

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

MAY 19, 2020

[Pursuant to Governor Executive Order N-29-20]

There Will Not Be a Physical Location for Attending the Meeting

The Public May Observe the Meeting and Offer Public Comment As Follows:

STEP 1

Install the Free Zoom App or Visit the Free Zoom Website at [<https://zoom.us/>](https://zoom.us/)

STEP 2

Get Meeting ID Number and Password by emailing zoom@moval.org or calling (951) 413-3001

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

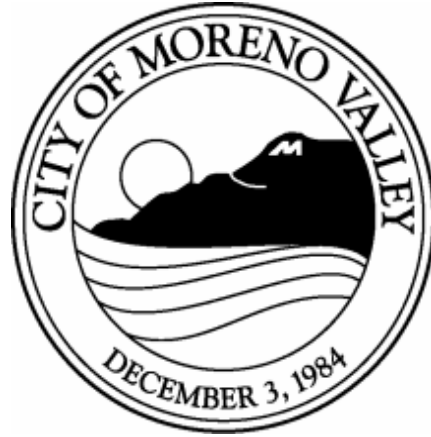
STEP 3

Public Comments May be Made Via Zoom

During the Meeting, the Mayor Will Explain the Process for Submitting Public Comments

ALTERNATIVE

If you do not wish to make public comments, you can view the meeting on Channel MVTV-3, the City's website at www.moval.org or YouTube



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**

May 19, 2020

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Sessions

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

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

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

**AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MAY 19, 2020**

CALL TO ORDER

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
MAY 19, 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.

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS PROCEDURE

Any person wishing to address the Mayor and City Council on any matter, either under the Public Comments section of the Agenda or scheduled items or public hearings, must follow the procedures set forth above and wait to be identified to speak by the Mayor. Members of the public may be limited to three minutes per person or the allowed time set by the Mayor, except for the applicant. The Mayor and City Council may establish an overall time limit for comments on a particular Agenda item. Members of the public must direct their questions to the Mayor and not to other members of the City Council, the applicant, the Staff, or the audience.

JOINT CONSENT CALENDARS (SECTIONS A-E)

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

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 5, 2020 4:30 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 5, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.4. CITY COUNCIL SUMMER MEETINGS SCHEDULE (Report of: City Clerk)

Recommendation:

That the City Council:

1. Set the summer meetings schedule that cancels the July 21st, August 4th, and August 18th regular meetings, and the July 14th and August 11th study sessions.

- A.5. PAYMENT REGISTER - MARCH 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.6. APPROVAL OF POWER PURCHASE AGREEMENT FOR RENEWABLE RESOURCES BETWEEN THE CITY OF MORENO VALLEY (AS BUYER) AND RE GREYSHARK LLC (AS SELLER) (Report of: Financial & Management Services)

Recommendations:

1. Approve the Power Purchase Agreement for Renewable Resources between the City of Moreno Valley (as Buyer) and RE Greysark LLC (as Seller).
2. Authorize the City Manager to execute the Power Purchase Agreement upon review and approval by the City Attorney.

- A.7. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2020, in compliance with the City's Investment Policy.

- A.8. APPROVAL OF RESOLUTION FOR PARTICIPATION IN THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. 2020-xx. A Resolution of the City Council of the City of Moreno Valley, California, participating with the County of Riverside Mortgage Credit Certificate (MCC) Program.

- A.9. APPROVAL OF CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT SERVICES SOFTWARE AND PROFESSIONAL SERVICES (Report of: Financial & Management Services)

Recommendation:

1. Approve an agreement with Truepoint Solutions, LLC for professional services to upgrade and enhance social distancing compliance for Development Services processes and systems for an amount not to exceed \$82,500, and authorize the City Manager, or his designee, to execute the agreement, subject to approval by the City Attorney.

- A.10. APPROVAL OF AGREEMENT WITH ADMINSURE INC. FOR PROFESSIONAL SERVICES FOR THIRD PARTY ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION PROGRAM (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for Professional Services with AdminSure Inc., for the City of Moreno Valley's Worker's Compensation Program administration.
2. Authorize the City Manager to execute any contract extensions for Professional Services with AdminSure Inc. in the form attached hereto.

A.11. APPROVE SECOND AMENDED CONTRACT WITH MIKE LEE (Report of: City Attorney)

Recommendation:

1. Approve the Second Amendment to the Contract with Mike Lee

A.12. ACCEPT ADDITIONAL FUNDING FOR ITS DEPLOYMENT PHASE 1B (PROJECT 808 0015) AND DYNAMIC TRAVELER ALERT MESSAGE BOARDS (PROJECT 808 0016) PROJECTS (Report of: Public Works)

Recommendations:

1. Accept \$54,700 in additional funding from the Congestion Mitigation and Air Quality (CMAQ) Program for the ITS Deployment Phase 1B project (808 0015).
2. Accept \$52,756 in additional funding from the CMAQ program for the Dynamic Traveler Alert Message Boards project (808 0016).
3. Approve the budget amendments as set forth in the Fiscal Impact Section of this report.

A.13. APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2020/21 (RESO NOS. 2020-) (Report of: Public Works)

Recommendations:

1. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2020- , a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 5 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley, adopt Resolution No. 2020-___, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

A.14. APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2020/21 (RESO NOS. 2020-) (Report of: Public Works)

Recommendations:

1. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. As the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance, adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 4-Maintenance of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2020/21, and Calculation Thereof.
3. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 87-1 Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
4. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2020- , with **no applied tax increase** a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
5. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

- A.15. ADOPTION OF AN ORDINANCE TO AMEND MUNICIPAL CODE, TITLE 3 (REVENUE AND FINANCE), CHAPTER 12 (PURCHASING), SECTION 070 (GENERAL PROTEST PROCEDURES) FOR CONTRACTS AND PURCHASE ORDERS (Report of: Public Works)

Recommendation:

1. Adoption of the attached Ordinance No. 2020-___, to update City of Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures for contracts and purchase orders.

- A.16. FORWARD MOVAL SMALL BUSINESS GRANT (Report of: Economic Development)

Recommendations:

1. That the City Council approve the Forward MoVal Small Business Grant Program; and
2. Authorize the Interim City Manager to execute all documents.

- A.17. ADOPTION OF A RESOLUTION TO ESTABLISH THE CITY'S VEHICLE MILES TRAVELED METHODOLOGY AND THRESHOLDS OF SIGNIFICANCE FOR THE PURPOSE OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (Report of: Community Development)

- A. APPROVE Resolution 2020-XX and thereby:

1. CERTIFY that the proposal is not a project under the State California Environmental Quality Act Guidelines section 15378(b)(5) because it involves an administrative activity involving a process and would not result in any direct or indirect environmental impacts; and
2. APPROVE Vehicle Miles Traveled (VMT) establishing the City's Vehicle Miles Travel (VMT) Methodology and Thresholds of Significance for the purpose of analyzing transportation related impacts under the California Environmental Quality Act (CEQA) included as Attachment A.

- B. DIRECT staff to incorporate the VMT Methodology and Thresholds of Significance into the City's Traffic Impact Analysis (TIA) Guidelines effective July 1, 2020.

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 - CLOSED SESSION - MAY 5, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 5, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

- B.4. APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR
COMMUNITY FACILITIES DISTRICT NO. 1 FOR FISCAL YEAR 2020/21
(RESO. NO. CSD 2020-) (Report of: Public Works)

Recommendations:

1. Acting in its capacity as the Board of Directors for the CSD and as the legislative body of Community Facilities District No. 1, adopt Resolution No. CSD 2020- , with **no applied tax increase**, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 1 Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 5, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 5, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 5, 2020 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 5, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - CLOSED SESSION - MAY 5, 2020 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - MAY 5, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

Those wishing to speak should follow the teleconference procedures.

- F.1. PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 FOR FISCAL YEAR 2020/21 (RESO NO. CSD 2020-____) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2020-____, with **no applied assessment increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Final Engineer's Report and Confirming a Diagram and Assessments for Fiscal Year 2020/21 in Connection with Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.

F.2. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES FOR FISCAL YEAR 2020/21 (ZONES A, C, M, AND E) (RESO. NOS. CSD 2020-) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zones A, C, M, and E Moreno Valley Community Services District annual parcel taxes and charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020- with **no applied tax increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Adopt Resolution No. CSD 2020- with **no applied tax increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Tax for Providing Zone C (Arterial Street and Intersection Lighting) Services During Fiscal Year 2020/21, and Calculation Thereof.

4. Adopt Resolution No. CSD 2020- with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Charges for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
5. Adopt Resolution No. CSD 2020- with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Charges for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
6. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for each zone.

F.3. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2020/21 (ZONE S) (RESO. NO. CSD 2020-) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone S Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020- with **no applied rate increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Rate for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate, and is in compliance with the formation documents for Zone S.

F.4. PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2020/21 (ZONE D) (RESO. NO. CSD 2020-) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone D Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020-___ with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Charges for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for Zone D.

F.5. PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM DIAGRAMS AND ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 FOR FISCAL YEAR 2020/21 (RESO. NO. CSD 2020-___) (Report of: Public Works)

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Landscape Maintenance District (LMD) No. 2014-02.
2. Adopt Resolution No. CSD 2020-___, with **no applied assessment rate increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Final Engineer's Report and Confirming Diagrams and Assessments for Fiscal Year 2020/21 and Ordering that Costs for Certain Improvements Shall Be Raised Through Installments Over a Period of Years in Connection with Moreno Valley Community Services District LMD No. 2014-02.
3. Amend the Capital Improvement Plan for LMD No. 2014-02 and authorize the Chief Financial Officer to approve the budget adjustments as set forth in the Fiscal Impact section of this report.

4. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.

F.6. PUBLIC HEARING TO CONTINUE THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2020/2021 ANNUAL RATES (Report of: Public Works)

Recommendations:

1. Conduct a Public Hearing to review and confirm annual regulatory rate schedule for the National Pollutant Discharge Elimination System Program for New Residential, Common Interest, Commercial, Industrial and Quasi-Public Land Uses.
2. Adopt Resolution No. 2020-XX with **no applied rate increase**. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing and Approving the continuation of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New and Existing Residential, Common Interest, Commercial, Industrial, and Quasi-Public Use Development of the County of Riverside Property Tax Roll.
3. Authorize the Chief Financial Officer to adjust the rates levied on the property tax bills in the event there are any parcel changes between the City Council meeting date and the date the fixed charges are submitted to the County of Riverside or other adjustments, provided the applied rate does not exceed the maximum rate, is in compliance with the ballot for each parcel, and is consistent with the adopted budget.

F.7. PUBLIC HEARING FOR UNPAID DELINQUENT NUISANCE ABATEMENTS CHARGES TO DEFER PAYMENTS UNTIL DECEMBER 2020 THROUGH PROPERTY TAX BILL (RESO. NO. 2020-XX) (Report of: Community Development)

Recommendations: That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts;

2. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, confirming Statements of Costs against real properties located in the City of Moreno Valley for the abatements of public nuisances and directing that said Statements of Costs constitute a lien upon said properties;
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2020/2021 Riverside County property tax roll for collection; and
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2020-XX and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code

G. GENERAL BUSINESS - NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

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

ADJOURNMENT

PUBLIC INSPECTION

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

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

CERTIFICATION

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: May 14, 2020

TELECONFERENCED MEETING

[Pursuant to Governor Executive Order N-29-20]

There Will Not Be a Physical Location for Attending the Meeting

The Public May Observe the Meeting and Offer Public Comment As Follows:

STEP 1

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STEP 2

Meeting ID Number: 963-117-7849

STEP 3

Select Audio Source

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

**CLOSED SESSION – 4:30 PM
May 5, 2020**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, and Housing Authority was called to order at 4:41 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

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

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

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

CLOSED SESSION

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

Minutes Acceptance: Minutes of May 5, 2020 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (one case)

2 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Mike Lee, Interim City Manager & Marshall Eyerman, Assistant City Manager Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley City Employees Association (MVCEA)

b) Agency Representative: Mike Lee, Interim City Manager & Marshall Eyerman, Assistant City Manager Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley Management Association (MVMA)

c) Agency Representative: Mike Lee, Interim City Manager & Marshall Eyerman, Assistant City Manager Chief Financial Officer/City Treasurer

Employee Organization: Moreno Valley Confidential Management Employee’s Association (MVCMEA)

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:43 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chamber from their Closed Session at 5:15 p.m.

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

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 5:15 p.m.

Minutes Acceptance: Minutes of May 5, 2020 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

Submitted by:

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

Approved by:

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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
May 5, 2020**

**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
May 5, 2020**

CALL TO ORDER

SPECIAL PRESENTATIONS - NONE

Minutes Acceptance: Minutes of May 5, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**REGULAR MEETING – 6:00 PM
May 5, 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 6:03 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.

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Steve Quintanilla	Interim City Attorney
	Mike Lee	Interim City Manager
	Marshall Eyerman	Assistant City Manager/Chief Financial Officer/City Treasurer
	Michael Wolfe	Interim Assistant City Manager/Director of Public Works/City Engineer
	Manuel Mancha	Community Development Director
	Patti Solano	Parks & Community Services Director
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of May 5, 2020 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

John Salisbury

Police Chief

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA ITEMS

Daryl Terrell

1. Encouraged everyone to practice courage and assured them that they would prevail.

Keri Then

1. Thanked the City for the MoVal Meals program.
2. Reminded Mayor Gutierrez that the upcoming vote for the WLC does not include a development agreement.
3. Concerned with the lack of testing site located in Moreno Valley, the second most populous City in the County.

Robert Then

1. Chided the City Council for their stance on the WLC in light of global warming.

JOINT CONSENT CALENDARS (SECTIONS A-E)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
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 - Closed Session - Apr 21, 2020 4:30 PM

Recommendation: Approve as submitted.

- A.3. City Council - Regular Meeting - Apr 21, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH MARCH 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 March 31, 2020.

- A.5. Submit a letter of support for Assembly Bill 664 which will provide workers' comp protections to first responders for covid-19 related illness (Report of: City Manager)

Recommendation:

1. Submit a letter of support for Assembly Bill 664, which will provide workers' compensation protections to first responders and health care workers for COVID-19-related illness.

- A.6. SECOND READING OF A MUNICIPAL CODE AMENDMENT TO ADD SECTION 9.03.065 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING RESIDENTIAL DENSITY BONUS PROVISIONS TO ENSURE NO NET LOSS IN RESIDENTIAL CAPACITY PURSUANT TO THE PROVISIONS OF SENATE BILL 330. (ORD NO. 965) (Report of: Community Development)

Recommendation:

1. Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance No. 965.

- A.7. APPROVAL OF AN AMENDED SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION, THE MORENO VALLEY MANAGEMENT ASSOCIATION, AND THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES, WITH EXTENSION OF PROVISIONS TO AFFECTED UNREPRESENTED CAREER EMPLOYEES (AGMT. NOS. 2019-256-01, 2019-259-01, and 2019-260-01) (Report of: Financial & Management Services)

Recommendations:

1. Approve the amended successor Memoranda of Understanding between the City of Moreno Valley and the Moreno Valley City Employees Association (MVCEA), the Moreno Valley Management Association (MVMA), and the Moreno Valley Confidential Management Employees (MVCME), effective May 16, 2020.

2. Extend the provisions of these agreements to unrepresented career employees.

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

Recommendation: Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING APR 21, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CITY COUNCIL - CLOSED SESSION APR 21, 2020 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING APR 21, 2020 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - CLOSED SESSION APR 21, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING APR 21, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - CLOSED SESSION APR 21, 2020 4:30 PM
(See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING APR 21, 2020 6:00 PM
(See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

- F.1. PUBLIC HEARING TO ADOPT THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2020/21 (Report of: Financial & Management Services)

Assistant City Manager Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 6:17 p.m.

Jessica Muñoz thanked the City for their partnership and requested that they follow the recommendations to include Voices for Children in their plan for continued funding.

There being no further comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 6:20 p.m.

Recommendations: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) to

allow the public an opportunity to comment on the 2020/21 Annual Action Plan (AAP).

2. Approve the 2020/21 Annual Action Plan as an application to the U.S. Department of Housing and Urban Development (HUD) for funding under the federal CDBG, HOME, and ESG programs with Council amendments, if any.
3. Adopt the 2020/21 Annual Action Plan.

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

G. GENERAL BUSINESS - NONE

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

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

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

Mayor Pro Tem Baca reported the following:

Item covered at the WRCOG Executive Committee meeting on May 4, 2020 is as follows:

- All of the 2020 TUMF Zone 5-Year Transportation Improvement Programs (TIP) were approved. Moreno Valley is part of the Central TUMF Zone.

- A summary was provided which mentioned the upcoming review and adoption of the proposed Final Connect SoCal Plan scheduled for the Southern California Association of Governments (SCAG) Regional Council meeting on Thursday, May 7th.

Mayor Gutierrez noted that the items approved on the Consent Calendar included a letter of support for Assembly Bill 664, and amended agreements with City staff. He thanked staff for agreeing to the concessions, which will help close the budget deficit.

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

Announced that the Riverside County Board of Supervisors were meeting to consider easing some of the restrictions imposed by the County Public Health Officer. Reported that Governor Newsom was contemplating a four stage plan for reopening the economy. Noted that local municipalities must decide whether to enforce County discretionary orders and they have the authority to impose stricter regulations.

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

Congratulated the City on the approval of the master plan for Kaiser hospital. On behalf of the E-Team and the City employees, he wished Mayor Gutierrez a happy birthday.

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. Reminded residents that the Employment Resource Center is still open.
2. Commended her colleagues and the staff for continuing the MoVal Meals program.
3. Remarkd that balance must be adopted when considering future orders that restrict civil liberties.
4. Encouraged residents to write their state legislators regarding the future of the State and the local economy.

Mayor Gutierrez pointed out the fact that the stay at home orders are issued by Governor Newsom and any concerns should be directed to his office.

Council Member Marquez

1. Praised staff for their work during these trying times.
2. Thanked the employee unions for approving the amended MOUs.
3. Commended the non-profit groups for assisting those in need.
4. Encouraged residents to wear a mask and to practice social distancing when venturing outside their homes.
5. Reiterated the fact that Governor Newsom mandates the business closures during the pandemic.
6. Wished Mayor Gutierrez a happy birthday and urged residents to stay safe.

Council Member Cabrera

1. Mentioned that May 1st was International Worker's Day. Thanked all employees across all industries, including essential workers.
2. Remarked that the Riverside Workforce Development Division is offering up to \$800 to eligible unemployed residents.
3. Directed essential workers in need of child care to www.childcare.ca.gov.
4. Acknowledged Sandals Moreno Valley for hosting a moment of recognition for the healthcare workers at Kaiser.
5. Commented that the pandemic has laid bare the Country's supply chain shortfalls and how the City can capitalize on them.
6. Wished Mayor Gutierrez a happy early birthday.
7. Asked that the "M" be lit in recognition of all of the recent high school and college graduates.

Mayor Pro Tem Baca

1. Thanked Council Members Thornton and Cabrera for their comments.
2. Announced that the "M" would be lit in green in honor of teacher appreciation week.
3. Thanked public service employees and remarked that the "M" would be lit in blue in their honor.
4. Persuaded all residents to follow all the County Public Health Officer's social distancing requirements.
5. Expressed her pride in the success of the MoVal Meals program.
6. Urged residents to take advantage of the programs offered by the Salvation Army.
7. Asked Mayor Gutierrez if a plan is in place to provide cooling centers for senior citizens.
8. Wished Mayor Gutierrez a happy birthday.

