premises and the Shopping Center.

2.7 Tenant's Work. Upon delivery of possession of the Premises by Landlord, Tenant will proceed with due diligence, at its own expense, to perform all work and supply all installations described as Tenant's Work (the "Tenant's Work") in Exhibit C attached hereto and made a part hereof, and to fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor and wall coverings, exterior signs, and special equipment and other items of construction and personal property necessary for the completion of the Premises and the proper operation of Tenant's business therein. The Tenant's Work shall be performed with materials of good quality and in a proper workmanlike manner, and, unless Landlord gives its prior written consent otherwise, all items installed by Tenant in the Premises shall be new. Tenant shall secure any and all governmental permits, approvals and authorizations required in connection with any such work, and all Tenant's Work shall be performed in strict compliance with local, state, and federal laws, regulations, orders, or directives. Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment other than trade fixtures and personal property without first obtaining Landlord's written approval of the plans and specifications therefor in accordance with Exhibit C. The approval by Landlord of such plans and specifications shall not constitute the assumption of any liability on the part of Landlord for their accuracy or their conformity with requirements of any building code, or other municipal or governmental regulation or ordinance. Prior to commencement of any work upon the Premises by Tenant, Tenant shall deliver to Landlord a certificate of public liability and property damage insurance of a type and with the limits as shall be reasonably acceptable to Landlord, naming Landlord as additional insured, and evidence of Workers' Compensation and Builder's Risk coverage in such amounts as are required by law and are acceptable to Landlord. Landlord may require Tenant to erect a barricade that complies with Shopping Center standards at the start of Tenant's Work, at Tenant's expense. In the event Landlord has previously erected a barricade or if Tenant fails to erect a barricade and Landlord elects to erect a barricade on Tenant's behalf, Tenant shall pay Landlord the reasonable cost thereof. Tenant's barricade may not be dismantled without Landlord's prior approval. From and after the date of delivery of possession of the Premises, Tenant shall observe and perform all of its obligations under this Lease, including without limitation, payment of all utility charges, but excluding its obligations to pay Minimum Rental and Additional Rental, which are payable from and after the Commencement Date.

2.8 Certification of Commencement and Tenant Estoppel Certificate. Upon establishment of the Commencement Date, Landlord will deliver to Tenant and Tenant will execute a stipulation acknowledging said date in the form attached hereto as Exhibit D, which shall be attached to this Lease and made a part hereof but failure to execute and deliver the form shall not delay the Commencement Date. In addition, from time to time and within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord or to such other party as may be designated by Landlord, a certificate, in a form acceptable to Landlord, stating, among other things, that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Landlord have been satisfied or performed, except as set forth in said certificate; that Tenant is not in default in the payment of rent or any of the other obligations required of Tenant hereunder; and that Tenant has paid Minimum Rental, Additional Rental and any other amounts to be paid by Tenant as set forth hereunder as of the date set forth in the certificate. It is intended that all statements delivered pursuant to this paragraph may be relied upon by prospective purchasers of Landlord's interest, Landlord's lenders and other designees of Landlord and Landlord's lenders. If Tenant fails to respond within ten (10) days after Tenant's receipt of a written request by Landlord as herein provided, such failure shall be a material default under this Lease. In addition, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee, that this Lease is in full force and effect, that there are no uncured defaults in Landlord's performance, that the security deposit is as stated in the Lease and that no more than one month's Minimum Rental has been paid in advance.

2.9 Options to Extend. Tenant shall have the option to extend the term for two additional periods of three (3) years each (each option herein referred to as an "Option", and each extension period herein referred to as an "Extension Period") upon all terms and conditions of this Lease, except that Tenant, after the second Extension Period, shall have no further right to extend the term, and the Minimum Rental shall be increased to the amounts provided for herein. Each Option may be exercised only by Tenant giving Landlord irrevocable and unconditional written notice thereof no later than three hundred sixty-five (365) days before the commencement of the Extension Period for which the Option applies. Said exercise shall, at Landlord's election, be null and void if Tenant has failed to faithfully, diligently and consistently comply with all obligations under this Lease during the term, or if Tenant is in default under this Lease at the date of said notice or at any time thereafter and prior to commencement of said Extension Period to which the Option applies.

If Tenant shall fail to exercise an Option in accordance with the terms hereof, said Option shall terminate and be null and void, and if the first Option shall be null and void, the second Option shall automatically become null and void. Tenant's exercise of an Option shall not operate to cure any default by Tenant of any of the terms or provisions in this Lease, nor to extinguish or impair any rights or remedies of Landlord arising by virtue of such default. If this Lease or Tenant's right to possession of the Premises shall terminate in any manner whatsoever before Tenant shall exercise an Option herein provided, or before the commencement of an Extension Period, or if Tenant shall have assigned this Lease or subleased all or any portion of the Premises before Tenant shall have exercised an Option, then immediately upon such termination, sublease or assignment, the Option shall simultaneously terminate and become null and void. If the term



of this Lease shall terminate for any reason prior to the expiration of the initial term, then the Options shall become null and void, whether or not any have been previously exercised, and if the term of this Lease shall terminate for any reason prior to the expiration of the first Extension Period, then the second Option, whether or not previously exercised, shall become null and void. Time is of the essence of this provision.

The Extension Period shall be upon all the same terms and conditions of this Lease except the Minimum Rental for each Extension Period shall be adjusted to equal the Fair Market Rental Rate. "Fair Market Rental Rate" shall mean the annual minimum rental rate that Landlord should reasonably be able to obtain for the Premises effective the first day of such Extension Period. Fair Market Rental Rate shall be based upon the prevailing rental rate for space comparable to the Premises in terms of size, location, condition and other relevant factors, and taking into account the term of the Extension Period, the Permitted Use and the other provisions of this Lease. Landlord shall provide notice to Tenant of its determination of the Fair Market Rental Rate within sixty (60) days after Tenant exercises its right to extend the term. Within ten (10) days after receiving such determination ("Tenant's Review Period"), Tenant shall irrevocably elect, in writing, to do one of the following: (i) accept Landlord's determination, or (ii) object to Landlord's determination and with such objection set forth Tenant's determination of the Fair Market Rental Rate. If Tenant so objects, Landlord and Tenant shall use good faith to agree upon such Fair Market Rental Rate. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period, then the matter shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or its successor or, if none, a like organization) then in effect. Such determination shall be final and binding upon the parties. If Tenant fails to so accept or object in writing within Tenant's Review Period, Tenant shall conclusively be deemed to have approved of the Fair Market Rental Rate determined by Landlord. If Tenant objects to Landlord's determination of Fair Market Rental Rate in accordance with the above, during any period of the Extension Period that the Fair Market Rental Rate is being determined as per the above, Tenant shall pay annual Minimum Rental equal to 150% of the annual Minimum Rental at the highest rate during the preceding term and, after the Fair Market Rental Rate is determined, if Tenant has underpaid Minimum Rental for said period, Tenant shall pay Landlord the amount due within thirty (30) days after demand, and if Tenant overpaid Minimum Rental, a credit shall be given Tenant against the next Rent coming due under this Lease.

Without limitation, all provisions contained in this Lease for annual or other adjustment to charges shall remain in full force and effect during the Extension Periods.

### SECTION 3 RENT

#### 3.1 Minimum Rental.

(a) During the full term of this Lease, Tenant shall pay to Landlord, without notice, demand, reduction, setoff or any defense whatsoever, a minimum annual rental (the "Minimum Rental") payable in equal monthly installments each in advance on or before the first day of each month. Each such payment shall be accompanied by all applicable state and local rental, sales or use taxes. No monthly installment, however, will be paid more than one

month in advance. The Minimum Rental for any partial calendar month during the term hereof shall be prorated on a per diem basis. If the Commencement Date is a day other than the first day of a calendar month, the prorated amount due shall be paid on the Commencement Date.

(b) From the Commencement Date through the end of the initial term, the annual Minimum Rental shall be Sixty Thousand Thirty-Three and Forty/00 Dollars (\$60,033.40), payable in equal monthly installments of Five Thousand Two and Seventy-Eight/00 Dollars (\$5,002.78).

(c) The Minimum Rental, as adjusted, is referred to as the "Minimum Rental".

(d) "Additional Rental" or "Additional Rent" means all sums of money required to be paid by Tenant under the terms of this Lease with the exception of Minimum Rental, including without limitation Tenant's proportionate share of Taxes, together with all applicable state and local rental, sales and use taxes.

3.2 Taxes. Tenant shall pay to Landlord, as Additional Rental, without deduction or set off of any kind, its proportionate share of the total amount by which all Taxes (defined below) for each Comparison Year (as defined below) exceeds the amount of Taxes for the Base Year (as defined below); provided, however, that Tenant's obligation to pay an increase in the Tenant's proportionate share of Taxes shall not commence until after the Base Year. Landlord shall provide Tenant with a good faith estimate of the total amount of Taxes for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the total amount of Taxes. If Landlord determines that its good faith estimate was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the total amount of Taxes by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within thirty (30) days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within thirty (30) days or credited against the next due future installment(s) of Additional Rental. In addition, the amount of Taxes may be adjusted according to the results of any appeal Landlord may make with regard to the Taxes.

"Base Year" means calendar year 2017. "Comparison Year" means each calendar year during the Term of this Lease subsequent to the Base Year.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Taxes for the prior calendar year and Tenant's proportionate share of the actual amount of Taxes for the prior calendar year. If the estimated amount of Taxes for the prior calendar year is more than the actual amount of Taxes for the prior

calendar year, Landlord shall apply any overpayment by Tenant against the Taxes due or next becoming due, provided if the term of this Lease expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated amount of Taxes for the prior calendar year is less than the actual amount of Taxes for such prior year, Tenant shall pay Landlord, within thirty (30) days after its receipt of the statement of Taxes, any underpayment for the prior calendar year.

“Taxes” shall mean all real property taxes and assessments which may be levied or assessed against the Shopping Center during the Term by any lawful authority for each calendar year including, without limitation, the total costs of paying all taxes, public charges and assessments of whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Shopping Center and the rents therefrom, including but not limited to all real property taxes, rates, duties and assessments, contractual or statutory payments in lieu of taxes under any tax increment financing agreement, abatement agreement, agreement to construct improvements, or other agreement with any governmental body or agency or taxing authority, assessments for special improvement districts and building improvement districts, local improvement taxes, transfer taxes, taxes, assessments or reassessments due to a transfer of the Shopping Center or any portion thereof, import charges or levies, whether general or special, that are levied, charged or assessed against the Shopping Center by any lawful taxing authority whether federal, state, county, municipal, school or otherwise (other than income, inheritance and franchise taxes thereon); taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Landlord’s share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement affecting the Shopping Center; and the cost of seeking a reduction in any governmental levies, charges or assessments, including but not limited to attorney fees or consultant fees.

Tenant’s proportionate share of Taxes shall be computed by multiplying Taxes by a fraction, the numerator of which shall be the number of rentable square feet in the Premises (herein deemed conclusively to be the number of square feet set forth in Section 2.1 above) and the denominator of which shall be the number of rentable square feet in the Shopping Center that are occupied by tenants and open for business for each calendar month (calculated as of the first day of the applicable calendar month), excluding, at Landlord’s option, (x) square footages of the Shopping Center leased or used by other parties as Majors (as hereinafter defined), theatres, restaurants, kiosks, storage areas, or any other premises in the Shopping Center where such parties are not required to pay a full prorata share of Taxes, pursuant to a lease or other agreement with Landlord, and (y) areas of the Shopping Center for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement with Landlord; provided, Landlord shall also deduct from Taxes, as the case may be, all amounts received from such excluded parties for Taxes. For purposes hereof, “Major” shall mean any space of any type in excess of 15,000 square feet of rentable area in, or at Landlord’s election from time to time adjoining, the Shopping Center, whether in buildings or on parcels owned by Landlord or other parties. Tenant shall pay its proportionate share of Taxes in monthly installments, without demand, deduction or setoff, along with monthly payments of Minimum Rental in such amounts as are, from time to time, estimated by Landlord. Estimates shall be revised not less than annually on the basis of actual Taxes for the preceding year of operations. Should Taxes be underestimated, Tenant shall pay any deficiency along with the payment of Minimum Rental next due and thereafter pay its adjusted proportionate share of Taxes in equal

monthly installments as herein provided. Any excess payments shall be credited against the payments of Taxes next due.

Tenant is aware that Landlord, by itself or in combination with other persons, may further expand and develop the Shopping Center in one or more additional phases. In the event one or more of such phases are completed during the term of this Lease, any additional real estate taxes attributable to such other phases may be included in the Taxes at Landlord's discretion.

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed during the term of this Lease upon Tenant's equipment, furniture, inventory, and any other personal property located in the Premises. If any or all of Tenant's equipment, furniture, inventory and other personal property are assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

For property tax purposes, to the extent allowable by law, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Shopping Center, and all rights to receive notices of reappraisalment.

3.3 Advance Rental. Landlord acknowledges receipt from Tenant of an amount equal to Five Thousand Seven Hundred Forty-Two and One/00 Dollars (\$5,742.01) as "Advance Rental", the same to be held as security for the performance by Tenant of all obligations imposed under this Lease which Tenant is required to perform prior to the Commencement Date. If Tenant shall fail to perform such obligations, Landlord shall be entitled to apply this Advance Rental, pro tanto, against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. Otherwise, if Tenant shall have faithfully performed all such obligations as of the Commencement Date, then the Advance Rental shall be applied, pro tanto, by Landlord against the Minimum Rental first becoming due hereunder. No right or remedy available to Landlord as provided in this paragraph shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

3.4 Security Deposit. Tenant has concurrently with the execution of this Lease deposited with Landlord the sum of Five Thousand Seven Hundred Forty-Two and One/00 Dollars (\$5,742.01) (hereinafter referred to as the "Security Deposit") as security for the full performance of every provision of this Lease by Tenant. Landlord may (but shall not be obligated to) apply all or any part of the Security Deposit to cure any default by Tenant hereunder or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, and Tenant shall restore to the Security Deposit all amounts so applied within ten (10) days of invoice. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully perform each provision of this Lease and no amounts are or may become payable to Landlord by Tenant after the expiration or termination of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions hereof shall be returned to Tenant within thirty (30) days after the expiration of the full stated term



of this Lease. No trust relationship is created hereby between Landlord and Tenant with respect to the Security Deposit.

3.5 Rent. As used herein, the term “rent” or “rental” shall include Minimum Rental, Additional Rental, Advance Rental and all other additional charges or sums payable to Landlord hereunder. With each payment of rent due hereunder, Tenant shall pay to Landlord any and all sales or rental taxes from time to time imposed by any governmental authority in connection with rents paid by Tenant under this Lease.

3.6 Place of Payment; Application of Payment. Tenant shall pay all rentals and other charges and render all statements herein prescribed to Landlord at the following address: 2250 Town Circle Holdings, LLC c/o Spinoso Management Group, PO Box 956393, St. Louis, Missouri 63195-6393, or to such other person and at such other place as shall be designated by Landlord. Landlord may, in its sole discretion, apply payments made by Tenant to accrued charges, interest, and rent in the following order or in any other order Landlord elects in its sole discretion: (i) late charges, (ii) interest, (iii) past due Minimum Rental, Additional Rental and/or Advance Rental, and (iv) any balance remaining to current Minimum Rental, Additional Rental and/or Advance Rental.

3.7 Late Charges. If Tenant fails to pay when due any rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, then Tenant shall pay Landlord a late charge equal to five percent (5%) of each such installment if any such installment is not received by Landlord within five (5) days from the date it is due, and Tenant agrees that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss and expenses suffered by such nonpayment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant’s default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Late charges are deemed Additional Rent. In no event shall this provision for the imposition of a late charge be deemed to grant to Tenant a grace period or an extension of time within which to pay any rent due hereunder or prevent Landlord from exercising any right or remedy available to Landlord upon Tenant’s failure to pay such rent when due.

#### SECTION 4 USAGE

4.1 Use.

(a) Tenant shall use, occupy, and operate in the Premises solely for the purpose of a satellite library location (the “Permitted Use”) and for no other purpose whatsoever. Tenant shall not conduct any business in the Premises under any trade name other than the Permitted Trade Name set forth in Section 4.3 below.

(b) Tenant covenants to continuously operate during the entire term of this Lease (including any applicable extensions or renewals hereof) upon the whole of the Premises during business hours of 11:00 a.m. through 6:00 p.m. on Monday through Friday, 10:00 a.m. through 5:00 p.m. on Saturday and 12:00

p.m. through 5:00 p.m. on Sunday, or other such hours as are from time to time imposed by Landlord and required of a majority of the other tenants in the Shopping Center (the "Store Hours"). Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of the maximum volume of business in and at the Premises. Tenant covenants and agrees to remain open for business at least during the Store Hours and such additional hours as shall be determined by Landlord. Tenant shall only open for business outside of the Store Hours with Landlord's prior written approval. If Tenant shall request Landlord's approval of the opening of the Premises for business for periods exceeding those specified as Store Hours, and Landlord shall approve such request, Tenant shall pay for any additional costs incurred by Landlord in connection with Tenant's opening the Premises for business during such additional hours. A vacation of premises or cessation of operations by any other tenant(s) in the Shopping Center shall not in any way release Tenant from Tenant's obligations under this Lease, such obligations being independent covenants of this Lease. The parties agree that Tenant's obligations under this Section 4.1(b) go to the essence of the parties' agreement hereunder, and that any failure to perform such obligations will result in damages to Landlord that are extremely difficult and impractical to determine and for which Landlord's remedies at law will not be adequate. Accordingly, as a fair and reasonable estimate and liquidation of Landlord's damages and not a penalty, if Tenant fails to perform any obligations under this Section 4.1(b) during any portion of any day of the term of this Lease, Tenant shall pay Landlord as additional rent an amount equal to fifty percent (50%) of the Minimum Rental then in effect prorated on a per diem basis. Acceptance by Landlord of such liquidated damages shall not be deemed permission for Tenant to continue such violation, and shall not preclude Landlord from seeking any other remedy (other than damages) for such violation including, without limitation, specific performance or termination of this Lease or Tenant's right to possession as described in Section 10.

(c) Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

(d) Tenant shall not do, permit or suffer to be done anything in or about the Premises or the Shopping Center which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or

injure or annoy them, their customers or clients, nor shall Tenant use or allow the Premises to be used for any purpose which is objectionable or offensive in Landlord's reasonable judgment or which may be unlawful. In no event shall Tenant use the Premises in any manner which violates any recorded restriction applicable to the Premises or the Shopping Center. In no event shall Tenant use the Premises for the purpose of offering for sale food or food items, either sit-down or take-out, without Landlord's prior written consent.

(e) If Tenant permits or engages in any activity which, in Landlord's reasonable judgment, is objectionable, offensive or otherwise constitutes a nuisance to the customers or other tenants of the Shopping Center or that may be unlawful, or in violation of this Lease, Tenant shall immediately discontinue such activity or take immediate action to cause the activity to be discontinued with all due diligence if it cannot be immediately discontinued. Tenant's failure to comply shall constitute a material breach and default of this Lease and entitle Landlord to pursue its remedies for such a breach and default.

4.2 Operations by Tenant. In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish and refuse removed from the Shopping Center on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) keep the Premises sufficiently heated to prevent freezing in water pipes; (k) comply with and observe any recorded restrictive covenants and all rules and regulations established by Landlord from time to time which apply generally to all retail tenants in the Shopping Center; (l) maintain sufficient and seasonal inventory and have sufficient number of personnel in the Premises; (m) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Shopping Center as determined by Landlord and provide an appropriate mercantile quality comparable with the entire Shopping Center.

In regard to its use and occupancy of the Premises and the Common Areas, Tenant will not: (n) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area or any other Common Areas; (o) use or permit the use of any objectionable advertising medium such as, without limitation, flashing lights, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the boundaries of the Shopping Center, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (q) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (r) solicit

business in the parking area or any other Common Areas; (s) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking area or any other Common Areas; (t) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area or other Common Areas; (u) receive or ship articles of any kind outside the designated loading areas for the Premises; (v) use any Common Areas for the sale or display of any merchandise or for any other business, occupation or undertaking; (w) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises or post or exhibit any signs advertising or promoting any such sale (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (x) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for similar shopping centers conducted in accordance with good and generally accepted standards of operation; (y) place a load upon any floor which exceeds the floor load which the floor was designed to carry; or (z) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the premises of any other tenant or other occupant of the Shopping Center.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not use or permit the use of space in the Premises for any of the following: (a) bowling alley; (b) arcade; (c) bar, tavern or cocktail lounge; (d) health club, spa or gymnasium; (e) any nightclub, discotheque, dance hall, billiard or pool hall; (f) secondhand or surplus store; (g) any mobile home park or trailer court; (h) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (i) any fire sale, bankruptcy sale or auction house operation; (j) "wholesale" or "factory outlet" store, cooperative store, "second hand" store, "surplus" store or store commonly referred to as a "discount house"; (k) central laundry or dry cleaning plant or laundromat; (l) automobile, truck, trailer, R.V., boat, or other motor vehicle sales, rental, leasing, display, repair, maintenance, warehouse or car wash; (m) skating rink; (n) living quarters, sleeping apartments or lodging rooms; (o) veterinary hospital, animal raising facilities or pet shop; (p) mortuary; (q) massage parlor; (r) any establishment selling or exhibiting drug or pornographic materials as more particularly described below; (s) restaurant; (t) movie or other theater; (u) separately demised newsstand; or (v) any use which is in conflict with or may create rights pursuant to the exclusive or prohibited use rights of other tenants.

Tenant acknowledges that it is Landlord's intent that the Shopping Center be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, videotapes, picture, representation or merchandise of any kind. The foregoing restriction shall not prohibit Tenant's normal operations for the Permitted Use consistent with the standards of typical municipal libraries; however, if Landlord receives any objection from a third party based on a recorded restrictive covenant agreement or a lease existing on the date of this Lease,



Tenant will promptly remove the objectionable material or otherwise resolve the objection to Landlord's reasonable satisfaction.

Tenant recognizes that the use and care provisions contained in this Section 4.2 are reasonable and necessary for the protection of the Shopping Center's operations and Landlord's legitimate business interests, goodwill with the public and relations with tenants. Tenant acknowledges that any breach or violation of the use and care provisions contained in this Section 4.2 will cause substantial damages and irreparable harm to Shopping Center and Landlord for which there may be no adequate remedy at law. Thus, in addition to any other remedies, Landlord will be entitled to temporary and/or permanent injunctive relief to enforce the provisions of this Lease without the necessity of proving actual damages or posting bond or other security.

4.3 Trade Name. Tenant shall operate in the Premises solely under the trade name Moreno Valley Library (the "Permitted Trade Name") and no other name without the written consent of Landlord. Landlord makes no representation or warranty and has given no assurance, express or implied, as to the availability or continued availability of the Permitted Trade Name. Tenant shall indemnify, defend and hold Landlord harmless from any and all losses, claims, causes of action, judgments and liabilities (including but not limited to costs of investigation, attorneys' fees and costs) arising out of or relating to Tenant's use of the Permitted Trade Name, including but not limited to trademark and service mark infringement and dilution claims. The foregoing obligation shall survive the expiration or earlier termination of this Lease.

4.4 Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations attached hereto as Exhibit E and made a part hereof by this reference, and with all other Rules and Regulations (and amendments and modifications to same) that Landlord may from time to time reasonably adopt for the safety, operation, care and cleanliness of the Shopping Center or the preservation of good order therein. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the Shopping Center.

4.5 Roof and Walls. Landlord shall have the exclusive right to use all or any part of the Premises for any purpose; to erect other structures over all or any part of the Premises; and to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises.

4.6 Common Area Control. Landlord grants to Tenant and Tenant's agents, employees and customers a non-exclusive revocable license to use the Common Areas in common with others during the term, subject to the exclusive control and management thereof at all times by Landlord. Landlord shall have the right at all times, in its sole discretion, to change the location, nature and/or use of any portion of the Common Areas, the Shopping Center or any part thereof as Landlord may from time to time determine.

4.7 Relocation. During the term hereof, Landlord shall have the right, upon thirty (30) days' notice to Tenant, to relocate the Premises to a reasonable location in the Shopping Center comparable in size to the Premises (as determined by Landlord) and on the same terms and

conditions as contained herein. Landlord shall tender the new location to Tenant in substantially the same condition as the Premises were in immediately prior to such relocation. Landlord may at its option (but without waiving other rights or remedies available under this Lease or otherwise), terminate this Lease if Tenant refuses to accept said new location. Landlord shall not be responsible for any lost business or other losses that may be suffered by Tenant as a result of the requirement that Tenant vacate the Premises, but Landlord shall reimburse Tenant for the actual reasonable out-of-pocket costs incurred in moving Tenant's inventory and trade fixtures to the new space. If Tenant is relocated, the Minimum Rental for the new space shall be the same as the current "per square foot" rate for the Premises. Upon the relocation of Tenant, the new space shall be considered the Premises under this Lease.

4.8 Management and Operation of Common Areas. Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (b) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the parking areas and other Common Areas; (c) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking ticket validation by tenants; (d) to close all or any portion of said parking areas or other Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (e) to close temporarily any or all portions of the Common Areas; (f) to discourage non-customer parking; and (g) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

4.9 Employee Parking Areas. Tenant and its employees shall park their cars only in such areas designated for that purpose by Landlord. If Tenant or its employees shall fail to park their cars in the designated parking areas, then without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord, after giving notice to Tenant, shall have the right to charge Tenant, as Additional Rental, the sum of Twenty-Five and no/100 Dollars (\$25.00) per day per car parked in violation of the provisions of this paragraph. Tenant shall notify its employees in writing of the provisions of this paragraph.

4.10 Antenna. Tenant may, following notice to Landlord, install a radio antenna and cables (the "Antenna System") on the roof directly over the Premises, provided, however, that (a) such installation shall be performed by Landlord's roofing contractor or a contractor reasonably approved by Landlord, in accordance with plans and specifications approved in advance by Landlord, in a good and workmanlike manner in compliance with customary industry tolerances and practices, and otherwise in compliance with all applicable laws, codes and ordinances, (b) the Antenna System shall be a non-penetrating mount, properly secured and installed and properly grounded, shall not exceed the load limits of the rooftop of the Shopping Center and shall not void or impair Landlord's existing roof warranty, (c) no part of the Antenna System shall be visible to public view, and (d) the Antenna System and any future additions to or modifications of the Antenna System shall not unreasonably interfere with any currently existing communication equipment serving the Shopping Center or any tenant of the Shopping Center. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost, claim and liability reasonably incurred by Landlord (including reasonable attorneys' fees) for injuries to all persons and for damage to or loss of all property arising

from any act or omission of Tenant or Tenant's agents, employees or contractors relating to the installation, maintenance, operation or removal of the Antenna System, including, without limitation, (i) Tenant's failure to cause the same to comply at all times with all applicable governmental regulations, (ii) the invalidation or impairment of Landlord's roof warranty, and (iii) any damage to the roof caused by Tenant during the installation, repair, maintenance or operation of its Antenna System. Tenant shall, at its sole cost and expense, relocate the Antenna System if such relocation is necessary for Landlord to perform any maintenance or repairs with respect to the roof or if the Antenna System is damaging the roof in its then current location. At the expiration or earlier termination of this Lease, Tenant shall, unless Landlord consents otherwise in writing, remove the Antenna System and related equipment and cabling from the roof and promptly repair any damage to the roof caused by such removal.

## SECTION 5 ALTERATIONS, REPAIRS AND MAINTENANCE

5.1 Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (including but not limited to alterations to the exterior, the storefront, signs and/or utility lines or systems within or serving the Premises) nor secure any fixture or apparatus to the Premises without Landlord's prior written approval and Tenant shall promptly remove upon order from Landlord any decoration or alteration made or installed upon the Premises without Landlord's prior written consent. Upon completion of each alteration, addition, or improvement pursuant to this Section 5.1, Landlord shall promptly be provided with complete "as built" drawings and specifications. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and all such work shall be performed in strict compliance with local, state, and federal laws, regulations, orders, and directives. All alterations, fixtures, betterments and improvements made to or installed upon the Premises (expressly including without limitation all light fixtures and floor coverings, but expressly excluding any inventory, furniture and other personal property which does not become a part of the Premises) shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease unless Landlord shall require Tenant to restore all or a portion of the Premises to its original condition. If Landlord requires Tenant to remove any alterations, additions, or improvements from the Premises, Tenant shall, at Tenant's sole cost and expense, forthwith remove the same, and forthwith repair any damage to the Premises caused by such removal. Tenant's obligations hereunder shall survive the expiration or any earlier termination of this Lease.

Notwithstanding anything in this Lease to the contrary, if Tenant constructs, makes or installs or causes to be constructed, made or installed any improvement or alteration in or to the Premises (including but not limited to Tenant's Work), Tenant shall be solely responsible for ensuring that such improvements and/or alterations do not violate any provision in any local, state or federal law or regulation relating to accessibility for handicapped persons or the removal of architectural or communication barriers to accessibility ("Disability Law"), including but not limited to The Americans with Disabilities Act. Any approval by Landlord of Tenant's plans or specifications for any such improvements or alterations shall not be a representation or warranty, express or implied, by Landlord that such plans will comply with any Disability Law. If any claim is asserted against Landlord under any Disability Law which claim relates directly or indirectly to any alterations or improvements installed, made or constructed, directly or indirectly, by or for



Tenant in or to the Premises or any trade fixture or personal property item used by Tenant in the Premises, Tenant shall defend, indemnify and hold Landlord harmless from and against the claim and any and all charges, liabilities, obligations, penalties, damages, judgments, costs and expenses (including costs of investigation and attorneys' fees) arising or incurred against or suffered, directly or indirectly, by Landlord relating thereto. The foregoing obligation shall survive the expiration or earlier termination of this Lease. If it should be determined that any improvement or alteration constructed, made or installed in or to the Premises, directly or indirectly, by or for Tenant or any trade fixture or personal property item used by Tenant in the Premises is an illegal architectural or communication barrier under any Disability Law, Tenant shall immediately, at its sole cost and expense, remove the barrier or, to the extent allowed by the Disability Law, provide alternatives to the barrier so as to make the Premises accessible to handicapped persons. No alteration or improvement in the Premises will be approved by Landlord if it will require that barriers outside the Premises be removed under any Disability Law. Tenant shall not have any basis for objecting to Landlord's judgment regarding the probable application of any Disability Law provided Landlord does not act arbitrarily.

5.2 Repairs and Maintenance by Tenant. Landlord shall keep the structural portions of the Premises and the Shopping Center, as applicable, in reasonable repair, provided that Tenant shall give Landlord written notice of the necessity for such repair as same affects the Premises. In addition, Landlord may, at its option, through a preventative maintenance contract or otherwise, provide periodic maintenance, service and repair or replacement for the heating, cooling and ventilating units (the "HVAC") serving the Premises and/or the Common Areas of the Shopping Center. The cost of such maintenance, service and repairs or replacement may be invoiced directly to Tenant to the extent such costs relate to the Premises. Tenant shall keep the interior of the Premises, together with the storefront and all windows, plate glass and doors of the Premises, and all electrical, plumbing, sprinkler systems and any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good working order and repair, at its expense. In the event Landlord elects not to maintain the HVAC of the Premises as set forth above, Tenant shall be obligated for the maintenance, repair and replacement of the HVAC, at its sole cost and expense pursuant to the provisions in Exhibit G attached hereto and by this reference made a part hereof, provided, however, that if any repairs or replacement are such that they will affect any structural portion of the Premises including the roof or floor slab or any common systems serving other leased space in the Shopping Center, then Tenant shall so notify Landlord in writing, and, in such event, Landlord may elect, in its sole discretion, to make such repairs or replacement without liability to Tenant and at Tenant's cost, payable within thirty (30) days of invoice as Additional Rent hereunder. Tenant agrees to employ during the term of this Lease a contractor approved by Landlord to perform Tenant's obligations for maintenance, repair and replacement of the HVAC of the Premises, including at least semiannual inspections and cleaning of the HVAC system together with such servicing as each such inspection discloses or as shall be reasonably required by Landlord. Tenant shall deliver to Landlord within ten (10) days after demand by Landlord a copy of Tenant's service agreement with an appropriate HVAC contractor. If Tenant ever enters into a different service agreement replacing the original agreement, Tenant shall deliver to Landlord within ten (10) days after entering into the replacement service agreement a copy of such replacement service agreement. Tenant shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom

such damage may be caused, unless caused solely by the affirmative acts or negligence of Landlord, its agents or employees. In the event Tenant fails to make such repairs, Landlord may, at its option and without waiving any other right or remedy available to Landlord under this Lease or otherwise, but need not, make same and Tenant agrees to pay Landlord as Additional Rent the cost thereof promptly upon demand by Landlord plus fifteen percent (15%) of such cost for Landlord's overhead and administrative costs. Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring that may be required in connection with Tenant's apparatus, equipment or fixtures.

5.3 Liens. Tenant hereby defends, indemnifies and holds Landlord harmless from and against, and shall keep the Premises and the Shopping Center free from liens, and any costs or liabilities associated with any liens, for any work performed, material furnished, or obligations incurred by Tenant, which indemnity shall survive the expiration or earlier termination of this Lease. No work performed by, through, under or for Tenant pursuant to this Lease shall be deemed to be for the immediate use or benefit of Landlord to the end that no mechanic's or other liens shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Prior to commencing any work on the Premises, Tenant shall provide to Landlord, at Tenant's sole expense, separate payment and performance bonds in an amount equal to either (i) the actual guaranteed maximum contract price or (ii) one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations which Tenant desires to make within the Premises. Such bonds shall cover the faithful performance of the contract and payment of all obligations arising therefrom and insure Landlord against any liability for mechanics', materialmen's, or other construction liens and the completion of any such work. Should liens or claims be filed against the Premises or the Shopping Center by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by bond or otherwise within ten (10) days after filing. In the event such lien is not removed within the time set forth herein, Landlord, at its sole option, may, without waiving any other right or remedy available to Landlord under this Lease or otherwise, immediately take all action necessary to release and remove such lien. All sums, costs, liabilities and expenses, including costs of investigation and reasonable attorney's fees and costs incurred by Landlord in connection with such lien shall be deemed Additional Rent and shall be immediately due and payable.

5.4 Sign and Displays. Tenant shall not place or have placed or maintained on the exterior of or within the Premises, the Common Areas or at any other location within the boundaries of the Shopping Center any sign, awning or advertising without the prior written consent of Landlord. Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date a storefront sign which sign shall be in keeping with the character and standards of the improvements within the Shopping Center, as determined by Landlord. All interior and exterior signage shall comply with applicable state, municipal and county law and code, and with Landlord's Sign Criteria attached as Exhibit F and incorporated herein. Without limiting the foregoing, in no event shall Tenant post or exhibit any signs advertising or promoting any auction, fire, going out of business, bankruptcy or other similar type of sale. Landlord shall have the exclusive right to use the roof and Tenant shall not affix any sign or aerial to the roof of the Premises. Tenant may not display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises, nor permit carts or racks or other similar devices within the control of Tenant to be placed or stored in such locations. Tenant further agrees not to install any

exterior lighting, amplifiers or similar devices or use in or about the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts. Tenant will install and maintain at all times, subject to other provisions of this section, displays of merchandise in the show windows (if any) of the Premises. All articles, displays, signs or other similar promotional materials and the arrangement, style, color and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising and promotional matter, signs, banners, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Shopping Center, as determined by Landlord. Landlord reserves the right to require Tenant to correct any nonconformity with the requirements of this Section.

5.5 Sidewalks. Tenant agrees that it shall keep the sidewalks immediately abutting the Premises free from obstructions of all nature, properly swept, and snow and ice removed therefrom.

5.6 Contractors. All work described in this Section 5 shall be performed only by contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require. All work affecting the roof of any building must be performed by Landlord's roofing contractor or a contractor approved by Landlord and no such work will be permitted if it would void or reduce the warranty on the roof.

## SECTION 6 DAMAGE, DESTRUCTION OR CONDEMNATION

6.1 Casualty. Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty and such damage does not equal or exceed forty percent (40%) of the replacement cost thereof, the damage shall be promptly repaired by Landlord to the extent (i) that such repair would not be considered "construction" with respect to the Premises within the meaning of Treas. Reg. Section 1.856-6, (ii) of the insurance proceeds available therefor, and (iii) permitted under the terms of Landlord's Pooling and Servicing Agreement. Tenant at its sole expense shall restore thereto all work and improvements originally installed or performed by Tenant immediately upon the completion of Landlord's work or simultaneously with such work to the extent practicable. Until repairs to the Premises are completed by Landlord, Minimum Rental shall be abated in proportion to the part of the Premises, if any, which is unusable by Tenant in the conduct of its business, but if the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent. If: (a) the Premises is damaged to the extent of more than forty percent (40%) of the replacement cost thereof; or (b) the Shopping Center or building in which the Premises is located is damaged by fire or other insured casualty to the extent of twenty-five percent (25%) or more of the replacement cost thereof; or (c) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety (90) days of the date of such damage; or (d) the Premises is damaged or destroyed during the last thirty percent (30%) of the term hereof; then Landlord may at its sole option terminate this Lease by written notice to Tenant. Landlord shall notify Tenant of its election to terminate within thirty (30) days following its receipt of notification of the availability of insurance proceeds for such repairs or restorations. If Landlord does not elect to terminate this Lease, it will commence promptly such repairs and restorations and prosecute same to completion with due diligence.



If Landlord should elect or be obligated pursuant to this Section 6.1 to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this lease unless Tenant, within fifteen (15) days after demand therefor, deposits with Landlord a sum of money sufficient to pay the difference between the cost of repair and the proceeds of insurance available for such purpose.

Upon the termination of this Lease pursuant to the provisions of this Section 6.1, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and be then unpaid. In the event of such termination, all of Tenant's insurance proceeds covering Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord.

6.2 Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned to Tenant, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation; except that Tenant shall have the right to file a separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any lender. In the event of a partial taking or condemnation which does not result in the termination of this Lease, Minimum Rental shall be apportioned according to the part of the Premises remaining useable by Tenant.

## **SECTION 7**

### **UTILITIES**

7.1 Payment. Tenant shall promptly pay before delinquency all charges for utilities and other services furnished to the Premises whether by Landlord or the applicable utility company. Landlord shall not be liable for any interruptions or curtailment in utility services and any such interruption or curtailment shall not constitute a termination of this Lease or eviction of Tenant. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities are supplied to, distributed in or serve the Premises and Tenant shall comply with the rules, regulations and requirements of all governmental and quasi-governmental agencies with respect thereto.

7.2 Utilities. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, ductwork or sprinkler systems where necessary, through, in or beneath the Premises and to maintain the same in a manner which does not unduly interfere with Tenant's use thereof. Tenant shall not install any equipment which exceeds or overloads the capacity of the utility facilities serving the Premises.

7.3 ENERGY STAR® Portfolio Manager Data Collection. Tenant understands that Landlord is required under applicable law to obtain, input and disclose certain benchmarking data for the U.S. Environmental Protection Agency's ENERGY STAR® Portfolio Manager. Accordingly, within ten (10) days following written request therefor from Landlord (and thereafter as set forth below), Tenant will complete, execute and deliver to Landlord a data release authorization for each utility serving the Premises maintained in Tenant's name or otherwise for the account of Tenant, in form and substance required by the relevant utility provider, permitting the relevant utility to disclose to Landlord Tenant's monthly billing data, building square footage, occupancy type, operational characteristics and other information reasonably required for purposes of inputting the benchmarking data required by the U.S. Environmental Protection Agency's ENERGY STAR® Portfolio Manager (the "Data Release Authorization"). In addition, if Tenant's name or entity changes, Tenant shall complete, execute and deliver to Landlord an additional Data Release Authorization within ten (10) days following receipt of written request therefor from Landlord. Tenant's failure to comply with the provisions of this Section 7.3 shall be a material default under this Lease.

## **SECTION 8** **INDEMNIFICATION**

8.1 Indemnification. Tenant hereby agrees to indemnify and hold and, at Landlord's election, defend Landlord, its partners, trustees, officers, directors, shareholders, beneficiaries, agents and employees harmless from any and all claims, damages, liabilities or expenses, including costs of investigation and attorneys' fees, arising out of (a) Tenant's use of the Premises; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus or from any acts or omissions of co-tenants or other occupants of the Shopping Center including acts or omissions of such co-tenants or other occupants which may violate their lease. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the affirmative acts of proven negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Section 9 hereof.

## **SECTION 9** **INSURANCE**

9.1 Liability/Property Insurance. Tenant shall maintain at its sole expense during the term hereof, commercial general liability insurance with broad form contractual liability coverage, or self-insurance, with coverage limits of not less than One Million Dollars (\$1,000,000.00) per



occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and Tenant shall provide, in addition, excess liability insurance on a following form basis, with overall excess limits of at least Five Million Dollars (\$5,000,000.00), specifically including liquor liability insurance covering consumption of alcoholic beverages purchased or received from Tenant, if the sale or distribution of alcoholic beverages is permitted in the Premises. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. Tenant shall also keep in force insurance against loss or damage to plate glass in or on the Premises and special form also known as "all risk" perils coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Tenant shall also maintain boiler and machinery insurance on the heating, ventilating and air conditioning system serving the Premises. All such policies shall be written by companies reasonably satisfactory to Landlord and Tenant will cause such insurance policies to name (i) Landlord as additional insured for the liability insurance required hereunder, (ii) at Landlord's election, Landlord's property manager as designated by Landlord from time to time ("Property Manager") as additional insured for the liability insurance required hereunder and (iii) Landlord as a loss payee with respect to Tenant's improvements. All such insurance shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord or Property Manager in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workers' Compensation or similar insurance to the extent required by law. Upon execution of this Lease, Tenant shall deliver copies of said policies or, pending issuance of such policies, certificates thereof to Landlord. Should Tenant fail to effect the insurance called for herein Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord as Additional Rental following invoice and promptly upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord thirty (30) days' prior written notice to Landlord before the policy or policies in question shall be altered or cancelled. All insurance carried by Tenant must be "guaranteed cost" insurance coverage with no deductible allowed for real or personal property coverage greater than Twenty Five Thousand Dollars (\$25,000.00). No deductible or similar retention will be accepted for any third party coverage; including, without limitation, workers compensation, commercial general liability or auto liability. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time.

9.2 Increase in Insurance Premium. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Shopping Center or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, permitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the premium or rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such other property for the use or uses made thereof, Tenant will pay, as additional rental, the amount of any such increase promptly upon Landlord's demand.

9.3 Subrogation. Landlord and Tenant each waive any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Shopping Center, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such loss. Landlord and Tenant each hereby waive any right of subrogation and right of recovery or cause of action for injury including death or disease to respective employees of either as covered by Worker's Compensation Insurance (or which would have been covered if Tenant or Landlord as the case may be, was carrying the insurance as required by this Lease). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

## **SECTION 10**

### **DEFAULT**

10.1 Default by Tenant. In the event that Tenant (a) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any Exhibit hereto; (b) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (c) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (d) fails to conduct business in the Premises as herein required; (e) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this Section 10.1(e) shall be deemed a default on account of bankruptcy for the purposes hereof); or (f) commits waste to the Premises; then Tenant shall be in default hereunder.

10.2 Remedies. In the event Tenant is in default under this Lease, in addition to all other rights and remedies which Landlord may have in equity or in law, Landlord shall have all of the following remedies:

(a) Landlord shall have the right, without any further demand or notice, to terminate this Lease, re-enter the Premises and eject all persons from the Premises, using all necessary force to do so, without prejudice to any other remedies that Landlord may have. In the event of any such termination, Landlord shall have all the rights and remedies of a landlord provided by law. The amount of damages which Landlord may recover includes: (a) the worth at the time of award of the unpaid rent or other charges which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent or other charges which would have been earned after termination until the time of award exceeds the amount of loss of such rental and other charges that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the term after the time of award exceeds the amount of the loss of such rental and other charges for such period that Tenant

proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including, by way of illustration and not limitation, real estate commissions, or which in the ordinary course of events would be likely to result therefrom. The "worth at the time of award" as utilized in sub-parts (a), (b), (c) and (d) hereinabove shall be computed by allowing interest at the rate which is the maximum permitted by law.

(b) Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). In the event Landlord gives Tenant written notice that Landlord elects not to terminate this Lease, Tenant shall have the right to sublease the Premises or assign Tenant's interest in this Lease, or both, subject to all other provisions of this Lease pertaining to assignments and subleasing, and Landlord shall have all the remedies of a lessor provided by law. Notwithstanding any such election by Landlord not to terminate this Lease, Landlord may at any time thereafter elect to terminate this Lease for any subsequent breach or default.

(c) Landlord shall have the right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises and/or to collect the rents or profits derived therefrom. Said receiver may, if it is necessary or convenient in order to collect such rents or profits, take possession of any property belonging to Tenant and used in the conduct of such business and may use the same in conducting such business on the Premises without compensation to Tenant for such use. Neither the application for the appointment of such receiver nor the appointment of such receiver shall constitute an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant.

(d) Any action taken by Landlord under this Section shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for rent hereby or otherwise, and Tenant shall remain responsible to Landlord for any loss and/or damage suffered by Landlord by reason of Tenant's default or breach. The words "reenter" and "reentry" as used in this Lease are not restricted to their technical legal meaning.

10.3 Rights and Remedies of Landlord. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand plus interest thereon at the rate of eighteen percent (18%) per annum (or the highest rate permitted by applicable law, whichever is lower), commencing on the date due through the date of payment.

10.4 Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days following request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the trustees will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (c) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder; and (ii) that the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required unless Tenant shall have paid and be current in all payments of Additional Rent, utilities or other charges therefor.

10.5 Default by Landlord. If Landlord shall breach any warranty or fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant or if Landlord shall fail to pay any sums due to Tenant under this Lease on the date the same shall become due and payable hereunder, and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant unless such default is of such a nature that it cannot be cured within said thirty (30) day period, in which event Landlord shall not be in default hereunder if it shall have commenced to cure said default within said thirty (30) day period and diligently prosecute said cure to completion, then Tenant may, as its sole remedy under this Lease, (a) cure any default or breach of warranty of Landlord hereunder, and perform any covenants which Landlord has failed to perform, and any sums expended by Tenant in curing such default or breach of warranty and performing such covenants shall be paid by Landlord to Tenant immediately upon demand; or (b) bring suit to recover from Landlord all sums due Tenant from Landlord.

## **SECTION 11**

### **TRANSFERS, ASSIGNMENT AND SUBLETTING**

11.1 Assignment and Subletting. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer, mortgage, pledge, encumber or permit any lien to attach to this Lease, or sublet the Premises or any part thereof, or permit the use of the Premises (whether by way of any document termed a management agreement, license agreement or otherwise) by anyone other than Tenant and its employees (all of the foregoing collectively referred to as a "Transfer") without Landlord's prior written consent, not to be unreasonable withheld, conditioned or delayed. Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfer has been freely negotiated by the parties hereto and



that Landlord would not have entered into this Lease without Tenant's consent to the terms of this paragraph. Any attempted Transfer in violation of this Section 11 shall be void *ab initio* and, in any event, Tenant shall at all times remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfer. Whether or not Landlord grants consent, Tenant shall pay One Thousand Dollars (\$1,000.00) towards Landlord's review and processing expenses, as well as any reasonable legal fees incurred by Landlord in connection therewith.

11.2 Voting Control. If Tenant is a corporation and if the person, persons or entity(ies) who own a majority of its voting shares at the time of execution hereof cease to own a majority of such shares at any time hereafter, such cessation shall be deemed a Transfer and shall be subject to the restrictions set forth in Section 11.1.

11.3 Dissolution of Partnership. If Tenant is a partnership or limited liability company and if any partner or partners or member or members withdraw from the partnership or limited liability company, or if the partnership or limited liability company is otherwise dissolved, or control of the partnership or limited liability company changes, any such event shall be deemed a Transfer and shall be subject to the restrictions set forth in Section 11.1.

11.4 Landlord Consent. In determining whether to grant consent to the Transfer, Landlord may consider any factor, including but not limited to the experience and business reputation of the proposed assignee, sublessee, or transferee in operating a business for the uses set forth in this Lease; whether the clientele, personnel and foot traffic generated by such proposed assignee, sublessee, or transferee is satisfactory to Landlord; notwithstanding that Tenant and/or others remain liable under this Lease, whether the proposed assignee, sublessee, or transferee has a net worth, and financial strength and credit record, satisfactory to Landlord; use of the Premises by the proposed assignee, sublessee, or transferee must be identical to the use permitted by this Lease; use of the Premises by the proposed assignee, sublessee, or transferee will not violate or create any potential violation of any laws; whether the quality of the business to be operated or likely to be operated by the proposed assignee, sublessee, or transferee is satisfactory to Landlord and whether the customary level of sales volume is likely to be sustained by the prospective assignee, sublessee, or transferee; whether Landlord's consent might result in a breach of any other lease or agreement to which Landlord is a party; and whether the product mix and target customer base of the proposed assignee, sublessee, or transferee is consistent with the product mix and target customer base that Landlord is trying to maintain or achieve within the Shopping Center. In the event Landlord consents to a Transfer, Tenant shall pay Landlord fifty percent (50%) of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the rent payable to Landlord for the portion of the Premises and term covered by the Transfer. Tenant shall pay Landlord's share of the excess to Landlord within thirty (30) days after Tenant's receipt of the excess. In determining the excess due Landlord, Tenant may deduct from the consideration Tenant receives, on a straight-line basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in default hereunder, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against rent in the amount of Tenant's share of payments received by Landlord.

11.5 Waiver; Termination. The acceptance by Landlord of any amounts following any transaction prohibited hereunder shall not be deemed to be a consent by Landlord nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Consent to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer. If Landlord's consent is requested for a Transfer, Landlord shall have the right to terminate this Lease with respect to that portion of the Premises for which such consent is requested, at the proposed effective date of such Transfer, and enter into the relationship of landlord and tenant with the proposed assignee, subtenant or transferee based on the rent (and/or other compensation) and term agreed to by such assignee, subtenant or transferee and otherwise upon the terms and conditions of this Lease. In connection with any Transfer, Tenant shall promptly provide Landlord with fully executed copies of all Transfer documents and agreements (such as assignment, sublease and assumption instruments.)

## SECTION 12 SUCCESSION TO LANDLORD'S INTEREST

12.1 Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all terms, covenants and conditions of this Lease for the balance of the remaining term.

12.2 Subordination. This Lease shall be subject and subordinate to the lien of any mortgages, deeds of trust or security agreements ("Mortgages") or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land upon which the Premises are a part, and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

12.3 Instrument Evidencing Subordination and Attornment. The aforesaid provisions of Sections 12.1 and 12.2 shall be self-operative and no further instruments evidencing them shall be required. Tenant covenants and agrees, however, to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages or other such financing as shall be desired by Landlord and any mortgages or proposed mortgagees, and/or attorning to a subsequent landlord, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to Tenant to do so.

12.4 Mortgagee's Approval. If any mortgagee or beneficiary under a deed of trust or security agreement ("Mortgagee") of the Shopping Center requires any modification of the terms and provisions of this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within twenty (20) days after Landlord's request therefor. Upon cancellation by Landlord, this Lease shall be null and void and neither party shall have liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: (a) the amount of rent or other charges reserved herein; (b) the size of the Premises; (c) the duration and/or Commencement Date of the term; or (d) the construction of the improvements to be made by Landlord to the Premises prior to delivery of possession.

**SECTION 13**  
**SURRENDER OF PREMISES**

13.1 **Surrender.** At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in “broom clean” condition and in the condition required by Section 5.1 of this Lease, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises. All leasehold improvements and other fixtures, such as light fixtures and HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord’s property and shall remain, all without compensation, allowance or credit to Tenant. However, if prior to such termination or within thirty (30) days thereafter Landlord so directs by notice, Tenant shall promptly remove such of the foregoing items as are designated in such notice and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant’s expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord’s option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

13.2 **Cabling.** At the expiration or earlier termination of this Lease, Tenant shall remove any electronic, computer, telecommunications, data and/or any other cabling or wiring and related equipment (collectively, “Cabling”) which was installed by, or for the benefit of, Tenant and located in the Premises or any other portion of the Shopping Center, unless Landlord notifies Tenant in writing prior to such expiration (or, in the event of such earlier termination, as soon as reasonably practicable after such termination) that Landlord elects to have Tenant leave such Cabling in the Premises or in such other portion of the Shopping Center.

13.3 **Written Acceptance.** No act or thing done by Landlord, agent or employee of Landlord, during the Lease term shall be deemed to constitute an acceptance by Landlord of a surrender of Premises unless such intent is specifically acknowledged in writing signed by Landlord.

13.4 **Holding Over.** Tenant shall not occupy the Premises after the Expiration Date or earlier termination of this Lease without Landlord’s consent. If, after the Expiration Date or earlier termination of this Lease, Tenant remains in possession of the Premises with Landlord’s permission (express or implied), Tenant shall become a tenant from month to month only upon all the provisions of this Lease (except as to term and Minimum Rental). Monthly installments of Minimum Rental payable by Tenant during this period shall be increased by One Hundred Percent (100%) of the monthly Minimum Rental payable by Tenant in the final month of the Term. Such monthly rent shall be payable as set forth herein. In addition, Tenant shall be liable for all damages incurred by Landlord by reason of Tenant’s retention of the Premises.

**SECTION 14**  
**MISCELLANEOUS**

14.1 Attorney's Fees. The non-prevailing party in any suit between the parties shall reimburse the reasonable attorney's fees incurred by the prevailing party in the enforcement of any of the terms, covenants or provisions hereof.

14.2 Interest. In the event Tenant fails to make any payment to Landlord when due, then in addition to all rights, powers and remedies provided herein, by law or otherwise, Tenant will also pay to Landlord on demand, interest at the rate of eighteen percent (18%) per annum (or the highest rate permitted by applicable law, whichever is lower) on all overdue installments of Rent and on overdue amounts of any other monetary obligations of Tenant, in each case from the due date thereof until paid in full.

14.3 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover subsequently the balance of any amounts due hereunder or to pursue any other remedy provided herein.

14.4 Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THIS LEASE.

14.5 Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

14.6 Brokers. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease except Spinoso Real Estate Group, and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, and any costs or liabilities arising out of any claims (including costs of investigation and attorneys' fees), by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

14.7 Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing.

14.8 Right of Entry. Landlord shall have free access to the Premises at all reasonable times to inspect same and to make such repairs, additions, improvements, changes or alterations to the Premises or the Shopping Center, as Landlord may elect to make. Tenant agrees that on and



after one hundred eighty (180) days next preceding the expiration date of the term hereof, Landlord or its agents shall have the right to show the Premises to potential tenants and to place notices offering the Premises for lease or sale on any part of the Premises.

14.9 Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding and inure to the benefit of parties hereto and their respective heirs, personal representatives, executors, successors and permitted assigns.

14.10 Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural.

14.11 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease (including, without limitation, indemnification obligations) shall survive the expiration or other termination of this Lease.

14.12 Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

14.13 Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall fully and faithfully perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the term hereof have the peaceable and quiet enjoyment and possession of the Premises without hindrance from Landlord or any person or persons lawfully claiming the Premises.

14.14 Notices.

(a) Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by recognized overnight courier (such as Federal Express), or by U.S. certified or registered mail, postage prepaid, return receipt requested, addressed to: 1) Tenant, at the address as hereinbefore given, or by posting such notice on the Premises; and 2) Landlord, 2250 Town Circle Holdings LLC c/o CWCapital Asset Management, 7501 Wisconsin Avenue, Suite 500, West, Bethesda, Maryland 20814, Attention: Legal Department; with a copy to the Property Manager at: Moreno Valley Mall c/o Spinoso Management Group, 112 Northern Concourse, North Syracuse, New York 13212. Notices and demands shall be deemed to have been given (i) upon the date of the executed return receipt if sent by certified or registered mail, provided that if delivery cannot be made or if any party shall refuse delivery, notices shall be deemed given when mailed; (ii) one business day after deposit with a recognized overnight courier; (iii) upon delivery if personally delivered; or (iv) upon posting if posted to the Premises.

(b) If any Mortgagee of Landlord shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord

shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed herein, and to such address as such Mortgagee shall designate.

14.15 Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

14.16 Limitation on Right of Recovery Against Landlord. Tenant acknowledges and agrees that the liability of Landlord under this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Shopping Center shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. For the purposes of this paragraph only, the term "Landlord" shall mean and include all partners of Landlord (if Landlord is a partnership) and all members and managers of Landlord (if Landlord is a limited liability company). Additionally, to the extent allowed by law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Shopping Center. The provisions hereof shall inure to Landlord's successors and assigns, including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

14.17 Joint and Several Liability. If two or more individuals, corporations, limited liability companies, partnerships or other business associations or trusts (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, limited liability company, partnership or other business association or trust to pay rent and perform all other obligations hereunder shall be deemed to be joint and several with the other signatories, and all notices, payments and agreements given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue or statute or federal law, subject to personal liability, then each such member shall be jointly and severally liable hereunder.

14.18 No Discrimination. It is intended that the Shopping Center shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Shopping Center without discrimination because of race, creed, color, sex, age, national origin or ancestry or other basis prohibited by federal, state or local law. To that end, Tenant shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons or other basis prohibited by federal, state or local law.

14.19 Corporate Tenants. In the event Tenant is a corporation, limited liability company, or other entity, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (a) Tenant is a duly constituted entity qualified to do business in the state in

which the Shopping Center is located; (b) all Tenant's franchise and corporate taxes have been paid to date; (c) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (d) such persons are duly authorized by the board of directors or equivalent governing body of such entity to execute and deliver this Lease on behalf of the entity.

14.20 Force Majeure. In the event either Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of war, governmental restrictions, civil commotion, shortage of labor or materials, strikes, fire, or any other reason beyond their reasonable control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as reasonably necessary to complete performance after the delayed period. However, the provisions of this paragraph shall in no way be applicable to Tenant's obligations to pay rental or any other sums, monies, costs, charges or expenses required by this Lease.

14.21 Jurisdiction. The laws of the State where the Shopping Center is located shall govern the interpretation, validity, performance and enforcement of this Lease.

14.22 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute a reservation of or option for the Premises or an offer to lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.

14.23 Lease. Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant.

14.24 Mortgage Protection. Tenant acknowledges that there is currently or may hereafter be a deed of trust on the Shopping Center, and upon being furnished with the name and address of the holder of such deed of trust, Tenant agrees to give the holder of such deed of trust, together with any ground lessors and future mortgage and/or deed of trust holders, as to all or a portion of the Shopping Center, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such parties. Tenant agrees not to exercise any remedies available by virtue of a Landlord's failure to cure a default within thirty (30) days after receipt of notice of default (or such additional time as may be reasonably necessary to cure such default) unless Tenant has also given such parties a reasonable opportunity to cure such default (including but not limited to foreclosure proceedings if necessary to effect such cure).

14.25 Hazardous Materials. Tenant shall not cause or permit the use, generation, storage or disposal in or about the Premises or Shopping Center of any substances, materials or wastes subject to regulation under any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or hazardous, toxic or radioactive materials (hereinafter "Hazardous Material") unless Tenant shall

have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the Premises in accordance with this Section 14.25, Tenant shall obtain all necessary permits and comply with all statutes, regulations, and rules applicable to such activity. Furthermore, Landlord shall have the right to require that Tenant deliver periodic environmental audits of the Premises evidencing that no violations have occurred. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including costs of investigation, remediation costs, court costs and attorney's fees) arising from Tenant's use, generation, storage or disposal of Hazardous Materials in or about the Premises. This section shall survive the expiration or earlier termination of this Lease.

14.26 Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises or the Shopping Center, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, and Tenant agrees to attorn to such transferee.

14.27 OFAC Certification. Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. The foregoing obligation shall survive the expiration or earlier termination of this Lease.

14.28 Waivers. TENANT HEREBY WAIVES THE BENEFIT OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR ANY PARTICULAR PURPOSE. LANDLORD HAS MADE NO REPRESENTATIONS, COVENANTS OR WARRANTIES WITH RESPECT TO THE PREMISES EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

14.29 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

14.30 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The



consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

14.31 Landlord's Lien. LANDLORD SHALL HAVE AND TENANT HEREBY GRANTS TO LANDLORD A CONTINUING SECURITY INTEREST FOR ALL RENT AND OTHER SUMS OF MONEY BECOMING DUE HEREUNDER FROM TENANT, UPON ALL GOODS, WARES, EQUIPMENT, FIXTURES, FURNITURE, INVENTORY, ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER AND OTHER PERSONAL PROPERTY OF TENANT SITUATED ON THE PREMISES (COLLECTIVELY, THE "COLLATERAL"), AND SUCH COLLATERAL SHALL NOT BE REMOVED THEREFROM WITHOUT THE CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENT AS WELL AS ANY AND ALL OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID AND DISCHARGED. PRODUCTS OF COLLATERAL ARE ALSO COVERED. FOLLOWING A DEFAULT BY TENANT UNDER THIS LEASE, LANDLORD SHALL HAVE, IN ADDITION TO ANY OTHER REMEDIES PROVIDED HEREIN OR BY LAW, ALL RIGHTS AND REMEDIES UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING WITHOUT LIMITATION THE RIGHT TO SELL THE COLLATERAL AT PUBLIC OR PRIVATE SALE UPON FIVE (5) DAYS NOTICE TO TENANT. ANY STATUTORY LIEN FOR RENT IS NOT HEREBY WAIVED, THE EXPRESS CONTRACTUAL LIEN HEREIN GRANTED BEING IN ADDITION AND SUPPLEMENTARY THERETO. LANDLORD AND TENANT AGREE THAT A COPY OR OTHER REPRODUCTION OF THIS LEASE SHALL BE SUFFICIENT TO SERVE AS A FINANCING STATEMENT, PROVIDED THAT LANDLORD MAY FILE A UCC FINANCING STATEMENT IF THE JURISDICTION WHERE THE PROPERTY IS LOCATED SO REQUIRES, AND THAT A COPY OR PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS PORTION OF THIS LEASE MAY BE FILED OF RECORD BY LANDLORD AND HAVE THE SAME FORCE AND EFFECT AS THE ORIGINAL. THIS SECURITY AGREEMENT AND FINANCING STATEMENT ALSO COVERS FIXTURES LOCATED AT THE PREMISES ATTACHED HERETO, AND MAY BE FILED OF RECORD BY LANDLORD. TENANT WARRANTS THAT THE COLLATERAL SUBJECT TO THE SECURITY INTEREST GRANTED HEREIN IS NOT PURCHASED OR USED BY TENANT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. WITHIN TEN (10) DAYS FOLLOWING WRITTEN REQUEST THEREFOR, TENANT SHALL EXECUTE FINANCING STATEMENTS TO BE FILED OF RECORD TO PERFECT LANDLORD'S SECURITY INTEREST IN THE COLLATERAL. LANDLORD'S LIEN SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE, UNTIL ALL OBLIGATIONS OF TENANT HAVE BEEN FULLY PERFORMED.

14.32 Rule Against Perpetuities Savings Clause. If possession of the Premises has not been delivered to Tenant within twenty one (21) years after the execution of this Lease by Landlord and Tenant, this Lease will automatically terminate without liability of either party, unless delayed by the act or omission of Tenant, in which event possession of the Premises to Tenant shall be deemed delivered as of the date that it would have been delivered but for Tenant's act or omission.

14.33 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

14.34 Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A PDF, facsimile or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

14.35 State Law Provisions

(a) Waiver of Statutory Provisions.

(1) Tenant hereby waives the provisions of California Civil Code Section 1932(1) due to an interruption, failure or inability to provide any services.

(2) Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect, and Tenant waives the right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code, and under all other similar laws, statutes or ordinances now or hereafter in effect.

(3) The provisions of this Lease, including Section 6, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Shopping Center, and any statute or regulation of the State where the Shopping Center is located, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Shopping Center.

(4) In connection with the parties' respective rights and obligations under Section 6 of this Lease, Tenant hereby waives any and all rights it might otherwise have pursuant to Sections 1265.130 and 1265.150 of The California Code of Civil Procedure.

(5) Any notice periods provided in Section 10 of this Lease are in lieu of, and not in addition to, any notice periods provided by law, including, without limitation, under California Code of Civil Procedure Section 1161 or any similar or successor law.

(b) Alterations. In addition to Tenant's obligations under Section 5.3 of this Lease, upon completion of any alterations which require Landlord's prior approval, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of in which the Shopping Center is located in accordance with Sections 8182, 8184, 9204 and 9208 of the Civil Code of the State of California or any successor statute.

(c) Conflicts. To the extent of any conflicts or inconsistencies between the terms and provisions of this Section 14.35 and the terms and provisions of the remainder of this Lease, the terms and provisions of this Section 14.35 shall control.


IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

**LANDLORD:**

**2250 TOWN CIRCLE HOLDINGS, LLC,**  
a Maryland limited liability company


By: U.S. Bank National Association, as Trustee,  
successor to Wells Fargo Bank, N.A., as Trustee  
for the registered holders of Citigroup  
Commercial Mortgage Trust 2007-C6,  
Commercial Mortgage Pass-Through  
Certificates, Series 2007-C6 (the "Trust")

By: CWC Capital Asset Management LLC, a  
Delaware limited liability company, solely  
in its capacity as Special Servicer to the  
Trust

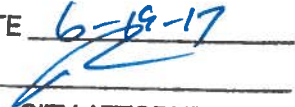
By:   
Name: Frank Rinaldi  
Title: Vice President

**TENANT:**

**CITY OF MORENO VALLEY,** a California  
municipal corporation

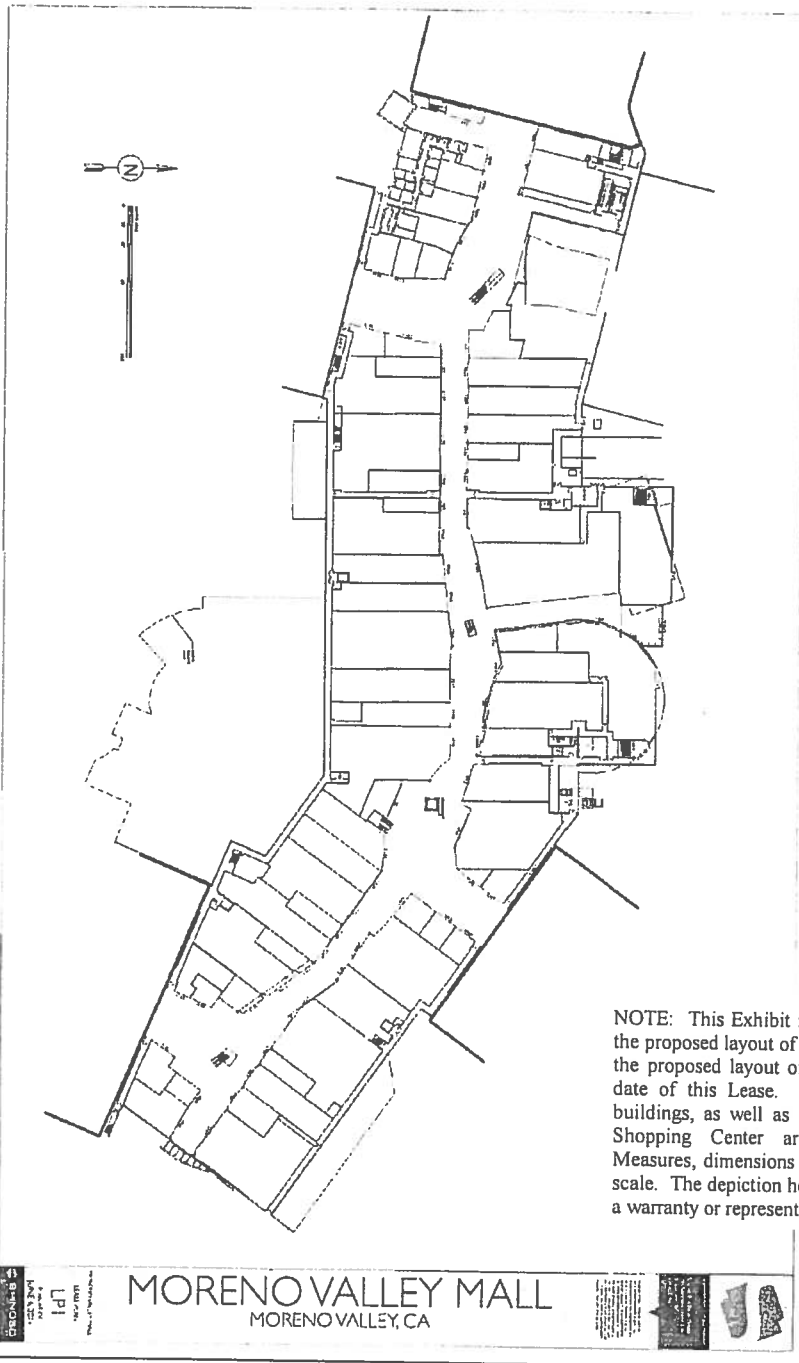
By:   
Its: City Manager

60642-0160.0001/135684434.3

APPROVED AS TO FORM  
DATE 6-18-17  
BY   
CITY ATTORNEY  
CITY OF MORENO VALLEY

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL

**EXHIBIT A**  
**DEPICTION OF SHOPPING CENTER**



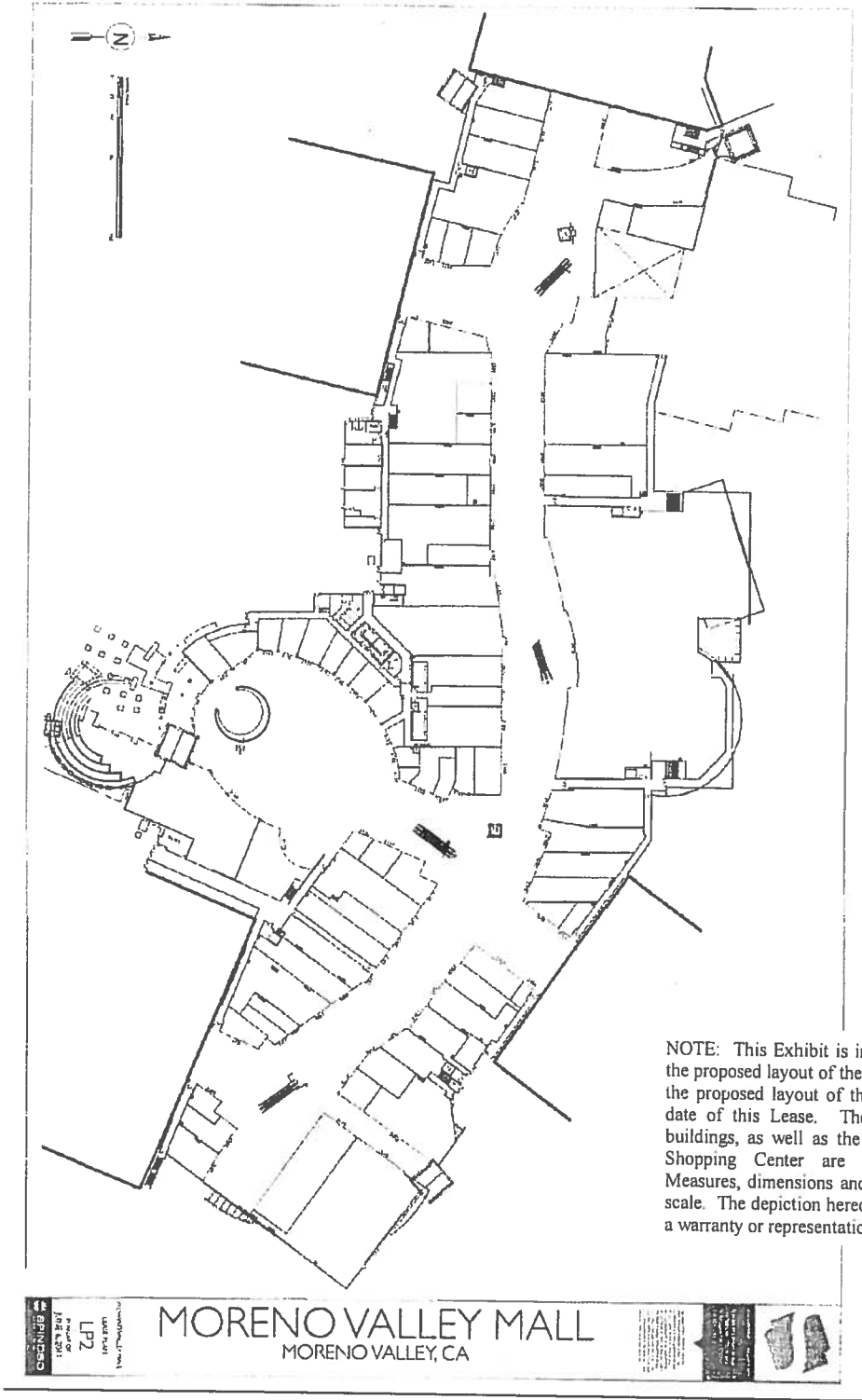
NOTE: This Exhibit is intended to show only the proposed layout of the Shopping Center and the proposed layout of the Premises as of the date of this Lease. The size and shape of buildings, as well as the configuration of the Shopping Center are subject to change. Measures, dimensions and distances are not to scale. The depiction hereon does not constitute a warranty or representation of any kind.

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A-1

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL





NOTE: This Exhibit is intended to show only the proposed layout of the Shopping Center and the proposed layout of the Premises as of the date of this Lease. The size and shape of buildings, as well as the configuration of the Shopping Center are subject to change. Measures, dimensions and distances are not to scale. The depiction hereon does not constitute a warranty or representation of any kind.