Mayor Gutierrez

1. With the eased restrictions from the County, he stated that the City Golf Course will serve as a cooling center in addition to the Senior Center.
2. Although ICU rates are falling, he reminded everyone of the importance of social distancing.
3. Expressed how important the lighting of the "M" is to him.

4. Wished a happy mother's day to all the mothers residing in the City.
5. Praised the E-Team for their leadership.
6. Remarked that last week a meeting of the Disaster Council was convened.
7. Announced that a virtual Q and A would take place on May 6th.
8. Encouraged residents facing difficulty obtaining unemployment benefits or small business assistance to reach out to the City Council members.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:51 p.m.

Submitted by:

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

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: May 19, 2020

TITLE: CITY COUNCIL SUMMER MEETINGS SCHEDULE

RECOMMENDED ACTION

Recommendation:

That the City Council:

1. Set the summer meetings schedule that cancels the July 21st August 4th and August 18th regular meetings, and the July 14th and August 11th study sessions.

SUMMARY

During the summer months, the City Council has gone dark from July through mid-August, and the meetings during this period have been cancelled. If Council were to begin its summer schedule following the July 7th regular meeting and return for the September 1st regular meeting, three regular meetings (July 21st August 4th and August 18th) and two study sessions (July 14th and August 11th) would be cancelled.

A calendar of meetings currently scheduled in July, August, and September is attached for your reference.

ALTERNATIVES

1. Cancel three regular meetings and two study sessions between July 8, 2020 and August 31, 2020. *Staff recommends this option*
2. Or set an alternate schedule.

FISCAL IMPACT

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. 2020 Calendar

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/11/20 5:44 PM
City Attorney Approval	<u>✓ Approved</u>	5/12/20 9:45 AM
City Manager Approval	<u>✓ Approved</u>	5/12/20 10:02 AM

2020 City of Moreno Valley

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



Council Meeting



Study Session



Holiday



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: PAYMENT REGISTER - MARCH 2020

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
Deputy Finance Director

Department Head Approval:
Marshall Eyerman
Assistant City Manager
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. March 2020 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/29/20 1:27 PM
City Attorney Approval	<u>✓ Approved</u>	4/30/20 9:34 AM
City Manager Approval	<u>✓ Approved</u>	4/30/20 9:36 AM



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
AAC UTILITY PARTNERS, LLC	238851	03/09/2020	MVUS200227	CONSULTING SVCS-MV UTILITY	\$52,400.00
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$52,400.00
ABV GREENCORE ASSOCIATES, INC.	238976	03/30/2020	2081	LED READER BOARD INSTALLATION	\$36,022.87
Remit to: CAMARILLO, CA					<u>FYTD:</u> \$36,022.87
ALFARO COMMUNICATIONS CONSTRUCTION, INC.	27455	03/23/2020	3	ALESSANDRO BLVD/GRANT ST TRAFFIC SIGNAL & STREET IMPROVEMENT CONSTRUCTION	\$193,270.18
Remit to: COMPTON, CA					<u>FYTD:</u> \$498,260.09
BMW MOTORCYCLES OF RIVERSIDE	27244	03/02/2020	6023806	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$127,890.86
		03/02/2020	6023810	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	C18802	TRAFFIC MOTORCYCLES (4)	
		03/02/2020	6023808	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023807	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023809	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023758	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023708	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023676	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/02/2020	6023466	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
03/02/2020	6022707	MAINT & REPAIRS-TRAFFIC MOTORCYCLE			
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$260,799.95

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
BRIGHTVIEW LANDSCAPE SERVICES, INC.	27505	03/30/2020	6717010	LANDSCAPE MAINT-ZONE D	\$150,496.54
		03/30/2020	6717012	LANDSCAPE MAINT-ZONE M	
Remit to: PASADENA, CA					FYTD: \$342,349.31
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	27399	03/16/2020	58266	RESOURCE ADEQUACY-FEB 2020/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$210,800.00
CHARLES ABBOTT ASSOCIATES, INC	27319	03/09/2020	60661	PLAN CHECK CONSULTING SVCS-HF CORPORATE PARK PHASE 2	\$29,315.50
		03/09/2020	60662	CONSULTING SVCS-NPDES/SWMP-JAN 2020	
		03/09/2020	60660	PLAN CHECK CONSULTING SVCS-HF CORPORATE PARK PHASE 2	
		03/09/2020	60659	PLAN CHECK CONSULTING SVS-ENCROACHMENT PERMITS	
Remit to: MISSION VIEJO, CA					FYTD: \$248,369.00
COUNTY OF RIVERSIDE SHERIFF	27249	03/02/2020	SH0000036820	CONTRACT LAW ENFORCEMENT BILLING #6 (11/07/19-12/04/19)	\$3,116,227.72
	27508	03/30/2020	SH0000036905	SART EXAM REIMBURSEMENT	\$3,148,370.81
		03/30/2020	SH0000036913	CONTRACT LAW ENFORCEMENT BILLING #7 (12/05/19-1/01/20)	
Remit to: RIVERSIDE, CA					FYTD: \$29,756,271.91
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	238828	03/09/2020	JAN-2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$29,173.24
	238906	03/23/2020	FEB-2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$42,409.28
Remit to: RIVERSIDE, CA					FYTD: \$397,337.33

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020

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>
COVINGTON & BURLING LLP	238852	03/09/2020	60876285	LEGAL SERVICES	\$42,572.50
		03/09/2020	60883649	LEGAL SERVICES	
		03/09/2020	60878704	LEGAL SERVICES	
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$42,572.50
CSG CONSULTANTS, INC.	27404	03/16/2020	B191333	PLAN CHECK SVCS-OCT 2019	\$60,578.37
		03/16/2020	B191045-REV.1	PLAN CHECK SVCS-AUG 2019	
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$117,390.87
DATA TICKET, INC.	27510	03/30/2020	111361	ADMINISTRATIVE CITATIONS-CODE-FEB 2020	\$31,683.10
		03/30/2020	110831HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-FEB 2020	
		03/30/2020	110831	PARKING CITATION PROCESSING-CODE-FEB 2020	
		03/30/2020	111362	ADMINISTRATIVE CITATIONS-PD-FEB 2020	
Remit to: IRVINE, CA					<u>FYTD:</u> \$220,869.68
DECKERS OUTDOOR CORPORATION	27462	03/23/2020	QTR ENDING DEC19	SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$117,815.40
Remit to: GOLETA, CA					<u>FYTD:</u> \$175,038.20
DYETT & BHATIA URBAN AND REGIONAL PLANNERS	238974	03/23/2020	19-572-02	GENERAL PLAN UPDATE AND EIR CONSULTING 12/1-12/30/19	\$73,941.98
Remit to: OAKLAND, CA					<u>FYTD:</u> \$115,660.10

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
EASTERN MUNICIPAL WATER DISTRICT	238785	03/02/2020	FEB-20 3/02/20	WATER CHARGES	\$120,806.92
		03/02/2020	JAN-20 3/02/20	WATER CHARGES	
	238907	03/23/2020	FEB-20 3/23/20	WATER CHARGES	\$75,999.33
		03/23/2020	MAR-20 3/23/20	WATER CHARGES	
	238982	03/30/2020	FEB-20 3/30/20	WATER CHARGES	\$26,216.41
		03/30/2020	MAR-20 3/30/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$1,655,981.94
ENCO UTILITY SERVICES MORENO VALLEY LLC	27334	03/09/2020	0402-MF-02367	SOLAR SYSTEM INSPECTION	\$313,493.13
		03/09/2020	MVU-2020-43894	DISTRIBUTION CHARGES 1/20-2/21/20	
		03/09/2020	MFP-2020-43894	METER FEES-REGULAR	
	27463	03/23/2020	C20-02	IRIS AVE-VEHICLE HIT STREETLIGHT	\$39,333.83
		03/23/2020	C20-01	IRIS AVE-VEHICLE HIT STREETLIGHT	
		03/23/2020	40-501-2002	MVU CONTRACT-40-501-ACQUIRED SCE STREETLIGHTS MAINT	
		03/23/2020	40-429B-03A	WA# 40-429B-MORENO VALLEY SELF STORAGE	
		03/23/2020	0402-MF-02369	SOLAR SYSTEM INSPECTION	
		03/23/2020	C20-05	IRIS AVE-VEHICLE HIT STREETLIGHT	
		03/23/2020	C20-04	HEACOCK ST-VEHICLE HIT STREETLIGHT	
Remit to: ANAHEIM, CA					FYTD: \$4,269,457.21
EXELON GENERATION COMPANY, LLC	27337	03/09/2020	MVEU-00089A	POWER PURCHASE 2/1-2/29/20	\$318,959.20
Remit to: BALTIMORE, MD					FYTD: \$5,274,821.84

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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>
HOT LINE CONSTRUCTION, INC	27346	03/09/2020	87144	DAY STREET LINE EXTENSION PROJECT-PAY APPLICATION #1	\$564,032.00
Remit to: IRVING, TX					FYTD: \$1,376,383.36
LEAGUE OF CALIFORNIA CITIES- RIVERSIDE COUNTY DIVISION	238985	03/30/2020	628315	MEMBERSHIP DUES FOR CALENDER YEAR 2020	\$37,219.00
Remit to: SACRAMENTO, CA					FYTD: \$38,394.00
LIBRARY SYSTEMS & SERVICES, LLC	27360	03/09/2020	INV2805	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-MAR 2020	\$157,897.90
Remit to: ROCKVILLE, MD					FYTD: \$1,421,081.10
MERCHANTS BUILDING MAINTENANCE, LLC.	27423	03/16/2020	569382	JANITORIAL SERVICES-FEB. 2020	\$37,176.18
		03/16/2020	569645	SPECIAL CLEANINGS FOR JAN 2020 EVENT RENTALS-CONF. & REC. CENTER	
		03/16/2020	569647	SPECIAL CLEANINGS FOR JAN 2020 EVENT RENTALS-TOWNGATE COMM. CTR.	
Remit to: MONTEREY PARK, CA					FYTD: \$304,466.04
MERCHANTS LANDSCAPE SERVICES INC	27475	03/23/2020	55577 -1	LANDSCAPE EXTRA WORK-JAN20-ZONE 07/INSTALL PLANT MATERIAL	\$33,186.94
		03/23/2020	55634	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07- FEB20	
Remit to: MONTEREY PARK, CA					FYTD: \$460,010.43

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



City of Moreno Valley
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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>
MORENO GILMAN 650 LLC	238814	03/02/2020	P07-166	REFUND DEPOSIT-P07-166 ENVIRONMENTAL IMPACT REPORT- QUAIL RANCH	\$25,221.93
Remit to: PALM SPRINGS, CA					<u>FYTD:</u> \$25,221.93
MORENO VALLEY UTILITY	238866	03/16/2020	MAR-20 3/16/20	ELECTRICITY CHARGES	\$65,127.24
Remit to: HEMET, CA					<u>FYTD:</u> \$807,702.82
NEXTERA ENERGY	238913	03/23/2020	555048	RENEWABLE ENERGY-MV UTILITY-FEB 2020	\$51,744.18
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$316,629.12
NPG CORPORATION	27271	03/02/2020	1118582	LIBRARY PARKING LOT ADA IMPROVEMENTS PROJECT	\$55,670.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$93,609.00
ONYX PAVING COMPANY, INC	27371	03/09/2020	20.050R	PAVEMENT REHAB FOR VARIOUS STREETS CDBG FY19/20	\$424,118.11
	27479	03/23/2020	20.101	PAVEMENT REHAB FOR VARIOUS STREETS CDBG FY19/20	\$187,123.99
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,372,783.93
RE ASTORIA 2 LLC	27521	03/30/2020	00042	RENEWABLE ENERGY-MV UTILITY-FEB. 2020	\$26,604.28
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$344,857.11

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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>
SALVATION ARMY	27279	03/02/2020	10/AUG19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM (CREDIT APPLIED)	\$26,734.83
		03/02/2020	9 /JUL19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM (CREDIT APPLIED)	
		03/02/2020	11/SEP19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
		03/02/2020	13/NOV19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
		03/02/2020	15/JAN20_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
		03/02/2020	14/DEC19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
		03/02/2020	12/OCT19_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82,591.09
SMART ENERGY WATER	27526	03/30/2020	2913	MODIFICATION OF MOBILE APPLICATION - MV UTILITY	\$28,000.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$28,000.00

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



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SOUTHERN CALIFORNIA EDISON	238870	03/16/2020	729-6522/FEB-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	\$87,380.89
		03/16/2020	FEB-20 3/16/20	ELECTRICITY CHARGES	
		03/16/2020	717-8027/FEB-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		03/16/2020	717-7516/FEB-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		03/16/2020	717-8456/FEB-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		03/16/2020	587-9520/FEB-20	ELECTRICITY-FERC CHARGES/MVU	
		03/16/2020	026-1608/FEB-20	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
		03/16/2020	721-3449/FEB-20	IFA CHARGES-SUBSTATION	
	238871	03/16/2020	707-6081/FEB-20	ELECTRICITY CHARGES	\$43,251.41
		03/16/2020	7501127851	WDAT CHARGES-MVU/IRIS AVE.-JAN 2020	
		03/16/2020	7501127855	WDAT CHARGES-MVU/FREDERICK ST.-JAN 2020	
		03/16/2020	7501127859	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JAN 2020	
		03/16/2020	7501127854	WDAT CHARGES-MVU/NANDINA AVE.-JAN 2020	
		03/16/2020	7501127833	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JAN 2020	
		03/16/2020	7501128347	RELIABILITY SERVICE-DLAP_SCE-TS10-NOV19	
		03/16/2020	7501127853	WDAT CHARGES-MVU/GLOBE ST.-JAN 2020	
		03/16/2020	7501127852	WDAT CHARGES-MVU/GRAHAM ST.-JAN 2020	
		03/16/2020	7501127856	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JAN 2020	
	238918	03/23/2020	FEB-20 3/23/20	ELECTRICITY CHARGES	\$27,462.05

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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>
SOUTHERN CALIFORNIA EDISON	238991	03/30/2020	7501131123	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-FEB 2020	\$43,090.48
		03/30/2020	7501131141	WDAT CHARGES-MVU/IRIS AVE.-FEB 2020	
		03/30/2020	7501131142	WDAT CHARGES-MVU/GRAHAM ST.-FEB 2020	
		03/30/2020	7501131143	WDAT CHARGES-MVU/GLOBE ST.-FEB 2020	
		03/30/2020	7501131144	WDAT CHARGES-MVU/NANDINA AVE.-FEB 2020	
		03/30/2020	7501131145	WDAT CHARGES-MVU/FREDERICK AVE.-FEB 2020	
		03/30/2020	7501131146	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-FEB 2020	
		03/30/2020	7501131149	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-FEB 2020	

Remit to: ROSEMEAD, CA FYTD: \$1,922,728.91

TENASKA ENERGY, INC	27284	03/02/2020	MOREN0020200224	ELECTRICITY POWER PURCHASE-MV UTILITY	\$476,421.38
	27486	03/23/2020	MOREN0027230026	RENEWABLE ENERGY-GEOTHERMAL-MV UTILITY	\$38,020.50
	27528	03/30/2020	MOREN0020200323	ELECTRICITY POWER PURCHASE-MV UTILITY	\$394,014.81

Remit to: ARLINGTON, TX FYTD: \$5,327,313.60

THE ADVANTAGE GROUP/ FLEX ADVANTAGE	27285	03/02/2020	202003	MARCH 2020 RETIREE MEDICAL BENEFIT BILLING	\$46,964.42
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Remit to: TEMECULA, CA FYTD: \$437,632.67

THINK TOGETHER, INC	27286	03/02/2020	111-19/20-8	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #8	\$596,579.24
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Remit to: SANTA ANA, CA FYTD: \$4,892,265.32

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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>
TR DESIGN GROUP, INC.	27441	03/16/2020	4338	ARCHITECTURAL DESIGN SERVICES FOR IRIS LIBRARY BRANCH PROJECT	\$40,445.90
		03/16/2020	4352	ARCHITECTURAL DESIGN SERVICES FOR IRIS LIBRARY BRANCH PROJECT	
Remit to: RIVERSIDE, CA					FYTD: \$44,885.90
U.S. BANK/CALCARDS	27383	03/09/2020	02-27-20	FEB. 2020 CALCARD ACTIVITY	\$264,482.52
	27532	03/30/2020	03-27-20	MAR. 2020 CALCARD ACTIVITY	\$371,259.39
Remit to: ST. LOUIS, MO					FYTD: \$2,612,512.34
WAREHOUSE CAPITAL GROUP, LLC	238849	03/09/2020	119346	REFUND DEPOSIT-PA11-0043-EXCLUSIVE TOWING YARD	\$32,000.00
Remit to: CHINO HILLS, CA					FYTD: \$89,600.00
WEST COAST ARBORISTS, INC.	27385	03/09/2020	157231	TREE TRIMMING/REMOVAL SERVICES - ZONE D	\$38,593.60
		03/09/2020	157243	TREE REMOVAL SERVICES - ZONE 01A	
		03/09/2020	157242	TREE TRIMMING/REMOVAL SERVICES - ZONE 03	
		03/09/2020	157230	TREE TRIMMING/REMOVAL SERVICES - ZONE M	
Remit to: ANAHEIM, CA					FYTD: \$211,697.04
WILLDAN FINANCIAL SERVICES	27447	03/16/2020	010-44069	GRANT ADMINISTRATION SERVICES-FEB. 2020	\$27,944.76
Remit to: TEMECULA, CA					FYTD: \$240,833.00
WRCRCA	238877	03/16/2020	FEB-2020 MSHCP	MSHCP FEES COLLECTED FOR FEB. 2020-RESIDENTIAL & COMMERCIAL/INDUSTRIAL	\$135,091.04
Remit to: RIVERSIDE, CA					FYTD: \$964,584.02

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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>
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TOTAL AMOUNTS OF \$25,000 OR GREATER					\$12,635,236.14
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City of Moreno Valley
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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>
2018-2 I H BORROWER, L.P.	238998	03/30/2020	BL#34691- YR2020	REFUND/OVER PAYMENT FOR BL#34691	\$65.00
Remit to: SCOTTSDALE, AZ					<u>FYTD:</u> \$65.00
ABILITY COUNTS, INC	27300	03/09/2020	ACI115378	LANDSCAPE MAINT-CFD #1-JAN 2020	\$4,130.00
		03/09/2020	ACI115300	LANDSCAPE MAINT-CFD #1-DEC 2019	
Remit to: CORONA, CA					<u>FYTD:</u> \$18,585.00
ADLERHORST INTERNATIONAL LLC	27301	03/09/2020	104455	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) FEB 2020	\$525.00
	27395	03/16/2020	104487	MISC SUPPLIES FOR K-9 HERBIE	\$26.94
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$10,154.49
ADMAIL EXPRESS INC.	238821	03/04/2020	49707	PRINTING & MAILER SERVICES FOR MV MAILER JOB 1	\$16,940.18
Remit to: HAYWARD, CA					<u>FYTD:</u> \$16,940.18
ADMINSURE	27452	03/23/2020	13148	WORKERS' COMP CLAIM ADMIN-APRIL 2020	\$2,241.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$22,410.00