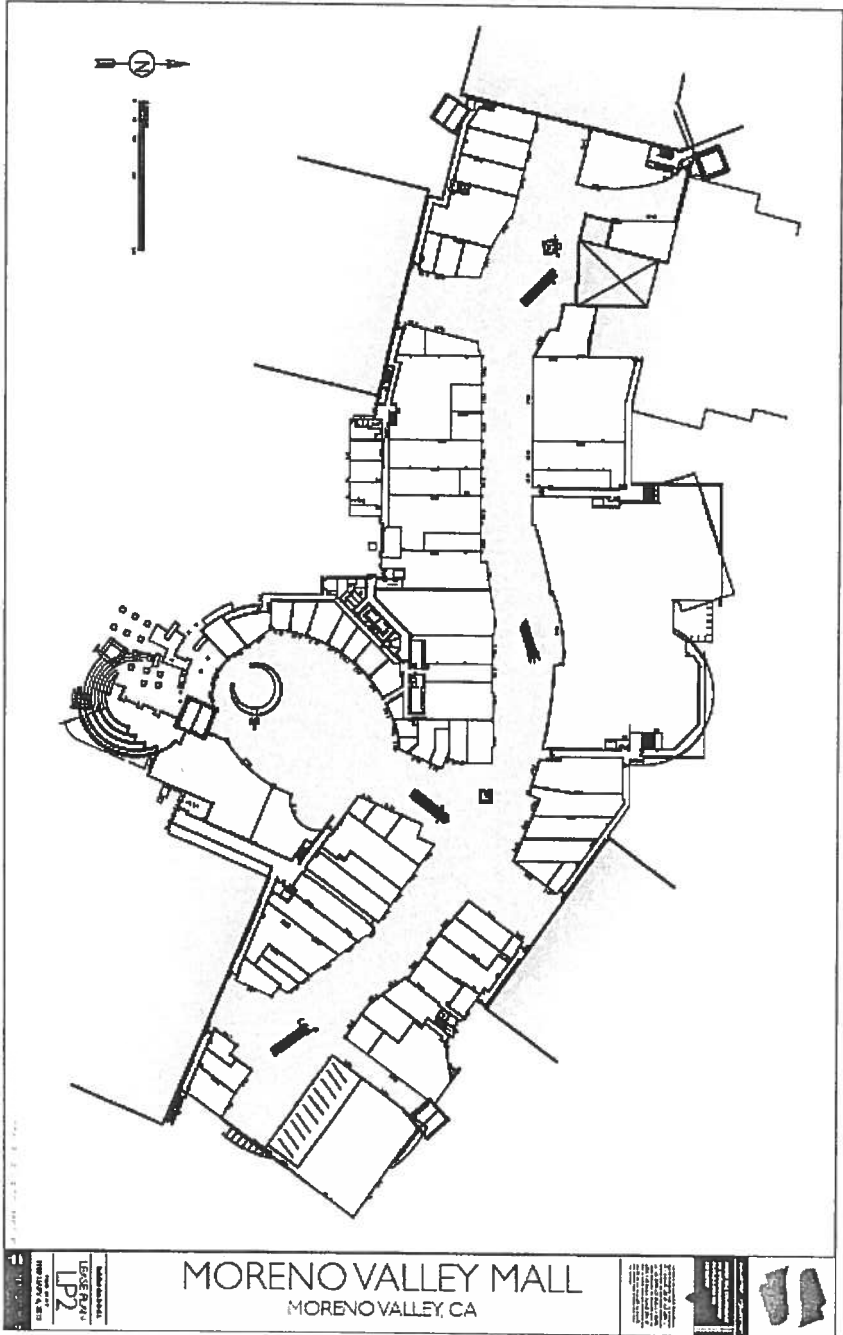
**MORENO VALLEY MALL**  
 MORENO VALLEY, CA

60642-0160.0001/135684434.3

A-2

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL

EXHIBIT B  
FLOOR PLAN OF PREMISES



Note: This Exhibit is intended to show only the proposed layout of the Shopping Center and the proposed layout of the Premises as of the date of this Lease. The size and shape of buildings, as well as the configuration of the Shopping Center are subject to change. Measures, dimensions and distances are not to scale. The depiction hereon does not constitute a warranty or representation of any kind.

B-1

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL



## EXHIBIT C

### TENANT'S WORK

Tenant accepts the Premises in its "as-is" condition. Tenant, at Tenant's expense, shall construct or remodel the Premises consistent with its current prototype and complete any other improvements that may be required for Tenant's use of the Premises. If Tenant's design is not feasible with the existing utility locations, such as mechanical, electrical, plumbing or fire protection, any alterations to the existing utility locations shall be completed by Tenant at Tenant's expense, subject to Landlord's prior approval. All such work shall be in accordance with this Exhibit "C", the Tenant Criteria Manual and other information contained within the Tenant Package referenced below. All work to be performed by Landlord in delivering the Premises to Tenant shall be limited to those items expressly set forth in this Exhibit "C", some of which may be performed by Landlord on behalf of, and for Tenant as is more fully described herein.

#### A. TENANT PACKAGE

Tenant Package Landlord shall provide a "Tenant Package" to better identify the Premises and provide details in describing conditions of the shell structure. This package may contain such items as:

- a. Lease exhibit drawing indicating approximate Premises.
- b. Dimensional floor plan drawings, if available. Tenant shall not rely on such plans or drawings and must field-verify physical dimensions and existing conditions in the Premises prior to and during Tenant Work (defined in Article 2 of the Lease).
- c. Criteria Manual containing Tenant-required drawing submissions information, sign criteria, architectural, electrical and mechanical information necessary for the preparation of Tenant's plans, typical detail sheets, and other information.
- d. By the execution of Tenant's Lease, Tenant acknowledges receipt of the Tenant Package and by this reference, it is incorporated in the Lease.

#### B. TENANT PLAN SUBMITTAL REQUIREMENTS

1. Tenant Working Drawings  
Tenant shall provide working drawings consisting of architectural, mechanical, electrical, plumbing, structural, life safety, specifications and supporting calculation data, prepared by a licensed engineer of the state in which the Shopping Center is located as deemed necessary by Landlord. Refer to Tenant Package for

details. Tenant agrees to comply with the schedule set forth in 2 below.

2. Tenant Plan Submittal & Additional Requirements

- a. Landlord shall review Tenant's drawings and specifications and notify Tenant within 15 days of their receipt if they do not meet with Landlord's approval. Tenant shall, within 10 days of the receipt of notification, revise and resubmit the drawings and specifications. When Landlord has approved Tenant's drawings and specifications, Landlord shall initial and return one (1) set of approved drawings to Tenant.
- b. If any changes and/or revisions are made in Tenant's working drawings and specifications after Landlord's initial approval, Tenant shall deliver to Landlord one set of revised working drawings and specifications for additional approval.
- c. No approval by Landlord shall be valid unless signed in writing by Landlord or Landlord's representative.
- d. Tenant shall prepare its plans and perform Tenant's Work in compliance with Landlord's requirements, governing statutes, ordinances, regulations, codes and insurance rating boards. Landlord's approval does not relieve Tenant of its obligation to complete Tenant's Work in accordance with the terms of the Lease, nor of the necessity of Tenant's compliance with the laws, rules, regulations and ordinances of local governing authorities.
- e. Any approval by Landlord or Landlord's architect shall neither obligate Landlord in any manner whatsoever with respect to the finished product, design and/or construction by Tenant nor be deemed to be a modification or amendment to the provisions of the Lease. Any deficiency in design or construction, with or without prior approval of Landlord, shall be solely the responsibility of Tenant. Tenant shall be solely responsible for corrections in Tenant's Work and its working drawings and specifications required by governmental authority.
- f. Notwithstanding anything to the contrary contained in this Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendment to the ADA, as well as applicable state, local laws, regulations, ordinances and independent inspections. Compliance will include, but not be limited to, the design, construction, and alteration of the Premises as well as access to, employment of and service to individuals covered by the ADA. Upon completion of work, Tenant must supply to Landlord a letter, satisfactory to Landlord, stating that the Premises have been designed and constructed in accordance with and are in compliance with the ADA.
- g. Within 10 days after opening for business in the Premises, Tenant shall

provide Landlord with one set of “as-built” drawings and specifications indicating the changes made during the performance of Tenant’s Work. As-built drawings shall accurately locate all underground utilities and equipment installed. As-built drawings shall be delivered to Landlord prior to final inspection of the Premises.

## C. STRUCTURE

### 1. Building Shell

- a. Landlord may provide, at its option, a concrete floor slab within the interior of the Premises at Tenant’s expense. In the event Landlord provides a concrete floor slab based on the area of the Premises, Tenant shall pay Landlord \$3.00 per square foot for concrete slab. Such concrete slab shall be installed in accordance with the requirements as described in the Tenant Criteria Manual. Any tenant whose requirements exceed the designed live load shall furnish Landlord with load information prepared by a licensed structural engineer. At Landlord’s option, Landlord may, at Tenant’s expense, submit structural information to its engineer for verification.
- b. Tenant is responsible for maintaining the integrity of the concrete slab. Any alterations to Landlord’s slab shall be executed in accordance with the requirements described in the Tenant Criteria Manual.
- c. Upper and lower level suspended slab floor penetrations shall be core-drilled; no saw cutting or trenching is permitted. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual.
- d. Structural modifications and or additions by Tenant to Landlord’s structure is subject to Landlord’s prior approval. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord’s engineer, at Tenant’s expense.

### 2. Roof Penetrations

Roof penetrations by Tenant shall be held to a minimum. Penetrations, flashing and patching of the roofing system shall be made by Landlord’s roofing contractor, subject to Landlord’s prior approval, at Tenant’s expense. Any structural framing or structural calculations required by Landlord as a result of Tenant’s roof penetrations shall be performed at Landlord’s option by Landlord’s contractor, at Tenant’s expense. Any associated curbs, rails, skids, etc. which can impact the roof system shall be designed in accordance with the manufacturer’s recommendations and installed by Landlord’s approved roofing contractor, at Tenant’s expense.

### 3. Waterproof Membrane

All food tenants, high water use tenants such as, beauty salons, pet stores, etc., lower and upper level tenants whose design includes water being present, such as in kitchens or restrooms, shall install and maintain a waterproof membrane approved by Landlord throughout the Premises. A water test shall be performed by Tenant. Tenant is responsible for maintaining liquid-tight capacities of the floor

and other boundaries of the Premises.

4. Fireproofing

Landlord may provide, at its option, fire retardant material on its structure within the Premises. Tenant shall be required to protect fireproofing and damage to fireproofing shall be repaired by Tenant as necessary to meet the requirements and recommendations of applicable code and local inspectors, at Tenant's expense.

**D. STOREFRONTS**

1. Neutral Piers and Bulkhead

Landlord may provide, at its option, vertical neutral surfaces or structural columns at the lease line separating Tenant storefront construction from another adjacent space. Tenant shall pay Landlord \$200.00 for neutral piers and \$6.50 per lineal foot of bulkhead soffit. The storefront area will be left open for Tenant construction between the edges of the neutral surfaces and between the mall finished floor and the underside of the horizontal soffit.

2. Additional Storefront Requirements

a. Landlord has established design criteria regulating materials and construction of the storefronts and signage so that tenant storefronts contribute to the overall design concept of the Shopping Center. In order to contribute to this theme, the overall storefront design must conform to the design criteria as described in the Tenant Criteria Manual. Landlord has the right to reject storefronts which do not meet the design criteria and to accept and approve unusual designs that deviate from the required criteria, all at Landlord's sole discretion.

b. Tenant is responsible for constructing a complete storefront to the full height and for making a suitable attachment or termination of construction to the bulkhead soffit and proper closure against each neutral pier. Refer to Tenant Criteria Manual for details. Tenant shall be solely responsible for the repair of damage it causes to Landlord's finish material.

c. Tenant's storefront shall be self-supporting. Limited lateral bracing is permitted from Landlord's structure. The storefront or any part of the interior cannot be suspended from Landlord's bulkhead framing or structure.

**E. DEMISING WALLS AND EXITS**

1. Demising Walls

a. Landlord shall provide light gauge metal studs or unfinished masonry separating the Premises from adjacent space. Tenant shall pay Landlord



\$10.00 per linear foot for demising partitions.

- b. Tenant is responsible for furnishing gypboard on all demising partitions and surfaces in accordance with code and as described in the Tenant Criteria Manual.
- c. Tenants are prohibited from allowing music or other sounds to emanate from their space into an adjacent Tenant space or into the mall common area. Tenants who generate sound levels greater than 40 decibels, or as otherwise deemed necessary by Landlord, shall insulate their space against sound transmission. Methods to prevent sound transmission must be thoroughly detailed on Tenant's plans and is subject to Landlord's approval, as described in the Tenant Criteria Manual.
- d. Tenant is responsible for providing Landlord with anticipated load and weight calculations for any wall hung fixtures. If Landlord deems necessary, Tenant shall provide backing and bracing support to demising walls to compensate for loading imposed by Tenant's wall-hung fixtures at Tenant's expense.
- e. Tenant is responsible for the construction of any wall in which an expansion joint occurs, the construction of such wall shall be in accordance with acceptable construction design practices and applicable codes.

2. Service Doors

Tenant is responsible for furnishing and installing a service door connecting to service corridors or mall exterior service areas. The door shall comply with applicable code requirements and Landlord requirements as described in the Tenant Criteria Manual. In the event Landlord has installed any such doors, frames and hardware, then Tenant shall reimburse Landlord for the cost thereof at \$1000.00 per door.

3. Exit Requirements

Tenant is responsible for providing all exit requirements and exit identifications within the Premises in accordance with requirements of applicable code and subject to approval by the local building authority.

**F. INTERIOR FINISHES, FURNISHINGS AND EQUIPMENT**

1. Floor Finish

Tenant is responsible for all floor finish covering materials for the Premises and shall make a smooth, level transition with the mall floor at the lease line. In the event that Tenant is required to match Landlord's floor tile at Tenant's lease line and closure line, Tenant shall pay Landlord \$15.00 per square foot for Landlord selected floor tile. Tenant shall protect and repair any damage to Landlord's floor



finish material, at Tenant's expense.

2. Wall Finish

Tenant is responsible for the installation of finished walls on the demising partitions, including any necessary additional supports, wall blocking, fire tapping and wall finishes, at Tenant's expense.

3. Ceilings

Ceiling height limitations are created by existing conditions and floor-to-floor heights vary throughout the Shopping Center. Where building conditions permit, higher ceilings may be allowed with the written approval of Landlord. Any relocation of or modification to existing piping, conduit and/or ductwork necessitated by Tenant's installation of a ceiling shall be at Tenant's expense. If the area above the ceiling is a return air plenum, ceilings are required throughout the Premises including, without limitation, stock and toilet rooms.

4. Access Panels

Tenant is responsible for providing access panels throughout the Premises. Tenant shall at minimum provide 24" x 24" flush mount access panels in the ceiling within the Premises at dampers, HVAC equipment and elsewhere as required by Landlord or as required by code in order to provide access to the equipment.

5. Furnishings and Equipment

Tenant is responsible for furnishing and installing all fixtures, furnishings, equipment, shelving, trade fixtures, leasehold improvements, interior decorations, graphics, signs, mirrors, coves and decorative light fixtures and other special effects, as first approved and permitted by Landlord and in accordance with all applicable federal, state, local laws, regulations and ordinances.

**G. SIGNAGE**

1. Tenant Signage Submittal

a. Tenant shall submit sign manufacturer's shop drawings to Landlord depicting sign, lettering dimensions, overall dimensions, color, materials, mounting details, quantities and location of the sign in relation to each elevation, as described in the Tenant Criteria Manual. Signs, permits and related or resulting construction shall be Tenant's responsibility. All signs shall be installed under the supervision of Landlord. The sign contractor shall repair any damage caused by its work.

b. Landlord's final written approval is required prior to sign fabrication. Tenant shall not be permitted to open for business in the Premises without a sign that has been approved in writing by Landlord and which conforms to applicable building and electrical codes.

2. Interior Signage Requirements
  - a. No signage shall be applied to storefront or hung within 4'-0" from the lease line without Landlord's written approval. Refer to Tenant Criteria Manual for additional information.
  - b. No signs shall be allowed beyond the lease line without Landlord's written approval.
  - c. No flashing, action, moving or audible signs are permitted.
  - d. No television or projection screens are permitted within 15 feet of the lease line without Landlord's written approval.
  - e. Signs may be vertical, horizontal, and be illuminated. Multiple signing may be permitted on multi-directional storefronts but only with Landlord's prior written approval.
  - f. The length of horizontal lettering shall not exceed 50% of the horizontal storefront length without Landlord's prior written consent. The proportional ratio of the proposed signage length to the overall horizontal storefront length shall be left to the sole discretion of Landlord.
  - g. Landlord reserves the right to regulate signage location throughout the mall and near Major stores.
  - h. Wording is limited to the trade name of the store. Landlord shall review logos on a case-by-case basis.
  - i. Sign shall be on a timer set to illuminate during mall hours.
  - j. No sign manufacturer's identification, decals or registered trademark shall be permitted.
  - k. Tenant shall keep the sign in good repair at all times.

## H. HEATING VENTILATION AND AIR CONDITIONING

1. Landlord provided Heating, Ventilation and Air Conditioning System, "HVAC System"  
Landlord may provide, at its option, the HVAC system to the Premises, as defined in the Tenant Criteria Manual. Tenant is responsible for design and installation, at its sole expense, of the mechanical system within the Premises from Landlord's distribution point.

2. Tenant provided Roof Top Unit, "RTU System"
- a. Tenant may, at its sole expense, upon prior written approval of Landlord, install and operate a supplemental RTU System on the roof of the Shopping Center. The RTU System shall supplement, and not replace, any existing air conditioning unit, and shall be compatible with the Landlord-provided air conditioning system in all respects including, but not limited to, roof integrity, structure, air flow, electric load, life safety alarm system and utility capacity.
  - b. In the event Landlord does not provide the HVAC system, Tenant is required to design and install the RTU System to the Premises as defined in the Tenant Criteria Manual.
  - c. Landlord may provide, at its option, universal roof supports for roof-mounted equipment. Tenant shall reimburse Landlord for all associated costs.
  - d. Tenant shall locate the RTU System and provide structural modifications in order to comply with the Shopping Center's structural load limits. Tenant shall submit structural calculations, which have been prepared by a licensed structural engineer, to Landlord for review by Landlord's engineer, at Tenant's expense. Landlord may require modifications to Tenant's design and construction.
  - e. Tenant shall not install or operate the RTU System without the prior written approval of Landlord. Tenant shall not enter the roof without prior permission from a representative of Landlord.
  - f. Tenant shall supply Landlord with maintenance agreements, plans and specifications for the installation and operation of the RTU System.
  - g. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have no right to an abatement, deduction or set-off in rental if Tenant's RTU System is or becomes inoperable.
3. Additional Tenant Requirements
- a. Tenant is responsible for providing the mechanical system within the Premises, including but not limited to maintenance, supply metal ductwork, grilles, registers, electrical wiring, controls, heating, heat detection and circuitry necessary for the satisfactory operation of an air conditioning system. Refer to Tenant Criteria Manual for details.
  - b. Tenant is responsible for the design of all ductwork and accessories for air distribution in accordance with the procedures described in the American Society of Heating, Refrigerating, and Air Conditioning Engineering Guide ("ASHRAE"), and in accordance with the latest methods recommended in

- the Sheet Metal and Air Conditioning Contractors National Association (“SMACNA”) low velocity duct manual, and as otherwise set forth by code.
- c. In the event Landlord provides a pre-approved mechanical contractor, Tenant will be required to use Landlord’s contractor for the purchase and installation of Tenant’s HVAC unit, heating & cooling equipment and HVAC curb, all at Tenant’s sole expense. Refer to Tenant Criteria Manual for details.
  - d. Tenant is responsible for providing the Premises with its own thermostat(s) in accordance with the requirements of the Tenant Criteria Manual.
  - e. Tenant shall provide plans, specifications and calculations required in connection with the installation and operation of Tenant’s HVAC System. Any review of the plans, specifications and calculations performed by Landlord or Landlord’s engineer, as Landlord deems necessary, shall be at Tenant’s expense.
  - f. Tenant is required to route HVAC condensation lines as directed by code and the mall on-site representative.
  - g. Tenant is responsible for providing Landlord copies of air test and balance reports upon completion of work.
  - h. Tenant shall reimburse Landlord, at Landlord’s option, for any measurement system(s) required by Landlord for measuring Tenant’s consumption of conditioned air.
  - i. Landlord may provide, at its option, a smoke evacuation and control system within the Premises. In the event Landlord provides a smoke evacuation and control system, Tenant shall pay Landlord \$3.00 per square foot.
  - j. Tenants HVAC System and related rooftop equipment must be compatible with Landlord’s life safety/ smoke exhaust system. Alterations to and interface with Landlord’s life safety/smoke exhaust system shall be by Landlord’s contractor at Tenant’s sole expense.
  - k. Tenant may be required to provide and install, at Tenant’s expense, heat or smoke detectors within the Premises to shut down the heating, air conditioning and ventilation whenever an abnormal condition is detected. In addition, these devices may be required by local code authorities as part of the fire prevention smoke removal system. Refer to Tenant Criteria Manual for details.
  - l. Landlord shall have the right to require Tenant to cease operation of the Tenant’s HVAC System if it is causing damage to any of the structural or

mechanical elements of the Shopping Center, interfering with or diminishing any service provided by Landlord or others, or interfering with any other tenant's business.

#### I. TOILET EXHAUST SYSTEM

- a. Landlord may provide, at its option, a common toilet exhaust system to the Premises, as defined in the Tenant Criteria Manual. Tenant shall design and install a toilet exhaust system and connect to Landlord's exhaust duct system within the Premises.
- b. In the event Landlord does not provide the common toilet exhaust system, Tenant is required to design and install the exhaust system for the Premises, per code and as defined in the Tenant Criteria Manual.

#### J. SPECIAL EXHAUST AND MAKE-UP AIR SYSTEMS

##### 1. Special Exhaust Systems

Odors produced by tenants such as food service, beauty salons, pet shops, etc. must be exhausted to the atmosphere through a tenant-furnished exhaust system. Tenant shall design and install an engineered exhaust and make-up air system to maintain a negative pressure in the Premises to keep odors from disturbing Landlord, customers and other tenants. The location and minimum distance of exhaust fans from any air intakes shall be as directed by Landlord and in accordance with applicable code. Refer to Tenant Criteria Manual for details.

##### 2. Make-Up Air Systems

Make-up air systems as referenced in 1 above shall be furnished and installed by Tenant, upon Landlord's approval, utilizing secondary mall air. If Tenant uses more than 10% of Landlord's air supply for Tenant's special exhaust system, Tenant shall be responsible for an adjusted operating charge.

##### 3. Exhaust Discharge

- a. Tenant is responsible for providing mushroom-type exhaust discharge outlets. All roof-mounted equipment shall be approved by Landlord and installed on curbs per the specifications in the Tenant Criteria Manual. All roof flashing shall be performed by Landlord's roofing contractor at Tenant's expense. Projections above 3'-0" will require approval by Landlord and may require additional screening by Tenant.
- b. Tenant shall provide a residue trough grease containment system, approved by Landlord, on all roof-mounted grease exhaust discharge equipment. The containment system shall be cleaned and replaced on a regular basis.

4. Damper Control and Interlock  
 Tenant shall provide damper controls with automatic fan shutdown and interlock to maintain the original design air balance approved by Landlord and in accordance with applicable code. The control system must be able to shut down its fans in case of fire.

#### K. UTILITIES

1. Electric Service
- a. Landlord shall provide the main electric distribution system as more fully described in the Tenant Criteria Manual.
  - b. Landlord may provide, at its option, an empty electrical conduit to the Premises and associated electrical equipment serving the Premises. In the event Landlord provides electrical conduit and equipment, Tenant shall pay Landlord \$800.00 for the empty electrical conduit and \$2,500.00 for electrical equipment.
  - c. In the event Landlord provides a Cable Tap Box assembly ("CTBA") switch terminal to the Premises, Tenant shall pay Landlord \$2,500.00.
  - d. Landlord will furnish electric service within the Premises of not more than 15 watts per square foot. Tenant's electrical requirements for the space shall be determined from Tenant's electrical engineering plans in accordance with the National Electrical Code ("NEC"). If the electrical service described above exceeds the minimum electric service required by the NEC and as Tenant's plans indicate, Tenant shall relinquish to Landlord such excess service. Electrical system within the Premises shall be "as-is" with all electrical upgrades and modifications by Tenant at Tenant's expense, upon Landlord's approval.
2. Tenant Electrical Requirements
- a. Tenant is responsible for providing a complete electrical system from Landlord's distribution point within the Premises. This shall include, but not be limited to, all necessary labor, branch and main circuit breakers, panels, transformers, connection to HVAC power supply, temperature controls and connection to Landlord's smoke detector or smoke evacuation system, if required.
  - b. Tenant shall pull copper conductors in conduit and make final connections at Landlord's electrical distribution panel. Conductors shall be continuous with no splices between the switchgear in the distribution room and panels within the Premises.
  - c. Tenant's electrical engineer shall include an electrical riser line diagram and a complete electrical panel schedule (quantities and sizes of lamps,



appliances, signs, water heaters, etc.), indicating individual and total demand of all electrical loads.

- d. Electrical materials and equipment shall be new and installed per code and shall bear the Underwriters Laboratories label. All wire must be copper.
  - e. Lighting fixtures shall be furnished and installed by Tenant, and shall be of a type approved by applicable codes. Recessed fixtures in furred spaces shall be connected by a flexible metal conduit and run to a branch circuit outlet box which is independent of the fixture. Fluorescent ballast shall have individual non-resetting overload protection.
  - f. Panel board furnished and installed by Tenant for lighting and power within the Premises shall be equal to type NLAB class panels, and shall meet the requirements of applicable code.
  - g. A floor-mounted transformer shall be furnished and installed by Tenant, as required.
3. Water Service  
Landlord may provide, at its option, a cold water supply line at or near the boundary of the Premises. The water service will terminate with a valve connection. Tenant shall pay Landlord \$300.00 per valve connection.
  4. Sanitary Service  
Landlord may provide, at its option sanitary sewer stubs at or near the boundary of the Premises. Tenant shall pay Landlord \$1,000.00 per sanitary sewer stub.
  5. Vent Stub  
Landlord may provide, at its option, plumbing vent stacks throughout the Shopping Center. Tenant shall pay Landlord \$500.00 per vent connection.
  6. Tenant Plumbing Requirements
    - a. Tenant is responsible for providing a complete plumbing system from Landlord's point of service within the Premises. This shall include, but not be limited to, all necessary labor, connections to supply stubs, piping, vents, clean-outs, fixtures, etc. necessary for the satisfactory operation of a plumbing system.
    - b. Lower Level - Tenant is responsible for connecting to Landlord's sewer stubs where provided. Upper Level - Tenant is responsible for providing the floor penetrations for connecting plumbing to sanitary sewer stubs. All floor penetrations shall be sleeved and sealed as required in the Tenant Criteria Manual to prevent the penetration of odors or liquids to any space below the Premises. Floor penetrations shall be core-drilled; no saw cutting

is permitted. All horizontal sanitary sewer lines shall be installed above the ceiling of a lower level tenant and the lines shall be insulated to prevent condensation.

- c. Tenant is responsible for providing cleanouts in accordance with applicable codes.
  - d. Where more than one tenant is required to attach to a single sanitary and/or vent stub, the first installing tenant shall install a plugged "Y" branch fitting for future connections, at that tenant's expense. Tenant shall run piping to the nearest stack and connect to the opening provided by Landlord.
7. Water Meter  
Tenant is responsible for connecting at the point of service and installing an accessible water meter or accessible remote readout, and extending service according to Tenant's requirements, in accordance with Code and the Tenant Criteria Manual.
  8. Water Heaters  
Tenant is responsible for providing electric water-heaters for domestic water usage in the Premises. Electric water-heaters shall be automatic and shall be limited to 12-gallon capacity or as per code. Water heaters must have a pressure relief valve discharge piped to the nearest drain in the Premises.
  9. Toilet Facilities  
Tenant is responsible for providing toilet facilities in compliance with ADA within the Premises, and shall provide and maintain a Landlord approved waterproof membrane, at Tenant's expense. A minimum of one water closet, one lavatory and one cleanout, in accordance with code, is required in the Premises. Food court tenants shall not be subject to this requirement unless required by applicable code. Upper level tenants shall not place toilet facilities over Landlord's electrical service room.
  10. Natural Gas Service  
If natural gas service is available from the local utility company, Landlord shall arrange for the installation of the meter banks and mains at the designated locations throughout the Shopping Center. Landlord may provide, at its option, a natural gas line to the Premises. Tenant shall pay Landlord \$2,000.00 for natural gas line. All piping, associated work and meter for extension of services to the Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.
  11. Telephone  
Landlord shall arrange with the telephone company to install telephone service to the main telephone terminal, provided that Tenant may elect to extend its private branch exchange service to the Premises. Landlord may provide, at its option, a



raceway from the main telephone terminal to the Premises. All telephone work for extension of services to the Premises shall be provided by Tenant, at Tenant's expense, in accordance with applicable code, and subject to Landlord's approval.

## L. SPECIAL FOOD TENANT REQUIREMENTS

1. Food Preparation Extinguishing Systems
  - a. Tenant shall design and install automatic extinguishing equipment in accordance with the National Fire Protection Association Standard latest edition. The extinguishing system shall be an Underwriters Laboratories approved pre-engineered system with the following features:
    - i. Protection of the hood and duct;
    - ii. Surface protection for deep fat fryer, griddle, broiler and range;
    - iii. Automatic devices for shutting down fuel or power supply to the appliances. These devices must be of the manual reset type;
    - iv. Provided with a simple means to manually activate the fire extinguishing equipment within a path of ingress or egress. The means of manual activation shall be mechanical (not electrical) and must be clearly identified.
  - b. Tenant shall ensure that extinguishing system is inspected in accordance with code. Tenant shall enter into an inspection agreement with a firm qualified by the system manufacturer to perform such inspections. The systems vendor shall submit plans and other pertinent information on the proposed system to Landlord for prior review and approval.
2. Grease Removal and Cleaning
  - a. Tenant shall remove grease from all exposed surfaces of the Premises daily. Additionally, Tenant agrees to retain a dependable bonded degreasing service for the Premises on a minimum monthly basis throughout the term of this Lease to clean and degrease the entire kitchen area, ranges, cooking equipment, broilers, stoves, hoods, vents, exhaust and blower systems, filters and all associated ductwork to prevent grease accumulation. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost.
  - b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.
  - c. Underwriters Laboratories approved grease-extracting hoods with water wash down cycle or conventional range hood with washable grease filters in accordance with applicable code are acceptable and subject to Landlord's fire protection engineer's approval.

3. Grease Interceptor
  - a. Landlord may provide, at its option, a common grease trap system for food tenants. Tenant shall pay Landlord \$3.00 per square foot for the common grease trap system.
  - b. If Tenant is unable to connect to Landlord's common grease trap system, Tenant shall install, (in accordance with applicable code and subject to Landlord's approval), a dedicated grease trap system and indicate the location of the dedicated grease trap system on its plumbing plans.
  - c. All food-related tenants shall connect all sinks and floor drains within the Premises (except toilet facility fixtures and drains) to the grease line in accordance with applicable code, and subject to Landlord's approval.
4. Grease Trap Service and Removal
  - a. Tenant is responsible for properly maintaining its grease trap system. If Tenant fails to do so, Landlord may maintain the system and charge Tenant at three times Landlord's cost. Tenant shall not place any grease into trash compactor, normal garbage containers, floor & sink drains or toilets. Landlord may provide, at its option, grease containers in a designated area for grease removal. In the event Landlord does not provide grease containers, Tenant is responsible to provide the grease container in a designated area as defined by Landlord. Tenant may be required to use Landlord's pre-approved removal service at Tenant's sole expense.
  - b. Copies of maintenance and cleaning reports shall be submitted to Landlord's on-site representative.

## M. FIRE PROTECTION SYSTEM

1. Tenant Sprinkler System
  - a. Landlord may provide, at its option, a complete wet sprinkler fire protection grid system within the Premises. Tenant shall pay Landlord \$3.00 per square foot for the sprinkler fire protection grid system.
  - b. Landlord may provide, at its option, a blind flange connection for Tenant's sprinkler system stubbed in the Premises. Tenant shall pay Landlord \$1,000.00 for blind flange connection.
  - c. Tenant shall design and install an engineered wet sprinkler fire protection system within the Premises. In the event Landlord provides a pre-approved sprinkler contractor Tenant will be required use Landlord's contractor for such work at Tenant's expense.
  - d. Tenant's fire protection system shall comply with the requirements of the

applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Any modifications or additions to the sprinkler system, main relocation, or installation of any necessary sprinkler heads shall be engineered, fabricated and installed by Tenant at Tenant's expense. Refer to Tenant Criteria Manual for details.

- e. Tenant's sprinkler drawings and hydraulic calculations shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.
- f. Tenant shall pay Landlord \$350.00 per shutdown for Tenant's sprinkler system tie-in to Landlord's sprinkler system.

2. Tenant Fire System

- a. Landlord may provide, at its option, a connection for a fire alarm system within or adjacent to the Premises. Tenant shall pay Landlord a charge of \$1,000.00 for the fire alarm point of connection. In the event Landlord completes final fire alarm system hookup, it shall be at Tenant's expense. Refer to Tenant Criteria Manual for details.
- b. Tenant may be required to design and install an engineered fire alarm system within the Premises. Tenant's fire alarm system shall be compatible with Landlord's system and comply with the requirements of the applicable building codes, fire marshal and be approved by Landlord's insurance carrier. Refer to Tenant Criteria Manual for details.
- c. Tenant's fire alarm drawings shall be prepared by a licensed engineer of the state in which the Shopping Center is located. Drawings are subject to Landlord's approval.

3. Tenant Fire Extinguishers

Tenant shall provide and install fire extinguishers in the Premises. The number of extinguishers provided by Tenant shall be as required by applicable building codes, fire marshal and be approved by Landlord's insurance carrier.

**N. CONSTRUCTION REQUIREMENTS**

1. Construction Deposit

Tenant shall cause its general contractor to deposit with Landlord, without liability for interest, the sum of \$5000.00 prior to construction start. This sum shall be applied toward any costs incurred by Landlord or Landlord's contractor to repair any damage to Landlord's property and to complete any part of Tenant's Work which Tenant or Tenant's contractor fails to complete within the time period required by the Lease. This remedy shall be in addition to and not in lieu of any other rights and remedies of Landlord. The balance of the deposit shall be returned

to Tenant's general contractor after Tenant's Work has been reviewed and accepted by Landlord.

2. Construction Barricade

Landlord may require Tenant to erect a barricade that complies with mall standards at the start of Tenant's Work, at Tenant's expense. In the event Landlord has previously erected a barricade or if Tenant fails to erect a barricade and Landlord elects to erect a barricade on Tenant's behalf, Tenant shall pay Landlord \$85.00 per lineal foot for the barricade. Tenant's barricade may not be dismantled without Landlord's prior approval.

3. Construction Trash Removal

Tenant is responsible for trash removal during construction, fixturing and stocking at Tenant's expense. Tenant shall break its boxes down and place its trash daily in the containers provided. Trash accumulation shall not be permitted overnight in the Premises, Common Areas or service corridors. In the event Landlord provides construction trash removal, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Premises. Compliance with Landlord's recycling program is mandatory.

4. Temporary Electric

Landlord may provide, at its option, temporary electrical service in general areas during construction. Tenant shall request, in writing, permission to connect to the temporary service and distribute temporary service to the Premises in accordance with applicable code. In the event Landlord provides temporary electrical service, Tenant shall pay Landlord a single charge equal to the greater of \$750.00 or \$0.75 per square foot of the Premises.

5. Contractor Requirements

- a. Tenant and or Tenant's contractor shall not commence any work without checking in with Landlord's on-site representative and supplying all required pre-construction documents. Documents shall include but not be limited to a copy of building permit, Certificate of Insurance and contractor's license.
- b. Tenant shall ensure that all Tenant's contractors are bondable and licensed in the state where the Shopping Center is located. Landlord shall have the right to approve Tenant's contractors and subcontractors; however, approval shall not constitute the assumption of any responsibility or liability by Landlord for the actions of Tenant's contractors or subcontractors or the quality or sufficiency of Tenant's Work.
- c. Tenant's contractor or subcontractor shall not post signs in any part of the Shopping Center, on construction barricades or in the Premises without approval from Landlord.

- d. All supplies necessary for construction, fixturing or merchandising the Premises must be delivered through designated truck docks and down the service corridors.
  - e. The contractor may perform “noisy” construction, such as jack hammering, saw cutting, core drilling, etc., only during hours approved by Landlord’s on-site representative. The Landlord’s on-site representative will terminate any construction activity that is deemed excessively noisy or dusty or which is disruptive to the normal operations of the adjacent tenants and/or the mall.
  - f. Tenant’s contractor shall obtain Landlord’s approval regarding all drilling, welding or other attachment to Landlord’s structural system. Approval by Landlord shall be in writing before the start of Tenant’s Work, and must be clearly identified on Tenant’s drawings. Landlord approval of the drawings does not relieve Tenant’s contractor of the responsibility to make a request in writing prior to starting Tenant’s Work.
  - g. Tenant’s contractor shall supply fire extinguishers during construction, in accordance with code.
6. Tenant’s Work
- a. Tenant shall conform to and comply with all federal, state, county and local laws, ordinances, permits, and regulations in the performance of Tenant’s Work or in the performance of any alterations, additions or modifications.
  - b. Tenant’s Work shall be coordinated with any work by Landlord as well as with the work of other tenants in the Shopping Center so that Tenant’s Work shall not interfere with or delay completion of other construction in the Shopping Center.
  - c. In the event Tenant’s Work and any work by Landlord shall progress simultaneously, Landlord shall not be liable for any injury to persons or damage to property of Tenant, or of Tenant’s employees, licensees or invitees from any cause whatsoever occurring upon or about the Premises, and Tenant shall and will indemnify, defend and save Landlord harmless from any and all liability and claims arising out of or connected with any injury or damage. Tenant acknowledges that these provisions become effective beginning upon the date Tenant or its agents first enter the Premises. This obligation to indemnify shall include reasonable attorneys’ fees and other reasonable costs, expenses and liabilities incurred by Landlord and its attorneys from the first notice that any claim or demand is to be made or may be made.
  - d. Work performed by Tenant or Tenant’s contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately



undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action between Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

- e. Tenant agrees that it will not, at any time prior to or during this Lease, including the period of the performance of Tenant's Work, either directly or indirectly employ or permit the employment of any contractor, or use any materials in the Premises, if the use of the contractor or the materials would, in Landlord's sole opinion, create a difficulty, strike or jurisdictional dispute with other contractors engaged by Tenant or Landlord or others, or would in any way disturb the construction, maintenance or operation of the Shopping Center. If any interference or conflict occurs, Tenant, upon demand by Landlord, shall cause all contractors or all materials causing the interference, difficulty or conflict, to leave or be removed from the Shopping Center immediately.
- f. Tenant's Work shall be subject to inspection by Landlord during the course of construction for the purpose of determining the quality of the workmanship and adherence to Landlord requirements. Tenant shall require its contractor to cooperate with Landlord and correct any deficiencies noted by Landlord. All work performed by Tenant during the Term of the Lease shall be performed in accordance with this Lease, all exhibits thereto, the Tenant Design Manual and as directed by Landlord's representative.
- g. All work by Tenant, including repair work, shall be performed in a first-class workmanlike manner and shall be in a good and usable condition at completion. Tenant shall require any person performing work to guarantee that the work is free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of work done or furnished by or through such person which shall become defective within one (1) year after substantial completion of the work. The correction of work shall include, without additional charge, all expenses and damages in connection with the removal, replacement or repair of any part of work which may be damaged or disturbed. All warranties or guarantees for materials or workmanship on or regarding Tenant's Work shall be contained in the contract or

subcontract. The contract shall be written so that all warranties and guarantees shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and so that either party can directly enforce the contract.

- h. In the event Tenant or Tenant's contractor fails to perform Tenant's Work, or any part of Tenant's Work, in a manner satisfactory to Landlord within 10 days after receipt of Landlord's punch list, Landlord shall have the right, in addition to and not in lieu of Landlord's other rights and remedies, to perform the work and Tenant shall pay Landlord for costs incurred by Landlord in such performance.

## O. INSURANCE REQUIREMENTS

Tenant's contractor must fulfill the following insurance requirements, and shall maintain at no expense to Landlord:

- a. Workers' Compensation Insurance within statutory limits and Employer's Liability Insurance with limits of not less than \$100,000.
- b. General Liability Insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage, including personal injury, Contractual Liability coverage specifically endorsed to cover the indemnity provisions contained herein and Contractor's Protective Liability coverage if contractor uses subcontractors.
- c. Motor Vehicle Liability Insurance in the Contractor's name, including owned, non-owned, leased and hired car coverage with limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.
- d. Tenant shall cause each of its contractors to agree to name Landlord, the parents, subsidiaries and affiliates of Landlord and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, as Additional Insureds on Contractor's Commercial General Liability Insurance and Motor Vehicle Liability Insurance. In addition to the insurance Tenant is required to maintain under Section 9 of the Lease, Tenant shall maintain Builders Risk Insurance including water damage and earth movement for the full replacement cost of Tenant's Work.
- e. Each of Tenant's contractors shall also, to the fullest extent permitted under the law, protect, defend, save harmless and indemnify Landlord, the parents, subsidiaries and affiliates of Landlord, and if Landlord elects, any owner or other occupant in or adjoining the Shopping Center, and their employees, officers and agents against any and all liability claims, demands or expenses



incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with any act or omission to act on the part of the indemnitor.

- f. Certificate evidence of the required insurance shall be furnished to Landlord before the start of Tenant's Work. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

## P. GENERAL

### 1. Landlord's Access

Landlord, Tenant or any local utility company shall have the right, subject to Landlord's approval, to run utility lines, pipes, ducts, etc. above the Premises. It shall be Tenant's responsibility to provide flush-mounted access panels in its finished work where required by Landlord.

### 2. Additional Landlord's Work

Landlord shall have the right to charge Tenant for certain improvements and other work performed by Landlord or caused to be performed by Landlord at Tenant's request within the Premises although they may not be itemized in the Lease. This work shall be paid for by Tenant as additional rental upon notice by Landlord. Landlord has no duty, however, to do any work which Landlord is not specifically and expressly required to perform under this Lease or which, under any provisions of this Lease, Tenant may be required to perform. The performance of work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the work

### 3. Hazardous Materials

Tenant shall comply with any existing or future city, state, county or federal regulations or legislation regarding the control of pollution. Tenant shall not use or install, nor shall permit its contractors to use or install, any building materials containing asbestos or other Hazardous Material. Upon expiration of the Term or the earlier termination of this Lease, Tenant shall provide Landlord with a statement signed by Tenant that the Premises do not contain any Hazardous Material. If Tenant fails to do so, Landlord shall have the right to have the Premises inspected for the presence of Hazardous Material, and if Hazardous Materials are present in the Premises, to take all actions which are necessary to return the Premises to the condition it was in prior to the presence of Hazardous Material in the Premises, all at Tenant's expense. This obligation by Tenant shall survive the Expiration Date or earlier termination of this Lease and shall survive any transfer of Landlord's interest in the Shopping Center.

### 4. Tenant's Refuse

Tenant is responsible for keeping the Premises, the corridor, mall or arcade adjacent

to the Premises broom clean and free of trash. If Landlord removes Tenant's or Tenant's contractor's trash, the charge to Tenant will be three (3) times Landlord's cost. Any material, whether trash or otherwise, placed outside of the Premises for more than 24 hours shall be subject to removal and disposal without notice.

5. Certificate of Occupancy

Tenant is responsible for obtaining a Certificate of Occupancy promptly following completion of Tenant's Work, and shall promptly forward a copy of it to Landlord prior to Tenant opening for business in the Premises. Tenant shall not be permitted to open for business without a Certificate of Occupancy. Upon completion of Tenant's Work or any alterations under Section 5 of the Lease, Tenant shall submit an original contractor's notarized affidavit, all subcontractors' original notarized affidavits and original notarized final waivers of lien, as well as any original notarized lien waivers that Landlord may require from contractors, subcontractors, laborers, and material suppliers. The documents must be in a form and detail satisfactory to Landlord.

6. Lien Protection

a. Neither Landlord nor any mortgage lender of Landlord shall be liable for any labor or materials furnished to Tenant upon credit, and no mechanics or other lien for labor or materials shall attach to or affect any interest of Landlord or the mortgage lender in the Premises or the Shopping Center. Nothing in this Lease shall be deemed or construed to constitute Tenant as Landlord's agent or contractor for the performance of Tenant's Work. Tenant acknowledges that Tenant's Work is to be performed solely for the benefit of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of Landlord to any contractor for the performance of labor or the furnishing of any materials for Tenant, nor as giving Tenant authority to contract as the agent of or for the benefit of Landlord.

b. If Landlord's insurance premium or real estate tax assessment increases as a result of Tenant's improvements to the Premises, Tenant shall pay the increase as additional rental upon notice from Landlord.

7. Square Footage Calculations

The calculations of the dimensions and square footage of the Premises are from the centerline of interior partitions, from the outside face of exterior walls, and from the full thickness of corridor and shaft walls. No deductions are allowed for the space occupied by columns, interior partitions, or other interior construction or equipment installed or placed in the Premises. The Premises shall not include any space above the bottom of the structural framework supporting the upper level or roof of the Shopping Center, as the case may be, or below the floor level of the Premises.

**EXHIBIT D**

**CERTIFICATION OF COMMENCEMENT DATE**

Reference is made to that certain Lease Agreement dated August 15, 2017 between 2250 TOWN CIRCLE HOLDINGS, LLC, a Maryland limited liability company, as Landlord, and CITY OF MORENO VALLEY, a California municipal corporation, as Tenant.

Landlord and Tenant hereby agree that the Commencement Date (as defined in said Lease) is and shall be DECEMBER 1, 2017, for all purposes of said Lease. This Certificate shall be attached to the Lease and made a part thereof.

This 15 day of AUGUST, 2017.

**LANDLORD:**

**2250 TOWN CIRCLE HOLDINGS, LLC,**  
a Maryland limited liability company

By U.S. Bank National Association, as Trustee,  
successor to Wells Fargo Bank, N.A., as Trustee  
for the registered holders of Citigroup  
Commercial Mortgage Trust 2007-C6,  
Commercial Mortgage Pass-Through  
Certificates, Series 2007-C6 (the "Trust")

By CWCapital Asset Management LLC, a  
Delaware limited liability company, solely  
in its capacity as Special Servicer to the  
Trust

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**CITY OF MORENO VALLEY,** a California  
municipal corporation

By: [Signature]  
Its: City Manager

D-1

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APPROVED AS TO FORM  
DATE 6-19-17  
BY [Signature]  
CITY ATTORNEY  
CITY OF MORENO VALLEY

Attachment: Moreno Valley Mall Lease August 15, 2017 (3953 : APPROVAL OF LEASE AGREEMENT EXTENSION WITH MORENO VALLEY MALL

**EXHIBIT E**  
**RULES AND REGULATIONS**

Tenant shall require its employees, agents and contractors to comply with the rules and regulations made by Landlord from time to time regarding the operation of the Shopping Center or the Premises including, but not limited to, the following:

- (a) Tenant shall not put on the glass and supports of the windows (nor within 24 inches of any window), doors or exterior walls of the Premises any signs, advertising placards, names, insignias, trademarks or descriptive material. No signs or other items shall be placed within the Premises if they materially obstruct a view of the Premises. Tenant shall not place vents, structures, improvements or obstructions on the exterior of the Premises without Landlord's written consent. Landlord shall have the right, without giving notice to Tenant and without liability, to restore the Premises and remove property from the Premises unless the size, type, color, location, copy, nature and display qualities of the property were approved by Landlord in writing. The cost of the restoration and removal of property shall be paid for by Tenant promptly upon receipt of a bill. Tenant shall not place a sign on the roof of the Premises notwithstanding anything in this Lease to the contrary.
- (b) No awning or other projections shall be attached to the outside walls of the Premises or the Shopping Center without the written consent of Landlord.
- (c) Loading and unloading of goods shall be done only at the times, in the areas and through the entrances designated by Landlord.
- (d) Garbage shall be kept in the kind of container approved by Landlord's fire and casualty consultants and shall be removed and deposited daily in mass disposal containers in the manner prescribed from time to time by Landlord. Landlord shall provide or designate a service for collection of garbage from designated mass disposal containers.
- (e) Except solely for Tenant's own internal operations use within the Premises or as expressly set forth in this Lease, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) shall be erected or placed within the Premises or on the roof or walls (interior or exterior) of the Premises or the Shopping Center without the written consent of Landlord, which may be withheld in Landlord's sole discretion. If Landlord's consent is not received, anything erected or placed on the roof or elsewhere within the Shopping Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Shopping Center shall be the responsibility of Tenant. Tenant's access to the roof is limited to the maintenance of equipment installed with Landlord's approval and inspections for damage. Tenant shall not go on the roof without the written approval of Landlord.
- (f) No loudspeakers, televisions, phonographs, radios, flashing lights, machinery or other devices shall be heard or seen outside of the Premises without the prior written consent of Landlord.

- (g) No auction, fire, bankruptcy or selling-out sales shall be conducted without the written consent of Landlord.
- (h) Tenant shall keep its display windows and signs illuminated every day of the Term during the hours designated by Landlord.
- (i) Areas immediately adjoining the Premises shall be kept clear by Tenant, and Tenant shall not place nor permit obstructions, garbage, refuse, improvements, merchandise or displays in those areas.
- (j) Tenant and its employees shall not park motor vehicles in parts of the parking area which may be designated for customer parking. Tenant shall furnish Landlord the state automobile license numbers assigned to the vehicles of Tenant's employees within 5 days after request by Landlord. Tenant shall notify Landlord of changes to the numbers within 5 days after the changes occur. If Tenant or Tenant's employees continue to park in the customer parking areas, after notice is given to Tenant by Landlord, Landlord may, in addition to any other remedies Landlord may have, charge Tenant \$25 per day, for each day or partial day, per vehicle parked in the customer parking areas, attach violation stickers or notices to the vehicles and have the vehicles removed at Tenant's expense.
- (k) Tenant shall use the pest extermination contractor that Landlord may choose, and when Landlord requires Tenant to do so. Tenant shall not keep or permit any animals in the Premises, unless expressly allowed by in this Lease, or unless used by disabled persons.
- (l) If Landlord installs a central music system in the Shopping Center, and Tenant desires to purchase another music system, Tenant may, at Landlord's option, purchase the system from Landlord (provided Landlord's charge is competitive with any similar service available to Tenant).
- (m) Tenant shall not carry on any trade or occupation or operate any instrument, apparatus or equipment which emits an odor or causes a noise outside the Premises or which is offensive.
- (n) Tenant shall not put temporary signs or fixtures (including portable trade fixtures, displays and folding tables) for the display of merchandise within 3 feet of either side of any entrance to the Premises. Merchandise displays shall not extend beyond the frontage line of the Premises.
- (o) Tenant shall store and stock in the Premises only goods, wares, merchandise and other property necessary for the conduct of Tenant's business.
- (p) Tenant shall not use or permit the Premises to be used for living, sleeping, residential or lodging purposes.
- (q) Tenant shall not use the plumbing for a purpose other than that for which it is constructed. No grease or foreign substance shall be put in the plumbing, and the expense of any resulting breakage, stoppage or damage (whether on or off the Premises) shall be borne by Tenant.



- (r) Tenant shall not in the Common Areas:
  - (i) vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter;
  - (ii) exhibit any sign, placard, banner, notice or other written material;
  - (iii) distribute any circular, booklet, handbill, placard or other material;
  - (iv) solicit membership in any organization, group or association or contribution;
  - (v) parade, patrol, picket, demonstrate or engage in conduct that might interfere with or impede the use of the Common Areas by any customer, invitee or employee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the other tenants;
  - (vi) use the Common Areas for any purpose when none of the retail establishments within the Shopping Center are open for business;
  - (vii) panhandle, beg or solicit funds; nor
  - (viii) solicit business.

Notwithstanding the foregoing, Tenant may, to the extent approved by Landlord in advance and to the extent not in violation of any other tenants' leases or any restrictions recorded against the Shopping Center, engage in the activities set forth in clauses (i) through (iv) at mall sponsored community events in the Common Areas.

- (s) Tenant shall have the responsibility for protecting the Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.
- (t) No symbol, design, name, mark or insignia adopted for or used by Landlord in the Shopping Center shall be used by Tenant without the prior written consent of Landlord.
- (u) In the event Tenant requires the use of telecommunication, high-speed network or data transmission services from the Premises, Landlord may, to the extent permitted under applicable law, require Tenant to contract for such services through Landlord or one of Landlord's designated service providers, provided that the cost thereof is comparable to that available to Tenant from another provider, given a comparable level and quality of service and equipment. Landlord's liability relative to such services shall be the same as that for provision of utilities.
- (v) The Landlord reserves the right to amend, rescind, or waive any of these rules or regulations listed herein, and further to make such other reasonable rules and regulations as may from time to time seem necessary or desirable, and any such other and further rules and regulations shall be binding upon each tenant.
- (w) The Landlord reserves the right to control and operate the Common Areas of the Shopping Center in such manner as the Landlord deems necessary or desirable for the best interests of the

Shopping Center and the tenants and for the protection of the buildings and other property in the Shopping Center. The Landlord, however, shall not be liable to any tenant for any damages arising out of such control and operation

Landlord shall have all remedies provided in this Lease for the breach of any of the provisions of this Exhibit. Tenant agrees to pay Landlord, upon demand, in addition to and not in lieu of Landlord's other remedies, \$70 per violation of any of the rules and regulations. Landlord shall have the right to grant variances of the rules and regulations, and shall enforce the rules and regulations at its sole discretion.

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E-4



## EXHIBIT F

### LANDLORD'S SIGN CRITERIA

This EXHIBIT F establishes criteria for Tenant signage to enhance the visual quality of the Shopping Center. Tenant is required to provide creative signage consistent with its overall storefront design and in accordance with the criteria contained in EXHIBIT F, the Tenant Design Manual ("Design Manual") and the Tenant Print Package ("Print Package").

#### A. ADMINISTRATION

Tenant shall submit 4 copies of shop manufacturer's drawings to Landlord, showing the size of lettering, overall size of the sign, neon color, porcelain enamel color, baked enamel color, plastic or plexiglass colors and their numbers, materials and samples, mounting details and location of the sign in relation to each elevation. The drawings shall show other elements such as soffits, canopies and the relationship of the sign to the other elements of the storefront, especially the vertical fascia. The drawings must be submitted in conjunction with storefront design information. Landlord's written approval is required prior to sign fabrication. Hard copy shop drawings shall be submitted to Landlord as well for final approval. Tenant shall not be permitted to open for business in the Premises without a sign which has been approved in writing by Landlord.

#### B. INTERIOR STOREFRONT SIGN

Refer to the Design Manual for specific criteria. Signage is subject to the following general guidelines:

1. Signs may be vertical, horizontal, have multiple reflected images and be illuminated. Multiple signing may be permitted on multi-directional storefronts.
2. The length of horizontal lettering shall not exceed 50% of the horizontal storefront length without Landlord's prior written consent. The proportional ratio of the proposed signage length to the overall horizontal storefront length shall be left to the sole discretion of Landlord however.
3. No sign may be within 3'-0" of the facade of any department store. Landlord reserves the right to further regulate signage near department stores.
4. Wording is limited to the trade name of the store. Logos shall be reviewed on a case by case basis by Landlord.
5. All electrical penetrations through the storefront fascia for sign installation shall include PK housings.
6. Each storefront sign shall have an easily accessible local disconnect and be on a separate timer.

7. No sign manufacturer's identification, decals or registered trademark shall be permitted.

**C. EXTERIOR BUILDING SIGNS**

If Tenant has an exterior customer entrance it may be permitted to have an exterior sign. (Landlord may, at its sole discretion, allow a Tenant to have an exterior sign if there is no exterior storefront entrance however). Exterior signs shall be restricted in location to the exterior storefront proper, and each exterior frontage shall be considered separately. If Tenant is permitted to have an exterior sign, the sign shall be self-illuminated plexiglass letters with metal sides mounted on the wall of the storefront so that no light shows except through the plexiglass face. Tenant shall keep the sign in good repair at all times. Refer to the Design Manual for further details.

**D. GENERAL**

1. Doors and Windows

No paper or cardboard signs shall be permitted to be applied to the face of storefront glass or other storefront material or hung from the bulkhead within 4' -0 from the leaseline.

2. Sidewalks

No signs shall be allowed in the exterior sidewalk or beyond the interior lease line of the Premises.

3. Service Courts

Service entrance signs will be provided by Landlord.

4. Action Signs and Video Screens

No flashing, action, moving or audible signs are permitted.

5. Colors

Colors shall be compatible with the colors and materials for Tenant's storefront and must be submitted to Landlord for approval.

6. Responsibility

All signs, permits and related or resulting construction shall be Tenant's responsibility, and all signs shall be installed under the supervision of Landlord. The sign contractor shall repair damage caused by its work. Signs shall conform to applicable building and electrical codes.

**EXHIBIT G**

**HEATING, VENTILATION,**  
**AIR CONDITIONING, WATER AND SEWER**

**I. OPERATING CHARGE FOR HEATING, VENTILATION AND AIR CONDITIONING SUPPLIED BY LANDLORD**

**A. GENERAL**

1. The operating charge provides for and is limited to heating, ventilation and air conditioning. The operating charge, when established with this EXHIBIT G (the "Operating Charge"), shall become part of the Additional Rental due under the Lease.
2. Tenant shall be charged its pro rata share for heating, ventilation and air conditioning services to be calculated in accordance with the terms of this EXHIBIT G. Tenant agrees to accept and use the services, and to pay for the services without deduction or set-off of any kind on the first day of each month.
3. The Operating Charge for each year shall include all items of cost and expense which in usual accounting practice are treated as operating costs and expenses, including but not limited to, water and sewer service costs, personal property and equipment depreciation, electricity, supplies, wages and other compensation (including those of supervisory personnel), worker's compensation insurance, payroll taxes, compressor insurance and ordinary maintenance repairs, to which costs and expenses (excluding water and sewer costs) shall be added 15%. The Operating Charge shall include all costs and expenses of operation during hours when the Shopping Center is open, and all costs and expenses of operation which may be necessary to bring the Premises to the proper temperature determined by Landlord during hours when the Shopping Center is not open.

**B. METHOD OF CALCULATING THE OPERATING CHARGE**

1. As part of Tenant's plans, Tenant shall provide to Landlord a complete description of all electrical and gas consuming devices, showing the quantities and capacities of the equipment.
2. Landlord's engineer shall calculate the pro rata share of the Operating Charge based on quantities and capacities of Tenant's electrical and gas consuming devices. The calculations shall be based upon 320 hours of operation of the Premises per month. The base cooling load of 35 BTUH per square foot shall then be multiplied by the total square footage of the Premises. The product will be used as the numerator of a fraction for determining Tenant's pro rata share of the Operating Charge. This number shall be adjusted as provided below.

G-1

60642-0160.0001/135684434.3

**C. ADJUSTMENTS TO OPERATING CHARGE**

- 1. The Operating Charge shall be increased or decreased if Landlord’s engineer finds that the calculated cooling load is greater or less than 35 BTUH per square foot, or if the monthly operation of equipment exceeds 320 hours per month (no decrease will be considered for hours of operation), and shall be calculated as follows:

$$\frac{\text{Calculated Cooling Load}}{35 \text{ BTUH}} \times \frac{\text{Actual Hours}}{320 \text{ Hours}} \times \text{Total BTU's (From B Above)} = \text{Adjusted Cooling Load}$$

This shall be Tenant’s adjusted numerator for determining its pro rata share of the Operating Charge.

Tenant’s proportionate share for the purposes of the Operating Charge is defined as that part of any cost allocable to Tenant under the terms and provisions of this EXHIBIT G. The pro rata share shall be computed by multiplying such costs by a fraction, the numerator of which shall be determined in accordance with the provisions of this EXHIBIT G and the denominator of which shall be the total of all numerators for spaces using Landlord’s HVAC system in the Shopping Center.

- 2. Prior to Tenant adding or removing equipment or otherwise modifying the Premises to either increase or decrease usage of air conditioning or ventilation in the Premises, Tenant shall notify Landlord of the change in writing and shall provide Landlord’s engineer with a detailed description of the change. Landlord’s engineer shall then recalculate the Operating Charge as described above. The charge shall become effective on the date the modifications are made. Landlord, at Landlord’s option, may choose to check Tenant’s consumption of air conditioning and ventilation from time to time and adjust the charges accordingly.
- 3. Tenant shall have the option to verify the adjusted cooling load calculation by employing Landlord’s engineer at Tenant’s expense to seek a reasonable explanation of the adjusted cooling load calculation. Landlord’s decision shall prevail.

**II. HVAC SUPPLIED BY TENANT**

- 1. For any HVAC unit exclusively serving the Premises, Landlord may require Tenant to use Landlord’s pre-approved contractor for maintenance of Tenant’s HVAC unit at Tenant’s sole expense.
- 2. If Tenant is required to maintain the HVAC system, maintenance shall be by Tenant at Tenant’s sole expense. Tenant shall supply Landlord with evidence of a maintenance contract with a mechanical contractor pre-approved by Landlord.

### III. OPERATING CHARGE FOR WATER AND SEWER

#### METHOD OF CALCULATING THE OPERATING CHARGE FOR WATER AND SEWER

1. Tenant shall provide Landlord with complete plumbing plans and specifications which shall show the quantities and capacities of all water consuming devices.
2. Tenant shall be required to furnish and install, at Tenant's expense, a water meter for determination of charges for water service. The Tenant's water and sewer operating charge shall include but not be limited to taxes, assessments, charges, fees and surcharges.

60642-0160.0001/135684434.3

G-3



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVE THE EUCALYPTUS AVENUE LINE EXTENSION PROJECT AND AMEND THE FISCAL YEAR 2019/2020 AND 2020/2021 ADOPTED CAPITAL IMPROVEMENT PLAN TO REALLOCATE FUNDS FROM THE GENTIAN AVENUE LINE EXTENSION PROJECT TO THE EUCALYPTUS AVENUE LINE EXTENSION PROJECT 805 0055 TO MEET ELECTRICAL DEMANDS WITHIN CITY AREAS EXPERIENCING RAPID DEVELOPMENT.

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the Eucalyptus Avenue Line Extension Project 805 0055.
2. Amend the FY 2019/2020 and 2020/2021 Capital Improvement Plan to replace the approved Gentian Avenue Line Extension Project with the Eucalyptus Avenue Line Extension Project to meet electrical demands within City areas experiencing rapid development.
3. Authorize the Chief Financial Officer to reallocate \$565,000 in project funding to the Eucalyptus Avenue Line Extension project from the previously approved Gentian Avenue Line Extension project (No Net Change in Fiscal Impact).

### **SUMMARY**

This report recommends the following: (1) approval of the Eucalyptus Avenue Line Extension Project which is much needed to accommodate the electrical demand within an area in the City experiencing rapid growth; (2) approval of an amendment to the FY 2019/2020 and 2020/2021 Capital Improvement Plan to replace the Gentian Avenue Line Extension Project with the Eucalyptus Avenue Line Extension Project; and (3) approval of reallocation of funds from the previously approved Gentian Avenue Line



Extension Project to the Eucalyptus Avenue Line Extension project, resulting in no net change in fiscal impact.

**DISCUSSION**

The City has recently received planning applications for various private development projects within Towngate Square which is bounded by Day Street, Eucalyptus Avenue, Memorial Way, and Gateway Drive. In order to accommodate the electrical demand for these forthcoming projects in this area, it is necessary to install electrical infrastructure within Eucalyptus Avenue from Day Street to Memorial Way as well as on Memorial Way from Eucalyptus Avenue to Gateway Drive.

The City Council approved the Gentian Avenue Line Extension project as part of the Fiscal Year 2019/2020 and 2020/2021 Capital Improvement Plan. That project was proposed to meet the high energy demands for a user that is no longer pursuing development along Gentian Avenue. Therefore, staff is recommending to allocate the approved funding from this project to the new, much needed Eucalyptus Avenue Line Extension project.

**ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow Moreno Valley Utility to provide electrical service to an area in the City experiencing high growth.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prohibit Moreno Valley Utility from providing electrical service to a high growth area in the City, resulting in potential loss of revenue.*

**FISCAL IMPACT**

There is no net change in fiscal impact as the funding from the previously approved Gentian Avenue Line Extension Project will be used to fund the Eucalyptus Avenue Line Extension Project.

Description	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
6011-MVU Restricted	GL-6011-30-80-80005-720199 PN-805 0055 6011 66	Exp	\$565,000	\$0	\$565,000

**NOTIFICATION**

Publication of the Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Clement Jimenez, P.E.  
Senior Engineer

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

Concurred By:  
Jeannette Olko  
Electric Utility Division Manager

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

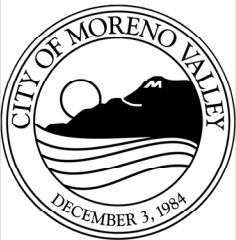
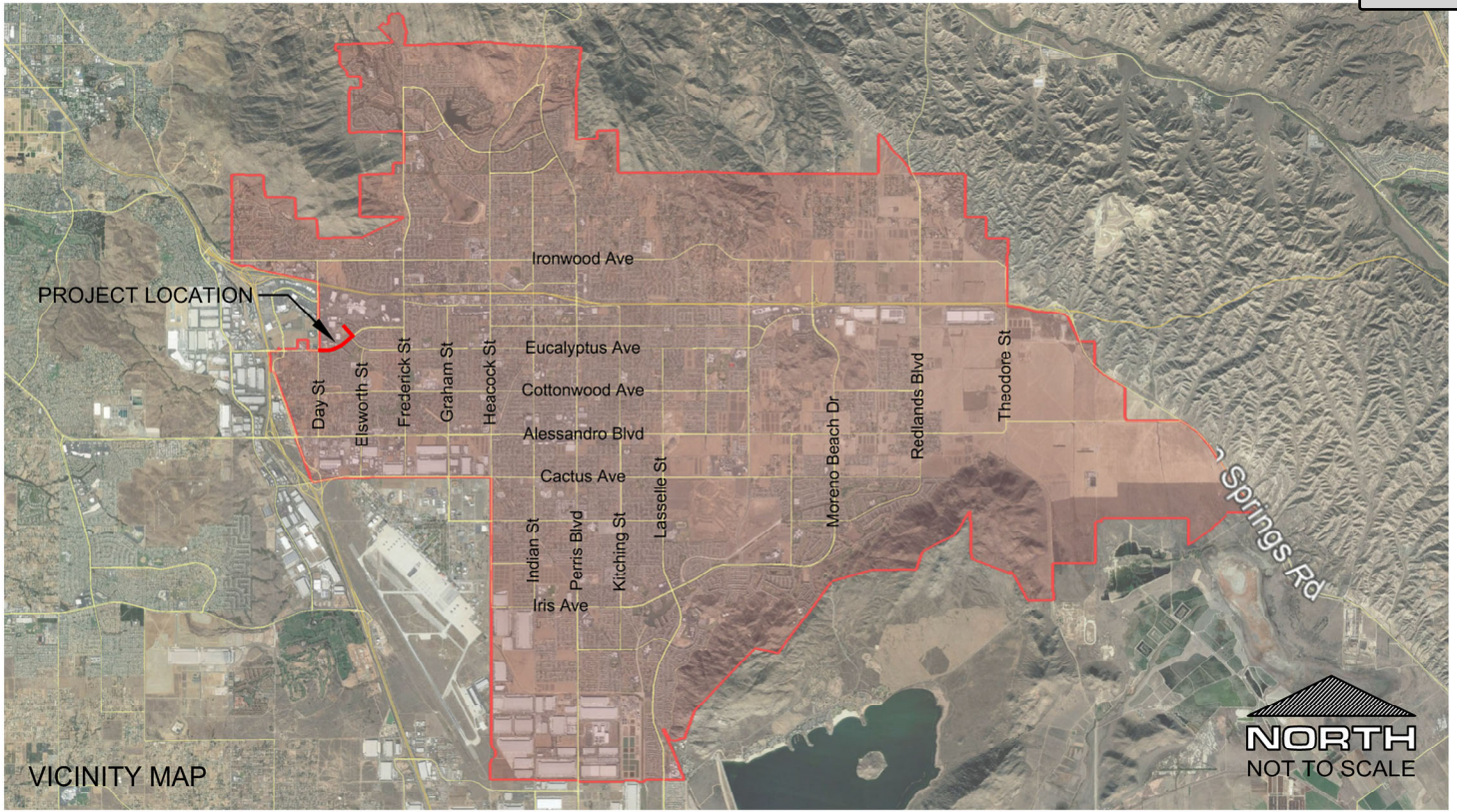
**ATTACHMENTS**

- 1. Location Map
- 2. MVU FY 19-21 CIP Sheet E-8 Eucalyptus Avenue Line Extension (Rev 1)

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/04/20 6:30 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:49 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:15 PM





Financial & Management  
Services Department  
Electric Utility Division

ATTACHMENT "1"


# LOCATION MAP

Eucalyptus Avenue Line Extension

PROJECT No. 805 0055



**CITY OF MORENO VALLEY  
Capital Improvement Plan - Project Details  
FYs 2019-2024 and Beyond**

<p><b>Project Title:</b> Eucalyptus Avenue Line Extension</p> <p><b>Department / Division:</b> Financial and Management Services Department / Electric Utility Division</p>	<p><b>Project Status:</b></p> <p><input checked="" type="checkbox"/> New  <input type="checkbox"/> In Progress  <input type="checkbox"/> Completed</p> <p><input type="checkbox"/> Deleted  <input type="checkbox"/> On Hold</p>	<p><b>Project Priority in CIP Category:</b></p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)  <input type="checkbox"/> Necessary (Start within 1 to 3 yrs)  <input type="checkbox"/> Desirable (Start within 3 to 5 yrs)  <input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p><b>Project Description:</b>                  This project will install new electrical backbone facilities including conduit, cable, underground structures, pad mounted equipment switchgear and splicing components.</p> <p>Environmental: February 2020 to March 2020                  Design: April 2020 to May 2020                  Bid / Award: June 2020 to August 2020                  Pre-Construction: September 2020 to November 2020                  Construction: December 2020 to March 2021</p> <p><b>Justification or Significance of Improvement:</b>                  The installation will extend distribution cable on Eucalyptus Avenue between Day Street and Memorial Way and on Memorial Way between Eucalyptus Avenue and Gateway Drive in order to provide electrical service to remaining vacant parcels at the Towngate Center.</p> <p><b>Estimated Maintenance Costs:</b>                  Ongoing maintenance costs are built into Moreno Valley Utility's rate structure as part of the cost to serve.</p>	<p><b>Project Location Map:</b></p>  <p><b>Council District(s):</b></p> <p><input checked="" type="checkbox"/> District 1    <input type="checkbox"/> District 2    <input type="checkbox"/> District 3    <input type="checkbox"/> District 4</p>	

E-8

Life-to-Date Expenditures Through FY 2017/2018:			FY 19/20 - FY 20/21 Budget					
PROJECT PHASE	Budget FY 2018/2019		New Request FY 2019/2020	New Request FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024 and Beyond	Total
Prelim. Eng. / Environ. Design			1,000					1,000
Right of Way			10,000					10,000
Construction			554,000					554,000
Other								
<b>PROJECT TOTAL</b>	<b>0</b>		<b>565,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>565,000</b>
FUNDING SOURCE	Budget FY 2018/2019		New Request FY 2019/2020	New Request FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024 and Beyond	Total
6011 805 0055			565,000					565,000
<b>REVENUE TOTAL</b>	<b>0</b>		<b>565,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>565,000</b>

Attachment: MVU FY 19-21 CIP Sheet E-8 Eucalyptus Avenue Line Extension (Rev 1) (3952) : Approve the



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN GROUP FOR CONSTRUCTION MANAGEMENT SERVICES (AGMT. NO. 2019-487) FOR THE NEW IRIS PLAZA SATELLITE LIBRARY

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Approve and authorize the City Manager to execute an amendment to the project specific agreement for professional consulting services with TR Design Group, Inc. (TR Design) for construction management services at Iris Plaza for an amount not to exceed \$41,382. The total contract shall not exceed \$101,382 (architecture services is not-to-exceed \$60,000 and the construction management services is not-to-exceed \$41,382)

### **SUMMARY**

It is recommended that the City Council authorize an amendment to the Project Specific Agreement for On-Call Professional Services with TR Design to procure construction management services during the tenant improvements of leased space in Iris Plaza. Last year the City Council directed staff to search for suitable lease space for a third library branch and subsequently approved a lease at 16170 Perris Blvd, Suites C2-4 in the retail space called Iris Plaza. To meet the tight tenant improvement schedule and ensure that construction is completed professionally, it is recommended that the Council approve an agreement for a construction manager.

TR Design was previously chosen to be the architect for the tenant improvements at Iris Plaza. Their contract was within the City Manager's signature authority. Subsequently, TR Design was chosen to also provide construction management services at Iris Plaza. The cumulative cost of both engagements will exceed the City Manager's signature authority and requires the City Council to award the contract.

## **DISCUSSION**

In October 2019, the City chose an architect for the third branch of our library system from the Public Works on-call list. After soliciting proposals from three architects, TR Design was chosen for the project. In January 2020, the City solicited four companies for quotes to provide construction management services for the third branch of our library system. Two of the four companies responded, and TR Design is the recommended provider.

The agreement for architecture services is not-to-exceed \$60,000 and the construction management services is not-to-exceed \$41,382 (\$37,620 for construction management services plus \$3,762 for a 10% contingency). While the City Manager has signature authority for the initial agreement, the combined total of both agreements exceeds his signature authority. Therefore, it is recommended that the City Council approve the construction management agreement.

## **ALTERNATIVES**

1. Approve and authorize the City Manager to execute an amendment to the specific agreement for on-call professional consultant services with TR Design for construction management services at Iris Plaza for the third branch of our library system for an amount not to exceed \$41,382. *Staff recommends this action as the most economical way to ensure the tight construction timeline is met.*
2. Do not approve the new contract amendment with TR Design. *Staff does not recommend this action as staff does not have the capacity or skills to manage the tenant improvements for the Iris Plaza branch of the library.*

## **FISCAL IMPACT**

Funding for construction management services as recommended is fully supported by Library Development Impact Fees (DIF) fees and the FY 2019/20 and FY 2020/21 Budgets as adopted by the City Council. Library DIF and the increased tax revenues are designated for the Library and cannot be spent elsewhere.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Library Construction	Facility Fund	3000-30-56-80003-720199 PN-803 0045-3000	Exp	\$750,000	\$0	\$750,000

## **NOTIFICATION**

N/A

## **PREPARATION OF STAFF REPORT**



Prepared by:  
Steve Hargis  
Strategic Initiatives Manager

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

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. TR Design Amendment Agreement and Change Order Form #1

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/04/20 8:00 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:29 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:14 PM

**FIRST AMENDMENT TO PROJECT SPECIFIC AGREEMENT FOR ON-CALL  
PROFESSIONAL CONSULTANT SERVICES  
FOR ARCHITECTURAL DESIGN FOR IRIS PLAZA BRANCH OF THE LIBRARY  
PROJECT #LS-2019-11-01**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and TR Design Group, 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 Agreements entitled "Project Specific Agreement for On-Call Professional Services," hereinafter collectively referred to as "Agreement," dated November 18, 2019.

Whereas, the Consultant is providing architectural design services for tenant improvements of the Iris Plaza branch of the Library.

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 30, 2020, for expansion of the scope of work to be performed. A copy of said Proposal attached as "Exhibit A - Additional Services Change Order #1" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of December 31, 2020 is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES  
PROJECT #LS-2019-11-01

1.2 Exhibit "A" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A – First Amendment," entitled "SCOPE / INTENT AND EXTENT OF ARCHITECT'S ADDITIONAL SERVICES."

1.3 Exhibit "B" to the Agreement is hereby further amended by adding to the cost proposal section thereof described in "Exhibit A – First Amendment," entitled "COMPENSATION FOR ADDITIONAL SERVICES OF THE ARCHITECT."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$41,382 (\$37,620 for Construction Management fees plus \$3,762 (10%) as contingency), 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."

1.5 The total "Not-to-Exceed" fee for this contract is \$101,382 (\$60,000 for the original Agreement plus \$41,382 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 ARCHITECTURAL DESIGN SERVICES  
PROJECT #LS-2019-11-01

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

City of Moreno Valley

TR Design Group, Inc.

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

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

Mike Lee  
Interim City Manager

Thomas Riggle  
President

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

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

INTERNAL USE ONLY

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
CFO/City Treasurer

\_\_\_\_\_  
Date

Attachments: Exhibit A – Additional Services Change Order #1

Attachment: TR Design Amendment Agreement and Change Order Form #1 (3942 : APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN

# Additional Services Change Order #01

Page 1 of 4  
January 30, 2020 **Revision # 1**

TRD 19-014.01

**ARCHITECT:**

**TR Design Group, Inc.**  
Thomas Riggle, Architect, License #: C24877  
7179 Magnolia Avenue  
Riverside, CA 92504  
951 – 742 – 7179

**CLIENT:**

**City of Moreno Valley**  
Steve Hargis, Strategic Initiative Manager  
Financial & Management Services  
14177 Frederick St.  
Moreno Valley, CA 92553  
951 – 413 – 3421

**PROJECT: BUILDING OF APPROXIMATELY 4,178 S.F. FOR A BRANCH LIBRARY LOCATED AT 16170 PERRIS BLVD., PAD C, MORENO VALLEY, CA**

**ORIGINAL AGREEMENT:**

**THIS DOCUMENT IS AN AMENDMENT TO THE PROJECT SPECIFIC AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES ARCHITECTURAL DESIGN FOR IRIS PLAZA BRANCH LIBRARY LS-2019-1101 WHICH WAS FULLY EXECUTED ON NOVEMBER 18, 2019. THIS ADDITIONAL SERVICES CHANGE ORDER SHALL BE INCORPORATED IN TO THAT AGREEMENT AND ALL TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**SCOPE: ADDITIONAL SERVICES FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE ABOVE PROJECT AT THREE TIMES PER WEEK DURING CONSTRUCTION:**

- ARCHITECTURAL

Dear Steve,

As requested, here is our proposal for the Construction Management Services for the Iris Library. We have prepared this as an amendment for Additional Services to the Project Specific Agreement for On-Call Professional Services Architectural Design for Iris Plaza Branch Library LS-2019-1101 which was fully executed on November 18, 2019. The Additional Services shall include Construction Management Services beyond our Construction Administration which was included in the original contract.

We have included the option for you that includes 3x / week site visits.

Our proposal includes a Licensed Architect at the site per the listed meetings. Additionally, a Senior Architect will be overseeing his work and available for questions and issues. Our Scope begins at Notice to Proceed and is complete at Substantial Completion.

Please give me a call at 951-742-7179 when you have had a chance to review this information. Thanks!

Thomas Riggle, Architect, AIA

*Thomas Riggle*

**TR DESIGN GROUP, INC.**  
President

Attachment: TR Design Amendment Agreement and Change Order Form #1 (3942 : APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN

# Additional Services Change Order #01

Page 2 of 4  
January 30, 2020 **Revision # 1**

TRD 19-014.01

## SCOPE / INTENT AND EXTENT OF ARCHITECT'S ADDITIONAL SERVICES:

### Phase 06 Construction Management: OPTION 1

Construction Management with up to 244 hours included. Typical tasks include:

Reviewing deliverables and time constraints,  
Tracking GC's adherence to the schedule,  
Reviewing progress and construction payments,  
Coordination with the GC and subs, and  
Reporting to the City.

Up to 34 additional progress, Client and/or GC meetings. Meetings shall be up to, but not more than 3 times per week and not more than 3 hours / meeting.

Additional meetings above the amount listed shall be compensated as Additional Services.  
Coordinating RFI's and Clarifications with GC.

The anticipated construction timeline for this project shall be up to, but not more than 4 months, or 14 weeks. Additional construction time will require an Additional Services for the A&E team to provide CA support.

\* Changes during Construction will require Additional Services.

\*\*\* This proposal anticipates that a qualified, licensed, insured and bonded General Contractor will be constructing the project.

Attachment: TR Design Amendment Agreement and Change Order Form #1 (3942 : APPROVAL OF CONTRACT AMENDMENT WITH TR DESIGN



# Additional Services Change Order #01

Page 3 of 4  
January 30, 2020 **Revision # 1**

TRD 19-014.01

**Please note, the following items are NOT included in this proposal:**

**General:** Any additional plans or drawing beyond those listed above. Unusual or project specific requests which the City may require. LEED. ADA work outside of the immediate area of work. Signage or Sign Permits.

**Architectural:** Additional Concepts more than what is listed above. Perspectives, renderings, or other exhibits not listed above. Planning Dept. processing of any application.

**Property Information:** Title Report, Grant Deed, or other Title Information. Soils Reports or Testing. Hazardous Materials Removal, Testing or Inspections.

**Engineering:** ALTA, Boundary, or Topographic Survey services. Parcel Map, Lot Line Adjustment. Street Improvement Plans. WQMP. SWIPP. Traffic Study. Traffic Signal Plans.

**Landscape:** Landscape or Irrigation Plans.

**MEP:** Fire Alarm or Fire Sprinkler Drawings. Commissioning.

**Permitting:** AQMD, Haz Mats, or other unusual permit submittals or assistance (this can be done as an Additional Service). Utility Coordination. Will server letters or coordination. Cable TV service Coordination. Internet Service Coordination.

**Bidding:** Value Engineering to bring the project in "under budget". Bid Forms.

**Construction:** Unforeseen issues during construction. Verification of the contractor's qualifications. More than 25, submittals (submittals shall be complete and grouped per trade, if found incomplete they will be rejected).

**Post Construction:** Revised construction plans to conform or reflect the "As-Built Drawings" from the Contractor.

**Reimbursables:** Application fees, plan check fees, City Review Submittal fees, permit fees, or any other fees. Ownership listing notices, or the fee for the consultant to prepare them.

\*\*\* Services beyond the SCOPE/INTENT AND EXTENT OF ARCHITECT'S BASIC SERVICES will be billed as Time and Materials per the attached Rate Schedule.

# Additional Services Change Order #01

Page 4 of 4  
January 30, 2020 **Revision # 1**

TRD 19-014.01

**OPTION 1:****COMPENSATION FOR ADDITIONAL SERVICES OF THE ARCHITECT:**

Shall be *FIXED FEE* in the amount as follows:

Architectural & Consultant Services	Phase Total
<b>Phase 06 Construction Management: OPTION 1</b>	<b>\$ 37,620.00</b>

**HOURS MATRIX:**

	Senior Project			TOTAL
	Principal	Manager	Architect	
<b>Phase 06 Hours</b>	4.00	56.00	184.00	<b>244.00</b>
	\$ 195.00	\$ 165.00	\$ 150.00	

Services on a Time and Materials basis will periodically be billed at the hourly rate schedule within.

**BASIS OF COMPENSATION – OPTION 1:**

FOR ADDITIONAL SERVICES, as described above, Additional Compensation shall be computed as follows:

**FIXED FEE IN THE AMOUNT OF:**

**Thirty Seven Thousand Six Hundred Twenty Dollars and No Cents, \$37,620.00,  
plus reimbursable expenses.**

**PAYMENT SCHEDULE:**

\$ 37,620.00 plus Reimbursables due during Construction Management: OPTION 1

**COMPENSATION FOR FURTHER ADDITIONAL SERVICES** beyond those listed in the basic services will be billed on an hourly basis as described in The Terms and Conditions.

Position	Rate
Principal	\$ 195.00
Project Architect / Senior Project Manager	\$ 165.00
Architect / Project Manager	\$ 150.00
Project Manager / Permit Specialist / Project Coordinator	\$ 135.00
Job Captain / Senior Draftsman / Asst. PM	\$ 125.00
Draftsman	\$ 105.00
Clerical	\$ 60.00

**COMPENSATION FOR SERVICES OF THE ARCHITECTS CONSULTANTS:** All Consultants (if engaged as part of the Scope) including, but not limited to, civil, landscape, structural, mechanical, plumbing and electrical engineering shall be a multiple of one and one and fifteen one-hundredths (1.15) times the amounts billed to the Architect for such services.

**REIMBURSABLE EXPENSES:**

FOR REIMBURSABLE EXPENSES, a multiple of one and fifteen one hundredths (1.15) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the project. Reimbursable will periodically be billed.

Reimbursables Budget	As Required (Approximately)	\$ 1,500.00
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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR LIBRARY SERVICES (AGMT. NO. 2017-52-02) UNTIL JUNE 30, 2025

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional Library Services at the third branch of our library system and to extend the current Library Services for the Main and Mall branches of the library for two years so that all contracts and amendments co-terminate.

### **SUMMARY**

It is recommended that the City Council authorize an amendment to procure the additional Library Services necessary to staff and operate a third branch in our library system. Last year the City Council directed staff to search for suitable lease space for a third library branch and subsequently approved a lease at 16170 Perris Blvd, Suites C2-4 in the retail space called Iris Plaza. To maximize the use of this space, it is recommended that the Council now approve our current Library Services vendor, LS&S, to operate the new Iris Plaza branch on behalf of the City.

It is further recommended that the City Council extend the current agreement to operate the Main and Mall branches of the Library with LS&S for two years. LS&S is an outstanding partner with the City, has implemented many significant Library improvements, and this extension will create a common termination date for all agreements and amendments with LS&S of June 30, 2025.

### **DISCUSSION**

On December 21, 2017, the City Council opened the City's first Library branch at the Moreno Valley Mall. Since its opening, the Mall branch has been successful in providing outstanding services to residents. LS&S continues to provide outstanding library programs, collection materials shared throughout Riverside County, and staffing. The bullets below indicate a few of the library system's successes in 2019.

- 312,453 collection items checked out by patrons
- 332,771 Library patron visits
- 43,772 reserved computer sessions
- 619 programs and events serving 17,811 attendees
- 53 outreach presentations
- Continuous art and historical photograph displays

With LS&S operating our Libraries, we anticipate the Iris Plaza branch will contribute to higher patron and program counts next year. Particularly, in STEAM (Science, Technology, Engineering, Arts and Mathematics) areas. The Iris Plaza branch is planning for many elementary-aged patrons and is incorporating STEAM elements that will enrich their education and prepare them to move seamlessly through higher levels of education and into the iMake Innovation Center at Moreno Valley College.

The Iris Plaza branch will be open the same hour as the Mall branch, which is Monday – Friday 10 a.m. – 8 p.m., and Saturday 10 a.m. – 6 p.m.

While negotiating a five-year (5) agreement to operate the Iris Plaza branch, it became evident that extending the Main and Mall branch agreements to co-terminate with the Iris Plaza branch agreement is a good idea. For administration purposes, having common contract termination dates is desirable, and will avoid a situation during the next negotiations where LS&S might have an advantage if they already possess an agreement to operate a portion of our libraries.

## **ALTERNATIVES**

1. Approve and authorize the City Manager to execute an amendment to the agreement with Library Systems and Services (LS&S) for additional Library Services at a third branch of our library system for an amount not to exceed \$2,058,659, and to extend the current Library Services for the Main and Mall branches of the library for two years for an amount not to exceed \$4,203,640. *Staff recommends this action as the most economical means to expand library services at the Iris Plaza branch of the Library and to co-terminate all agreements and amendments with LS&S.*
2. Do not approve the new contract amendment with LS&S. *Staff does not recommend this action as it would not enable the City to expand the library system with another branch and would not take advantage of the Iris Plaza lease.*

## **FISCAL IMPACT**

No budget adjustment is being requested. Funding for additional library services as recommended is supported by Library tax revenues and Development Impact Fees (DIF) where applicable.

The following table depicts the full costs associated with operating the Library System, including the additional costs contained in this proposal. The **lightly** highlighted numbers indicate the costs associated with operating the Iris Plaza branch, and the **dark** highlighted numbers indicate the costs associated with extending the existing agreement for the Main and Mall branches. The table reflects Library Operating expenses, including the materials “Collection” (e.g., books, videos, DVDs, Mi-Fi, etc.), which is set annually by the City Council through the budget process.

	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	TOTAL
Main Library	\$ 1,370,727	\$ 1,410,564	\$ 1,455,490	\$ 1,505,402	\$ 1,530,413	\$ 1,568,674	\$ 1,607,890	\$ 10,449,160
Collection	\$ 223,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 1,453,000
Mall Library	\$ 229,474	\$ 279,211	\$ 285,091	\$ 291,118	\$ 297,296	\$ 304,729	\$ 312,347	\$ 1,999,266
Iris Plaza Library			\$ 339,221	\$ 357,854	\$ 374,308	\$ 385,358	\$ 396,918	\$ 1,853,659
Iris Plaza Collection			\$ 70,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 110,000
Iris Plaza Startup			\$ 95,000					\$ 95,000
<b>TOTAL</b>	<b>\$ 1,823,201</b>	<b>\$ 1,894,775</b>	<b>\$ 2,449,802</b>	<b>\$ 2,369,374</b>	<b>\$ 2,417,017</b>	<b>\$ 2,473,761</b>	<b>\$ 2,532,155</b>	<b>\$ 15,960,085</b>

**NOTIFICATION**

N/A

**PREPARATION OF STAFF REPORT**

Prepared by:  
Steve Hargis  
Strategic Initiatives Manager

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

**CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

1. Agreement Amendment 2 LS&S

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/04/20 7:57 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:25 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:13 PM



**SECOND AMENDMENT TO AGREEMENT  
FOR LIBRARY SERVICES**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Library Systems & Services, LLC, hereinafter referred to as "Consultant." This Second 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 "LIBRARY SERVICE DELIVERY AGREEMENT," hereinafter referred to as "Agreement," dated July 1, 2018.

Whereas, the Consultant is providing Library administrative, labor, and Information Technology 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 February 4, 2020, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-Second Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Schedule "A" to the Agreement is hereby amended to modify the termination date as described in "Exhibit A – Second Amendment," entitled "Extending the Termination Date."

1.2 Schedule "A" to the Agreement is hereby further amended by adding to the cost summary section thereof described in "Exhibit A – Second Amendment," entitled "Cost for Operating the Main and Mall Library Branches."

## SECOND AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES

1.3 Schedule "A" to the Agreement is hereby further amended by adding to the scope of work section described in "Exhibit A – Second Amendment," entitled "Operating a Third Library Branch."

1.4 Schedule "A" to the Agreement is hereby further amended by adding to the cost summary section thereof described in "Exhibit A – Second Amendment," entitled "Cost for Operating a Third Library Branch."

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$6,262,299, as set forth in the above-referenced Cost Summaries, in consideration of the Consultant's performance of the work set forth in "Exhibit A –Second Amendment."

1.6 The total "Not-to-Exceed" fee for this contract is \$15,960,085 (\$9,521,786 for the original Agreement, plus \$176,000 for the First Amendment, plus \$6,262,299 for the Second Amendment).

### SECTION 2

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

**SIGNATURE PAGE TO FOLLOW**

SECOND AMENDMENT TO AGREEMENT FOR LIBRARY SERVICES

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

City of Moreno Valley

Library Systems & Services, LLC

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

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

Mike Lee

Todd Frager

Interim City Manager

Chief Executive Officer

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

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

INTERNAL USE ONLY

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

RECOMMENDED FOR APPROVAL:

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

\_\_\_\_\_  
Date

Attachments: Exhibit A – Second Amendment

Attachment: Agreement Amendment 2 LS&S (3941 : APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR



### Exhibit A – Second Amendment

Library Systems & Services (LS&S) proposal for the City of Moreno Valley

February 11, 2020

#### A. Extending the Termination Date

The termination date of June 30, 2023, is modified to be June 30, 2025.

#### B. Cost for Operating the Main and Mall Library Branches

Since the original agreement specifies costs through the original termination date in 2023 and the third branch specifies costs through 2025, years six and seven of the original contract to operate the libraries are modified as follows:

Period	Charges (“Operating Budget”)		
	Library Ops	Mall Library	TOTAL
Year 6	\$1,568,674	\$304,729	\$1,873,403
Year 7	\$1,607,890	\$312,347	\$1,920,237
<b>TOTAL</b>			<b>\$3,793,640</b>

The current budget for Library Collection Materials is assumed to continue at \$205,000 per year. However, this ongoing Materials cost represents annual expenditures determined by the City Council through the budget process and therefore may change.

The combined total, including Library Collection Materials, is **\$4,203,640**.

#### C. Operating a Third Library Branch

LS&S will expand its administration of the City’s Library system to include operating a third branch starting July 1, 2020, through the term of the agreement. LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor LS&S deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S.

Upon the effective date of this Amendment, the operating schedule for the third library branch will be as follows:

- Monday – Friday: 10 a.m. – 8 p.m.
- Saturday: 10 a.m. – 6 p.m.
- Sunday: Closed

The third branch will be open for fifty-eight (58) hours per week.

Attachment: Agreement Amendment 2 LS&S (3941 : APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR

The City Manager can modify the days and hours of Library operations as needed at any of the Libraries in the Moreno Valley Public Library System. Modifications to operating hours that intend to be permanent require thirty (30) day’s notice to LS&S.

**D. Cost for Operating a Third Library Branch**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Cumulative Total</b>
Operating Cost	\$336,661	\$349,320	\$368,334	\$385,358	\$396,918	
Minimum Wage	\$2,560	\$8,534	\$5,974			
Ongoing Materials		\$10,000	\$10,000	\$10,000	\$10,000	
Opening Day Materials	\$70,000					
Opening Day IT	\$95,000					
<b>TOTAL</b>	<b>\$504,221</b>	<b>\$367,854</b>	<b>\$384,308</b>	<b>\$395,358</b>	<b>\$406,918</b>	<b>\$2,058,659</b>

The Ongoing Materials represent annual expenditures determined by the City Council through the budget process and therefore may change.

Attachment: Agreement Amendment 2 LS&S (3941 : APPROVAL OF CONTRACT AMENDMENT WITH LIBRARY SYSTEMS AND SERVICES FOR



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager  
Michael L. Wolfe, P.E., Public Works Director/City Engineer

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR DEVELOPMENT SERVICES SOFTWARE

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Authorize the City Manager to execute a contract with Accela Inc. for annual subscription licensing and development services related software for an amount not to exceed \$1,551,843 over the next five years.

### **SUMMARY**

This report recommends continuing the development services software called SimpliCITY by the City; the commercial names are Accela Civic Platform (ACP) and Accela Citizen Access (ACA). On March 10, 2015, the City Council awarded a competitively bid contract to Accela for development services software and the professional services to configure the software. Since that time, the City has experienced many successes with SimpliCITY.

The current contract with Accela expires March 30, 2020. Since SimpliCITY has been so successful, staff recommends renewing the subscription contract for another five (5) years.

### **DISCUSSION**

In 2014, the need to replace obsolete software supporting all development services related departments was evident. After an extensive evaluation process over several months, involving twenty-five evaluators representing seven divisions across the City,

ACP and ACA were selected to support the City's development services departments. The evaluation process included five and one-half hour scripted demonstrations of the candidate software as well as a formal evaluation method. This selection process resulted in many employees being able to weigh-in on the alternatives.

The implementation of SimpliCITY has been successful; citizens, developers and staff are all reaping benefits from the system. Some of the benefits being experienced are listed below.

- Reduced time to issue permits
- Workflow scheduling, tracking, and reporting;
- Online citizen and developer access;
- Expanded mobile inspection application on tablets;
- Expanded mobile Code investigation application on tablets;
- Full integration with our GIS data;
- Online inspection scheduling;
- Document content indexing;
- Integration with our Agenda Management system; and
- U.S. Rehabilitation Act of 1973, Section 508 accessibility compliance.

## **ALTERNATIVES**

1. Authorize the City Manager to execute a subscription renewal contract with Accela Inc. for annual subscription licensing and development services related software for an amount not to exceed \$1,551,843 over the next five years. *Staff recommends this alternative to continue the excellent level of support to citizens, developers and staff for development services.*
2. Provide staff with alternative direction for continuing development related services. *Staff does not recommend this alternative due to the additional time and cost, and reduced services that would be provided without renewing this contract.*

## **FISCAL IMPACT**

Funding is available in the General Fund Technology Services operating expense account 1010-30-39-25410-625010. Funding in future years is contingent upon the City Council approving expenditures through the biannual budget process.



## **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.

**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.

Prepared By:  
Steve Hargis  
Strategic Initiatives Manager

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

Department Head Approval:  
Michael L. Wolfe  
Public Works Director

Department Head Approval:  
Patty Nevins  
Acting Community Development Director

## **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.

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

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

### **1. Economic Development**

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

**ATTACHMENTS**

- 1. Accela Agreement and Renewal Order Form

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 9:32 AM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 10:44 AM
City Manager Approval	<u>✓ Approved</u>	3/10/20 11:18 AM

**FIRST AMENDMENT TO AGREEMENT  
FOR DEVELOPMENT SERVICES SOFTWARE**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Accela, 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 Agreements entitled “Accela Subscription Terms and Conditions, and Services Agreement,” hereinafter collectively referred to as “Agreement,” dated March 27, 2015.

Whereas, the Consultant is providing development services software called Accela Civic Platform (ACP), and Accela Citizen Access (ACA).

Whereas, it is desirable to amend the Agreement to continue the subscription services from the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted Quote Q-17444 to renew ACP and ACA subscription services. A copy of said Quote attached as “Exhibit A-Renewal Order Form” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of March 30, 2020 is extended by this Amendment to March 30, 2025.

1.2 The total “Not-to-Exceed” fee for this contract is \$1,551,843 per the total price listed for each year in Exhibit A.

FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT SERVICES SOFTWARE

SECTION 2

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

**SIGNATURE PAGE TO FOLLOW**

Attachment: Accela Agreement and Renewal Order Form [Revision 1] (3936 : APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR

FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT SERVICES SOFTWARE

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

City of Moreno Valley

Accela, Inc.

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

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

Mike Lee

Interim City Manager

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

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

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

INTERNAL USE ONLY

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

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

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

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

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
CFO/City Treasurer

\_\_\_\_\_  
Date

Attachments: Exhibit A – Accela Renewal Order Form

Attachment: Accela Agreement and Renewal Order Form [Revision 1] (3936 : APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR



2633 Camino Ramon, Suite 500  
San Ramon, CA 94583

Proposed by: Becky O'Brien  
Contact Phone: (925) 359-3334  
Contact Email: robrien@accela.com  
Quote ID: Q-17444  
Valid Through: 02/28/2020  
Currency: USD

## RENEWAL ORDER FORM

### Address Information

**Bill To:**

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California, 92553  
United States

**Ship To:**

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California, 92553  
United States

Billing Contact: Kimberlee Krueger  
Billing Phone: 9514133428  
Billing Email Address: kimk@moval.org

### Services

Services	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	03/31/2020	03/30/2021	12	\$0.03	207,226.00	\$6,216.78
Accela Civic Platform - Subscription User	03/31/2020	03/30/2021	12	\$1,788.00	160.00	\$286,080.00
					Total	\$292,296.78

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	03/31/2021	03/30/2022	12	\$0.03	207,226.00	\$6,403.28
Accela Civic Platform - Subscription User	03/31/2021	03/30/2022	12	\$1,841.64	160.00	\$294,662.40
					Total	\$301,065.68

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	03/31/2022	03/30/2023	12	\$0.03	207,226.00	\$6,595.38
Accela Civic Platform - Subscription User	03/31/2022	03/30/2023	12	\$1,896.89	160.00	\$303,502.27
					Total	\$310,097.65



Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	03/31/2023	03/30/2024	12.00	\$0.03	207,226.00	\$6,793.24
Accela Civic Platform - Subscription User	03/31/2023	03/30/2024	12.00	\$1,953.80	160.00	\$312,607.34
					Total	\$319,400.58

Services Year 5	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Citizen Access - Subscription Population	03/31/2024	03/30/2025	12.00	\$0.03	207,226.00	\$6,997.04
Accela Civic Platform - Subscription User	03/31/2024	03/30/2025	12.00	\$2,012.41	160.00	\$321,985.56
					Total	\$328,982.60

The City of Moreno Valley, CA has 220 Civic Platform Subscription Users. The City relinquishes 60 Civic Platform users effective March 31, 2020. The total amount of Civic Platform users after the relinquishment will be 160.

### Terms / Information

General Information	
Governing Agreement(s)	This Order Form is governed by the applicable terms found at: <a href="http://www.accela.com/terms">www.accela.com/terms</a> .

Attachment: Accela Agreement and Renewal Order Form [Revision 1] (3936 : APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>• Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>• Hosting and Support start on Accela’s delivery of the software hosted and/or supported;</li> </ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>• Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer’s first Subscription purchase.</li> <li>• Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>• Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>• Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form. <ul style="list-style-type: none"> <li>• In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li> <li>• For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela’s customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> <li>• Notwithstanding anything to the contrary, the Subscribed Services will be hosted in an Accela environment.</li> </ul>

Payment Terms		
Currency	USD	
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.	
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .	
Special Payment Terms	None unless otherwise specified in this section.	
Purchase Order	If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. <table border="1" style="float: right; margin-left: 20px;"> <tr> <td>PO#</td> </tr> </table>	PO#
PO#		

Attachment: Accela Agreement and Renewal Order Form [Revision 1] (3936 : APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR

Accela	Customer
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Its: _____ (Title)	Its: _____ (Title)
Dated: _____ (Month, Day, Year)	Dated: _____ (Month, Day, Year)

Attachment: Accela Agreement and Renewal Order Form [Revision 1] (3936 : APPROVAL OF SUBSCRIPTION RENEWAL TO ACCELA INC. FOR



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX INFORMATION

---

### **RECOMMENDED ACTION**

#### **Recommendation:**

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

### **SUMMARY**

This report recommends that the Council approve the City's renewal of its biannual agreement with the State of California Franchise Tax Board (FTB) to annually share tax information relating to Business License Taxes. The purpose of the information exchange is to ensure consistency of local business tax reporting provided to both the City and the State.

### **DISCUSSION**

The City has adopted several processes to validate the accuracy of tax roll information pertaining to businesses operating within Moreno Valley. One of these systems contains a feature to crosscheck FTB and City Business License tax data. The results help identify businesses that should be participating in the Business License program, and provides staff with information to initiate any necessary follow-up with the businesses.

Gaps in business tax data can easily occur in routine situations; taking steps to validate local records with State records help ensure that the City captures tax revenue due under the Business License program. Underreporting may occur, for example, if a business moves from one tax jurisdiction to another, or if the new address is incorrectly

recorded. Businesses with multiple locations may report sales activity disproportionately among the locations; ensuring correct reports and active Business Licenses will preclude a loss of City revenues.

Renewal of the agreement with the FTB will allow both entities to annually crosscheck information and address any errors that may come to light.

The FTB has strict requirements safeguarding the confidentiality of tax information. The City's procedures and systems meet the FTB requirements.

## **ALTERNATIVES**

1. Authorize the City Manager or his designee to sign a Franchise Tax Board Agreement that will allow both entities to share tax information confidentially. *Staff recommends this action as no alternative method exists to crosscheck FTB and City Business License tax information.*
2. Do not approve renewal of the agreement with the Franchise Tax Board. *Staff does not recommend this alternative as crosschecking local and FTB data is an important step to preclude loss of tax revenue which supports a broad range of City services.*

## **FISCAL IMPACT**

Since existing systems have the capability to reconcile FTB and City Business License tax data, no expense is anticipated in implementing this agreement. Not authorizing this Agreement may result in lost tax revenue which supports a broad range of City services.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Steve Hargis  
Strategic Initiatives Manager

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

Concurred By:  
Brooke McKinney  
Treasury Operations Division Manager

## **CITY COUNCIL GOALS**

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

## **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. Franchise Tax Board Agreement 48923

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	2/19/20 8:40 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:47 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:05 PM

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 0000000000000000000048932	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

City of Moreno Valley

2. The term of this Agreement is:

START DATE

June 1, 2020 or date of approval, whichever is later,

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement is:

\$0.00 (NON-FINANCIAL AGREEMENT)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGE
Exhibit A	Scope of Work	3
Exhibit C *	General Terms and Conditions	GTC4
Exhibit D	Special Terms and Conditions	3
Exhibit E	City and County Record Format Specifications	2
Exhibit F	FTB Record Layout Specifications	1
Exhibit G	Confidentiality Statement	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Moreno Valley

CONTRACTOR BUSINESS ADDRESS

14177 Frederick Street

CITY

Moreno Valley

STATE

CA

ZIP

9255

PRINTED NAME OF PERSON SIGNING

Mike Lee

TITLE

Interim City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Attachment: Franchise Tax Board Agreement 48923 (3914 : APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 0000000000000000000048932	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME Franchise Tax Board			
CONTRACTING AGENCY ADDRESS P.O. Box 2086	CITY Rancho Cordova	STATE CA	ZIP 9574
PRINTED NAME OF PERSON SIGNING Michael A. Banuelos	TITLE Procurement and Contracting Officer or Designee		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)  SCM Vol. 1, 4.04.A.2		

Attachment: Franchise Tax Board Agreement 48923 (3914 : APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX

**EXHIBIT A  
SCOPE OF WORK**

This agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of Moreno Valley, herein after referred to as the City.

**Purpose:**

This agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

**Legal Authority:**

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a city/county and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

**City Responsibilities:**

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax program.
2. The City agrees that information obtained under this agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by city employees whose duties are to administer the City/County Business Tax program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E, which shall include, but not be limited to, the following:
  - Business or owner's name
  - Business or residence address
  - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
  - Ownership type
  - North American Industry Classification Code or Standard Industry Classification Code
  - Business start and cessation dates
  - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually in June for each tax year that the agreement is in place: June 2020, 2021, and 2022. If the agreement is executed after June 30, 2020, the City will have 30 days after execution to provide FTB with the first year's data.

**EXHIBIT A  
SCOPE OF WORK**

5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per Exhibit E, Format Specifications.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each city employee having access to FTB data shall sign City/County Business Tax Program Confidentiality Statement, Exhibit G, and FTB 712. The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the agreement.
10. The City agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the agreement.

**FTB Responsibilities:**

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F, FTB 909A shall include:
  - Taxpayer name
  - Taxpayer address
  - Taxpayer SSN or FEIN
  - Principal Business Activity code
4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F, FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.

State of California  
Franchise Tax Board

City of Moreno Valley  
Agreement # 48932

**EXHIBIT A  
SCOPE OF WORK**

5. FTB agrees to provide the City with an annual data extract in December 2020 for tax year 2019, in December 2021 for tax year 2020, and in December 2022 for tax year 2021 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique city/county business tax number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

**Project Coordinators:**

The project coordinators during the term of this agreement will be:

**Franchise Tax Board**

Sara Bradshaw  
City/County Business Tax Program Lead  
Data Oversight Program  
P.O. Box 1468, Mailstop A181  
Sacramento, CA 95812-1468  
Phone: (916) 845-3405  
Email: [FTBCCBT@ftb.ca.gov](mailto:FTBCCBT@ftb.ca.gov)

**City of Moreno Valley**

Gordon MacDonald  
14177 Frederick Street  
Moreno Valley, CA 92552  
Phone: (951) 413.3417  
Email: [gordonm@moval.org](mailto:gordonm@moval.org)

Return executed agreement to:

**Franchise Tax Board**

Alyssa Miranda  
Business Acquisitions Analyst  
Procurement Bureau  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-7743  
Fax: (916) 845-9087

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. **DATA OWNERSHIP:** The confidential tax information or sensitive information being provided under this agreement remains the exclusive property of the FTB. Confidential tax and sensitive data/information are not open to the public and require special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. The City (or County) shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this agreement, which right shall be revoked and terminated immediately upon termination of this agreement.
2. **STATEMENT OF CONFIDENTIALITY:** The FTB has tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of federal returns and other confidential data is a misdemeanor or a felony (R&TC Sections 19542, 19542.1, 19542.3 and 19552 and Government Code Section 90005).

Upon the approval of this agreement and prior to any access to the confidential or sensitive data of the FTB, each City (or County) employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, Exhibit G, FTB 712, attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City (or County) and furnished to FTB upon request.

3. **USE OF INFORMATION:** The City (or County) agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City (or County) further agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in this section.
4. **EMPLOYEE ACCESS TO INFORMATION:** Both FTB and the City (or County) receiving data agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this agreement. Each party receiving data recognize(s) their responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this agreement.
5. **PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING:** Both agencies, receiving data, in recognizing the confidentiality of the information to be exchanged, agree to take all appropriate precautions to protect the confidential information obtained pursuant to this agreement from unauthorized disclosure. Both agencies receiving data will conduct oversight of its users with access to the confidential information provided under this agreement and will immediately notify the FTB's Information Security Audit Unit ([SecurityAuditMail@ftb.ca.gov](mailto:SecurityAuditMail@ftb.ca.gov)) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City (or County) with an incident will comply with the incident reporting requirements in accordance with R&TC Section 19542.1, Civil Code Section 1798.29, SAM Chapter 5300, and SAM Section 20080 to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

6. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this agreement. The City (or County) receiving data will store information so that it is physically secure from unauthorized access. The records received by the City (or County) will be securely maintained and accessible only by employees of the City (or County) business license or tax programs who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. **CLOUD COMPUTING ENVIRONMENT:** A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer.
8. **DESTRUCTION OF RECORDS:** All records received by the City (or County) y from FTB, and any database(s) created, copies made, or files attributed to the records received, will be returned or destroyed within three years of receipt or upon termination of the agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City (or County) will notify FTB City/County Business Tax program manager annually in writing at [FTBCCBT@FTB.CA.GOV](mailto:FTBCCBT@FTB.CA.GOV) that proper destruction methods have been applied. FTB will destroy city/county data in accordance with the department's data retention policies.
9. **DISPUTE RESOLUTION:** In the event of a dispute, the City (or County) shall file a "Notice of Dispute" with the Chief Financial Officer of the FTB within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City (or County) for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. **SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW:** Prior to sending data to the City (or County), FTB requires the City (or County) to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The City (or County) will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by FTB. FTB retains the right to conduct on-site safeguard reviews of the City (or County) use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, "need to know," and use justifications established by the City (or County) to ensure compliance with the terms and conditions of this agreement. The City (or County) will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. **LIMITED WARRANTY:** Neither party represents or warrants the accuracy or content of the material available through this agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

12. **CANCELLATION:** Either party may terminate this agreement, in writing for any reason, upon thirty (30) days' prior written notice. This agreement may be terminated immediately by either party in the event of any breach of the terms of this agreement.
  
13. **NO THIRD PARTY LIABILITY:** Nothing contained in or related to this agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City (or County); and no other party shall relieve the City (or County) or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.



**EXHIBIT E**  
**CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)**

<b>Data Element Name</b>	<b>Start Pos.</b>	<b>End Pos.</b>	<b>Field Size</b>	<b>Usage</b>	<b>Description</b>
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

**EXHIBIT E**  
**CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)**

<b>Data Element Name</b>	<b>Start Pos.</b>	<b>End Pos.</b>	<b>Field Size</b>	<b>Usage</b>	<b>Description</b>
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

**EXHIBIT F**  
**FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)**

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

**EXHIBIT G  
CONFIDENTIALITY STATEMENT (FTB 712)**

**State of California**

**Franchise Tax Board**

**City/County Business Tax Program Confidentiality Statement**

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action.**
- **Taxpayer civil action.**

***I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.***

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.

FTB 712 (REV 06-2016)

Attachment: Franchise Tax Board Agreement 48923 (3914 : APPROVAL OF THE FRANCHISE TAX BOARD AGREEMENT TO SHARE TAX



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** PAYMENT REGISTER - JANUARY 2020

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Receive and file the Payment Register.

### **SUMMARY**

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council, the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

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

### **CITY COUNCIL GOALS**

None

### **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. January 2020 Payment Register

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/03/20 7:00 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 1:34 PM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:05 PM



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ALL AMERICAN ASPHALT, INC.	26763	01/06/2020	W200101	RETENTION PAYABLE DEPOSIT-ESCOW DEPOSIT NO. 2609	\$67,809.09
Remit to: CORONA, CA					<u>FYTD:</u> \$1,897,544.37
CHASTANG FORD	26773	01/13/2020	41869	2019 FORD F-550 CHASSIS CAB-VIN1FDUF5GY1KEF19164	\$204,542.00
		01/13/2020	41762	2019 FORD F-550 CHASSIS CAB-VIN1FDUF5GYXKEF19163	
Remit to: HOUSTON, TX					<u>FYTD:</u> \$757,442.00
CML SECURITY, LLC	26899	01/27/2020	71532-001	INTERVIEW CAMERA SYSTEM-PD	\$43,388.00
Remit to: BROOMFIELD, CO					<u>FYTD:</u> \$43,388.00
COUNTY OF RIVERSIDE SHERIFF	26901	01/27/2020	SH0000036550	CONTRACT LAW ENFORCEMENT BILLING #4 (09/12-10/09/19)	\$2,908,022.72
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,549,114.65
EASTERN MUNICIPAL WATER DISTRICT	238519	01/27/2020	JAN-20 1/27/20	WATER CHARGES	\$35,361.38
		01/27/2020	DEC-19 1/27/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,371,250.71

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	26783	01/13/2020	40-374B-12	WA# 40-374B-CONTINENTAL VILLAGES APTS	\$329,934.53
		01/13/2020	40-422B-02	WA# 40-422B-MORENO BEACH DRIVE CONDUIT EXTENSION	
		01/13/2020	40-401B-03	WA# 40-401B-DAY STREET LINE EXTENSION	
		01/13/2020	40-434A-04	WA# 40-434A-CENTERPOINTE COMMERCE CTR	
		01/13/2020	40-392B-07	WA# 40-392B-BEAZER HOMES-PHASE 3	
		01/13/2020	40-429B-02	WA# 40-429B-MORENO VALLEY SELF STORAGE	
		01/13/2020	40-380B-08	WA# 40-380B-OLEANDER EMWD BOOSTER PUMP	
		01/13/2020	MVU-2019-43832	DISTRIBUTION CHARGES 11/18-12/20/19	
		01/13/2020	40-416B-07	WA# 40-416B-PROLOGIS INDIAN BUSINESS PARK	
		01/13/2020	40-433A-05	WA# 40-433A-PAMA BUSINESS PARK	
		01/13/2020	40-436B-01	WA# 40-436B-BOULDER RIDGE SLS PHASE 2 & 3	
		01/13/2020	40-422A-04	WA# 40-422A-BEAZER HOMES	
		01/13/2020	40-431A-04	WA# 40-431A-PHELAN DEVELOPMENT	
		01/13/2020	40-441A-03	WA# 40-441A-IRIS AVE PEDESTRIAN CROSSING	
		01/13/2020	40-443A-03	WA# 40-443A-KIA DEALERSHIP	
		01/13/2020	40-445-02	WA# 40-445-DISTRIBUTION SYSTEM PLANNING UPDATE	
		01/13/2020	40-447A-02	WA# 40-447A-MVU ANNEX BUILDING	
		01/13/2020	40-438A-05	WA# 40-438A-CENTURY COMMUNITIES	
Remit to: ANAHEIM, CA					FYTD: \$3,428,230.02
EXELON GENERATION COMPANY, LLC	26784	01/13/2020	MVEU-00087A	ELECTRICITY POWER PURCHASE-MV UTILITY 12/1-12/31/19	\$632,375.20
Remit to: BALTIMORE, MD					FYTD: \$4,610,948.08

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FERREIRA CONSTRUCTION CO. INC.	26785	01/13/2020	5277004	DYNAMIC TRAVELER ALERT MESSAGE BOARDS PROJECT-VARIOUS LOCATIONS	\$140,774.80
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD: \$495,191.96</b>
GREENTECH LANDSCAPE, INC.	26906	01/27/2020	46805	LANDSCAPE MAINT-ZONE 01	\$25,712.94
		01/27/2020	46806	LANDSCAPE MAINT-ZONE 01	
		01/27/2020	46810	LANDSCAPE MAINT-ZONE 01A	
		01/27/2020	46600-2	LANDSCAPE MAINT-ZONES 01 & 01A	
Remit to: LOS ANGELES, CA					<b>FYTD: \$138,894.89</b>
HABITAT FOR HUMANITY RIVERSIDE	26791	01/13/2020	CHR-4	HOME-CRITICAL HOME REPAIR PROGRAM-NOVEMBER 2019	\$31,469.16
		01/13/2020	MHR1819-18	MOBILE HOME REPAIR PROGRAM-DECEMBER 2019	
		01/13/2020	CDBG MV1920-05	CDBG-A BRUSH WITH KINDNESS PROGRAM-NOVEMBER 2019	
		01/13/2020	CHR-5	HOME-CRITICAL HOME REPAIR PROGRAM-DECEMBER 2019	
		01/13/2020	CDBG MV1920-06	CDBG-A BRUSH WITH KINDNESS PROGRAM-DECEMBER 2019	
		01/13/2020	MHR1819-17	MOBILE HOME REPAIR PROGRAM-NOVEMBER 2019	
Remit to: RIVERSIDE, CA					<b>FYTD: \$310,721.81</b>
HOT LINE CONSTRUCTION, INC	26745	01/06/2020	100250-RET	RETENTION RELEASE-HEACOCK CROSSTOWN TIE	\$86,204.80
Remit to: IRVING, TX					<b>FYTD: \$812,351.36</b>
LEONIDA BUILDERS, INC	26856	01/21/2020	Retention_Cyc7	RETENTION RELEASE-ADA PEDESTRIAN ACCESS RAMP-CYCLE 7	\$28,025.00
Remit to: SANTA CLARITA, CA					<b>FYTD: \$560,500.00</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LIBRARY SYSTEMS & SERVICES, LLC	26800	01/13/2020	INV2611	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-JAN 2020	\$157,897.90
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,105,285.30

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.	26803	01/13/2020	87317	LANDSCAPE MAINT.-VETERANS MEMORIAL-DEC19	\$35,379.90
		01/13/2020	87218	LANDSCAPE EXTRA WORK-NOV19-ZONE 02/REPAIR 2" MAINLINE AT PASEO 1	
		01/13/2020	86775	LANDSCAPE EXTRA WORK-OCT19-ZONE 02/REPLACE BROKEN SPRINKLERS	
		01/13/2020	86776	LANDSCAPE EXTRA WORK-OCT19-ZONE 02/REPLACE BROKEN SPRINKLERS ETC	
		01/13/2020	86778	LANDSCAPE EXTRA WORK-OCT19-ZONE 02/REMOVE VEGETATION IN V DITCH	
		01/13/2020	87059	LANDSCAPE MAINT.-NPDES WQB-NOV. 2019	
		01/13/2020	87217	LANDSCAPE EXTRA WORK-NOV19-ZONE 02/REPAIR 2" MAINLINE AT PASEO 3	
		01/13/2020	87311	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-DEC19	
		01/13/2020	86777	LANDSCAPE EXTRA WORK-OCT19-ZONE 02/CLEANED UP V DITCH AT PASEO 2	
		01/13/2020	87219	LANDSCAPE EXTRA WORK-NOV19-ZONE 02/REPAIR MAINLINE & SPRINKLERS	
		01/13/2020	87316	LANDSCAPE MAINT.-ANNEX 1-DEC19	
		01/13/2020	86779	LANDSCAPE EXTRA WORK-OCT19-ZONE 02/REPAIR BROKEN MAINLINE	
		01/13/2020	87300	LANDSCAPE MAINT.-NORTH AQUEDUCT-DEC19	
		01/13/2020	87304	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-DEC19	
		01/13/2020	87296	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-DEC19	
		01/13/2020	87297	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-DEC19	
		01/13/2020	87314	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-DEC19	
		01/13/2020	87278	LANDSCAPE EXTRA WORK-NOV19-NPDES WQB/IRRIGATION REPAIRS	
		01/13/2020	87318	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-DEC19	

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARIPOSA LANDSCAPES, INC.		01/13/2020	87299	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-DEC19	
		01/13/2020	87301	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-DEC19	
		01/13/2020	87302	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-DEC19	
		01/13/2020	87310	LANDSCAPE MAINT.-LIBRARY-DEC19	
		01/13/2020	87298	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-DEC19	
		01/13/2020	87312	LANDSCAPE MAINT.-SENIOR CENTER-DEC19	
		01/13/2020	87303	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-DEC19	
		01/13/2020	87308	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-DEC19	
		01/13/2020	87307	LANDSCAPE MAINT.-CITY YARD-DEC19	
		01/13/2020	87306	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-DEC19	
		01/13/2020	87305	LANDSCAPE MAINT.-ANIMAL SHELTER-DEC19	
		01/13/2020	87295	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-DEC19	
		01/13/2020	87315	LANDSCAPE MAINT.-CITY HALL-DEC19	
Remit to: IRWINDALE, CA					<b>FYTD: \$274,881.06</b>
MERCHANTS LANDSCAPE SERVICES INC	26804	01/13/2020	55096	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-NOV19	\$29,986.94
	26917	01/27/2020	54813	IRRIGATION REPAIRS-ZONE 03-SEP. 2019	\$43,093.64
		01/27/2020	55266	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-DEC19	
		01/27/2020	54814	IRRIGATION REPAIRS-ZONE 04-SEP. 2019	
Remit to: MONTEREY PARK, CA					<b>FYTD: \$346,643.34</b>
MORENO VALLEY UTILITY	238351	01/06/2020	JAN-20 1/6/20	ELECTRICITY CHARGES	\$67,090.42
Remit to: HEMET, CA					<b>FYTD: \$679,288.23</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NEXTERA ENERGY	238405	01/13/2020	534346	RENEWABLE ENERGY-MV UTILITY-OCT 2019	\$31,346.05
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$244,118.79
RCCD FOUNDATION	238525	01/27/2020	FO 2019/2020	MVC PROMISE PROGRAM SUPPORT FOR 2019/2020	\$50,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$52,000.00
SOUTHERN CALIFORNIA EDISON	238396	01/13/2020	7501083400	RELIABILITY SERVICE-DLAP_SCE-TS10-SEP19	\$43,548.28
		01/13/2020	7501082575	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-NOV19	
		01/13/2020	7501082549	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-NOV19	
		01/13/2020	7501082567	WDAT CHARGES-MVU/IRIS AVE.-NOV19	
		01/13/2020	7501082568	WDAT CHARGES-MVU/GRAHAM ST.-NOV19	
		01/13/2020	7501082569	WDAT CHARGES-MVU/GLOBE ST.-NOV19	
		01/13/2020	7501082570	WDAT CHARGES-MVU/NANDINA AVE.-NOV19	
		01/13/2020	7501082571	WDAT CHARGES-MVU/FREDERICK ST.-NOV19	
		01/13/2020	7501082572	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-NOV19	
	238452	01/21/2020	DEC-19 1/21/20	ELECTRICITY CHARGES	\$73,746.54
		01/21/2020	717-8456/DEC-19	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		01/21/2020	729-6522/DEC-19	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		01/21/2020	717-7516/DEC-19	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		01/21/2020	717-8027/DEC-19	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,541,894.52
STATE WATER RESOURCES CONTROL BOARD	238400	01/13/2020	SW-0179677	NPDES ANNUAL PERMIT FEE FY 2019/20-FACILITY ID (WDID) 8 33M1000260, INDEX 391758	\$49,805.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$50,499.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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SYNERGY COMPANIES	238531	01/27/2020	MVU RES DI 1119	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$30,315.45
Remit to: HAYWARD, CA					<u>FYTD:</u> \$407,246.63
TENASKA ENERGY, INC	26754	01/06/2020	MOREN0002407002	RENEWABLE ENERGY-MV UTILITY	\$38,660.70
	26819	01/13/2020	MOREN0002409002	RENEWABLE ENERGY-GEOTHERMAL-MV UTILITY	\$42,866.25
	26929	01/27/2020	MOREN0020200123	ELECTRICITY POWER PURCHASE-MV UTILITY	\$333,412.29
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$4,165,282.07
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	26755	01/06/2020	202001	JANUARY 2020 RETIREE MEDICAL BENEFIT BILLING	\$44,947.05
Remit to: TEMECULA, CA					<u>FYTD:</u> \$333,135.43
THINK TOGETHER, INC	26756	01/06/2020	111-19/20-6	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #6	\$596,579.24
	26874	01/21/2020	131-2019/20	ASES KIDS CODE INSTRUCTIONAL PROGRAM - YEAR TWO	\$68,400.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$3,699,106.84
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	26884	01/21/2020	DEC-2019 TUMF	TUMF FEES COLLECTED 12/1-12/31/19-SERVICE COMMERCIAL	\$385,853.52
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,526,143.68
WRCRCA	238406	01/13/2020	DEC-2019 MSHCP	MSHCP FEES COLLECTED FOR DEC. 2019-RESIDENTIAL SINGLE FAMILY	\$80,216.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$790,468.98
WSP USA, INC.	26762	01/06/2020	913946	ON-CALL ENGINEERING/DESIGN SVCS-MORENO MDP LINE F18 & F19	\$32,607.32
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$32,607.32





City of Moreno Valley  
**Payment Register**  
For Period 1/1/2020 through 1/31/2020

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<b>TOTAL AMOUNTS OF \$25,000 OR GREATER</b>					<b>\$6,769,372.11</b>
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Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
A COMING OF AGE FOSTER FAMILY AGENCY	238408	01/13/2020	2001145.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$750.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$750.00
AARVIG AND ASSOCIATES, APC	238370	01/13/2020	34811	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	\$1,093.59
		01/13/2020	34813	LEGAL SERVICES-CLAIM MV1910 (V. GADBERRY)	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$19,666.76
ACCURATE PROPERTY RESTORATION	238539	01/27/2020	BSR19-0069	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: TORRANCE, CA					<u>FYTD:</u> \$1.00
ACOFF, VIVIAN	238357	01/06/2020	R19-142994	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 DOGS	\$150.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$150.00
ADDICTION MEDICINE CONSULTANTS, INC.	26831	01/21/2020	12M20	D.O.T DRUG & ALCOHOL TESTING PROGRAM	\$2,700.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,700.00
ADLERHORST INTERNATIONAL LLC	26764	01/13/2020	104129	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) DEC 2019	\$525.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,994.58
ADMINSURE	26891	01/27/2020	12995	WORKERS' COMP CLAIM ADMIN-FEB 2020	\$2,241.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$17,928.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	26765	01/13/2020	46659	ICE MACHINE REPAIR - ANIMAL SHELTER	\$311.30
		01/13/2020	FINANCE CHARGES	FINANCE CHARGES	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$9,118.68
ADVANCED ELECTRIC	26832	01/21/2020	12620	ELECTRICAL REPAIRS-CITY HALL	\$4,080.00
		01/21/2020	12649	ELECTRICAL REPAIRS-SHADOW MOUNTAIN PARK	
		01/21/2020	12623	ELECTRICAL REPAIRS-CONFERENCE & REC. CENTER	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75,296.00
ALBARRAN, MICHAEL	238464	01/21/2020	MVA020012846	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$57.50
Remit to: LAKE ELSINORE, CA					<b>FYTD:</b> \$57.50
ALDI, INC.	238409	01/13/2020	MVU 7014047-01	SOLAR PBI INCENTIVE REBATE	\$8,775.30
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$106,853.82
ALLIED STORAGE CONTAINERS	238371	01/13/2020	R20013108	20' STORAGE BIN RENTAL 1/1-1/31/20	\$70.04
Remit to: COLTON, CA					<b>FYTD:</b> \$490.28
ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC	26833	01/21/2020	21810-07	MVU ENGINEERING SVCS & SUPPORT-ENERGY EFFICIENT AUDIT	\$1,468.75
Remit to: CARLSBAD, CA					<b>FYTD:</b> \$41,455.82
AM CONSERVATION GROUP INC	238430	01/21/2020	IN0348264	LED SENSOR NIGHTLIGHT W/LOGO-MV UTILITIES	\$1,476.18
Remit to: CHICAGO, IL					<b>FYTD:</b> \$2,828.45
AMAZON.COM SERVICES, INC	238358	01/06/2020	BL#33698 & 36983	REFUND OF OVER-PAYMENT FOR BL#36549	\$6,683.66
Remit to: SEATTLE, WA					<b>FYTD:</b> \$6,683.66

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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AMERICAN CANCER SOCIETY SHARED SERVICE CENTER	238431	01/21/2020	2019 EGC	CONTRIBUTION FROM PROCEEDS OF 2019 EMPLOYEE GIVING CAMPAIGN	\$4,000.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$4,000.00
AMERICAN FORENSIC NURSES	26766	01/13/2020	72883	PHLEBOTOMY SVCS	\$1,155.00
		01/13/2020	72864	PHLEBOTOMY SVCS	
	26892	01/27/2020	72917	PHLEBOTOMY SVCS	\$1,100.00
		01/27/2020	72931	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					<b>FYTD:</b> \$12,720.00
AMTECH ELEVATOR SERVICES	26834	01/21/2020	DVB05046C19	ELEVATOR ROUTINE MAINT-EOC-DEC 2019	\$450.00
		01/21/2020	DVB05046120	ELEVATOR ROUTINE MAINT-EOC-JAN 2020	
		01/21/2020	DVB05046B19	ELEVATOR ROUTINE MAINT-EOC-NOV 2019	
Remit to: PASADENA, CA					<b>FYTD:</b> \$4,515.00
ANIMAL EMERGENCY CLINIC, INC.	26767	01/13/2020	DEC 2019	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$360.00
Remit to: GRAND TERRACE, CA					<b>FYTD:</b> \$4,032.00
ARAMBULA, FERNANDO	238359	01/06/2020	R19-142810	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN JACINTO, CA					<b>FYTD:</b> \$95.00
ARCHITERRA DESIGN GROUP	26835	01/21/2020	26647	COMMUNITY DEMO GARDEN	\$860.00
	26893	01/27/2020	26535	COMMUNITY DEMO GARDEN	\$860.00
Remit to: RANCHO CUCAMONGA, CA					<b>FYTD:</b> \$236,831.09

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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ATEL COMMUNICATIONS.COM	26894	01/27/2020	56435	NEC SOFTWARE SUPPORT	\$2,072.00
		01/27/2020	56383	NEC SOFTWARE SUPPORT	
		01/27/2020	56434	NEC SOFTWARE SUPPORT	
		01/27/2020	56592	NEC SOFTWARE SUPPORT	
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$10,963.60
AVANT GARDE	26768	01/13/2020	5903	CDBG-HABITAT FOR HUMANITY-DEC 2019	\$325.00
		01/13/2020	5902	HOME HABITAT FOR HUMANITY-DEC 2019	
Remit to: POMONA, CA					<u>FYTD:</u> \$10,286.25
AYALA, JOSE	238536	01/27/2020	1/27 - 1/31/20	TRAVEL PER DIEM-NARCOTIC & SPECIALIZED UNIT SUPERVISOR TRAINING	\$319.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$319.50
BARTHA, BRIGITTA	26836	01/21/2020	1/29 - 1/31/20	TRAVEL PER DIEM & MILEAGE-CSMFO 2020 ANNUAL CONFERENCE	\$222.16
Remit to: SUN CITY, CA					<u>FYTD:</u> \$222.16
BENITEZ, DOLORES	238540	01/27/2020	R20-144836	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$108.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$108.00
BERUMEN, ANA	238410	01/13/2020	2001147.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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BIO-TOX LABORATORIES	238373	01/13/2020	39049	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$5,221.00
		01/13/2020	39105	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		01/13/2020	39121	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		01/13/2020	39048	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
	238510	01/27/2020	39258	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$5,545.00
		01/27/2020	39188	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		01/27/2020	39244	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		01/27/2020	39187	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					<b>FYTD: \$39,019.00</b>
BLANCARTE, JAVIER	238541	01/27/2020	BFR19-0063	REFUND ON CANCELLED BUILDING PERMIT-14653 ROSEMARY	\$670.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$670.00</b>
BLUECOSMO	26895	01/27/2020	BU01183956	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					<b>FYTD: \$2,762.00</b>
BMI	238511	01/27/2020	36847897	ANNUAL MUSIC LICENSE FOR 8/1/19-7/31/20	\$1,427.00
Remit to: CINCINNATI, OH					<b>FYTD: \$1,427.00</b>
BMW MOTORCYCLES OF RIVERSIDE	26769	01/13/2020	6023420	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,818.13
	26896	01/27/2020	6023463	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$918.87
		01/27/2020	6023544	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<b>FYTD: \$125,392.93</b>
BOWERS, LESIA	26837	01/21/2020	1/28 - 1/31/20	TRAVEL PER DIEM & MILEAGE-CSMFO ANNUAL CONFERENCE	\$262.03
Remit to: EL MONTE, CA					<b>FYTD: \$262.03</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	238374	01/13/2020	36-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$328.00
		01/13/2020	204-9 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	189-13 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	195-5 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	1088-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	1084-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	1085-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	1086-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	1087-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	45-4 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	331-1 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		01/13/2020	80-4 12/23/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		238432	01/21/2020	721-1 12/23/19	WATER USAGE-TOWNGATE DEC 2019
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,051.11
BRAUN BLAISING SMITH WYNNE, P.C.	238512	01/27/2020	18617	LEGAL SERVICES-MV UTILITY DEC 2019	\$126.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$7,912.99

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRIDGE, KATHRYN	238465	01/21/2020	R19-142441	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: VALLEY CENTER, CA					FYTD: \$75.00
BRIDGEPAY NETWORK SOLUTIONS	26770	01/13/2020	4903	CREDIT CARD GATEWAY SVCS-DEC 2019	\$32.80
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$213.90
BRIGHTVIEW LANDSCAPE SERVICES, INC.	26735	01/06/2020	6558653	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H & LM-02A	\$18,146.89
	26897	01/27/2020	6605121	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H & LM-02A	\$20,454.11
		01/27/2020	6637236	LANDSCAPE MAINT-ZONES D, M & S	
		01/27/2020	6593863	LANDSCAPE MAINT-ZONES D, M & S	
Remit to: PASADENA, CA					FYTD: \$173,059.88
CALDERON, MIGUEL	238411	01/13/2020	R19-141122	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: CORONA, CA					FYTD: \$75.00
CALIFORNIA BUILDING STANDARDS COMMISSION	238513	01/27/2020	4TH QTR 2019	SB 1473 FEES COLLECTED FOR 10/1-12/31/19	\$3,248.10
Remit to: SACRAMENTO, CA					FYTD: \$9,716.40
CALIFORNIA SOUTH ODYSSEY OF THE MIND	238466	01/21/2020	9001	SPONSORSHIP-STATE TOURNAMENT	\$2,000.00
Remit to: KANSAS CITY, MO					FYTD: \$2,000.00
CAMERON-DANIEL, P.C.	26838	01/21/2020	1105	LEGAL SERVICES-MV UTILITY	\$5,390.00
Remit to: ROSEVILLE, CA					FYTD: \$35,835.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CARMAX AGENT	238467	01/21/2020	MVA040018004	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$57.50
Remit to: RICHMOND, VA					<u>FYTD:</u> \$115.00
CARR, SIDNEY	238412	01/13/2020	R19-143170	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
CATHEDRAL OF PRAYER	238468	01/21/2020	2001163.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CEMEX	238343	01/06/2020	9441025116	MIXED CONCRETE MATERIALS	\$795.95
	238433	01/21/2020	9440809480	MIXED CONCRETE MATERIALS	\$2,909.27
		01/21/2020	9440990423	MIXED CONCRETE MATERIALS	
		01/21/2020	9441044382	MIXED CONCRETE MATERIALS	
		01/21/2020	9440716109	MIXED CONCRETE MATERIALS	
		01/21/2020	9440729226	MIXED CONCRETE MATERIALS	
Remit to: PASADENA, CA					<u>FYTD:</u> \$11,629.88
CENTER AGAINST SEXUAL ASSAULT SOUTHWEST RIVERSIDE	26771	01/13/2020	446	SEXUAL ASSAULT RESPONSE SVCS	\$1,400.00
Remit to: HEMET, CA					<u>FYTD:</u> \$3,800.00
CHACKO, JOE	238360	01/06/2020	R19-143955	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$108.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$108.00
CHAMPION YOUTH	238542	01/27/2020	2001168.047	REFUND- YOUTH FIELD RESERVATION VICTORIANO PARK	\$60.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$60.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

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CHANDLER ASSET MANAGEMENT, INC	26772	01/13/2020	1912MORENOVA	INVESTMENT MANAGEMENT SVCS-DEC 2019	\$7,143.46
Remit to: SAN DIEGO, CA					FYTD: \$46,572.94
CHARLES ABBOTT ASSOCIATES, INC	26736	01/06/2020	60373	PLAN CHECK CONSULTING SVCS-KIA DEALERSHIP-PEN19-0047	\$5,576.00
		01/06/2020	60372	PLAN CHECK CONSULTING SVCS-BOULDER RIDGE-PEN18-0109	
		01/06/2020	60433	PLAN CHECK CONSULTING SVCS-BOULDER RIDGE-PEN18-0109	
		01/06/2020	60434	PLAN CHECK CONSULTING SVCS-KIA DEALERSHIP-PEN19-0047	
Remit to: MISSION VIEJO, CA					FYTD: \$186,112.50
CHERRY, JAIME	238469	01/21/2020	R19-143659,695	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$150.00
	238543	01/27/2020	R19-143659	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$225.00
CHRIS BALASINSKI DBA REF UNION	26839	01/21/2020	PST20	REFEREES FOR MV YOUTH LEAGUE PRE-SEASON TOURNAMENT	\$594.00
Remit to: NEWPORT BEACH, CA					FYTD: \$4,457.00
CINTAS FIRST AID & SAFETY	238514	01/27/2020	5015747543	FIRST AID KIT SUPPLIES-CORP YARD OFFICES	\$224.03
		01/27/2020	5015747544	FIRST AID KIT SUPPLIES-CORP YARD WAREHOUSE	
		01/27/2020	5015747549	FIRST AID KIT SUPPLIES-COTTONWOOD GOLF COURSE	
		01/27/2020	5015747545	FIRST AID KIT SUPPLIES-CORP YARD MECHANIC	
		01/27/2020	5015747546	FIRST AID KIT SUPPLIES-CORP YARD SIGN SIGNAL	
		01/27/2020	5015747551	FIRST AID KIT SUPPLIES-ANIMAL SHELTER	
Remit to: CINCINNATI, OH					FYTD: \$1,645.12

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CIVIC SOLUTIONS, INC	26774	01/13/2020	88649	PLANNING ENTITLEMENT AND PLAN CHECK SVC-DEC 2019	\$7,562.50
	26840	01/21/2020	113019	PLANNING ENTITLEMENT AND PLAN CHECK SVCS-NOV 2019	\$13,024.02
	26898	01/27/2020	123119	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$6,315.78
Remit to: MISSION VIEJO, CA					<b>FYTD:</b> \$68,496.41
COLONIAL SUPPLEMENTAL INSURANCE	238375	01/13/2020	7133069-0101335	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,841.82
Remit to: COLUMBIA, SC					<b>FYTD:</b> \$47,964.36
COMPETITIVE ASPHALT COATINGS, INC	238544	01/27/2020	BL#21123-YR2020	REFUND OF OVER-PAYMENT FOR BL#21123	\$82.64
Remit to: HIGHLAND, CA					<b>FYTD:</b> \$82.64
COMPULINK MANAGEMENT CENTER, INC. - DBA LASERFICHE	26900	01/27/2020	4012	LASERFICHE IMPLEMENTATION-12/22/19-01/4/2020	\$170.10
Remit to: LONG BEACH, CA					<b>FYTD:</b> \$235,082.28
CORODATA MEDIA STORAGE INC.	26775	01/13/2020	DS1291442	OFF-SITE MEDIA STORAGE-DEC 2019	\$466.07
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$3,136.50
CORTES, MELISSA	238506	01/21/2020	1/29 - 1/31/20	TRAVEL PER DIEM & MILEAGE-CSMFO 2020 ANNUAL CONFERENCE	\$222.16
Remit to: HEMET, CA					<b>FYTD:</b> \$222.16
COSTAR REALTY INFORMATION, INC	238434	01/21/2020	110511341-1	COMMERCIAL REAL ESTATE DATABASE SVC-JAN 2020	\$1,500.62
Remit to: BALTIMORE, MD					<b>FYTD:</b> \$10,504.34

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
COUNSELING TEAM, THE	238344	01/06/2020	74126	CONSULTING SVCS-TECH SVCS-12/10/2019	\$1,985.00
	238376	01/13/2020	75132	CONSULTING SVCS-H.R.-10/22/2019	\$700.00
	238435	01/21/2020	75285	EMPLOYEE ASSISTANCE PROGRAM-DEC 2019	\$1,250.00
Remit to: SAN BERNARDINO, CA					<b>FYTD:</b> \$11,435.00
COUNTRY SQUIRE ESTATES	238345	01/06/2020	NOV-DEC 2019	REFUND FOR UUT NOV-DEC 2019	\$22.53
Remit to: ONTARIO, CA					<b>FYTD:</b> \$180.25
COUNTY OF RIVERSIDE	26776	01/13/2020	IT0000003626	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	238515	01/27/2020	19-357544	RECORDATION-DOCUMENT	\$257.00
		01/27/2020	19-390048	RECORDATION-DOCUMENT	
		01/27/2020	19-338079	RECORDATION-DOCUMENT #2019-0427617	
		01/27/2020	19-273552	RECORDATION-DOCUMENT #2019-0337932, 0341752, 53 & 54	
	238516	01/27/2020	PU0000004894	FUEL FOR CITY VEHICLE	\$23.56
	238517	01/27/2020	2857	REGISTERED VOTERS CONFIRMATION-CFD NO. 1/ANNEX NO. 2019-51	\$227.50
		01/27/2020	2825A	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 39	
		01/27/2020	2853	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 41	
		01/27/2020	2852	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 40	
		01/27/2020	2820	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 40	
		01/27/2020	2844	REGISTERED VOTERS CONFIRMATION-CFD NO. 1/ANNEX NO. 2019-50	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$303,864.58

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CRIME SCENE STERI-CLEAN, LLC	26777	01/13/2020	40317	BIO HAZARD REMOVAL SERVICE	\$400.00
		01/13/2020	40302	BIO HAZARD REMOVAL SERVICE	
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$7,000.00
CSAC EIA	238377	01/13/2020	20900292	INSURANCE CERTIFICATE MANAGEMENT TRAINING	\$3,036.00
		01/13/2020	19900191	INSURANCE CERTIFICATE MANAGEMENT TRAINING	
		01/13/2020	19900166	INSURANCE CERTIFICATE MANAGEMENT TRAINING	
Remit to: FOLSOM, CA					<u>FYTD:</u> \$239,069.50
CSG CONSULTANTS, INC.	26737	01/06/2020	F190687	FIRE PLAN REVIEW SVCS-NOV 2019	\$385.00
		01/13/2020	B191476	PLAN CHECK SVCS-NOV 2019	
		01/13/2020	B191193	PLAN CHECK SVCS-SEPT 2019	
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$56,812.50
CUFF, STEPHANIE CERVANTES	26841	01/21/2020	1/28 - 1/31/20	TRAVEL PER DIEM & MILEAGE-CSMFO 2020 ANNUAL CONFERENCE	\$238.66
Remit to: PERRIS, CA					<u>FYTD:</u> \$238.66
D&D SERVICES DBA D&D DISPOSAL, INC.	238378	01/13/2020	100620	DECEASED ANIMAL REMOVAL-DEC 2019	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$5,215.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

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DATA TICKET, INC.	26738	01/06/2020	108291	ADMIN CITATION PROCESSING-ANIMAL SVCS-NOV 2019	\$314.27
		01/06/2020	108291TPC	THIRD PARTY COLLECTIONS-ANIMAL SVCS-NOV 2019	
	26779	01/13/2020	108294	ADMIN CITATION PROCESSING-PD-NOV 2019	\$13,928.16
		01/13/2020	108293TPC	THIRD PARTY COLLECTIONS-CODE-NOV 2019	
		01/13/2020	108292	ADMIN CITATION PROCESSING-BLDG & SAFETY-NOV 19	
		01/13/2020	107929HH	PARKING HANDHELD DEVICES LEASE, AIR TIME-CODE-NOV 2019	
		01/13/2020	108293	ADMIN CITATION PROCESSING-CODE- NOV 2019	
		01/13/2020	107929	PARKING CITATION PROCESSING-CODE-NOV 2019	
	01/13/2020	107104	ADMIN CITATION PROCESSING-NPDES- OCT 2019		
	26902	01/27/2020	109083	ADMIN CITATION PROCESSING-PD-DEC 2019	\$308.00
Remit to: IRVINE, CA					<b>FYTD:</b> \$139,790.97
DDL TRAFFIC INC.	26842	01/21/2020	6794	OPTICOM TRAFFIC SIGNAL EQUIPMENT	\$3,070.88
Remit to: CHINO HILLS, CA					<b>FYTD:</b> \$3,070.88
DELTA DENTAL OF CALIFORNIA	26780	01/13/2020	BE003732461	EMPLOYEE DENTAL INSURANCE-PPO	\$15,679.45
Remit to: SAN FRANCISCO, CA					<b>FYTD:</b> \$93,730.69
DELTACARE USA	26781	01/13/2020	BE003733252	EMPLOYEE DENTAL INSURANCE-HMO	\$4,735.52
Remit to: DALLAS, TX					<b>FYTD:</b> \$43,988.00
DEPARTMENT OF CONSERVATION	238518	01/27/2020	4TH QTR 2019	SMI FEES REPORT-4TH QTR ENDING 12/31/19	\$12,329.29
Remit to: SACRAMENTO, CA					<b>FYTD:</b> \$28,571.71
DEPARTMENT OF ENVIRONMENTAL HEALTH	238346	01/06/2020	IN0368950	ENVIRONMENTAL HEALTH PERMIT-ABOVE GROUND STORAGE TANK-CITY YARD	\$1,714.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$20,465.28

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DIMAS, JIMMY	238470	01/21/2020	R19-143586	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
DISH DBS CORPORATION	238438	01/21/2020	86557282/JAN20	SATELLITE TV-FIRE STATION 99-12/31/19-1/30/20	\$101.73
Remit to: PALATINE, IL					<u>FYTD:</u> \$768.45
DIVISION OF THE STATE ARCHITECT	238379	01/13/2020	4TH QTR 2019-796	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT 796	\$618.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,128.50
DUANE BROBERG	26739	01/06/2020	035	JAZZ BAND PERFORMANCE FOR HOLIDAY TREE LIGHTING EVENT	\$450.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$450.00
E.R. BLOCK PLUMBING & HEATING, INC.	26740	01/06/2020	130295	BACKFLOW DEVICE TEST-ZONE 2	\$1,658.76
		01/06/2020	130292	BACKFLOW DEVICE TEST-ZONE D	
		01/06/2020	130294	BACKFLOW DEVICE TEST-ZONE E-7	
		01/06/2020	130293	BACKFLOW DEVICE TEST-ZONE E-7	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$20,041.54
EAGLE PUMP SERVICES, INC.	26741	01/06/2020	17021731-2	LANDSCAPE MAINT-ZONES D, 01, 04, 06 & M	\$4,697.10
		01/06/2020	17021703-2	LANDSCAPE MAINT-ZONES D, 01, 04, 05, 06, M, NPDES, 09 & 02A	
Remit to: CHINO, CA					<u>FYTD:</u> \$8,557.16
EASTER SEALS OF SOUTHERN CA, INC	238413	01/13/2020	2001144.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$100.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$100.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	238347	01/06/2020	DEC-19 1/06/20	WATER CHARGES	\$2,172.43
	238355	01/06/2020	01022020_EMWD	PLAN REVIEW DEPOSIT-SR 60/MORENO BEACH DR LANDSCAPE	\$500.00
	238439	01/21/2020	DEC-19 1/21/20	WATER CHARGES	\$829.85
Remit to: LOS ANGELES, CA					<b>FYTD: \$1,371,250.71</b>
EMERGENT BATTERY TECHNOLOGIES, INC.	26782	01/13/2020	35923	REPLACEMENT BATTERIES (4) FOR BATTERY BACKUP SYSTEMS	\$107.75
Remit to: ANAHEIM, CA					<b>FYTD: \$11,307.55</b>
EMPIRE MOWER	238348	01/06/2020	4879	TREE TRIMMING EQUIPMENT PARTS	\$107.73
	238440	01/21/2020	3925	TREE TRIMMING EQUIPMENT REPAIR	\$1,285.84
		01/21/2020	4208	TREE TRIMMING EQUIPMENT REPAIR	
		01/21/2020	4136	TREE TRIMMING EQUIPMENT PARTS	
		01/21/2020	3926	TREE TRIMMING EQUIPMENT REPAIR	
		01/21/2020	4506	TREE TRIMMING EQUIPMENT PARTS	
		01/21/2020	4209	TREE TRIMMING EQUIPMENT REPAIR	
		01/21/2020	4440	TREE TRIMMING EQUIPMENT REPAIR	
Remit to: MORENO VALLEY, CA					<b>FYTD: \$3,426.39</b>
ENCO UTILITY SERVICES MORENO VALLEY LLC	26843	01/21/2020	0402-MF-02348	SOLAR SYSTEM INSPECTION	\$8,517.00
		01/21/2020	0402-MF-02349	SOLAR SYSTEM INSPECTION	
		01/21/2020	MFP-2019-43838	METER FEES-REGULAR	
		01/21/2020	MFT-2019-43838	METER FEES-TEMPORARY	
	26903	01/27/2020	40-405A-09	WA# 40-405A-MORENO BEACH DR BRIDGE CROSSING	\$1,626.68
Remit to: ANAHEIM, CA					<b>FYTD: \$3,428,230.02</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EYERMAN, MARSHALL	26844	01/21/2020	1/28 - 1/31/20	TRAVEL PER DIEM-CSMFO 2020 ANNUAL CONFERENCE	\$206.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$778.86
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	26845	01/21/2020	JULY-19 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$13,058.06
		01/21/2020	SEPT-19 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
		01/21/2020	SEPT-19 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
		01/21/2020	AUG-19 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
		01/21/2020	JULY-19 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
		01/21/2020	AUG-19 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$26,024.51
FAR EAST INTERNATIONAL, LP	238361	01/06/2020	BL#36549-YR2020	REFUND OF OVER-PAYMENT FOR BL#36549	\$65.00
Remit to: LAGUNA NIGUEL, CA					<u>FYTD:</u> \$65.00
FIGUEROA, JULIAN	238362	01/06/2020	R19-143753	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
FIRST AMERICAN DATA TREE, LLC	238380	01/13/2020	20027761219	ONLINE SOFTWARE SUBSCRIPTION-DEC 2019	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$693.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FIRST CHOICE SERVICES	26904	01/27/2020	663466	WATER PURIF UNIT RENTAL-FIRE STATION 2	\$527.85
		01/27/2020	663464	WATER PURIF UNIT RENTAL-CITY YARD	
		01/27/2020	663459	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		01/27/2020	663465	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		01/27/2020	663463	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		01/27/2020	663460	WATER PURIF UNIT RENTAL-ANNEX 1	
		01/27/2020	663472	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		01/27/2020	663467	WATER PURIF UNIT RENTAL-FIRE STATION 6	
		01/27/2020	663462	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		01/27/2020	663475	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		01/27/2020	663476	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		01/27/2020	663461	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		01/27/2020	663473	WATER PURIF UNIT RENTAL-LIBRARY	
		01/27/2020	663471	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		01/27/2020	663470	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		01/27/2020	663468	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		01/27/2020	663474	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		01/27/2020	663469	WATER PURIF UNIT RENTAL-FIRE STATION 58	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$4,222.80
FISIUKAVA, JESSICA	238414	01/13/2020	R20-144190	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$35.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$35.00
FORM PRINT COMPANY FPC GRAPHICS	238381	01/13/2020	93562	ANIMAL SHELTER NOTICE OF CITATIONS (5,000)	\$737.28
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,473.56