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ADVANCE REFRIGERATION & ICE SYSTEMS, INC	27240	03/02/2020	47213	ICE MACHINE MAINT & WATER FILTER - EOC	\$1,926.04
		03/02/2020	47207	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 58	
		03/02/2020	47220	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 6	
		03/02/2020	47219	ICE MACHINE MAINT & WATER FILTER - TOWNGATE	
		03/02/2020	47214	ICE MACHINE MAINT & WATER FILTER - COTTONWOOD	
		03/02/2020	47212	ICE MACHINE MAINT & WATER FILTER - CRC	
		03/02/2020	47218	ICE MACHINE MAINT & WATER FILTER - PSB	
	27453	03/23/2020	47580	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 48	\$3,036.90
		03/23/2020	47231	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 99	
		03/23/2020	47227	ICE MACHINE MAINT & WATER FILTER-CORPORATE YARD	
		03/23/2020	47234	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 2	
		03/23/2020	47233	ICE MACHINE MAINT & WATER FILTER-SENIOR CTR	
		03/23/2020	47232	ICE MACHINE REPAIR-FIRE STATION 99	
		03/23/2020	47229	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 65	
	03/23/2020	47228	ICE MACHINE MAINT & WATER FILTER-FIRE STATION 91		
Remit to: RIVERSIDE, CA					FYTD: \$14,992.06
ADVANCED ELECTRIC INC.	27302	03/09/2020	12632	ELECTRICAL REPAIRS-CITY HALL	\$256.00
	27454	03/23/2020	12639	ELECTRICAL WORK-PUBLIC SAFETY BUILDING	\$144.00
Remit to: MORENO VALLEY, CA					FYTD: \$400.00
AEI-CASC ENGINEERING	27303	03/09/2020	0041813	PLAN CHECK SVCS-PWQMP	\$690.00
Remit to: COLTON, CA					FYTD: \$26,025.75
AESI-US, INC.	27304	03/09/2020	2226-02-20	CYBER SECURITY ASSESSMENT	\$9,591.91
Remit to: TUCKER, GA					FYTD: \$24,047.58

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ALBERT LEE AND PEARL LEE	238999	03/30/2020	BL#24323- YR2020	REFUND/OVER PAYMENT FOR BL#24323	\$99.99
Remit to: PASADENA, CA					<u>FYTD:</u> \$99.99
ALDI	238807	03/02/2020	P13-140	REFUND DEPOSIT-P13-14 ALDI MITIGATION MONITORING PROGRAM	\$2,902.68
Remit to: SAXONBURG, PA					<u>FYTD:</u> \$2,902.68
ALDI, INC.	238840	03/09/2020	MVU 014047-01	SOLAR PBI INCENTIVE REBATE	\$13,509.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$132,193.44
ALEX ORELLANA	27305	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ALFARO REYES, MIGUEL ANGEL	239000	03/30/2020	MVA020031535	REFUND- PARKING CONTROL FEES OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50
ALLEN, THEODORE	238803	03/02/2020	3/10 - 3/13/20	TRAVEL PER DIEM-CSAIA 2020 SPRING TRAINING CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$545.50
ALLIED STORAGE CONTAINERS	238977	03/30/2020	R20033090	20' STORAGE BIN RENTAL 3/1-3/31/20	\$70.04
Remit to: COLTON, CA					<u>FYTD:</u> \$630.36
AL-SAADON, MARYANN	238925	03/23/2020	2001258.047	SENIOR CTR. RENTAL REFUND	\$309.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$309.30
AM CONSERVATION GROUP INC	238855	03/16/2020	INV0404713	LED SENSOR NIGHTLIGHT W/LOGO-MV UTILITIES	\$1,476.18
Remit to: CHICAGO, IL					<u>FYTD:</u> \$4,304.63

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AMERICAN FORENSIC NURSES	27241	03/02/2020	73071	PHLEBOTOMY SVCS	\$1,930.00
		03/02/2020	73087	PHLEBOTOMY SVCS	
	27396	03/16/2020	73132	PHLEBOTOMY SVCS	\$1,105.00
	27501	03/30/2020	73152	PHLEBOTOMY SVCS	\$2,015.00
		03/30/2020	73215	PHLEBOTOMY SVCS	
		03/30/2020	72819	PHLEBOTOMY SVCS	
		03/30/2020	73225	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					<u>FYTD:</u> \$20,170.00
AMERICAN PUBLIC POWER ASSOCIATION	238856	03/16/2020	342274	ANNUAL MEMBERSHIP DUES 5/1/20-4/30/21	\$10,310.67
Remit to: BOSTON, MA					<u>FYTD:</u> \$10,310.67
ANDERSON FAMILY DAY CARE	239001	03/30/2020	BL#00453- YR2020	REFUND/OVER PAYMENT FOR BL#00453	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
ANGEL BOBBITT	27306	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,500.00
ANGELA B. WILLIAMS	27307	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ANGELA'S NAILS & SPA	239002	03/30/2020	BL#36463-YR2020	REFUND/OVER PAYMENT FOR BL#36463	\$90.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$90.00
ANIMAL EMERGENCY CLINIC, INC.	27456	03/23/2020	FEB 2020	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$340.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$4,887.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ANNEALTA GROUP	238824	03/09/2020	1637	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$614.25
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$102,275.39
ANTHONY ALFARO	27308	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ARCHITERRA DESIGN GROUP	27242	03/02/2020	26751	CONCEPTUAL DESIGN OF AMPHITHEATER 12/25/19-1/24/20	\$18,902.57
		03/02/2020	26750	MV AMPHITHEATER-EXTRA SERVICE 10/19/19	
		03/02/2020	26748	COMMUNITY DEMO GARDEN	
	27502	03/30/2020	26808	CONCEPTUAL DESIGN OF AMPHITHEATER 1/25-2/24/20	\$1,923.55
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$277,013.67
AREA DEVELOPMENT MAGAZINE - CONSULTANTS FORUM	27243	03/02/2020	13417	1/2 PAGE ADVERTISEMENT-Q4 ISSUE 2019	\$4,500.00
Remit to: WESTBURY, NY					<u>FYTD:</u> \$4,500.00
ATHLETIC FC SOCCER CLUB	238926	03/23/2020	2001252.047	REFUND-MV COMMUNITY PARK FIELD #3 RESERVATION	\$84.00
Remit to: BANNING, CA					<u>FYTD:</u> \$84.00
ATKINSON, ADELSON, LOYA, RUUD, ROMO	239003	03/30/2020	BL#35184-YR2020	REFUND/OVER PAYMENT FOR BL#35184	\$79.57
Remit to: CERRITOS, CA					<u>FYTD:</u> \$79.57

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AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	238825	03/09/2020	0030949	SLIDING GLASS DOOR REPAIR-CONF. & REC CTR	\$1,056.00
		03/09/2020	0030948	SLIDING GLASS DOOR REPAIR-SENIOR CENTER	
		03/09/2020	0030947	SLIDING GLASS DOOR REPAIR-LIBRARY	
	238903	03/23/2020	0030953	SLIDING GLASS DOOR PREV MAINT-PUBLIC SAFETY BUILDING	\$2,936.16
		03/23/2020	0030954	SLIDING GLASS DOOR PREV MAINT-CITY HALL	
		03/23/2020	0030963	SLIDING GLASS DOOR REPAIR-ANIMAL SHELTER	
		03/23/2020	0030957	SLIDING GLASS DOOR REPAIR-LIBRARY	
Remit to: CHINO, CA					FYTD: \$34,911.18
AVANT GARDE	27397	03/16/2020	6008	CDBG HABITAT FOR HUMANITY-FEB 2020	\$1,015.00
		03/16/2020	6007	HOME HABITAT FOR HUMANITY-FEB 2020	
		03/16/2020	6009	HOME PROGRAM MANAGEMENT-FEB 2020	
Remit to: POMONA, CA					FYTD: \$11,642.50
BERGELECTRIC CORP	239004	03/30/2020	BL#12030- YR2020	REFUND/OVER PAYMENT FOR BL#12030	\$4,585.00
Remit to: CARLSBAD, CA					FYTD: \$4,585.00
BEST PLUMBING SERVICES, INC.	27309	03/09/2020	13205	EMERGENCY PLUMBING REPAIRS - LIBRARY	\$21,700.00
Remit to: RIVERSIDE, CA					FYTD: \$21,700.00
BIG #6 FOOD MART	239005	03/30/2020	BL#13359- YR2020	REFUND/OVER PAYMENT FOR BL#13359	\$148.00
Remit to: MORENO VALLEY, CA					FYTD: \$148.00
BIO-TOX LABORATORIES	238978	03/30/2020	39467	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$5,535.00
		03/30/2020	39539	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		03/30/2020	39466	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$49,496.00

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BIRD, JAMIE	27310	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
BLINDS 4 LESS	239006	03/30/2020	BL#00894- YR2020	REFUND/OVER PAYMENT FOR BL#00894	\$61.15
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61.15
BLOOM, DOUGLAS C.	27311	03/09/2020	3/8 - 3/13/20	TRAVEL PER DIEM & MILEAGE-CALIF. FIRE PREVENTION INSTITUTE	\$564.15
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$830.15
BLUECOSMO	27503	03/30/2020	BU01203979	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
	238819	03/02/2020	BU01196868	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$3,858.00
BMW MOTORCYCLES OF RIVERSIDE	27312	03/09/2020	6023869	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$999.76
		03/09/2020	6023917	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	27398	03/16/2020	6023966	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$510.28
		03/16/2020	6024009	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	27504	03/30/2020	6024003	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$2,871.54
		03/30/2020	6024020	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/30/2020	6024108	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		03/30/2020	6023946	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$260,799.95
BOB MURRAY & ASSOCIATES	238826	03/09/2020	8489	EXECUTIVE SEARCH-MVU CHIEF ENGINEER	\$1,000.00
	238857	03/16/2020	8490	EXECUTIVE SEARCH-CDD DIRECTOR	\$6,324.41
		03/16/2020	8488	EXECUTIVE SEARCH-CODE/NEIGHBORHOOD SVCS DIVISION MGR	
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$64,955.62

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BONNIE L. GALLOWAY	27313	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
BOSCO LEGAL SERVICE, INC.	27245	03/02/2020	STMT119998	LEGAL COURIER SVCS 1/10-1/31/20	\$579.65
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,008.05

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BOX SPRINGS MUTUAL WATER COMPANY	238823	03/05/2020	36-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$328.00
		03/05/2020	195-5 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	189-13 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	1088-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	1087-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	1084-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	1085-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	80-4 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	45-4 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	331-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	1086-1 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		03/05/2020	204-9 2/25/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		238858	03/16/2020	721-1 2/25/20	WATER USAGE-TOWNGATE FEB 2020
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,829.72
BRAD ALMS LANDSCAPING	239007	03/30/2020	BL#09207- YR2020	REFUND/OVER PAYMENT FOR BL#09207	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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BRAUN BLAISING SMITH WYNNE, P.C.	238979	03/30/2020	18787	LEGAL SERVICES-MV UTILITY-FEB 2020	\$319.79
Remit to: SACRAMENTO, CA					FYTD: \$8,620.58
BRIDGEPAY NETWORK SOLUTIONS	27314	03/09/2020	5221	CREDIT CARD GATEWAY SVCS-FEB 2020	\$44.20
Remit to: ALTAMONTE SPRINGS, FL					FYTD: \$313.20
BRON INC.	238808	03/02/2020	REFUND	REFUND-OVERPAYMENT OF FORECLOSURE	\$400.00
Remit to: TEMECULA, CA					FYTD: \$400.00
BROOKS FAMILY DAYCARE	239008	03/30/2020	BL#32092- YR2020	REFUND/OVER PAYMENT FOR BL#32092	\$72.37
Remit to: MORENO VALLEY, CA					FYTD: \$72.37
BROOKS, GLENN W.	27246	03/02/2020	FEB-2020	INSTRUCTOR SERVICES-SELF DEFENSE CLASS	\$124.80
Remit to: MORENO VALLEY, CA					FYTD: \$375.60
BRUGUERAS, RAFAEL	27315	03/09/2020	3/4 - 3/6/20	TRAVEL PER DIEM & MILEAGE-2020 PLANNING COMMISSIONERS ACADEMY	\$193.29
Remit to: MORENO VALLEY, CA					FYTD: \$193.29
BURNETT, MYKAIL SAVON	239009	03/30/2020	MVA020025996	REFUND- PARKING CONTROL FEES OVERPAYMENT	\$115.00
Remit to: RIVERSIDE, CA					FYTD: \$115.00
CAMERON-DANIEL, P.C.	27400	03/16/2020	1125	LEGAL SERVICES-MV UTILITY	\$4,751.50
Remit to: ROSEVILLE, CA					FYTD: \$41,906.50

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CANYON SPRINGS CONGREGATION OF JEHOVAH'S WITNESS	238927	03/23/2020	2001231.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
CARLA GABRIELA GONZALEZ	27316	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
CARMAX AGENT	239010	03/30/2020	MVA010010193	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$41.00
Remit to: RICHMOND, VA					<u>FYTD:</u> \$156.00
CASADOS, RUDY A.	27248	03/02/2020	3/9 - 3/13/20	TRAVEL PER DIEM & MILEAGE-2020 CPRS CONFERENCE & EXPO	\$359.65
Remit to: MURRIETA, CA					<u>FYTD:</u> \$359.65
CBRE, INC.	27317	03/09/2020	41251-LA192370	APPRAISAL SVCS-DAY ST/ALESSANDRO BLVD	\$4,500.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$9,500.00
CEMEX	238779	03/02/2020	9441365550	MIXED CONCRETE MATERIALS	\$1,090.57
		03/02/2020	9441324413	MIXED CONCRETE MATERIALS	
	238904	03/23/2020	9441455554	MIXED CONCRETE MATERIALS	\$741.79
Remit to: PASADENA, CA					<u>FYTD:</u> \$14,496.40
CENTER AGAINST SEXUAL ASSAULT SOUTHWEST RIVERSIDE	27506	03/30/2020	499	SEXUAL ASSAULT RESPONSE SVCS	\$1,000.00
Remit to: HEMET, CA					<u>FYTD:</u> \$4,800.00
CERVANTES FAMILY CHILDCARE	239011	03/30/2020	BL#23011- YR2020	REFUND/OVER PAYMENT FOR BL#23011	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00

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CHAMPION YOUTH	238841	03/09/2020	2001168.047	REFUND-VICTORIANO PARK YOUTH FIELD RESERVATION	\$60.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$60.00
CHANDLER ASSET MANAGEMENT, INC	27318	03/09/2020	2002MORENOVA	INVESTMENT MANAGEMENT SVCS-FEB 2020	\$7,241.69
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$60,992.40
CHEYENNE BURTON	27320	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
CHRIS BALASINSKI DBA REF UNION	27457	03/23/2020	WM2	REFEREES FOR MV YOUTH LEAGUE GAMES 2/5-3/11/20	\$3,726.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$9,743.00
CHRISTIAN FAMILY DAY CARE	239012	03/30/2020	BL#27701- YR2020	REFUND/OVER PAYMENT FOR BL#27701	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
CHRISTINA RUIZ	27321	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
CHUTE SYSTEMS LLC	239013	03/30/2020	BL#36213- YR2020	REFUND/OVER PAYMENT FOR BL#36213	\$99.99
Remit to: MENIFEE, CA					<u>FYTD:</u> \$99.99
CITIZENS NATIONAL LEGAL SERVICES	239014	03/30/2020	BL#30677- YR2020	REFUND/OVER PAYMENT FOR BL#30677	\$134.68
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$134.68

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CITIZENS NATIONAL REAL ESTATE COMPANY	239015	03/30/2020	BL#09586- YR2020	REFUND/OVER PAYMENT FOR BL#09586	\$95.56
Remit to: MORENO VALLEY, CA					FYTD: \$95.56
CIVIC SOLUTIONS, INC	27322	03/09/2020	013120	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$10,485.23
	27458	03/23/2020	89358	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$9,000.00
Remit to: MISSION VIEJO, CA					FYTD: \$102,106.64
CLARENCE PROPERTIES	239016	03/30/2020	BL#29127- YR2020	REFUND/OVER PAYMENT FOR BL#29127	\$192.00
Remit to: CARLSBAD, CA					FYTD: \$192.00
CLARISSA M RUIZ	27323	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
CLASSIC OPPORTUNITY GROUP/OPTIFLEX	238809	03/02/2020	PA09-0019	REFUND DEPOSIT ACCOUNTS PA09-0019, PA09-0020 & P10-013/MV MEDICAL PLAZA	\$4,444.02
Remit to: MONTEBELLO, CA					FYTD: \$4,444.02
COAN CONSTRUCTION CO INC	239017	03/30/2020	BL#34148- YR2020	REFUND/OVER PAYMENT FOR BL#34148	\$65.00
Remit to: POMONA, CA					FYTD: \$65.00
COATS, DAVID	27459	03/23/2020	MAR-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$124.20
	238820	03/02/2020	FEB-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$550.80
		03/02/2020	JAN-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$675.00
COLONIAL SUPPLEMENTAL INSURANCE	238781	03/02/2020	7133069-0301366A	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,939.42
Remit to: COLUMBIA, SC					FYTD: \$63,838.10

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CONTINENTAL EAST FUND III, LLC.	238810	03/02/2020	PEN19-0009	REFUND DEPOSIT-PEN19-0009/CONTINENTAL EAST PHASE II APARTMENT PROJECT	\$2,003.70
Remit to: MURRIETA, CA					<u>FYTD:</u> \$2,003.70
CORODATA MEDIA STORAGE INC.	27401	03/16/2020	DS1292189	OFF-SITE MEDIA STORAGE-FEB 2020	\$497.42
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,147.02
CORTEZ, MIGUEL	238881	03/16/2020	R20-146446	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$52.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$52.00
COSTAR REALTY INFORMATION, INC	238782	03/02/2020	110833443-1	COMMERCIAL REAL ESTATE DATABASE SVC-MAR 2020	\$1,500.62
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$13,505.58
COUNSELING TEAM, THE	238905	03/23/2020	75188	CONSULTING SVCS-TECH SVCS- 12/20 & 12/23/19	\$5,035.00
		03/23/2020	73915	CONSULTING SVCS-TECH SVCS- 12/02 & 12/06/19	
		03/23/2020	73792	CONSULTING SVCS-TECH SVCS- 11/13-11/14/19	
		03/23/2020	75813	EMPLOYEE ASSISTANCE PROGRAM-FEB 2020	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$19,410.00
COUNTRY SQUIRE ESTATES	238827	03/09/2020	JAN-FEB 2020	UUT REFUND FOR JAN 2020-FEB 2020	\$26.66
Remit to: ONTARIO, CA					<u>FYTD:</u> \$242.31
COUNTS UNLIMITED, INC.	27460	03/23/2020	20136	TRAFFIC DATA COLLECTION	\$510.00
Remit to: CORONA, CA					<u>FYTD:</u> \$4,030.00
COUNTY OF LOS ANGELES	238882	03/16/2020	1485N	SCALE CERTIFICATION-2 INSPECTORS	\$100.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$100.00