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

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FRANCE PUBLICATIONS, INC.	26905	01/27/2020	2019-2351	BOOTH SPONSOR-FEB 2020	\$3,700.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$23,550.00
FRANKLIN, L. C.	26846	01/21/2020	DEC-2019	MILEAGE REIMBURSEMENT	\$197.20
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,104.32
FRED'S GLASS & MIRROR, INC.	238441	01/21/2020	15289	WINDOW REPAIR-TOWNGATE	\$360.98
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,738.69
FREEDOM FOREVER LLC	238471	01/21/2020	BON19-1127	REFUND ON CANCELLED BUILDING PERMIT-25876 BRODIAEA	\$262.16
Remit to: TEMECULA, CA					<u>FYTD:</u> \$1,169.52
FRIENDS OF THE MORENO VALLEY SENIOR CENTER	26786	01/13/2020	11-2019	SENIOR MOVAN PROGRAM-CDBG REIMBURSEMENT	\$9,986.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$53,016.00
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	26847	01/21/2020	7002Z183-S-20005	BACKBONE COMMUNICATIONS SERVICE 1/5-2/4/20	\$3,148.71
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$23,218.97
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	238442	01/21/2020	082109-5/JAN20	PHONE SVC FOR ERC 1/04-2/03/20	\$614.35
	238520	01/27/2020	081095-5/JAN20	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.60
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$4,358.56

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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FUEL PROS, INC	26787	01/13/2020	0000046964	FUEL TANK REPAIR-FIRE STATION 65	\$1,230.80
	26848	01/21/2020	0000046367	FUEL TANK REPAIR-FIRE STATION 48	\$694.08
Remit to: CHINO, CA					<b>FYTD:</b> \$10,040.40
G/M BUSINESS INTERIORS, INC.	26788	01/13/2020	0257469-IN	FILE CABINETS-CONF & REC. CTR.	\$623.46
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$77,163.00
GALLEGOS, TINA M.	238382	01/13/2020	SPRING 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$630.53
Remit to: PERRIS, CA					<b>FYTD:</b> \$630.53
GARDE, MARIA	238363	01/06/2020	R19-142551	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$95.00
GARZA, RITA	238472	01/21/2020	R19-143540	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$75.00
GHD INCORPORATED	26849	01/21/2020	114812-2	SPEED ZONE CERTIFICATIONS	\$2,384.99
		01/21/2020	122447	SPEED ZONE CERTIFICATIONS	
Remit to: PASADENA, CA					<b>FYTD:</b> \$9,073.32
GLOBAL AUTOMATION SERVICES, INC.	238521	01/27/2020	36210	AC REPAIR-PUBLIC SAFETY BUILDING	\$3,262.80
Remit to: YUCAIPA, CA					<b>FYTD:</b> \$18,397.00
GOLLAZ, SANDRA	238473	01/21/2020	MVA050012421	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$62.00
Remit to: SURPRISE, AZ					<b>FYTD:</b> \$62.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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GONG ENTERPRISES, INC.	26742	01/06/2020	7934	PLAN CHECK SVCS-SEWER/WATER IMPROVEMENT PLANS-PARCEL MAP 37189	\$23,962.50	
		01/06/2020	7928	PLAN CHECK SVCS-TRACT 31517		
		01/06/2020	7937	PLAN CHECK SVCS-PARCEL MAP 37514-STREET/SD		
		01/06/2020	7929	PLAN CHECK SVCS-STREET/LOCAL STORM DRAIN-TRACT 31517		
		01/06/2020	7935	PLAN CHECK SVCS-STORM DRAIN/ROUGH GRADING PLANS		
		01/06/2020	7932	PLAN CHECK SVCS-SEWER/WATER IMPROVEMENT-TRACT 31517		
		01/06/2020	7931	PLAN CHECK SVCS-STORM DRAIN PLAN-TRACT 31517		
		01/06/2020	7930	PLAN CHECK SVCS-DRAINAGE REPORT-TRACT 31517		
		01/06/2020	7927	PLAN CHECK SVCS-ROUGH GRADING-TRACT 31577		
		01/06/2020	7933	PLAN CHECK SVCS-PRECISE GRADING PLANS-PARCEL MAP 37189/PEN16-013		
		01/06/2020	7936	PLAN CHECK SVCS-DRAINAGE REPORT-PM 37189		
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$26,662.50	
GONZALEZ, JENNIFER	238545	01/27/2020	R20-144832,831	ANIMAL SERVICES REFUND-OVER PAYMENT ON 2 DOG LICENSES	\$78.00	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$78.00	
GRAVES & KING, LLP	26743	01/06/2020	1911-0010166-02	LEGAL SERVICES-CLAIM MV 0010166 (INRI TOWING)	\$3,278.00	
		26850	01/21/2020	1911-0010107-02	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	\$6,713.69
		01/21/2020	1911-0010227-01	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)		
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$111,307.20	
GREENTECH LANDSCAPE, INC.	26789	01/13/2020	47105	LANDSCAPE MAINT-PARKS	\$11,593.00	
		26851	01/21/2020	46908	LANDSCAPE MAINT-PARKS	\$23,813.72
		01/21/2020	46550	LANDSCAPE MAINT-PARKS		
		01/21/2020	46617-2	LANDSCAPE MAINT-ZONES 08 & E7		
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$138,894.89	

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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GRID ALTERNATIVES	238508	01/21/2020	ARI0006176	CDBG 18/19 SOLAR ENERGY ASSISTANCE PROGRAM-AUG/SEPT 2019	\$7,139.46
Remit to: OAKLAND, CA					<b>FYTD:</b> \$37,279.55
HABITAT RESTORATION SCIENCES, INC	26792	01/13/2020	10597	DETENTION BASIN MAINT SVC-NOV 2019	\$1,874.00
Remit to: VISTA, CA					<b>FYTD:</b> \$16,893.00
HALLE PROPERTIES, LLC	238546	01/27/2020	116538	REFUND-GRADING AND EROSION CONTROL SECURITY DEPOSIT	\$10,850.00
Remit to: SCOTTSDALE, AZ					<b>FYTD:</b> \$10,850.00
HARRIS & ASSOCIATES	238349	01/06/2020 01/06/2020	42808 42721	AUDIT ASSESSMENT ENGINEERING-FY 19/20 AUDIT ASSESSMENT ENGINEERING SVCS-FY 19/20	\$4,000.00
Remit to: CONCORD, CA					<b>FYTD:</b> \$4,000.00
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	26793	01/13/2020	92228	HVAC REPAIR - ANIMAL SHELTER	\$11,106.86
		01/13/2020	92267	HVAC REPAIR - ANIMAL SHELTER	
		01/13/2020	92287	HVAC REPAIR - CONFERENCE & RECREATION CENTER	
		01/13/2020	92229	HVAC REPAIR - ANIMAL SHELTER	
		01/13/2020	92060	HVAC REPAIR - PUBLIC SAFETY BUILDING	
		01/13/2020	92280	HVAC REPAIR - SENIOR CENTER	
		01/13/2020	92062	HVAC REPAIR - EMERGENCY OPERATION CENTER	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$44,652.87
HDL SOFTWARE LLC	238383	01/13/2020	0015374-IN	BUSINESS LICENSE SOFTWARE-CANNABIS	\$4,500.00
Remit to: BREDA, CA					<b>FYTD:</b> \$21,914.89

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HEALD, DENA	26852	01/21/2020	1/29 - 1/31/20	TRAVEL PER DIEM-CSMFO 2020 ANNUAL CONFERENCE	\$165.00
Remit to: CORONA, CA					<u>FYTD:</u> \$165.00
HEARTBEAT OF GOD ASSEMBLY	238474	01/21/2020	2001149.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
HERNANDEZ FAMILY CHILD CARE	238547	01/27/2020	BL#27731-YR2020	REFUND OF OVER-PAYMENT FOR BL#27731	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
HILLTOP GEOTECHNICAL, INC.	26794	01/13/2020	17138	CITYWIDE PAVEMENT REHAB PROGRAM (FY18-19), CONSULTING SERVICES	\$14,892.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$33,715.00
HLP, INC.	26744	01/06/2020	17291	WEB LICENSE MONTHLY SVC FEE	\$63.00
Remit to: LITTLETON, CO					<u>FYTD:</u> \$32,166.65
HOUSE OF PRAISE ENTERPRISES COMMUNITY DEVELOPMENT	26907	01/27/2020	1001	HOPE SUMMER ACADEMY PROGRAM FY 19/20	\$10,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,880.00
HR GREEN PACIFIC INC.	26746	01/06/2020	131518	PLAN CHECK SVCS-PEN19-0007/PEN16-0123	\$5,147.50
	26795	01/13/2020	130754	PLAN CHECK SVCS-OCT 2019	\$9,443.75
		01/13/2020	131399	PLAN CHECK SVCS-NOV 2019	
	26908	01/27/2020	131978	PLAN CHECK SVCS-SEPT 2019	\$13,891.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$163,749.00
HUGHES NETWORK SYSTEMS, LLC	238443	01/21/2020	B1-353172702	INTERNET SVCS 12/30/19-1/30/20	\$92.34
Remit to: CHICAGO, IL					<u>FYTD:</u> \$646.38

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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HYLAND SOFTWARE, INC./ FORMERLY SIRE TECHNOLOGIES	26909	01/27/2020	LE01-134287	SIRE SOFTWARE QTRLY MAINT 2/1/20-4/30/20	\$6,270.25
Remit to: WESTLAKE, OH					<b>FYTD:</b> \$18,445.47
INLAND EMPIRE PROPERTY SERVICE, INC	26853	01/21/2020	19142	WEED ABATEMENT SVCS-APN 291-191-007-013, 025-029	\$1,785.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$174,322.74
INLAND OVERHEAD DOOR COMPANY	26796	01/13/2020	43742	GATE PREVENTATIVE MAINTENANCE-ANIMAL SHELTER	\$218.50
		01/13/2020	44295	ROLL UP DOOR REPAIR-FIRE STATION 48	
	26854	01/21/2020	43735	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#2	\$3,207.00
		01/21/2020	43743	PREVENTATIVE MAINTENANCE DOOR & GATES - SANTIAGO CITY YARD	
		01/21/2020	43731	PREVENTATIVE MAINTENANCE DOOR & GATES - CITY YARD	
		01/21/2020	43732	PREVENTATIVE MAINTENANCE DOOR - ANNEX 1	
		01/21/2020	43733	PREVENTATIVE MAINTENANCE GATES - UTILITY FIELD OFFICE	
		01/21/2020	43737	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#48	
		01/21/2020	43738	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#58	
		01/21/2020	43741	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#99	
		01/21/2020	43739	PREVENTATIVE MAINTENANCE DOOR - FIRE STATION#65	
		01/21/2020	43740	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#91	
		01/21/2020	43736	PREVENTATIVE MAINTENANCE DOOR & GATES - FIRE STATION#6	
Remit to: COLTON, CA					<b>FYTD:</b> \$23,368.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
INTER-CITY ENERGY SYSTEMS	238475	01/21/2020	BOM19-0329	REFUND ON CANCELLED BUILDING PERMIT-15761 CAYMAN CIR	\$191.20
Remit to: ONTARIO, CA					<u>FYTD:</u> \$191.20
INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	238444	01/21/2020	MV2016-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV1836 (L. MA)	\$1,544.37
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$1,544.37
INTERNATIONAL FOURSQUARE CHURCH	238476	01/21/2020	2001158.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
IRIS PARTNERS, LLC	26910	01/27/2020	MARCH 2020	LEASE PAYMENT-LIBRARY-MARCH 2020	\$21,517.02
		01/27/2020	SECURITY DEPOSIT	SECURITY DEPOSIT-IRIS PLAZA	
Remit to: UPLAND, CA					<u>FYTD:</u> \$21,517.02
J D F CONSTRUCTION INC	238477	01/21/2020	BOR19-0247	REFUND ON CANCELLED BUILDING PERMIT-25304 JACLYN AVE	\$131.52
Remit to: BREA, CA					<u>FYTD:</u> \$131.52
JAIME, LARRY	238522	01/27/2020	FALL 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$997.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$997.00
JOHNSON , TRACY	26911	01/27/2020	JAN-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$248.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,846.80
JTB SUPPLY CO., INC.	26797	01/13/2020	106751	BATTERY BACKUP SERVICE	\$985.91
Remit to: ORANGE, CA					<u>FYTD:</u> \$57,272.58

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
JUENGEL, JAIME L.	26912	01/27/2020	2/2 - 2/3/20	TRAVEL PER DIEM-CHEMICAL IMMOBILIZATION TRAINING & CERTIFICATION	\$99.00
Remit to: SUGARLOAF, CA					<u>FYTD:</u> \$99.00
JURADO, IRENE	238478	01/21/2020	R19-141493	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
KAUR, JASPREET	238548	01/27/2020	R19-143342	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: VAN NUYS, CA					<u>FYTD:</u> \$75.00
KNATT, ALVERIA	238364	01/06/2020	R19-142316	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: APPLE VALLEY, CA					<u>FYTD:</u> \$95.00
KODOR, OMAR	238479	01/21/2020	R19-141409	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	26747	01/06/2020	34517876-C1	COPIER LEASE-CITY WIDE	\$9,665.10
	26798	01/13/2020	34670119	COPIER USAGE-CITY CLERK	\$1,399.02
	26799	01/13/2020	9006387976	COPIER USAGE-DECEMBER 2019	\$1,024.97
Remit to: PASADENA, CA					<u>FYTD:</u> \$58,003.09
KUSTOM SIGNALS, INC.	26913	01/27/2020	570445	RADAR/LASER MAINT & REPAIR	\$616.18
Remit to: CHICAGO, IL					<u>FYTD:</u> \$951.96
LACSON, HELEN F	238480	01/21/2020	CK NO. 226330	REISSUE ESCHEATED CHECK	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LANDSCAPE DEVELOPMENT, INC	238549	01/27/2020	BL#09788-YR2020	REFUND OF OVER-PAYMENT FOR BL#09788	\$65.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$65.00
LEADING EDGE LEARNING CENTER	238523	01/27/2020	JAN-2020	INSTRUCTOR SERVICES-MATH & READING/WRITING CLASSES	\$224.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,296.70
LEE, JERI	238524	01/27/2020	JAN-2020	INSTRUCTOR SERVICES-ADAPTIVE ZUMBA CLASS	\$92.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$700.80
LEIVAS, INC. DBA. LEIVAS LIGHTING	26855	01/21/2020	1010227	LANDSCAPE LIGHTING MAINT-NOV 2019-ZONES M, E-7, 01, 02 & 03	\$2,661.00
		01/21/2020	1010228	LANDSCAPE LIGHTING MAINT-DEC 2019-ZONES M, E-7, 01, 02 & 03	
		01/21/2020	1010224	LANDSCAPE LIGHTING MAINT-AUG 2019-ZONES M, E-7, 01,02, & 03	
		01/21/2020	1010225	LANDSCAPE LIGHTING MAINT-SEPT 2019-ZONES M, E-7, 01, 02 & 03	
		01/21/2020	1010226	LANDSCAPE LIGHTING MAINT-OCT 2019-ZONES M, E-7, 01, 02 & 03	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$51,377.77
LENNAR HOMES OF CALIFORNIA INC	238415	01/13/2020	TR 32515-WALLS	REFUND ON CANCELLED BUILDING PERMITS	\$1,966.32
Remit to: CORONA, CA					<u>FYTD:</u> \$1,966.32
LERMA, DEBORAH	238416	01/13/2020	R19-143021	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$95.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	26748	01/06/2020	87474975	LOCAL/LONG DISTANCE CALLS 12/17/19-1/16/20	\$5,383.53
	26914	01/06/2020	87474975a	INTERNET & DATA SVCS 12/17/19-1/16/20	\$5,357.05
		01/27/2020	88501746a	INTERNET & DATA SVCS 1/17-2/16/20	
		01/27/2020	88501746	LOCAL/LONG DISTANCE CALLS 1/17-2/16/20	
Remit to: BROOMFIELD, CO					<b>FYTD:</b> \$43,521.56
LILLY, ANA	26801	01/13/2020	00064	GRAPHIC/WEB DESIGN 12/15-12/28/19	\$1,976.49
		01/13/2020	00063	GRAPHIC/WEB DESIGN 12/01-12/14/19	
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$12,646.73
LIU, BARRY	238550	01/27/2020	BSR19-0065	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: ARCADIA, CA					<b>FYTD:</b> \$1.00
LYONS SECURITY SERVICE, INC.	26857	01/21/2020	27618	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENTS-DEC 2019	\$1,374.07
		01/21/2020	27619	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-DEC 2019	
		01/21/2020	27622	SECURITY GUARD SVCS-TOWNGATE COMM CTR-DEC 2019	
	26915	01/27/2020	27617	SECURITY GUARD SVCS-CONF & REC CTR-DEC 2019	\$5,674.30
Remit to: ANAHEIM, CA					<b>FYTD:</b> \$103,408.42
MACADEE ELECTRICAL CONSTRUCTION, INC.	26802	01/13/2020	4917	EMERGENCY TRAFFIC SIGNAL REPAIR SERVICES	\$4,128.00
Remit to: CHINO, CA					<b>FYTD:</b> \$4,128.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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MALCOLM SMITH MOTORCYCLES, INC.	26858	01/21/2020	5149559	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	\$333.77
Remit to: RIVERSIDE, CA					<b>FYTD: \$1,539.22</b>
MARCH FIELD FOUNDATION	238537	01/27/2020	MARCH20-SPONSOR	MARB 2020 AIR & SPACE EXPO	\$7,500.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$7,500.00</b>
MARCH JOINT POWERS AUTHORITY	238365	01/06/2020	P19-000-018	TEMPORARY USE PERMIT APPLICATION SUBMITTAL FOR 5K EVENT-3/7/2020	\$226.00
	238385	01/13/2020	49201	GAS CHARGES-M.A.R.B. BUILDING 938-NOV19	\$49.09
		01/13/2020	49198	GAS CHARGES-M.A.R.B. BUILDING 823-NOV19	
Remit to: RIVERSIDE, CA					<b>FYTD: \$549.99</b>
MARIPOSA LANDSCAPES, INC.	26749	01/06/2020	86939	LANDSCAPE MAINT.-SD LMD ZONE 02-NOV. 2019	\$9,685.39
	26859	01/21/2020	87313	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-DEC19	\$686.04
		01/21/2020	87319	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-DEC19	
		01/21/2020	87309	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-DEC19	
Remit to: IRWINDALE, CA					<b>FYTD: \$274,881.06</b>
MARTINEZ, BRENDA	238481	01/21/2020	R19-142161	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$75.00</b>
MATARIYEH, HANI	238482	01/21/2020	MVA040017440	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$47.50
Remit to: MORENO VALLEY, CA					<b>FYTD: \$47.50</b>
MAUREEN KANE & ASSOCIATES, INC.	238407	01/13/2020	R BRYANT 3/10-13	REGISTRATION FOR TTC SERIES 300-UCR EXTENSION 3/10-3/11/20	\$1,550.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$1,550.00</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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MBIA MUNISERVICES COMPANY	26860	01/21/2020	INV06-007579	CAFR STATISTICAL REPORT - NOV. 2019	\$1,700.00
Remit to: BIRMINGHAM, AL					<u>FYTD:</u> \$1,700.00
MCCAIN TRAFFIC SUPPLY	238445	01/21/2020	INV0246353	TRAFFIC SIGNAL EQUIPMENT	\$5,613.77
		01/21/2020	INV0245946	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					<u>FYTD:</u> \$447,904.07
MCCLAIN, MELISSA	26916	01/27/2020	10/3 - 12/10/19	MILEAGE REIMBURSEMENT FOR BUSINESS MEETINGS, TRAINING, & EVENTS	\$737.76
Remit to: APPLE VALLEY, CA					<u>FYTD:</u> \$3,532.71
MCKINNEY, BROOKE	26861	01/21/2020	1/28 - 1/31/20	TRAVEL PER DIEM-CSMFO 2020 ANNUAL CONFERENCE	\$206.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$918.97
MENGISTU, YESHIALEM	26862	01/21/2020	DEC-2019	MILEAGE REIMBURSEMENT	\$136.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$797.50
MERCHANTS BUILDING MAINTENANCE, LLC.	26863	01/21/2020	555949	SPECIAL CLEANINGS FOR NOV 2019 EVENT RENTALS-CONF. & REC. CENTER	\$3,215.00
		01/21/2020	555950	SPECIAL CLEANINGS FOR NOV 2019 EVENT RENTALS-COTTONWOOD GOLF CTR	
		01/21/2020	555951	SPECIAL CLEANINGS FOR NOV 2019 EVENT RENTALS-TOWNGATE COMM. CTR.	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$158,476.32
MILLER, MARC	238417	01/13/2020	R20-144195	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

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MOHAN, BRIAN	26864	01/21/2020	1/28 - 1/31/20	TRAVEL PER DIEM-CSMFO 2020 ANNUAL CONFERENCE	\$231.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$231.00
MONTGOMERY PLUMBING INC	238386	01/13/2020	1-2-20	EMERGENCY PLUMBING REPAIRS-LIBRARY	\$3,900.00
		01/13/2020	010120	EMERGENCY PLUMBING REPAIRS-LIBRARY	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32,315.00
MORENO VALLEY CHAMBER OF COMMERCE	238387	01/13/2020	6844	WAKE-UP MV MEETING ATTENDANCE-12/18/19	\$40.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,053.50
MORENO VALLEY MALL HOLDING, LLC	26918	01/27/2020	FEB. 2020 RENT	FEBRUARY 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$48,121.78
MORENO VALLEY TOW & RADIATOR	238446	01/21/2020	19-09171	EVIDENCE TOWING FOR PD	\$218.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,053.00
MORENO VALLEY UNIFIED SCHOOL DISTRICT	238350	01/06/2020	INV20-00100	VISUAL AND PERFORMING ARTS PROGRAM	\$5,000.00
	238483	01/21/2020	2001155.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,585.00
MORRELL ELECTRIC	238551	01/27/2020	BOE19-0454	REFUND ON CANCELLED BUILDING PERMIT-22450 NARANJA ST	\$191.52
Remit to: HEMET, CA					<u>FYTD:</u> \$191.52
MOSS BROS BUICK - GMC	238538	01/27/2020	JANUARY 2020	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$1,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,000.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MOSS BROS CHRYSLER, JEEP, DODGE MORENO VALLEY	26886	01/21/2020	DECEMBER 2019	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$3,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,000.00
MOSS BROS HONDA, INC.	238563	01/27/2020	JANUARY 2020	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$2,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,000.00
MOSS BROS. CHEVROLET	238463	01/21/2020	DECEMBER 2019	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$4,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,000.00
MOTOPOST USA	238447	01/21/2020	148282	UNIFORM ITEMS FOR PD TRAFFIC OFFICERS	\$1,799.85
Remit to: SAN MARCOS, CA					<u>FYTD:</u> \$2,124.07
MSA INLAND EMPIRE/DESERT CHAPTER	238448	01/21/2020	DURFEE-2020	2020 MEMBERSHIP DUES FOR BRIAN DURFEE - AGENCY MEMBER	\$150.00
		01/21/2020	MATTOX-2020	2020 MEMBERSHIP DUES FOR JOSEPH MATTOX - ADDTL. MEMBER	
		01/21/2020	F GONZALES-2020	2020 MEMBERSHIP DUES FOR FRANK GONZALES - ADDTL. MEMBER	
Remit to: GUSTI, CA					<u>FYTD:</u> \$450.00
NAMEKATA, JAMES	26919	01/27/2020	JAN-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$248.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,771.20
NBS GOVERNMENT FINANCE GROUP	26865	01/21/2020	1219000382	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	\$400.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$15,135.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

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NEARMAP US INC.	26920	01/27/2020	INV00149464	NEARMAP ORTHOIMAGERY ANNUAL SUBSCRIPTION 12/23/19 TO 12/22/20	\$20,000.00
Remit to: SOUTH JORDAN, UT					<u>FYTD:</u> \$20,000.00
NEWMAN, APRIL	238552	01/27/2020	R19-143348	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
NEXTERA ENERGY	238462	01/21/2020	544571	RENEWABLE ENERGY-MV UTILITY-DEC 2019	\$12,594.62
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$244,118.79
NGUYEN, CLEMENT BA DUONG	26805	01/13/2020	DEC-2019	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$470.40
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$2,734.20
NGUYEN, HIEU	238553	01/27/2020	BOO19-0160	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1.00
OCHOA, BENJAMIN	238418	01/13/2020	R20-144283	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$52.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$104.00
ONLINE-MSDS.COM BY KHA	238564	01/27/2020	20191361	SDS MANAGEMENT ONLINE SERVICE 12/1/19-11/30/20	\$2,340.00
Remit to: HAMMOND, IN					<u>FYTD:</u> \$2,340.00
OPERATION SAFEHOUSE, INC.	26866	01/21/2020	4 - OCT 2019	CDBG SUBGRANTEE PAYMENT-EMERGENCY SHELTER FOR YOUTH PROGRAM	\$1,178.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$10,000.00
ORELLANA, DIANA	238554	01/27/2020	2001167.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$750.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$750.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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OVIATT, STEVE	238484	01/21/2020	2001156.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
PACIFIC TELEMAGEMENT SERVICES	26750	01/06/2020	2034056	PAY PHONE SERVICES-JAN 2020	\$125.28
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,190.16
PALACIOS, ANDREA	26806	01/13/2020	SUMMER 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$4,000.00
PALAU, MEGAN	26921	01/27/2020	2/2 - 2/3/20	TRAVEL PER DIEM-CHEMICAL IMMOBILIZATION TRAINING & CERTIFICATION	\$99.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$99.00
PAPER RECYCLING AND SHREDDING SPECIALISTS	238388	01/13/2020	440864	ON-SITE DOCUMENT SHREDDING SERVICES 9/25/19	\$544.00
Remit to: SAN DIMAS, CA					<u>FYTD:</u> \$544.00
PAREDES, ERICA	238485	01/21/2020	R19-141438	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
PARKER, GEORGE & TRUDI	238486	01/21/2020	MVA050011380	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: ORANGE, CA					<u>FYTD:</u> \$57.50
PEDLEY SQUARE VETERINARY CLINIC	238507	01/21/2020	NOV-2019	VETERINARY SERVICES-MV ANIMAL SHELTER	\$11,874.78
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$91,055.85

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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PEPE'S TOWING	238449	01/21/2020	89440	EVIDENCE TOWING FOR PD	\$593.00
		01/21/2020	87545	EVIDENCE TOWING FOR PD	
		01/21/2020	87548	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,918.00
PERCEPTIVE ENTERPRISES, INC.	26807	01/13/2020	3580	PROFESSIONAL DBE CONSULTING SERVICES	\$1,800.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$13,380.00
PEREZ, DANIEL	238555	01/27/2020	R20-143993	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$54.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$54.00
PERMA	26808	01/13/2020	MV2032-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV2032-K. MOFFETT	\$1,398.74
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$815,918.32
PETTY CASH - FINANCE	238356	01/06/2020	DEC 2019	PETTY CASH FUND REPLENISHMENT	\$115.97
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,467.50
PGI - PACIFIC GRAPHICS, INC	26751	01/06/2020	42250	BUSINESS LICENSE RENEWAL POSTCARDS	\$3,138.14
Remit to: INDUSTRY, CA					<u>FYTD:</u> \$3,138.14
PIP PRINTING RIVERSIDE	238389	01/13/2020	379525	FIRE SAFETY COLORING BOOKS	\$3,562.79
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,562.79
PREMIER PARTY & TENT RENTALS	238390	01/13/2020	RES. 40683	CANOPY, CHAIRS, ETC. RENTALS FOR CITY'S SNOW DAY EVENT 12/7/19	\$3,358.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,584.85

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	238391	01/13/2020	0011347499	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0053	\$136.80
Remit to: COLORADO SPRINGS, CO					<u>FYTD:</u> \$4,180.50
PROFESSIONAL COMMUNICATIONS NETWORK PCN	238450	01/21/2020	156600271	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$573.31
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,260.23

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	26752	01/06/2020	22910411	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	\$222.22
		01/06/2020	22914113	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		01/06/2020	22910408	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		01/06/2020	22921326	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		01/06/2020	22921318	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		01/06/2020	22914117	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		01/06/2020	22910410	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		01/06/2020	22914105	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		01/06/2020	22910420	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		01/06/2020	22910416	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		01/06/2020	22921330	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	26809	01/13/2020	22921322	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	\$376.37
		01/13/2020	22910409	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		01/13/2020	22921329	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		01/13/2020	22914112	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		01/13/2020	22921319	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		01/13/2020	22914106	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		01/13/2020	22921325	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		01/13/2020	22921331	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		01/13/2020	22921324	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		01/13/2020	22914111	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		01/13/2020	22921327	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		01/13/2020	22921328	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		01/13/2020	22921323	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	26867	01/21/2020	22925022	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	\$201.11
		01/21/2020	22921320	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		01/21/2020	22925028	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		01/21/2020	22925027	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		01/21/2020	22925031	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		01/21/2020	22914107	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		01/21/2020	22888789	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		01/21/2020	22925023	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		01/21/2020	22921321	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		01/21/2020	22925029	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		01/21/2020	22892391	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		01/21/2020	22914108	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	26922	01/27/2020	22925019	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	\$323.54
		01/27/2020	22928645	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		01/27/2020	22928649	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		01/27/2020	22925024	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		01/27/2020	22928650	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		01/27/2020	22928651	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		01/27/2020	22928653	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		01/27/2020	22928654	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		01/27/2020	22928657	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		01/27/2020	22928655	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		01/27/2020	22925025	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		01/27/2020	22928648	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,606.55
PVP COMMUNICATIONS, INC.	26810	01/13/2020	126894	RADIO COMMUNICATION EQUIPMENT-SPEAKERMIC PURCHASE FOR PD	\$694.14
Remit to: TORRANCE, CA					<u>FYTD:</u> \$2,264.28
RAGOO, RYON	238419	01/13/2020	R19-142906	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$95.00
RAMOS, ROBERTO	26868	01/21/2020	JAN-2020	INSTRUCTOR SERVICES-TAE KWON DO & AMAZING MARTIAL ARTS CLASSES	\$1,392.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,028.80

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
RE ASTORIA 2 LLC	26869	01/21/2020	00040	RENEWABLE ENERGY-MV UTILITY-DEC19	\$14,825.04
Remit to: SAN FRANCISCO, CA					<b>FYTD:</b> \$297,437.75
RE/MAX RESULTS	238556	01/27/2020	BL#05624-YR2020	REFUND OF OVER-PAYMENT FOR BL#05624	\$26.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$26.00
REMO, JACQUELYN	238366	01/06/2020	R19-143567	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$8.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$8.00
RENZ, ASHLEIGH	26923	01/27/2020	2/2 - 2/3/20	TRAVEL PER DIEM-CHEMICAL IMMOBILIZATION TRAINING & CERTIFICATION	\$99.00
Remit to: HEMET, CA					<b>FYTD:</b> \$857.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	26811	01/13/2020	70018693	LINENS RENTAL FOR CRC BALLROOM	\$48.00
		01/13/2020	70015724	LINENS RENTAL FOR CRC BALLROOM	
	26870	01/21/2020	70021707	LINENS RENTAL FOR CRC BALLROOM	\$58.00
		01/21/2020	S70021046	LINENS RENTAL FOR SPECIAL EVENTS AT CRC	
	26924	01/27/2020	S70026783	LINENS RENTALS FOR SPECIAL EVENTS AT CRC	\$101.82
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$2,638.31
REVELES, GABRIELA	238487	01/21/2020	R19-142129	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 KITTENS	\$150.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$150.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
RIGHTWAY SITE SERVICES, INC.	238352	01/06/2020	257250	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	\$516.28
		01/06/2020	257249	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
	238392	01/13/2020	257115	PORTABLE RESTROOM RENTAL-PSB CAR WASH AREA	\$320.85
		01/13/2020	257380	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$13,861.39
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	238353	01/06/2020	HS0000006449	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$100.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$750.00
RIVERSIDE COUNTY FIRE DEPARTMENT	238367	01/06/2020	P19-000-018	TEMPORARY USE PERMIT PLAN CHECK DEPOSIT FOR 5K EVENT 3/7/2020	\$197.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$197.00
RIVERSIDE COUNTY HABITAT CONSERVATION	238393	01/13/2020	4TH QTR 2019	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 12/31/19	\$15,035.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$37,958.50
RIVERSIDE COUNTY OFFICE OF EDUCATION	238451	01/21/2020	2020 / 1004	TRANSLATION SERVICES-CITY COUNCIL MEETINGS 11/5 & 11/19/19	\$273.46
	238526	01/27/2020	2020 / 1337	TRANSLATION SERVICES-CITY COUNCIL MEETINGS 12/3 & 12/17/19	\$283.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,283.05
RIVERSIDE MEDICAL CLINIC	26812	01/13/2020	700000183 01/06	EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$528.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,029.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	26813	01/13/2020	1147	SART EXAMS BILLING FOR PD - NOV. 2019	\$3,200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,200.00
ROBINSON, CHINIQUE	238420	01/13/2020	R20-144395	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
RODRIGUEZ, JAELENNE	238421	01/13/2020	R19-140732	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
RSG, INC	26925	01/27/2020	I005655	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-DEC19	\$352.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$13,259.50
SAFE STEP WALK IN TUB CO-GALKOS CONSTRUCTION INC	238422	01/13/2020	BOP19-0059	REFUND ON CANCELLED BUILDING PERMIT	\$314.72
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$314.72
SAFEWAY SIGN CO.	26871	01/21/2020	16097	TRAFFIC SIGNS/HARDWARE	\$19,170.13
Remit to: ADELANTO, CA					<u>FYTD:</u> \$39,928.13
SALAZAR, EVELIN	238488	01/21/2020	R19-142827	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
SALVATION ARMY	26872	01/21/2020	11 / SEP-19	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	\$7,086.43
		01/21/2020	10 / AUG-19	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	
		01/21/2020	9 / JUL-19	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47,981.93

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SANCHEZ, ADRIANA	238423	01/13/2020	R19-141596	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$75.00
SATER ELECTRIC	238489	01/21/2020	BOE19-0270	REFUND ON CANCELLED BUILDING PERMIT-24147 JIMSON PL	\$191.52
	238490	01/21/2020	BOE19-0271	REFUND ON CANCELLED BUILDING PERMIT-14300 HOMESTEAD DR	\$191.52
	238491	01/21/2020	BOE19-0328	REFUND ON CANCELLED BUILDING PERMIT-14141 STONEHURST DR	\$191.52
	238557	01/27/2020	BOE20-0012	REFUND ON CANCELLED BUILDING PERMIT-13775 GOLDEN EAGLE	\$191.52
Remit to: SPARKS, NV					<b>FYTD:</b> \$766.08
SCHIEFELBEIN, LORI C.	26753	01/06/2020	122519SPEC	CONSULTANT MISC WORK/SHIPPING FOR TRANSFER OF ROTATIONAL TOW PROGRAM	\$1,433.42
		01/06/2020	122019	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM-DEC 2019	
Remit to: BULLHEAD CITY, AZ					<b>FYTD:</b> \$7,913.42
SEMPER SOLARIS CONSTRUCTION INC	238492	01/21/2020	BOE19-0470	REFUND ON CANCELLED BUILDING PERMIT-15586 GUAJOME RD	\$191.52
Remit to: EL CAJON, CA					<b>FYTD:</b> \$191.52
SIGNS BY TOMORROW	26814	01/13/2020	24463	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$303.75
Remit to: MURRIETA, CA					<b>FYTD:</b> \$3,948.75
SILENCE ALOUD, INC.	26926	01/27/2020	2019 EGC	CONTRIBUTION FROM PROCEEDS OF 2019 EMPLOYEE GIVING CAMPAIGN	\$4,000.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$4,000.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SMITH & SEVERSON BUILDERS LLC	238424	01/13/2020	BFC19-0170	REFUND ON MISCALCULATED FEES	\$5,692.18
Remit to: LAKE FOREST, CA					<b>FYTD:</b> \$5,692.18
SOLCIUS LLC	238493	01/21/2020	BON19-0276	REFUND ON CANCELLED BUILDING PERMIT-25629 ARGONAUT DR	\$262.16
Remit to: PROVO, UT					<b>FYTD:</b> \$268.16
SOLIS, LAURA	238494	01/21/2020	R19-142798	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<b>FYTD:</b> \$75.00
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	238394	01/13/2020	3541050	ANNUAL OPERATING FEES-DIESEL GENERATOR AT CRC	\$564.24
		01/13/2020	3544700	EMISSIONS FEES-GENERATOR AT CRC	
Remit to: DIAMOND BAR, CA					<b>FYTD:</b> \$2,200.80
SOUTHERN CALIFORNIA EDISON	238354	01/06/2020	DEC-19 1/6/20	ELECTRICITY CHARGES	\$4,954.34
		01/13/2020	721-3449/DEC-19	IFA CHARGES-SUBSTATION	\$24,169.75
		01/13/2020	587-9520/DEC-19	ELECTRICITY-FERC CHARGES/MVU	
		01/13/2020	707-6081/DEC-19	ELECTRICITY CHARGES	
		01/13/2020	DEC-19 1/13/20	ELECTRICITY CHARGES	
		01/13/2020	026-1608/DEC-19	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
	238527	01/27/2020	DEC-19 1/27/20	ELECTRICITY CHARGES	\$13,303.89
Remit to: ROSEMEAD, CA					<b>FYTD:</b> \$1,541,894.52
SOUTHERN CALIFORNIA GAS CO.	238453	01/21/2020	DEC-2019	GAS CHARGES	\$15,223.55
Remit to: MONTEREY PARK, CA					<b>FYTD:</b> \$37,022.33

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

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SOUTHWEST OFFSET PRINTING CO., INC.	238528	01/27/2020	171763	PRINTING SERVICES FOR SOARING ACTIVITY GUIDES/JAN-APR 2020 ISSUE	\$14,903.39
Remit to: GARDENA, CA					FYTD: \$28,986.80
SPARKLETTS	26927	01/27/2020	10050036 010220	BOTTLED WATER COOLER RENTAL FOR EOC/ERF	\$4.73
Remit to: DALLAS, TX					FYTD: \$302.67
SPINOZZI, LUZ	238425	01/13/2020	R19-143280	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: HEMET, CA					FYTD: \$75.00
SPRINT	238454	01/21/2020	LCI-327742	GPS/CELLULAR PINGS FOR PD	\$200.00
		01/21/2020	LCI-328390	GPS/CELLULAR PINGS FOR PD	
Remit to: KANSAS CITY, MO					FYTD: \$400.00
SSD ALARM/FORMERLY PACIFIC ALARM SERVICE, INC	26815	01/13/2020	R 153124	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-JAN 2020	\$516.50
		01/13/2020	R 153123	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-JAN 2020	
Remit to: BEAUMONT, CA					FYTD: \$4,648.50
STANDARD INSURANCE CO	238397	01/13/2020	200101	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,263.16
Remit to: PORTLAND, OR					FYTD: \$7,443.36

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	26816	01/13/2020	16890019	ALARM SYSTEM MONITORING-FIRE STATION 99/NOV 2019	\$7,835.61
		01/13/2020	16797592	ALARM SYSTEM MONITORING-EOC/OCT 2019	
		01/13/2020	16807443	ALARM SYSTEM MONITORING-FIRE STATION 99/OCT 2019	
		01/13/2020	16969810	ALARM SYSTEM MONITORING-SENIOR CENTER/DEC 2019-FEB 2020	
		01/13/2020	16809355	ALARM SYSTEM MONITORING-PUBLIC SAFETY BUILDING/OCT-DEC 2019	
		01/13/2020	16902717	ALARM SYSTEM MONITORING-LIBRARY/NOV 2019-JAN 2020	
		01/13/2020	16821925	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMMUNITY CTR/OCT-DEC19	
		01/13/2020	16822312	ALARM SYSTEM MONITORING-CONFERENCE & REC. CENTER/OCT-DEC 2019	
		01/13/2020	16822571	ALARM SYSTEM MONITORING-TOWNGATE CENTER/OCT-DEC 2019	
		01/13/2020	16902042	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/NOV 2019	
		01/13/2020	16880702	ALARM SYSTEM MONITORING-RED MAPLE CHILD CARE/NOV 2019-JAN 2020	
		01/13/2020	16894714	ALARM SYSTEM MONITORING-COTTONWOOD GOLF CENTER/NOV 2019-JAN 2020	
		01/13/2020	16813840	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM/OCT-DEC 2019	
		01/13/2020	16898953	ALARM SYSTEM MONITORING-CITY HALL/NOV 2019-JAN 2020	
		01/13/2020	16823155	ALARM SYSTEM MONITORING-SUNNYMEAD MID. SCHOOL-THINK/OCT-DEC 2019	
		01/13/2020	16818287	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/OCT-DEC19	
		01/13/2020	16880097	ALARM SYSTEM MONITORING-EOC/NOV 2019	



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC		01/13/2020	16905053	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM/NOV 2019- JAN 2020	
		01/13/2020	16963030	ALARM SYSTEM MONITORING-FIRE STATION 99/DEC 2019	
		01/13/2020	17038686	ALARM SYSTEM MONITORING-FIRE STATION 99/JAN 2020	
		01/13/2020	16966788	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE BURG. ALARM/DEC 2019-FEB 2020	
		01/13/2020	16808189	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/OCT 2019	
		01/13/2020	16975164	ALARM SYSTEM MONITORING-CITY YARD & TRANSP. TRAILER/DEC 2019-FEB 2020	
		01/13/2020	17034360	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/JAN-MAR 2020	
		01/13/2020	17030921	ALARM SYSTEM MONITORING-EOC/JAN 2020	
		01/13/2020	17035952	ALARM SYSTEM MONITORING-SUNNYMEAD MID. SCHOOL- THINK/JAN-MAR 2020	
		01/13/2020	16965635	ALARM SYSTEM MONITORING-FIRE STATION 58/DEC 2019-FEB 2020	
		01/13/2020	17040803	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMMUNITY CTR/JAN-MAR 2020	
		01/13/2020	17043132	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/JAN 2020	
		01/13/2020	17044028	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM/JAN- MAR 2020	
		01/13/2020	17050492	ALARM SYSTEM MONITORING-TOWNGATE COMMUNITY CENTER/JAN-MAR 2020	
		01/13/2020	17053537	ALARM SYSTEM MONITORING-PUBLIC SAFETY BUILDING/JAN- MAR 2020	
	01/13/2020	17056622	ALARM SYSTEM MONITORING-CONFERENCE & REC. CENTER/JAN-MAR 2020		
	01/13/2020	16976299	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/DEC 2019		

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	238398	01/13/2020	117157	EMERGENCY HAZMAT SERVICE	\$7,532.74
Remit to: FONTANA, CA					FYTD: \$12,495.51
STATE BOARD OF EQUALIZATION	238529	01/27/2020	4TH QTR 2019	ELECTRICAL ENERGY SURCHARGE RETURN/OCT-DEC 2019-ACCT# 31-000177	\$14,251.17
Remit to: SACRAMENTO, CA					FYTD: \$43,753.97
STATE BOARD OF EQUALIZATION 1	26946	01/29/2020	4TH QTR 2019	SALES & USE TAX REPORT FOR THE QUARTER ENDING 12/31/19	\$9,904.00
Remit to: SACRAMENTO, CA					FYTD: \$51,861.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	238399	01/13/2020	424455	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-DEC 2018 REBILL	\$490.00
		01/13/2020	424391	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-NOV. 2019	
	238455	01/21/2020	425584	LIVE SCAN FINGERPRINTING APPS FOR PD-DEC. 2019	\$1,713.00
	238530	01/27/2020	429600	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-DEC. 2019	\$910.00
		01/27/2020	429649	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-OCT 2019 REBILL	
Remit to: SACRAMENTO, CA					FYTD: \$30,254.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	26817	01/13/2020	43315	TRANSCRIPTION SERVICES FOR PD-DEC19	\$1,146.60
Remit to: CORONA, CA					FYTD: \$9,940.23
STEPHEN H BADGETT CONSULTING LLC	26818	01/13/2020	MVU-011	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/NOV-DEC 2019	\$1,268.75
Remit to: MURRIETA, CA					FYTD: \$15,443.75

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STILES ANIMAL REMOVAL, INC.	238456	01/21/2020	109755	DECEASED LARGE ANIMAL REMOVAL SERVICES-DEC. 2019	\$1,100.00
Remit to: GUAISTI, CA					<b>FYTD:</b> \$4,180.00
STRADLING, YOCCA, CARLSON & RAUTH	26928	01/27/2020	360847-0032	LEGAL SERVICES-NSP AGREEMENTS-DEC19	\$1,437.00
		01/27/2020	360846-0031	LEGAL SERVICES-GENERAL-DEC19	
		01/27/2020	360851-0003	LEGAL SERVICES-COTTONWOOD MATTER-DEC19	
Remit to: NEWPORT BEACH, CA					<b>FYTD:</b> \$41,365.50
SUNNYMEAD ACE HARDWARE	238457	01/21/2020	85409	MISC SUPPLIES FOR FIRE STATION	\$70.89
		01/21/2020	85634	MISC. SUPPLIES FOR PD	
		01/21/2020	85595	MISC SUPPLIES FOR FIRE STATION 48	
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$1,461.78
SUNRUN INSTALLATION SERVICES INC	238495	01/21/2020	BOE19-0255	REFUND ON CANCELLED BUILDING PERMIT-12858 PENSKE ST	\$191.52
Remit to: REDLANDS, CA					<b>FYTD:</b> \$191.52
SYNERGY COMPANIES	238458	01/21/2020	MVU RES DI 1219	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$3,361.76
Remit to: HAYWARD, CA					<b>FYTD:</b> \$407,246.63
TESLA ENERGY OPERATIONS INC	238496	01/21/2020	BON19-0896	REFUND ON CANCELLED BUILDING PERMIT-12881 FOREMAN AVE	\$262.16
	238497	01/21/2020	BON19-1004	REFUND ON CANCELLED BUILDING PERMIT-26240 TASMAN ST	\$262.16
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$786.48
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	26820	01/13/2020	116678	FLEX AND COBRA ADMIN FEES-DEC 2019	\$1,772.75
Remit to: TEMECULA, CA					<b>FYTD:</b> \$333,135.43

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THE CUPCAKE & ESPRESSO BAR	238459	01/21/2020	DECEMBER 2019	HIRE A MOVAL GRAD INCENTIVE PROGRAM	\$2,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,000.00
THE ENERGUY	238498	01/21/2020	BOC19-0230	REFUND ON CANCELLED BUILDING PERMIT-24610 HEMLOCK	\$292.64
Remit to: TEMECULA, CA					<u>FYTD:</u> \$292.64
THE LEW EDWARDS GROUP	26821	01/13/2020	212	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-DEC19	\$5,750.00
Remit to: OAKLAND, CA					<u>FYTD:</u> \$36,250.00
THE SOCO GROUP INC.	26822	01/13/2020	0742573-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$4,559.77
	26873	01/21/2020	0748285-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$13,880.10
		01/21/2020	0744894-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		01/21/2020	0744145-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		01/21/2020	0745688-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		01/21/2020	0747022-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		01/21/2020	0743400-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	26930	01/27/2020	0749472-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$3,629.01
Remit to: ORANGE, CA					<u>FYTD:</u> \$210,357.54
THE STATE BAR OF CALIFORNIA	238401	01/13/2020	2020 RENEWAL	STATE BAR RENEWAL 2020-CITY ATTORNEY'S OFFICE	\$1,632.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,632.00
THOMAS, AMBER	238558	01/27/2020	R19-142800	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
THOMPSON COBURN LLP	26757	01/06/2020	3399226	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-NOV19	\$26.54
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$144.99

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THOMSON REUTERS-WEST PUBLISHING CORP.	26823	01/13/2020	839617321	CA CODE OF CIVIL PROCEDURE	\$706.33
		01/13/2020	841132204	TRG LSI LEGAL PROF HANDBOOK	
		01/13/2020	839787348	CA GOVERNMENT CODE	
	26875	01/21/2020	841602399	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-DEC. 2019	\$1,140.93
Remit to: CAROL STREAM, IL					<b>FYTD:</b> \$8,692.84
TICOR TITLE COMPANY OF CALIFORNIA	238402	01/13/2020	00081972	LENDER'S POLICY AND RECORDING FEE-25604 SAN LUPE AVE	\$394.45
Remit to: NEWPORT BEACH, CA					<b>FYTD:</b> \$394.45
TIME WARNER CABLE	238460	01/21/2020	091922301010320	FIBER INTERNET ACCESS SERVICES - JAN. 2020	\$844.00
Remit to: PITTSBURGH, PA					<b>FYTD:</b> \$5,908.00
TKE ENGINEERING INC	238461	01/21/2020	2019-1079	ENGINEERING SERVICES FOR CIVIC CENTER PARK & AMPHITHEATER PROJECT	\$2,605.00
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$27,632.50
TORRES, DANIELA	238499	01/21/2020	R19-143048,049	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<b>FYTD:</b> \$95.00
TRANSPORTATION & ENERGY SOLUTIONS, INC	26824	01/13/2020	MOV-004-02-07-19	DESIGN SERVICES-808 0016/DYNAMIC MESSAGE BOARDS PROJECT	\$17,504.78
		01/13/2020	MOV-003-01-23-18	DESIGN SERVICES-808 0015/ITS DEPLOYMENT PHASE 1B PROJECT	
		01/13/2020	MOV-003-02-11-19	DESIGN SERVICES-808 0015/ITS DEPLOYMENT PHASE 1B PROJECT	
	26931	01/27/2020	MOV-003-12-31-19	DESIGN SERVICES-808 0015/ITS DEPLOYMENT PHASE 1B PROJECT	\$21,804.11
		01/27/2020	MOV-004-12-31-19	DESIGN SERVICES-808 0016/DYNAMIC MESSAGE BOARDS PROJECT	
Remit to: YORBA LINDA, CA					<b>FYTD:</b> \$40,178.89

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TRENT DATA SYSTEMS, INC.	238429	01/13/2020	55388	CISCO NETWORK EQUIPMENT ANNUAL MAINTENANCE	\$16,998.60
Remit to: WESTLAKE VILLAGE, CA					<b>FYTD: \$16,998.60</b>
TRICHE, TARA	26876	01/21/2020	JAN-2020	INSTRUCTOR SERVICES-DANCE CLASSES	\$934.80
Remit to: MORENO VALLEY, CA					<b>FYTD: \$9,864.60</b>
TRINITY DIVERSIFIED, INC.	238532	01/27/2020	8059	REPAIRS FOR STRIPING TRUCK	\$696.51
Remit to: LONG BEACH, CA					<b>FYTD: \$2,194.77</b>
TUCKER'S TAX SERVICE	238505	01/21/2020	3962	FORM 1098 FILINGS FOR CALENDAR YEAR 2019	\$25.00
Remit to: MORENO VALLEY, CA					<b>FYTD: \$25.00</b>
TUKES, JOSHUA	26877	01/21/2020	JAN-2020	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASSES	\$57.60
Remit to: MORENO VALLEY, CA					<b>FYTD: \$1,296.00</b>
TUMON BAY RESORT & SPA	26932	01/27/2020	FEB. 2020 RENT	FEBRUARY 2020 RENT (INCL. CAM, ETC.) FOR EMPLOYMENT RESOURCE CTR	\$8,014.73
Remit to: TAMUNING, GU					<b>FYTD: \$64,117.84</b>
ULTIMATE POOL REMODELING, INC	238559	01/27/2020	BL#22278-YR2020	REFUND OF OVER-PAYMENT FOR BL#22278	\$60.00
Remit to: RIVERSIDE, CA					<b>FYTD: \$60.00</b>
ULTRASERV AUTOMATED SERVICES, LLC	26758	01/06/2020	163209	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$481.90
		01/06/2020	163206	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		01/06/2020	163208	COFFEE SERVICE SUPPLIES-ANNEX 1	
		01/06/2020	163212	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	
Remit to: COSTA MESA, CA					<b>FYTD: \$8,205.34</b>

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ULTRASYSTEMS ENVIRONMENTAL, INC.	26759	01/06/2020	11849	MDP LINE K-1 AND K-4, CONSULTING SERVICES	\$1,344.50
Remit to: IRVINE, CA					<b>FYTD:</b> \$30,246.00
UNDERGROUND SERVICE ALERT	26933	01/27/2020	122019454 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC19	\$199.75
		01/27/2020	122019454 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC19	
		01/27/2020	122019454 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC19	
		01/27/2020	122019454 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-DEC19	
	238533	01/27/2020	18dsbfe7048 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$238.97
		01/27/2020	18dsbfe7048 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		01/27/2020	18dsbfe7048 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		01/27/2020	18dsbfe7048 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
Remit to: CORONA, CA					<b>FYTD:</b> \$4,220.73
UNION BANK OF CALIFORNIA 1	238534	01/27/2020	1189411	INVESTMENT CUSTODIAL SERVICES-DEC19	\$291.67
Remit to: LOS ANGELES, CA					<b>FYTD:</b> \$3,150.01
UNITED POWER GENERATION, INC.	26878	01/21/2020	4965	BOX SPRINGS COMMUNICATION GENERATOR MAINTENANCE	\$862.90
Remit to: RIVERSIDE, CA					<b>FYTD:</b> \$15,024.35
UNITED ROTARY BRUSH CORP	26825	01/13/2020	312603	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$930.09
	26879	01/21/2020	312709	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$543.51
	26934	01/27/2020	312819	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$681.51
Remit to: KANSAS CITY, MO					<b>FYTD:</b> \$23,809.65

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
UPSIDE INNOVATIONS LLC	238565	01/27/2020	16984	36' SWITCHBACK RAMP - TRANSPORTATION TRAILER	\$10,587.52
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$10,587.52
URSUA, ROSEL	238368	01/06/2020	R19-142904	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: BANNING, CA					<u>FYTD:</u> \$95.00
VACATE TERMITE & PEST ELIMINATION COMPANY	26826	01/13/2020	95133	PEST CONTROL SERVICE-DEC19-CITY YARD SANTIAGO OFFICE	\$335.00
		01/13/2020	95131	PEST CONTROL SERVICE-DEC19-CITY HALL	
		01/13/2020	95132	PEST CONTROL SERVICE-DEC19-CITY YARD	
		01/13/2020	95155	PEST CONTROL SERVICE-DEC19-ANIMAL SHELTER	
		01/13/2020	95158	PEST CONTROL SERVICE-DEC19-TRANSPORTATION TRAILER	
		01/13/2020	95154	PEST CONTROL SERVICE-DEC19-ANNEX 1	
	26880	01/21/2020	94119	PEST CONTROL SERVICE-NOV19-UTILITY FIELD OFFICE	\$45.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$12,045.00
VACATION POOLS INC	238500	01/21/2020	BFP19-0043	REFUND ON CANCELLED BUILDING PERMIT-24925 EL BRASO DR	\$673.20
Remit to: INDIO, CA					<u>FYTD:</u> \$673.20
VALDEZ, NILDA	238426	01/13/2020	R19-142835	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 KITTENS	\$150.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$150.00
VALENZUELA, CARMEN	238501	01/21/2020	R19-142110	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$75.00
VALLEY CITIES GONZALES FENCE CO	26935	01/27/2020	9093	FENCE INSTALLATION MATERIALS & LABOR FOR CFD	\$5,600.00
Remit to: NORCO, CA					<u>FYTD:</u> \$5,600.00

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VALLEY ICE CREAM	238560	01/27/2020	BL#31902-YR2020	REFUND OF OVER-PAYMENT FOR BL#31902	\$138.00
Remit to: CORONA, CA					<u>FYTD:</u> \$138.00
VALLEY WIDE TOWING, LLC	26881	01/21/2020	8314	EVIDENCE TOWING FOR PD	\$611.75
		01/21/2020	20-08360	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,448.75
VASQUEZ & COMPANY LLP	26936	01/27/2020	2191107-IN	AUDIT SERVICES-FINANCIAL STATEMENTS FOR FY ENDING 6/30/19-FINAL BILL	\$6,560.00
Remit to: GLENDALE, CA					<u>FYTD:</u> \$68,060.00
VEGA, JAMES	238369	01/06/2020	R20-144024	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
VERIZON WIRELESS	238403	01/13/2020	9843949080	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$365.30
Remit to: DALLAS, TX					<u>FYTD:</u> \$2,728.07
VICKI'S RELIABLE ATTORNEY SERVICES	238561	01/27/2020	BL#17425-YR2020	REFUND OF OVER-PAYMENT FOR BL#17425	\$80.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$80.00
VICTOR MEDICAL CO	26760	01/06/2020	4965893	ANIMAL MEDICAL SUPPLIES/VACCINES	\$1,231.58
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$16,717.97
VILLA, SELENA	238427	01/13/2020	R19-143621	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$20.00
VISION SERVICE PLAN	26827	01/13/2020	808268916	EMPLOYEE VISION INSURANCE	\$4,011.06
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$27,244.11

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)





City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VIVINT SOLAR	238502	01/21/2020	BOE20-0006	REFUND ON CANCELLED BUILDING PERMIT-12382 BREWSTER/6262965	\$191.52
Remit to: LEHI, UT					<u>FYTD:</u> \$191.52
VIVINT SOLAR DEVELOPER LLC	238428	01/13/2020	REFUNDS 12-31-19	REFUND ON CANCELLED BUILDING PERMITS	\$1,458.84
	238503	01/21/2020	BON19-1024	REFUND ON CANCELLED BUILDING PERMIT-12141 BARNES/6205232	\$262.16
Remit to: LEHI, UT					<u>FYTD:</u> \$9,384.08
VOICES FOR CHILDREN	26882	01/21/2020	5 / NOV-19	CDBG SUBGRANTEE PAYMENT-COURT APPOINTED SPECIAL ADVOCATE PROGRAM	\$2,358.42
	26937	01/27/2020	6 / DEC-19	CDBG SUBGRANTEE PAYMENT-COURT APPOINTED SPECIAL ADVOCATE PROGRAM	\$2,031.15
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$17,303.63
VOYAGER FLEET SYSTEM, INC.	26828	01/13/2020	869211615952	CNG FUEL PURCHASES	\$6,872.16
	26938	01/27/2020	869336602952-PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,496.10
Remit to: HOUSTON, TX					<u>FYTD:</u> \$65,829.85

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020**

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VULCAN MATERIALS CO, INC.	26829	01/13/2020	72437251	ASPHALTIC MATERIALS	\$4,157.77
		01/13/2020	72442186	ASPHALTIC MATERIALS	
		01/13/2020	72439881	ASPHALTIC MATERIALS	
		01/13/2020	72437250	ASPHALTIC MATERIALS	
		01/13/2020	72434505	ASPHALTIC MATERIALS	
		01/13/2020	72434504	ASPHALTIC MATERIALS	
		01/13/2020	72432679	ASPHALTIC MATERIALS	
	26883	01/13/2020	72442185	ASPHALTIC MATERIALS	\$3,272.38
		01/21/2020	72449281	ASPHALTIC MATERIALS	
		01/21/2020	72445142	ASPHALTIC MATERIALS	
		01/21/2020	72400184	ASPHALTIC MATERIALS	
		01/21/2020	72400183	ASPHALTIC MATERIALS	
		01/21/2020	72445143	ASPHALTIC MATERIALS	
		01/21/2020	72449280	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$30,945.99
WADE, KRISTEN	238562	01/27/2020	R19-143349	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
WEST COAST ARBORISTS, INC.	26939	01/27/2020	153939	TREE TRIMMING SERVICES-ANNUAL TREE MAINT. PROGRAM	\$14,594.90
		01/27/2020	156044	TREE TRIMMING SERVICES - ZONE 01-TG	
		01/27/2020	156045-A	TREE TRIMMING/REMOVAL SERVICES - ZONE E-7	
Remit to: ANAHEIM, CA					FYTD: \$161,798.24

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



**City of Moreno Valley**  
**Payment Register**  
 For Period 1/1/2020 through 1/31/2020

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WEST COAST SHOPPING CART SERVICE, INC.	238404	01/13/2020	20-012	SHOPPING CART RETRIEVAL SERVICES-DEC. 2019	\$3,361.75
Remit to: WEST COVINA, CA					<u>FYTD:</u> \$26,418.00
WESTERN MUNICIPAL WATER DISTRICT	238535	01/27/2020	23866-018292/DC9	WATER CHARGES-SKATE PARK	\$1,688.64
		01/27/2020	23821-018258/DC9	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		01/27/2020	23821-018257/DC9	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		01/27/2020	24753-018620/DC9	WATER CHARGES-M.A.R.B. BALLFIELDS	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$31,119.47
WILLDAN FINANCIAL SERVICES	26761	01/06/2020	010-43298	PREPARATION OF DEVELOPMENT IMPACT FEE UPDATE SERVICES	\$6,670.00
	26940	01/27/2020	010-43597	PREPARATION OF DEVELOPMENT IMPACT FEE UPDATE SERVICES	\$7,977.00
	26941	01/27/2020	010-43621	GRANT ADMINISTRATION SERVICES-DEC. 2019	\$17,451.50
Remit to: TEMECULA, CA					<u>FYTD:</u> \$170,251.19
WILLHITE, JOHN	238504	01/21/2020	2001159.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
XEROX CAPITAL SERVICES, LLC	26885	01/21/2020	099132389	COLOR COPIER EQUIPMENT LEASE-DEC19-PARKS DEPT.	\$2,480.48
		01/21/2020	099132388	COLOR COPIER LEASE/BILLABLE PRINTS-DEC19-PARKS DEPT.	
		01/21/2020	099132387	COLOR COPIER EQUIPMENT LEASE-DEC19-GRAPHICS DEPT.	
		01/21/2020	099132386	COLOR COPIER LEASE/BILLABLE PRINTS-DEC19-GRAPHICS DEPT.	
Remit to: PASADENA, CA					<u>FYTD:</u> \$17,605.98
YAVORNICKY, LAURA	26942	01/27/2020	9/25 - 12/12/19	MILEAGE REIMBURSEMENT	\$73.78
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$73.78

Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



City of Moreno Valley  
Payment Register  
For Period 1/1/2020 through 1/31/2020

**CHECKS UNDER \$25,000**

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
YHUIT, PATRICIA	238509	01/21/2020	1/29 - 1/31/20	TRAVEL PER DIEM & MILEAGE-CSMFO 2020 ANNUAL CONFERENCE	\$222.16

Remit to: MORENO VALLEY, CA

FYTD: \$222.16

<b>TOTAL CHECKS UNDER \$25,000</b>	<b>\$1,103,613.53</b>
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<b>GRAND TOTAL</b>	<b>\$7,872,985.64</b>
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Attachment: January 2020 Payment Register (3869 : PAYMENT REGISTER - JANUARY 2020)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** REPORT OF APPROVED SALARY CHANGES

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### **RECOMMENDED ACTION**

#### **Recommendation:**

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

### **DISCUSSION**

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

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

### **FISCAL IMPACT**

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

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Vanessa Leccese  
Executive Assistant

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

### **CITY COUNCIL GOALS**

None

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. Report of Approved Salary Changes

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/05/20 6:38 AM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:06 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:04 PM

# Report of Approved Salary Changes: March 17, 2020

<u>Position</u>	<u>Previous Salary Range/Step</u>	<u>Approved Salary Range/Step (Adjusted)</u>	<u>Qualifying Event</u>
Animal Care Technician	C11/G	C11/H	Merit Increase
Deputy City Clerk	C17/C	C17/D	Merit Increase
Executive Assistant	C19/E	C19/F	Merit Increase
Lead Parks Maintenance Worker	C15/F	C15/G	Merit Increase
Maintenance Worker II	C12/B	C12/C	Merit Increase
Management Aide	C18/B	C22/A	Promotion
Management Analyst	C24/A	C24/B	Merit Increase
Management Analyst	C24/D	C24/E	Merit Increase
OEM Program Specialist	C16/F	C16/G	Merit Increase
Parks Maintenance Worker	C12/C	C12/D	Merit Increase
Public Safety Contracts Administrator	C30/D	C30/E	Merit Increase
Senior Accountant	C25/F	C25/G	Merit Increase
Vehicle/Equipment Technician	C17/D	C17/E	Merit Increase

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

Attachment: Report of Approved Salary Changes (3857 : REPORT OF APPROVED SALARY CHANGES)





## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** AWARD TO CALIFORNIA ELECTRIC SUPPLY FOR THE PURCHASE OF LED SAFETY LIGHT FIXTURES

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Authorize the City Manager to sign and award a contract to California Electric Supply to allow for the purchase of 471 Light Emitting Diode (LED) fixtures for the replacement of High Pressure Sodium Vapor (HPSV) safety lights at existing traffic signal locations.
2. Authorize the Purchasing and Facilities Division Manager to issue a purchase order to California Electric Supply in the amount of \$137,785.16.
3. Authorize budget adjustments as set forth in the Fiscal Impact section of this report.

### **SUMMARY**

This report recommends approval to purchase LED light fixtures from California Electric Supply to replace existing HPSV safety lights at existing traffic signals as part of a city-wide retrofit project. The project is funded by Southern California Edison Company (SCE) street light LED retrofit rebates and electric public purpose revenues.

### **DISCUSSION**

Through grant projects and new development, approximately 40% of existing traffic signal HPSV safety light fixtures have been converted to LED. Utilizing LED lighting at signalized intersections enhances visibility, reduces electrical and overall maintenance costs, and is consistent with the surrounding roadway lighting. It is the intent to piggyback on the Western Riverside Council of Governments (WRCOG) contract that Moreno Valley Utility (MVU) used to purchase LED fixtures for the street lights. The WRCOG contract for LED fixtures is with California Electric Supply. This equipment

procurement will allow the remaining traffic signal poles with HPSV safety lights to be converted to LED. After the equipment is received, in-house traffic signal maintenance staff will perform the installations.

Approval of the recommended actions will support Objective 4.4 of the Momentum MoVal Strategic Plan, “Control Street Lighting Costs.”

**ALTERNATIVES**

1. Approve the Recommended Actions as set forth in this report. Staff recommends this action as it will allow for the retrofit of remaining HPSV safety lights at existing traffic signals, consistent with the citywide LED street light conversion efforts.
2. Do not approve the Recommended Actions as set forth in this report. Staff does not recommend this action as it will delay the retrofit of remaining HPSV safety lights at existing traffic signals, inconsistent with the citywide LED street light conversion efforts.

**FISCAL IMPACT**

Funding for this purchase in the amount of \$137,785.16 is available through SCE street light LED retrofit rebates and other electric public purpose revenues. **There is no direct impact to the General Fund.**

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 – 20/21 Budget	Proposed Adjustments	FY 19/20 – 20/21 Amended Budget
MVU	6010	6010-99-99-96010-902001	Exp	\$0	\$118,771	\$118,771
MVU	6012	6012-99-99-96012-902001	Exp	\$0	\$19,015	\$19,015
CIP	2001	2001-99-99-92001-806010	Rev	\$0	\$118,771	\$118,771
CIP	2001	2001-99-99-92001-806012	Rev	\$0	\$19,015	\$19,015
CIP	2001	2001-70-76-80008-720142 808 0013 70 76-2001	Exp	\$0	\$137,786	\$137,786

**NOTIFICATION**

Publication of agenda

**PREPARATION OF STAFF REPORT**

Prepared By:  
Eric Lewis, PE, T.E.  
City Traffic Engineer

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

**CITY COUNCIL GOALS**

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

**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 4.4: Control Street Lighting costs.

**ATTACHMENTS**

None

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/10/20 2:06 PM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 10:46 AM
City Manager Approval	<u>✓ Approved</u>	3/12/20 2:40 PM



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60 FREEWAY AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

---

### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the State Highway Route 60 Freeway Agreement between the City of Moreno Valley and Caltrans;
2. Authorize the City Manager to execute said Agreement, and authorize the City Manager to approve any future changes or amendments that may be requested by Caltrans or the City, subject to the approval of the City Attorney.

### **SUMMARY**

This report recommends approval of the State Highway Route 60 (Route 60) Freeway Agreement between the City of Moreno Valley and Caltrans. The reasons include: (1) the existing Agreement was with the County of Riverside and not Moreno Valley, (2) the eastern and western limits of the Agreement have changed, and (3) the City has a project approaching the construction phase.

### **DISCUSSION**

The Route 60 was declared a freeway by Resolution of the California Highway Commission on August 19, 1952. The County of Riverside and Caltrans entered into a Freeway Agreement and a series of Amendments to set aside right of way and build Route 60. The majority of improvements including interchanges were completed by the mid-1960's. In 1984, the City of Moreno Valley incorporated as a City and took over various duties of the County. The County - Caltrans Freeway Agreement was not

specifically assigned or addressed at that time. Therefore, it is timely to prepare a Freeway Agreement between the City of Moreno Valley and Caltrans.

Several changes have taken place that confirm the need for an Agreement. The limits of Route 60 within City of Moreno Valley jurisdiction in the old Agreement are from Clark Street to Theodore Street. On the east end of Route 60, the City Council recently approved renaming Theodore Street to World Logistics Center (WLC) Parkway. On the west end, the City limit along Route 60 is now from Day Street. Therefore, the limits of the new agreement will change to Day Street and WLC Parkway.

The Agreement states that specific projects will be dealt with by separate Cooperative Agreements. The Agreement also sets forth which party will control frontage roads, freeway, and related facilities. Caltrans also requires that the Freeway Agreement be current whenever a specific project on the Route 60 is approaching construction, such as the Route 60/Moreno Beach Drive Interchange Improvements. The Agreement is required to be updated prior to completing the design of the interchange.

The Agreement is in its final draft form and under review by Caltrans. It is recommended to approve the Agreement at this time in order to ensure it is completed prior to the Route 60/Moreno Beach Drive Interchange construction phase. If the Agreement terms need revision, it is also requested that the City Manager be authorized to approve any minor changes and sign future Amendments, subject to review and approval by the City Attorney.

Approval of the recommended actions would support Objective 4 of the Momentum MoVal Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for timely execution of the State Highway Route 60 Freeway Agreement between the City of Moreno Valley and Caltrans.*
2. Do not approve the recommended actions as presented in this staff report. *This alternative will delay execution of the State Highway Route 60 Freeway Agreement, and potentially delay the construction of needed improvements.*

## **FISCAL IMPACT**

This Agreement does not increase the City’s maintenance responsibilities, because maintenance is addressed in a separate Freeway Maintenance Agreement. Fund appropriations are not required.

## **NOTIFICATION**

N/A

**PREPARATION OF STAFF REPORT**

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

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

Concurred By: Henry Ngo, P.E.  
Capital Projects Division Manager

**CITY COUNCIL GOALS**

**Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

**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.

**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. State Highway Route 60 Freeway Agreement with City of Moreno Valley and Caltrans
- 2. Freeway Agreements between State of California and County of Riverside

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/11/20 9:42 AM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 1:11 PM
City Manager Approval	<u>✓ Approved</u>	3/12/20 2:36 PM

08-RIV-60-PM 13.3/21.4  
 In the City of Moreno Valley  
 On Route 60  
 From Day Street  
 To World Logistics Center Parkway

### **FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF CALIFORNIA, acting by and through the Department of Transportation (herein referred to as "STATE") and the CITY OF MORENO VALLEY, (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above as Route 60 has been declared to be a freeway by Resolution of the California Highway Commission on August 19, 1952; and

WHEREAS, STATE and County of Riverside have entered into a Freeway Agreement dated July 13, 1953, a Supplemental Freeway Agreement dated July 2, 1956, and a Second Supplemental Freeway Agreement dated September 4, 1962, pertaining to that portion of State Highway Route 60 (previously Route 19) between Clark Street and Theodore Street; and

WHEREAS, the CITY has changed the name of Theodore Street to World Logistics Center Parkway; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement because the CITY is the successor agency to the County of Riverside in accordance with the Local Agency Formation Commission (LAFCO) process.

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that portion of said Freeway Agreement dated September 4, 1962.
2. CITY is successor agency to the County and assumes County responsibilities in prior agreements for the locations shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.
3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.
4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets,



08-RIV-60-PM 13.3/21.4  
In the City of Moreno Valley  
On Route 60  
From Day Street  
To World Logistics Center Parkway

frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

ADETOKUNBO TOKS OMISHAKIN  
Director of Transportation

THE CITY OF MORENO VALLEY

By:

By:

\_\_\_\_\_  
MICHAEL D. BEAUCHAMP  
District Director

\_\_\_\_\_  
MIKE LEE  
Interim City Manager

APPROVED AS TO FORM:

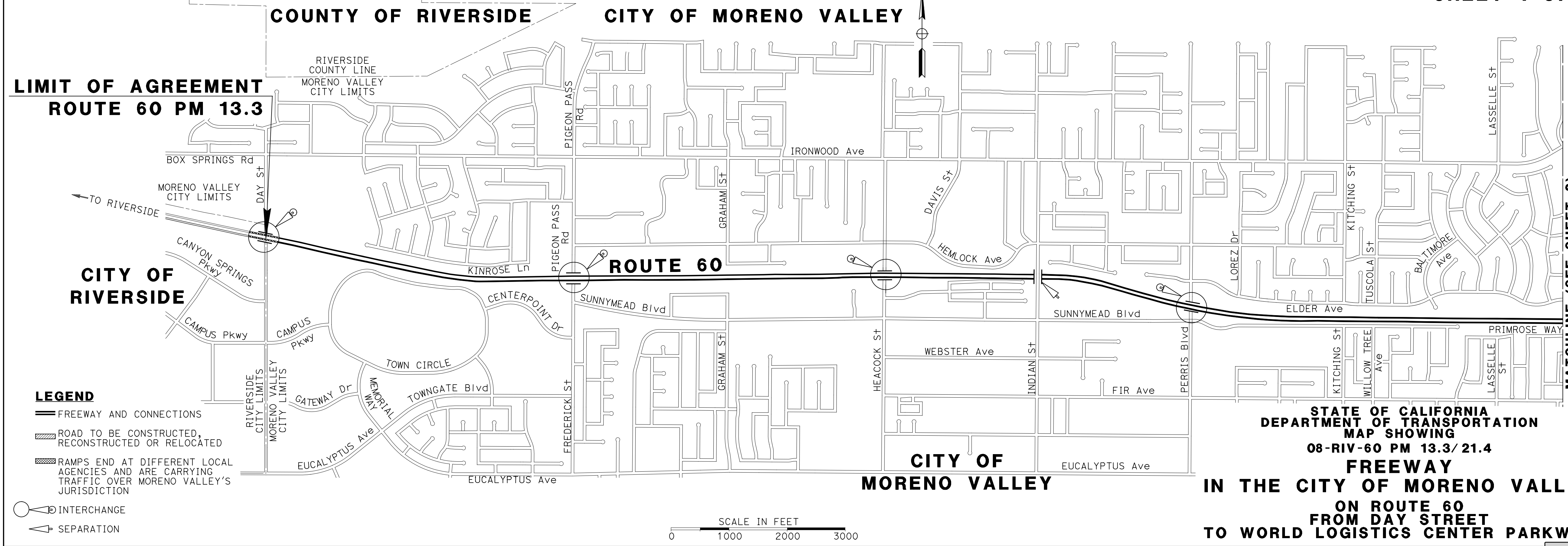
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (State)

\_\_\_\_\_  
MARTIN D. KOCZANOWICZ  
Attorney (City)

Attachment: State Highway Route 60 Freeway Agreement with City of Moreno Valley and Caltrans (3958 : AUTHORIZE EXECUTION OF THE

**EXHIBIT A  
SHEET 1 OF 2**



**LIMIT OF AGREEMENT  
ROUTE 60 PM 13.3**

**CITY OF RIVERSIDE**

**COUNTY OF RIVERSIDE      CITY OF MORENO VALLEY**

**ROUTE 60**

**CITY OF MORENO VALLEY**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
MAP SHOWING  
08-RIV-60 PM 13.3/ 21.4  
FREEWAY  
IN THE CITY OF MORENO VALLEY  
ON ROUTE 60  
FROM DAY STREET  
TO WORLD LOGISTICS CENTER PARKWAY**

**LEGEND**

- FREEWAY AND CONNECTIONS
- ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED
- RAMPS END AT DIFFERENT LOCAL AGENCIES AND ARE CARRYING TRAFFIC OVER MORENO VALLEY'S JURISDICTION
- INTERCHANGE
- SEPARATION



**MATCHLINE (SEE SHEET 2)**

Attachment: State Highway Route 60 Freeway Agreement with City of Moreno Valley and Caltrans (3958 : AUTHORIZE EXECUTION OF THE

**COUNTY OF RIVERSIDE**

**CITY OF MORENO VALLEY**

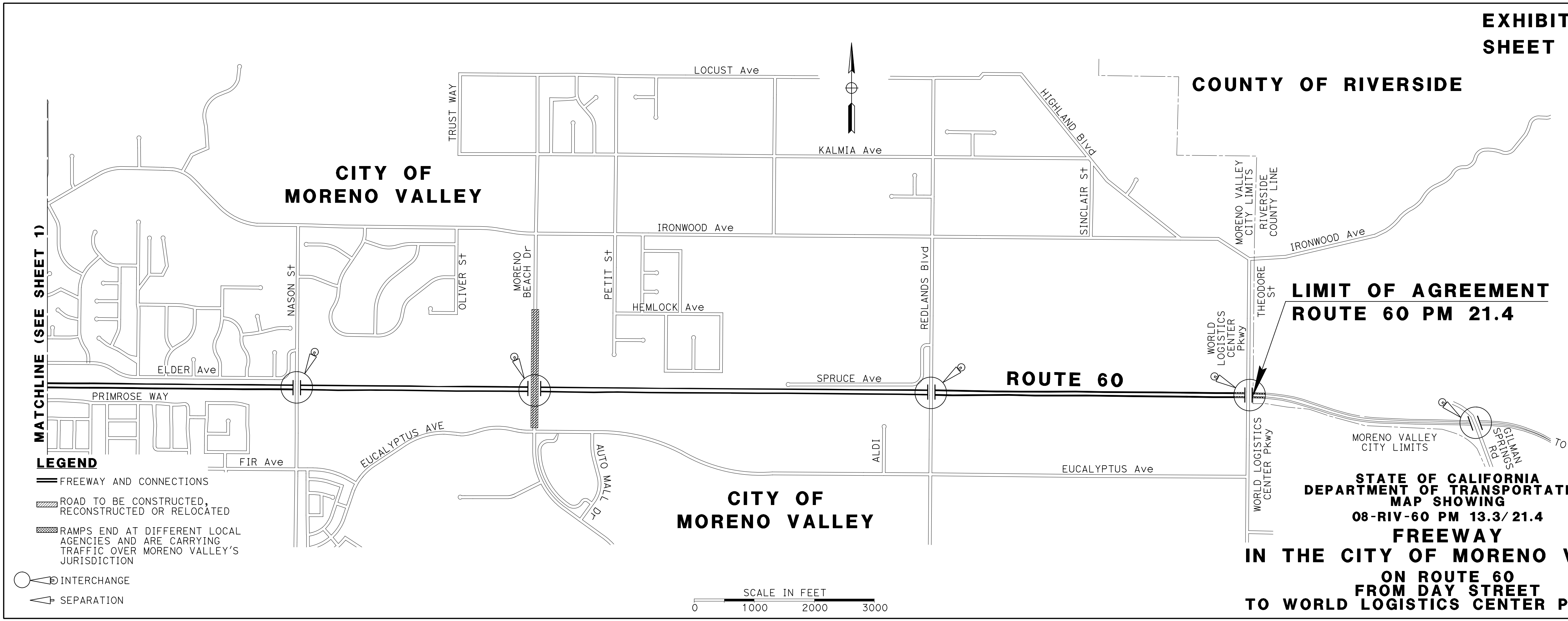
**CITY OF MORENO VALLEY**

**LIMIT OF AGREEMENT**  
**ROUTE 60 PM 21.4**

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**  
**MAP SHOWING**  
**08-RIV-60 PM 13.3/ 21.4**  
**FREEWAY**  
**IN THE CITY OF MORENO VALLEY**  
**ON ROUTE 60**  
**FROM DAY STREET**  
**TO WORLD LOGISTICS CENTER PARKWAY**

IN RIVERSIDE CO. ON ROUTE 60 PM 13.3/21.4

Attachment: State Highway Route 60 Freeway Agreement with City of Moreno Valley and Caltrans (3958 : AUTHORIZE EXECUTION OF THE





NEW ROUTE NO. 60  
130/21.4

4/10/64  
\*  
SUPERSEDED

IN PART 7-2-56

VIII-Riv-19-0

FREWAY AGREEMENT

S

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4 THIS AGREEMENT made and entered into, in duplicate, this  
5 13th day of July, 1953, by and between the STATE OF  
6 CALIFORNIA, acting by and through the Department of Public  
7 Works, Division of Highways, hereinafter for convenience  
8 referred to as "the State," and the COUNTY OF RIVERSIDE,  
9 hereinafter for convenience referred to as "the County,"

WITNESSETH:

10  
11 WHEREAS the California Highway Commission has adopted a  
12 resolution on August 19, 1952, declaring that certain section  
13 of State Highway Route 19 in the County of Riverside between  
14 Clark Street and Theodore Street to be a freeway and,

15 WHEREAS a plan map for such freeway has heretofore been  
16 prepared showing the proposed plan of the State as it affects  
17 the highways of the County, including provisions for closing  
18 county highways, for relocation of county highways, for  
19 carrying county highways to a connection with such freeway,  
20 and for construction of frontage roads.

21 NOW THEREFORE, it is agreed:

22 1. The County agrees and consents to the closing of  
23 county highways, relocation of county highways, and other  
24 construction affecting county highways, all as shown on said  
25 plan map attached hereto marked Exhibit "A", between Clark  
26 Street and Theodore Street and made a part hereof by this  
27 reference.

28 2. The State in the construction of said freeway will, at  
29 the State's expense, make such changes affecting county  
30 highways in accordance with the said plan attached hereto  
31 or as the same may hereafter be modified by subsequent

Attachment: Freeway Agreements between State of California and County of Riverside (3958 : AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60

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agreement between the parties hereto.

3. The State agrees to acquire all real property and interests in real property required for construction affecting county highways and the County authorizes the State to acquire in its behalf all such real property or interests in real property.

4. The County will accept control and maintenance over the relocated county highways and the frontage roads on notice to the County from the State that the work herein provided for on such highways and roads has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper.

5. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

APPROVED AS TO FORM: COUNTY OF RIVERSIDE, a body politic

William O. Mackey  
County Counsel,  
Riverside County

By William E. Jones  
Chairman of the Board of Supervisors

ATTEST: G. A. PEQUEGNAT, CLERK  
STATE OF CALIFORNIA by H. C. Segole  
Department of Public Works deputy

Frank B. Durkee

APPROVED: FRANK B. DURKEE  
Director of Public Works

G. T. McCoy  
State Highway Engineer

APPROVED AS TO FORM: By \_\_\_\_\_

Warren P. Marsden  
Attorney

RESOLUTION

Upon motion of Supervisor Lewis, seconded by Supervisor Varner, and duly carried, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled this 13th day of July, 1953, that the Chairman of this Board be and he is hereby authorized and directed to execute on behalf of the County of Riverside an agreement with the State of California, acting by and through the Department of Public Work, Division of Highways, providing for freeway status of State Highway Route 19 between Clark Street and Theodore Street, said agreement being numbered VIII-Riv-19-C.

Roll call resulted as follows:

Ayes: Supervisors Hayden, Warren, Varner, Lewis and Jones.

Noes: None

Absent: None

The foregoing minute order is hereby certified to be a full, true and correct copy of the minutes made and entered on the 13 day of July 1953, in Book 49 of Supervisors' Minutes, at page 17 thereof.

Attest July 13, 1953

G. A. Pequegnat, Clerk of the Board of Supervisors, in and for the County of Riverside, State of California.

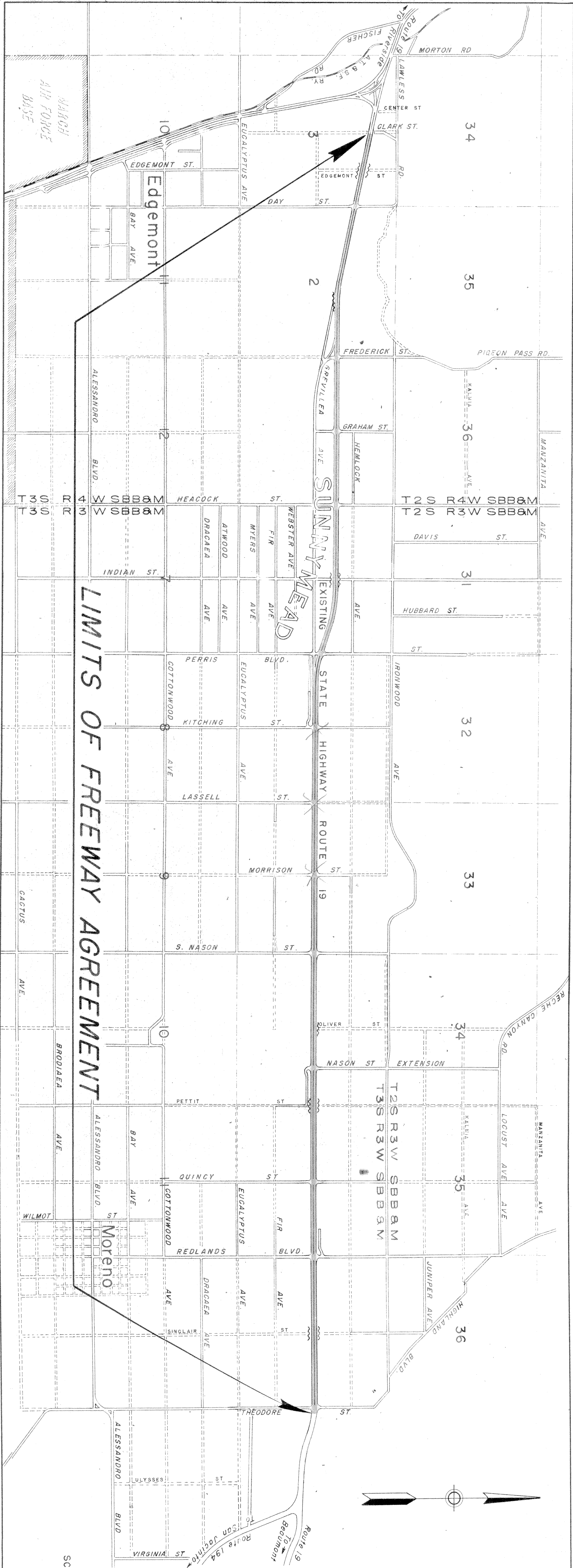
By Betty Cook Deputy

COPY

Attachment: Freeway Agreements between State of California and County of Riverside (3958 : AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60



419064



LIMITS OF FREEWAY AGREEMENT

IN RIVERSIDE COUNTY BETWEEN CLARK STREET AND THEODORE STREET

EXHIBIT A

NEW ROUTE No. 60

- LEGEND**
- INDICATES FREEWAY
  - INDICATES COUNTY HIGHWAY RELOCATIONS
  - INDICATES FRONTAGE ROADS AND CONNECTIONS
  - INDICATES DEDICATED ROADS NOT IN PUBLIC USE
  - INDICATES ROAD CLOSURE

SCALE 1" = 2000'

1953

STATE OF CALIFORNIA  
 DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF HIGHWAYS  
 DIST. VIII - RIV - 19-C

**FREEWAY**

[Signature]  
 District Engineer



VIII-Riv-19-C

SEE SECOND SUPPLEMENTAL DTD 9/4/52

SUPPLEMENTAL FREEWAY AGREEMENT

THIS AGREEMENT made and entered into, in duplicate, this 2nd day of July, 1956, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State," and the County of Riverside, hereinafter for convenience referred to as "County,"

WITNESSETH:

WHEREAS, State and County have heretofore entered into a Freeway Agreement dated July 13, 1953, relating to that certain portion of State Highway Route 19 in the County of Riverside, between Clark Street and Theodore Street; and

WHEREAS, the plan of construction, as shown on Exhibit "A" attached to said agreement, has been altered in certain respects since the date of execution of said agreement; and

WHEREAS a new plan map has been prepared showing the altered plan of construction;

NOW THEREFORE, it is agreed:

1. That the plan map attached hereto, marked Revised Exhibit "A", shall be substituted for Exhibit "A" attached to the Freeway Agreement dated July 13, 1953, and become a part of said agreement for all purposes;

2. The County agrees and consents to the construction of local roads all as shown on said plan map attached hereto marked Revised Exhibit "A", between Clark Street and Theodore Street;

3. The County will accept control and maintenance over the constructed local roads on notice to the County from the



1 State that the work herein provided for on such roads has  
2 been completed.

3 4. The grade separations shown on said plan map  
4 attached hereto marked Revised Exhibit "A" will be either  
5 undercrossings or overcrossings as detailed engineering  
6 studies may determine will best fit the locality.

7 5. It is understood that construction of this freeway  
8 may be by stages. During such stage construction, provision  
9 will be made for cross traffic at the existing intersections  
10 and/or the grade separation sites.

11 6. That except for the substitution of the revised  
12 plan map and except for the provisions of clauses 2,3,4,  
13 and 5 above, said freeway agreement dated July 13, 1953,  
14 shall remain in full force and effect unmodified by any  
15 provision of this agreement.

16 IN WITNESS WHEREOF, the parties hereunto have set  
17 their hands and seals the day above first written.

18 COUNTY OF Riverside, a body politic

19 APPROVED AS TO FORM:

20 By William E. Jones  
21 Chairman, Board of Supervisors

22 Warren P. Marsden  
23 Attorney

24 APPROVED:

25 STATE OF CALIFORNIA  
26 Department of Public Works

27 G. T. McCoy  
28 State Highway Engineer

29 FRANK B. DURKEE  
30 Director of Public Works

(SEAL)

31 By A. H. Henderson  
A. H. Henderson  
Deputy Director  
Jul 20 1956

FORM APPROVED  
RAY T. SULLIVAN, JR.  
COUNTY COUNSEL

BY Leo A. Deegan  
ASSISTANT

COPY

COPY

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on July 2, 1956, that the Chairman of this Board is authorized and directed to execute on behalf of said County the Agreement dated July 2, 1956, between said County and State Division of Highways providing for a certain portion of State Highway Route 19 in the County of Riverside, between Clark Street and Theodore Street.

Roll Call resulted as follows:

Ayes: Supervisors Anderson, Warren, Berkey, McCall and Jones

Noes: None

Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

G. A. PEQUEGNAT, Clerk of said Board

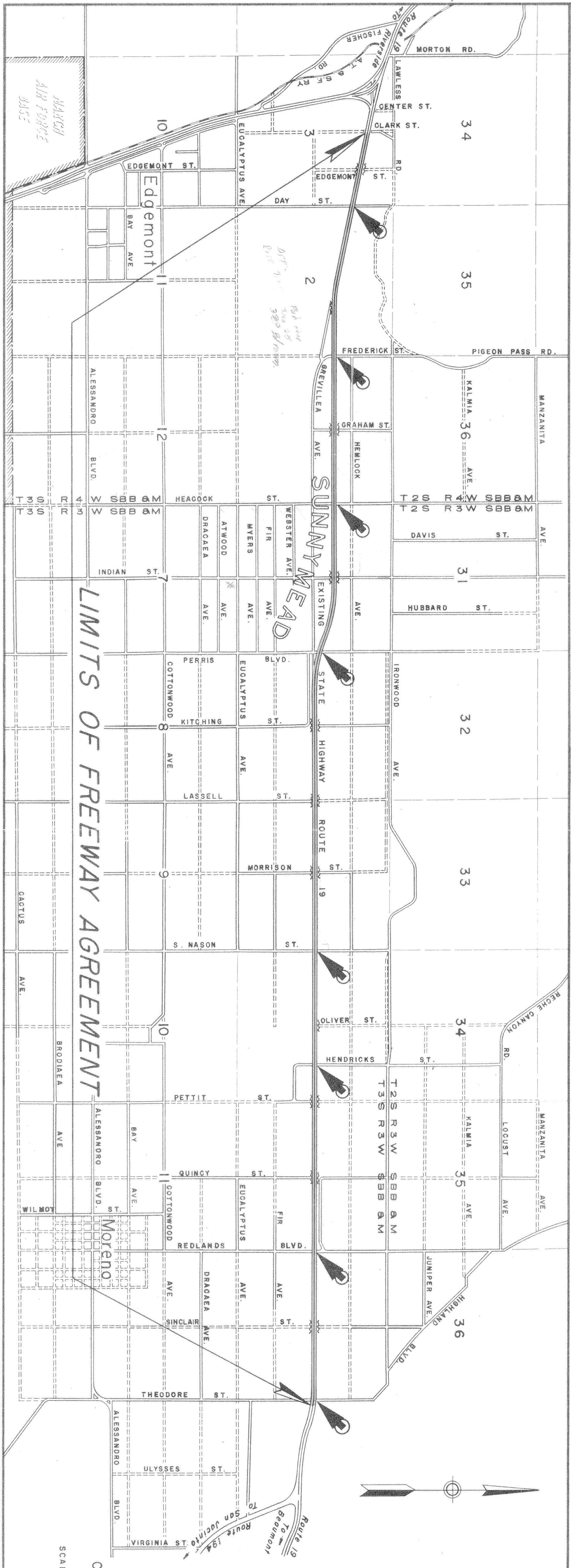
By /s/ R. Flint  
Deputy (SEAL)

(SEAL)

Attachment: Freeway Agreements between State of California and County of Riverside (3958 : AUTHORIZE EXECUTION OF



823003



LIMITS OF FREEWAY AGREEMENT

IN RIVERSIDE COUNTY BETWEEN  
 CLARK STREET AND THEODORE STREET

SCALE 1" = 2000

*W.L. [Signature]*  
 District Engineer

1956

STATE OF CALIFORNIA  
 DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF HIGHWAYS  
 DIST. VIII - RIV - 19-C  
**FREEWAY**

- LEGEND**
- ▬▬▬ INDICATES FREEWAY
  - ▬▬▬ INDICATES GRADE SEPARATION WITH INTERCHANGE FACILITIES
  - ▬▬▬ INDICATES COUNTY HIGHWAY RELOCATIONS, RECONSTRUCTION AND LOCAL ROADS TO BE CONSTRUCTED
  - ▬▬▬ INDICATES ROAD CLOSURES
  - ▬▬▬ INDICATES DEDICATED ROADS NOT IN PUBLIC USE

REVISED  
**EXHIBIT A**

NEW ROUTE No. 60



2ND SUPPLEMENTAL FREEWAY AGREEMENT

OK

THIS AGREEMENT made and entered into, in duplicate, this 4th day of September, 1962, by and between the STATE OF CALIFORNIA, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "State," and the COUNTY OF RIVERSIDE, hereinafter for convenience referred to as "County,"

WITNESSETH:

WHEREAS, State and County have heretofore entered into a Freeway Agreement dated July 13, 1953, and a Supplemental Freeway Agreement dated July 2, 1956, relating to that certain portion of State Highway Route 19 in the County of Riverside, between Clark Street and Theodore Street; and

WHEREAS, the plan of construction, as shown on Revised Exhibit "A" attached to said supplemental agreement, has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction.

NOW THEREFORE, it is agreed:

1. That the plan map attached hereto, marked 2nd Revised Exhibit "A", shall be substituted for Revised Exhibit "A" attached to the Freeway Agreement dated July 2, 1956, and become a part of said agreement for all purposes.

2. That the addition of a grade separation at Indian Street is subject to the execution of a further agreement between the County and the State, setting out the precise division of cost, method of deposit of funds and computing final costs, said agreement to be based on the following general conditions:

Attachment: Freeway Agreements between State of California and County of Riverside (3958 : AUTHORIZE EXECUTION OF THE STATE HIGHWAY ROUTE 60

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A. The County will acquire the necessary right of way between Hemlock Avenue and Grevillea Avenue for the construction of a grade separation at Indian Street.

B. The County will bear the normal construction cost which would be required to construct a comparable facility for Indian Street between Hemlock and Grevillea Avenue if the freeway were not in existence.

C. The State will bear the cost of the Indian Street Separation structure and embankment for the approaches occasioned by the freeway.

3. That except for the substitution of the 2nd revised plan map, and except for the provisions of Clause 2 above, said Freeway Agreement dated July 13, 1953, and Supplemental Freeway Agreement dated July 2, 1956, shall remain in full force and effect, unmodified by any provisions of this agreement.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

APPROVED:  
  
/s/ Chas. E. Waite  
State Highway Engineer

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
  
ROBERT B. BRADFORD  
DIRECTOR OF PUBLIC WORKS  
  
By /s/ John H. Stanford (Seal)  
John H. Stanford SEP 26 1962  
Assistant Director

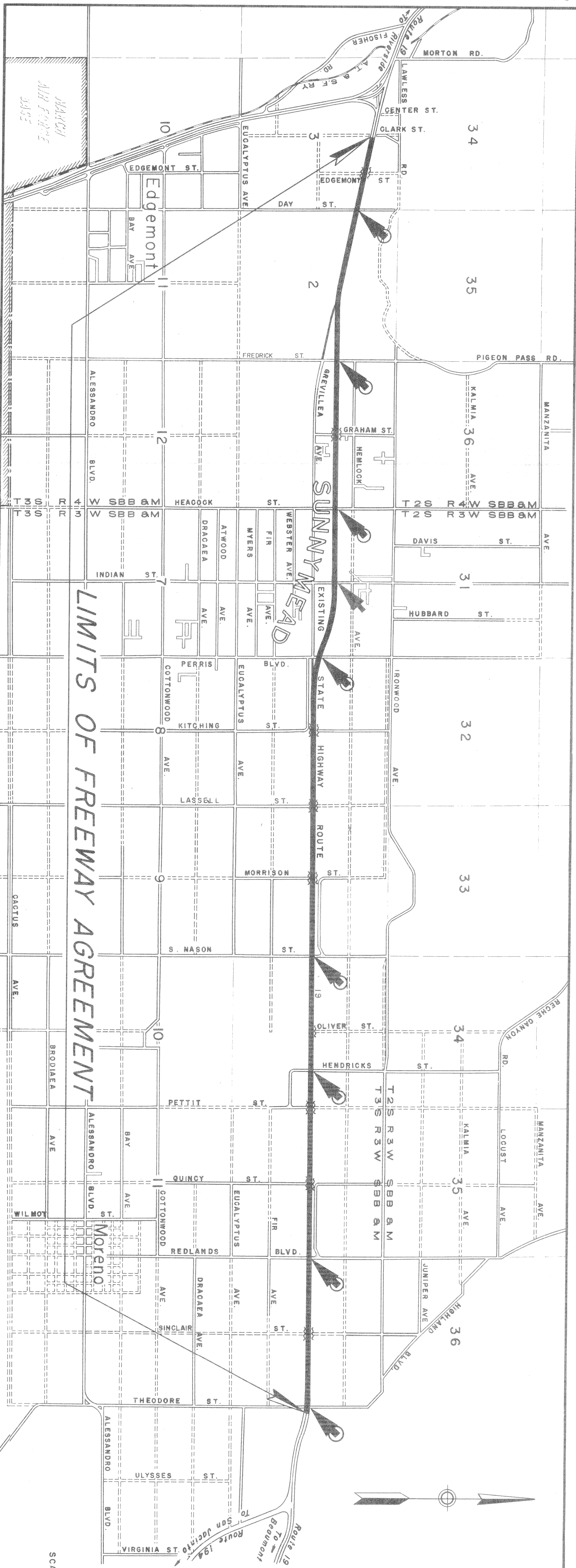
APPROVED AS TO FORM:  
  
/s/ Warren P. Marsden  
Attorney

COUNTY OF RIVERSIDE  
(a body politic)  
  
/s/ Norman J. Davis  
Chairman, Board of Supervisors

ATTEST:  
G. A. PEQUEGNAT, Clerk (Seal)  
  
By /s/ M. A. Kellar



829009



LIMITS OF FREEWAY AGREEMENT

2ND REVISED EXHIBIT A

- LEGEND
- INDICATES FREEWAY
  - INDICATES GRADE SEPARATION ONLY
  - INDICATES GRADE SEPARATION WITH INTERCHANGE FACILITIES
  - INDICATES COUNTY HIGHWAY RELOCATIONS, RECONSTRUCTION AND LOCAL ROADS TO BE CONSTRUCTED
  - INDICATES ROAD CLOSURES
  - INDICATES DEDICATED ROADS NOT IN PUBLIC USE

IN RIVERSIDE COUNTY BETWEEN CLARK STREET AND THEODORE STREET

FREEWAY

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS  
DIST. VIII - RIV - 19 - C

SCALE 1" = 2000

1962

*W.L. Anderson*  
District Engineer





## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** LGL19-0053 - NOTICE OF INTENT TO VACATE A PORTION OF STODDARD STREET LOCATED BETWEEN WILLIAMS AVENUE AND ALESSANDRO BOULEVARD.

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, Declaring its Intention to Vacate a Portion of Stoddard Street located between Williams Avenue and Alessandro Boulevard.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

### **SUMMARY**

This report recommends adoption of the proposed resolution for the full vacation for that portion of Stoddard Street located between Williams Avenue and Alessandro Boulevard. The applicant's property is located on the east side of Stoddard Street, on the south corner of Williams Avenue. The resolution sets the Public Hearing to vacate said portion of Stoddard Street to be held at the April 21, 2020 City Council meeting.

### **DISCUSSION**

Vacation of this portion of Stoddard Street would abandon all of the City's rights for public use except as requested by the Eastern Municipal Water District for existing water facilities. The vacation for sixty (60) feet of right-of-way along Stoddard Street between Williams Avenue and Alessandro Boulevard is in accordance with the Streets & Highways Code, Division 9, Part 3, Chapter 3. The subject street segment to be vacated is excess right of way not currently used by the public or maintained by the



City, with the exception of the water line. A resolution stating the City's intent to vacate the right of way is required as part of the street vacation process.

Staff recommends adopting the attached resolution, which would initiate the vacation procedure pursuant to the Streets and Highways Codes and set the Public Hearing date to consider the vacation of a portion of Stoddard Street at the regularly scheduled City Council meeting on April 21, 2020.

### **ALTERNATIVES**

1. Approve the recommended actions as presented in this staff report. *Staff recommends this alternative as this would allow the street vacation process to move forward.*
2. Do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this would not allow the street vacation process to move forward at this time as well as increase maintenance and liability.*

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **NOTIFICATION**

Publication of Agenda. Written notice has been given to the various utility companies.

### **PREPARATION OF STAFF REPORT**

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Prepared By:  
Guy Pegan, P.E.  
Senior Engineer

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

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

### **CITY COUNCIL GOALS**

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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

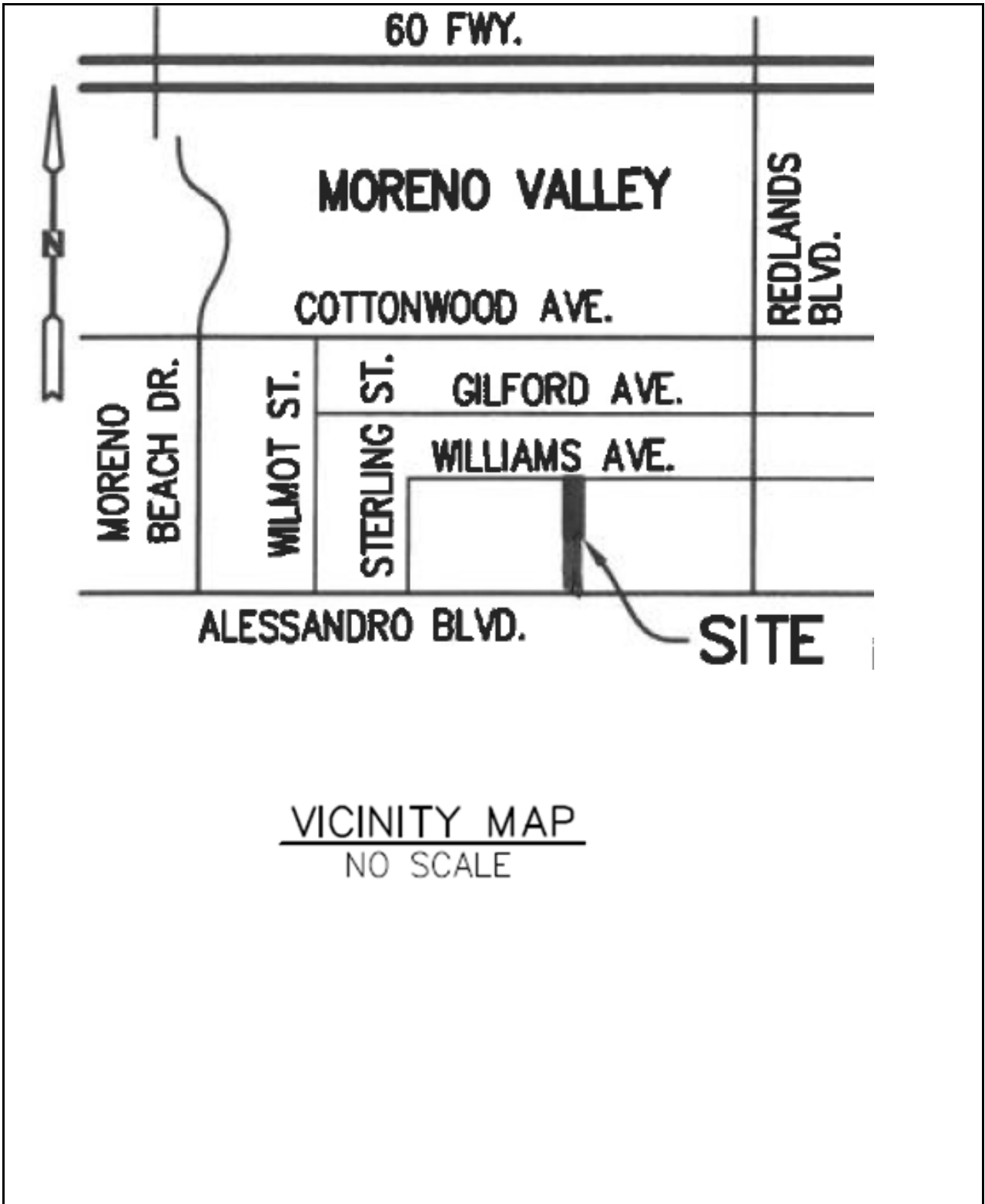
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

**ATTACHMENTS**

- 1. Vicinity Map - LGL19-0053 Vacation Notice of Intent
- 2. Resolution 2020-XX - LGL19-0053 Vacation Notice of Intent

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:40 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 1:28 PM
City Manager Approval	<u>✓ Approved</u>	3/09/20 4:43 PM



VICINITY MAP  
NO SCALE

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

LGL19-0053  
Project Site

Attachment: Vicinity Map - LGL19-0053 Vacation Notice of Intent (3949 : LGL19-0053 - NOTICE OF INTENT TO VACATE A PORTION OF

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A PORTION OF STODDARD STREET LOCATED BETWEEN WILLIAMS AVENUE AND ALESSANDRO BOULEVARD.

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

Section 1

That the City Council of the City of Moreno Valley, California, intends to order the vacation of a portion of Stoddard Street along assessor parcel numbers 478-175-004, 478-175-011, 478-176-001 and 478-176-008, as shown on the Moreno Subdivision Tract filed in Book 11, Page 19 of Maps in the Office of the County Recorder of San Bernardino County, California more particularly described in the legal description and illustrated on the plat, attached hereto and made a part hereof, marked as Exhibits "A" and "B", respectively. An easement will be reserved for Eastern Municipal Water District facilities that exist within this segment of Stoddard Street.

Section 2

This vacation proceeding is conducted pursuant to the provisions of Chapter 3, Part 3 of Division 9 of the Streets and Highways Code of the state of California, designated "General Vacation Procedure" (beginning at Section 8320 of said Code) and the proposed vacation was found to be in conformance with the General Plan Policies by the Planning Commission at the February 27<sup>th</sup>, 2020 meeting.

Section 3

Notice is hereby given that on April 21, 2020 at the hour of 6:00 p.m. in the Council Chambers of the City Hall of the City of Moreno Valley, California, is the time and place fixed for hearing all persons interested in or objecting to the proposed street vacation.

Section 4

The City Engineer of the said City of Moreno Valley shall cause to be conspicuously posted, along the line of the street proposed to be vacated, notices of the passage of this Resolution of Intention, which notices shall be posted at least two weeks before the day set for the hearing. Notices shall be posted not more than 300 feet apart but at least three notices shall be posted. The notices shall state the day, hour and place of the hearing, and describe the street or public service easement proposed to be vacated.

Section 5

In addition, pursuant to Section 8322 of the Streets and Highways Code, this Resolution shall be posted by the City Clerk in public places designated by the City Council for the posting of resolutions and ordinances of the City, and published in a newspaper of general circulation within the City for at least two (2) successive weeks prior to the hearing.

Section 6

That the City Clerk if the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**RESOLUTION JURAT**

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE ) ss.

CITY OF MORENO VALLEY )

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 17<sup>th</sup> day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**RIGHT OF WAY VACATION**

ALL THAT PORTION OF STODDARD STREET, 60.00 FEET WIDE, WHICH ADJOINS LOT 9 AND LOT 10 IN BLOCK 34, LOT 1 AND LOT 8 IN BLOCK 35 AND ALSO ADJOINS THE 20.00 FOOT WIDE ALLEY WHICH ADJOINS THE HEREINABOVE MENTIONED LOTS OF THE TOWN OF MORENO AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, AT PAGE 19, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

SAID PARCEL CONTAINS 15,310 SQUARE FEET, 0.35 ACRES NET, MORE OR LESS

PREPARED UNDER THE SUPERVISION OF:

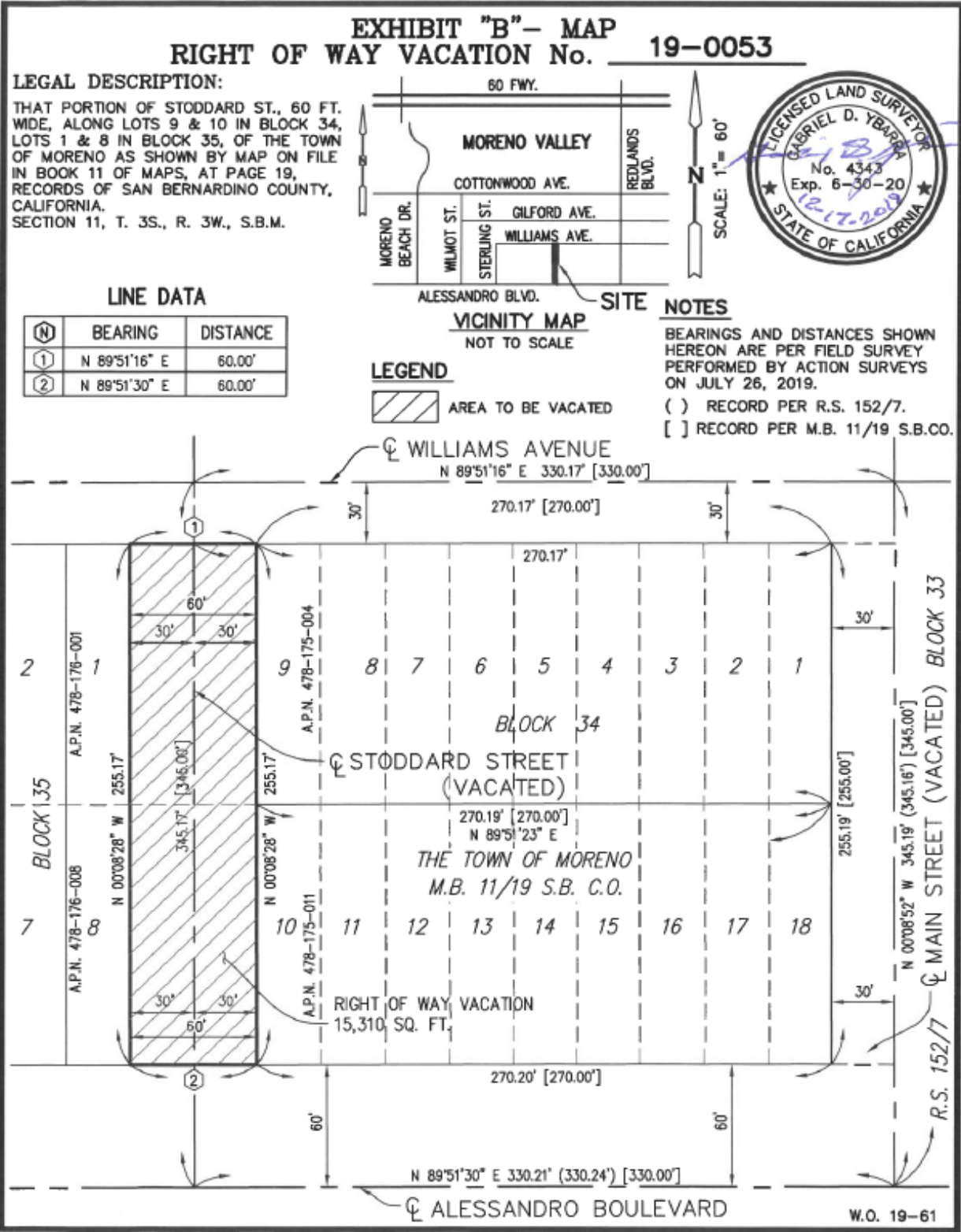
*Gabriel D. Ybarra* 12-17-2019

GABRIEL D. YBARRA DATE  
L.S. 4343, REG. EXP. 06-30-2020



Exhibit "A" 2019-61R1





Attachment: Resolution 2020-XX - LGL19-0053 Vacation Notice of Intent [Revision 3] (3949 : LGL19-0053 - NOTICE OF INTENT TO VACATE A



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE FISCAL YEAR 2020/21 SENATE BILL 1 FUNDING FOR CITYWIDE PAVEMENT REHABILITATION AND PRESERVATION

---

### **RECOMMENDED ACTION**

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

1. Adopt Resolution No. 2020-XX – To establish a Citywide Pavement Rehabilitation and Preservation project list for submission to the California Transportation Commission for Fiscal Year 2020/21 Senate Bill (SB) 1 funding.
2. Authorize the City Engineer to make any minor adjustments to the limits of work and minor modifications to the project list, as necessary.

### **SUMMARY**

Roadway maintenance remains a top priority for the City Council. This report is for adoption of a Resolution approving a list of street segments for pavement rehabilitation for submission to the California Transportation Commission (CTC) to receive funding from the Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 for Fiscal Year 2020/21.

### **DISCUSSION**

On April 28, 2017, the Governor signed SB 1 to address basic road maintenance, rehabilitation, and critical safety needs on state highways as well as local streets and roads. Funds are generated via fuel excise taxes and vehicle registration fees and a portion are allocated by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects.

Prior to receiving the annual allocation of the formula-based SB1 funds, local agencies must submit a project list to the CTC prior to May 1, 2020. The project list must include a description and the location of each street segment, a proposed schedule for project completion, and the estimated useful life of the improvements. The project list does not limit the flexibility of an eligible city to fund projects in accordance with local needs and priorities so long as the projects are consistent with SB 1 funding priorities.

In addition to submitting a proposed list of projects to the CTC for approval, to remain eligible for SB1 funds, local agencies are required to:

- Submit annual documentation regarding completed projects
- File an annual report of expenditures for street or road purposes with the State Controller's Office
- Sustain a Maintenance of Effort (MOE)
- By July 1, 2023, follow guidelines developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs

The City is scheduled to receive \$3.93 million in SB 1 funding in Fiscal Year 2020/21 for the nearly \$600 million pavement infrastructure. Currently, there is roughly \$100 million of critical deferred maintenance needs, and \$250 million overall, for the 505 centerline-miles of streets within the City's 51 square mile boundary.

The street segments selected are from the updated Pavement Management Plan (PMP) Five-Year Look-Ahead approved by Council on December 17, 2019. All PMP FY 2020/21 street segments not eligible for Community Development Block Grant funding have been identified for SB1 funding. In addition, some segments are recommended for acceleration off the PMP FY 2021/22 list and the PMP FY 2022/23 list. This anticipated acceleration is a result of the additional funding that the Council has authorized over the past fiscal years as a means to address critical repairs as soon as possible. Furthermore, in order to be prepared to maximize the available budget, additional street segments from the PMP FY 2021/22 list have been included but may not be constructed dependent upon bids received.

For the proposed segments, staff is also recommending that the City Council authorize the City Engineer to make minor modifications to the limits of work on individual street segments to accommodate any changes in private property development of other conflicting Capital Improvement Plan projects that may arise prior to bidding the project for construction. Additionally, staff recommends authorizing the City Engineer to make minor modifications to comply with any changes in the CTC procedures or forms to avoid delays.

Consistent with the approved *Momentum MoVal* Strategic Plan, staff is taking proactive steps to create an ongoing annual pavement preservation program with similar level of efforts in roadway maintenance.

## **ALTERNATIVES**

1. Approve the recommended actions as presented in this staff report. *This alternative will allow timely project list submittal for SB 1 for Fiscal Year 2020/21 funding and commence of citywide street pavement rehabilitation project.*
2. Do not approve the recommended actions as presented in this staff report and provide alternate direction to staff. *This alternative may jeopardize receiving of SB 1 funding for Fiscal Year 2020/21 and delay use of State funding to meet the Council's priority to enhance the condition of City's roadways.*

## **FISCAL IMPACT**

This project is included in the adopted Fiscal Year (FY) 2019/20 and 2020/21 Capital Improvement Plan (CIP). **There is no impact to the General Fund**

## **NOTIFICATION**

All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the areas affected by the pavement rehabilitation will be notified in a timely manner prior to the start of construction work.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Quang Nguyen, P.E.  
Senior Engineer

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

Concurred By:  
Henry Ngo, P.E.  
Capital Projects Division Manager

## **CITY COUNCIL GOALS**

**Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

**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. FY 20.21 SB 1 Project List Resolution

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/02/20 6:41 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:12 AM
City Manager Approval	<u>✓ Approved</u>	3/05/20 11:25 AM

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020/21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$3.93 million in RMRA funding in Fiscal Year 2020/21 from SB 1; and

**WHEREAS**, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a public process to ensure public input into our community’s transportation priorities, capital improvement needs, and the project list; and

**WHEREAS**, the City used several key criteria and a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate 81 street segments throughout the City this year and secure the implementation of similar needed projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an “at-risk” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

Attachment: FY 20.21 SB 1 Project List Resolution [Revision 1] (3922 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. Exhibit A is the list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2020/21 Road Maintenance and Rehabilitation Account revenues.
3. Exhibit B is the relisting of FY 2019/20 projects that have not been completed yet. The City is reaffirming to the public and the State our intent to fund these projects in-part or solely with Fiscal Year 2019/20 Road Maintenance and Rehabilitation Account revenues.

**PASSED AND ADOPTED** by the City Council of the City, State of California this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:



## EXHIBIT A

CITY OF MORENO VALLEY FISCAL YEAR 2020/2021 PROJECT LIST									
No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
<i>Arterial and Collector Streets</i>									
1	Alessandro Blvd	Moreno Beach Dr	Redlands Blvd	40	10,000	Pavement Surface Replacement	\$387,000	10/30/2021	10+ Years
2	Alessandro Blvd	Virginia St	Gilman Springs Rd	22	4,500	Pavement Surface Replacement	\$308,000	10/30/2021	10+ Years
3	Cottonwood Ave	Moreno Beach Dr	Quincy St	55	3,300	Local Repairs/ Slurry Seal	\$54,000	10/30/2021	5-10 Years
4	Eucalyptus Ave	Lasselle St	Morrison St	54	7,100	Local Repairs/ Slurry Seal	\$80,000	10/30/2021	5-10 Years
5	John F. Kennedy Dr	Kitching St	Lasselle St	50	11,500	Local Repairs/ Slurry Seal	\$47,000	10/30/2021	5-10 Years
6	Kalmia Ave	Perris Blvd	Lombardy Ln	51	3,500	Local Repairs/ Slurry Seal	\$22,000	10/30/2021	5-10 Years
7	Morton Rd	Box Springs Rd	Penunuri Way	29	2,500	Pavement Surface Replacement	\$192,000	10/30/2021	5-10 Years
8	Lasselle St	Gentian Ave	Iris Ave	50	16,900	Local Repairs/ Slurry Seal	\$51,000	10/30/2021	5-10 Years
9	Lasselle St	Ninebark St	Eucalyptus Ave	50	8,000	Local Repairs/ Slurry Seal	\$80,000	10/30/2021	5-10 Years
10	Alessandro Blvd	Old 215 Frontage Rd	Elsworth St	59	29,500	Local Repairs/ Slurry Seal	\$310,000	10/30/2021	5-10 Years
11	Kalmia Ave	Lombardy Ln	Kitching St	25	3,500	Pavement Surface Replacement	\$129,000	10/30/2021	10+ Years
12	Ironwood Ave	Redlands Blvd	Theodore St	28	2,500	Pavement Surface Replacement	\$350,000	10/30/2021	10+ Years
13	Kitching St	Cottonwood Ave	Alessandro Blvd	35	9,900	Pavement Surface Replacement	\$390,000	10/30/2021	10+ Years
14	Kitching St	Lurin Ave	Plumeria Ln	54	9,700	Local Repairs/ Slurry Seal	\$35,000	10/30/2021	5-10 Years
15	Delphinium Ave	Heacock St	Indian St	26	4,000	Pavement Surface Replacement	\$255,000	10/30/2021	10+ Years
<i>Residential Streets</i>									
16	Brookmead Dr	Mountain View Rd	South End	43	n/a	Local Repairs/ Slurry Seal	\$2,800	10/30/2021	5-10 Years
17	Cobble Creek Dr	Meadow Creek Dr	Brookmead Dr	43	n/a	Local Repairs/ Slurry Seal	\$16,000	10/30/2021	5-10 Years
18	Country Gate Rd	Mountain View Rd	Moutain View Rd	51	n/a	Local Repairs/ Slurry Seal	\$41,000	10/30/2021	5-10 Years
19	Country Grove Dr	Mountain View Rd	Springdale Dr	72	n/a	Local Repairs/ Slurry Seal	\$54,000	10/30/2021	5-10 Years
20	Crest Brook Dr	Mountain View Rd	East End	40	n/a	Local Repairs/ Slurry Seal	\$8,000	10/30/2021	5-10 Years
21	Crossing Green Cir	West End	East End	40	n/a	Local Repairs/ Slurry Seal	\$16,000	10/30/2021	5-10 Years
22	Glen Rock Cir	Crest Brook Dr	South End	37	n/a	Pavement Surface Replacement	\$23,000	10/30/2021	10+ Years
23	Meadow Creek Dr	Cobble Creek Dr	Brookmead Dr	43	n/a	Local Repairs/ Slurry Seal	\$14,000	10/30/2021	5-10 Years
24	Mountain View Rd	Country Gate Rd	City Limit	65	n/a	Local Repairs/ Slurry Seal	\$75,000	10/30/2021	5-10 Years
25	River Run Cir	Cobble Creek Dr	North End	42	n/a	Local Repairs/ Slurry Seal	\$7,000	10/30/2021	5-10 Years
26	Springdale Dr	West End	East End	47	n/a	Local Repairs/ Slurry Seal	\$40,000	10/30/2021	5-10 Years
27	Streamwood Cir	Springdale Dr	North End	45	n/a	Local Repairs/ Slurry Seal	\$4,000	10/30/2021	5-10 Years
28	Tributary Dr	Mountain View Rd	Country Gate Rd	58	n/a	Local Repairs/ Slurry Seal	\$9,000	10/30/2021	5-10 Years
29	Jimson Pl	West End	Joshua Tree Ave	80	n/a	Local Repairs/ Slurry Seal	\$7,000	10/30/2021	5-10 Years
30	Joshua Tree Ave	Delphinium Ave	Cactus Ave	33	n/a	Pavement Surface Replacement	\$75,000	10/30/2021	10+ Years
31	Silverwood Ln	West End	Joshua Tree Ave	80	n/a	Local Repairs/ Slurry Seal	\$7,000	10/30/2021	5-10 Years
32	Love Ct	West End	Joshua Tree Ave	20	n/a	Pavement Surface Replacement	\$20,000	10/30/2021	10+ Years
33	Calle Familia	Los Estados Ct	Las Rosas Av	40	n/a	Local Repairs/ Slurry Seal	\$6,000	10/30/2021	5-10 Years

## EXHIBIT A

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
34	Camino Grande	Paseo Pacifico	Casa Encantador Rd	50	n/a	Local Repairs/ Slurry Seal	\$6,000	10/30/2021	5-10 Years
35	Casa Encantador Rd	Kitching St	Lasselle St	58	n/a	Local Repairs/ Slurry Seal	\$48,000	10/30/2021	5-10 Years
36	Casa Fantastico Dr	Camino Grande	Paseo Carmel	48	n/a	Local Repairs/ Slurry Seal	\$19,000	10/30/2021	5-10 Years
37	Casa Grande St	Gentian Ave	Rancho Lucero Dr	47	n/a	Local Repairs/ Slurry Seal	\$22,000	10/30/2021	5-10 Years
38	Hugo Road	Gentian Ave	Casa Fantastico Dr	73	n/a	Local Repairs/ Slurry Seal	\$3,000	10/30/2021	5-10 Years
39	La Puebla St	Casa Encantador Rd	Via Carlos Ct	59	n/a	Local Repairs/ Slurry Seal	\$5,000	10/30/2021	5-10 Years
40	Las Rosas Ave	Calle Familia	Casa Encantador Rd	31	n/a	Pavement Surface Replacement	\$35,000	10/30/2021	10+ Years
41	Los Estados St	Casa Encantador Rd	Calle Familia	23	n/a	Pavement Surface Replacement	\$36,000	10/30/2021	10+ Years
42	Morongo Ct	Rancho Tierra Dr	North End	34	n/a	Pavement Surface Replacement	\$19,000	10/30/2021	10+ Years
43	Normando Ct	Paseo Pacifico	North End	50	n/a	Local Repairs/ Slurry Seal	\$4,000	10/30/2021	5-10 Years
44	Paseo Carmel	Casa Fantastico Dr	Casa Encantador Rd	36	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
45	Paseo Cortez	Casa Encantador Rd	Rancho Tierra Dr	45	n/a	Local Repairs/ Slurry Seal	\$10,000	10/30/2021	5-10 Years
46	Paseo Pacifico	Paseo Carmel	Camino Grande	53	n/a	Local Repairs/ Slurry Seal	\$17,000	10/30/2021	5-10 Years
47	Rancho Lucero Dr	Via Cortez	Casa Grande St	49	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
48	Rancho Tierra Dr	Paseo Cortez	Via Lorca Dr	38	n/a	Local Repairs/ Slurry Seal	\$12,000	10/30/2021	5-10 Years
49	Via Alicia Dr	Via Carlos Ct	Vista Famoso Dr	36	n/a	Local Repairs/ Slurry Seal	\$9,000	10/30/2021	5-10 Years
50	Via Carlos Ct	Via Alicia Dr	North End	46	n/a	Local Repairs/ Slurry Seal	\$10,000	10/30/2021	5-10 Years
51	Via Cortez	Casa Encantador Rd	Rancho Lucero Dr	47	n/a	Local Repairs/ Slurry Seal	\$6,000	10/30/2021	5-10 Years
52	Via Lorca Dr	Rancho Tierra Dr	Casa Encantador Rd	45	n/a	Local Repairs/ Slurry Seal	\$5,000	10/30/2021	5-10 Years
53	Vista Famoso Dr	Via Alicia Dr	Casa Encantador Rd	48	n/a	Local Repairs/ Slurry Seal	\$18,000	10/30/2021	5-10 Years
54	Bristol Ave	Venetian Dr	Villa Hermosa	59	n/a	Local Repairs/ Slurry Seal	\$6,000	10/30/2021	5-10 Years
55	Crodova Way	Venetian Dr	Villa Hermosa	60	n/a	Local Repairs/ Slurry Seal	\$5,000	10/30/2021	5-10 Years
56	Craigmont Ave	Santa Barbara St	North End	67	n/a	Local Repairs/ Slurry Seal	\$3,000	10/30/2021	5-10 Years
57	Kitching St	Santa Barbara St	Kalmia St	5	n/a	Pavement Surface Replacement	\$83,000	10/30/2021	5-10 Years
58	Mathews Rd	Ironwood Ave	North End	60	n/a	Local Repairs/ Slurry Seal	\$36,000	10/30/2021	5-10 Years
59	Ridgemont Dr	Kalmia St	North End	61	n/a	Local Repairs/ Slurry Seal	\$14,000	10/30/2021	5-10 Years
60	San Antonio St	Kitching St	Ridgemont Dr	50	n/a	Local Repairs/ Slurry Seal	\$15,000	10/30/2021	5-10 Years
61	San Ricardo Ave	Santa Barbara St	San Antonio St	55	n/a	Local Repairs/ Slurry Seal	\$8,000	10/30/2021	5-10 Years
62	San Thomas St	San Ricardo Ave	Ridgemont Dr	54	n/a	Local Repairs/ Slurry Seal	\$11,000	10/30/2021	5-10 Years
63	Santa Barbara St	Kitching St	East End	56	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
64	Tivoli Ln	Villa Hermosa	Mathews Rd	72	n/a	Local Repairs/ Slurry Seal	\$3,000	10/30/2021	5-10 Years
65	Venetian Dr	Ironwood Ave	North End	72	n/a	Local Repairs/ Slurry Seal	\$33,000	10/30/2021	5-10 Years
66	Villa Hermosa	Venetian Dr	Bristol Av	74	n/a	Local Repairs/ Slurry Seal	\$33,000	10/30/2021	5-10 Years
67	Granville St	War Cloud Dr	Seattle Slew Dr	61	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
68	Graylag Cir	West End	Seattle Slew Dr	66	n/a	Local Repairs/ Slurry Seal	\$5,000	10/30/2021	5-10 Years
69	Hargis Creek Pl	Pebble Creek Way	Slate Creek Dr	79	n/a	Local Repairs/ Slurry Seal	\$5,000	10/30/2021	5-10 Years
70	Harker Circle	Harker Ln	North End	77	n/a	Local Repairs/ Slurry Seal	\$3,000	10/30/2021	5-10 Years
71	Harker Ln	Saddlebrook Ln	Majestic Prince Way	68	n/a	Local Repairs/ Slurry Seal	\$19,000	10/30/2021	5-10 Years
72	Majestic Prince Way	Harker Ln	War Cloud Dr	59	n/a	Local Repairs/ Slurry Seal	\$11,000	10/30/2021	5-10 Years

Attachment: FY 20.21 SB 1 Project List Resolution [Revision 1] (3922 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE

# EXHIBIT A

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
73	Northern Dancer Dr	War Cloud Dr	Perris Blvd	61	n/a	Local Repairs/ Slurry Seal	\$3,000	10/30/2021	5-10 Years
74	Omaha Dr	Sir Barton Way	Saddlebrook Ln	76	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
75	Pebble Creek Way	West End	Saddlebrook Ln	55	n/a	Local Repairs/ Slurry Seal	\$20,000	10/30/2021	5-10 Years
76	Seattle Slew Dr	Omaha Dr	Krameria Ave	77	n/a	Local Repairs/ Slurry Seal	\$13,000	10/30/2021	5-10 Years
77	Secretariat Dr	Harker Ln	North End	69	n/a	Local Repairs/ Slurry Seal	\$15,000	10/30/2021	5-10 Years
78	Sir Barton Way	Secretariat Dr	Granville St	67	n/a	Local Repairs/ Slurry Seal	\$24,000	10/30/2021	5-10 Years
79	Slate Creek Dr	Perris Blvd	East End	70	n/a	Local Repairs/ Slurry Seal	\$20,000	10/30/2021	5-10 Years
80	War Cloud Dr	Secretariat Dr	Granville St	60	n/a	Local Repairs/ Slurry Seal	\$33,000	10/30/2021	5-10 Years
81	Whirlaway Cir	Omaha Dr	South End	68	n/a	Local Repairs/ Slurry Seal	\$4,000	10/30/2021	5-10 Years
						<b>TOTAL</b>	<b>\$3,888,800</b>		

Attachment: FY 20.21 SB 1 Project List Resolution [Revision 1] (3922 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE

## EXHIBIT B

## CITY OF MORENO VALLEY FISCAL YEAR 2019/2020 PROJECT LIST - CARRYOVER

No.	Street Name	From	To	Pavement Condition Index (PCI)	Average Daily Traffic (ADT)	Proposed Treatment	Estimated Cost	Anticipated Completion Date	Anticipated Useful Life
1	Alessandro Blvd	Nason St	Oliver St	51	10,000	Crack Sealing/ Local Repairs/ Slurry Sealing	\$100,000	10/30/2020	5-10 Years
2	Bay Ave	Moreno Beach Dr	Peyton Dr	53	5,000	Crack Sealing/ Local Repairs/ Slurry Sealing	\$80,000	10/30/2020	5-10 Years
3	Bay Ave	Lasselle St	Regis Dr	50	5,000	Crack Sealing/ Local Repairs/ Slurry Sealing	\$80,000	10/30/2020	5-10 Years
4	Cactus Ave	Moreno Beach Dr	1970 ft to the east	52	3,800	Crack Sealing/ Local Repairs/ Slurry Sealing	\$80,000	10/30/2020	5-10 Years
5	Cactus Ave	1980 ft west of Redlands Blvd	Redlands Blvd	52	3,800	Crack Sealing/ Local Repairs/ Slurry Sealing	\$80,000	10/30/2020	5-10 Years
6	Chippewa Trl	Davis St	Quapaw Trl	29	1,000	Surface Removal/ Replacement	\$106,000	10/3/2020	10+ Years
7	Clark St	Tennyson Rd	Box Springs Rd	51	1,100	Crack Sealing/ Local Repairs/ Slurry Sealing	\$125,000	10/30/2020	5-10 Years
8	Cottonwood Ave	Graham St	Heacock St	54	10,100	Crack Sealing/ Local Repairs/ Slurry Sealing	\$105,000	10/30/2020	5-10 Years
9	Cottonwood Ave	Oliver St	Moreno Beach Dr	50	3,300	Crack Sealing/ Local Repairs/ Slurry Sealing	\$125,000	10/30/2020	5-10 Years
10	Day St	Eucalyptus Ave	SR-60/ EB On-ramp	27	38,000	Surface Removal/ Replacement	\$176,000	10/30/2020	10+ Years
11	Dracaea Ave	Kitching St	Morrison St	53	5,000	Crack Sealing/ Local Repairs/ Slurry Sealing	\$125,000	10/30/2020	5-10 Years
12	Frederick St	Brodiaea Ave	Cactus Ave	30	35,900	Surface Removal/ Replacement	\$122,000	10/30/2020	10+ Years
13	Heacock St	Cactus Ave	John F. Kennedy Dr	26	18,500	Surface Removal/ Replacement	\$429,000	10/30/2020	10+ Years
14	Heacock St	Perris Blvd	Sunnymead Ranch Pkwy	41	21,800	Crack Sealing/ Local Repairs/ Slurry Sealing	\$465,000	10/30/2020	5-10 Years
15	Hidden Springs Dr	Pigeon Pass Rd	County Gate Rd	50	5,000	Crack Sealing/ Local Repairs/ Slurry Sealing	\$220,000	10/30/2020	5-10 Years
16	Indian St	Cottonwood Ave	Alessandro Blvd	52	7,400	Crack Sealing/ Local Repairs/ Slurry Sealing	\$117,000	10/30/2020	5-10 Years
17	Kitching St	Cactus Ave	Iris Ave	18	9,700	Surface Removal/ Replacement	\$549,000	10/30/2020	10+ Years
18	Perris Blvd	Brodiaea Ave	Delphinium Ave	33	25,300	Surface Removal/ Replacement	\$336,000	10/30/2020	10+ Years
19	Perris Blvd	Gentian Ave	Iris Ave	30	25,300	Surface Removal/ Replacement	\$560,000	10/30/2020	10+ Years
<b>Additive Alternative List</b>									
20	Indian St	Ironwood Ave	Skyrock Dr	54	5,100	Crack Sealing/ Local Repairs/ Slurry Sealing	\$100,000	10/30/2020	5-10 Years
21	Ironwood Ave	Moreno Beach Dr	Redlands Blvd	50	5,200	Crack Sealing/ Local Repairs/ Slurry Sealing	\$100,000	10/30/2020	5-10 Years
22	Perris Blvd	Bay Ave	Brodiaea Ave	33	25,300	Surface Removal/ Replacement	\$330,000	10/30/2020	10+ Years
<b>TOTAL</b>							<b>\$4,510,000</b>		

Attachment: FY 20.21 SB 1 Project List Resolution [Revision 1] (3922 : ADOPTION OF RESOLUTION TO ESTABLISH A PROJECT LIST FOR THE



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 4- MAINTENANCE - ANNEXATION NO. 2019-03 (RESO. NO. 2020-\_\_)

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### **RECOMMENDED ACTION**

Acting as the legislative body of Community Facilities District No. 4-Maintenance, adopt Resolution No. 2020-\_\_, a Resolution of the City Council of the City of Moreno Valley, California, Certifying the Results of an Election and Adding Property to such Community Facilities District. (Annexation No. 2019-03).

### **SUMMARY**

Approval of the proposed resolution will certify annexation of one parcel into Community Facilities District (CFD) No. 4-Maintenance (CFD No. 4-M) (the "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 (i.e., the cost of maintenance of certain stormwater and detention basin improvements). The City created CFD No. 4-M 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 bill of the annexed parcels to fund the costs.

As a condition of approval for development of its project, Brodiaea APG LLC (the "Property Owner") is required to provide a funding source for the maintenance of certain stormwater and detention basin improvements and has elected to annex the parcel of its project into the District to satisfy the condition. The Property Owner has submitted an official ballot approving the annexation and the City Clerk has confirmed it is valid.

**DISCUSSION**

The District was formed on October 25, 2005 to provide an alternative funding tool for the development community. It provides a mechanism to fund the maintenance of certain stormwater and detention basin improvements included within the District. After a property owner 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.

On November 8, 2005, the City Council adopted Resolution No. 2005-108, which 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 service they are receiving.

As a condition of approval for the project identified below, the Property Owner is required to provide an ongoing funding source for the maintenance of certain stormwater and detention basin improvements. The table below provides information for the property under development.

Property Owner/Project	Assessor's Parcel Number	Location	Annexation No.
Brodiaea APG LLC 261,807 sq. ft. warehouse PEN17-0143/SCP19-0011	297-170-092	Northwest corner of Brodiaea Ave. and Heacock St.	2019-03

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

1. Unanimously approve annexation of their property into the District. Approval of the ballot and special tax rate allows the City to annually levy the special tax on the 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.

The Property Owner elected to annex the property into CFD No. 4-M 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 property, allowing a special election of the landowner. Adoption of the attached resolution (Attachment 1) adds the property to the District and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Annexation No. 2019-03. The City Clerk received and reviewed the ballot materials and confirmed the Property Owner unanimously approved the annexation of the property into the District.

Successful completion of the annexation process satisfies the project’s condition of approval to provide a funding source for the maintenance of certain stormwater and detention basin improvements.

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. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the property into CFD No. 4-M 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 request of the Property Owner, 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 City Council 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 services within the District. 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	FY 2019/20 Maximum Special Tax per sq. ft. of Land Area	Sq. Ft. of Land Area <sup>1</sup>	FY 2019/20 Maximum Special Tax <sup>2</sup>
Brodiaea APG LLC	\$0.010688	536,659	\$5,735.81

<sup>1</sup> Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project.  
<sup>2</sup> The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax can be lower than but cannot exceed the maximum special tax. The FY 2019/20 applied rate is \$0.004820/square foot of land area.

The maximum special tax rates are subject to an annual inflation adjustment based on the change in the Engineering News-Record Building Cost Index (BCI) for the City of



Los Angeles, CA, measured as of the end of the calendar year. 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 District.

## **NOTIFICATION**

On January 30, 2020, the annexation materials were mailed to the Property Owner. The materials included a cover letter, instructions to the property owner, a Consent and Waiver form, description of maintenance services, Rate and Method of Apportionment of Special Tax, official ballot, and ballot envelope.

## **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**

**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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

**ATTACHMENTS**

- 1. Resolution Certifying Election - Annexation 2019-03
- 2. Boundary Map CFD 4-M - Annexation No. 2019-03

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/04/20 7:24 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 11:53 AM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:09 PM

## RESOLUTION NO. 2020-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY, CERTIFYING THE RESULTS OF AN ELECTION AND ADDING PROPERTY TO SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, THE CITY OF MORENO VALLEY, CALIFORNIA (the "City"), has previously formed a community facilities district pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing community facilities district is designated as COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY (the "District"); and,

WHEREAS, the legislative body has also established a procedure to allow and provide for future annexations to the District and the territory proposed to be so annexed in the future was designated as FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY (the "Future Annexation Area"); and

WHEREAS, the District and its Future Annexation Area are generally bounded by Alessandro Boulevard on the north, Cactus Avenue on the south, Frederick Street on the west, and Heacock Street on the east; and

WHEREAS, at this time the unanimous consent to the annexation of certain territory to the District has been received from the property owner or owners of such territory, and such territory has been designated as ANNEXATION NO. 2019-03 (the "Annexed Area"); and

WHEREAS, less than twelve (12) registered voters have resided within the Annexed Area for each of the ninety (90) days preceding February 25, 2020, therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record as of February 25, 2020, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within such Annexed Area; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within the Annexed Area to the qualified electors of the Annexed Area and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the Annexed Area; and

Resolution No. 2020-\_\_  
Date Adopted: March 17, 2020

WHEREAS, the City Clerk of the City of Moreno Valley, legislative body for Community Facilities District No. 4-Maintenance of the City of Moreno Valley, has caused ballots to be distributed to the qualified electors of the Annexed Area, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure voted upon did receive the favorable 2/3's vote of the qualified electors, and this Board of Directors desires to declare the results of the election; and

WHEREAS, a map showing the Annexed Area and designated as Annexation Map No. 2019-03 (the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 4- MAINTENANCE, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Findings. This legislative body does hereby further determine as follows:

A. The unanimous consent to the annexation of the Annexed Area to the District has been given by all of the owners of the Annexed Area and such consent shall be kept on file in the Office of the City Clerk.

B. Less than twelve (12) registered voters have resided within the territory of Annexed Area for each of the ninety (90) days preceding February 25, 2020, therefore, pursuant to the Act the qualified electors of the Annexed Area are to be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f).

C. The qualified electors of the Annexed Area have unanimously voted in favor of the levy of special taxes within the Annexed Area upon its annexation to the District.

SECTION 3. Annexed Area. The boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.

SECTION 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Annexed Area is now added to and becomes a part of the District. The City Council, acting as the legislative body of the District, is hereby empowered to levy the authorized special tax within the Annexed Area.

Resolution No. 2020-\_\_  
Date Adopted: March 17, 2020

Attachment: Resolution Certifying Election - Annexation 2019-03 (3918 : CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY

SECTION 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the annexation map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Attachment: Resolution Certifying Election - Annexation 2019-03 (3918 : CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY

Resolution No. 2020-\_\_\_\_  
Date Adopted: March 17, 2020

**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 17<sup>th</sup> day of March 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2020-\_\_\_  
Date Adopted: March 17, 2020

Attachment: Resolution Certifying Election - Annexation 2019-03 (3918 : CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY

Exhibit A

CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST

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

The undersigned, ELECTION OFFICIAL OF THE COMMUNITY FACILITIES DISTRICTS NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY SPECIAL ELECTION ANNEXATION NO. 2019-03

held February 25, 2020.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed to Community Facilities District No. 4-Maintenance for or against the Measure are full, true and correct.