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COUNTY OF RIVERSIDE	27324	03/09/2020	IT0000003775	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	27507	03/30/2020	IT0000003840	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	238783	03/02/2020	19-383438	RECORDATION-DOCUMENT #2019-0486702, 703, 704, 705 & 706	\$145.00
	238784	03/02/2020	2868	REGISTERED VOTERS CONFIRMATION-CFD NO. 4-M/ANNEX NO. 2019-03	\$70.00
		03/02/2020	2869	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 42	
	238980	03/30/2020	20-36127	RECORDATION-DOCUMENT #2020-0048269/TYPE 496	\$35.00
Remit to: RIVERSIDE, CA					FYTD: \$312,336.28
COUNTY OF RIVERSIDE 1	238859	03/16/2020	PU0000004930	JANITORIAL SUPPLIES-POLICE STATION-JAN 2020	\$336.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,311.00
COUNTY OF RIVERSIDE SHERIFF	27402	03/16/2020	SH0000036977	EXTRA DUTY-QUALITY OF LIFE EVENT 12/7/19	\$776.13
	238981	03/30/2020	SH0000037084	CDBG POP OVERTIME-MVPD CDBG POP	\$12,134.44
		03/30/2020	SH0000037088	OVERTIME-MVPD CDBG POP OVERTIME-MVPD	
		03/30/2020	SH0000037087		
Remit to: RIVERSIDE, CA					FYTD: \$29,756,271.91
CREATIVE COLOR PRINTING, INC.	238818	03/02/2020	17177	"DESTINATION MOVAL" BROCHURES (9,000)	\$7,801.49
Remit to: CORONA, CA					FYTD: \$7,801.49
CREATIVE SOLUTIONS FOR KIDS & FAMILIES, INC.	238928	03/23/2020	2001300.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$604.00
Remit to: MORENO VALLEY, CA					FYTD: \$604.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
CRIME SCENE STERI-CLEAN, LLC	27403	03/16/2020	40529	BIO HAZARD REMOVAL SERVICE	\$200.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$9,400.00
CROSSWORD CHRISTIAN CHURCH	238929	03/23/2020	2001255.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
CURTIS ALLAN FLOOR COVERING	239018	03/30/2020	BL#14364- YR2020	REFUND/OVER PAYMENT FOR BL#14364	\$81.43
Remit to: NATIONAL CITY, CA					<u>FYTD:</u> \$81.43
CUSHMAN & WAKEFIELD WESTERN, INC.	27509	03/30/2020	20-38003-900365R	REAL ESTATE APPRAISAL	\$2,750.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$16,150.00
D&D SERVICES DBA D&D DISPOSAL, INC.	238860	03/16/2020	100647	DECEASED ANIMAL REMOVAL SERVICES-FEBRUARY 2020	\$745.00
Remit to: VALENCIA, CA					<u>FYTD:</u> \$6,705.00
DAISY CAMBEROS	238811	03/02/2020	117556	REFUND-PEN19-0165/ENTITLEMENT	\$425.00
Remit to: WINCHESTER, CA					<u>FYTD:</u> \$425.00
DALAYSIA JANELLE COLEMAN	27325	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
DANIET LENONE LYLES	27326	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00

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DATA TICKET, INC.	27250	03/02/2020	110303	ADMINISTRATIVE CITATIONS-CODE-JAN 2020	\$17,067.78
		03/02/2020	110123HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-JAN 2020	
		03/02/2020	110123	PARKING CITATION PROCESSING-CODE- JAN 2020	
	27405	03/16/2020	110302	ADMIN CITATION PROCESSING-BLDG & SAFETY-JAN 2020	\$1,530.25
	27461	03/23/2020	111359	ADMIN CITATION PROCESSING-ANIMAL SVCS-FEB 2020	\$3,117.70
Remit to: IRVINE, CA					FYTD: \$220,869.68
DEBRA BELL & ASSOCIATES, CPA, INC	238883	03/16/2020	BL#31503-YR2020	REFUND OF OVER-PAYMENT FOR BL#31503	\$65.00
Remit to: RIVERSIDE, CA					FYTD: \$65.00
DELONG'S APPLIANCE	239019	03/30/2020	BL#18315- YR2020	REFUND/OVER PAYMENT FOR BL#18315	\$67.02
Remit to: MORENO VALLEY, CA					FYTD: \$67.02
DELTA DENTAL OF CALIFORNIA	27251	03/02/2020	BE003821291	EMPLOYEE DENTAL INSURANCE-PPO	\$15,168.73
Remit to: SAN FRANCISCO, CA					FYTD: \$124,295.69
DELTACARE USA	27252	03/02/2020	BE003822072	EMPLOYEE DENTAL INSURANCE-HMO	\$4,830.75
Remit to: DALLAS, TX					FYTD: \$53,364.06
DENNIS, ENEKA	238930	03/23/2020	2001256.047	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
DEVIN PARRISH	27327	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
DFM ASSOCIATES	238804	03/02/2020	2020 CODE	2020 CALIFORNIA ELECTION CODE-MAYOR PRO TEM V. BACA	\$57.64
Remit to: IRVINE, CA					FYTD: \$115.28

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DIAMOND ENVIRONMENTAL SERVICES	239020	03/30/2020	BL#11295- YR2020	REFUND/OVER PAYMENT FOR BL#11295	\$157.57
Remit to: SAN MARCOS, CA					FYTD: \$157.57
DIANA APARTMENT	238884	03/16/2020	BL#25236-YR2020	REFUND OF OVER-PAYMENT FOR BL#25236	\$76.54
Remit to: REDLANDS, CA					FYTD: \$76.54
DISH DBS CORPORATION	238829	03/09/2020	86557282/MAR20	SATELLITE TV-FIRE STATION 99-3/1-3/30/20	\$106.05
Remit to: PALATINE, IL					FYTD: \$980.55
DOLEX DOLLAR EXPRESS INC	239021	03/30/2020	BL#14639- YR2020	REFUND/OVER PAYMENT FOR BL#14639	\$76.99
Remit to: ARLINGTON, TX					FYTD: \$76.99
E.R. BLOCK PLUMBING & HEATING, INC.	27253	03/02/2020	131127	BACKFLOW DEVICE TEST-ZONES M, 09 & LM-01H	\$150.00
	27329	03/09/2020	131254	BACKFLOW DEVICE REPAIR-PUBLIC SAFETY BLDG.	\$3,166.25
Remit to: RIVERSIDE, CA					FYTD: \$24,386.54
EASTER SEALS OF SOUTHERN CA, INC.	238931	03/23/2020	2001299.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$340.80
Remit to: IRVINE, CA					FYTD: \$340.80
EASTERN MUNICIPAL WATER DISTRICT	238830	03/09/2020	JAN-20 3/09/20	WATER CHARGES	\$6,762.34
		03/09/2020	FEB-20 3/09/20	WATER CHARGES	
	238861	03/16/2020	JAN-20 3/16/20	WATER CHARGES	\$839.57
		03/16/2020	FEB-20 3/16/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$1,655,981.94

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ECORP CONSULTING INC	239022	03/30/2020	BL#32247- YR2020	REFUND/OVER PAYMENT FOR BL#32247	\$101.72
Remit to: ROCKLIN, CA					<u>FYTD:</u> \$101.72
ELENO ZEPEDA JR	27330	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ELIAS MARIN	27331	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ELIGIO, HECTOR	27332	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
ELIZABETH BUENROSTRO	27333	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,500.00
EMERALD DESIGN INC	239023	03/30/2020	BL#36295- YR2020	REFUND/OVER PAYMENT FOR BL#36295	\$252.50
Remit to: FULLERTON, CA					<u>FYTD:</u> \$252.50

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ENCO UTILITY SERVICES MORENO VALLEY LLC	27254	03/02/2020	C19-25B-02	LASSELLE ST-VEHICLE HIT PME-9	\$22,616.69
	27406	03/16/2020	0402-MF-02368	SOLAR SYSTEM INSPECTION	\$18,871.37
		03/16/2020	40-444A-02	WA# 40-444A-AT&T CELL TOWER-IRIS PLAZA	
		03/16/2020	40-443A-05	WA# 40-443A-KIA DEALERSHIP	
		03/16/2020	40-442A-06	WA# 40-442A-BEAZER HOMES-PHASE 4-79 HOMES	
		03/16/2020	40-392B-09	WA# BEAZER HOMES-PHASE 3	
		03/16/2020	40-446A-02	WA# 40-446A-02-ALERE PROPERTY GROUP	
		03/16/2020	40-410A-08	WA# 40-410A-BELLA VISTA APARTMENT HOMES	
		03/16/2020	40-445-04	WA# 40-445-DISTRIBUTION SYSTEM PLANNING UPDATE	
		03/16/2020	40-405A-11	WA# MORENO BEACH DR BRIDGE CROSSING	
		03/16/2020	40-433A-07	WA# 40-433A-07-PAMA BUSINESS PARK	
		03/16/2020	40-437-02	WA# 40-437-02-COMMERCIAL METERS CONVERSION TO AMI	
		03/16/2020	40-438A-07	WA# 40-438A-CENTURY COMMUNITIES	
		03/16/2020	40-412B-02	WA# OLD 215 FRONTAGE ROAD	
		03/16/2020	40-422B-04	WA# 40-422B-MORENO BEACH DR CONDUIT EXTENSION	
		03/16/2020	40-429B-03	WA# 40-429B-MORENO VALLEY SELF STORAGE	
		03/16/2020	40-431B-02	WA# 40-431B-PHELAN DEVELOPMENT	
		03/16/2020	40-436B-03	WA# 40-436B-BOULDER RIDGE SLS PHASE 2 AND 3	
		03/16/2020	40-434B-01	WA# 40-434B-01-CENTERPOINTE COMMERCE CENTER	
Remit to: ANAHEIM, CA					FYTD: \$4,269,457.21
ENGIE SERVICES U.S. INC.	27407	03/16/2020	90005607	MONITORING SERVICE AGREEMENT-FEB 2020 TO JAN 2021	\$4,000.00
Remit to: LOS ANGELES, CA					FYTD: \$4,824.00

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ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	27335	03/09/2020	389175	TRAFFIC PAINT SUPPLIES	\$18,831.91
		03/09/2020	389127	TRAFFIC PAINT SUPPLIES	
	27464	03/23/2020	389457	TRAFFIC PAINT SUPPLIES	\$258.60
Remit to: CHARLOTTE, NC					FYTD: \$29,830.67
ESTEVON ELIGIO	27336	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
EWING IRRIGATION PRODUCTS	238983	03/30/2020	9222510	CALSENSE CONTROLLER UPGRADES FOR CFD	\$19,900.32
		03/30/2020	9222509	CALSENSE CONTROLLER UPGRADES FOR CFD	
		03/30/2020	9222508	CALSENSE CONTROLLER UPGRADES FOR CFD	
		03/30/2020	9222507	CALSENSE CONTROLLER UPGRADES FOR CFD	
Remit to: PHOENIX, AZ					FYTD: \$19,900.32
EXCLUSIVE TOWING	238862	03/16/2020	20-06640	EVIDENCE VEHICLE TOWING	\$225.00
Remit to: RIVERSIDE, CA					FYTD: \$4,564.00
EYERMAN, MARSHALL	27338	03/09/2020	REIMB. 2/13/20	REIMBURSE HOTEL CHARGES & PARKING DURING LASERFICHE CONFERENCE	\$132.90
Remit to: TEMECULA, CA					FYTD: \$1,168.41
F GAVINA & SONS INC	239024	03/30/2020	BL#02662- YR2020	REFUND/OVER PAYMENT FOR BL#02662	\$61.98
Remit to: VERNON, CA					FYTD: \$61.98
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	27255	03/02/2020	DEC-19 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	\$6,900.67
		03/02/2020	DEC-19 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$41,488.54

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FALCON ENGINEERING SERVICES, INC.	27256	03/02/2020	2019-02X	PAVEMENT REHAB VRS STREETS CDBG FY19/20-INSPECTION SVCS	\$24,310.00
	27465	03/23/2020	2019-03	PAVEMENT REHAB VRS STREETS CDBG FY19/20-INSPECTION SVCS	\$18,876.00
Remit to: CORONA, CA					FYTD: \$116,831.00
FAMILY SERVICE ASSOCIATION	27408	03/16/2020	10-2019-002	SENIOR NUTRITION PROGRAM FY 19/20-JULY-SEPT 2019	\$9,456.54
Remit to: MORENO VALLEY, CA					FYTD: \$9,456.54
FAMILY SERVICES ASSOCIATION	238933	03/23/2020	2001241.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$500.00
FAST WATER HEATER	239025	03/30/2020	BL#18040- YR2020	REFUND/OVER PAYMENT FOR BL#18040	\$65.00
Remit to: BOTHELL, WA					FYTD: \$65.00
FICTUM, BRIAN	238934	03/23/2020	R19-143946, 776	ANIMAL SERVICES REFUND-SPAY/NEUTER, RABIES & DUPLICATE LICENSE PAYMENT	\$110.00
Remit to: MORENO VALLEY, CA					FYTD: \$110.00
FIEDLER, KRISTINE	27339	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
FIRST AMERICAN DATA TREE, LLC	238831	03/09/2020	20027760220	ONLINE SOFTWARE SUBSCRIPTION-FEB 2020	\$99.00
Remit to: PASADENA, CA					FYTD: \$891.00

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FIRST CHOICE SERVICES	27409	03/16/2020	667043	WATER PURIF UNIT RENTAL-FIRE STATION 91	\$527.85
		03/16/2020	667047	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		03/16/2020	667035	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		03/16/2020	667037	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		03/16/2020	667048	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		03/16/2020	667046	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		03/16/2020	667044	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		03/16/2020	667032	WATER PURIF UNIT RENTAL-ANNEX 1	
		03/16/2020	667045	WATER PURIF UNIT RENTAL-LIBRARY	
		03/16/2020	667042	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		03/16/2020	667031	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		03/16/2020	667034	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		03/16/2020	667033	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		03/16/2020	667041	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		03/16/2020	667038	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		03/16/2020	667040	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		03/16/2020	667036	WATER PURIF UNIT RENTAL-CITY YARD	
		03/16/2020	667039	WATER PURIF UNIT RENTAL-FIRE STATION 6	
Remit to: ONTARIO, CA					FYTD: \$5,278.50
FIRST INDUSTRIAL	238812	03/02/2020	P15-077	REFUND-TRUST ACCOUNT/PEN16-0022/PEN15-077/ MITIGATION MONITORING PROGRAM	\$503.00
Remit to: EL SEGUNDO, CA					FYTD: \$503.00
FRANCE PUBLICATIONS, INC.	27340	03/09/2020	2020-9564	FULL PAGE AD-SHOPPING CENTER BUSINESS-1/1/20	\$3,450.00
Remit to: ATLANTA, GA					FYTD: \$39,795.00

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FRANKLIN, L. C.	27410	03/16/2020	FEB-2020	MILEAGE REIMBURSEMENT	\$253.00
Remit to: PERRIS, CA					FYTD: \$1,477.50
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	27466	03/23/2020	7002Z183-S-20065	BACKBONE COMMUNICATIONS SERVICE 3/5/20-4/4/20	\$3,621.00
Remit to: ROCHESTER, NY					FYTD: \$30,523.88
G/M BUSINESS INTERIORS, INC.	27257	03/02/2020	0256577-IN	CUBICLE PANELS-CONF & REC. CTR	\$2,956.87
		03/02/2020	0254297-IN	TASK CHAIR-CONF & REC. CTR	
		03/02/2020	0255829-IN	OFFICE CHAIR-CONF & REC. CTR	
		03/02/2020	0258669-IN	OFFICE CHAIR-CITY HALL	
	27467	03/23/2020	0259136-IN	OFFICE CHAIR-MV UTILITY	\$809.50
Remit to: RIVERSIDE, CA					FYTD: \$87,415.26
GALLS INC., INLAND UNIFORM	27511	03/30/2020	BC1064565	PARK RANGER UNIFORMS	\$1,335.25
Remit to: CHICAGO, IL					FYTD: \$5,238.71
GARCIA HERNANDEZ SAWHNEY, LLP	27469	03/23/2020	13709	LEGAL SERVICES	\$6,499.14
Remit to: SAN DIEGO, CA					FYTD: \$20,074.14
GARCIA, CHANTEL	27468	03/23/2020	MAR-2020	INSTRUCTOR SERVICES-ART EXPRESSION/SKETCH CLASSES	\$185.40
Remit to: MORENO VALLEY, CA					FYTD: \$1,980.45
GARCIA, RUBY ANDIE NAVARRO	27341	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00

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GARCIA'S GARDENING	239026	03/30/2020	BL#18070- YR2020	REFUND/OVER PAYMENT FOR BL#18070	\$127.52
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$127.52
GEOTEK, INC.	27470	03/23/2020	68499	CIVIC CTR PARK & AMPHITHEATER PROJECT INSPECTION	\$437.50
Remit to: CORONA, CA					<u>FYTD:</u> \$437.50
GEYSSELL PENATE-ESTRADA	27342	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	27258	03/02/2020	247159	LEGAL SERVICES-BOND SAFEGUARD (RANCHO VERDE PARK-EMPIRE LLC.)	\$427.50
		03/02/2020	247856	LEGAL SERVICES-BOND SAFEGUARD (RANCHO VERDE PARK-EMPIRE LLC.)	
	27512	03/30/2020	248745-001	LEGAL SERVICES-BOND SAFEGUARD (RANCHO VERDE PARK-EMPIRE LLC)	\$94.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$579.00
GOLDEN STAR TECHNOLOGY, DBA: GST	238984	03/30/2020	IN46987	PALO ALTO FIREWALL LICENSE RENEWAL	\$8,098.85
Remit to: CERRITOS, CA					<u>FYTD:</u> \$38,629.75
GONG ENTERPRISES, INC.	27343	03/09/2020	7953	PLAN CHECK SVCS-SEWER PLAN-PEN18-0064	\$6,007.50
		03/09/2020	7950	PLAN CHECK SVCS-DRAINAGE REPORT-PEN18-0064	
		03/09/2020	7952	PLAN CHECK SVCS-GRADING PLAN-PEN18-0064	
		03/09/2020	7951	PLAN CHECK SVCS-STREET IMPROVEMENT-PEN18-0064	
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$32,670.00
GONZALES, FRANK T.	238878	03/16/2020	REIMB. 2/27/20	REIMBURSEMENT FOR MSA TRAINING/MEETING FEES	\$150.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$150.00

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GOVINVEST, INC.	27299	03/05/2020	2020-2784	OPEB ANNUAL LICENSING	\$10,000.00
		03/05/2020	2020-2786	PENSION LICENSE 2/09/20-2/8/21	
Remit to: TORRANCE, CA					<u>FYTD:</u> \$26,333.00
GRAJEDA, NANCY	238935	03/23/2020	R20-146753	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
GRAVES & KING, LLP	27259	03/02/2020	1912-0010227-04	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)	\$4,310.68
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$123,979.46
GREENTECH LANDSCAPE, INC.	27260	03/02/2020	47324	LANDSCAPE MAINT-ZONES 01, 01A,& 8	\$1,064.53
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$234,587.71
HABITAT FOR HUMANITY RIVERSIDE	27261	03/02/2020	MHR1819-19	MOBILE HOME REPAIR PROGRAM-DECEMBER 2019	\$8,244.90
		03/02/2020	CDBG MV1920-07	CDBG-A BRUSH WITH KINDNESS PROGRAM-JAN 2020	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$318,966.71
HAN, PETER	238842	03/09/2020	2001204.047	RENTAL REFUND BALANCE	\$359.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$359.50
HARGIS, CALEB	27344	03/09/2020	3/9 - 3/13/20	TRAVEL PER DIEM & MILEAGE-2020 CPRS CONFERENCE	\$335.39
Remit to: TEMECULA, CA					<u>FYTD:</u> \$335.39
HARTS, NATALIE	238936	03/23/2020	R20-146794	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13.00
HEYNEN, JEANINE LAUREN	238854	03/09/2020	3/10 - 3/13/20	TRAVEL PER DIEM-2020 CPRS CONFERENCE	\$206.25
Remit to: WINCHESTER, CA					<u>FYTD:</u> \$206.25

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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>
HILLTOP GEOTECHNICAL, INC.	27262	03/02/2020	17192	CITYWIDE PAVEMENT REHAB FY18/19-CONSULTING SVCS	\$11,229.50
		03/02/2020	17193	CITYWIDE PAVEMENT REHAB FY18-19-CONSULTING SVCS	
Remit to: SAN BERNARDINO, CA					FYTD: \$54,557.50
HILTON, THERESA	238843	03/09/2020	R20-145957	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$52.00
Remit to: MORENO VALLEY, CA					FYTD: \$52.00
HINSHAW, YESSENIA	27345	03/09/2020	3/10 - 3/13/20	TRAVEL PER DIEM-2020 CPRS CONFERENCE	\$206.25
Remit to: BEAUMONT, CA					FYTD: \$206.25
HITACHI VANTARA LLC	27411	03/16/2020	7277773	ENTERPRISE SOFTWARE LICENSES (30)	\$6,031.35
Remit to: SANTA CLARA, CA					FYTD: \$185,002.74
HLP, INC.	27412	03/16/2020	17715	WEB LICENSE MONTHLY SVC FEE	\$74.90
Remit to: LITTLETON, CO					FYTD: \$32,380.85
HOUSE OF BEAUTY	239027	03/30/2020	BL#25822- YR2020	REFUND/OVER PAYMENT FOR BL#25822	\$88.90
	239028	03/30/2020	BL#18157- YR2020	REFUND/OVER PAYMENT FOR BL#18157	\$89.00
Remit to: RIVERSIDE, CA					FYTD: \$177.90
HR GREEN PACIFIC INC.	27347	03/09/2020	132989	PLAN CHECK SVCS-PEN17-0163	\$2,599.50
		03/09/2020	132823	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		03/09/2020	132824	PLAN CHECK SVCS-TR36933	
	27413	03/16/2020	132992	PLAN CHECK SVCS-WQMP-THRU 1/24/20	\$237.50
Remit to: DES MOINES, IA					FYTD: \$176,931.00
HUERTA, SOCORRO G	238853	03/09/2020	3/10 - 3/13/20	TRAVEL PER DIEM & MILEAGE-2020 CPRS CONFERENCE	\$293.65
Remit to: PERRIS, CA					FYTD: \$293.65

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HUGHES NETWORK SYSTEMS, LLC	238908	03/23/2020	B1-356238963	INTERNET SVCS 2/29-3/30/20	\$92.34
Remit to: CHICAGO, IL					FYTD: \$831.06
INFO-TECH RESEARCH GROUP, INC.	27414	03/16/2020	203182	CONSULTING SVCS-TECH SVCS- 1/31/20-1/31/2021	\$13,244.00
Remit to: LAS VEGAS, NV					FYTD: \$13,244.00
INLAND EMPIRE PROPERTY SERVICE, INC	27263	03/02/2020	19131	WEED ABATEMENT FOR PARCEL 487-470-030	\$2,000.00
		03/02/2020	19132	WEED ABATEMENT FOR PARCEL 297-140-043	
	27471	03/23/2020	20106	NUISANCE ABATEMENT SVCS-13965 PEPPER ST	\$11,221.00
		03/23/2020	20107	NUISANCE ABATEMENT SVCS-12920 HEACOCK	
		03/23/2020	20105	WEED ABATEMENT SVCS-APN 482-161-024	
Remit to: MORENO VALLEY, CA					FYTD: \$214,265.89
INLAND OVERHEAD DOOR COMPANY	27264	03/02/2020	44548	PREVENTATIVE MAINTENANCE DOORS/GATES-PSB	\$3,079.00
		03/02/2020	44545	PREVENTATIVE MAINTENANCE DOORS/GATES-FIRE STATION 58	
		03/02/2020	44997	GATE REPAIR-FIRE STATION 48	
		03/02/2020	44542	PREVENTATIVE MAINTENANCE DOORS/GATES-FIRE STATION 2	
		03/02/2020	44640	GATE REPAIR-PSB	
		03/02/2020	44547	PREVENTATIVE MAINTENANCE DOORS/GATES-FIRE STATION 99	
		03/02/2020	44544	PREVENTATIVE MAINTENANCE DOORS/GATES-FIRE STATION 48	
		03/02/2020	44540	PREVENTATIVE MAINTENANCE DOORS/GATES-ANNEX 1	
		03/02/2020	44541	PREVENTATIVE MAINTENANCE DOORS/GATES-CITY YARD	
	27415	03/16/2020	45009	GATE REPAIR-FIRE STATION 91	\$2,334.00
Remit to: COLTON, CA					FYTD: \$36,630.13

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INSIDE PLANTS, INC.	27348	03/09/2020	78793	INSIDE PLANT MAINT SVC-MAR 2020	\$137.00
Remit to: CORONA, CA					FYTD: \$1,233.00
INTERPRETERS UNLIMITED	27513	03/30/2020	M20M2-13197	LANGUAGE INTERPRETATION SERVICES	\$122.00
Remit to: SAN DIEGO, CA					FYTD: \$1,124.00
INTERWEST CONSULTING GROUP	27349	03/09/2020	57223	CONSTRUCTION INSPECTION SVCS-JAN 2020	\$18,340.00
	27416	03/16/2020	57967	PLAN CHECK SVCS-FIRST NANDINA II LOGISTICS	\$6,720.00
Remit to: BOULDER, CO					FYTD: \$153,112.00
ISMAEL OROZCO	27350	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
JACKSON, FRANK	239029	03/30/2020	MVA030019652	REFUND- PARKING CONTROL FEES OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					FYTD: \$115.00
JACQUELINE CENTENO	27351	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,250.00
JEFF JAMESON	239030	03/30/2020	BL#24332- YR2020	REFUND/OVER PAYMENT FOR BL#24332	\$74.98
Remit to: LAGUNA BEACH, CA					FYTD: \$74.98
JENNIFER PEREZ	27352	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
JERPBK COMMERCIAL RENTAL PROPERTY	238885	03/16/2020	BL#30070-YR2020	REFUND OF OVER-PAYMENT FOR BL#30070	\$83.00
Remit to: SURPRISE, AZ					FYTD: \$83.00

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JI CA BEVERAGE LLC	239031	03/30/2020	BL#35968- YR2020	REFUND/OVER PAYMENT FOR BL#35968	\$65.00
Remit to: SCOTTSDALE, AZ					<u>FYTD:</u> \$65.00
JI CA RI BEVERAGE LLC	239032	03/30/2020	BL#35969- YR2020	REFUND/OVER PAYMENT FOR BL#35969	\$65.00
Remit to: SCOTTSDALE, AZ					<u>FYTD:</u> \$65.00
JOHANNA DEL ROSARIO RAMOS ANGULO	27353	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
JOHNSON , TRACY	27472	03/23/2020	MAR-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$124.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,273.40
JONES , CIERRA	238937	03/23/2020	2001292.047	REFUND-CELEBRATION PARK PICNIC SHELTER #52 RESERVATION	\$43.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$43.30
JONES, BRENDA	238886	03/16/2020	BL#03549-YR2020	REFUND OF OVER-PAYMENT FOR BL#03549	\$104.92
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$104.92
JONES, III, JAMES W	238887	03/16/2020	NEW APP - YR2020	REFUND OF OVER-PAYMENT FOR JUNE BUGS CREDIT	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
JOSEPH O'NEIL MCDANIEL	27354	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
JOSIAH NELSON	27355	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00

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JUDITH ALEJANDRA PEREZ	27356	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
K. HOVNIANIAN CALIFORNIA OPERATIONS, INC.	238888	03/16/2020	770788	REFUND-DEPOSIT BALANCE-FORECAST HOMES	\$7,462.25
Remit to: PHOENIX, AZ					FYTD: \$7,462.25
KALHLA, IYAD	238938	03/23/2020	2001243.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
KARLA NOEMI GOMEZ	27357	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
KATIE VAZQUEZ	27358	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
KENTUCKY FRIED CHICKEN (E791-017)	239033	03/30/2020	BL#24337- YR2020	REFUND/OVER PAYMENT FOR BL#24337	\$65.00
Remit to: LOS ANGELES, CA					FYTD: \$65.00
KHUC, TANK	238889	03/16/2020	C19284	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
KIMLEY-HORN & ASSOC., INC.	27514	03/30/2020	16135849	ROAD SAFETY AUDIT-IRONWOOD AVE & KITCHING ST	\$1,060.60
Remit to: LOS ANGELES, CA					FYTD: \$34,086.54
KIPPES, STEVE	239034	03/30/2020	R20-146278	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00

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KONICA MINOLTA BUSINESS SOLUTIONS, USA	27417	03/16/2020	35061000	COPIER LEASE-CITY CLERK	\$1,461.37
		03/16/2020	9006566329	COPIER USAGE-FEBRUARY 2020	
	27515	03/30/2020	35100770	COPIER LEASE-CITY WIDE	\$9,665.10
Remit to: PASADENA, CA					FYTD: \$89,932.38
KTU+A	27418	03/16/2020	31804	CONSULTING SVCS-DRACAEA AVE NEIGHBORHOOD GREENWAY	\$2,780.00
Remit to: SAN DIEGO, CA					FYTD: \$2,780.00
KUSTOM SIGNALS, INC.	27265	03/02/2020	571970	RADAR UNITS-PD	\$10,702.88
Remit to: CHICAGO, IL					FYTD: \$11,654.84
KYLE CHRISTOPHER MOSLEY	27359	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
L G AURORA HOLDINGS LLC	239035	03/30/2020	BL#29966- YR2020	REFUND/OVER PAYMENT FOR BL#29966	\$61.08
Remit to: MORENO VALLEY, CA					FYTD: \$61.08
LATITUDE GEOGRAPHICS	238863	03/16/2020	INV0013203	GEOCORTEX TECHNICAL SUPPORT HOURS 12/1-12/31/19	\$52.50
Remit to: VICTORIA, BC					FYTD: \$15,370.00
LEAGUE OF CALIFORNIA CITIES- RIVERSIDE COUNTY DIVISION 1	238786	03/02/2020	3-09-20 MTG	GENERAL MEETING MEMBERSHIP-COUNCIL MEMBER THORNTON	\$40.00
Remit to: RIVERSIDE, CA					FYTD: \$560.00
LEE-MCDUFFIE, PRECIOUS	27448	03/18/2020	MAR-2020 UPDATED	INSTRUCTOR SERVICES-ACTING, SPEECH, & SINGING CLASSES FOR KIDS	\$186.30
Remit to: MORENO VALLEY, CA					FYTD: \$3,953.70

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LEON, CARLOS	238805	03/02/2020	3/10 - 3/13/20	TRAVEL PER DIEM-CSAIA 2020 SPRING TRAINING CONFERENCE	\$248.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$248.50
LIDIA'S HAIR DESIGNS	238890	03/16/2020	BL#27035-YR2020	REFUND OF OVER-PAYMENT FOR BL#27035	\$65.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$65.00
LIEBERT, CASSIDY, WHITMORE	238832	03/09/2020	3/12/20 TRAINING	TRAINING FOR 22 ATTENDEES	\$770.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$6,255.00
LIENHARD, DORI A.	27266	03/02/2020	REIMB. 2/6/20	REIMBURSE AIRFARE COST FOR TYLER CONNECT 2020 CONFERENCE	\$526.40
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$903.28
LILLY, ANA	27419	03/16/2020	00067	GRAPHIC/WEB DESIGN 1/26-2/08/20	\$3,821.27
		03/16/2020	00068	GRAPHIC/WEB DESIGN 2/09-2/22/20	
		03/16/2020	00069	GRAPHIC/WEB DESIGN 2/23-3/07/20	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$18,564.93
LILY MUYAMBO	27361	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
LOPEZ, MANUEL	238939	03/23/2020	2001257.047	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
LOPEZ, NATALIA	27362	03/09/2020	REIMB. 3/4/20	REIMBURSE HOTEL & PARKING CHARGES-FINANCIAL MANAGEMENT COURSE 3/3-3/4	\$289.41
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$464.89

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LOPEZ, SAMANTHA YAMILETH	27363	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
LOZANO II, PHILLIP	238891	03/16/2020	R20-145884	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
LYNCH. PATRICK	238806	03/02/2020	3/7 - 3/11/20	TRAVEL PER DIEM-EDR SUMMIT & CDR TECH "TRAIN THE TRAINER" COURSE	\$274.50
	238997	03/30/2020	REIMB. 3/11/20	REIMBURSE TRANSPORTATION COST-EDR SUMMIT & CDR TECH TRAINING	\$221.67
Remit to: MORENO VALLEY, CA					FYTD: \$770.67
LYONS SECURITY SERVICE, INC.	27267	03/02/2020	27718	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENTS-JAN 2020	\$968.16
	27364	03/09/2020	27621	SECURITY GUARD SVCS-SENIOR CTR-DEC 2020	\$614.19
		03/09/2020	27720	SECURITY GUARD SVCS-SENIOR CTR-JAN 2020	
	27420	03/16/2020	27840	SECURITY GUARD SVCS-LIBRARY-FEB 2020	\$7,006.75
		03/16/2020	27842	SECURITY GUARD SVCS-TOWNGATE COMM CTR-FEB 2020	
		03/16/2020	27836	SECURITY GUARD SVCS-CITY HALL-FEB 2020	
		03/16/2020	27839	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-FEB 2020	
	27473	03/23/2020	27838	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENTS-FEB 2020	\$1,890.94
		03/23/2020	27861	SECURITY GUARD SVCS-LIBRARY-MAR 2020	
Remit to: ANAHEIM, CA					FYTD: \$127,694.90
MACADEE ELECTRICAL CONSTRUCTION, INC.	27268	03/02/2020	4965	TRAFFIC SIGNAL MODIFICATIONS-PERRIS BLVD/NORTHERN DANCER	\$9,769.00
Remit to: CHINO, CA					FYTD: \$13,897.00

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MARCH JOINT POWERS AUTHORITY	238864	03/16/2020	49528	GAS CHARGES-M.A.R.B. BUILDING 938-JAN20	\$129.51
		03/16/2020	49525	GAS CHARGES-M.A.R.B. BUILDING 823-JAN20	
	238986	03/30/2020	49698	GAS CHARGES-M.A.R.B. BUILDING 823-FEB20	\$76.82
		03/30/2020	49701	GAS CHARGES-M.A.R.B. BUILDING 938-FEB20	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$841.99
MARCO ANTONIO CAMPISTA CEDILLO	238813	03/02/2020	110923	REFUND-PEN19-0012 CUSTOM HOME REVIEW-21704 DRACAEA AVE	\$554.00
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$554.00
MARIA R. JONES	27365	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00

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MARIPOSA LANDSCAPES, INC.	27421	03/16/2020	88012	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-FEB20	\$20,023.40
		03/16/2020	88006	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-FEB20	
		03/16/2020	88010	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-FEB20	
		03/16/2020	88008	LANDSCAPE MAINT.-NORTH AQUEDUCT-FEB20	
		03/16/2020	88005	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-FEB20	
		03/16/2020	88003	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-FEB20	
		03/16/2020	87899	LANDSCAPE EXTRA WORK-JAN20/REPAIR IRRIGATION DAMAGED BY CONSTRUCTION CREW	
		03/16/2020	88014	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-FEB20	
		03/16/2020	88013	LANDSCAPE MAINT.-ANIMAL SHELTER-FEB20	
		03/16/2020	88009	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-FEB20	
		03/16/2020	88004	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-FEB20	
		03/16/2020	88027	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-FEB20	
		03/16/2020	88021	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-FEB20	
		03/16/2020	88007	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-FEB20	
		03/16/2020	88017	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-FEB20	
		03/16/2020	88018	LANDSCAPE MAINT.-LIBRARY-FEB20	
		03/16/2020	88015	LANDSCAPE MAINT.-CITY YARD-FEB20	
		03/16/2020	88020	LANDSCAPE MAINT.-SENIOR CENTER-FEB20	
		03/16/2020	88016	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-FEB20	
		03/16/2020	88023	LANDSCAPE MAINT.-CITY HALL-FEB20	
		03/16/2020	88011	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-FEB20	
		03/16/2020	88024	LANDSCAPE MAINT.-ANNEX 1-FEB20	
		03/16/2020	88025	LANDSCAPE MAINT.-VETERANS MEMORIAL-FEB20	
		03/16/2020	88026	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-FEB20	

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MARIPOSA LANDSCAPES, INC.		03/16/2020	88022	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-FEB20	
		03/16/2020	88019	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-FEB20	
	27474	03/23/2020	88002	LANDSCAPE MAINT.-SD LMD ZONE 02-FEB. 2020	\$16,986.39
		03/23/2020	88129	LANDSCAPE MAINT.-NPDES WQB-FEB. 2020	
Remit to: IRWINDALE, CA					FYTD: \$391,448.53
MAXIMUM EXHAUST CLEANING, INC.	238909	03/23/2020	98275	CONFERENCE & REC CTR CATERING KITCHEN EXHAUST CLEANING	\$760.00
		03/23/2020	98274	SENIOR CTR KITCHEN EXHAUST CLEANING	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,520.00
MCA STONERIDGE LLC	238940	03/23/2020	MVU 7012958-02	COMMERCIAL LED LIGHTING INCENTIVE	\$15,432.97
	238941	03/23/2020	MVU 7012650-02	COMMERCIAL LED LIGHTING INCENTIVE	\$7,716.52
	238942	03/23/2020	MVU 7014866-01	COMMERCIAL LED LIGHTING INCENTIVE	\$2,622.62
Remit to: RIVERSIDE, CA					FYTD: \$25,772.11
MCCAIN TRAFFIC SUPPLY	238865	03/16/2020	INV0247707	TRAFFIC SIGNAL EQUIPMENT-BOLTS/NUTS/WASHERS	\$15,446.60
		03/16/2020	INV0247149	TRAFFIC SIGNAL EQUIPMENT	
		03/16/2020	INV0247072	TRAFFIC SIGNAL EQUIPMENT	
		03/16/2020	INV0246910	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$465,623.93
MCCLAIN, MELISSA	27269	03/02/2020	REIMB REQ-2/4/20	REIMBURSEMENT FOR MISC. TRAVEL EXPENSES OCT.-DEC. 2019	\$279.58
Remit to: APPLE VALLEY, CA					FYTD: \$3,962.12
MEDINA, KIMBERLY	239036	03/30/2020	R20-146903	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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MELISSA PEREZ	27366	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
MENGISTU, YESHIALEM	27422	03/16/2020	FEB-2020	MILEAGE REIMBURSEMENT	\$174.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,112.03
MERCHANTS LANDSCAPE SERVICES INC	27367	03/09/2020	55587	LANDSCAPE EXTRA WORK-JAN20-ZONE 06/INSTALL PLANT MATERIAL	\$23,851.54
		03/09/2020	55576	IRRIGATION REPAIRS-ZONE 03-JAN. 2020	
		03/09/2020	55002	LANDSCAPE EXTRA WORK-OCT19-ZONE 03/FENCE REPAIRS IN AREA 1	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$460,010.43
MGT OF AMERICA, INC.	27424	03/16/2020	37262	CONSULTING SERVICES-SB 90 CLAIMS MANDATED COST FILING-REMAINING 50%	\$3,950.00
Remit to: TALLAHASSEE, FL					<u>FYTD:</u> \$7,900.00
MICHELLE MADELINE BUSTAMANTE	27368	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
MIDCAP, GLENN	238844	03/09/2020	R20-145738	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: VALLEY CENTER, CA					<u>FYTD:</u> \$75.00
MILLER SPATIAL SERVICES, LLC	27476	03/23/2020	1716	GIS TECHNICAL SUPPORT SERVICES	\$960.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,760.00