VOTES CAST ON PROPOSITION 1: YES \_\_\_1\_\_\_ NO \_\_\_\_\_

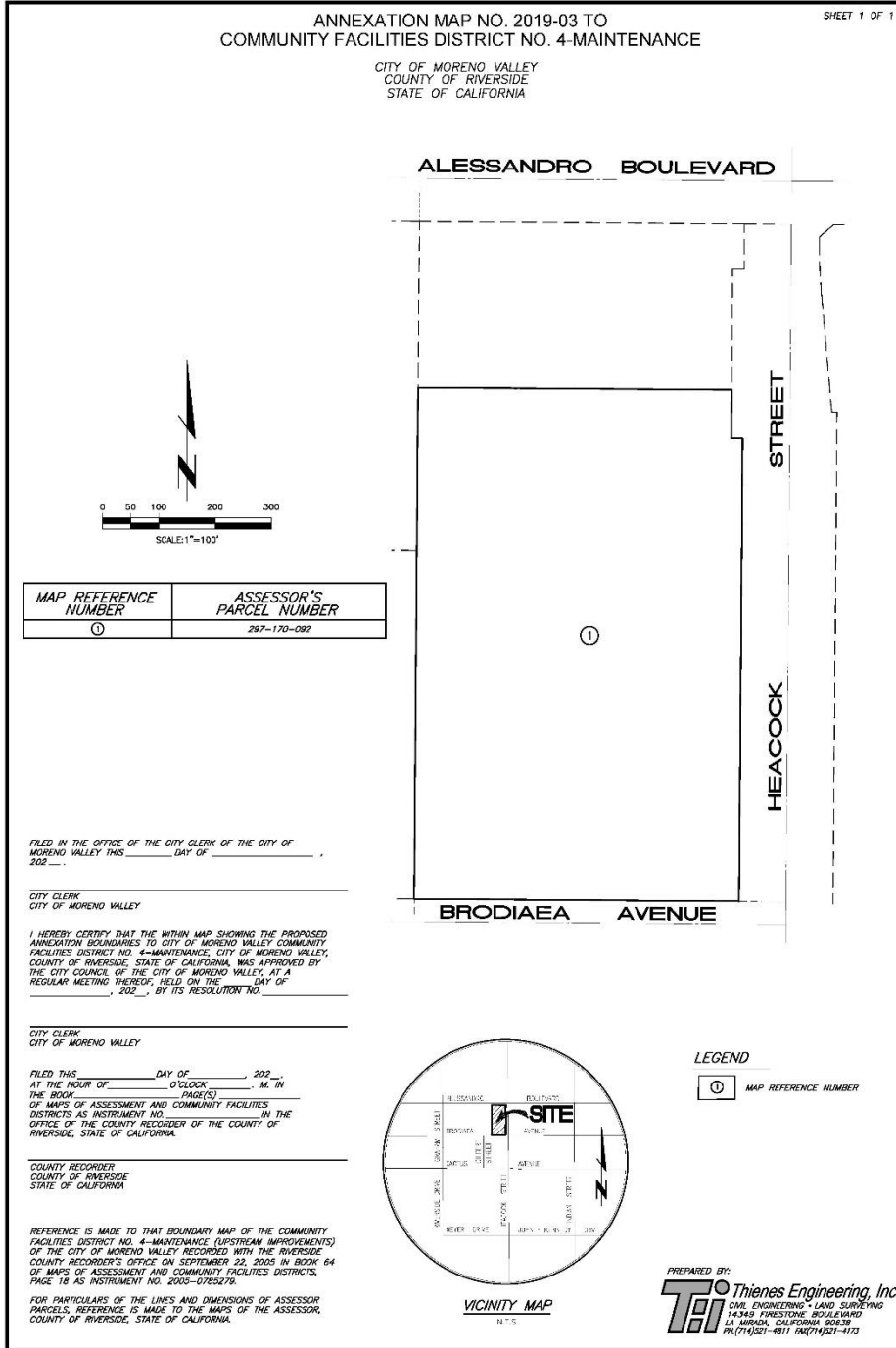
WITNESS my hand this 25th day of February, 2020.

for Regina Flores CITY CLERK OF THE CITY OF MORENO VALLEY ELECTION OFFICIAL FOR COMMUNITY FACILITIES DISTRICT NO. 4- MAINTENANCE OF THE CITY OF MORENO VALLEY STATE OF CALIFORNIA

Attachment: Resolution Certifying Election - Annexation 2019-03 (3918 : CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY



### Exhibit B



Attachment: Resolution Certifying Election - Annexation 2019-03 (3918 : CERTIFY ANNEXATION OF ONE PARCEL INTO COMMUNITY

# ANNEXATION MAP NO. 2019-03 TO COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE

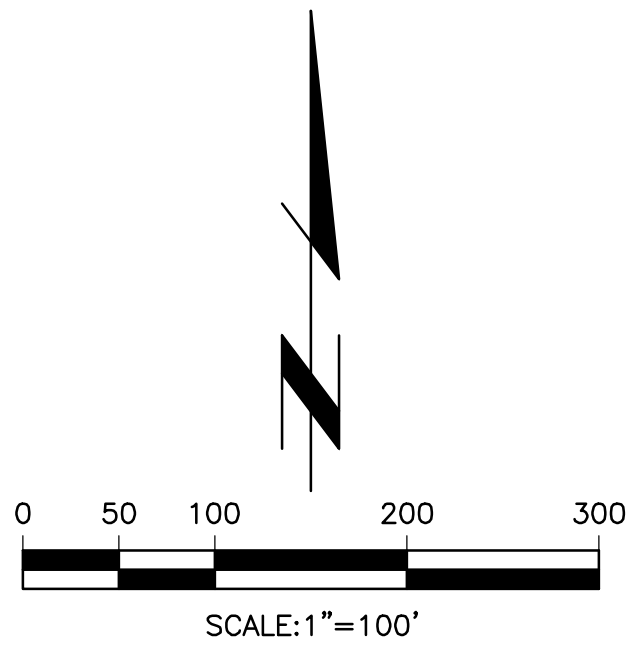
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

ALESSANDRO BOULEVARD

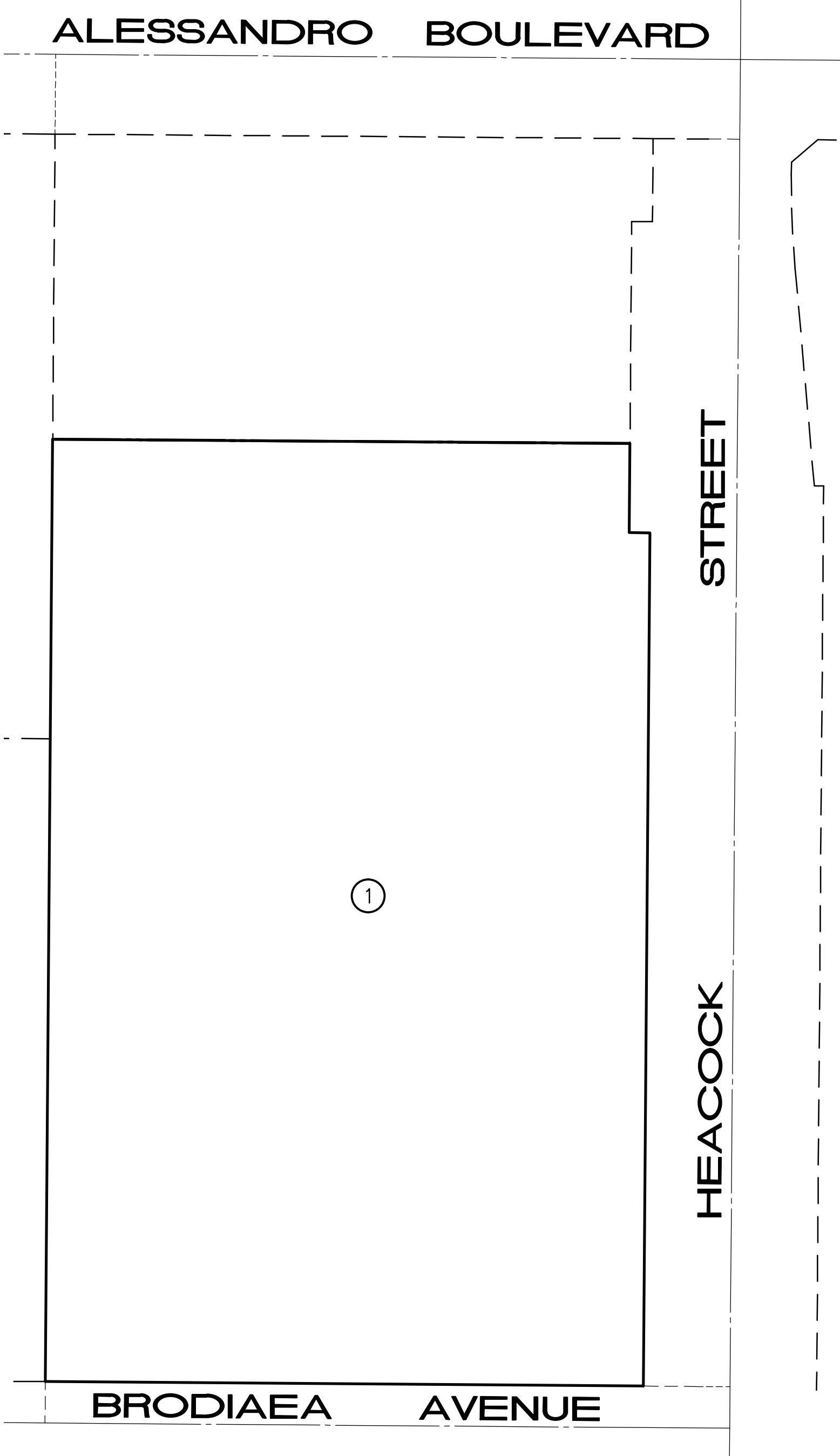
STREET

HEACOCK

BRODIAEA AVENUE



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	297-170-092



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED ANNEXATION BOUNDARIES TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_

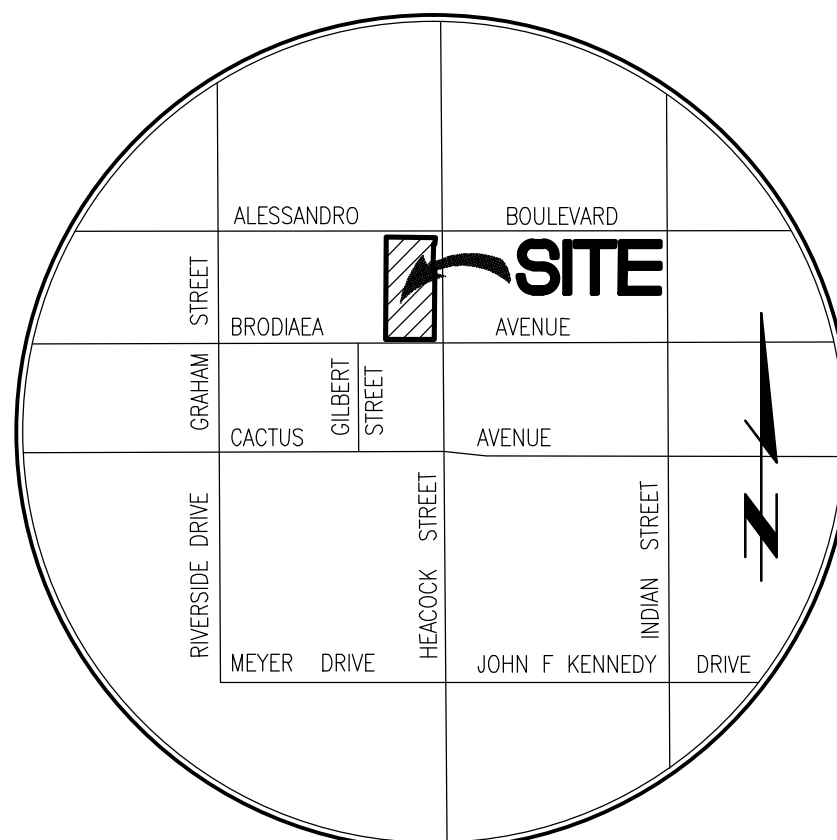
CITY CLERK  
CITY OF MORENO VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS 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. 4-MAINTENANCE (UPSTREAM IMPROVEMENTS) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 22, 2005 IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2005-0785279.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



VICINITY MAP  
N.T.S.

### LEGEND

① MAP REFERENCE NUMBER

PREPARED BY:  
**Thienes Engineering, Inc.**  
 CIVIL ENGINEERING • LAND SURVEYING  
 14349 FIRESTONE BOULEVARD  
 LA MIRADA, CALIFORNIA 90638  
 PH.(714)521-4811 FAX(714)521-4173



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 42 (RESO. NO. 2020-\_\_)

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### **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. 42)

### **SUMMARY**

Approval of the proposed resolution will certify annexation of one parcel into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) ("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 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 bill of the annexed parcels to fund the costs.

As a condition of approval for development of their project, Brodiaea APG LLC (the

“Property Owner”) is required to provide a funding source for the operation and maintenance of certain public improvements (i.e., street lighting) and has elected to annex the parcel of their project into the District to satisfy the condition. The Property Owner has submitted a Landowner Petition approving the annexation and the City Clerk has confirmed the petition is 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 project identified below, the Property Owner is required to provide an ongoing funding source for operation and maintenance services of street lights, which are required to be installed on public streets as part of their development project. The table below provides information for the property under development.

Property Owner/Project	Assessor’s Parcel Number(s)	Location	Amendment No.
Brodiaea APG LLC 261,807 sq. ft. warehouse PEN17-0143/SCP19-0010	297-170-092	Northwest corner of Brodiaea Ave. and Heacock St.	42

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 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. Establish a homeowner or property owner association to provide the ongoing operation and maintenance of the improvements.

The Property Owner elected to annex their property into CFD No. 2014-01 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 property, allowing a special election of the landowner. Adoption of the attached resolution (Attachment 1) adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Amendment No. 42. The City Clerk received and reviewed the Landowner Petition and confirmed the Property Owner unanimously approved the annexation of their property into the District (Attachment 3).

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 on public streets.

### **ALTERNATIVES**

1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the property into CFD No. 2014-01 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 request of the Property Owner, 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 City Council 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 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	Service <sup>1</sup> Tax Rate Area	Front Linear Footage <sup>2</sup>	FY 2019/20 Maximum Special Tax Rate Per Front Footage	FY 2019/20 Maximum Special Tax <sup>3</sup>
Brodiaea APG LLC	Street Lighting for Property Other than Single-Family Residential, SL-02	637	\$4.12	\$2,624.44

<sup>1</sup>Street lights are planned to be installed on Brodiaea Ave.  
<sup>2</sup>Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project.  
<sup>3</sup>The 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 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 January 30, 2020, the annexation materials were mailed to the Property Owner. 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. 42
- 2. Boundary Map CFD 2014-01 - Amendment No. 42
- 3. Certificate of Election Official - Amendment No. 42

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/02/20 6:40 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 1:31 PM
City Manager Approval	<u>✓ Approved</u>	3/06/20 12:08 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. 42 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: March 17, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 42 [Revision 1] (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE

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.

2  
Resolution No. 2020-      
Date Adopted: March 17, 2020

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 17<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Resolution No. 2020-3  
Date Adopted: March 17, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 42 [Revision 1] (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE

**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 17<sup>th</sup> day of March, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2020-\_\_\_ 4  
Date Adopted: March 17, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 42 [Revision 1] (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE

EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 42	297-170-092	Street Lighting for Property Other than Single-Family Residential	SL-02

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.

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.

Attachment: Resolution Ordering Annexation - Amendment No. 42 [Revision 1] (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE

5  
 Resolution No. 2020-      
 Date Adopted: March 17, 2020

EXHIBIT B

AMENDMENT NO. 42 TO BOUNDARIES  
OF CITY OF MORENO VALLEY COMMUNITY  
FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	297-170-092

**VICINITY MAP**  
N.T.S.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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 \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENTS 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. 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. 2014-0068114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF 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.

LEGEND

① MAP REFERENCE NUMBER

PREPARED BY:  
**Ti** Thienes Engineering, Inc.  
CIVIL ENGINEERING & LAND SURVEYING  
14349 FIRESTONE BOULEVARD  
LA MIRADA, CALIFORNIA 90638  
PH: (714) 837-4811 FAX: (714) 837-4173

Attachment: Resolution Ordering Annexation - Amendment No. 42 [Revision 1] (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE

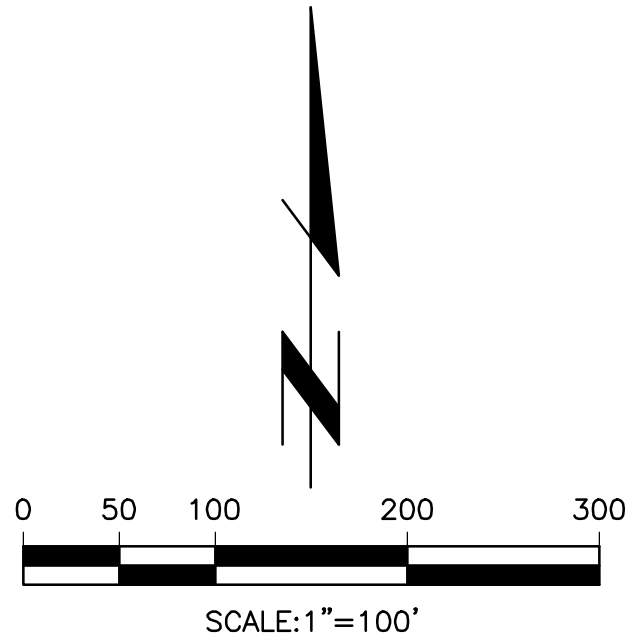
6  
Resolution No. 2020-\_\_\_\_\_  
Date Adopted: March 17, 2020



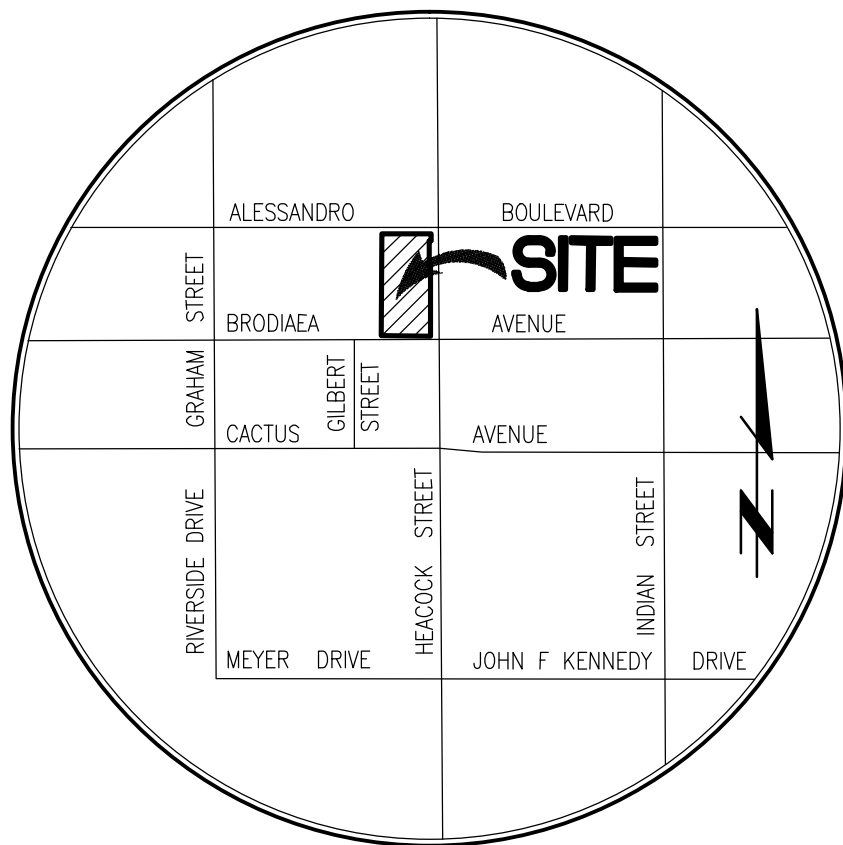
# AMENDMENT NO. 42 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

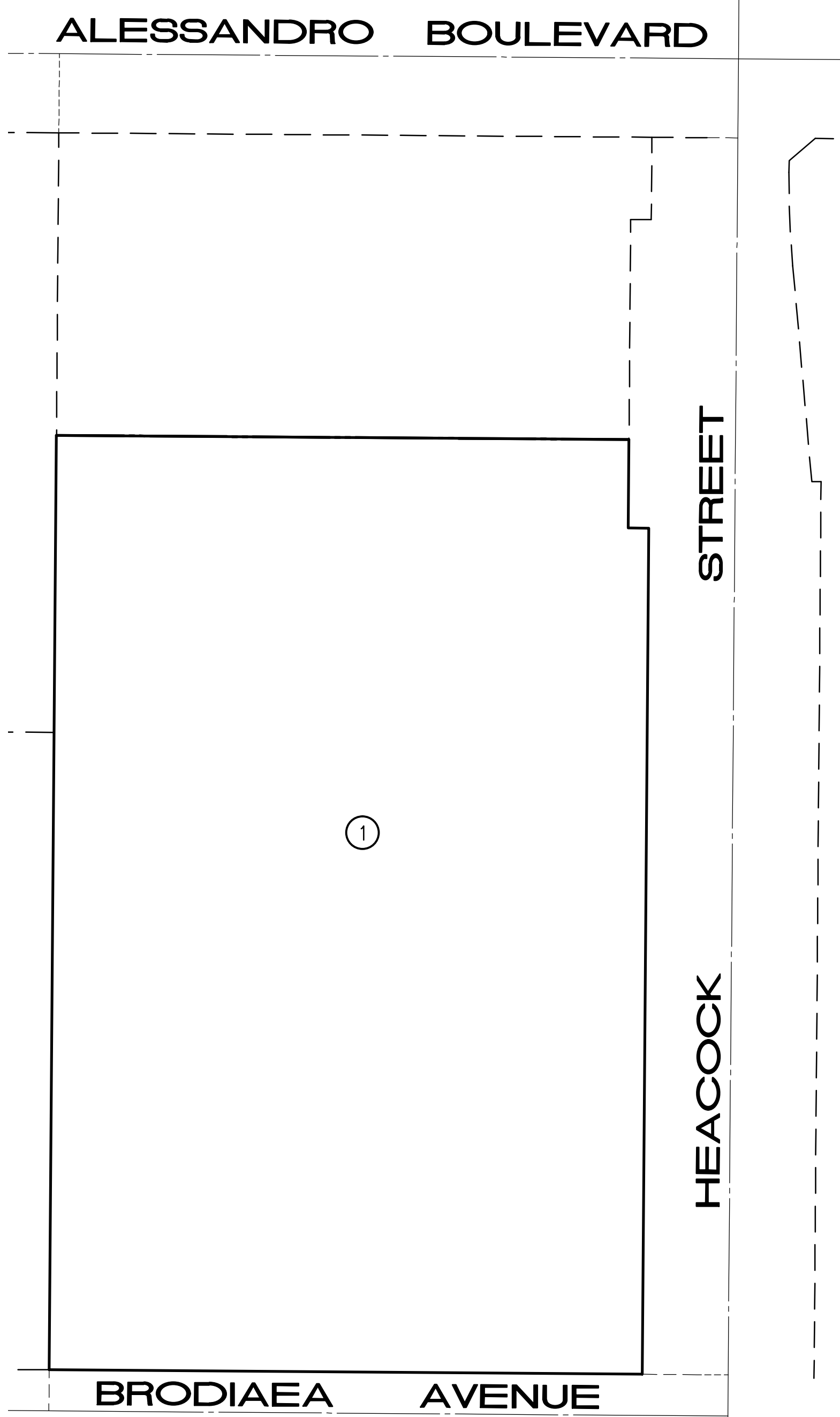
(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES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



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	297-170-092



VICINITY MAP  
N.T.S.



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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 \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_

CITY CLERK  
CITY OF MORENO VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENTS 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. 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 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.

### LEGEND

① MAP REFERENCE NUMBER

PREPARED BY:  
**Thienes Engineering, Inc.**  
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LA MIRADA, CALIFORNIA 90638  
PH.(714)521-4811 FAX(714)521-4173

Attachment: Boundary Map CFD 2014-01 - Amendment No. 42 (3917) : PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAI)



**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 **February 25, 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. 42

WITNESS my hand this **25<sup>th</sup>** day of **February**, 2020.

*for*   
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 42 (3917 : PURSUANT TO LANDOWNER PETITION, ANNEX ONE PARCEL INTO



## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** APPROVAL OF THE FISCAL YEAR 2020/2021 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Approve the County Service Area (CSA) 152 Budget for Fiscal Year (FY) 2020/2021 in the amount \$708,327.
2. Authorize the levy of County Service Area 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2020/2021.

### **SUMMARY**

The County Service Area (CSA) 152 was formed by Riverside County to offset a portion of the costs of the federally mandated National Pollutant Discharge Elimination System (NPDES) program. The County continues to manage the CSA program and applies parcel charges on the property tax bills of parcels which benefit from the services. For the City to receive funding from the County, the City must prepare a CSA 152 Budget for submission to the County. This report recommends approval of the Fiscal Year (FY) 2020/2021 County Service Area 152 Budget in the amount of \$708,327 and the authorization to levy the CSA 152 assessment at \$8.15 per Benefit Assessment Unit (BAU).

### **DISCUSSION**

The CSA 152 program, as administered by the County, allows for the collection of revenues on the property tax bills to support the NPDES program. The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to approve the

CSA 152 budget for FY 2020/2021 in a specific amount (Attachment 1); and approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2020/2021.

The CSA 152 funds are eligible to use for the NPDES program (Program) costs identified on the attached. In addition to CSA 152 revenues, the City has other funding sources (e.g. an approved NPDES Parcel Charge), which is also eligible for specified Program costs. Staff is not recommending an increase of the BAU assessment beyond the previously approved amount of \$8.15. Any increase to the BAU would require a mail ballot process under Proposition 218 and the approval of the property owners.

The County CSA 152 Administrative Services Agreement requires the City to adopt an annual CSA 152 Budget. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2020/2021 staff is recommending Council adopt the CSA 152 budget as presented this evening. The County levies CSA 152 on the annual property tax bill on behalf of the City of Moreno Valley. The Finance Subcommittee reviewed the proposed FY 2020/21 maximum and applied assessments at its February 25, 2020 meeting.

Failure by the City to enforce the NPDES program can result in penalties of up to \$37,500 per day for noncompliance and/or civil and criminal penalties. This is a federally mandated program administered by the State. There has been neither State nor Federal monies specifically allocated to local agencies to address the programs general requirements.

### **ALTERNATIVES**

1. Approve the CSA 152 Budget for FY 2020/2021 in the amount of \$708,327 and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2020/2021. *Approval of this alternative ensures that a portion of the funds necessary to support the various storm water management and maintenance programs for the City will continue to be collected.*
2. Do not approve the CSA 152 Budget for FY 2020/2021 in the amount of \$708,327 and do not authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2020/2021. *This alternative does not provide for the collection of the assessment on the annual tax rolls to fund portions of the storm water management and maintenance programs. Not authorizing either the budget or levy will interrupt the assessment and revenue collection process. If the CSA assessment is not approved, another funding source such as the General Fund, would need to cover the expected \$708,327 revenue because the Program is State mandated with no options to significantly reduce services without the possibility of State issued monetary penalties.*

### **FISCAL IMPACT**

Adoption of the recommended CSA 152 Budget and authorization of the annual levy will ensure that the City receives its authorized funding from this source. With the

implementation of the federally mandated NPDES program, the City uses CSA 152 revenues together with other funding sources. The costs associated with the Program are included in the City approved Operating Budget. Approving the CSA 152 Budget will ensure this eligible funding source is available for specific Program costs. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management programs.

## **NOTIFICATION**

Publication of agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Rae Beimer  
Storm Water Program Manager

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

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

Concurred By:  
Marshall Eyerman  
Chief Financial Officer/City Treasurer

## **CITY COUNCIL GOALS**

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

**Public Safety.** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

**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. Proposed CSA 152 Budget Detail FY 2020-2021

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:35 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 3:12 PM
City Manager Approval	<u>✓ Approved</u>	3/09/20 4:43 PM

CITY OF MORENO VALLEY

FISCAL YEAR 2020/2021 CSA 152 - BUDGET DETAIL

Non-Fee Recovered Expenses		Revenues Source	
		CSA 152	Other City Funding Sources
1. STREET SWEEPING	\$ 307,410	\$ 160,828	\$ 146,582
2. STORMDRAIN MAINTENANCE	\$ 155,838	\$ 81,530	\$ 74,308
3. NPDES MS4 ANNUAL PERMIT FEE	\$ 55,961	\$ 29,277	\$ 26,684
4. RIVERSIDE COUNTY FLOOD CONTROL COST SHARE	\$ 68,767	\$ 35,977	\$ 32,790
5. TMDL TASK FORCE_TMDL COMPLIANCE	\$ 71,141	\$ 37,219	\$ 33,922
6. STORMWATER PROGRAM CONSULTANT	\$ 205,214	\$ 107,362	\$ 97,852
7. ADMINISTRATION_STAFF TIME	\$ 141,388	\$ 73,970	\$ 67,418
8. CSA 152 COUNTY ADMINISTRATION FEE	\$ 39,868	\$ 39,868	\$ -
9. CSA 152 ANNUAL ANALYSIS_CONSULTANT	\$ 4,000	\$ 4,000	\$ -
10. GENERAL OVERHEAD_ADMIN_ISF (FUNDS 2008/1010)	\$ 264,342	\$ 138,296	\$ 126,046
<b>TOTAL PROJECTED NEED</b>	<b>\$ 1,313,929</b>	<b>\$ 708,327</b>	<b>\$ 605,602</b>

Benefit Assessment Unit (BAU) Max Rate \$ 8.15  
 Total BAUs 86,911  
 TOTAL PROJECTED CSA 152 REVENUE \$708,324.65

Attachment: Proposed CSA 152 Budget Detail FY 2020-2021 [Revision 3] (3907 : APPROVAL OF THE CSA 152 BUDGET FY2020/2021)



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Abdul Ahmad, Fire Chief

**AGENDA DATE:** March 17, 2020

**TITLE:** ACCEPTANCE OF THE FISCAL YEAR 2019 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AWARD

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### **RECOMMENDED ACTION**

#### **Recommendation:**

1. Accept the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award of \$30,425 from the Riverside County Emergency Management Department.
2. Authorize a budget adjustment of \$30,425 to the Emergency Management Grant fund (2503) revenue and expenditure accounts.

### **SUMMARY**

This report recommends acceptance of the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award in the amount of \$30,425. Funds will be utilized to support Community Emergency Response Team (CERT) training, equipment, and exercises.

### **DISCUSSION**

The Fiscal Year 2019 SHSP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The Fiscal Year 2019 SHSP's allowable costs support these efforts and, for the City of Moreno Valley, this grant is limited to expenditures related to Community Emergency Response Team (CERT) training, equipment, and exercises.



The Riverside County Emergency Management Department (EMD) on behalf of all jurisdictions in Riverside County, applies for this federal grant on an annual basis. Riverside County EMD then distributes the grant funding to eligible agencies throughout the Operational Area. This year, the Fire Department has submitted to utilize the grant funding for the salary and benefits associated with the Office of Emergency Management Program Specialist during Fiscal Year 2019/2020 and Fiscal Year 2020/2021. This position will directly assist in teaching CERT classes to the community.

The City of Moreno Valley applies for various federal grants from the Department of Homeland Security, sub-granted through the State of California. An application requirement for this federal financial assistance is to designate certain City officials who are authorized to execute all pertinent grant applications and related documents. This authority must now be renewed annually.

**ALTERNATIVES**

1. Accept the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award. *This alternative will allow the City to receive Fiscal Year 2019 Homeland Security Grant funding which will allow the Office of Emergency Management to better prepare the citizens of Moreno Valley for a natural or man-made disaster.*
2. Do not accept the Fiscal Year 2019 State Homeland Security Program (SHSP) grant award. *This alternative will prohibit the City from receiving Fiscal Year 2019 Homeland Security Grant funding which will hinder the ability of the citizens of Moreno Valley to be prepared to survive a natural or man-made disaster.*

**FISCAL IMPACT**

The Office of Emergency Management is requesting City Council to approve the acceptance of the 2019 SHSP grant award. Funding for this grant award, if approved, will be allocated as follows:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 2019/2020 Proposed Budget Amendment
Emergency Mgmt Grant – Federal Grant Revenue	2503	40-47-74106-485000	Rev	\$30,425
Emergency Mgmt Grant – Salaries, Regular	2503	40-47-74106-611110	Exp	\$30,425

**PREPARATION OF STAFF REPORT**

Prepared By:  
Zuzette Bricker  
Office of Emergency Management Program Manager

Department Head Approval:  
Abdul R. Ahmad  
Fire Chief

Concurred By:

Felicia London  
Public Safety Contracts Administrator

## **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. FY19 SHSP Award Letter

## **APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:42 PM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 10:40 AM
City Manager Approval	<u>✓ Approved</u>	3/12/20 2:36 PM



Bruce Barton, Director  
Emergency Management Department

2/27/2020

City of Moreno Valley  
Tom DeSantis  
Abdul Ahmad  
Zuzzette Bricker

RE: FY19 State Homeland Security Program Grant (SHSP) Award - \$30,425  
Grant #2019-0035      CFDA#: 97.067

The California Office of Emergency Services (CalOES) has approved Riverside County's FY19 State Homeland Security Program Grant (SHSP) application and has authorized the commencement of reimbursement requests as of **2/27/20**. The grant cycle for this grant will **end on May 31, 2021**. All **final reimbursement requests** are **due** no later than **June 10, 2021**.

Upon approval of pending paperwork this letter serves as authorization to begin spending and requesting reimbursement of your Anti-Terrorism Approval Authority (ATAA) approved projects. In an effort to ensure that all awarded funds are expended the State is requiring that reimbursement requests should be made at least every 6 months. Expenses for equipment should be completed within the first 8 months after receiving this award letter. Training must be completed or scheduled within the first year of this grant. Under extenuating circumstances some exceptions may be approved. **Full Expenditure of the awarded funds is expected.**

Riverside County Operational Area may reduce, suspend or terminate current and/or future grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend a minimum of 90% of awarded funding.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow grant agreement requirements or special conditions.
- False certification in the application or document.
- Failure to adequately manage, monitor or direct the grant funding activities of their City/Agency.

Riverside County EMD does require you to provide a signed FY19 Grant Assurance and completed and signed Workbook Face-Sheet as soon as possible. Modifications and Reimbursement Requests cannot be processed until we receive these documents. Please remember that changes to your grant will require the approval of the OA prior to incurring any costs. All modifications, EHP's, sole source procurement, EOC and construction requests require additional approvals from CalOES through the OA prior to incurring any costs. Your Agency's Financial Workbook outlining your approved spending is included on the CD provided to you.

By accepting this award, it is understood that you are agreeing to comply with all applicable federal, state and local requirements of the grant as put forth in the FY19 Grant Assurances, federal and state guidances, and all provisions of 2 CFR 200 including part F- "Audit Requirements". Performance Bonds are required for any equipment item over \$249,999 or any vehicle, aviation, or watercraft regardless of cost that is being paid for with any portion of grant funds. Federal funds cannot be awarded to any entity that has been debarred. You will be expected to provide quarterly reports by January 1, April 1, July 1 and October 1 of each year for all open grants. Any funds found owed as a result of a final review or audit must be refunded to the County within 15 days upon receipt of an invoice from Riverside County EMD.

4210 RIVERWALK PARKWAY, SUITE 300  
RIVERSIDE, CALIFORNIA 92505

T: 951.358.7100 ♦ F: 951.358.7105 ♦ WEB: WWW.RIVCOPHEPR.ORG ♦ TDD: 951.358.5124

As always, please feel free to contact us with any questions you may have. I look forward to working with you and appreciate your cooperation and support.

Regards,



Joe Barron  
Administrative Services Analyst I  
Riverside County EMD  
951-358-7112

Attachment: FY19 SHSP Award Letter (3965 : ACCEPTANCE OF THE FISCAL YEAR 2019 STATE HOMELAND SECURITY PROGRAM (SHSP))

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4210 RIVERWALK PARKWAY, SUITE 300  
RIVERSIDE, CALIFORNIA 92505

T: 951.358.7100 ♦ F: 951.358.7105 ♦ WEB: WWW.RIVCOPHEPR.ORG ♦ TDD: 951.358.5124



## Report to City Council

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

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

**AGENDA DATE:** March 17, 2020

**TITLE:** ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01 (RESO NOS. CSD 2020-\_\_\_\_\_)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Adopt Resolution No. CSD 2020-\_\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.

### **SUMMARY**

This report recommends adoption of three resolutions, which will initiate the annual process to continue the levy of special assessments on the fiscal year (FY) 2020/21 property tax roll for Moreno Valley Community Services District (“CSD”) Lighting Maintenance District (LMD) No. 2014-01. If adopted, the resolutions (Attachments 1, 2, and 3) will 1) initiate proceedings to levy the annual assessments, 2) approve the assessment engineer’s report for the district, and 3) declare the intent to levy assessments for FY 2020/21 and set May 19, 2020 as the date of the Public Hearing.

The proposed assessments are a continuation of the real property assessments currently levied on the property tax bills. There are no increases proposed to the assessments other than an annual inflationary adjustment, provided the property owners previously approved such adjustment. Revenue received from the assessments partially funds the street lighting services provided by the district.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed to be applied to the maximum assessment rate, if authorized by the property owners, at its February 25, 2020 meeting.

## **DISCUSSION**

On May 27, 2014, the CSD adopted its Resolution No. CSD 2014-08, establishing LMD No. 2014-01 (“District”) (formerly Zone B, residential street lighting). Property owners of parcels within the District pay a special assessment as part of their annual property tax bill. Revenue received from the assessment funds a majority of the Special Benefit costs, as defined in the Assessment Engineer’s Report (“Report”), to maintain, service, and operate (“O&M”) street lights located within the District.

The boundaries of the District are comprised of three benefit zones. Parcels within the District are grouped into one of the three zones based on the Special Benefit the property receives from the District improvements. The bulk of the parcels are located in either Zone 01 or Zone 02. These zones are defined separately for administrative purposes. Zone 01 includes parcels where the assessment is is not subject to an annual inflationary adjustment. Zone 02 includes parcels where the assessment is subject to an annual inflationary adjustment, which is based on the Consumer Price Index. The level of service is substantially identical in the two zones and the ratio of the number of lights to the number of parcels is substantially the same.

Zone 03 includes the 65 residential parcels in Tract 21958 (immediately north of SR 60, east of Nason Street, west of Oliver Street). This tract was developed with a substantially lower street light density (i.e. street lights are spaced farther apart than those found in Zone 01 and Zone 02). As a result, the costs to provide the Special Benefit to the parcels in Tract 21958 is substantially less than the cost of providing the street lighting Special Benefit elsewhere in the District. Therefore, the assessment for parcels in Zone 03 is less than it is in Zones 01 and 02.

The Landscaping and Lighting Act of 1972 (“1972 Act”) requires an annual review and evaluation of the District’s revenues and expenditures before assessments can continue

to be levied on the property tax bill for the next fiscal year. The Report includes a description of the improvements within the District, the estimated O&M costs, the method of assessment apportionment for each lot or parcel within the District boundaries, and a diagram showing the parcels within the zones that make up the District.

The Report also provides an analysis of the District's annual financial status. It separates and apportions the cost of Special Benefit to the benefiting properties, the cost of General Benefit, and the other costs funded by the General Fund. The budget in the Report identifies, by zones, the number of parcels within the zones that can be assessed and the proposed assessments to levy on the FY 2020/21 property tax bills. In Zone 02, where the property owners have previously authorized an annual inflationary adjustment, the proposed assessment will increase by 2.96% or \$0.86/parcel. Otherwise, the proposed assessments remain unchanged from the 2019/20 fiscal year.

Costs considered to be of General Benefit, as defined in the Report, are not allowed to be assessed to properties and therefore are apportioned as a General Fund expense. General Benefit refers to the benefit the general public receives from the street lighting improvements of the District. The FY 2020/21 General Benefit obligation is \$30,340.00. The projected special assessment revenue, General Benefit revenue, and other District revenues (e.g. interest, property taxes, etc.) are not sufficient to cover the full cost of the Special Benefit provided to the respective parcels. Therefore, the Report also identifies a projected budget shortfall of \$356,960.30. The FY 2020/21 Adopted Operating Budget includes funds necessary to cover this shortfall and to continue operation of the street lighting program. In total, the City's FY 2020/21 General Fund contribution is \$387,300.30.

Adoption of the proposed resolutions will 1) initiate proceedings for the annual levy of assessments for LMD No. 2014-01, 2) approve the Report, and 3) declare the intent to levy assessments on the FY 2020/21 property tax bills and set 6:00 p.m. on May 19, 2020 as the date of the Public Hearing. After the close of the May 19 Public Hearing and provided there is not a majority protest, the CSD Board can consider authorizing the recommended assessments to levy on the FY 2020/21 property tax bills of parcels within LMD No. 2014-01.

This action meets the Strategic Plan Priorities by managing and maximizing 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. Adopt the proposed resolutions. *Staff recommends this alternative as it is consistent with the 1972 Act and required to initiate the annual process to continue levying the annual assessments on the property tax bills to support the residential street lighting program for FY 2020/21.*



2. Do not adopt the proposed resolutions. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 assessments and collecting funding to support the services of the District as requested by the property owners.*
3. Do not adopt the proposed resolutions but rather continue the item to a future Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include assessments on the FY 2020/21 property tax roll.*

## **FISCAL IMPACT**

For FY 2020/21, the total projected expenditures for the District are \$1,516,919.00. The property assessments are projected to generate \$968,522.88 in revenue. Other revenue sources to the District (e.g. property tax revenues), fund balance, and a contribution from the General Fund are programmed to fund the difference. The City's FY 2020/21 Adopted Operating Budget includes sufficient funds to cover the total General Fund contribution of \$387,300.30. This includes the required General Benefit cost (\$30,340.00) and General Fund subsidy (\$356,960.30). Funds received for the benefit of the District are restricted and can only be used to fund the operation of the District.

The Report recommends maintaining the assessments for Zone 01 and Zone 03 at the current rates and increasing the assessment for Zone 02 by the property owner authorized annual inflationary adjustment.

Zone	# of EBUs <sup>1</sup>	FY 2019/20		Proposed FY 2020/21				Assessment Revenue <sup>6</sup>
		Max Rate <sup>2</sup>	Applied Rate <sup>3</sup>	Max Rate <sup>2</sup>	Applied Rate <sup>3,4</sup>	Adjustment to Max Rate <sup>4,5</sup>	Change in Applied Rate	
Zone 01	32,703	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	0.00%	\$ -	\$ 752,169.00
Zone 02	7,194	29.17	29.16	30.03	30.02	2.96%	0.86	215,963.88
Zone 03	65	6.00	6.00	6.00	6.00	0.00%	-	390.00
<b>Total Projected Assessment Revenue</b>								<b>\$ 968,522.88</b>

<sup>1</sup>Property owner approved inflationary adjustment to max rate based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics. 2.96% applied to FY 2019/20 maximum rate of \$29.17 to determine the FY 2020/21 maximum rate of \$30.03. Actual % increase could be less due to rounding.

<sup>2</sup>Riverside County requires fixed charges (i.e. assessments) to be even numbers.

Third party costs associated with the annual levy approval process and preparation of the Report for LMD No. 2014-01 are projected not to exceed \$5,500.00. Third party services include a consultant assessment engineer, special legal counsel, and publication of a legal notice. These costs are included in the City's FY 2019/20 Adopted Operating Budget for LMD No. 2014-01 (fund 5012).

## **NOTIFICATION**

Posting of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel

Department Head Approval:  
Michael L. Wolfe, P.E.

Special Districts Division Manager

Public Works Director/City Engineer

**CITY COUNCIL GOALS**

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

**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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

**ATTACHMENTS**

- 1. Resolution Initiating Proceedings
- 2. Resolution Approving Engineer's Report
- 3. Resolution Declaring Intent
- 4. LMD 2014-01 Assessment Engineer's Report

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/11/20 9:43 AM
City Attorney Approval	<u>✓ Approved</u>	3/11/20 3:24 PM
City Manager Approval	<u>✓ Approved</u>	3/12/20 2:34 PM

## RESOLUTION NO. CSD 2020-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 et seq.) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of annual assessments against real property; and

WHEREAS, the Board of Directors desires to initiate proceedings to levy assessments in connection with the Assessment District for fiscal year (FY) 2020/21.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Initiation of Proceedings. Pursuant to Section 22622 of the Act, the Board of Directors hereby initiates proceedings for the FY 2020/21 levy of the annual assessments in connection with the Assessment District.
3. Direction to Engineer. The City Engineer is hereby directed to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 et seq. of the Act with respect to the FY 2020/21 levy in connection with the Assessment District. The improvements associated with the Assessment District are substantially the same improvements as in FY 2019/20.
4. Effective Date. This Resolution shall be effective immediately upon adoption.

1  
Resolution No. CSD 2020-\_\_\_\_  
Date Adopted: March 17, 2020

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

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
 By:  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Community Services District

Resolution No. CSD 2020-  2    
 Date Adopted: March 17, 2020

Attachment: Resolution Initiating Proceedings (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL

**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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2020-\_\_<sup>3</sup>  
Date Adopted: March 17, 2020

Attachment: Resolution Initiating Proceedings (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL

RESOLUTION NO. CSD 2020-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN ENGINEER’S REPORT IN CONNECTION WITH FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the “CSD”) is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the “Act”); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the “Assessment District”) to fund street lighting services through the levy of annual assessments against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy Fiscal Year 2020/21 assessments against real property in the Assessment District and directed the City Engineer to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the City Engineer has designated Webb Municipal Finance, LLC as assessment engineer (the “Assessment Engineer”); and

WHEREAS, the Assessment Engineer has prepared and filed a report entitled “Annual Engineer’s Report Fiscal Year 2020/21, Moreno Valley Community Services District Lighting Maintenance District No. 2014-01” (the “Report”), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

- 1. Recitals. The above recitals are all true and correct and incorporated herein by this reference.

Resolution No. CSD 2020-\_\_\_\_  
Date Adopted: March 17, 2020

Attachment: Resolution Approving Engineer’s Report (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN

- 2. Approval of Report. The Board of Directors hereby approves the Report as filed.
- 3. Provision of Services. Nothing in the description of services or any Resolution of the Board of Directors shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of assessment revenue within each zone of the Assessment District.
- 4. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 5. Effective Date. This Resolution shall be effective immediately upon adoption.
- 6. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

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

2  
 Resolution No. CSD 2020-\_\_\_\_  
 Date Adopted: March 17, 2020

Attachment: Resolution Approving Engineer's Report (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN



Valley Community Services District

Attachment: Resolution Approving Engineer's Report (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN

Resolution No. CSD 2020-3  
Date Adopted: March 17, 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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2020-\_\_<sup>4</sup>  
Date Adopted: March 17, 2020

Attachment: Resolution Approving Engineer's Report (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN

## RESOLUTION NO. CSD 2020-\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO LEVY FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LIGHTING MAINTENANCE DISTRICT NO. 2014-01

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-08, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (the "Assessment District") to fund street lighting services through the levy of annual assessments against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy fiscal year (FY) 2020/21 assessments against real property in the Assessment District and directed the City Engineer to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the City Engineer has designated Webb Municipal Finance, LLC as assessment engineer (the "Assessment Engineer"); and

WHEREAS, the Assessment Engineer has prepared and filed a report entitled "Annual Engineer's Report Fiscal Year 2020/21, Moreno Valley Community Services District Lighting Maintenance District No. 2014-01" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed; and

WHEREAS, the Board of Directors desires to declare its intention to levy FY 2020/21 assessments as described in the Report.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1  
Resolution No. CSD 2020-\_\_  
Date Adopted: March 17, 2020

1. Recitals. The above recitals are all true and correct and incorporated herein by this reference.
2. Declaration of Intent. The Board of Directors hereby declares its intention to levy and collect FY 2020/21 assessments in connection with the Assessment District.
3. Name of Assessment District. The Assessment District is designated "Moreno Valley Community Services District Lighting Maintenance District No. 2014-01."
4. Boundaries of the Assessment District. The Assessment District includes territory within the CSD that has been included within the Boundaries of the Assessment District.
5. Description of Improvements. The Assessment District will fund the operation, maintenance and servicing of street light improvements.
6. Reference to Report. The Report contains a full and detailed description of (i) the street light improvements to be maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for FY 2020/21.
7. Public Hearing. On May 19, 2020 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the levy of the proposed assessments for FY 2020/21 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the Secretary of the CSD (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.
10. No Increase. Aside from the implementation of previously approved annual

2

Resolution No. CSD 2020-\_\_\_\_  
Date Adopted: March 17, 2020

inflation adjustments, as described in the Report, the maximum assessment rates are not proposed to increase from the rates approved in FY 2019/20.

- 11. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 12. Effective Date. This Resolution shall be effective immediately upon adoption.
- 13. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
 By: \_\_\_\_\_,  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Community Services District

3  
 Resolution No. CSD 2020-\_\_\_\_  
 Date Adopted: March 17, 2020

Attachment: Resolution Declaring Intent (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR

**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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2020-\_\_<sup>4</sup>  
Date Adopted: March 17, 2020

Attachment: Resolution Declaring Intent (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR



# Annual Engineer's Report

Fiscal Year 2020/21

## Moreno Valley Community Services District

Lighting Maintenance District No. 2014-01

Prepared For



May 2020



Attachment: LMD 2014-01 Assessment Engineer's Report [Revision 1] (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



ENGINEER'S REPORT  
FOR THE ANNUAL LEVY  
FOR FISCAL YEAR 2020/21

MORENO VALLEY COMMUNITY SERVICES DISTRICT

COUNTY OF RIVERSIDE

STATE OF CALIFORNIA

LIGHTING MAINTENANCE DISTRICT NO. 2014-01

Approved by the Board of Directors of the Moreno Valley Community Services District  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

Secretary of the Board of Directors

Attachment: LMD 2014-01 Assessment Engineer's Report [Revision 1] (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

Table of Contents

Engineer’s Report \_\_\_\_\_ i

Sections

Section 1. Plans and Specifications \_\_\_\_\_ 1  
Section 2. Method of Apportionment \_\_\_\_\_ 2  
Section 3. Estimate of Costs \_\_\_\_\_ 7  
Section 4. District Diagrams \_\_\_\_\_ 10  
Section 5. Assessment Roll \_\_\_\_\_ 14

Tables

Table 3-1. FY 2020/21 Budget \_\_\_\_\_ 8  
Table 3-2. FY 2020/21 Assessment Rates \_\_\_\_\_ 9

Diagrams

Diagram 4-1. Zone 01 \_\_\_\_\_ 11  
Diagram 4-2. Zone 02 \_\_\_\_\_ 12  
Diagram 4-3. Zone 03 \_\_\_\_\_ 13

**AGENCY:** MORENO VALLEY COMMUNITY SERVICES DISTRICT,  
RIVERSIDE COUNTY, CALIFORNIA

**PROJECT:** ANNUAL ENGINEER'S REPORT STATEMENT

**DISTRICT:** LIGHTING MAINTENANCE DISTRICT NO. 2014-01

**TO:** THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

I, Matthew E. Webb, a Professional Civil Engineer (employed by Albert A. Webb Associates and retained through an agreement between my employer and Webb Municipal Finance, LLC), acting on behalf of the Moreno Valley Community Services District (the "CSD"), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 *et seq.*) (the "1972 Act"), do hereby submit the following:

Each fiscal year, an Engineer's Report ("Report") is prepared and presented to the CSD Board of Directors (the "Board") describing the CSD's Lighting Maintenance District No. 2014-01 (the "District"), any changes to the District or improvements, an estimate of the costs of the maintenance, operations, and servicing of the improvements, and the proposed budget and assessments for that fiscal year.

This is the detailed Report for Fiscal Year (FY) 2020/21 regarding the District and the proposed assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain lighting improvements associated with and resulting from development of properties within the District, in accordance with the proportional special benefits the properties receive from the improvements. The CSD requested Webb Municipal Finance, LLC to prepare and file the Report for the referenced fiscal year.

A public hearing is held each year before the Board to allow the public an opportunity to hear and be heard regarding the District. After reviewing the Report and considering all public comments and written protests presented at the hearing, the Board may approve the report as submitted or with amendments and can adopt a resolution confirming the assessment. The adoption of such a resolution constitutes the levy of the assessment and authorizes the CSD to submit levy information to the Riverside County Auditor/Controller for collection on the tax roll.

In November 1996, the voters of California adopted Proposition 218 (the "Right to Vote on Taxes Act"), which has been codified as Articles XIII C and XIII D of the California Constitution. If, in any year, the proposed annual assessments for the District exceed the maximum assessments previously approved in a Proposition 218 proceeding (or grandfathered under Proposition 218), such an assessment would be considered a new or increased assessment and be subject to a mailed property owner protest ballot proceeding.

This Report and the information contained herein reflect the proposed budget for each of the various services provided by the District and the rates and assessments applicable to those services as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of the parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the Board of Directors of the Moreno Valley Community Services District. Please note that Albert A. Webb Associates provides engineering advice and related consulting services. Albert A. Webb Associates is not a registered municipal advisor and does not participate in municipal advisory activities, and nothing in this Engineer's Report is, or should be interpreted to be, municipal advisory services or advice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ALBERT A. WEBB ASSOCIATES



\_\_\_\_\_  
MATTHEW E. WEBB  
PROFESSIONAL CIVIL ENGINEER NO. 37385  
ENGINEER OF WORK  
ON BEHALF OF THE CITY OF MORENO VALLEY AND  
THE MORENO VALLEY COMMUNITY SERVICES DISTRICT  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessments and all matters in the Engineer's Report were made on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by adoption of Resolution No. \_\_\_\_\_ by the Board of Directors.

\_\_\_\_\_  
CITY CLERK  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

A copy of the Preliminary Assessment Roll and Engineer's Annual Levy Report were filed in the office of the City Clerk on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
CITY CLERK  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

## INTRODUCTION

The Moreno Valley Community Services District (CSD) was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (the "CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley (the "City"). The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was unincorporated territory in Riverside County. The County had created County Service Areas (CSA's) to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the City could be transitioned from CSA's governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD was historically comprised of a number of Zones, each of which provided a specific set of services within a defined portion of the City. Upon establishment of the CSD, Zone B of the CSD provided residential street lighting in certain residential subdivisions. These street lighting services were funded through a charge on the annual property tax roll to parcels served by the street lighting.

With the passage of Proposition 218, a number of substantive and procedural requirements were placed on taxes, assessments, and property-related fees imposed by local governments in California. Although referred to by the CSD as "charges", the charges imposed by Zone B of the CSD were categorized under Proposition 218 as real property assessments.

Street lighting is a maintenance and operation expense for sidewalks and streets. Consequently, the Zone B charges imposed prior to November 5, 1996 were grandfathered under Article XIII D, Section 5(a) of the Constitution, which permitted the continuation of assessments existing prior to the effective date of Proposition 218 so long as those assessments were imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Consequently, upon the effective date of Proposition 218, these grandfathered Zone B charges continued to be levied annually by the CSD without additional property owner approval.

Subsequent to the adoption of Proposition 218, territories (and associated street lights) were added to CSD Zone B. When this occurred, the CSD conducted a mail ballot assessment proceeding with respect to the levy of the Zone B charges as required by Article XIII D, Section 4(e) of the Constitution. Beginning in December 1999, the CSD's practice when balloting for Zone B charges in new territory was generally to present the charge with an incorporated automatic inflation adjustment. This was not done for the "grandfathered" territory nor for much of the territory added to Zone B between November 1996 and December 1999. Therefore, in some parts of CSD Zone B the charge was imposed annually at a level rate, whereas in other parts of Zone B the maximum charge was increased each year based on inflation.

In May 2014, the CSD formed the District pursuant to the 1972 Act. The District was intended to replace and assume the functions of CSD Zone B. Parcels that had been charged an annual Zone B charge for street lighting services are instead assessed an annual assessment for those services as part of Lighting Maintenance District No. 2014-01. This transition did not increase the amount paid annually by any property owner and did not change the nature or extent of the street lighting services provided. The assessments levied in connection with the assessment district in every way serve as a continuation of the charges levied in connection with Zone B.

The improvements, the method of apportionment, and the special benefit assessments described in this Report are based on the improvements and development of properties within the District and represent an estimate of the direct expenditures and incidental expenses that will be necessary to maintain, service, and operate such improvements for FY 2020/21. The improvements to be maintained in connection with the development of

properties within the District and described herein are based on the development plans and specifications for the properties and developments in the District and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Parcel Identification Number ("PIN") (formerly known as an "Assessor's Parcel Number" (APN)), by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses PINs and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

This Report consists of five (5) Sections:

- SECTION 1 PLANS AND SPECIFICATIONS:** Provides a description of the District boundaries and the improvements associated with the District. The District has three benefit Zones (hereafter referred to as "Zones"), which are described in more detail in this Section as well as in Section 2 (Method of Apportionment). A diagram showing the exterior boundaries of the CSD, the District, and the Zones established within the District, is attached and incorporated herein in Section 4 (District Diagram). Available plans for the street light installations, including the City's current standard specifications, are on file with the Public Works Department. The location of each street light can be found by using the Moreno Valley Map Viewer located on the City's website.
- SECTION 2 METHOD OF APPORTIONMENT:** Provides a discussion of the general and special benefits associated with the overall street lighting improvements provided within the District (Proposition 218 Benefit Analysis). This Section also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This Section also outlines the method of calculating each property's proportional special benefit and annual assessment using a weighted benefit apportionment.
- SECTION 3 ESTIMATE OF IMPROVEMENT COSTS:** Provides an estimate of the annual funding required for the maintenance, servicing, and operation of street lighting improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing street lighting improvements within the District for FY 2020/21 including, but not limited to, servicing of the street lights and related facilities, energy costs, and related incidental expenses authorized by the 1972 Act and pursuant to the provisions of Proposition 218. The budget also identifies the maximum and proposed assessment rates for each Zone of the District and the associated assessment range formula (inflationary adjustment), as applicable.
- SECTION 4 DISTRICT DIAGRAMS:** Diagrams showing the boundaries of the District and the Zones therein, including all parcels that receive special benefits from the improvements. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.
- SECTION 5 ASSESSMENT ROLL:** A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rates established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for FY 2020/21.



## 1. Plans and Specifications

### DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots and parcels of land that receive special benefits from the street light improvements funded by the District assessments. The boundaries of the District are comprised of three benefit Zones. Parcels within the District are identified and grouped into one of the three designated Zones based on the special benefits properties receive from the District improvements and the authorized maximum assessments established. The three Zones within the District and the benefits associated with the properties therein are described in more detail in Section 2 (Method of Apportionment) of this Report. In addition, the District Diagram in Section 4 of the Report provides a visual representation of the District showing the boundaries of the District Zones.

### DISTRICT FACILITIES AND IMPROVEMENTS

The street lights funded by the District are primarily low-intensity residential street lights located within the District, spaced approximately every 125 feet within a subdivision. Generally, high-intensity lights outside the subdivisions are funded through other revenue sources and are not part of the District assessments.

In Fiscal Year 2019/20, the City purchased the street lights within the District from Southern California Edison (SCE). SCE will continue to provide electricity to the street lights acquired by the City; however, the City is responsible for providing maintenance and servicing of the light fixtures and poles. All of the street lights within the District were retrofitted to Light Emitting Diode (LED) fixtures, a more energy efficient technology. Not only are LED bulbs more energy efficient, they are expected to have a longer life span than the traditional high-pressure sodium vapor bulbs they replaced.

The maintenance, operation, and servicing of the District's lighting improvements generally include the furnishing of labor, materials, equipment, and electricity for the ordinary and usual maintenance, operation, and servicing of street lights within the public right-of-ways and easements dedicated to the City. These activities include, but are not limited to:

- Furnishing of electric current or other illuminating agent.
- Maintenance, repair, and replacement of light poles and fixtures, including changing light bulbs, painting, photoelectric cell repair or replacement, and repairing damage cause by accidents, vandalism, time, and weather.
- Electrical conduit and pull-box repair and replacement due to damage by construction and weather.
- Monitoring of the Underground Service Alert (USA) network, identification of proposed excavation in the vicinity of lighting electrical conduits, and marking the location of those underground conduits in the field to prevent damage by excavation.
- Service, maintenance, repair, and replacement including replacing worn out electrical components and repairing damage due to accidents, vandalism, and weather.
- Periodic repair and rehabilitation of the street lighting system including replacement of old equipment with new or reconditioned equipment; and repair, removal or replacement of related equipment as required including, but not limited to, lighting fixtures, poles, meters, conduits, electrical cable, and relocation of street light facilities as necessary, including the purchase and installation of related equipment and facilities.
- Street light inventory database, pole numbering, and mapping to establish the number of street lights that must be maintained, as well as the condition and location of these street lights as part of an effective maintenance program.
- Responding to citizen inquiries regarding street lighting.

### 3. Estimate of Costs

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation, and servicing of street lighting improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value.

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Section 22574 provides for zones as follows:

*"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

#### PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for FY 2020/21 have been identified and allocated to properties within the District based on special benefit. The improvements provided by the District and for which properties are assessed are public street lighting improvements. These improvements generally were installed in connection with the development of the properties within the District and were required by the City as a condition of development.

Article XIII D Section 2(d) defines District as follows:

*"District" means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.*

Article XIII D Section 2(i) defines Special Benefit as follows:

*"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."*

Article XIII D Section 4(a) defines proportional special benefit assessments as follows:

*An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.*

### 3. Estimate of Costs

#### BENEFIT ANALYSIS

##### Special Benefit

The street lighting in the District is primarily low-intensity street lighting that is useful for illuminating the sidewalks and parking lanes in the District. This lighting is distinct from the high-intensity lights installed on major streets which serve in part to enhance traffic safety. Residential street lights are of lower intensity, but more closely spaced, than the high-intensity street lights. These sorts of low-level, low-intensity residential street lights provide three main special benefits: (i) residential security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local traffic consisting of residents and residents' guests traveling to and from property within the District, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with an assessed dwelling unit.

With the exception of the development that comprises Zone 03 (discussed below), the street lights within the District are consistent with the City's typical intensity and spacing standards for residential lighting at the time of development and each parcel to be assessed is served directly by the system of street lights providing appropriate lighting within the subdivision. Consequently, we conclude that each residential parcel within the District receives substantially similar benefit from the improvements regardless of their location within the District. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District.

##### General Benefit

Approximately 5% of the street lights funded by the District are located at the perimeter/entryway of a residential development. These perimeter/entryway lights, in contrast to the remainder of the lights funded by the District, arguably provide some illumination that extends beyond the boundaries of the developments and parcels being assessed within the District, that enhances the safety of members of the public unassociated with an assessed parcel, that illuminates traffic or parking on major thoroughfares, or that otherwise provides services to the general public. Although, in general, these street lights exist solely because of the development of assessed parcels, and although the primary purpose of these lights is to provide illumination benefiting assessed parcels, they may provide some level of general benefit in addition to the special benefits provided to the assessed parcels. We estimate that this general benefit constitutes not more than 25% of the total benefit from perimeter/entryway lights. As 25% of the benefit from 5% of the lights constitutes not more than 2% of the total benefit from all improvements operated and maintained by the District, we determine that the total general benefit from operation and maintenance activities will not exceed 2% of operations and maintenance costs.

### 3. Estimate of Costs

#### ZONES OF BENEFIT

In an effort to ensure an appropriate allocation of the estimated annual cost to provide the District improvements based on proportional special benefits, this District was established with benefit Zones as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

*"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

There are three Zones within the District. The bulk of the parcels in the District are located in either Zone 01 or Zone 02. These Zones are defined separately, largely for administrative purpose, as the level of service is substantially identical in the two Zones and the ratio of the number of lights to the number of parcels is substantially the same. Zone 01 consists of those parcels that, as a result of Proposition 218, are subject to an assessment that is not annually adjusted for inflation. Zone 02 consists of those parcels for which the assessment can be adjusted annually for inflation.

Zone 03 consists of 65 residential parcels located in Tract 21958. This tract is unique within the District because it was developed with a substantially lower street light density (street lights are spaced farther apart than the residential street lights typically found in the residential tracts of Zone 01 and Zone 02). As a result, the parcels in Tract 21958 generally receive less lighting than parcels elsewhere in the District, and the per parcel cost of providing street light special benefits to Tract 21958 parcels is substantially less than the cost of providing benefits elsewhere in the District.

#### For FY 2020/21:

- Zone 01 includes 32,714 parcels and has 7,167 street lights.
- Zone 02 includes 7,254 parcels and has 1,589 street lights.
- Zone 03 includes 65 parcels and 3 street lights.

The District budget, incorporated herein under Section 3 of this Report, provides a summary of the total estimated cost of providing the street lighting improvements and the allocation of those costs between the three Zones (which is based on the number of lights in each Zone) as well as those costs that are considered general benefit. Details regarding the location and extent of the street lighting improvements within the District and the Zones therein are on file in the Public Works Department, and by reference these documents are made part of this Report. A diagram showing the boundaries of the three Zones outlined above is attached and incorporated herein under Section 4 (District Diagram) of this Report.

### 3. Estimate of Costs

#### ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

#### Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of Equivalent Benefit Units (EBUs) based on its land use. One EBU is defined as the special benefit allocable to a single-family residential home. In each case, a parcel is only allocated EBUs in a fiscal year if the street lights serving the parcel (or serving the perimeter of the complex in the case of apartments, condominiums, etc.) has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

Not all parcels are assessed one EBU. EBU are assigned based on the benefit each parcel receives, using the Assessment Methodology outlined below (e.g., Condos may be assigned an EBU less than one).

**Single-Family Residential:** This land use is defined as a fully subdivided single-family residential home site with or without a structure. This land use is assigned 1.0 EBU per lot or parcel.

**Condominium Residential:** This land use is defined as a fully subdivided condominium residential unit assigned its own PIN by the County. EBUs are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the typical number of single-family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

**Multi-Family Residential and Mobile Home Parks:** This land use classification identifies properties that are used for residential purposes and contain more than one residential unit per lot or parcel. The proportional special benefit and EBUs for these parcels is based on acreage, at 4.0 EBUs per acre.

**Vacant Parcels:** This land use classification identifies properties that are undeveloped and not fully subdivided but are served by a street light improvement. This land use is assigned 1.0 EBU per lot or parcel.

**Approved Single-Family Residential:** This land use is defined as a fully subdivided single-family residential home site with or without a structure, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally, these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but until such time that the street lights are to be installed, these lots or parcels will not be assessed and are assigned 0.0 EBU.

**Planned Residential Development:** This land use is defined as a property that is currently considered vacant or undeveloped land that is to be subdivided into a known number of residential lots, but the street lights to be installed as part of the development have not yet been installed and are not anticipated to come online this fiscal year. Generally, these parcels were annexed to the District in anticipation of the property being developed and street lights being installed, but that has not yet occurred. Until such time as the street lights are to be installed, these lots or parcels will not be assessed and are assigned 0.0 EBU.

**Exempt:** This classification means any lot or parcel that is not considered to specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets and other

### 3. Estimate of Costs

roadways; public easements or right-of-ways including landscaped parkways, easement, utility right-of-ways, or easements such as irrigation or drainage ditches, channels, or basins; and flood plains. These types of parcels of land (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. These types of properties may or may not be assigned a PIN by the County.

Also exempt from assessment are lots that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; and small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel.

#### CALCULATION OF ASSESSMENTS

An assessment amount per EBU is calculated by:

Taking the "Total Annual Expenses" (total budgeted costs) and subtracting the proportional "General Benefit Costs" which establishes the "Total Special Benefit Costs".

*Total Amount Expenses - General Benefit Costs = Total Special Benefit Costs*

To the resulting "Total Special Benefit Costs", various "Other Available Funding" adjustments are applied. For further information please reference line items in the budget on the following page under "Other Available Funding."

These adjustments to the Total Special Benefit Costs result in the "Net Special Benefit Assessment".

*Total Special Benefit Costs +/- Other Available Funding = Net Special Benefit Assessment*

The amount identified as the "Net Special Benefit Assessment" is divided by the Total EBUs of parcels to be Assessed to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. The Assessment Rate is then applied to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment obligation for the improvements.

*Net Special Benefit Assessment / Total EBU (to be Assessed) = Assessment per EBU*

### 3. Estimate of Costs

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#### **DISTRICT BUDGET**

The budget outlines the estimated costs to maintain the improvements and the anticipated expenditures for FY 2020/21. Operation and Maintenance (O&M) costs were allocated amongst the Zones proportionately to the number of street lights serving the Zones.

Attachment: LMD 2014-01 Assessment Engineer's Report [Revision 1] (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



### 3. Estimate of Costs

Table 3-1  
FY 2020/21 Budget

	Zone 01	Zone 02	Zone 03	Total
<b>Annual Operating Expenses</b>				
Operations & Maintenance	\$78,984.08	\$17,512.85	\$33.06	\$96,530.00
Utilities	\$1,089,887.08	\$241,656.71	\$456.22	\$1,332,000.00
<b>Total O&amp;M Expenses</b>	<b>\$1,168,871.16</b>	<b>\$259,169.56</b>	<b>\$489.28</b>	<b>\$1,428,530.00</b>
<b>Incidental/Administrative Expenses</b>				
District Administration	\$53,814.40	\$11,932.07	\$22.53	\$65,769.00
County Fees	\$15,791.91	\$3,501.48	\$6.61	\$19,300.00
Miscellaneous Administrative Expenses	\$2,716.54	\$602.33	\$1.14	\$3,320.00
<b>Total Incidental/Administrative Expenses</b>	<b>\$72,322.84</b>	<b>\$16,035.88</b>	<b>\$30.27</b>	<b>\$88,389.00</b>
<b>Contribution to Fund Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Annual Expenses</b>	<b>\$1,241,194.00</b>	<b>\$275,205.44</b>	<b>\$519.55</b>	<b>\$1,516,919.00</b>
General Benefit Costs	(\$24,825.21)	(\$5,504.40)	(\$10.39)	(\$30,340.00)
<b>Total Special Benefit Costs</b>	<b>\$1,216,368.80</b>	<b>\$269,701.04</b>	<b>\$509.16</b>	<b>\$1,486,579.00</b>
<b>Other Available Funding</b>				
Use of Fund Balance <sup>a</sup>	(\$27,295.82)	\$0.00	\$0.00	(\$27,295.82)
Additional Agency Contribution <sup>b</sup>	(\$327,424.33)	(\$29,462.64)	(\$73.33)	(\$356,960.30)
Other Revenue Sources <sup>c</sup>	(\$109,479.65)	(\$24,274.53)	(\$45.83)	(\$133,800.00)
<b>Total Contributions/Adjustments</b>	<b>(\$464,199.80)</b>	<b>(\$53,737.16)</b>	<b>(\$119.16)</b>	<b>(\$518,056.12)</b>
<b>NET SPECIAL BENEFIT ASSESSMENT</b>	<b>\$752,169.00</b>	<b>\$215,963.88</b>	<b>\$390.00</b>	<b>\$968,522.88</b>
<b>District Statistics</b>				
Total Parcels <sup>d</sup>	32,714	7,254	65	40,033
Total Assessed Parcels	32,703	7,194	65	39,962
Total EBUs	32,703	7,194	65	39,962
<b>Proposed Assessment per EBU <sup>e</sup></b>	<b>\$23.00</b>	<b>\$30.02</b>	<b>\$6.00</b>	
<b>Maximum Assessment per EBU</b>	<b>\$23.00</b>	<b>\$30.03</b>	<b>\$6.00</b>	
<b>Reserve Fund/Fund Balance</b>				
<b>Estimated Beginning Fund Balance as of July 1, 2020</b>	<b>\$64,127.25</b>	<b>\$14,218.70</b>	<b>\$26.84</b>	<b>\$78,372.80</b>
Revenue and City Contributions	\$1,216,368.80	\$269,701.04	\$509.16	\$1,486,579.00
Contribution to/(Use of Reserve Funds)	(\$27,295.82)	\$0.00	\$0.00	(\$27,295.82)
Expenditures less General Benefit Costs	(\$1,216,368.80)	(\$269,701.04)	(\$509.16)	(\$1,486,579.00)
<b>Estimated Ending Fund Balance as of June 30, 2021</b>	<b>\$36,831.44</b>	<b>\$14,218.70</b>	<b>\$26.84</b>	<b>\$51,076.98</b>

*Slight variances are due to rounding.*

<sup>a</sup> Additional funds are being used to meet proposed levy amount.

<sup>b</sup> All Zones are being levied at the Maximum Special Assessment Rate. The Additional Agency Contribution bridges the shortfall between the Special Benefit Costs for FY 2020/21 and the Maximum Assessment that can be levied. This contribution is in addition to the General Benefit Costs.

<sup>c</sup> Includes property taxes and interest income.

<sup>d</sup> "Total Parcels" includes all assessable parcels, including parcels that will be served by lighting in the future and have a current EBU of zero. Note that all parcels that benefit from the services are assessed on the tax roll. Because the District exclusively includes the internal streets in residential subdivisions, there are no benefitting government-owned parcels in the District.

<sup>e</sup> The Proposed and the Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

### 3. Estimate of Costs

#### ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for FY 2020/21 based on the budget and the method of apportionment presented in this Report.

Table 3-2  
FY 2020/21 Proposed Assessment Rates

Zone	Maximum Rates	Applied Rates
Zone 01	\$23.00	\$23.00 per EBU
Zone 02	\$30.03 <sup>a</sup>	\$30.02 per EBU
Zone 03	\$6.00	\$6.00 per EBU

<sup>a</sup> The Maximum Assessment Rate includes an inflationary adjustment previously balloted and approved by the property owners.

Note that for FY 2020/21 there are:

- 32,703 EBUs in Zone 01 sharing \$1,216,368.80 in proportional special benefit.
- 7,194 EBUs in Zone 02 sharing \$269,701.04 in proportional special benefit.
- 65 EBUs in Zone 03 sharing \$509.16 in proportional special benefit.
- The proposed assessment rates in each Zone do not exceed the cost of the proportional special benefits per EBU for that Zone.

#### ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

Each year, the Board of Directors will consider whether the assessment needs to be levied at the adjusted maximum rate. The Board may levy it at some lower rate and/or choose not to implement an automatic rate adjustment, if authorized by the property owners.

The "All Urban Consumers" Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim Region<sup>1</sup>, is used to calculate the annual inflation adjustment for certain zones, noted below. The inflation adjustment from December 2018 to December 2019 is 2.96%.

#### Zone 02

The Maximum Assessment Rate per EBU for Zone 02 established for the improvements in the previous fiscal year may be adjusted by the percentage change calculated for the previous calendar year in the Los Angeles-Long Beach-Anaheim Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics.

<sup>1</sup> In January 2018, the Bureau of Labor Statistics introduced a new geographic area sample for the Consumer Price Index (CPI). Riverside, CA, which was previously included in the Los Angeles-Riverside-Orange County, CA MSA (Metropolitan Statistical Area), will now be included in a separate CBSA (Core Based Statistical Area) and will be considered a new index named Riverside-San Bernardino-Ontario, starting at 100.000. The Los Angeles-Riverside-Orange County, CA index was renamed "Los Angeles-Long Beach-Anaheim". Because the CPI approved by the property owners was the Los Angeles-Riverside-Orange County index, and it was renamed and not eliminated, CSD General Counsel determined the District would continue to use the Los Angeles-Long Beach-Anaheim index.

## 4. District Diagrams

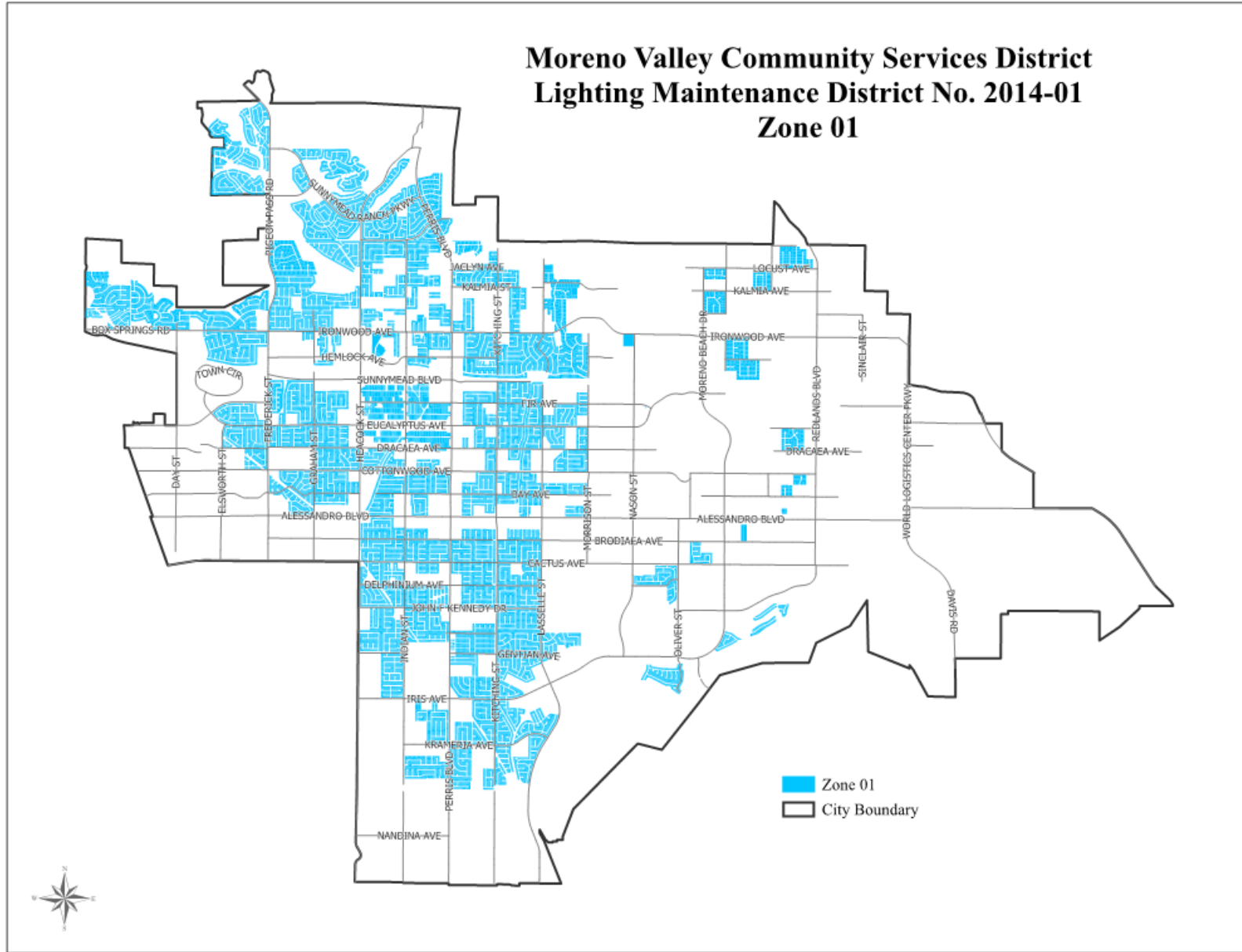
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### DISTRICT DIAGRAMS

The following boundary maps depict the parcels within the three Zones that make up the District, which are those that existed at the time this Report was prepared. The combination of these maps and the Assessment Roll referenced by this Report constitute the Assessment Diagram for the District.