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MIRACLE RECREATION EQUIPMENT	238910	03/23/2020	820007	PLAYGROUND EQUIPMENT & PARTS	\$441.69
Remit to: DALLAS, TX					<u>FYTD:</u> \$6,997.11
MIX, JUDY	238943	03/23/2020	R20-146552	ANIMAL SERVICES REFUND-TRAP DEPOSIT AND RENTAL FEE	\$64.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$64.00
MMVR HOMEOWNERS ASSOCIATION	238944	03/23/2020	2001305.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$340.80
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$340.80
MONICA CABALLERO	27369	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
MONTGOMERY PLUMBING INC	238787	03/02/2020	022720	EMERGENCY PLUMBING REPAIRS - PSB	\$2,845.00
		03/02/2020	021920	EMERGENCY PLUMBING REPAIRS - LIBRARY	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$35,160.00
MOORE, DEMIAN	238945	03/23/2020	2001229.047	WITHDRAW REFUND-SPRINGTASTIC FESTIVAL FOOD VENDOR	\$150.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$150.00
MORALES, KEVIN	238845	03/09/2020	R20-144649	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MORENO VALLEY CHAMBER OF COMMERCE	238788	03/02/2020	6883	WAKE-UP MV MEETING ATTENDANCE-1/22/20	\$180.00
	238833	03/09/2020	6909	WAKE-UP MV MEETING ATTENDANCE-2/26/20	\$60.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$18,293.50

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MORENO VALLEY HISTORICAL SOCIETY	238947	03/23/2020	2001254.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY MALL HOLDING, LLC	27516	03/30/2020	APR. 2020 RENT	APRIL 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$61,870.86
MORENO VALLEY TOW & RADIATOR	238834	03/09/2020	9577	EVIDENCE TOWING FOR PD	\$225.00
	238911	03/23/2020	20-09684	EVIDENCE TOWING FOR PD	\$787.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,403.00
MORENO VALLEY WIND SYMPHONY	238948	03/23/2020	2001297.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$1,380.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,380.00
MORENO, MICHAEL	238946	03/23/2020	R20-146161	ANIMAL SERVICES REFUND-TRAP DEPOSIT AND RENTAL FEE	\$64.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$64.00
MUNICIPAL EMERGENCY SERVICES INC.	238975	03/23/2020	IN1431379	SEEK THERMAL IMAGE CAMERAS AND ACCESSORIES	\$22,602.36
Remit to: SANDY HOOK, CT					<u>FYTD:</u> \$22,602.36
MVBFA	238949	03/23/2020	2001228.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,000.00

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MWI ANIMAL HEALTH	238912	03/23/2020	23289352	ANIMAL MEDICAL SUPPLIES	\$2,729.88
		03/23/2020	22933970	ANIMAL MEDICAL SUPPLIES	
Remit to: BOISE, ID					FYTD: \$8,467.45
NAMEKATA, JAMES	27477	03/23/2020	MAR-2020	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$124.20
Remit to: RIVERSIDE, CA					FYTD: \$2,197.80
NBS GOVERNMENT FINANCE GROUP	27270	03/02/2020	12020058	CONSULTING SERVICES-ICRP FOR FY 2018/19	\$470.00
Remit to: TEMECULA, CA					FYTD: \$22,255.00
NETRONIX INTEGRATION	27425	03/16/2020	S33610.01	CARD READER REPLACEMENT - PSB	\$1,847.11
	27478	03/23/2020	5374L19X.01	ID PRODUCER RELOCATION-PUBLIC SAFETY BLDG.	\$5,236.17
Remit to: SAN JOSE, CA					FYTD: \$33,764.36
NEW DAWN ENTERPRISES	238892	03/16/2020	BL#24622-YR2020	REFUND OF OVER-PAYMENT FOR BL#24622	\$65.00
Remit to: MORENO VALLEY, CA					FYTD: \$65.00
NEXXSOL CORPORATION	27517	03/30/2020	2483	ADOBE ENTERPRISE LICENSING SUBSCRIPTION 2/24/20-2/23/21	\$24,703.80
		03/30/2020	2495	PLURALSIGHT 15 SEAT ONE YEAR SUBSCRIPTION FOR TS TRAINING	
Remit to: COVINA, CA					FYTD: \$24,703.80
NGUYEN, CLEMENT BA DUONG	27426	03/16/2020	JAN-2020	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$823.20
		03/16/2020	FEB-2020	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	
Remit to: BEAUMONT, CA					FYTD: \$3,557.40
NICOLE DENISE MUCKELROY	27370	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00

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NINYO & MOORE GEOTECHNICAL CONSULTANTS	239037	03/30/2020	BL#04817- YR2020	REFUND/OVER PAYMENT FOR BL#04817	\$85.95
Remit to: IRVINE, CA					<u>FYTD:</u> \$85.95
NORTHWOODS APARTMENTS	239038	03/30/2020	BL#27485- YR2020	REFUND/OVER PAYMENT FOR BL#27485	\$866.69
Remit to: LA PALMA, CA					<u>FYTD:</u> \$866.69
OLIVE GARDEN ITALIAN RESTAURANT #1266	238893	03/16/2020	BL#04897-YR2020	REFUND OF OVER-PAYMENT FOR BL#04897	\$500.00
Remit to: ORLANDO, FL					<u>FYTD:</u> \$500.00
OPTIMUM INC	239039	03/30/2020	BL#09113- YR2020	REFUND/OVER PAYMENT FOR BL#09113	\$229.22
Remit to: BLOOMINGTON, CA					<u>FYTD:</u> \$229.22
OVERLAND PACIFIC & CUTLER, LLC	27480	03/23/2020	2002145	RIGHT OF WAY CONSULTING SERVICES	\$2,437.50
	239040	03/30/2020	BL#30607- YR2020	REFUND/OVER PAYMENT FOR BL#30607	\$64.90
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$15,862.40
OZARK AUTOMOTIVE DISTRIBUTORS	238950	03/23/2020	MVU 7013055-03	COMMERCIAL LED LIGHTING INCENTIVE	\$1,072.30
	238951	03/23/2020	MVU 7013055-03	COMMERCIAL LED LIGHTING INCENTIVE	\$3,375.59
	238952	03/23/2020	MVU 7013055-03	COMMERCIAL LED LIGHTING INCENTIVE	\$10,273.54
Remit to: SPRINGFIELD, MO					<u>FYTD:</u> \$14,721.43
PACHECO DE SALAZAR, EVELIN	238953	03/23/2020	R20-146636	ANIMAL SERVICES REFUND-TRAP DEPOSIT AND RENTAL FEE	\$64.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$64.00

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PACIFIC EXTERIORS, INC	238894	03/16/2020	BL#12169-YR2020	REFUND OF OVER-PAYMENT FOR BL#12169	\$71.00
Remit to: GARDEN GROVE, CA					<u>FYTD:</u> \$71.00
PACIFIC SAFETY CENTER	27272	03/02/2020	75780	HAZWOPER REFRESHER TRAINING FOR MAINT. & OPS. STAFF	\$1,895.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$1,895.00
PACIFIC SMILE DENTAL CLINIC	239041	03/30/2020	BL#28321- YR2020	REFUND/OVER PAYMENT FOR BL#28321	\$81.02
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$81.02
PACIFIC TELEMAGEMENT SERVICES	27427	03/16/2020	2038120	PAY PHONE SERVICES-MAR 2020	\$125.28
	27518	03/30/2020	2040013	PAY PHONE SERVICES-APR 2020	\$125.28
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$1,566.00
PALACIO DE ORO NORTH HOMEOWNERS ASSOCIATION	238954	03/23/2020	2001304.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$113.60
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$113.60
PATRICK SAADE	27372	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
PEAIRS, BRYAN	238955	03/23/2020	R20-146721	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
PERCEPTIVE ENTERPRISES, INC.	27373	03/09/2020	3598	PROFESSIONAL DBE CONSULTING SERVICES	\$1,530.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$17,430.00
PETTY CASH - FINANCE	238879	03/16/2020	FEB 2020	PETTY CASH FUND REPLENISHMENT	\$621.05
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,935.81

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PETTY CASH -PARKS & RECREATION	238789	03/02/2020	MARCH 7, 2020	START UP CHANGE FOR RACE ON THE BASE EVENT	\$800.00
Remit to: MORENO VALLEY, CA					FYTD: \$800.00
PIERCE, MARRIAN	238956	03/23/2020	2001288.047	REFUND-CELEBRATION PARK PICNIC SHELTER #52 RESERVATION	\$43.30
Remit to: MORENO VALLEY, CA					FYTD: \$43.30
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	238835	03/09/2020	0011363122	PUBLIC HEARING NOTICE ADVERTISING-LGL19-0053	\$1,442.40
		03/09/2020	0011367677	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0020	
		03/09/2020	0011361993	PUBLIC HEARING NOTICE ADVERTISING-PEN18-0259	
		03/09/2020	0011363135	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0166	
		03/09/2020	0011367683	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0220	
		03/09/2020	0011367672	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0166	
		03/09/2020	0011363130	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0052	
Remit to: COLORADO SPRINGS, CO					FYTD: \$5,622.90
PRIME RETAIL SERVICES INC	239042	03/30/2020	BL#36271- YR2020	REFUND/OVER PAYMENT FOR BL#36271	\$70.86
Remit to: FLOWERY BRANCH, GA					FYTD: \$70.86
PROFESSIONAL COMMUNICATIONS NETWORK PCN	238867	03/16/2020	156800277	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$543.31
Remit to: RIVERSIDE, CA					FYTD: \$5,365.10
PROLINE CONTRACTING, INC	238957	03/23/2020	CK#229351	REISSUE REFUND FOR BL #25215	\$123.39
Remit to: MORENO VALLEY, CA					FYTD: \$123.39

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PRUDENTIAL OVERALL SUPPLY	27273	03/02/2020	22947599	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$409.02
		03/02/2020	22947597	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/02/2020	22947595	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/02/2020	22947594	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/02/2020	22947593	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/02/2020	22947598	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/02/2020	22943978	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/02/2020	22943971	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/02/2020	22943977	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/02/2020	22947592	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/02/2020	22947601	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/02/2020	22947602	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/02/2020	22943972	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/02/2020	22943973	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/02/2020	22947603	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/02/2020	22947604	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/02/2020	22947605	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/02/2020	22947596	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/02/2020	22943974	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	

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PRUDENTIAL OVERALL SUPPLY		03/02/2020	22947600	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	

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PRUDENTIAL OVERALL SUPPLY	27428	03/16/2020	22958844	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	\$718.79
		03/16/2020	22951573	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/16/2020	22951577	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/16/2020	22951570	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/16/2020	22951572	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/16/2020	22955213	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/16/2020	22955205	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/16/2020	22951583	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/16/2020	22955203	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/16/2020	22955211	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/16/2020	22955210	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/16/2020	22951575	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/16/2020	22955209	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/16/2020	22951581	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/16/2020	22955207	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/16/2020	22951579	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/16/2020	22951580	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/16/2020	22955206	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/16/2020	22955200	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	

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PRUDENTIAL OVERALL SUPPLY		03/16/2020	22955204	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/16/2020	22955202	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/16/2020	22958845	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/16/2020	22951576	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/16/2020	22951574	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	27481	03/23/2020	22958846	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	\$627.00
		03/23/2020	22962514	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/23/2020	22962515	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/23/2020	22958851	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/23/2020	22958842	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/23/2020	22962509	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/23/2020	22955201	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/23/2020	22951571	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/23/2020	22955208	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/23/2020	22955212	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/23/2020	22951578	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/23/2020	22958843	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		03/23/2020	22962513	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/23/2020	22962508	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		03/23/2020	22962517	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		03/23/2020	22958847	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		03/23/2020	22958848	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		03/23/2020	22958849	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		03/23/2020	22958850	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/23/2020	22951582	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	27520	03/30/2020	22966068	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	\$322.32
		03/30/2020	22962510	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/30/2020	22962512	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/30/2020	22966063	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/30/2020	22962516	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		03/30/2020	22962505	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/30/2020	22962511	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		03/30/2020	22962504	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		03/30/2020	22962507	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/30/2020	22966062	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		03/30/2020	22958841	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		03/30/2020	22958840	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		03/30/2020	22966064	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		03/30/2020	22958839	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		03/30/2020	22958838	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
	03/30/2020	22962506	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF		
Remit to: RIVERSIDE, CA					FYTD: \$15,297.45
PVP COMMUNICATIONS, INC.	27274	03/02/2020	127139	HELMET & RADIO COMMUNICATION KIT/INSTALL FOR PD MOTOR OFFICER	\$1,584.52
Remit to: TORRANCE, CA					FYTD: \$3,848.80

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RAMOS, ROBERTO	27449	03/18/2020	MAR-2020 UPDATED	INSTRUCTOR SERVICES-TAE KWON DO, WOMENS SELF-DEFENSE, ETC.	\$786.45
Remit to: MORENO VALLEY, CA					FYTD: \$14,192.85
READY REFRESH BY NESTLE	27275	03/02/2020	00B0035653633	BOTTLED WATER SVC.-RED MAPLE ELEMENTARY/CHILD CARE	\$68.07
		03/02/2020	00B0035449404	BOTTLED WATER SVC.-SUNNYMEAD ELEMENTARY/CHILD CARE	
		03/02/2020	00B0035449420	BOTTLED WATER/COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
	27522	03/30/2020	00C0035449420	BOTTLED WATER/COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	\$91.43
		03/30/2020	00C0035653633	BOTTLED WATER SVC.-RED MAPLE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$638.03
REED, RONALD	238846	03/09/2020	R20-146065	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$52.00
Remit to: MORENO VALLEY, CA					FYTD: \$52.00
REGALADO, BLANCA E	27276	03/02/2020	FEB-2020	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$420.00
	27482	03/23/2020	MAR-2020	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$210.00
Remit to: MORENO VALLEY, CA					FYTD: \$3,834.60
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	27277	03/02/2020	70042319	LINENS RENTAL FOR CRC BALLROOM	\$24.00
	27429	03/16/2020	S70045447	LINENS RENTAL FOR SPECIAL EVENTS AT CRC	\$339.73
		03/16/2020	70045303	LINENS RENTAL FOR CRC BALLROOM	
		03/16/2020	70048364	LINENS RENTAL FOR CRC BALLROOM	
		03/16/2020	S70048439	LINENS RENTAL FOR SPECIAL EVENTS AT CRC	
Remit to: LOS ANGELES, CA					FYTD: \$3,414.41

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REYES, KAYLA	238958	03/23/2020	2001497.047	REFUND - WATERCOLOR TECHNIQUE ADULT CLASS	\$31.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$31.00
RHYTHM TECH PRODUCTIONS	27523	03/30/2020	341	INSTALLATION OF WALL MOUNT KIT & POWER OUTLETS/SPEAKER REPAIRS	\$762.00
Remit to: CALIMESA, CA					<u>FYTD:</u> \$21,292.98
RIDGE RANCHO BELAGO	238815	03/02/2020	P11-110	REFUND DEPOSIT-P11-110 MITIGATION/WEST RIDGE COMMERCE CTR. PROJECT	\$1,890.69
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$1,890.69
RIGHTWAY SITE SERVICES, INC.	238790	03/02/2020	259822	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$516.28
		03/02/2020	259823	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
	238868	03/16/2020	259905	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	\$206.30
	238987	03/30/2020	260841	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	\$668.73
		03/30/2020	260840	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
		03/30/2020	260492	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$16,145.45
RIVERSIDE AREA RAPE CRISIS CENTER	238914	03/23/2020	AUGUST2019-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,702.43
		03/23/2020	JULY2019-01	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	
	238988	03/30/2020	SEPTEMBER2019-03	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$1,139.14
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,922.07
RIVERSIDE COUNTY - DPSS	238959	03/23/2020	2001302.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$500.00

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RIVERSIDE COUNTY - DPSS	238960	03/23/2020	2001301.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$500.00
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	238836	03/09/2020	HS0000006513	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$100.00
	238989	03/30/2020	HS0000006534	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$100.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,050.00
RIVERSIDE COUNTY FIRE DEPARTMENT	238791	03/02/2020	INV-00102532	5K RACE ACROSS THE BASE-SUPPLEMENTAL DEPOSIT	\$132.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$329.00
RIVERSIDE COUNTY OFFICE OF EDUCATION	238869	03/16/2020	2020 / 1862	TRANSLATION SERVICES-CITY COUNCIL MEETINGS 2/4 & 2/18/20	\$332.85
		03/16/2020	2020 / 1622	TRANSLATION SERVICES-CITY COUNCIL MEETING 1/7/20	
	238961	03/23/2020	2001303.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$1,658.50
	238962	03/23/2020	2001295.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$2,219.50
	238963	03/23/2020	2001298.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$1,760.50
	238964	03/23/2020	2001232.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$2,030.00
	238965	03/23/2020	2001227.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$1,817.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$12,101.40
RIVERSIDE MEDICAL CLINIC	27524	03/30/2020	700000183 02/27	EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$1,400.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$13,477.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	27430	03/16/2020	1149	SART EXAMS BILLING FOR PD - FEB. 2020	\$4,400.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24,000.00

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RSG, INC	27431	03/16/2020	I005867	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-FEB. 2020	\$488.75
Remit to: IRVINE, CA					<u>FYTD:</u> \$13,748.25
RUBALCAVA, MARIA	238966	03/23/2020	2001518.047	REFUND-FOLKLORIC DANCE ADULT CLASS	\$11.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11.50
RUBIO, REINA	238967	03/23/2020	R19-139942	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$95.00
RUIZ, REFUGIO	239043	03/30/2020	MVA040020558	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: PERRIS, CA					<u>FYTD:</u> \$57.50
RYDER INTEGRATED LOGISTICS INC	239044	03/30/2020	BL#20538- YR2020	REFUND/OVER PAYMENT FOR BL#20538	\$65.00
Remit to: MIAMI, FL					<u>FYTD:</u> \$65.00
SAFEWAY SIGN CO.	27278	03/02/2020	16272	TRAFFIC SIGNS/HARDWARE	\$1,538.67
	27483	03/23/2020	16445	TRAFFIC SIGNS/HARDWARE	\$3,221.79
Remit to: ADELANTO, CA					<u>FYTD:</u> \$46,340.18
SALVATION ARMY	27525	03/30/2020	16 / FEB-20	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	\$1,065.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82,591.09
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	27432	03/16/2020	108130	FIRE EXTINGUISHERS CERT TESTING-ANIMAL SHELTER	\$600.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$4,850.12