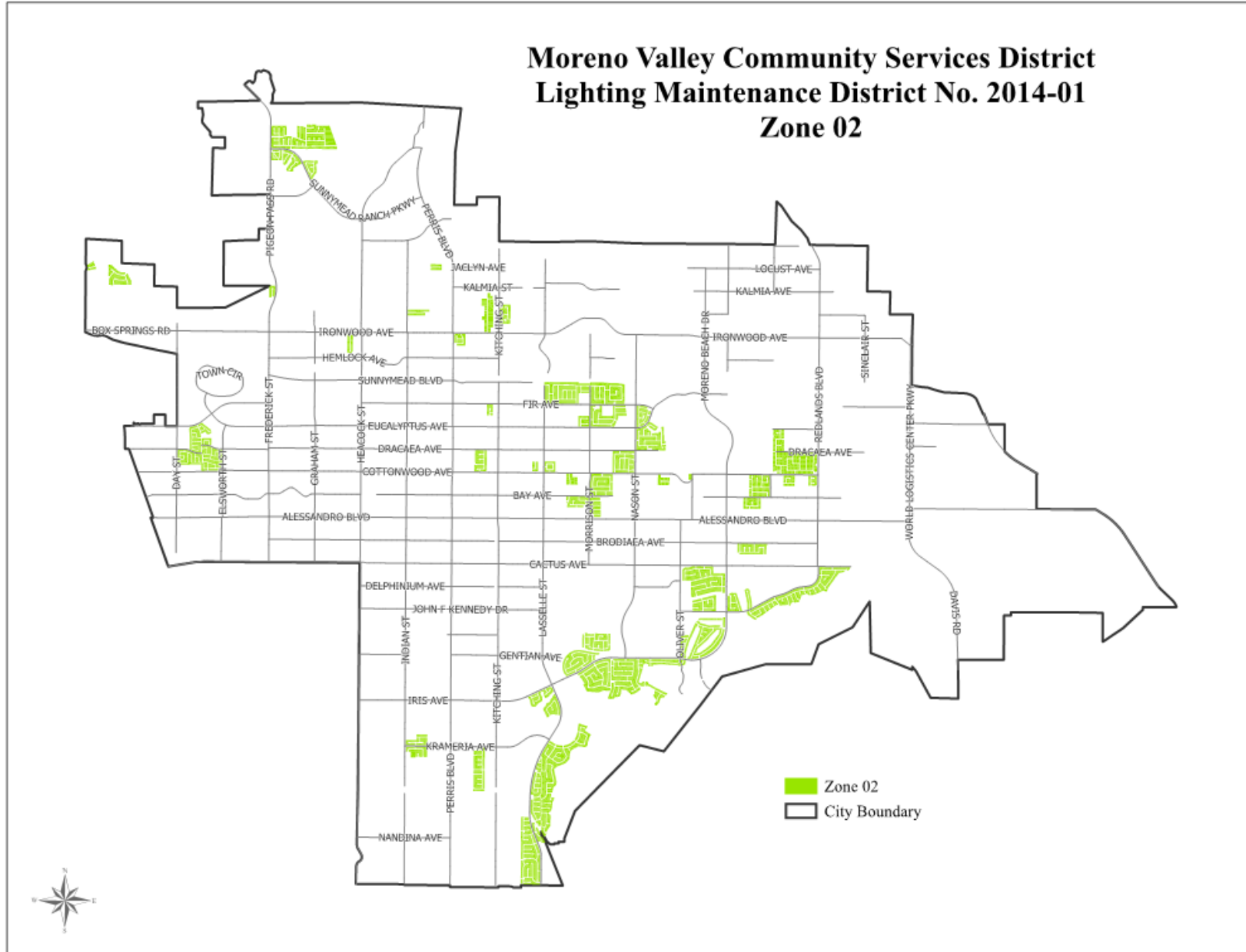
4. District Diagrams

Diagram 4-1



4. District Diagrams

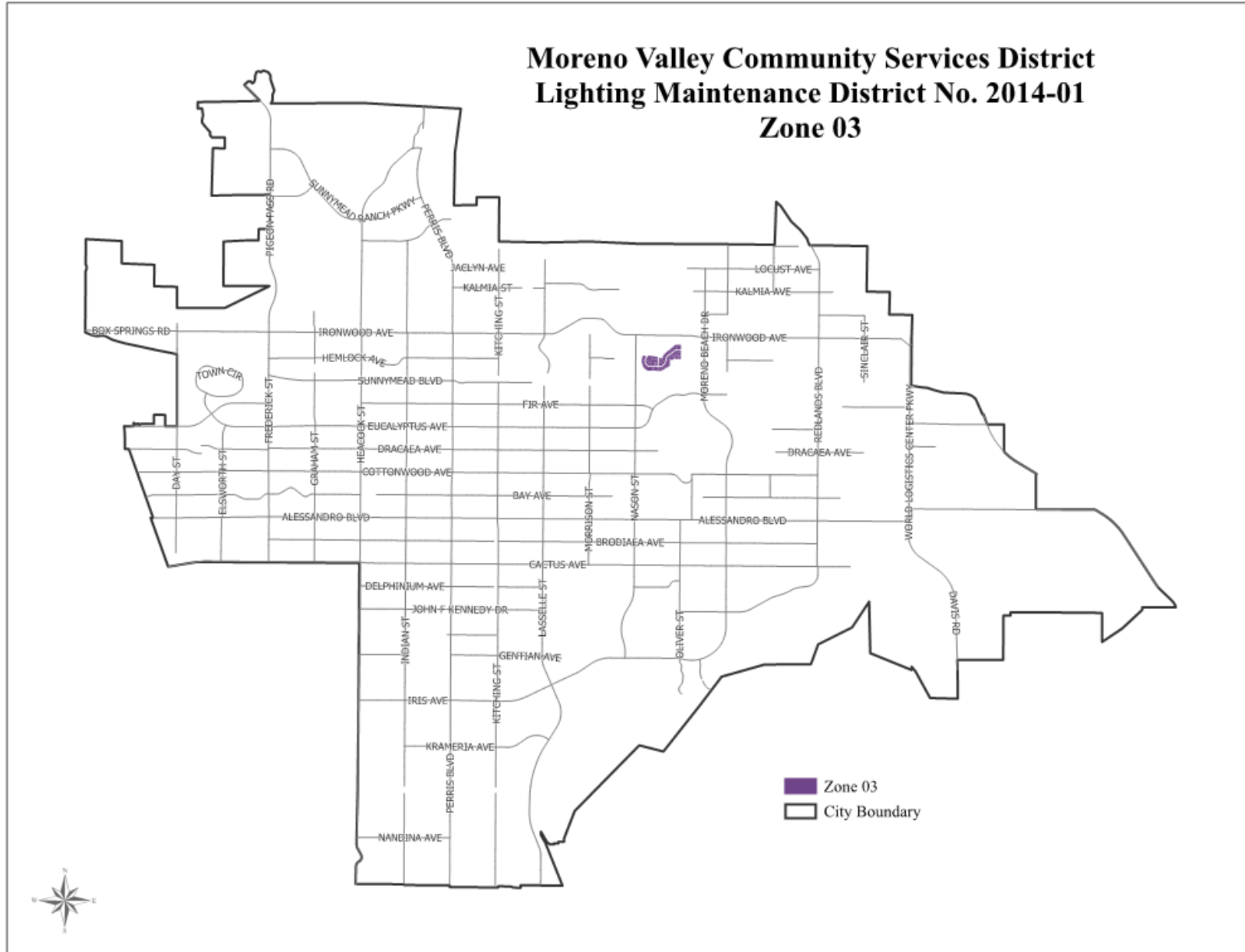
Diagram 4-2



Engineer's Report for FY 2020/21  
Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

4. District Diagrams

Diagram 4-3



Engineer's Report for FY 2020/21  
Moreno Valley Community Services District Lighting Maintenance District No. 2014-01

## 5. Assessment Roll

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### ASSESSMENT ROLL

PIN identification for each lot or parcel within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the parcels to be assessed within this District, along with the corresponding assessment amounts to be levied for FY 2020/21 has been provided electronically to the Secretary of the CSD Board (City Clerk). The listing is incorporated herein by reference. The Report can also be found online at the City's website at [www.moval.org/sd](http://www.moval.org/sd). If any PIN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected PIN and/or new PIN(s) will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.





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Attachment: LMD 2014-01 Assessment Engineer's Report [Revision 1] (3946 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



## Report to City Council

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

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

**AGENDA DATE:** March 17, 2020

**TITLE:** ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR 2020/21 FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 (RESO. NOS. CSD 2020- \_\_\_\_\_)

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### **RECOMMENDED ACTION**

#### **Recommendations:**

1. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Initiating Proceedings to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
2. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving an Engineer's Report in Connection with the 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.
3. Adopt Resolution No. CSD 2020-\_\_\_, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Declaring its Intention to Levy the Fiscal Year 2020/21 Assessments against Real Property in Moreno Valley Community Services District Landscape Maintenance District No. 2014-02.

### **SUMMARY**

This report recommends adoption of three resolutions, which will initiate the annual process to continue the levy of special assessments on the fiscal year (FY) 2020/21 property tax roll for Moreno Valley Community Services District (“CSD”) Landscape Maintenance District (LMD) No. 2014-02. If adopted, the resolutions (Attachments 1, 2, and 3) will 1) initiate proceedings to levy the annual assessments, 2) approve the assessment engineer’s report for the district, and 3) declare the intent to levy assessments for FY 2020/21 and set May 19, 2020 as the date of the Public Hearing.

The proposed assessments are a continuation of the real property assessments currently levied on the property tax bills. There are no increases proposed to the assessments other than an annual inflationary adjustment, provided the property owners previously approved such adjustment. Revenue received from the assessments funds the maintenance of public landscape improvements provided by the district and are restricted for use in the zones for which they are collected.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed to be applied to the maximum assessment rates, if authorized by the property owners, at its February 25, 2020 meeting.

## **DISCUSSION**

On May 27, 2014, the CSD adopted its Resolution CSD 2014-09, establishing LMD No. 2014-02 (“District”) (certain former CSD landscape zones). On May 12, 2015, Zone 09 was annexed into the District. LMD No. 2014-02 includes eleven benefit zones. Each zone provides a certain level of public landscape maintenance services within a defined geographical area of the City.

Property owners of parcels within the District pay a special assessment as part of their annual property tax bill to fund the cost of maintaining public landscaping within the District. Revenue from the assessment funds the cost to provide the Special Benefit, as defined in the Assessment Engineer’s Report (“Report”), to maintain the public landscaping located within the District. Funds collected for each zone are restricted and can only be used within the zone and for the purposes for which it was collected.

The frequency of landscape maintenance provided is based on each zone’s financial resources. At the time the City accepts an area’s public landscaping for maintenance, the assessment is set at a rate sufficient to fund the City’s standard frequency of service, Level 1 (4-week rotation). For those zones where costs to maintain the landscaping have increased and the property owners have not approved a mail ballot proceeding to increase the assessment to fund those increases, the frequency of service has been reduced to a level consistent with available funding. A brief summary of each zone and its current service level is in the table below. Maps of each zone are included in the Report (Attachment 4).

Zone	Development	Service Level <sup>1</sup>	Sq.Ft. of Landscaping
Zone 01	Towngate	Level 1	323,609
Zone 01A	Renaissance Park	Level 3	72,335
Zone 02	Hidden Springs	Level 1	3,868,040
Zone 03	Moreno Valley Ranch - West	Level 1	866,943
Zone 03A	Lasselle Powerline Parkway	Level 1	53,774
Zone 04	Moreno Valley Ranch - East	Level 5	980,404
Zone 05	Promontory Park	Level 1	98,392
Zone 06	Mahogany Fields	Level 1	178,564
Zone 07 <sup>2</sup>	Celebration	Level 1	225,154
Zone 08	Shadow Mountain	Level 1	76,771
Zone 09	Savannah	Level 1	64,456
<sup>1</sup> Frequency of Service: Level 1=4-week; Level 2=8-week; Level 3=12-week; Level 4=16-week; Level 5=20-week			
<sup>2</sup> Some area has not yet been accepted by the City for maintenance			

The Landscaping and Lighting Act of 1972 ("1972 Act") requires an annual review and evaluation of the District's revenues and expenditures before assessments can continue to be levied on the property tax bill for the next fiscal year. The Report includes a description of the improvements within the District, the estimated maintenance costs, the method of assessment apportionment for each lot or parcel within the District boundaries, and a diagram showing the parcels within the zones that make up the District.

The Report also provides an analysis of the District's annual financial status. It separates and apportions the cost of General Benefit, the other costs funded by the General Fund, and the cost of Special Benefit to the benefiting properties.

### *General Fund Costs*

The Report identifies a \$201,880.07 contribution from the General Fund, which is included in the City's FY 2020/21 Adopted Operating Budget.

- General Benefit Cost (\$158,610.00) - as defined in the Report, represents costs which are not allowed to be assessed to properties and therefore are apportioned as a General Fund expense. The General Benefit is the benefit the general public receives from the public landscape improvements in the District and is the minimum amount the community

would fund (e.g., costs for weed abatement and erosion control) had the improvement not been installed.

- General Fund Maintained Area Costs (\$15,085.91) - funds the ongoing maintenance of improvements that provide no Special Benefit to the parcels in the zone and therefore, cannot be funded by the assessments; these improvements were included in a zone at the time of the area's development (e.g., drainage area in Zone 04).
- Contribution for Non-Assessed Parcels (\$28,184.16) - funds the annual contribution for parcels that benefit from the improvements but have not been assessed because the property owner had not previously approved the rate through a mail ballot proceeding; these are, or were, typically government owned properties (e.g. Fire Station).

### *Special Benefit Costs*

A parcel's Special Benefit cost is calculated by determining the assessment rate per equivalent benefit unit (EBU). Generally speaking, the EBU is the equivalent of one single-family residential parcel. In some zones, the EBU is further defined by densities greater or less than a single-family residential parcel (e.g., undeveloped parcels, condos). The Special Benefit a parcel receives from the improvements is apportioned based on its assigned EBU.

If the property owners approved an annual inflationary adjustment, the Report recommends increasing the FY 2019/20 maximum assessment rates by an annual inflationary adjustment (Consumer Price Index or other factor approved by the property owners). Zone 04 is the only zone where the property owners have not approved an annual inflationary adjustment. The applied assessment rate is the amount needed to fund the services of each zone, up to the maximum rate and is the amount actually levied on the property tax roll. After completing an individual analysis of each zone's current level of service, anticipated expenditures, fund balance, assigned reserve levels, and proposed capital improvement projects, the Report recommends setting the applied rates as those set forth in the Fiscal Impact section of this report.

Adoption of the proposed resolutions will 1) initiate proceedings for the annual levy of assessments for LMD No. 2014-02, 2) approve the Report, and 3) declare the intent to levy assessments on the FY 2020/21 property tax bills and set 6:00 p.m. on May 19, 2020 as the date of the Public Hearing. After the close of the May 19 Public Hearing and provided there is not a majority protest, the CSD Board can consider authorizing the recommended assessments to levy on the FY 2020/21 property tax bills of parcels within LMD No. 2014-02.

This action meets the Strategic Plan Priorities by managing and maximizing 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. Adopt the proposed resolutions. *Staff recommends this alternative as it is consistent with the 1972 Act and required to initiate the annual process to continue levying the annual assessments on the property tax bills to support the public landscape maintenance program for FY 2020/21.*
1. Do not adopt the proposed resolutions. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 assessments and collecting funding to support the services of the District as requested by the property owners.*
2. Do not adopt the proposed resolutions but rather continue the item to a future Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include assessments on the FY 2020/21 property tax roll.*

## **FISCAL IMPACT**

For FY 2020/21, the total projected expenditures for the District are \$2,747,347.59. The property assessments are projected to generate \$2,100,368.36 in revenue. Other revenue sources to the District (e.g. interest income), the use of available unassigned reserves in certain zones, and the General Fund are programmed to fund the difference. The City's FY 2020/21 Adopted Operating Budget includes a General Fund contribution of \$201,880.07. This includes the required General Benefit Cost (\$158,610.00), General Fund Maintained Area Cost (\$15,085.91), and the General Fund Contribution for Non-Assessed Parcels (\$28,184.16). Funds received for the benefit of each zone are restricted and can only be used to fund the services of that zone. The Report's recommended assessment rates for FY 2020/21 are listed in the table below.

Third party costs associated with the annual levy approval process and preparation of the Report for LMD No. 2014-02 are projected not to exceed \$5,500. Third party services include a consultant assessment engineer, special legal counsel, and publication of the Public Hearing legal notice. These costs are included in the City's FY 2019/20 Adopted Operating Budget for LMD No. 2014-02 (fund 5014).

Zone	# of EBUs <sup>1</sup>	FY 2019/20		Proposed FY 2020/21				
		Max Rate <sup>2</sup>	Applied Rate <sup>3</sup>	Max Rate <sup>2</sup>	Applied Rate <sup>3,4</sup>	Adjustment to Max Rate <sup>4,5</sup>	Change in Applied Rate	Assessment Revenue <sup>6</sup>
Zone 01	2185	\$ 151.13	\$ 151.12	\$ 155.60	\$ 155.60	2.96%	\$ 4.48	\$ 339,941.54
Zone 01A	557	92.54	92.54	95.27	95.26	2.96%	2.72	\$ 53,059.82
Zone 02	1178	476.73	476.72	490.84	490.84	2.96%	14.12	578,209.52
Zone 03	4507	151.13	151.12	155.60	155.60	2.96%	4.48	701,222.58
Zone 03A	467	80.37	80.36	82.74	82.74	2.96%	2.38	38,639.58
Zone 04 <sup>7</sup>	2299	110.00	110.00	110.00	110.00	0.00%	-	252,925.20
Zone 05 <sup>8</sup>	334	474.96	25.00	489.01	25.00	2.96%	-	8,350.00
Zone 06 <sup>8</sup>	424	332.57	139.14	342.41	139.14	2.96%	-	58,995.36
Zone 07 <sup>8</sup>	262	398.41	38.16	410.20	25.00	2.96%	(13.16)	6,550.00
Zone 08 <sup>8</sup>	291	350.84	79.02	361.22	81.36	2.96%	2.34	23,675.76
Zone 09 <sup>8,9</sup>	150	719.54	258.66	740.83	258.66	3.00%	-	38,799.00
<b>Total Projected Assessment Revenue</b>								<b>\$ 2,100,368.36</b>
<sup>1</sup> Equivalent Benefit Units. Generally, an EBU is equivalent to a single-family residential (SFR) parcel. Properties other than SFR (e.g. undeveloped land or condo) will be assigned an EBU greater or less than 1. <sup>2</sup> Maximum Rate that can be levied as authorized by the property owners. <sup>3</sup> Applied Rate is the amount necessary to fund expenses and the amount actually levied on the property tax roll. <sup>4</sup> Riverside County requires even numbers for fixed charges (i.e. assessments). <sup>5</sup> Property owner approved inflationary adjustment to max rate based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics. <sup>6</sup> Amount calculated may differ due to rounding. <sup>7</sup> Does not have a property owner approved annual adjustment. <sup>8</sup> Applied rate lowered due to projected expenses and/or available fund balances. <sup>9</sup> Property owners authorized an annual inflationary adjustment of the greater of CPI or 3%.								

## **NOTIFICATION**

Posting of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Candace E. Cassel  
Special Districts Division Manager

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

## **CITY COUNCIL GOALS**

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

**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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

**ATTACHMENTS**

- 1. Resolution Initiating Proceedings
- 2. Resolution Approving Engineer's Report
- 3. Resolution Declaring Intent
- 4. LMD 2014-02 Assessment Engineer's Report

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/11/20 9:45 AM
City Attorney Approval	<u>✓ Approved</u>	3/11/20 3:23 PM
City Manager Approval	<u>✓ Approved</u>	3/12/20 2:34 PM

## RESOLUTION NO. CSD 2020-\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, INITIATING PROCEEDINGS TO LEVY THE FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of annual assessments against real property; and

WHEREAS, the Board of Directors desires to initiate proceedings to levy assessments in connection with the Assessment District for fiscal year (FY) 2020/21.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Initiation of Proceedings. Pursuant to Section 22622, the Board of Directors hereby initiates proceedings for the FY 2020/21 levy of the annual assessments in connection with the Assessment District.
3. Direction to Engineer. The City Engineer is hereby directed to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 *et seq.* of the Act with respect to the FY 2020/21 levy in connection with the Assessment District. The improvements associated with the Assessment District are substantially the same improvements as in FY 2019/20.
4. Effective Date. This Resolution shall be effective immediately upon adoption.
5. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

1  
Resolution No. CSD 2020-\_\_  
Date Adopted: March 17, 2020

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
By:  
Acting in the capacity of President of the  
Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Community Services District

Resolution No. CSD 2020-<sup>2</sup>\_\_\_\_  
Date Adopted: March 17, 2020

Attachment: Resolution Initiating Proceedings (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL

**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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2020-\_\_<sup>3</sup>  
Date Adopted: March 17, 2020

Attachment: Resolution Initiating Proceedings (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL

## RESOLUTION NO. CSD 2020-\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AN ENGINEER'S REPORT IN CONNECTION WITH THE FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of annual assessments against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the Fiscal Year 2020/21 assessments against real property in the Assessment District and directed the City Engineer to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the City Engineer has designated Webb Municipal Finance, LLC as assessment engineer (the "Assessment Engineer"); and

WHEREAS, the Assessment Engineer has prepared and filed a report entitled "Annual Engineer's Report Fiscal Year 2020/21, Moreno Valley Community Services District Landscape Maintenance District No. 2014-02" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, the Board of Directors now desires to approve the Report.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and incorporated herein by this reference.
2. Approval of Report. The Board of Directors hereby approves the Report as filed.

1  
Resolution No. CSD 2020-\_\_  
Date Adopted: March 17, 2020

3. Capital Improvement Project. In accordance with Streets and Highways Code Section 22660(a), the City Council has determined that the estimated cost of certain proposed improvements, described in Section 22525, subdivisions (a) through (d), are greater than can conveniently be raised from a single assessment and, as a result, shall be collected in installments over a period not to exceed five fiscal years and held in a reserve account, as noted in the Engineer's Report. General descriptions of these improvements for all zones in the District, as well as the estimated costs thereof, the number of annual installments and years during which they are to be collected, and the maximum amount of each annual installment, are described in the attached Capital Improvement Projects, included herein as Exhibit A and incorporated into this Resolution by this reference and in the Report.
4. Provision of Services. Nothing in the description of services or any Resolution of the CSD Board shall be construed as committing the CSD to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of assessment revenue within each zone of the Assessment District.
5. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
6. Effective Date. This Resolution shall be effective immediately upon adoption.
7. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

2  
Resolution No. CSD 2020-\_\_\_\_  
Date Adopted: March 17, 2020

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
By:  
Acting in the capacity of President of the  
Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Community Services District

Resolution No. CSD 2020-  3    
Date Adopted: March 17, 2020

Attachment: Resolution Approving Engineer's Report (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN



### Exhibit A Capital Improvement Projects

	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25					
Projects	Zone 01					Zone 02					Zone 03					Zone 03A					Zone 05				
Backflow Cage Upgrades	X										X										X				
Irrigation/Smart Controller Installations											X														
Lighting Upgrades											X														
Day St/Centerpointe Median Renovations	X																								
Median Renovations											X	X													
Parkway Renovations	X			X		X	X							X						X					X
Stamped concrete on Nason (southern most median)																								X	

	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25	FY 2020/21	FY 2021/22	FY 2022/23	FY20 23/24	FY 2024/25					
Projects	Zone 06					Zone 07					Zone 08					Zone 09									
Backflow Cage Upgrades	X					X					X														
Irrigation/Smart Controller Installations																									
Lighting Upgrades																									
Day St/Centerpointe Median Renovations																									
Median Renovations																									
Parkway Renovations				X							X					X									X
Stamped concrete on Nason (southern most median)																									

[\\NIMOV\Special\Dist5\Budget\CIP\20-21](#)

Attachment: Resolution Approving Engineer's Report (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN

**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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

Resolution No. CSD 2020-5  
Date Adopted: March 17, 2020

Attachment: Resolution Approving Engineer's Report (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN

## RESOLUTION NO. CSD 2020-\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO LEVY THE FISCAL YEAR 2020/21 ASSESSMENTS AGAINST REAL PROPERTY IN MORENO VALLEY COMMUNITY SERVICES DISTRICT LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

WHEREAS, pursuant to Government Code Section 61122(e), the Moreno Valley Community Services District (the "CSD") is authorized to levy benefit assessments for operations and maintenance pursuant to the Landscaping and Lighting Assessment Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) (the "Act"); and

WHEREAS, by its Resolution No. CSD 2014-09, adopted on May 27, 2014, the Board of Directors, pursuant to the Act, established the Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (the "Assessment District") to fund landscape maintenance services through the levy of annual assessments against real property; and

WHEREAS, by prior resolution, the Board of Directors initiated proceedings to levy the fiscal year (FY) 2020/21 assessment against real property in the Assessment District and directed the City Engineer to prepare and file, or cause to be prepared and filed, a report pursuant to Section 22565 *et seq.* of the Act with respect to said levy; and

WHEREAS, the City Engineer has designated Webb Municipal Finance, LLC as assessment engineer (the "Assessment Engineer"); and

WHEREAS, the Assessment Engineer has prepared and filed a report entitled "Annual Engineer's Report Fiscal Year 2020/21, Moreno Valley Community Services District Landscape Maintenance District No. 2014-02" (the "Report"), which is on file in the Office of the Secretary of the CSD (the Office of the City Clerk of the City of Moreno Valley), is available for public inspection, and is incorporated herein by reference; and

WHEREAS, by prior resolution, the Board of Directors approved the Report as filed; and

WHEREAS, the Board of Directors desires to declare its intention to levy the FY 2020/21 assessments as described in the Report.

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct.
2. Declaration of Intent. The Board of Directors hereby declares its intention to levy and collect the FY 2020/21 assessments in connection with the Assessment District.
3. Name of Assessment District. The Assessment District is designated "Moreno Valley Community Services District Landscape Maintenance District No. 2014-02."
4. Boundaries of the Assessment District. The Assessment District includes territory within the CSD that has been included within the Boundaries of the Assessment District.
5. Description of Improvements. The Assessment District will fund the maintenance of landscape improvements to the extent funding is available.
6. Reference to Report. Reference is made to the Report for a full and detailed description of (i) the landscape improvements to be maintained in connection with the Assessment District; (ii) the boundaries of the Assessment District and the zones therein; and (iii) the proposed assessments upon assessable lots and parcels of land within the Assessment District. The Report describes, among other things, each affected parcel of real property and the amount of the assessment for each such affected parcel for FY 2020/21.
7. Public Hearing. On May 19, 2020 at 6:00 p.m. or as soon thereafter as practical, in the City Council Chamber located at 14177 Frederick Street, Moreno Valley, California 92553, the Board of Directors shall hold a full and fair public hearing on the question of the levy of the proposed assessments for FY 2020/21 (the "Hearing"). At the Hearing, the Board of Directors will also hear and consider any objections or protests to the Report.
8. Notice. Notice of the Hearing shall be given in the manner set forth in Section 22626(a) of the Act.
9. Protest. Pursuant to Section 22628 of the Act, any interested person may, prior to the conclusion of the Hearing, file a written protest with the Secretary of the CSD (the City Clerk of the City of Moreno Valley) or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the property owner.
10. No Increase. Aside from the implementation of previously adopted annual

inflation adjustments, as described in the Report, the maximum assessment rates are not proposed to increase from the rates approved in FY 2019/20.

- 11. Severability. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and that the Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 12. Effective Date. This Resolution shall be effective immediately upon adoption.
- 13. Certification. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 17<sup>th</sup> day of March 2020.

\_\_\_\_\_  
 By: \_\_\_\_\_,  
 Acting in the capacity of President of the  
 Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
 City Clerk, acting in the capacity of  
 Secretary of the Moreno Valley  
 Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney, acting in the capacity  
 of General Counsel of the Moreno  
 Valley Community Services District

3  
 Resolution No. CSD 2020-\_\_\_\_  
 Date Adopted: March 17, 2020

Attachment: Resolution Declaring Intent (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR

**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 17<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)

4  
Resolution No. CSD 2020-\_\_\_  
Date Adopted: March 17, 2020

Attachment: Resolution Declaring Intent (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY ASSESSMENTS IN FISCAL YEAR

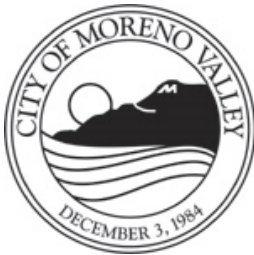


# Annual Engineer's Report

Fiscal Year 2020/21

## Moreno Valley Community Services District Landscape Maintenance District No. 2014-02

Prepared For



May 2020



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



ENGINEER’S REPORT  
FOR THE ANNUAL LEVY  
FOR FY 2020/21

MORENO VALLEY COMMUNITY SERVICES DISTRICT

COUNTY OF RIVERSIDE

STATE OF CALIFORNIA

LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

Approved by the Board of Directors of the Moreno Valley Community Services District  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary of the Board of Directors

Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

## Table of Contents

Engineer's Report \_\_\_\_\_ i

## Sections

Section 1.	Plans and Specifications _____	1
Section 2.	Method of Apportionment _____	4
Section 3.	Estimate of Costs _____	10
Section 4.	District Diagrams _____	16
Section 5.	Assessment Roll _____	29

## Tables

Table 2-1.	FY 2020/21 Estimated General Benefit Costs _____	6
Table 3-1.	FY 2020/21 Budget, Zones 01 - 03 _____	11
Table 3-2.	FY 2020/21 Budget, Zones 03A - 06 _____	12
Table 3-3.	FY 2020/21 Budget, Zones 07 - Total _____	13
Table 3-4.	FY 2020/21 Assessment Rates _____	14

## Diagrams

Diagram 4-1.	Landscape Maintenance District No. 2014-02 _____	17
Diagram 4-2.	Zone 01 (TownGate) _____	18
Diagram 4-3.	Zone 01A (Renaissance Park) _____	19
Diagram 4-4.	Zone 02 (Hidden Springs) _____	20
Diagram 4-5.	Zone 03 (Moreno Valley Ranch – West) _____	21
Diagram 4-6.	Zone 03A (Lasselle Powerline Parkway) _____	22
Diagram 4-7.	Zone 04 (Moreno Valley Ranch – East) _____	23
Diagram 4-8.	Zone 05 (Stoneridge Ranch) _____	24
Diagram 4-9.	Zone 06 (Mahogany Fields) _____	25
Diagram 4-10.	Zone 07 (Celebration) _____	26
Diagram 4-11.	Zone 08 (Shadow Mountain) _____	27
Diagram 4-12.	Zone 09 (Savannah) _____	28

## Appendix

Appendix A	Capital Improvement Projects _____	A-1
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**AGENCY:** MORENO VALLEY COMMUNITY SERVICES DISTRICT,  
RIVERSIDE COUNTY, CALIFORNIA

**PROJECT:** ANNUAL ENGINEER'S REPORT

**DISTRICT:** LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02

**TO:** THE MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

I, Matthew E. Webb, a Professional Civil Engineer (employed by Albert A. Webb Associates and retained through an agreement between Webb Municipal Finance, LLC and my employer), acting on behalf of the Moreno Valley Community Services District (the "CSD"), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 *et seq.*) (the "1972 Act"), do hereby submit the following:

Each fiscal year, an Engineer's Report ("Report") is prepared and presented to the CSD Board of Directors (the "Board") describing the CSD's Landscape Maintenance District No. 2014-02 (the "District"), any changes to the District or improvements, an estimate of the costs of the maintenance, operations, and servicing of the improvements, and the proposed budget and assessments for that fiscal year.

This is the detailed Report for Fiscal Year (FY) 2020/21 regarding the District and the proposed assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain landscaping improvements associated with and resulting from development of properties within the District, in accordance with the proportional special benefits the properties receive from the improvements. The CSD requested Webb Municipal Finance, LLC to prepare and file the Report for the referenced fiscal year.

A public hearing is held each year before the Board to allow the public an opportunity to hear and be heard regarding the District. After reviewing the Report and considering all public comments and written protests presented at the hearing, the Board may approve the report as submitted or with amendments and can adopt a resolution confirming the assessment. The adoption of such a resolution constitutes the levy of the assessment and authorizes the CSD to submit levy information to the Riverside County Auditor/Controller for collection on the tax roll.

In November 1996, the voters of California adopted Proposition 218 (the "Right to Vote on Taxes Act"), which has been codified as Articles XIII C and XIII D of the California Constitution. If, in any year, the proposed annual assessments for the District exceed the maximum assessments previously approved in a Proposition 218 proceeding (or grandfathered under Proposition 218), such an assessment would be considered a new or increased assessment and be subject to a mailed property owner protest ballot proceeding.

This Report and the information contained herein reflect the proposed budget for each of the various services provided by the District and the rates and assessments applicable to those services as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the Board of Directors of the Moreno Valley Community Services District. Please note that Albert A. Webb Associates provides engineering advice and related consulting services. Albert A. Webb Associates is not a registered municipal advisor and does not participate in municipal advisory activities, and nothing in this Engineer's Report is, or should be interpreted to be, municipal advisory services or advice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ALBERT A. WEBB ASSOCIATES



\_\_\_\_\_  
MATTHEW E. WEBB  
PROFESSIONAL CIVIL ENGINEER NO. 37385  
ENGINEER OF WORK  
ON BEHALF OF THE CITY OF MORENO VALLEY AND  
THE MORENO VALLEY COMMUNITY SERVICES DISTRICT  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessments and all matters in the Engineer's Report were made on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by adoption of Resolution No. \_\_\_\_\_ by the Board of Directors.

\_\_\_\_\_  
CITY CLERK  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

A copy of the Preliminary Assessment Roll and Engineer's Annual Levy Report were filed in the office of the City Clerk on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
CITY CLERK  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

## INTRODUCTION

The Moreno Valley Community Services District (CSD) was established pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (the "CSD Law") in 1984 at the time of the incorporation of the City of Moreno Valley (the "City"). The CSD is a dependent special district of the City, and the Moreno Valley City Council serves as the Board of Directors of the CSD. The boundaries of the CSD are the same as those of the City.

Prior to the City's incorporation, the territory that would become the City of Moreno Valley was unincorporated territory in Riverside County. The County had created County Service Areas (CSA's) to fund and provide certain enhanced services in this territory. The CSD was created so that responsibility for these funding mechanisms (and services) within the territory of the City could be transitioned from CSA's governed by the Riverside County Board of Supervisors to a CSD governed by the Moreno Valley City Council.

The CSD was historically comprised of a number of Zones, each of which provides a specific set of services within a defined portion of the City. Upon establishment of the CSD, Zone E of the CSD provided landscape maintenance services in certain geographical and development areas of the City. Zone E was comprised of a number of subzones (i.e. Zone E-1, Zone E-3A, etc.), each of which funded specific landscape improvements associated with the subdivision (or parts of subdivisions) that comprised the zones.

With the passage of Proposition 218, a number of substantive and procedural requirements were placed on taxes, assessments, and property-related fees imposed by local governments in California. Although referred by the CSD as "charges", the charges imposed by Zone E of the CSD were categorized under Proposition 218 as real property assessments.

Subsequent to the adoption of Proposition 218, the CSD conducted mail ballot protest proceedings pursuant to Article XIII D, Section 4(e) of the Constitution with respect to the CSD charges. These proceedings included base rates and an automatic annual inflation adjustment. Proceedings were successfully completed, without majority protest, for each of the Zones with the exception of former CSD Zone E-4 (now designated as benefit Zone 04). The assessments identified in this Report reflect the charges and the automatic annual inflation adjustments approved in connection with those mail ballot protest proceedings.

The assessment established for Zone 04 exclusively funds street landscaping and predates Proposition 218. Therefore, pursuant to Article XIII D, Section 5 of the Constitution the existing Zone 04 assessment is not required to be approved at a mail ballot proceeding so long as the rate of the assessment/charge is not increased.<sup>1</sup>

In May 2014, the CSD formed the District pursuant to the 1972 Act. The District was intended to replace and assume the functions of CSD Zones E-1, E-1A, E-2, E-3, E-3A, E-4, E-4A, E-12, E-14, E-15, and E-16. Parcels that had been charged an annual CSD Zone E charge for landscape maintenance services are now instead assessed an annual assessment for those services as part of Landscape Maintenance District No. 2014-02. This transition did not increase the amount paid annually by any property owner and did not change the nature or extent of the landscape maintenance services provided. The assessments levied in connection with this assessment district in every way serve as a continuation of the charges levied in connection with CSD Zone E.

Landscape Maintenance District No. 2014-02 was initially comprised of ten (10) benefit zones, corresponding to eleven subzones of Zone E of the CSD, but with CSD Zones E-4 and E-4A merged into a single benefit Zone 04. On

<sup>1</sup> CSD Zone E-4 was annexed to the CSD in FY 1988/89 prior to Proposition 218 and the charge per single family residential property was originally established at \$182.00, with non-residential properties being charged four times that amount per acre. Subsequently, that \$182.00 rate was reduced over the next several years to \$110.00. The \$110.00 rate was in effect at the time Proposition 218 was enacted. Pursuant to the exemption provisions of Proposition 218, the \$110.00 rate was grandfathered as the Zone charge in FY 1997/98. In June 2016, the CSD proposed a rate increase for the Zone. The increase was protested by property owners and did not become effective.

May 12, 2015 a new benefit Zone 09 was annexed to Landscape Maintenance District No. 2014-02, bringing the total number of benefit zones to eleven (11).

The improvements, the method of apportionment, and special benefit assessments described in this Report are based on the improvements and development of properties within the District and represent an estimate of the direct expenditures and incidental expenses that will be necessary to maintain, service, and operate such improvements for FY 2020/21. The improvements to be maintained in connection with the development of properties within the District and described herein are based on the development plans and specifications for the properties and developments within the District and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Parcel Identification Number ("PIN") (formerly known as an "Assessor's Parcel Number" (APN)), by the Riverside County Assessor's Office. The Riverside County Auditor/Controller uses PINs and a dedicated fund number established for the District to identify properties to be assessed on the tax roll and the allocation of the funds collected.

This Report consists of five (5) Sections:

- SECTION 1 PLANS AND SPECIFICATIONS:** Provides a description of the District boundaries and the improvements associated with the District. The District has eleven benefit zones (“Zones”), which are described in more detail in this Section as well as in Section II (Method of Apportionment). A diagram showing the exterior boundaries of the CSD, of the District, and the Zones established within the District, is attached and incorporated herein in Section IV (District Diagrams). Available plans for the landscape improvements, including the City’s standard specifications, are on file with the Public Works Department. The location of the improvements for each Zone can be found by using the Moreno Valley Map Viewer located on the City’s website.
- SECTION 2 METHOD OF APPORTIONMENT:** Provides a discussion of the general and special benefits associated with the overall local landscaping improvements provided within the District (Proposition 218 Benefit Analysis). This Section also includes a determination of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This Section also outlines the method of calculating each property’s proportional special benefit and annual assessment using a weighted benefit apportionment.
- SECTION 3 ESTIMATE OF IMPROVEMENT COSTS:** Provides an estimate of the annual funding required for the maintenance, servicing, and operation of landscape improvements within the District and specifically the costs associated with the improvements determined to be of special benefit to parcels within the District. The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing landscape improvements within the District for FY 2020/21 including, but not limited to, servicing of those improvements and related facilities, utility costs, and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum and proposed assessment rates for each Zone of the District and the associated assessment range formula (inflationary adjustment) as applicable.
- SECTION 4 DISTRICT DIAGRAMS:** Diagrams showing the boundaries of the Zones, which collectively represent the boundaries of the District, are provided in this Report and these diagrams identify all parcels that receive special benefits from the improvements. Reference is hereby made to the Riverside County Assessor’s maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.
- SECTION 5 ASSESSMENT ROLL:** A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel’s calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rates established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the County Tax Rolls for FY 2020/21.



## 1. Plans and Specifications

### DESCRIPTION OF THE DISTRICT

The territory within this District consists of all lots and parcels of land that receive special benefits from the landscape improvements maintained and funded by the District assessments. The boundaries of the District consist of benefit Zones, each of which is associated with a set of landscape improvements. Each parcel within the District is assigned to each Zone that funds landscape maintenance services that specially benefit the parcel. Two Zones (Zone 01A and 03A) are comprised solely of a subset of the parcels in a larger Zone (Zones 01 and 03, respectively). Thus, all parcels in Zone 01A are also a part of Zone 01 and all parcels in Zone 03A are also a part of Zone 03. These overlapping zones exist because, for example, the landscaping improvements associated with Zone 01 provides special benefit to each parcel in Zone 01 (including Zone 01A parcels) but the landscaping improvements associated with Zone 01A provides special benefit to only the Zone 01A parcels.

These eleven (11) Zones within the District and the benefits associated with the properties therein are described in more detail in Section 2 (Method of Apportionment) of this Report. In addition, the District Diagrams found in Section 4 of this Report provide visual representations of the District showing the boundaries of the Zones and the improvement areas being maintained.

### DISTRICT FACILITIES AND IMPROVEMENTS

The landscape improvements maintained for each Zone are local landscaping improvements that were installed in connection with the development of the parcels comprising each respective Zone. These landscape improvements are an integral part of the subdivisions and development for which they were installed, creating a green amenity and aesthetically pleasing enhancement to the parcels served by the landscaping. In most cases, the landscaping improvements were a condition of development of the parcels in the Zone, and the properties within the Zone could not have been developed if the landscaping were not included. Improvements for each Zone are either located within the subdivision or along the entry path to the residential subdivisions or non-residential developments.

Collectively within the eleven (11) Zones, there is approximately 2,953,582 square feet of parkway and median landscaped area, 3,854,860 square feet of open space, and 9,582 trees to be maintained and funded in part by the District assessments. The District Diagrams found in Section 4 of this Report provide visual representations of the District, showing the boundaries of the Zones and the general location of the improvement areas being maintained. Detailed plans identifying the location and extent of the District's landscape improvements and maps of those Zones and improvement areas are on file in the Public Works Department, and by reference these plans and maps are made part of this Report.

The maintenance, operation, and servicing of the District's landscape improvements include the furnishing of labor, materials, equipment, and utilities for the ordinary and usual maintenance, operation, and servicing of the landscape areas within the public right-of-ways, easements dedicated to the City, or on city-owned property.

The various landscape improvements associated with each Zone include combinations of landscape amenities such as ground cover, plants, shrubs, trees, and associated appurtenant facilities including, but not limited to, irrigation and drainage systems, stamped concrete, electrical and lighting, and entry monuments that may be maintained in whole or in part as part of the landscape improvements depending on available funding.

The following is a brief description and summary of the landscaped areas associated with each Zone included in the District. A visual depiction of the location and extent of the landscape improvement areas and Zone boundaries are provided on the District Diagrams provided in Section 4 of this Report.

## 1. Plans and Specifications

### ZONES

#### Local Landscaping Zone 01 (TownGate)

The properties within Zone 01 receive special benefits from landscaped parkways and medians within the TownGate area, which is bordered by Day Street on the west, Cottonwood Avenue, Dracaea Avenue, and Eucalyptus Avenue on the south, Elsworth Street and Frederick Street on the east, and State Route 60 on the north. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 323,609 square feet of landscaped area and 1,045 trees.

#### Local Landscaping Zone 01A (Renaissance Park)

The properties within Zone 01A receive special benefits from landscaped parkways and medians within the TownGate area along with other parcels in Zone 01, but in addition, receive special benefits from parkway landscaping and entry medians on the internal neighborhood streets (Dracaea Avenue and Arbor Park Lane) that connect the various residential developments in this area. The Renaissance Park area is bordered by Day Street on the west, Cottonwood Avenue on the south, Elsworth Street on the east, and Eucalyptus Avenue on the north. The Zone improvements are currently maintained at Level 3 service (12-week rotation) due to funding. The overall improvements include approximately 72,335 square feet of landscaped area and 201 trees.

#### Local Landscaping Zone 02 (Hidden Springs)

The properties within Zone 02 receive special benefits from parkway landscaping along Hidden Springs Drive, an entry median on Hidden Springs Drive at Pigeon Pass Road, and the west side of Pigeon Pass Road bordering the Hidden Springs community, as well as maintenance of open space areas throughout the community. The Zone parkway improvements are currently maintained at Level 1 service (4-week rotation). The open space improvements are maintained on a monthly rotation. The overall improvements include approximately 193,743 square feet of landscaped area, 3,674,297 square feet of open space area, and 3,179 trees.

#### Local Landscaping Zone 03 (Moreno Valley Ranch - West)

The properties within Zone 03 receive special benefits from parkway and median landscaping generally surrounding the Moreno Valley Ranch area, bordered by Kitching Street on the west, Gentian Avenue and Casa Encantador Road on the north, and generally the City boundary to the east and south. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 866,943 square feet of landscaped area and 2,382 trees.

#### Local Landscaping Zone 03A (Lasselle Powerline Parkway)

The properties within Zone 03A receive special benefits from landscaped parkways and medians within the Moreno Valley Ranch - West area along with other parcels in Zone 03, but in addition, receive special benefits from parkway landscaping on the internal neighborhood streets along portions of Withers Way, Via Xavier, Cremello Way, Cavalcade Drive, and Kentucky Derby Drive. The Zone improvements are currently maintained at Level 1 service (4-week rotation) due to funding. The overall improvements include approximately 53,774 square feet of landscaped area and 89 trees.

#### Local Landscaping Zone 04 (Moreno Valley Ranch - East)

The properties within Zone 04 receive special benefits from parkway and median landscaping generally surrounding the developments bordered by Hammett Court, Oliver Street, and Moreno Beach Drive to the west,

## 1. Plans and Specifications

Iris Avenue, John F. Kennedy Drive, and Cactus Avenue to the north, and generally the City boundary to the southeast. The improvements include approximately 980,404 square feet of landscaped area and 1,710 trees.

Because assessments in the Zone have been capped at the FY 1996/97 rate, the CSD has not been able to provide the level of service in this Zone that is provided in other Zones. The Zone improvements are currently maintained at Level 5 service (20-week rotation) due to funding.

### Local Landscaping Zone 05 (Stoneridge Ranch)

The properties within Zone 05 receive special benefits from parkway and median landscaping generally surrounding the Stoneridge Ranch residential neighborhood, bordered by Nason Street on the west, Dracaea Avenue on the south, Eucalyptus Avenue on the east and Fir Avenue on the north. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 98,392 square feet of landscaped area and 202 trees.

### Local Landscaping Zone 06 (Mahogany Fields)

The properties within Zone 06 receive special benefits from parkway and median landscaping generally located within the Mahogany Fields community, bordered on the south by Alessandro Boulevard, by Cottonwood Avenue on the north, and Darwin Drive on the west. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 178,564 square feet of landscaped area and 345 trees.

### Local Landscaping Zone 07 (Celebration)

The properties within Zone 07 receive special benefits from parkway and median landscaping generally located within the Celebration community along Nason Street, Cactus Avenue, and Oliver Street. The Zone improvements are currently maintained at Level 1 service (4-week rotation). For FY 2020/21, the CSD anticipates incurring expenses to maintain buffer landscaping located on the slopes of a flood control at the southeast corner of Zone 07. These improvements were included in the budget for Zone 07 at the time it last went to property owner assessment balloting. The CSD anticipates accepting the improvements for ongoing maintenance in FY 2020/21. The overall improvements include approximately 44,591 square feet of landscaped area, 180,563 square feet of open space area (flood control channel slopes), and 119 trees.

### Local Landscaping Zone 08 (Shadow Mountain)

The properties within Zone 08 receive special benefits from parkway and median landscaping generally surrounding the Shadow Mountain residential neighborhood, bordered by Pigeon Pass Road on the west, Sunnymead Ranch Parkway on the south, Presidio Hills on the east, and Lawless Road on the north. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 76,771 square feet of landscaped area and 172 trees.

### Local Landscaping Zone 09 (Savannah)

The properties within Zone 09 receive special benefits from parkway landscaping generally surrounding the Savannah residential neighborhood, bordered by Morrison Street on the west, Eucalyptus Avenue on the south, Fir Avenue on the north, and the tract boundary to the east. The landscape improvements associated with Zone 09 were accepted for ongoing maintenance by the CSD in late FY 2017/18. The Zone improvements are currently maintained at Level 1 service (4-week rotation). The overall improvements include approximately 64,456 square feet of landscaped area and 138 trees.

## 2. Method of Apportionment

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation, and servicing of street landscaping improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit.

Section 22573 defines the net amount to be assessed as follows:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Section 22574 provides for zones as follows:

*"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."*

The formulas used for calculating assessments and the designation of zones herein reflect the composition of parcels within the District and the improvements and activities to be provided and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Proposition 218 and Article XIII D of the California Constitution.

### PROPOSITION 218 BENEFIT ANALYSIS

The costs of the proposed improvements for FY 2020/21 have been identified and allocated to properties within the District based on special benefit. The improvements provided by this District and for which properties are assessed are local public landscape improvements and related amenities that were installed in connection with the development of the properties or would otherwise be required for the development of properties within each respective Zone of the District. The assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development of those parcels within the District.

Article XIII D Section 2(d) defines District as follows:

*"District" means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.*

Article XIII D Section 2(i) defines Special Benefit as follows:

*"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."*

Article XIII D Section 4(a) defines proportional special benefit assessments as follows:

*An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.*

## 2. Method of Apportionment

### BENEFIT ANALYSIS

#### Special Benefit

The ongoing maintenance of local public landscaped areas within the District provides aesthetic benefits to the properties within each respective Zone and provides a more pleasant environment to walk, drive, live, and work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding developments for which the improvements were constructed and installed. These improvements are an integral part of the physical environment of parcels in associated Zones, and if the improvements were not properly maintained, it is these parcels that would be aesthetically burdened. In addition, the street landscaping in these Zones serve as both a physical buffer as well as a sound reduction or buffer between the roadways and the properties in the District and the open spaces, where applicable, provide a physical buffer and openness between properties. Furthermore, open spaces serve as an extension of the recreational features of parcels, such as their front or rear yards, and entry landscaping serves as a pleasant aesthetic amenity that improves the approach to the parcels. As a result, the maintenance of these landscaped improvements is a particular and distinct benefit to the properties and developments within each Zone.

#### General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements are local improvements that were installed in connection with the development of properties in each respective Zone or are improvements that would otherwise be shared by and required for the future development of properties in those Zones. It is also evident that the aesthetic maintenance of these improvements and the enhanced level of maintenance provided only has a direct and particular impact on those properties (special benefit) and such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no identifiable benefit to the public at large or properties outside each respective Zone.

In the absence of a special funding zone, the City would typically provide only weed abatement and erosion control services for landscaped areas. These services would typically be provided twice annually. This level of service provides for public safety and avoids negative impacts on adjacent roadways and vehicles traveling on those roadways but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the District. The cost to provide the baseline level of service is approximately \$0.0230838 per square foot per servicing for streetscape areas and \$0.0115419 per square foot per servicing for open space areas that require maintenance. Utilizing these per square foot costs, the square footages of the improvement areas, and the frequency of servicing in each Zone, the following table summarizes the current estimated general benefit costs calculated for each District Zone:

## 2. Method of Apportionment

Table 2-1  
FY 2020/21 Estimated General Benefit Costs

Zone	General Benefit Costs <sup>a</sup>
Zone 01	\$14,941.00
Zone 01A	\$3,340.00
Zone 02	\$30,149.00
Zone 03	\$40,025.00
Zone 03A	\$2,483.00
Zone 04	\$45,263.00
Zone 05	\$4,543.00
Zone 06	\$8,244.00
Zone 07	\$3,101.00
Zone 08	\$3,545.00
Zone 09	\$2,976.00
<b>Total Estimated General Benefit Costs</b>	<b>\$158,610.00</b>

<sup>a</sup> The General Benefit Costs presented in the table above are reflected in the budgets for each Zone. As with most landscape maintenance costs, these General Benefit Costs are subject to an annual inflationary increase and as such the General Benefit Cost contributions are adjusted annually for inflation.

### General Fund Maintained Areas

The following improvements are excluded from assessment funding and instead funded from other sources. Areas which require a General Fund Maintained Area contribution are re-evaluated annually to reflect estimated costs. These particular improvement areas are identified on the District Diagrams provided in Section 4 of this Report as "General Fund Maintained" improvements and include the improvements in the following Zones:

#### Zone 04

The 31,000 square feet of planter area and eight trees in the drainage area south of Iris Avenue and west of Turnberry Street previously included in CSD Zone E-4A (Daybreak) is maintained and funded by other general fund revenues and not included in the assessments for Zone 04. (See "General Fund Maintained Drainage Area" in Diagram 4-6 on page 23.) These improvements constitute all the landscaped areas previously in CSD Zone E-4A.

#### Zone 07

The 2,230 square feet of parkway planter area on the east side of Nason Street north of Damascus Road that was previously included in CSD Zone E-15 (Celebration), is maintained and funded by other general fund revenues and not included in the assessments for Zone 07. (See "General Fund Maintained Parkway" in Diagram 4-9 on page 26.)



## 2. Method of Apportionment

### ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the land use of the parcels.

#### Equivalent Benefit Unit Application

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of Equivalent Benefit Units (EBUs) based on its land use as of March 1, preceding the fiscal year addressed herein. One EBU is defined as the special benefit allocable to a single-family home (basic EBU). In each case, a parcel is only allocated EBUs if the landscaping serving the Zone has been accepted by the City or will be accepted by the City during the upcoming fiscal year.

Not all parcels are assessed one EBU. EBU are assigned based on the benefit each parcel receives, using the Assessment Methodology outlined below (e.g., Condos may be assigned an EBU less than one).

**Single-Family Residential:** This land use is defined as a fully subdivided single-family residential home site with or without a structure. As previously noted, the single-family residential parcel has been selected as the basic EBU for calculation of assessments and each single-family residential home site is assigned 1.0 Equivalent Benefit Unit (1.0 EBU per lot or parcel).

**Condominium Residential:** This land use is defined as a fully subdivided condominium residential unit assigned its own PIN by the County. EBUs are assigned to these parcels by multiplying the overall acreage of the condominium development by 4 (the typical number of single-family homes in an acre of typical development), and then dividing the result by the number of condominium units/parcels in the development.

**Multi-Family Residential and Mobile Home Park:** This land use classification identifies properties that are used for residential purposes and contain more than one residential unit. The proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre.

**Developed Non-Residential:** This classification includes developed properties including parking lots that are identified or zoned for commercial, industrial, or other non-residential use including offices, hotels, recreational facilities (excluding parks), and institutional facilities including, hospitals, churches or facilities utilized by other non-profit organizations, whether those facilities are publicly owned (non-taxable) or privately owned. Like Multi-Family Residential and Mobile Home Park properties, the proportional special benefit and EBU for these parcels is based on acreage, at 4.0 EBUs per acre.

**Planned Residential Development:** This land use is defined as a property that is currently considered vacant or undeveloped land, but for which the number of residential lots to be developed on the property is known or has been approved. These properties benefit from the existing zone improvements but may as part of their development install additional landscape improvements to be maintained either solely by the development or as part of the District improvements depending on the location and extent of those improvements. The proportional special benefit and EBU for these parcels is based on the planned residential units for the parcel, at 0.50 EBU per planned unit (50% of the basic EBU unit for a single-family residential parcel).

**Undeveloped/Vacant Property:** This land use is defined as parcel that is currently considered vacant or undeveloped land that can be developed, but for which the use and/or development of the property has not been fully determined. These parcels are assigned a proportional EBU that is based on 50% of the proportional benefit



## 2. Method of Apportionment

established for a developed property in the District. The proportional special benefit and EBU for these parcels is based on acreage, at 2.0 EBUs per acre.

**Special Case Property:** In some Zones there may be one or more properties that the standard land use classifications identified above do not accurately identify the use and special benefit received from the improvements and/or it has been determined that the property receives special benefit but has not been previously assessed for various reasons. Properties that are typically classified as Special Case properties usually involve some type of development or land restrictions whether those restrictions are temporary or permanent and affect the property's proportional special benefit. Examples of such restrictions may include situations where only a small percentage of the parcel's total acreage can actually be developed. In such a case, the net usable acreage of the parcel rather than the gross acreage of the parcel may be applied to calculate the parcel's proportional special benefit. In addition, in certain Zones there are a few parcels that have been identified as properties that receive special benefit from the Zone improvements, but likely because of their ownership or tax status (government or non-profit owned properties) these parcels were not previously levied the annual assessment. The proportional special benefit and proposed assessment for each of these parcels is calculated along with all other properties in the Zone, but rather than ballot these properties for a new or increased assessment at this time, the agency will make an off-setting contribution to the Zone that is equal to the assessment amount these non-assessed parcels would otherwise have been assessed.

**Exempt:** This classification means any lot or parcel that is considered to not specially benefit directly from improvements. This classification includes, but is not limited to, areas of public streets, private streets, and other roadways; and public easements or right-of-ways including landscaped parkways or easements; and utility right-of-ways or easements such as irrigation or drainage ditches, channels or basins, and flood plains. These types of parcels (similar to the improvements) are typically the result of property development rather than the direct cause of development and have little or no need for the improvements. These types of properties may or may not be assigned a PIN by the County.

Also, exempt from assessment are parcels that are identified as common areas (properties for which the surrounding residential parcels have a shared interest); bifurcated lots; small parcels vacated by the County or similar sliver parcels that cannot be developed independent of an adjacent parcel. These types of parcels are generally not separately assessed because they are functionally a part of another parcel that is assessed for its own benefit and the benefit of the associated parcel. Based on the improvements maintained in this District it has been determined that public schools, public parks, golf courses, and open space areas provide landscape amenities that are available to the public or are similar in nature to the improvements of a Zone and any benefit these properties may derive from the Zone improvements are more than offset by the public benefit they provide to properties in the Zone.

## 2. Method of Apportionment

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### CALCULATION OF ASSESSMENTS

An assessment amount per EBU is calculated by:

Taking the "Total Annual Expenses" (total budgeted costs) and subtracting the proportional "General Benefit Costs" which establishes the "Total Special Benefit Costs".

*Total Amount Budgeted - General Benefit Costs<sup>2</sup> = Total Special Benefit Costs*

To the resulting "Total Special Benefit Costs", various "Other Available Funding" adjustments are applied. For further information please reference line items in the budget on the following page under "Other Available Funding."

These adjustments to the Total Special Benefit Costs result in the "Net Special Benefit Assessment".

*Total Special Benefit Costs +/- Other Available Funding = Net Special Benefit Assessment*

The amount identified as the "Net Special Benefit Assessment" is divided by the Total EBUs of parcels to be Assessed to establish the "Assessment Rate" or "Assessment per EBU" for the fiscal year. The Assessment Rate is then applied to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment obligation for the improvements.

*Net Special Benefit Assessment / Total EBUs (to be Assessed) = Assessment per EBU*

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<sup>2</sup> Plus, where applicable, General Fund Maintained Area Costs.

### 3. Estimate of Costs

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#### **DISTRICT BUDGET**

The budgets outline the estimated costs to maintain the improvements and the anticipated expenditures for each Zone for FY 2020/21.

#### **ASSESSED PARCELS**

The phrase "Assessed Parcels" as used in this report refers to parcels that will be charged an assessment on the property tax roll. Certain public agency parcels that benefit from the landscape maintenance improvements are exempt from property taxes and cannot be billed through the County. Historically, these government parcels were not charged for landscaping. These "non-assessed" parcels are included in the "Total Parcels" count and have been assigned EBU's on the same basis as privately owned parcels. In order to ensure that assessed parcels do not subsidize the benefits to non-assessed parcels, the City contributes general funds in the amount of the assessment that would otherwise have been assessed against the non-assessed parcels. All other parcels in the District that benefit from the landscape improvements (including developable vacant parcels) are assigned EBU's and assessed via the tax roll.

### 3. Estimate of Costs

Table 3-1  
FY 2020/21 Budget

	Zone 01	Zone 01A	Zone 02	Zone 03
<b>Annual Operating Expenses</b>				
Operations & Maintenance	\$234,872.00	\$48,853.00	\$450,485.00	\$503,353.00
Utilities	\$91,565.00	\$31,230.00	\$138,720.00	\$127,770.00
<b>Total O&amp;M Expenses</b>	<b>\$326,437.00</b>	<b>\$80,083.00</b>	<b>\$589,205.00</b>	<b>\$631,123.00</b>
<b>Capital Improvement Project (CIP) and Rehabilitation <sup>a</sup></b>				
Planned CIP & Rehabilitation Expenditures	\$118,000.00	\$0.00	\$0.00	\$290,000.00
CIP & Rehabilitation Fund Collections	\$15,692.24	\$0.00	\$0.00	\$63,953.58
<b>Incidental/Administrative Expenses</b>				
District Administration	\$19,699.00	\$4,694.00	\$40,759.00	\$47,031.00
County Fees	\$600.00	\$410.00	\$580.00	\$2,260.00
Miscellaneous Administrative Expenses	\$872.00	\$206.00	\$1,804.00	\$2,080.00
<b>Total Incidental/Administrative Expenses</b>	<b>\$21,171.00</b>	<b>\$5,310.00</b>	<b>\$43,143.00</b>	<b>\$51,371.00</b>
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Annual Expenses</b>	<b>\$363,300.24</b>	<b>\$85,393.00</b>	<b>\$632,348.00</b>	<b>\$746,447.58</b>
General Benefit Costs	(\$14,941.00)	(\$3,340.00)	(\$30,149.00)	(\$40,025.00)
General Fund Maintained Area Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Special Benefit Costs</b>	<b>\$348,359.24</b>	<b>\$82,053.00</b>	<b>\$602,199.00</b>	<b>\$706,422.58</b>
<b>Other Available Funding</b>				
Use of Reserves <sup>b</sup>	(\$17.70)	(\$28,393.18)	(\$19,389.48)	\$0.00
Interest Income & Unrealized Gains/Losses	(\$2,400.00)	(\$600.00)	(\$4,600.00)	(\$5,200.00)
Reimbursement Agreements <sup>c</sup>	(\$6,000.00)	\$0.00	\$0.00	\$0.00
<b>Total Contributions/Adjustments</b>	<b>(\$8,417.70)</b>	<b>(\$28,993.18)</b>	<b>(\$23,989.48)</b>	<b>(\$5,200.00)</b>
<b>Net Special Benefit Assessment to Levy</b>	<b>\$339,941.54</b>	<b>\$53,059.82</b>	<b>\$578,209.52</b>	<b>\$701,222.58</b>
<b>District Statistics</b>				
Total Parcels <sup>d</sup>	1,186	557	1,151	4,513
Total Assessed Parcels <sup>e</sup>	1,185	557	1,151	4,509
Total EBUs	2,184.72575	557.00000	1,178.00000	4,506.59291
<b>Proposed Assessment per EBU <sup>f</sup></b>	<b>\$155.60</b>	<b>\$490.84</b>	<b>\$155.60</b>	<b>\$82.74</b>
<b>Maximum Assessment per EBU</b>	<b>\$155.60</b>	<b>\$490.84</b>	<b>\$155.60</b>	<b>\$82.74</b>
EBU of Non-Assessed Parcels	5.00000	0.00000	0.00000	120.48200
Contribution for Non-Assessed Parcels <sup>g</sup>	(\$778.00)	n/a	n/a	(\$18,746.96)
<b>Net Balance to Levy</b>	<b>\$339,163.54</b>	<b>\$53,059.82</b>	<b>\$578,209.52</b>	<b>\$682,475.62</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Estimated Beginning Fund Balance as of July 1, 2020</b>	<b>\$577,226.64</b>	<b>\$104,463.77</b>	<b>\$884,647.08</b>	<b>\$1,124,039.35</b>
Levy and Other Funding Sources	\$348,341.54	\$53,659.82	\$582,809.52	\$706,422.58
Expenditures less General Benefit Costs	(\$348,359.24)	(\$82,053.00)	(\$602,199.00)	(\$706,422.58)
2020/21 Planned CIP & Rehabilitation Expenditures	(\$118,000.00)	\$0.00	\$0.00	(\$290,000.00)
<b>Estimated Ending Fund Balance as of June 30, 2021</b>	<b>\$459,208.94</b>	<b>\$76,070.59</b>	<b>\$865,257.60</b>	<b>\$834,039.35</b>
Operating Reserve Requirement	\$201,612.64	\$49,527.94	\$366,761.84	\$395,846.52
Repair and Replacement Reserve Requirement	\$173,804.00	\$42,696.50	\$316,174.00	\$341,247.00
<b>Total Reserve Requirement</b>	<b>\$375,416.64</b>	<b>\$92,224.44</b>	<b>\$682,935.84</b>	<b>\$737,093.52</b>
<b>Overage/(Shortage)</b>	<b>\$83,792.30</b>	<b>(\$16,153.85)</b>	<b>\$182,321.76</b>	<b>\$96,945.83</b>

<sup>a</sup> See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

<sup>b</sup> Use of Reserves to fund services beyond levy amount.

<sup>c</sup> Zone 01 receives revenue from the City of Riverside as a result of a shared median.

<sup>d</sup> "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

<sup>e</sup> "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

<sup>f</sup> The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

<sup>g</sup> Agency contribution for parcels that benefit but have not historically been assessed (typically government owned properties).

### 3. Estimate of Costs

Table 3-2  
FY 2020/21 Budget

	Zone 03A	Zone 04	Zone 05	Zone 06
<b>Annual Operating Expenses</b>				
Operations & Maintenance	\$28,819.00	\$274,836.00	\$69,419.00	\$106,937.00
Utilities	\$7,360.00	\$50,880.00	\$33,930.00	\$41,670.00
<b>Total O&amp;M Expenses</b>	<b>\$36,179.00</b>	<b>\$325,716.00</b>	<b>\$103,349.00</b>	<b>\$148,607.00</b>
<b>Capital Improvement Project (CIP) and Rehabilitation <sup>a</sup></b>				
Planned CIP & Rehabilitation Expenditures	\$0.00	\$0.00	\$6,000.00	\$18,000.00
CIP & Rehabilitation Fund Collections	\$1,092.77	\$0.00	\$0.00	\$0.00
<b>Incidental/Administrative Expenses</b>				
District Administration	\$3,723.00	\$42,309.00	\$4,584.00	\$7,551.00
County Fees	\$360.00	\$1,040.00	\$170.00	\$220.00
Miscellaneous Administrative Expenses	\$169.00	\$2,795.00	\$205.00	\$326.00
<b>Total Incidental/Administrative Expenses</b>	<b>\$4,252.00</b>	<b>\$46,144.00</b>	<b>\$4,959.00</b>	<b>\$8,097.00</b>
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Annual Expenses</b>	<b>\$41,523.77</b>	<b>\$371,860.00</b>	<b>\$108,308.00</b>	<b>\$156,704.00</b>
General Benefit Costs	(\$2,483.00)	(\$45,263.00)	(\$4,543.00)	(\$8,244.00)
General Fund Maintained Area Costs	\$0.00	(\$14,543.64)	\$0.00	\$0.00
<b>Total Special Benefit Costs</b>	<b>\$65,594.39</b>	<b>\$312,053.36</b>	<b>\$103,765.00</b>	<b>\$148,460.00</b>
<b>Other Available Funding</b>				
Use of Reserves <sup>b</sup>	(\$1.19)	(\$57,328.16)	(\$93,215.00)	(\$87,664.64)
Interest Income & Unrealized Gains/Losses	(\$400.00)	(\$1,800.00)	(\$2,200.00)	(\$1,800.00)
Reimbursement Agreements <sup>c</sup>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Contributions/Adjustments</b>	<b>(\$401.19)</b>	<b>(\$59,128.16)</b>	<b>(\$95,415.00)</b>	<b>(\$89,464.64)</b>
<b>Net Special Benefit Assessment to Levy</b>	<b>\$38,639.58</b>	<b>\$252,925.20</b>	<b>\$8,350.00</b>	<b>\$58,995.36</b>
<b>District Statistics</b>				
Total Parcels <sup>d</sup>	467	2,087	334	424
Total Assessed Parcels <sup>e</sup>	467	2,074	334	424
Total EBUs	467.00000	2,299.32000	334.00000	424.00000
<b>Proposed Assessment per EBU <sup>f</sup></b>	<b>\$81.36</b>	<b>\$258.66</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Maximum Assessment per EBU</b>	<b>\$361.22</b>	<b>\$740.83</b>	<b>\$0.00</b>	<b>\$0.00</b>
EBU of Non-Assessed Parcels	0.00000	78.72000	0.00000	0.00000
Contribution for Non-Assessed Parcels <sup>g</sup>	n/a	(\$8,659.20)	n/a	n/a
<b>Net Balance to Levy</b>	<b>\$38,639.58</b>	<b>\$244,266.00</b>	<b>\$8,350.00</b>	<b>\$58,995.36</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Estimated Beginning Fund Balance as of July 1, 2020</b>	<b>\$90,364.59</b>	<b>\$552,800.34</b>	<b>\$277,914.46</b>	<b>\$302,434.85</b>
Levy and Other Funding Sources	\$39,039.58	\$254,725.20	\$10,550.00	\$60,795.36
Expenditures less General Benefit Costs	(\$39,040.77)	(\$312,053.36)	(\$103,765.00)	(\$148,460.00)
2020/21 Planned CIP & Rehabilitation Expenditures	\$0.00	\$0.00	(\$6,000.00)	(\$18,000.00)
<b>Estimated Ending Fund Balance as of June 30, 2021</b>	<b>\$90,363.40</b>	<b>\$495,472.18</b>	<b>\$178,699.46</b>	<b>\$196,770.21</b>
Operating Reserve Requirement	\$23,449.98	\$215,678.80	\$62,818.64	\$90,888.32
Repair and Replacement Reserve Requirement	\$20,215.50	\$185,930.00	\$54,154.00	\$78,352.00
<b>Total Reserve Requirement</b>	<b>\$43,665.48</b>	<b>\$401,608.80</b>	<b>\$116,972.64</b>	<b>\$169,240.32</b>
<b>Overage/(Shortage)</b>	<b>\$46,697.92</b>	<b>\$93,863.38</b>	<b>\$61,726.82</b>	<b>\$27,529.89</b>

<sup>a</sup> See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

<sup>b</sup> Use of Reserves to fund services beyond levy amount.

<sup>c</sup> Zone 01 receives revenue from the City of Riverside as a result of a shared median.

<sup>d</sup> "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

<sup>e</sup> "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

<sup>f</sup> The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

<sup>g</sup> Agency contribution for parcels that benefit but have not historically been assessed (typically government owned properties).

### 3. Estimate of Costs

Table 3-3  
FY 2020/21 Budget

	Zone 07	Zone 08	Zone 09	Total
<b>Annual Operating Expenses</b>				
Operations & Maintenance	\$69,249.00	\$71,695.00	\$33,438.00	\$1,891,956.00
Utilities	\$7,620.00	\$21,710.00	\$26,490.00	\$578,945.00
<b>Total O&amp;M Expenses</b>	<b>\$76,869.00</b>	<b>\$93,405.00</b>	<b>\$59,928.00</b>	<b>\$2,470,901.00</b>
<b>Capital Improvement Project (CIP) and Rehabilitation <sup>a</sup></b>				
Planned CIP & Rehabilitation Expenditures	\$6,000.00	\$8,000.00	\$8,000.00	\$454,000.00
CIP & Rehabilitation Fund Collections	\$0.00	\$0.00	\$0.00	\$80,738.59
<b>Incidental/Administrative Expenses</b>				
District Administration	\$4,009.00	\$3,705.00	\$2,715.00	\$180,779.00
County Fees	\$140.00	\$150.00	\$80.00	\$6,010.00
Miscellaneous Administrative Expenses	\$171.00	\$169.00	\$122.00	\$8,919.00
<b>Total Incidental/Administrative Expenses</b>	<b>\$4,320.00</b>	<b>\$4,024.00</b>	<b>\$2,917.00</b>	<b>\$195,708.00</b>
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Annual Expenses</b>	<b>\$81,189.00</b>	<b>\$97,429.00</b>	<b>\$62,845.00</b>	<b>\$2,747,347.59</b>
General Benefit Costs	(\$3,101.00)	(\$3,545.00)	(\$2,976.00)	(\$158,610.00)
General Fund Maintained Area Costs	(\$542.27)	\$0.00	\$0.00	(\$15,085.91)
<b>Total Special Benefit Costs</b>	<b>\$77,545.73</b>	<b>\$93,884.00</b>	<b>\$59,869.00</b>	<b>\$2,573,651.68</b>
<b>Other Available Funding</b>				
Use of Reserves <sup>b</sup>	(\$67,695.73)	(\$68,908.24)	(\$20,670.00)	(\$443,283.32)
Interest Income & Unrealized Gains/Losses	(\$3,300.00)	(\$1,300.00)	(\$400.00)	(\$24,000.00)
Reimbursement Agreements <sup>c</sup>	\$0.00	\$0.00	\$0.00	(\$6,000.00)
<b>Total Contributions/Adjustments</b>	<b>(\$70,995.73)</b>	<b>(\$70,208.24)</b>	<b>(\$21,070.00)</b>	<b>(\$473,283.32)</b>
<b>Net Special Benefit Assessment to Levy</b>	<b>\$6,550.00</b>	<b>\$23,675.76</b>	<b>\$38,799.00</b>	<b>\$2,100,368.36</b>
<b>District Statistics</b>				
Total Parcels <sup>d</sup>	262	291	150	11,422
Total Assessed Parcels <sup>e</sup>	262	291	150	11,404
Total EBUs	262.00000	291.00000	150.00000	12,653.63866
<b>Proposed Assessment per EBU <sup>f</sup></b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>Maximum Assessment per EBU</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
EBU of Non-Assessed Parcels	0.00000	0.00000	0.00000	204.2020
Contribution for Non-Assessed Parcels <sup>g</sup>	n/a	n/a	n/a	(\$28,184.16)
<b>Net Balance to Levy</b>	<b>\$6,550.00</b>	<b>\$23,675.76</b>	<b>\$38,799.00</b>	<b>\$2,072,184.20</b>
<b>Reserve Fund/Fund Balance</b>				
<b>Estimated Beginning Fund Balance as of July 1, 2020</b>	<b>\$565,951.28</b>	<b>\$205,507.79</b>	<b>\$103,612.68</b>	<b>\$4,788,962.85</b>
Levy and Other Funding Sources	\$9,850.00	\$24,975.76	\$39,199.00	\$2,130,368.36
Expenditures less General Benefit Costs	(\$77,545.73)	(\$93,884.00)	(\$59,869.00)	(\$2,573,651.68)
2020/21 Planned CIP & Rehabilitation Expenditures	(\$6,000.00)	(\$8,000.00)	(\$8,000.00)	(\$454,000.00)
<b>Estimated Ending Fund Balance as of June 30, 2021</b>	<b>\$492,255.55</b>	<b>\$128,599.55</b>	<b>\$74,942.68</b>	<b>\$3,891,679.53</b>
Operating Reserve Requirement	\$47,089.62	\$56,508.82	\$36,450.10	\$1,546,633.22
Repair and Replacement Reserve Requirement	\$40,594.50	\$48,714.50	\$31,422.50	\$1,333,304.50
<b>Total Reserve Requirement</b>	<b>\$87,684.12</b>	<b>\$105,223.32</b>	<b>\$67,872.60</b>	<b>\$2,879,937.72</b>
<b>Overage/(Shortage)</b>	<b>\$404,571.43</b>	<b>\$23,376.23</b>	<b>\$7,070.08</b>	<b>\$1,011,741.81</b>

<sup>a</sup> See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

<sup>b</sup> Use of Reserves to fund services beyond levy amount.