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SEARLE CREATIVE GROUP, LLC	27280	03/02/2020	20047	WEBSITE HOSTING & MAINTENANCE-JAN. 2020	\$2,225.25
		03/02/2020	19359	WEBSITE HOSTING & MAINTENANCE-DEC. 2019	
Remit to: VENTURA, CA					FYTD: \$2,225.25
SECTRAN SECURITY, INC	238792	03/02/2020	20021036	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-FEB. 2020	\$562.87
		238915	03/23/2020	20031030	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-MAR. 2020
Remit to: LOS ANGELES, CA					FYTD: \$4,951.77
SHANAHAN, RITA	238847	03/09/2020	2001209.047	WITHDRAW REFUND-CHAIR AEROBICS CLASS	\$40.00
Remit to: MORENO VALLEY, CA					FYTD: \$40.00
SHAYNESKGUA COLEN	27374	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
SHERIFF'S SPECIAL EVENTS	238902	03/16/2020	APRIL 8, 2020	ANNUAL AWARDS CEREMONY-TABLE FOR 10-MV POLICE DEPT	\$300.00
Remit to: RIVERSIDE, CA					FYTD: \$300.00
SHUKERRAH PALMER	27375	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,500.00
SIGNS BY TOMORROW	27433	03/16/2020	24736	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$1,822.50
		03/16/2020	24735	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		03/16/2020	24664	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		03/16/2020	24737	UPDATE & INSTALLATION OF TWO PUBLIC HEARING SIGNS	
		03/16/2020	24665	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
Remit to: MURRIETA, CA					FYTD: \$5,771.25

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SITONE LANDSCAPE SUPPLY HOLDING, LLC	238916	03/23/2020	97372398-001	IRRIGATION SUPPLIES FOR PARKS MAINTENANCE	\$15,762.79
Remit to: CHICAGO, IL					FYTD: \$15,762.79
SKY PUBLISHING	27376	03/09/2020	20-2_113	FULL PAGE AD-YOUR VILLA MAGAZINE/2020 ISSUE 2	\$1,400.00
Remit to: MORENO VALLEY, CA					FYTD: \$14,450.00
SOCAL OFFICE TECHNOLOGIES, INC.	27281	03/02/2020	IN1056425	STAPLE REFILLS FOR PD BUSINESS OFFICE COPIER	\$105.60
Remit to: CYPRESS, CA					FYTD: \$3,924.91
SOLANO, PATRICIA ANN	238850	03/09/2020	3/12 - 3/13/20	TRAVEL PER DIEM-2020 CPRS CONFERENCE	\$99.00
Remit to: MENIFEE, CA					FYTD: \$99.00
SORENSEN FORENSICS, LLC	27377	03/09/2020	45349	DNA EXTRACTION ANALYSIS SERVICES FOR PD	\$50.00
Remit to: SALT LAKE CITY, UT					FYTD: \$289.00
SORIANO, EVELYN	239045	03/30/2020	R20-146898	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	238837	03/09/2020	3564430	EMISSIONS FEES INVOICE-FIRE STATION 2	\$286.44
		03/09/2020	3564049	EMISSIONS FEES INVOICE-FIRE STATION 91	
	238917	03/23/2020	3602996	EMISSIONS FEES INVOICE-FIRE STATION 6	\$136.40
Remit to: DIAMOND BAR, CA					FYTD: \$3,714.60

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SOUTHERN CALIFORNIA EDISON	238793	03/02/2020	707-6081/OCT-DEC	ELECTRICITY CHARGES (CORRECTION FOR SERVICE ACCOUNT 3-025-7669-56)	\$3,041.85
		03/02/2020	FEB-20 3/2/20	ELECTRICITY CHARGES	
	238838	03/09/2020	FEB-20 3/9/20	ELECTRICITY CHARGES	\$7,846.97
	238990	03/30/2020	FEB-20 3/30/20	ELECTRICITY CHARGES	\$1,542.51
		03/30/2020	MAR-20 3/30/20	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$1,922,728.91
SOUTHERN CALIFORNIA GAS CO.	238872	03/16/2020	FEB-2020	GAS CHARGES	\$8,426.82
Remit to: MONTEREY PARK, CA					FYTD: \$57,876.74
SPARKLETTS	27282	03/02/2020	10050036 020220	BOTTLED WATER COOLER RENTAL FOR EOC/ERF	\$4.73
Remit to: DALLAS, TX					FYTD: \$307.40
SPRINT	238992	03/30/2020	LCI-332662	GPS/CELLULAR PINGS FOR PD	\$100.00
Remit to: KANSAS CITY, MO					FYTD: \$500.00
SRG ACQUISITION LLC	238816	03/02/2020	P16-056	REFUND DEPOSIT-PEN16-0021/P16-056-EIR FOR INDIAN STREET COMMERCE	\$15,151.94
Remit to: IRVINE, CA					FYTD: \$15,151.94
SSD ALARM/FORMERLY PACIFIC ALARM SERVICE, INC	238794	03/02/2020	R 154486	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-MAR 2020	\$516.50
		03/02/2020	R 154485	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-MAR 2020	
Remit to: BEAUMONT, CA					FYTD: \$5,681.50
STANDARD INSURANCE CO	238795	03/02/2020	200301	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,263.16
Remit to: PORTLAND, OR					FYTD: \$9,969.68

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	27283	03/02/2020	17132081	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-FEB20	\$9,448.00
		03/02/2020	16892680	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-NOV19	
		03/02/2020	16673865	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-AUG19	
		03/02/2020	16745008	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-SEP19	
		03/02/2020	17049419	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-JAN20	
		03/02/2020	16586100	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-JUL19	
		03/02/2020	16811251	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-OCT19	
		03/02/2020	16974359	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-DEC19	
Remit to: PALATINE, IL					<u>FYTD:</u> \$43,912.45
STAR HARDWARE	238895	03/16/2020	BL#33160-YR2020	REFUND OF OVER-PAYMENT FOR BL#33160	\$65.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$65.00
STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	238796	03/02/2020	117131	HAZARDOUS WASTE REMOVAL AT CITY YARD	\$1,875.58
Remit to: FONTANA, CA					<u>FYTD:</u> \$25,153.42
STATE BOARD OF EQUALIZATION 1	27500	03/25/2020	022920	SALES & USE TAX REPORT FOR 2/1-2/29/20	\$2,249.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$70,564.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STATE OF CALIFORNIA DEPT. OF JUSTICE	238797	03/02/2020	419996 (OEM)	FINGERPRINTING SERVICES-OEM DEPT. RELATED-NOV19	\$593.00
		03/02/2020	419996 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-NOV19	
		03/02/2020	419996 (PCS)	FINGERPRINTING SERVICES-P&CS SPORTS COACHES-NOV19	
		03/02/2020	419996 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-NOV19	
	238798	03/02/2020	425747 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES/CONTRACT INSTRUCTOR-DEC19	\$757.00
		03/02/2020	425747 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-DEC19	
		03/02/2020	425747 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-DEC19	
	238919	03/23/2020	437484	LIVE SCAN FINGERPRINTING APPS FOR PD-FEB. 2020	\$1,237.00
Remit to: SACRAMENTO, CA					FYTD: \$36,006.00
STEFFEN, TIMOTHY	239046	03/30/2020	MVA010010593	REFUND- PARKING CONTROL FEES OVERPAYMENT	\$0.50
Remit to: MORENO VALLEY, CA					FYTD: \$0.50
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	27434	03/16/2020	43334	TRANSCRIPTION SERVICES FOR PD-FEB. 2020	\$885.87
Remit to: CORONA, CA					FYTD: \$12,604.95
STEPHEN H BADGETT CONSULTING LLC	27435	03/16/2020	MVU-013	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/FEB 2020	\$4,287.50
Remit to: MURRIETA, CA					FYTD: \$20,562.50
STONE ROOFING COMPANY INC	239047	03/30/2020	BL#06360- YR2020	REFUND/OVER PAYMENT FOR BL#06360	\$90.90
Remit to: AZUSA, CA					FYTD: \$90.90

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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>	
STRADLING, YOCCA, CARLSON & RAUTH	27484	03/23/2020	362548-0031	LEGAL SERVICES-GENERAL-FEB. 2020	\$3,096.00	
		03/23/2020	362552-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-FEB. 2020		
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$45,001.50	
SUNNYMEAD ACE HARDWARE	238799	03/02/2020	85496	MISC SUPPLIES FOR FIRE STATION	\$948.73	
		03/02/2020	83400	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84524	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84572	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84577	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84793	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84795	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	84825	MISC SUPPLIES FOR FIRE STATION 99		
		03/02/2020	84821	MISC SUPPLIES FOR FIRE STATION 58		
		03/02/2020	85730	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	85791	MISC SUPPLIES FOR FIRE STATION 91		
		03/02/2020	85796	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	85815	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	85898	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	85102	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	84836	MISC SUPPLIES FOR FIRE STATION		
		03/02/2020	85312	MISC SUPPLIES FOR FIRE STATION		
		238920	03/23/2020	86351	MISC SUPPLIES FOR FIRE STATION 2	\$66.46
			03/23/2020	86262	MISC SUPPLIES FOR FIRE STATION 65	
		Remit to: MORENO VALLEY, CA				

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
SUPER STORAGE	239048	03/30/2020	BL#30496- YR2020	REFUND/OVER PAYMENT FOR BL#30496	\$316.51
Remit to: LA JOLLA, CA					<u>FYTD:</u> \$316.51
SUPERIOR PAVEMENT MARKINGS, INC	238896	03/16/2020	BL#19777-YR2020	REFUND OF OVER-PAYMENT FOR BL#19777	\$146.50
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$146.50
SUPERIOR READY MIX CONCRETE	238873	03/16/2020	107286	DELIVERY OF MIXED CONCRETE	\$546.20
Remit to: HEMET, CA					<u>FYTD:</u> \$546.20
SYNERGY COMPANIES	238993	03/30/2020	MVU RES DI 02-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$3,419.24
Remit to: HAYWARD, CA					<u>FYTD:</u> \$429,766.35
TABEL, EID	238968	03/23/2020	2001244.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$2,835.00
Remit to: BANNING, CA					<u>FYTD:</u> \$2,835.00
TAHREEM KHAN	27378	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
TAITYANA L. BENSON	27379	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
TECTA AMERICAN SOUTHERN CALIFORNIA, INC	238897	03/16/2020	BL#27465-YR2020	REFUND OF OVER-PAYMENT FOR BL#27465	\$72.33
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$72.33

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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>
TELEPHONE TOWN HALL MEETING, INC.	27527	03/30/2020	8089	COVID-19 VOICE BROADCAST	\$3,724.00
		03/30/2020	8105	COVID-19 VOICE BROADCAST	
Remit to: GOLDEN, CO					<u>FYTD:</u> \$18,730.30
TENASKA ENERGY, INC	27485	03/23/2020	MOREN0027230026	RENEWABLE ENERGY-MV UTILITY	\$13,858.65
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$5,327,313.60
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	27436	03/16/2020	118232	FLEX AND COBRA ADMIN FEES-FEB 2020	\$1,241.75
Remit to: TEMECULA, CA					<u>FYTD:</u> \$437,632.67
THE GRANITE CONNECTION	239049	03/30/2020	BL#13899- YR2020	REFUND/OVER PAYMENT FOR BL#13899	\$66.03
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$66.03
THE HOME DEPOT	238898	03/16/2020	BL#32916-YR2020	REFUND OF OVER-PAYMENT FOR BL#32916	\$81.50
Remit to: ATLANTA, GA					<u>FYTD:</u> \$857.82
THE LEW EDWARDS GROUP	27437	03/16/2020	214	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-FEB20	\$5,750.00
Remit to: OAKLAND, CA					<u>FYTD:</u> \$47,750.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
THE SOCO GROUP INC.	27438	03/16/2020	0760502-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$18,680.03
		03/16/2020	0765520-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/16/2020	0764214-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/16/2020	0763016-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/16/2020	0761277-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/16/2020	0762592-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	27487	03/23/2020	0767609-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$8,938.25
		03/23/2020	0766648-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		03/23/2020	0768787-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					<u>FYTD:</u> \$267,899.61
THOMAS, AMBER	239050	03/30/2020	R19-142800	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
THOMPSON COBURN LLP	27529	03/30/2020	3414231	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-FEB. 2020	\$72.78
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$225.61
THOMSON REUTERS-WEST PUBLISHING CORP.	27287	03/02/2020	841778776	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JAN. 2020	\$1,140.93
	27439	03/16/2020	841838356N	LAW LIBRARY-CA GOVERNMENT CODE 2020	\$287.70
	27440	03/16/2020	841941733	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-FEB. 2020	\$1,140.93
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$11,428.34
TILFORD, ASHLEY	27380	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
TIME WARNER CABLE	238874	03/16/2020	091922301030120	FIBER INTERNET ACCESS SERVICES - MAR. 2020	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$7,596.00

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TKE ENGINEERING INC	238800	03/02/2020	2019-1081	ENGINEERING DESIGN SERVICES FOR MAIN LIBRARY ADA IMPROVEMENT PROJECT	\$12,900.00
	238921	03/23/2020	2019-1223	ALESSANDRO BLVD TRAFFIC SIGNAL AT GRANT ST, CONSULTANT SERVICES	\$695.00
	238994	03/30/2020	2019-1222	ENGINEERING SERVICES FOR CIVIC CENTER PARK & AMPHITHEATER PROJECT	\$4,595.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$52,327.50
T-MOBILE USA	238839	03/09/2020	9392170320	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$102.00
Remit to: SEATTLE, WA					<u>FYTD:</u> \$11,271.00
TORRES, CHRISTOPHER ANTHONY	238817	03/02/2020	126426	REFUND-DUPLICATE PAYMENT/BL#27209	\$291.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$291.80
TOWNSEND PUBLIC AFFAIRS, INC.	27381	03/09/2020	15701	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-MAR. 2020	\$4,000.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$25,000.00
TRANSOFT SOLUTIONS, INC.	239057	03/30/2020	138685	AUTOTURN SL MAP RENEWAL-LICENSE 25714	\$880.00
Remit to: RICHMOND, BC					<u>FYTD:</u> \$880.00
TRICHE, TARA	27450	03/18/2020	MAR-2020 UPDATED	INSTRUCTOR SERVICES-DANCE CLASSES	\$725.70
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$11,844.90
TRUEPOINT SOLUTIONS, LLC	27488	03/23/2020	20-166	BUSINESS ANALYST SUPPORT SERVICES-FEB. 2020	\$1,275.00
	27530	03/30/2020	20-185	BUSINESS ANALYST SUPPORT SERVICES-NOV/DEC. 2019, JAN. 2020	\$8,237.50
Remit to: LOOMIS, CA					<u>FYTD:</u> \$23,087.50

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TRULY NOLEN OF AMERICA, INC	239051	03/30/2020	BL#06792- YR2020	REFUND/OVER PAYMENT FOR BL#06792	\$88.31
Remit to: TUCSON, AZ					<u>FYTD:</u> \$88.31
TUKES, JOSHUA	27451	03/18/2020	MAR-2020 UPDATED	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASSES	\$57.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,526.40
TUMON BAY RESORT & SPA	27531	03/30/2020	APR. 2020 RENT	APRIL 2020 RENT (INCL. CAM, ETC.) FOR EMPLOYMENT RESOURCE CTR.	\$8,014.73
Remit to: TAMUNING, GU					<u>FYTD:</u> \$80,147.30
TWINING, INC.	27288	03/02/2020	80077	PAVEMENT REHAB VRS STREETS CDBG FY19/20-CONSULTANT SVCS	\$8,606.00
	27489	03/23/2020	80455	PAVEMENT REHAB VRS STREETS CDBG FY19/20-CONSULTANT SVCS	\$860.00
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$16,633.34
TYLENE, ALDASSY	239052	03/30/2020	MVA020030945	REFUND- PARKING CONTROL FEES OVERPAYMENT	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50
TYRA COLEMAN	27382	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
U.S. POSTAL SERVICE	238801	03/02/2020	SUMMER 2020	PERMIT #153-DEPOSIT FOR POSTAGE TO MAIL RECREATION GUIDES	\$5,000.00
	238822	03/04/2020	PERMIT 6/MAR20	POSTAGE-MAILER 1-JOIN THE CONVERSATION	\$3,035.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$27,035.00

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ULTRASERV AUTOMATED SERVICES, LLC	27442	03/16/2020	124381	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	\$2,206.66		
		03/16/2020	188833	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
		03/16/2020	196056	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION			
		03/16/2020	196053	COFFEE SERVICE SUPPLIES-ANNEX 1			
		03/16/2020	196046	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION			
		03/16/2020	196048	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
		03/16/2020	110642	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION			
		03/16/2020	185655	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION			
		03/16/2020	192304	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION			
		03/16/2020	188831	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER			
		03/16/2020	182188	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION			
		03/16/2020	182182	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER			
		03/16/2020	179004	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION			
		03/16/2020	179001	COFFEE SERVICE SUPPLIES-CITY YARD			
		03/16/2020	172700	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION			
		03/16/2020	136466	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION			
		03/16/2020	196049	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER			
		27533	03/30/2020	199475		COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	\$572.90
			03/30/2020	202747		COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER	
	03/30/2020		199476	COFFEE SERVICE SUPPLIES-ANNEX 1			
03/30/2020	196051		COFFEE SERVICE SUPPLIES-ANIMAL SHELTER				

Remit to: COSTA MESA, CA FYTD: \$12,104.21

ULTRASYSTEMS ENVIRONMENTAL, INC.	27289	03/02/2020	11887	MORENO MDP LINE K-1 STG 3 K-4-CONSULTING SERVICES	\$1,869.00
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Remit to: IRVINE, CA FYTD: \$36,037.00

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UNDERGROUND SERVICE ALERT	27490	03/23/2020	120200467 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN20	\$229.45
		03/23/2020	120200467 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN20	
		03/23/2020	120200467 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN20	
		03/23/2020	120200467 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JAN20	
	27491	03/23/2020	220200469 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB20	\$184.90
		03/23/2020	220200469 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB20	
		03/23/2020	220200469 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB20	
		03/23/2020	220200469 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-FEB20	
	238922	03/23/2020	dsb20190351 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28
			dsb20190351 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			dsb20190351 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			dsb20190351 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
238923	03/23/2020	dsb20190985 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28	
		dsb20190985 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		dsb20190985 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		dsb20190985 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
Remit to: CORONA, CA					FYTD: \$4,887.64
UNDERLINE CONCEPTS	239053	03/30/2020	BL#31652- YR2020	REFUND/OVER PAYMENT FOR BL#31652	\$71.00
Remit to: LAKE ELSINORE, CA					FYTD: \$71.00
UNION BANK OF CALIFORNIA 1	238802	03/02/2020	1194291	INVESTMENT CUSTODIAL SERVICES-JAN. 2020	\$291.67
	238995	03/30/2020	1200468	INVESTMENT CUSTODIAL SERVICES-FEB. 2020	\$294.00
Remit to: LOS ANGELES, CA					FYTD: \$3,735.68
UNITED POWER GENERATION, INC.	27290	03/02/2020	4990	BOX SPRINGS COMMUNICATION SITE GENERATOR SERVICE-PARTS & LABOR	\$492.67
Remit to: RIVERSIDE, CA					FYTD: \$16,230.27