<sup>c</sup> Zone 01 receives revenue from the City of Riverside as a result of a shared median.

<sup>d</sup> "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

<sup>e</sup> "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

<sup>f</sup> The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

<sup>g</sup> Agency contribution for parcels that benefit but have not historically been assessed (typically government owned properties).

### 3. Estimate of Costs

#### ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for FY 2020/21 based on the budget and the method of apportionment presented above.

Table 3-4  
FY 2020/21 Proposed Assessment Rates

Zone	Maximum Assessment Rate per EBU <sup>a</sup>	Applied Rate per EBU
Zone 01	\$155.60	\$155.60
Zone 01A	\$95.27	\$95.26
Zone 02	\$490.84	\$490.84
Zone 03	\$155.60	\$155.60
Zone 03A	\$82.74	\$82.74
Zone 04	\$110.00	\$110.00
Zone 05	\$489.01	\$25.00
Zone 06	\$342.41	\$139.14
Zone 07	\$410.20	\$25.00
Zone 08	\$361.22	\$81.36
Zone 09	\$740.83	\$258.66

<sup>a</sup> The Maximum Assessment Rate per EBU for all Zones (except Zone 04) includes an inflationary adjustment that was approved by the property owners as part of the balloted assessment proceeding.

#### ANNUAL INFLATIONARY ADJUSTMENT (ASSESSMENT RANGE FORMULA)

Each year, the Board of Directors will consider whether the assessment needs to be levied at the adjusted maximum rate. The Board may levy it at some lower rate and/or choose not to implement an automatic rate adjustment, if authorized by the property owners.

The "All Urban Consumers" Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim Region<sup>3</sup>, is used to calculate the annual inflation adjustment for certain zones, noted below. The inflation adjustment from December 2018 to December 2019 is 2.96%.

#### Zone 01 through Zone 03A and Zone 05 through Zone 08

The Maximum Assessment per EBU (Assessment Rate) established for the improvements in the previous fiscal year may be adjusted by the percentage change in the CPI calculated for the previous calendar year.

#### Zone 04

The Maximum Assessment Rate per EBU does not include an annual inflation adjustment.

<sup>3</sup> In January 2018, the Bureau of Labor Statistics introduced a new geographic area sample for the Consumer Price Index (CPI). Riverside, CA, which was previously included in the Los Angeles-Riverside-Orange County, CA MSA (Metropolitan Statistical Area), will now be included in a separate CBSA (Core Based Statistical Area) and will be considered a new index named Riverside-San Bernardino-Ontario, starting at 100.000. The Los Angeles-Riverside-Orange County, CA index was renamed "Los Angeles-Long Beach-Anaheim". Because the CPI approved by the property owners was the Los Angeles-Riverside-Orange County index, and it was renamed and not eliminated, CSD General Counsel determined the District would continue to use the Los Angeles-Long Beach-Anaheim index.



### 3. Estimate of Costs

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#### Zone 09

Each fiscal year the Maximum Assessment Rate per EBU will be automatically adjusted by the percentage change in the CPI calculated for the previous calendar year or three percent (3%), whichever is greater.

## 4. District Diagrams

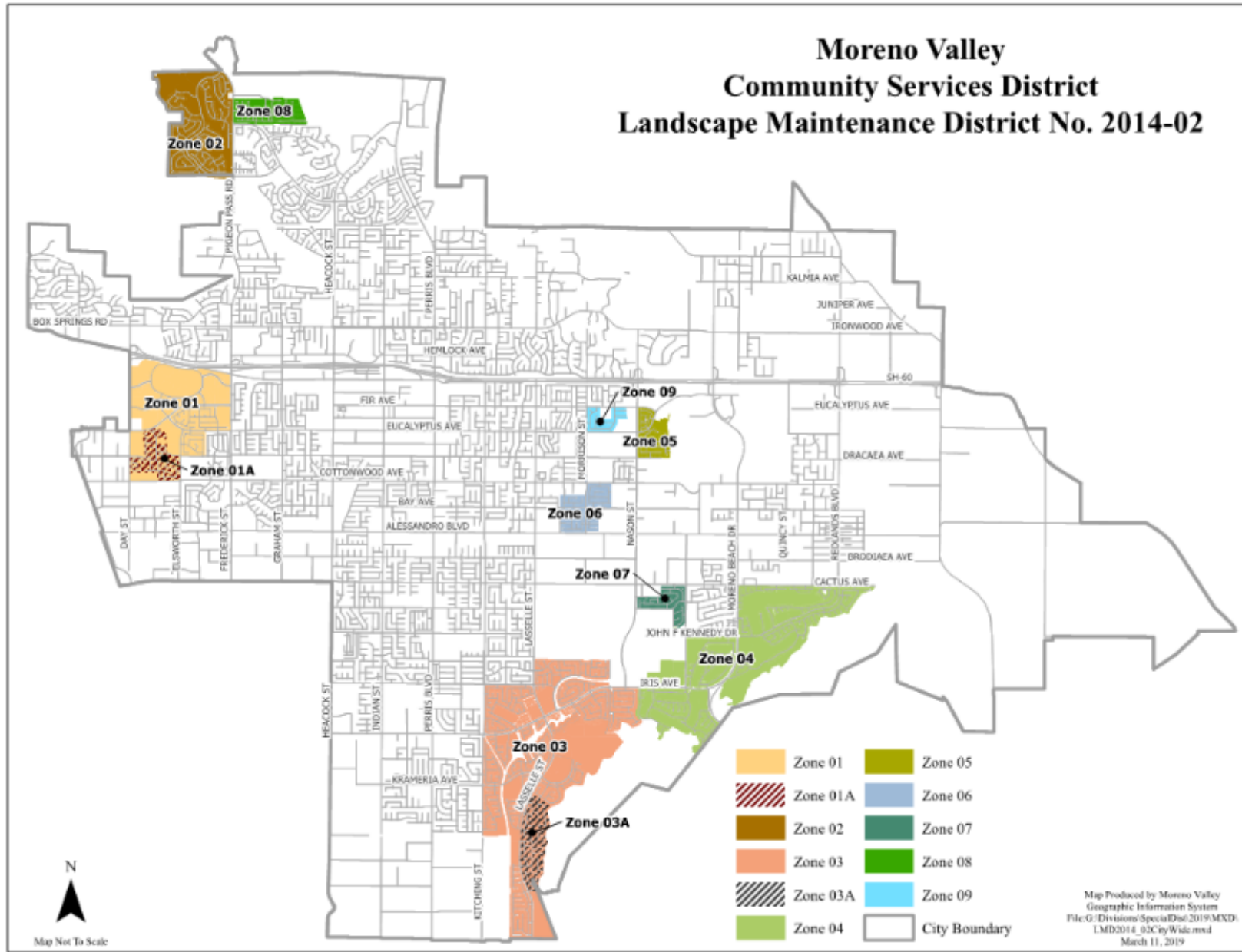
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### DISTRICT DIAGRAMS

The following pages provide boundary diagrams for each Zone within the District, as well as a general depiction of the location of the improvements as identified at the time this Report was prepared. Detailed maps of the full extent and location of the improvement areas are on file with the Public Works Department, Special Districts Division. The combination of these maps and the Assessment Roll referenced by this Report constitute the Assessment Diagrams for the District.

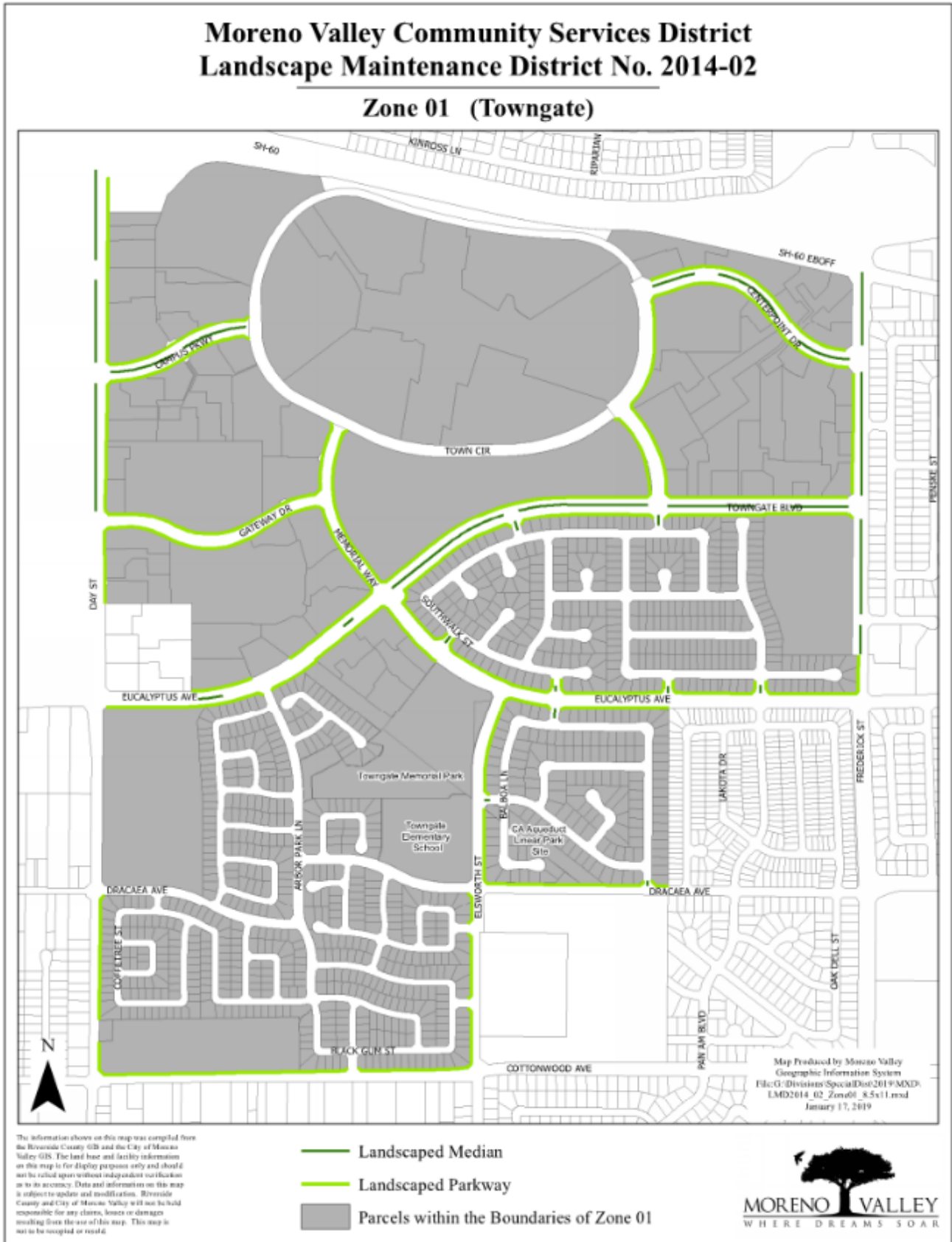
#### 4. District Diagrams

Diagram 4-1



4. District Diagrams

Diagram 4-2



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

### 4. District Diagrams

Diagram 4-3



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

4. District Diagrams

Diagram 4-4



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

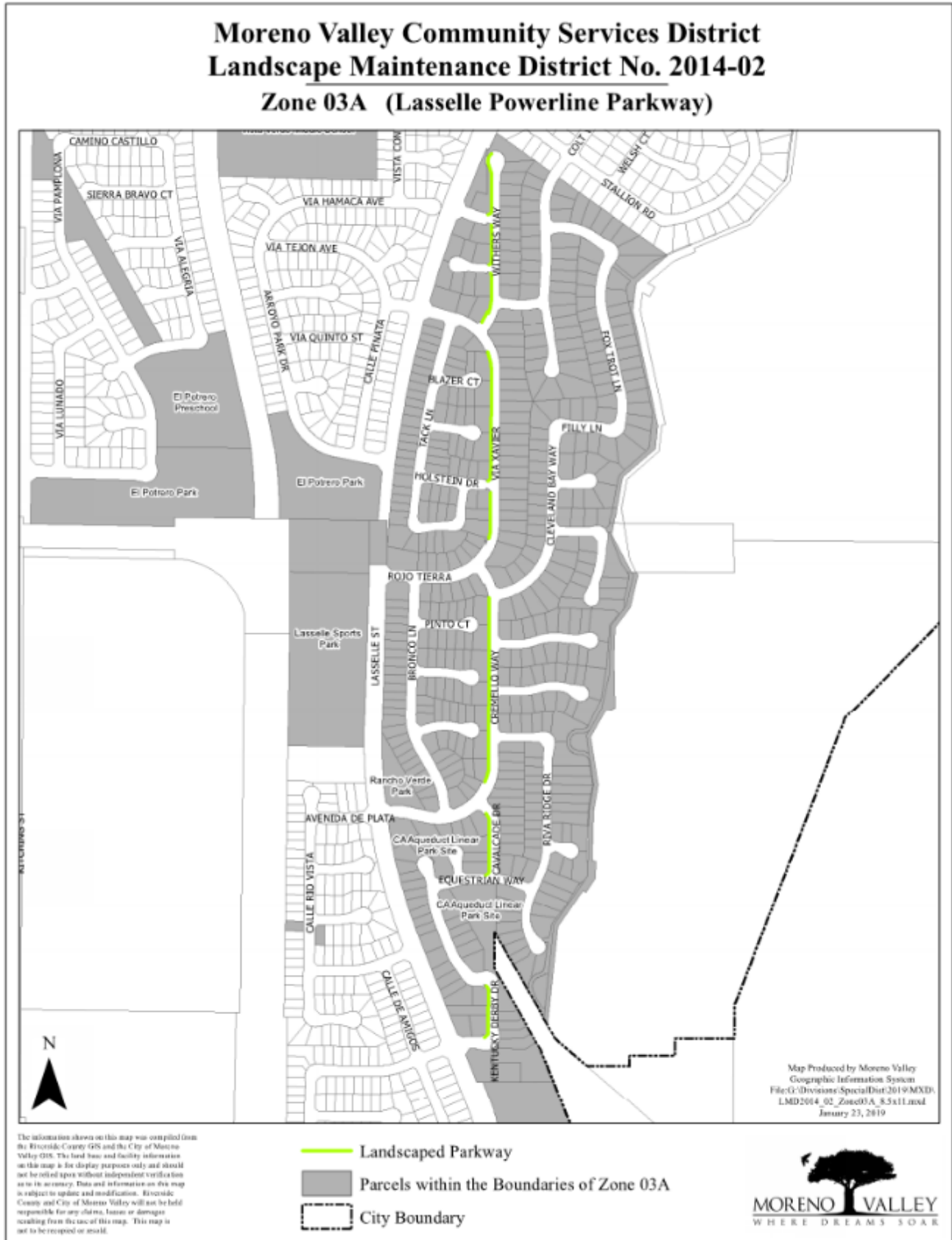






### 4. District Diagrams

Diagram 4-6



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

### 4. District Diagrams

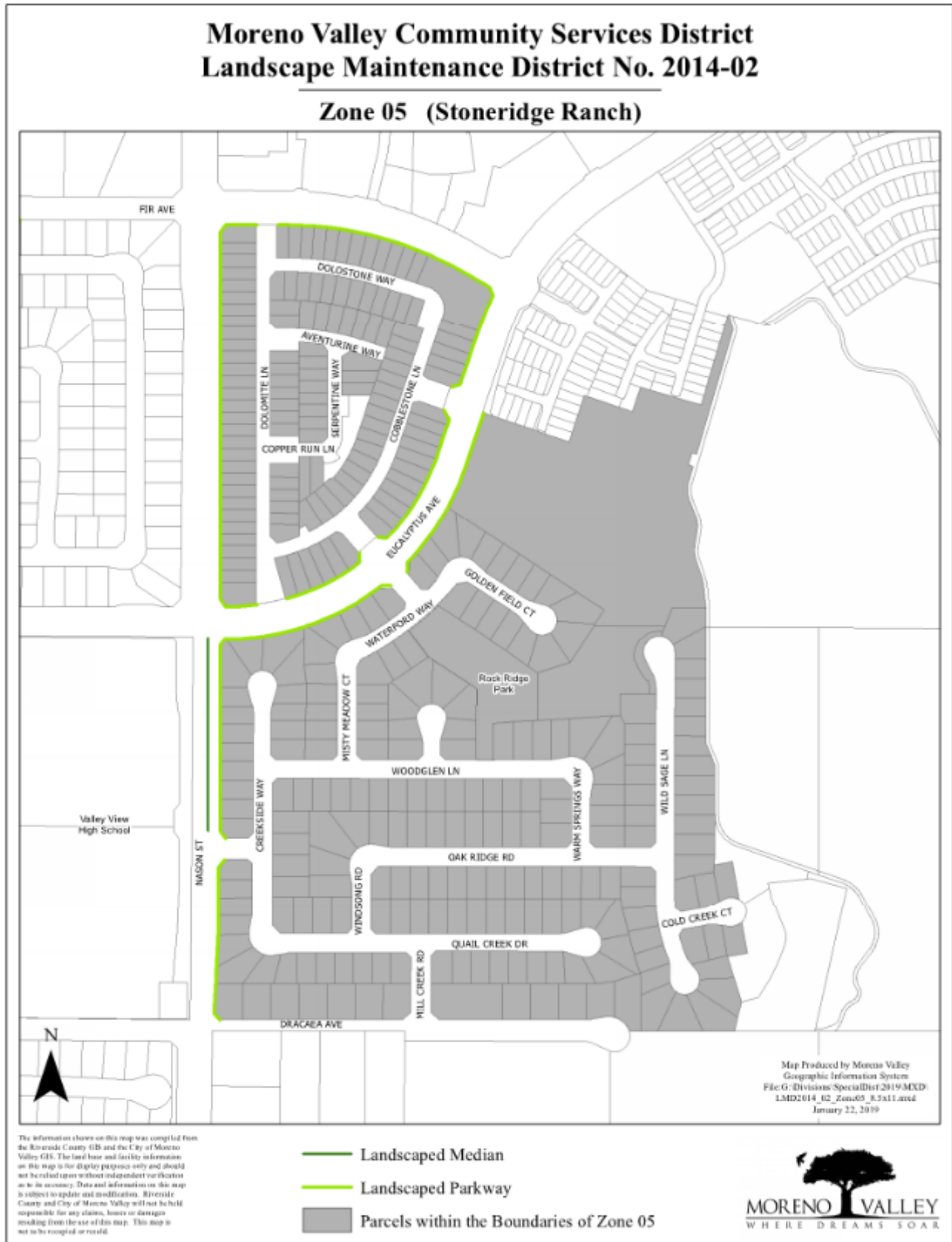
Diagram 4-7



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

### 4. District Diagrams

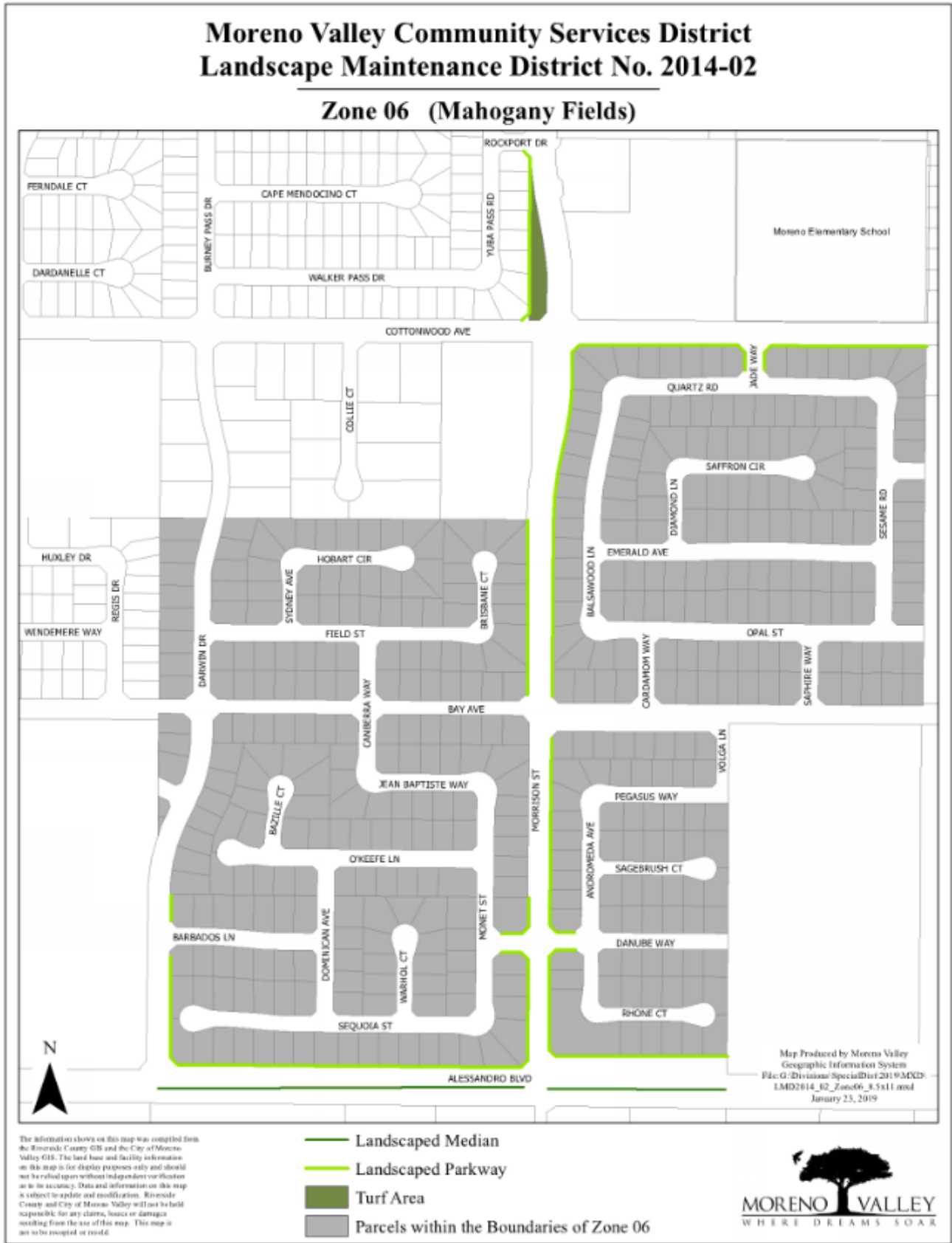
Diagram 4-8



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

4. District Diagrams

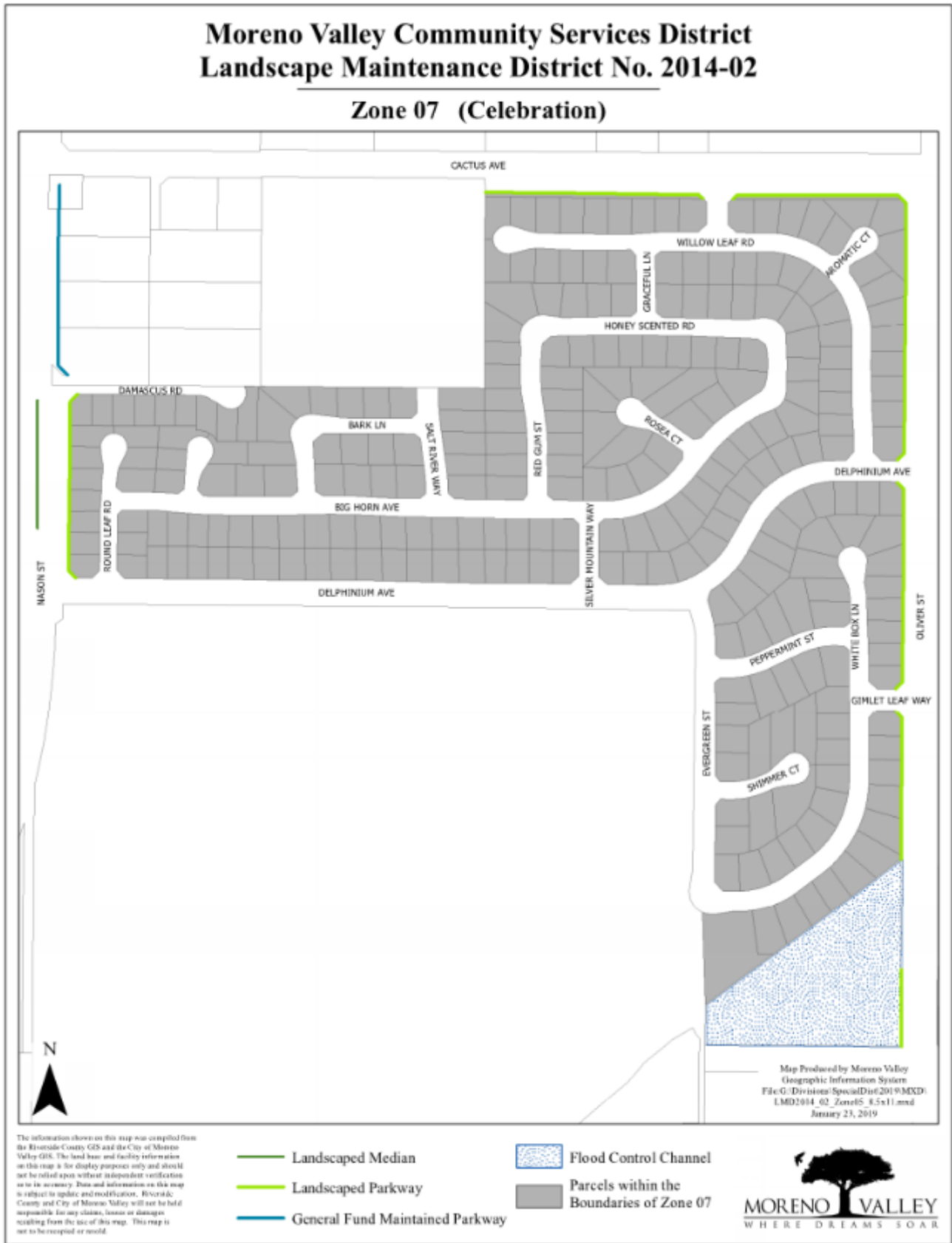
Diagram 4-9



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

4. District Diagrams

Diagram 4-10



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



4. District Diagrams

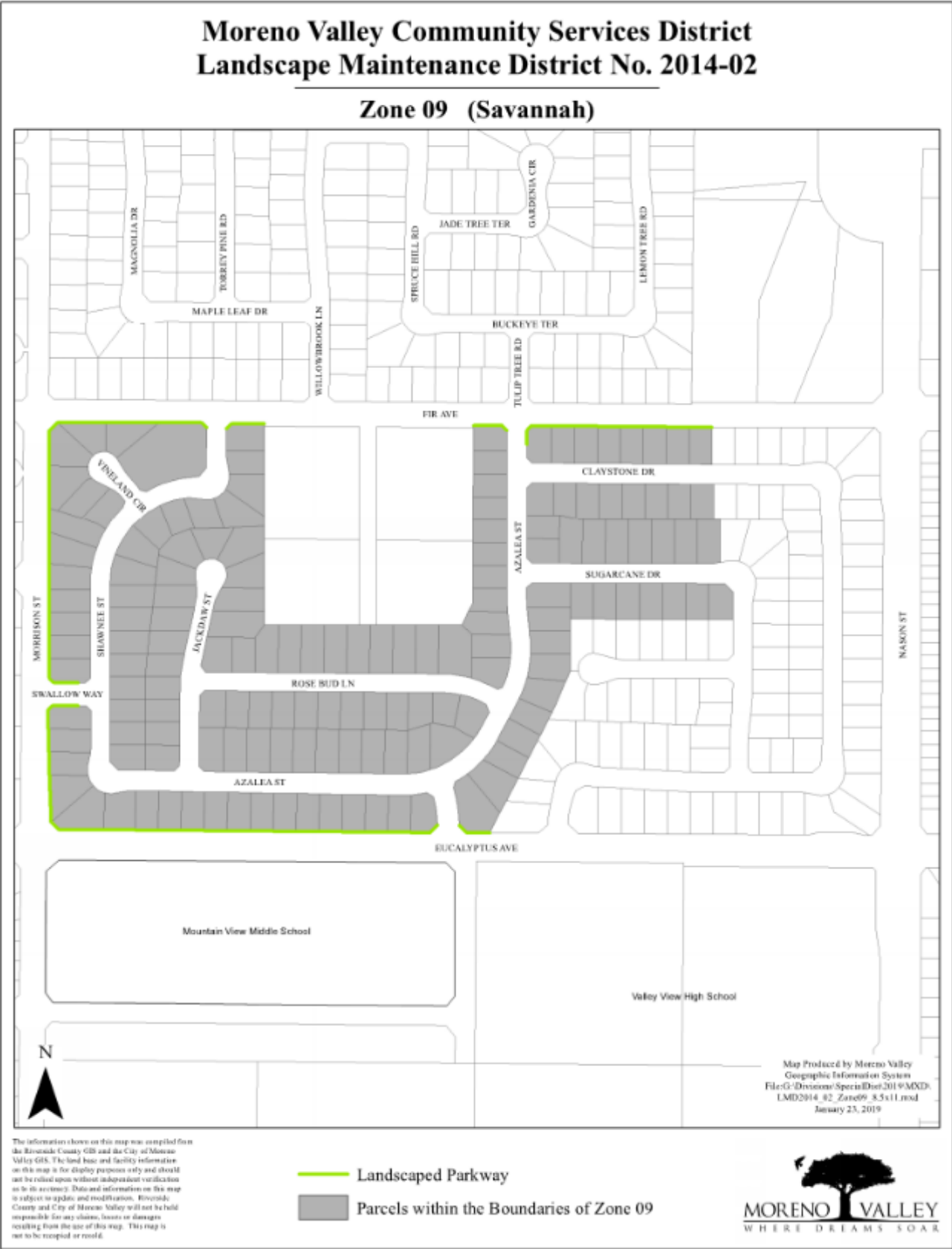
Diagram 4-11



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY

4. District Diagrams

Diagram 4-12



Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



## 5. Assessment Roll

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### ASSESSMENT ROLL

PIN identification for each parcel within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the parcels to be assessed within this District, along with the corresponding assessment amounts to be levied for FY 2020/21 has been provided electronically to the Secretary of the CSD Board (City Clerk). The listing is incorporated herein by reference. The Report can also be found online at the City's website at [www.moval.org/sd](http://www.moval.org/sd). If any PIN identified therein is submitted for collection and identified by the County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected PIN and/or new PIN(s) will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the CSD Board.

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APPENDIX A

Capital Improvement Projects



Appendix A Capital Improvement Projects

Long-term Capital Improvement Projects and Rehabilitations included in the FY2020/21 Budget.

Projects	Zone 01					Zone 02					Zone 03					Zone 03A					Zone 05					Zone 06					Zone 07					Zone 08					Zone 09				
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25					
Backflow Cage Upgrades	X										X										X					X					X					X									
Irrigation/Smart Controller Installations											X																																		
Lighting Upgrades											X																																		
Day St/Centerpointe Median Renovations	X																																												
Median Renovations											X	X																																	
Parkway Renovations	X			X		X	X							X					X						X					X					X					X					
Stamped concrete on Nason (southern-most median)																					X																								



3788 McCray Street  
Riverside, CA 92506  
951.200.8600



[www.webbfinance.com](http://www.webbfinance.com)

Attachment: LMD 2014-02 Assessment Engineer's Report [Revision 1] (3945 : ADOPT RESOLUTIONS TO INITIATE PROCEEDINGS TO LEVY



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #3 TO THE FY 2019-2020 ANNUAL ACTION PLAN, AMENDMENT #3 TO THE NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1)

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### **RECOMMENDED ACTION**

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

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
2. Review and adopt the proposed Substantial Amendment #3 to the FY 2019-2020 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines.
3. Authorize the Chief Financial Officer to reallocate NSP1 funds between HUD-approved grant activities.

### **SUMMARY**

On July 20, 2008, the federal government approved legislation that provides Community Development Block Grant (CDBG) funding to local governments to address the foreclosure crisis experienced across the nation. Under the Federal Housing and Economic Recovery Act (HERA) of 2008, \$3.92 billion was being made available to states, counties, and cities in order to stabilize neighborhoods with a high percent of foreclosures, homes in default, and homes financed by sub-prime or adjustable rate loans. HERA provided the City of Moreno Valley with a CDBG allocation of \$11,390,116 to establish a Neighborhood Stabilization Program (NSP). The program required adherence to specific rules and regulations provided in the HERA statute and stated in a Federal Notice issued by the U.S. Department of Housing and Urban Development (HUD) on September 29, 2008. To officially secure the allocation, in November 2008 the

City completed the NSP application, along with conducting a Public Hearing, and adopting the Substantial Amendment to the FY 2008-2009 Action Plan creating the NSP1 Program. HUD required the City's Neighborhood Stabilization Program to meet certain criteria:

- (1) It must be an 18-month program aimed at assisting low- to moderate-income households (those earning up to 120% of the area's median income).
- (2) It must target the areas of the City most affected by foreclosures, vacant, and abandoned homes.
- (3) 25% percentage of the grant must be used to address the needs of households earning no more than 50% of the area's median income (AMI).
- (4) Program administration costs may not exceed 10% of the NSP allocation.
- (5) NSP funds may only be used for a specific set of activities outlined in the table below:

The Housing, Economic, and Recovery Act of 2008 - Eligible Uses\Activities	
(a)	Establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, including down payment assistance programs such as soft-seconds, loan loss reserves, and shared-equity loans for low-and-moderate income homebuyers.
(b)	Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop, such homes and properties.
(c)	Establishment of land banks for homes that have been foreclosed upon.
(d)	Demolishment of blighted structures.
(e)	Redevelopment of demolished or vacant properties.

At the time of the previous Substantial Amendment #2 to the NSP1 Program Guidelines, there were redevelopment projects in place to facilitate to City's desire to provide affordable housing opportunities to residents, while concurrently accomplishing 100% drawdown of all available NSP1 monies. Due to unforeseen circumstances, extenuating beyond the control of City staff, the anticipated projects never came to fruition.

Following these occurrences, City staff continued to put forth much effort to identify projects that would allow for the ability to see through and complete all NSP1 activity objectives, while drawing down remaining funds needed to close out the grant.

The staff report was reviewed by the Finance Sub Committee at their February 25, 2020 meeting and recommended to move to City Council for review.

## **DISCUSSION**

Since the inception of its implementation the NSP1 program has experienced various

challenges, which included the real estate market experiencing significant changes in inventory, along with much fewer foreclosed or bank-owned homes. As a result, the opportunities for completion of additional NSP1 eligible activities diminished greatly, thus making continued efforts to draw down NSP1 monies very challenging. Comparatively speaking, the opportunities were not comparable to those at the commencement of the NSP program. Nevertheless, the City retained the responsibility to continue the stabilization efforts as set forth by the NSP Program by expending generated Program Income (revenue generated from the resale of NSP properties); through the resale of NSP1 funded units.

Presently, the City has approximately \$3.5M available in NSP1 program funds. This amount does not account for any available or incoming Program Income, as those funds will be converted to CDBG eligible monies, following the closeout of NSP1. Prior to using funds for an activity not previously covered in the City's 5-year Consolidated Plan, or previously described in an Annual Action Plan, the City must perform the substantial amendment process. As such, the proposed substantial amendment is being performed in accordance with federal regulation 24CFR §91.505, *Amendments to the Consolidated Plan*. With Substantial Amendment #3 to NSP1, City staff proposes to commit the remaining available \$3,500,000 in NSP1 Program Funds towards the implementation of a Redevelopment activity known as *Activity 7 - Redevelopment (Courtyards at Cottonwood Family Apartments)*. The scope of the project is proposed as follows:

Redevelop vacant land to construct a gated, affordable residential development on an 8.10-acre site (6.78 net acres) located at the northeast corner of Cottonwood Avenue and Indian Street (APN: 482-161-021) in the City of Moreno Valley, CA. The proposed development consists of eighty (80) plus 1 manager's affordable units within two (2) two-story, 30-unit family buildings with a total of eight (8) 1-bedroom, twenty-four (24) 2-bedroom and twenty-eight (28) 3-bedroom units. The proposed development also includes a one-story, 20-unit senior building with sixteen (16) 1-bedroom and four (4) 2-bedroom units. The proposed project will also include a 4,840 square-foot Community Building with management, leasing, services and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior vita course. A manager's unit will be located on the second floor of the community building. The proposed development will be an affordable housing project that will be rented to extremely low-income households (up to 30% of median income), and low-income households (up to 60% of median income). All income-restricted units will be at rents that do not exceed affordable rents as defined in the California Health and Safety Code. A portion of the units will be reserved for senior citizen households.

This project will also propose to utilize \$1,000,000 of the City's HOME monies to leverage funding for this project, in accordance with Substantial Amendment No. 2 to FY 2020-2021 Annual Action Plan. Full implementation of the proposed project will assist in facilitating the City's ability to meet impending expenditure deadlines and performance measures as established by HUD for NSP1.



## **ALTERNATIVES**

**Alternative 1.** Conduct the Public Hearing, adopt Substantial Amendment #3, affecting NSP1, FY 2019/20 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines; and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff recommends this action because it complies with HUD's substantial amendment requirements, would allow for the City to better meet the commitment goals established for the NSP1 Program.*

**Alternative 2:** Decline to adopt Substantial Amendment #3, affecting NSP1 to the FY 2019/20 Annual Action Plan and Amendment #3 to the NSP1 Program Guidelines; and not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it does not comply with HUD's substantial amendment requirements, would not allow for the City to meet its upcoming reporting and close out goals established for the NSP1 Program requirements.*

## **FISCAL IMPACT**

The NSP1 funds are a HUD grant and do not require any matching funds; NSP1 funds are restricted and exclusively for the use of providing homeownership and rental housing opportunities for households earning up to 120% of the Area Median Income.

### **THERE IS NO IMPACT ON THE GENERAL FUND.**

To effectively modify the activity budgets established during a previous budget cycle, a Budget Appropriation Adjustment must be processed by Finance within the Disaster Recovery Grant Reporting System (DRGR) which provides HUD with current information regarding Community Planning and Development activities. Consequently, staff recommends City Council approves the following adjustments, as summarized in the chart below and authorize the Chief Financial Officer to process the adjustments. It is anticipated that the NSP activities could generate Program Income, should this occur the Frank-Dodd Act requires monies to be reapplied to the NSP1 Program and treated as additional funding, subject to the same expenditure criteria and will be allocated accordingly.

NSP Activity	Original HUD Grant Activity Allocation	Current HUD Grant Activity Allocations *(PF&PI)	Grant Activities Expenditures/ Encumbrances Grant Activities utilizing Program Funds	Grant Activities Expenditures/ Encumbrances Grant Activities utilizing Program Income
Activity 1, Single Family Residential Acquisition/Rehabilitation/Resale (SFR-ARR)	\$2,847,529	\$5,867,838.32	\$4,079,159.09	\$1,788,679.23
Activity 2, Multi-Family Residential Acquisition/Rehabilitation/Resale	\$3,701,788	\$4,467,462.53	\$3,442,626.40	\$1,024,836.13

(MFR-ARR)				
Activity 3, Neighborhood Stabilization Home Ownership Program (NSHP)	\$3,701,788	\$0	\$0	\$0
Activity 4, Demolition	\$0	\$0	\$0	\$0
Activity 5, Land Banking	\$0	\$0	\$0	\$0
Activity 6, Redevelopment - (Habitat for Humanity)	\$0	\$703,805.88	\$236,715.47	\$467,090.41
<b>Activity 7, Redevelopment Courtyards at Cottonwood Family Apartments</b>	<b>\$0</b>	<b>\$3,500,000.00</b>	<b>\$0</b>	<b>\$0</b>
Administration (Includes salaries and is capped at 10% of overall grant)	\$1,139,011	\$1,539,840	\$208,346.38	\$1,328,907.43
<b>Totals</b>	<b>\$11,390,116</b>	<b>\$16,078,946.73</b>	<b>\$7,966,847.34</b>	<b>\$4,609,513.20</b>

\*(PF and PI): Program Funds and Program Income

## **NOTIFICATION**

Notice of this meeting was published in the Press-Enterprise newspaper on February 13, 2020. The official 30-day public review period occurred from February 13, 2020 to March 17, 2020. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public either in support or opposing the project.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development
2. Public Safety

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

**ATTACHMENTS**

- 1. Press Enterprise Notice - Substantial Amendment #3

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:51 PM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 10:52 AM
City Manager Approval	<u>✓ Approved</u>	3/10/20 11:16 AM

# PUBLIC NOTICES • YOUR RIGHT TO KNOW

Call 951-368-9222 or email: [legals@pe.com](mailto:legals@pe.com)

**Legal Notice**      **Legal Notice**

**NOTICE OF SALE PERSONAL PROPERTY**

Notice is hereby given that undersigned intends to sell the personal property described below to enforce a lien imposed on said property pursuant to sections 9100-9109 of the Business and Professions Code, Section 2228 of the Commercial Code, Section 532 of the Penal Code and provisions of the Civil Code.

The undersigned has received bids by competitive bidding, on or after **THURSDAY, FEBRUARY 27, 2020 at 11:00 A.M.** Said property has been stored and is located at **Super Storage, 12411 Sirir Dr., Moreno Valley, CA 92555**

Property to be sold includes, but is not limited to: Furnishings, home furniture, appliances, tools, shelving, kitchenware, household items, luggage, stereo equipment, clothing, office furniture, computers and monitors, TVs, sporting equipment, bicycles, fishing equipment, camping gear, surfboards, cabinets, safes, and boxed items contents unknown, personal items, collectibles/antiques belonging to the following:

- Dennis Brokaw 10x20
- Dennis Brokaw 10x15
- Dennis Brokaw 10x20
- Dennis Brokaw 10x20
- Roy Blackburn 10x10
- Dominic A Gonzalez 5x5
- DeAndre Poe 10x15
- Jason Dawson 5x10
- TAMMIE DUNAGAN 10x15
- TYJHON HARRIS 10x10
- Shanora Hedge 10x20
- Shanora Hedge 10x20
- MIAN QAMARUZ ZAMAN 10x10
- FARHAN ZAMAN 10x10
- Maria Suarez 10x5
- April Rendon 10x10
- JOSEPH CORDELL 5x10
- Erick Miranda 5x10

Purchases must be paid for at time of sale in CASH ONLY. All purchased items sold as is, where is. Items must be removed at the time of sale. Sale is subject to cancellation in the event of settlement demand comment and objection. Advertiser Reserves the right to bid.

Dated this 3rd day of February, 2020 Auction by West Coast Auctions: State License NO. 137857 Ken Ritch 760-724-0233 SuperStorage 951-924-1875 Pubs: 2/13/2020, 2/20/2020

Code section 1250. A Request for Sealed Notice form is available from the court clerk: COURT CLERK, Cambell 6170 Del Rio Way YuCCA Valley, CA 92284. 760-935-9496. 2/13, 2/19, 2/20

**Notice of Sheriff's Sale of Real Property (CCP 701.540)**

**COURT CASE NO. R13166442**

**LEVYING OFFICER**

**FILE NO.: 201920396**

Date: 1/19/2020

Under a Writ of Execution issued out of the above court on 1/20/2019, on the judgment rendered on 5/19/2017 for the sum of \$21,088.19; I have levied upon all the rights, title, claim and interest in and to the real property of the judgment debtor(s), Sean Redding and the real property in the County of Riverside, described as follows: (Vacant land) APN: 965-440-008-0; Temeculo, CA. See attached legal description

**TIONS, AND EFFECT OF SALE AND THE LIABILITY OF DEFAULTING BIDDERS.**

NOTICE IS HEREBY GIVEN THAT I will proceed to sell at public auction to the highest bidder, for cash or certified money of the United States, all the rights, title and interest in and to the real property in the above described parcel, together with all the claims, debts, and liabilities thereon, as may be necessary to satisfy said execution, with accrued interest and costs on:

**Date/Time of Sale**

02/20/2020, 9:00 AM

**Location**

30755-D Auld Road, Ste. L067, Avocado, CA 92607

Directions to the property location can be found on the internet or by a person upon or written request.

Good Bids must be accompanied by a check or money order, payable to Sheriff's Auction Agent.

**LIENS MAY BE PRESENT WHICH MAY OR MAY NOT SURVIVE THIS SALE.**

1/20, 2/06, 2/13

**CITY OF NORCO-NOTICE INVITING SEALED BIDS FOR RESERVOIR REPLACEMENT PROJECT**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of NORCO, as the project owner, is soliciting sealed bids for the above stated project and will receive such bids in the office of the City Clerk up to the hour of 10:00 A.M. on the 11th day of March, 2020, at which time, or as soon thereafter as practicable, they will be publicly opened and read. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Contract Documents, Specifications and Plans for the above stated project. The general items to be done are: demolition of an existing 2.2 MG concrete water storage reservoir and constructing a new 3.0 MG welded steel water storage reservoir, including reservoir appurtenances, water pipeline, storm drainage, access road, and site work. There are 223 working days allowed to complete this project. Liquidated damages may be assessed at \$1,000.00 per day. A mandatory pre-bid meeting has been scheduled for **Wednesday, February 19, 2020, at 10 a.m., at the job site located at 1729 El Paso Dr., Norco, CA.** The meeting will begin promptly at 10 a.m. Parking at the meeting location is free. All bidders and their subcontractors must park on El Paso Dr. and walk up to the reservoir site. A City representative will be present to answer questions and answer any questions. There will be no follow-up pre-bid meeting for any contractor who may be unable to attend this meeting. An attendance sign-in sheet will be documented by the City. Contractors that do not attend the mandatory pre-bid meeting will not be eligible to submit bids for the project. A formal presentation is not planned. However, project questions will be answered only insofar as directing the request to the proper point of the Contract Documents. Submitter of written questions following the meeting is encouraged and the City will determine if a response is warranted. Response to written question will be in the form of a City-issued Addendum as identified elsewhere in the Specifications. Copies of said Specifications and Contract Documents are available from the City of Norco, upon payment of a \$75.00 non-refundable fee (\$90.00 if mailed, including FEDEX and UPS). If copies of the Specifications and Contract Documents are obtained from an outside source other than the City of Norco, it is the responsibility of the Bidder to obtain copies of all addendums prior to the bidding deadline and include them in their bids. Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the provisions of the Labor Code, including wages, apprenticeship standards, and Contractor registration program established by the State Director of Industrial Relations will be required. Affirmative action to ensure equal opportunity in the employment practices of all contractors, regardless of national origin, ancestry, sex, or religion will be also required. The Contractor must comply with all applicable laws and regulations based upon the engineer's estimate of the items of work completed. The AGENCY will retain the right to award the project to the lowest responsible bidder. The balance of the work. At the request and expense of the successful Bidder, the City of Norco will pay the amounts so retained upon compliance with the provisions of the Labor Code Section 1772.5 and the provisions of the Contract Documents pertaining to Substitution of Securities. Bids must be accompanied by the approved performance and payment bonds as instructed to Bidders and submitted in a sealed envelope plainly marked "Sealed Bid for Reservoir Replacement Project, Do Not Open With Regular Mail." No Contractor or Sub-Contractor may be listed on proposal unless they are currently in good standing with the Department of Industrial Relations pursuant to Labor Code Section 1772.5. The AGENCY reserves the right to reject any or all bids, to waive any irregularity, to accept any bid in part thereon, and to take all bids under advisement for a period of 45 days. At the time of Contract award, the prime Contractor shall possess an appropriate Contractor's License sufficient to perform the work. Prior to execution of the Contract, the Contractor will be required to submit two copies of proof of insurance, including liability, general liability, and laborer's compensation, and to satisfactorily provide evidence of insurance as described elsewhere in these Specifications. This contract is subject to state and federal laws, regulations, and compliance with the provisions of the Government Code Section 12990. City of Norco, 2870 Clark Ave., Norco, CA 92860 (951) 270-3627 (951) 270-5785. 2/13

**LEGAL DESCRIPTION**

In the City of Temeculo, County of Riverside, State of California, more particularly described as:

**PARCEL AS SHOWN ON PARCEL MAP 26379 AS PER APPLIED IN BOOK 178 PAGES 37-39 INCLUSIVE OF THE COUNTY RECORDER OF SAID COUNTY, I. A. P. N. 45-400-008-0**

Minimum Bid (if applicable): \$40,000

**PROPOSED BIDDERS SHOULD REFER TO SECTION 10910 TO 10919 INCLUSIVE OF THE CODE OF CIVIL PROCEDURE, REGARDING THE TERMS, CONDITIONS AND PROCEDURES PERTAINING TO THE BIDDING PROCESS.**

**NOTICE OF PUBLIC COMMENT PERIOD, UPCOMING PUBLIC HEARING PROPOSED BY THE CITY OF MORENO VALLEY AMENDMENTS AFFECTING THE HOUSING AFFORDABILITY PROGRAM (HOME) PROGRAM AND THE NEIGHBORHOOD STABILIZATION PROGRAM.**

**Parade**

**DON'T MISS THIS WEEKEND'S ISSUE**

**NOTICE INVITING BIDS**

**ENGINEER'S ESTIMATE BASE BID: \$1,200,000**

**QUESTIONS REGARDING THE PROJECT SHOULD BE DIRECTED TO:**

**Stuart E. McKibbin, City Engineer**

**RECEIPT OF PROPOSALS.** Sealed proposals will be received at the office of the City Clerk, 595 S. San Jacinto Ave., San Jacinto, CA 92583, until March 3, 2020 at 11:00 AM to perform all work required under the City of San Jacinto's ("City") Specifications entitled:

**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR LYON AVENUE IMPROVEMENTS (S1-405)**

**ADDENDA.** Addenda, if any, will NOT be mailed out to any of the plan sheets. All Addenda will be posted on the City website at: [www.sanjacinto.gov](http://www.sanjacinto.gov). It shall be the Bidder's responsibility to check the City website for any addenda.

**OPENING OF PROPOSALS.** The proposals will be publicly opened and read at the time and date stated above, in the office of the City Clerk, said City Hall, and the results will thereafter be referred to the City Council for consideration at a subsequent meeting.

**PRE-BID MEETING.** There is no pre-bid meeting for this project.

**SCOPE OF WORK.** The work to be done consists of furnishing all labor, materials, equipment, tools, and incidentals as required by the Plans (Work Order # S1-405, Sheets 1 through 10), Specifications, and Contract Documents. The general items of work include:

- New pavement, sidewalks, curb and gutters, drainage and restriping (including the Lyon Avenue to the proposed middle school).

**LICENSING REQUIREMENTS.** All bidders shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's license, Class A or appropriate license as required by the State of California, at the time of bid submission. The Contractor and its subcontractors will be required to possess business licenses from the City.

**COMPLETION OF WORK.** The work shall commence by (TBD). All Base Bid work shall be completed in its entirety within 90 calendar days from said date.

**PLANS AND SPECIFICATIONS.** Copies of the Contract Documents and Specifications may be examined at the following locations:

- City Engineer: 4220 San Jacinto Ave., San Jacinto, CA 92583
- Construction Bid Board: 1180 W Spring St., Riverside, CA 92507
- McGraw Hill Dodge: 975 Flower Rd., Ste. A, Rancho Cucamonga, CA 91720
- AGC Plan Room: 1180 W Spring St., Riverside, CA 92507

Copies of the Contract Documents and Specifications may be obtained at the office of the City Clerk, 595 S. San Jacinto Ave., San Jacinto, CA 92583. There will be a \$50.00 non-refundable payment for each set, and an additional charge of \$10.00 to cover wrapping, handling, and shipping. Requests for each set of Contract Documents mailed. All requests for the Contract Documents must be accompanied by a money order. Check should be made payable to the City of San Jacinto.

**GUARANTEE.** Each bid shall be made on the proposal form furnished by the City and shall be in accordance with the Plans, Specifications, and Contract Documents and shall be certified by the Bidder to be a true and correct cashier's check or bidder's bond, payable to the City in a sum not less than 100% of the amount of the bid, as a guarantee that the bidder will enter into the contract for the work, the full amount of such guarantee to be forfeited to the City should said bidder fail to enter into the contract. The successful bidder will be required to furnish a Financial Performance Bond in the amount of not less than one hundred percent (100%) of the bid, and a Laborer's Compensation Bond in the amount of not less than one hundred percent (100%) of the contract price, to be underwritten by sureties qualified to do business in the State of California, preferably carrying a rating of A or better, in the current edition of Best's Insurance Guide.

**PREVAILING WAGES.** Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of the California Labor Code Section 1772.2, the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract shall be those determined by the Department of Industrial Relations of the State of California, which are on file in the Public Works Department at City Hall and are available to any interested party on request.

**LABOR CODE CONCERNING APPRENTICES.** Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code, concerning the employment of apprentice by any subcontractor under hire. The Contractor and any subcontractor under hire must comply with the requirements of said section in the employment of apprentices. It shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements. Information relative to apprenticeship standards may be obtained from the Department of Industrial Relations, California, or the Division of Apprenticeship Standards and its branch offices.

**5B854/DIR REGISTRATION.** Contractors and Subcontractors bidding on a public works project must be registered with the State of California, Department of Industrial Relations. All bidders shall use only registered contractors and subcontractors. No bid will be accepted nor any contract awarded unless the Contractor and all subcontractors are registered with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

**8B44/SUBCONTRACTOR LISTING.** If a bidder submits a bid that includes the name of a subcontractor performing work in amount in excess of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of the bid, the bidder's total bid or \$10,000, whichever is less, then in addition to the subcontractor's name and business address, the subcontractor's State Contractor's License number and DIR registration number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license and registration numbers shall render the bid non-responsive.

**CITY'S RIGHTS RESERVED.** The City reserves the right to reject any or all bids, to waive any irregularity in a bid, and to make awards in the interest of the City. No award may be withdrawn his bid for a period of ninety (90) days after the bid opening. 2/13

**NOTICE OF PETITION TO ADMINISTER ESTATE OF:**

**Phillip E. Stockwell**

**CASE NUMBER: PRMC2000008**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of Phillip E. Stockwell:

A Petition for Probate has been filed by Scott B. Stockwell, Superior Court of California, County of Riverside, Case No. 19-00004.

The Petition for Probate requests that Scott B. Stockwell be appointed as personal representative to administer the estate of the decedent.

The petition requests the decedent's will and codicils, if any, be admitted to probate and that any and all codicils are available for examination in the file kept by the court.

The petition requests authority to administer the estate and the Independent Administration of Estates Act. (This authority is granted to the personal representative to take many actions without obtaining court approval. Before taking any such important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A hearing on the petition will be held in this court as follows:

Date: 3/10/2020  
Time: 8:30 am Dept.: TJ  
Address of court: 41020 County Center Dr., Ste. 100, Temeculo, CA 92591.

If you object to the granting of the petition, you should appear at the hearing and file written objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

If you are a creditor or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either four months from the date of first issuance of letters to a personal representative, as defined in section 581(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice of the hearing under section 581(b) of the California Probate Code.

**Other California Statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California Law.**

**You may examine the file kept by the court.** If you are a person interested in the estate, you may file with the court a Request for Specific Notice (form 54) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 10000.

The City is making a substantial amendment to the FY 2019-20 Annual Action Plan. The substantial amendment is available for public review from 9:00 a.m. to 5:00 p.m. on February 13, 2020 through March 1, 2020. To view the substantial amendment in its entirety, please go to the City's website at [www.mvalley.org](http://www.mvalley.org) and click on Services & Programs/Grants Monitoring and Administration/Grant Reports tab.

About the Proposed FY 2019-2020 Annual Action Plan Amendments:

As a recipient of federal grant funding the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan that details the use of the grant funds. In accordance with federal guidelines, an substantial changes to the current Annual Action Plan for FY 2019-20 requires cities to notify its citizens of the proposed Amendments, while also providing them the opportunity to comment on those changes.

The following changes are summaries to the proposed "Substantial Amendments":

**FY 2019-20 Amendment #2 effecting HOME** proposes to: provide approximately \$1,000,000 in HOME funding for the Courtyards at Cottonwood Family Apartments project. The proposed redevelopment Project is a gated, affordable residential development on an 8.10-acre site (6.78 net acres) located at the northeast corner of Cottonwood Avenue and Indian Street (APN: 462-161-021) in the City of Moreno Valley, CA. The proposed development consists of eighty (80) plus 1 manager's affordable units within two (2) two-story, 38-unit town buildings with a total of eight (8) 1-bedroom, twenty-four (24) 2-bedroom and twenty-eight (28) 3-bedroom units. The proposed development also includes a one-story, 20-unit senior building with sixteen (16) 1-bedroom and four (4) 2-bedroom units. The proposed project will also include a 4,800 square-foot Community Building with management services, leasing services, and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior visit course. A manager's unit will be located on the second floor of the community building. The proposed development will be an affordable housing project that will be rented to extremely low-income households (up to 30% of median income), and low-income households (up to 60% of median income). All units will be restricted units will be at rents that do not exceed affordable rents as defined in the California Health and Safety Code. A portion of the units will be reserved for senior citizen households.

**FY 2019-20 Amendment #3 effecting NSP** proposes to: Provide \$3,500,000 in NSP funding for the Courtyards at Cottonwood Family Apartments project. The proposed redevelopment Project is a gated, affordable residential development on an 8.10-acre site (6.78 net acres) located at the northeast corner of Cottonwood Avenue and Indian Street (APN: 462-161-021) in the City of Moreno Valley, CA. The proposed development consists of eighty (80) plus 1 manager's affordable units within two (2) two-story, 38-unit town buildings with a total of eight (8) 1-bedroom, twenty-four (24) 2-bedroom and twenty-eight (28) 3-bedroom units. The proposed development also includes a one-story, 20-unit senior building with sixteen (16) 1-bedroom and four (4) 2-bedroom units. The proposed project will also include a 4,800 square-foot Community Building with management services, leasing services, and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior visit course. A manager's unit will be located on the second floor of the community building. The proposed development will be an affordable housing project that will be rented to extremely low-income households (up to 30% of median income), and low-income households (up to 60% of median income). All units will be restricted units will be at rents that do not exceed affordable rents as defined in the California Health and Safety Code. A portion of the units will be reserved for senior citizen households.

The proposed amendments will be available for public review from February 13, 2020 through March 17, 2020. The City Council will hold a Public Hearing to receive comments and adopt the proposed Amendments on **Tuesday, March 17, 2020 at 6:00 p.m.** at the following location:

**City Council Chamber**  
Moreno Valley City Hall  
17177 Frederick Street  
Moreno Valley, CA 92552

Citizens of the City of Moreno Valley and the general public are encouraged to attend. All persons interested in this matter may appear and be heard at these activities should direct such requests to Guy Pagan, ADA Coordinator, at 951.413.2120 at least 72 hours before the activity. The 72-hour request deadline is subject to change without notice. Written comments to ensure accessibility and participation in this meeting or event.

**Date Published: February 13, 2020**

**Notice to Bidders**

County of Riverside, herein called Owner, invites sealed proposals for:

- Dall Road Resurfacing Project  
Thelma Avenue to San Miguelito Drive; and
- Sierra Del Sol Resurfacing Project  
Ramon Road to La Canada Way

Community of Thousand Palms  
Project No. CR-0055, CR-0054

Bid shall be delivered to the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California 92501, telephone (951) 955-8780 not later than 2:00 p.m. on **Wednesday, February 19, 2020**, at the above address. Each bid shall be in accordance with plans, specifications and other contract documents, dated December 2019, and prepared by County of Riverside, whose address is same as the above, from whom they may be obtained upon deposit of \$15.00 per set with 22"x34" plans, plus mailing costs. No refund. Prospective bidders may preview the plans, specifications and other contract documents at no charge prior to purchase of the above noted location.

Pursuant to Labor Code section 1771.1, any Contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid on this project unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. No Contractor or subcontractor may be awarded a contract for the above work until after April 1, 2020. Contractors and subcontractors must have current registration with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to perform public works.

The County of Riverside, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) and related statutes, issued pursuant to such Act, hereby notifies all bidders that minority businesses, women-owned businesses, and veteran-owned businesses are encouraged to submit bids. If the contractor entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex, national origin, religion, age, or disability.

The Contractor is required to have a Class "A" license at the time of bid submission.

Engineering Estimate: \$ 765,000 ± \$ 890,000 (Base Bid)

Bid Bond 10%  
Performance Bond 100%  
Payment Bond 100%  
Working Days 20

Website: <http://rctlma.org/trans/Contractors-Corner/Notices-Inviting-Bids>

Alternative formats available upon request to individuals with disabilities.

Dated: February 4, 2020

KECIA R. HARPER  
Clerk of the Board of Supervisors  
By: Karen Barton, Deputy Clerk of the Board

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**5B854/DIR REGISTRATION.** Contractors and Subcontractors bidding on a public works project must be registered with the State of California, Department of Industrial Relations. All bidders shall use only registered contractors and subcontractors. No bid will be accepted nor any contract awarded unless the Contractor and all subcontractors are registered with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

**8B44/SUBCONTRACTOR LISTING.** If a bidder submits a bid that includes the name of a subcontractor performing work in amount in excess of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of 1/2 of the bid, the bidder's total bid or \$10,000, whichever is less, then in addition to the subcontractor's name and business address, the subcontractor's State Contractor's License number and DIR registration number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license and registration numbers shall render the bid non-responsive.

**CITY'S RIGHTS RESERVED.** The City reserves the right to reject any or all bids, to waive any irregularity in a bid, and to make awards in the interest of the City. No award may be withdrawn his bid for a period of ninety (90) days after the bid opening. 2/13

**PUBLIC NOTICES • YOUR RIGHT TO KNOW**

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Marshall Eyerman, Assistant City Manager

**AGENDA DATE:** March 17, 2020

**TITLE:** PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #2 TO THE FISCAL YEAR 2019-2020 ACTION PLAN

---

### **RECOMMENDED ACTION**

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

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #2 to the FY 2019-2020 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

### **SUMMARY**

This report recommends that the City Council conduct a Public Hearing to update the FY 2019-2020 Annual Action Plan to change the following to the project funded by the HOME Investment Partnerships Program (HOME):

1. Courtyards at Cottonwood Family Apartments Project.

The amendment to the Action Plan would allocate funding to the Courtyards at Cottonwood Family Apartments project. The pledging of grant dollars will help the City to meet the commitment and expenditure deadlines as imposed by the Department of Housing and Urban Development (HUD). The allocation of these HOME funds will not impact any projects, as previously approved by the City Council.

The staff report was reviewed by the Finance Sub Committee at their February 25, 2020 meeting and recommended to move to City Council for review.

## **DISCUSSION**

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by the Department of Housing and Urban Development (HUD). Federal law requires that in cases where there are substantial changes to an approved Plan that cities notify its citizens of the proposed amendment(s) and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council-approved 'Substantial Amendment(s)' to HUD for final approval.

This staff report requests the City Council approve the proposed substantial amendment and award of funding for the following project:

1. Courtyards at Cottonwood Family Apartments Project.

City staff is proposing to allocate \$1,000,000 in HOME funds for the construction of a gated, affordable residential development on an 8.10-acre site (6.78 net acres) located at the northeast corner of Cottonwood Avenue and Indian Street (APN: 482-161-021) in the City of Moreno Valley, CA. The proposed development consists of eighty (80) plus 1 manager's affordable units within two (2) two-story, 30-unit family buildings with a total of eight (8) 1-bedroom, twenty-four (24) 2-bedroom and twenty-eight (28) 3-bedroom units. The proposed development also includes a one-story, 20-unit senior building with sixteen (16) 1-bedroom and four (4) 2-bedroom units. The proposed project will also include a 4,840 square-foot Community Building with management, leasing, services and maintenance offices, a maintenance garage, computer lab, laundry room and a full kitchen. Site amenities are also proposed to include a community pool, a tot lot, basketball court and a senior vita course. A manager's unit will be located on the second floor of the community building. The proposed development will be an affordable housing project that will be rented to extremely low-income households (up to 30% of median income), and low-income households (up to 60% of median income). All income-restricted units will be at rents that do not exceed affordable rents as defined in the California Health and Safety Code. A portion of the units will be reserved for senior citizen households.

If City Council chooses to approve these projects for HOME funding, it would not only assist the City to meet its upcoming grant commitment deadlines but also its future expenditure deadlines. It should be noted that this project proposes to utilize \$3,500,000 of the City's NSP1 grant monies to leverage funding for this project. This addition of NSP funds shall be proposed separately as under Substantial Amendment No. 3 to the FY 2019-2020 Annual Action Plan.

## **ALTERNATIVES**

**Alternative 1.** Conduct the Public Hearing, adopt Substantial Amendment #2, affecting

HOME, to the FY 2019-2020 Annual Action Plan; and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff recommends this action because it complies with HUD’s substantial amendment requirements, would allow for the City to better meet the commitment goals established for the HOME Program and assist to meet future spend down requirements.*

**Alternative 2:** Decline to adopt Substantial Amendment #2, affecting HOME to the 2019-2020 Annual Action Plan; and not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it does not comply with HUD’s substantial amendment requirements, would not allow for the City to meet its upcoming commitment goals established for the HOME Program and would not assist to meet future spend down requirements.*

**FISCAL IMPACT**

The allocation of the CDBG funds has been made available from the previously approved allocation by the City Council. The allocation of the HOME funds will not impact any projects, as previously approved by the City Council. **This amendment would have no impact on the General Fund.**

The following allocation of grant funds is proposed:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Federal Grant	HOME	2506-99-99-92506-485000	Rev	\$1,082,469	\$1,000,000	\$2,082,469
HOME Programs	HOME	2506-30-36-72657-733102	Exp	\$832,066	\$1,000,000	\$1,832,066

**NOTIFICATION**

Notice of this meeting was published in the Press-Enterprise newspaper on February 13, 2020. The official 30-day public review period occurred from February 13, 2020 to March 17, 2020. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public either in support or opposing the project.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Dena Heald  
Financial Operations Division Manager

Department Head Approval:  
Marshall Eyerman  
Chief Financial Officer

**CITY COUNCIL GOALS**

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



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

**CITY COUNCIL STRATEGIC PRIORITIES**

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

**ATTACHMENTS**

- 1. Press Enterprise Notice - Substantial Amendment #2

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:50 PM
City Attorney Approval	<u>✓ Approved</u>	3/10/20 10:57 AM
City Manager Approval	<u>✓ Approved</u>	3/10/20 11:14 AM





## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** March 17, 2020

**TITLE:** PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

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### **RECOMMENDED ACTION**

#### **Recommend that the City Council:**

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

### **SUMMARY**

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

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

As a condition of approval for development of their project, Brodiaea APG, LLC (the "Property Owner") is required to provide a funding source for the NPDES program and has requested the City conduct a mail ballot proceeding to satisfy the condition of approval. If the Property Owner approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for the project. Tonight's Public Hearing is a required part of the process.

## **DISCUSSION**

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

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

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

<b>Property Owner/ Project</b>	<b>Assessor's Parcel Number</b>	<b>Location</b>	<b>FY 2019/20 Maximum<sup>1</sup> NPDES Commercial/Industrial Rate</b>
Brodiaea APG, LLC 261,807 sq. ft. warehouse PEN17-0143/SBP19-0007	297-170-092	Northwest corner of Brodiaea Ave. and Heacock St.	\$253.34 /parcel

<sup>1</sup>The parcel's development status will be evaluated, and the applied rate calculated in accordance with the rate schedule, prior to levying the NPDES rate on the property tax roll each year.

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

1. Approve the NPDES rate and authorize the City to collect the rate on the annual Riverside County property tax bill through participation in a successful mail ballot proceeding; or
2. Fund an endowment.

The Property Owner elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e., public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for the property was mailed to the Property Owner at least 45-days in advance of tonight's meeting (see Attachment 1). The ballot is due to the City Clerk prior to the close of the Public Hearing. The ballot can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with a property owner's approval of the NPDES mail ballot (i.e., marked yes and signed) and City Council acceptance of the results. In the event the ballot is not returned, is not approved, or is invalid (e.g., unmarked or unsigned), this condition of approval will remain unsatisfied and may delay development of the project. In the event more than one mail ballot proceeding is being conducted tonight, each ballot will be counted separately to determine if a property owner approved inclusion of their respective property in the NPDES funding program.

This action meets the Strategic Plan Priorities to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

### **ALTERNATIVES**

1. Conduct the Public Hearing and upon its close, open, count, and verify the returned ballot and accept the results. *Staff recommends this alternative as it will satisfy the project's condition of approval provided the property owner approves the ballot.*
2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will*

*delay announcement of the ballot results and may delay project development.*

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

### **FISCAL IMPACT**

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

The FY 2019/20 maximum 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 Owner at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, NPDES Commercial/Industrial Rate schedule, map of the project area, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

The Press-Enterprise published the legal notice for tonight's Public Hearing on February 27 and March 5, 2020.

### **PREPARATION OF STAFF REPORT**

Prepared by:  
Candace E. Cassel  
Special Districts Division Manager

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

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. Brodiaea APG, LLC Ballot Documents

**APPROVALS**

Budget Officer Approval	<u>✓ Approved</u>	3/09/20 4:38 PM
City Attorney Approval	<u>✓ Approved</u>	3/05/20 1:33 PM
City Manager Approval	<u>✓ Approved</u>	3/09/20 4:44 PM



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

January 30, 2020

Brodiaea APG, LLC  
 c/o ALERE Property Group  
 100 Bayview Circle, Suite 310  
 Newport Beach, CA 92660  
 ATTN: Clark Neuhoff

**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) 297-170-092**

\*\*\*\*\* 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

Notice of Mail Ballot Proceeding for Brodiaea APG LLC  
January 30, 2020

comply with NPDES Permit requirements and levies the rate applicable for that service, not to 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, March 17, 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.

Notice of Mail Ballot Proceeding for Brodiaea APG LLC  
January 30, 2020

### Effect if the Charge is Not Approved

Not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not** satisfy the Land Development Division's Condition of Approval to provide a funding source for 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](mailto:IsaRo@moval.org) or [SpecialDistricts@moval.org](mailto: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](mailto: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 **March 17, 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

Notice of Mail Ballot Proceeding for Brodiaea APG LLC  
January 30, 2020

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;
-  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)  
297-170-092**

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

**YES\*** — as property owner of the APN 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 APN listed above, **I do not approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. I understand that not approving the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate to fund state and federally mandated NPDES Permit requirements will not satisfy the project's Conditions of Approval. The NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will not be levied on the annual Riverside County property tax bill.

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2019/20 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$253.34
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

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

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on March 17, 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.

**Brodiaea APG LLC  
Brodiaea Commerce Center  
PEN17-0143**

**APN**

 297170092

 Parcels

 City Boundary

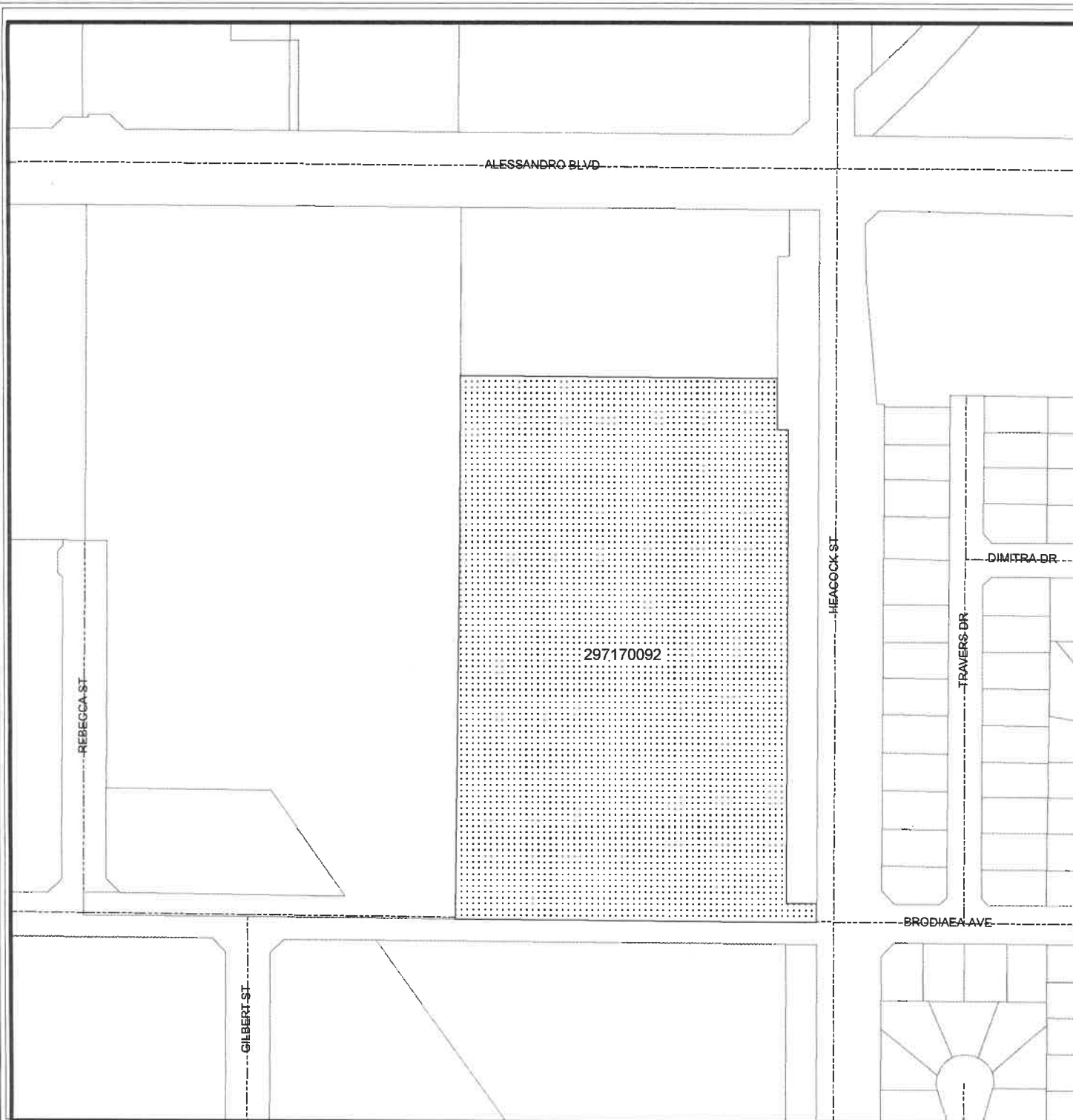
 Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of January 28, 2020.



G:\2019\MXD\PEN170143.mxd

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



Attachment: Brodiaea APG, LLC Ballot Documents (3916 : PUBLIC HEARING FOR ONE NATIONAL

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

LEVEL 1		LEVEL II	
<b>NPDES Administration</b> (Not covered by CSA 152)		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>	
<p>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.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>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.</p>	
<b>FY 2019/20</b>	<b>Annual Rate</b>	<b>FY 2019/20</b>	<b>Annual Rate</b>
<b>Parcel Rate</b>	<b>\$44.30</b>	<b>Parcel Rate</b>	<b>\$209.04</b>
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
<p>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</p>			
<i><u>Inflation Factor Adjustments</u></i>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	

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