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UNITED ROTARY BRUSH CORP	27443	03/16/2020	313326	STREET SWEEPER BRUSHES & ACCESSORIES	\$1,417.04
		03/16/2020	313447	STREET SWEEPER BRUSHES & ACCESSORIES	
	27492	03/23/2020	313536	STREET SWEEPER BRUSHES & ACCESSORIES	\$910.84
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$31,365.14
UNITED SITE SERVICES OF CA, INC.	27493	03/23/2020	114-9906045	FENCE RENTAL AT ANIMAL SHELTER 2/13-3/11/20	\$106.40
	27534	03/30/2020	114-10051970	FENCE RENTAL AT ANIMAL SHELTER 3/12-4/8/20	\$106.40
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$1,170.40
UNK, RIDGE	238848	03/09/2020	R19-143610	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MONTCLAIR, CA					<u>FYTD:</u> \$75.00

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VACATE TERMITE & PEST ELIMINATION COMPANY	27291	03/02/2020	96191	PEST CONTROL SERVICE-JAN20-TRANSPORTATION TRAILER	\$515.00
		03/02/2020	96757	PEST CONTROL SERVICE-FEB20-TRANSPORTATION TRAILER	
		03/02/2020	96175	PEST CONTROL SERVICE-JAN20-CITY HALL	
		03/02/2020	96738	PEST CONTROL SERVICE-FEB20-CITY YARD SANTIAGO OFFICE	
		03/02/2020	96176	PEST CONTROL SERVICE-JAN20-CITY YARD	
		03/02/2020	95138	PEST CONTROL SERVICE-DEC19-PUBLIC SAFETY BUILDING	
		03/02/2020	96177	PEST CONTROL SERVICE-JAN20-CITY YARD SANTIAGO OFFICE	
		03/02/2020	96737	PEST CONTROL SERVICE-FEB20-CITY YARD	
		03/02/2020	96188	PEST CONTROL SERVICE-JAN20-ANIMAL SHELTER	
	27535	03/30/2020	95387	RODENT CONTROL SERVICES-JAN20-SHADOW MTN. PARK	\$1,427.00
		03/30/2020	95386	RODENT CONTROL SERVICES-JAN20-MORRISON PARK	
		03/30/2020	97528	PEST CONTROL SERVICE-MAR20-CITY YARD	
		03/30/2020	95384	RODENT CONTROL SERVICES-JAN20-EQUESTRIAN CENTER	
		03/30/2020	95383	RODENT CONTROL SERVICES-JAN20-CONFERENCE & REC. CENTER	
		03/30/2020	95382	RODENT CONTROL SERVICES-JAN20-COTTONWOOD GOLF COURSE	
		03/30/2020	97548	PEST CONTROL SERVICE-MAR20-TRANSPORTATION TRAILER	
		03/30/2020	95395	RODENT CONTROL SERVICES-JAN20-EDISON EASEMENT	
		03/30/2020	95388	RODENT CONTROL SERVICES-JAN20-SUNNYMEAD PARK	
		03/30/2020	95389	RODENT CONTROL SERVICES-JAN20-FAIRWAY PARK	
		03/30/2020	95390	RODENT CONTROL SERVICES-JAN20-CELEBRATION PARK	
	03/30/2020	95394	RODENT CONTROL SERVICES-JAN20-SKATE PARK		
	03/30/2020	95396	RODENT CONTROL SERVICES-JAN20-VISTA LOMAS PARK		
	03/30/2020	95391	RODENT CONTROL SERVICES-JAN20-EL POTRERO PARK		
	03/30/2020	95385	RODENT CONTROL SERVICES-JAN20-JFK PARK		
	03/30/2020	97529	PEST CONTROL SERVICE-MAR20-CITY YARD SANTIAGO OFFICE		

Remit to: MORENO VALLEY, CA

FYTD: \$17,151.00

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
VALLES, ELSA	238969	03/23/2020	CK#230956	REISSUE REFUND DEPOSIT-ANIMAL SERVICES	\$75.00
Remit to: CORONA, CA					<u>FYTD:</u> \$75.00
VALLEY CITIES GONZALES FENCE CO	27494	03/23/2020	9248	FENCING REPAIRS-JFK PARK	\$3,654.00
Remit to: NORCO, CA					<u>FYTD:</u> \$9,254.00
VALLEY WIDE TOWING, LLC	27536	03/30/2020	8617	EVIDENCE TOWING FOR PD	\$450.00
		03/30/2020	20-08639	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,123.75
VANESSA CARRASCO	27384	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00
VEGA, ALBERTO	238970	03/23/2020	R20-145449	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$190.00
VERIZON WIRELESS	238996	03/30/2020	9850184399	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$362.31
Remit to: DALLAS, TX					<u>FYTD:</u> \$3,875.00
VILLALOBOS, KHRYSTYNE	238875	03/16/2020	FALL 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,000.00
VILLALOBOS, PAUL R	27388	03/09/2020	3/10 - 3/13/20	TRAVEL PER DIEM & MILEAGE-CALIF. FIRE PREVENTION INSTITUTE	\$416.15
Remit to: SUN CITY, CA					<u>FYTD:</u> \$416.15

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
VISION SERVICE PLAN	27292	03/02/2020	808787944	EMPLOYEE VISION INSURANCE	\$3,975.29
Remit to: SAN FRANCISCO, CA					FYTD: \$35,085.55
VISTA PAINT CORPORATION	27293	03/02/2020	2020-281818-00	TRAFFIC PAINT	\$3,206.69
	27444	03/16/2020	2020-283668-00	SUPPLIES FOR TRAFFIC PAINTING	\$1,704.82
Remit to: FULLERTON, CA					FYTD: \$4,911.51
VOYAGER FLEET SYSTEM, INC.	27445	03/16/2020	869211615009	CNG FUEL PURCHASES	\$8,551.17
	27537	03/30/2020	869336602009	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,830.30
Remit to: HOUSTON, TX					FYTD: \$83,245.25
VULCAN MATERIALS CO, INC.	27446	03/16/2020	72506283	ASPHALTIC MATERIALS	\$3,222.91
		03/16/2020	72497069	ASPHALTIC MATERIALS	
		03/16/2020	72497068	ASPHALTIC MATERIALS	
		03/16/2020	72494131	ASPHALTIC MATERIALS	
		03/16/2020	72511420	ASPHALTIC MATERIALS	
		03/16/2020	72499478	ASPHALTIC MATERIALS	
		03/16/2020	72508456	ASPHALTIC MATERIALS	
		03/16/2020	72501236	ASPHALTIC MATERIALS	
		03/16/2020	72503834	ASPHALTIC MATERIALS	
		03/16/2020	72511419	ASPHALTIC MATERIALS	
		03/16/2020	72499479	ASPHALTIC MATERIALS	
		03/16/2020	72508457	ASPHALTIC MATERIALS	
		03/16/2020	72503835	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$51,143.81

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
WALK 'N ROLLERS	238973	03/23/2020	310	CYCLE 1 ATP CITYWIDE SAFE ROUTES TO SCHOOL PEDESTRIAN FACILITY IMPROVEMENTS-CONSULTANT SVCS	\$8,823.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$8,823.00
WATERWORKS POOL & SPA SYSTEM	239054	03/30/2020	BL#07110- YR2020	REFUND/OVER PAYMENT FOR BL#07110	\$76.95
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$76.95
WEST COAST SHOPPING CART SERVICE, INC.	238876	03/16/2020	20-035	SHOPPING CART RETRIEVAL SERVICES-JAN. 2020	\$3,527.50
Remit to: WEST COVINA, CA					<u>FYTD:</u> \$29,945.50
WESTERN MUNICIPAL WATER DISTRICT	238924	03/23/2020	24753-018620/FB0	WATER CHARGES-M.A.R.B. BALLFIELDS	\$3,650.15
		03/23/2020	23866-018292/FB0	WATER CHARGES-SKATE PARK	
		03/23/2020	23821-018257/FB0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
		03/23/2020	23821-018258/FB0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$37,231.62
WEXLER, VARAPORN	238971	03/23/2020	R20-146718	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
WFG NATIONAL TITLE COMPANY OF CALIFORNIA	238899	03/16/2020	126782	REFUND-ADMIN CITATION	\$1,000.00
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$1,000.00

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



**City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020**

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>
WILLDAN ENGINEERING	27294	03/02/2020	002-22234	CONSULTANT SERVICES-INTERIM CODE/NEIGHBORHOOD SERVICES DIVISION MANAGER/JANUARY 2020	\$19,390.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$364,126.81
WINCO FOODS, LLC	9000	03/23/2020	943365	PROGRAM-MOVAL MEALS	\$1,198.39
Remit to: BOISE, ID					<u>FYTD:</u> \$1,198.39
WRCASM	238972	03/23/2020	2001240.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$500.00
WSP USA, INC.	27386	03/09/2020	938391	MORENO MDP LINE F18 & F19-CONSULTANT SERVICES	\$22,284.69
	27495	03/23/2020	940249	MORENO MDP LINE F18 & F19-CONSULTANT SERVICES	\$1,305.14
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$56,197.15
XEROX CAPITAL SERVICES, LLC	27496	03/23/2020	099680270	COLOR COPIER LEASE/BILLABLE PRINTS-FEB 2020-PARKS DEPT.	\$1,558.26
		03/23/2020	099680271	COLOR COPIER EQUIPMENT LEASE-FEB 2020-PARKS DEPT.	
	27538	03/30/2020	099680269	COLOR COPIER EQUIPMENT LEASE-FEB 2020-GRAPHICS DEPT.	\$991.49
		03/30/2020	099782426	COLOR COPIER LEASE/BILLABLE PRINTS-FEB 2020-GRAPHICS DEPT.	
Remit to: PASADENA, CA					<u>FYTD:</u> \$22,395.17
YAN LING LI	239055	03/30/2020	BL#34632- YR2020	REFUND/OVER PAYMENT FOR BL#34632	\$80.54
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$80.54
YANG, LI	238900	03/16/2020	C16700	REFUND-ADMIN CITATION-OVER PAYMENT	\$3,240.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$3,240.00
YOLANDA NEAL - YAKUBU	27387	03/09/2020	MARCH 2020	MOVAL LEARNS-MARCH 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,500.00

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



City of Moreno Valley
Payment Register
For Period 3/1/2020 through 3/31/2020

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>
YOUGURTLAND MORENO VALLEY	238901	03/16/2020	BL#34955-YR2020	REFUND OF OVER-PAYMENT FOR BL#34955	\$67.00
Remit to: CHINO, CA					<u>FYTD:</u> \$67.00
ZOLL MEDICAL CORPORATION	27295	03/02/2020	2992473	LITHIUM BATTERIES FOR AUTOMATED EXTERNAL DEFIBRILLATORS	\$396.79
Remit to: CHELMSFORD, MA					<u>FYTD:</u> \$46,295.17
ZONOS PLAZA	239056	03/30/2020	BL#22456- YR2020	REFUND/OVER PAYMENT FOR BL#22456	\$96.19
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$96.19

TOTAL CHECKS UNDER \$25,000 **\$1,228,708.30**

GRAND TOTAL **\$13,863,944.44**

Attachment: March 2020 Payment Register (3881 : PAYMENT REGISTER - MARCH 2020)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF POWER PURCHASE AGREEMENT FOR RENEWABLE RESOURCES BETWEEN THE CITY OF MORENO VALLEY (AS BUYER) AND RE GREYSHARK LLC (AS SELLER)

RECOMMENDED ACTION

Recommendations:

1. Approve the Power Purchase Agreement for Renewable Resources between the City of Moreno Valley (as Buyer) and RE Greysark LLC (as Seller).
2. Authorize the City Manager to execute the Power Purchase Agreement upon review and approval by the City Attorney.

SUMMARY

All publicly owned utilities must adopt a Renewables Portfolio Standard (RPS) program with mandated goals for purchasing energy generated through eligible renewable sources as required by state law. Common renewable resources include biomass, water (small hydro), geothermal, wind, and solar energy. This report recommends approval of an agreement for Moreno Valley Utility (MVU) to purchase renewable energy from RE Greysark, LLC's Gaskell West solar generating facility.

DISCUSSION

On June 11, 2013, the City Council approved Resolution No. 2013-37 adopting a Renewable Energy Procurement Plan pursuant to Senate Bill 2-1X (SB 2X). SB 2X requires all publicly owned utilities to adopt an RPS program with prescribed goals for procuring renewable energy resources and the criteria for achieving such goals. The goals for procuring renewable energy are as follows:

- Procurement targets are described as a percentage of retail sales –
 - Compliance Period One: an average of 20% RPS eligible resource procurement
 - Compliance Period Two: by December 31, 2016, 25% RPS eligible resource procurement
 - Compliance Period Three: by December 31, 2020, 33% RPS eligible resource procurement

Senate Bill 350, signed by the Governor in October 2015, increases the renewable energy requirement to 50% by December 31, 2030. Beginning January 1, 2021, at least 65% of the renewable resources acquired for each compliance period must come from contracts that are at least 10 years in duration. Senate Bill 100, signed into law in 2018, requires all retail electricity in the state to be carbon-free by 2045.

In January 2019, a Request for Proposals for cost-effective Long-Term Eligible Renewable Energy Resources was issued to eleven firms. Two firms submitted proposals. The Gaskell West project submitted by Recurrent Energy was selected after an extensive review.

The Gaskell West project is a 16 MW photovoltaic power project located in Kern County, California. The expected commercial operation date of the facility is December 31, 2022, which is when MVU will begin to receive energy from the project.

The terms of the Power Purchase Agreement include a fixed price of \$26.95 per MWh over 20 years for the energy and renewable attributes. The project will also provide Resource Adequacy (capacity) benefits at no additional charge. Guaranteed milestones include project construction start, and commercial operation. If either of these milestones are not met, the Seller will pay daily delay damages in the amount up to \$5,333 per day. At any time on or before December 31, 2020, MVU may exercise an option to add an energy storage facility capable of storing up to 6MW capacity and 24 MWh duration located on the Gaskell West project site. The energy storage project may be developed by MVU or the seller and may include lithium ion battery storage.

The fixed price negotiated with the seller not only provides MVU with some cost stability, but also compares favorably with the price negotiated for the Antelope Expansion 3 Project that was approved by Council on October 17, 2017. The 20-year fixed price for the energy to be received from the Antelope Expansion 3 Solar Project is \$36.87 per MWh, which is \$9.92 per MWh higher than for the Gaskell West project. This reduction in price primarily reflects the continued decline in the cost of solar panels over the last few years.

MVU's allocation in this project will count towards the renewable energy requirement as set forth in SB 350 and SB 100, and conforms to the policies established by the updated Integrated Resource Plan that the City Council approved on September 18, 2018.

ALTERNATIVES

1. Approve the Power Purchase Agreement for Renewable Resources between the City of Moreno Valley (as Buyer) and RE Greyspark, LLC (as Seller) and authorize the City Manager to execute the Power Purchase Agreement. Staff recommends this alternative. *The approval of this Agreement will help the City to comply with the State mandate for the purchase of renewable energy.*
2. Do not approve the Power Purchase Agreement and do not authorize the City Manager to execute the Power Purchase Agreement. Staff does not recommend this alternative. *The City could be found non-compliant with the State mandate for renewable energy.*

FISCAL IMPACT

This project requires no contributions to construction costs, and therefore will have no fiscal impact for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022. MVU will only pay for the actual energy received beginning in December 2022. The projected average annual cost is approximately \$781,317 based on anticipated project output and an offset for the value of energy. This contract will be included in the Fiscal Year 2020/2021 budget.

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Dean Ayer
Management Analyst

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

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety

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

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

ATTACHMENTS

- 1. RE Greysark_City of Moreno Valley_PPA_RE 04162020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/21/19 8:55 AM
City Attorney Approval	<u>✓ Approved</u>	10/21/19 3:17 PM
City Manager Approval	<u>✓ Approved</u>	10/23/19 4:07 PM

*Execution Version***POWER PURCHASE AGREEMENT****COVER SHEET**

Seller: RE Greyspark LLC, a Delaware limited liability company.

Buyer: City of Moreno Valley, a California municipal corporation and general law city organized under the laws of the State of California.

Description of Facility: A 16 MW AC photovoltaic electric generating facility located in Kern County, California.

Milestones:

Milestone	Completion Date
Site Control	Complete
Documentation of Conditional Use Permit if required: CEQA <input checked="" type="checkbox"/> Cat Ex, <input type="checkbox"/> Neg Dec, <input type="checkbox"/> Mitigated Neg Dec, <input type="checkbox"/> EIR, EIS/BLM ROW[]	Complete
Phase II Interconnection Study Results	Complete
Executed Interconnection Agreement	Complete
Financial Close	10/31/2022
Expected Construction Start Date	10/31/2022
Initial Synchronization	12/15/2022
Network Upgrades completed (evidenced by delivery of permission to parallel letter from the Transmission Provider)	Complete
Expected Commercial Operation Date	12/31/2022

Delivery Term: 20 Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1	50,398
2	50,096
3	49,793
4	49,491
5	49,189
6	48,886
7	48,584
8	48,281
9	47,979
10	47,677
11	47,374
12	47,072
13	46,769
14	46,467
15	46,165
16	45,862
17	45,560
18	45,257
19	44,955
20	44,653

Monthly Expected Energy:¹

Month	Expected Energy (MWh)
January	2,681
February	2,966
March	4,280
April	4,658
May	5,401
June	5,466
July	5,484
August	5,300
September	4,738
October	3,998
November	2,936
December	2,491

Contract Price:

Contract Year	Contract Price (\$/MWh)
1-20	\$26.95

¹ This table reflects Seller's Expected Energy by calendar month in the first Contract Year, as if the first Contract Year begins on January first. The first Contract Year may begin on another date, per the terms of this Agreement.

Product:

- x Energy
- x Green Attributes:
 - x Portfolio Content Category 1
 - Portfolio Content Category 2
- x Capacity Attributes
 - Energy Only Status
 - x Full Capacity Deliverability Status

Scheduling Coordinator: Seller or Seller’s Agent

Development Security: \$960,000.00

Performance Security: \$1,229,254.00

Damage Payment: \$960,000.00

Notice Addresses:

Seller:

RE Greyspark LLC
 c/o Recurrent Energy, LLC
 3000 Oak Road, Ste. 300
 Walnut Creek, CA 94597
 Attention: Asset Management
 Phone No.: 415.501.9495
 Email: Asset_Management@canadiansolar.com

With a copy to:

RE Greyspark LLC
 c/o Recurrent Energy, LLC
 3000 Oak Road, Ste. 300
 Walnut Creek, CA 94597
 Attention: Office of the General Counsel
 Phone No.: 415.675.1500
 Email: legal@recurrentenergy.com

Scheduling:

RE Greyspark LLC

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

c/o Recurrent Energy, LLC
3000 Oak Road, Ste. 300
Walnut Creek, CA 94597
Attention: Asset Management
Phone No.: 415.501.9495
Email: Asset_Management@canadiansolar.com

Buyer:

City of Moreno Valley
14331 Frederick Street
Moreno Valley, CA 92553
ATTN: Jeannette Olko, Electric Utility Division Manager

Phone No.: 916.413.3500
Email: jeannetteo@moval.org

With a copy to:

Dan Griffiths
Cameron-Daniel, P.C.
950 Reserve Drive, Suite 160
Roseville, CA 95678

Phone No.: 916.629.0399
Email: dg@cameron-daniel.com

[Signatures on following page.]

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER
RE Greyspark LLC

BUYER
City of Moreno Valley

By: Michael Arndt

By: _____

Name: Michael Arndt

Name: _____

Title: Vice President

Title: _____

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

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Exhibits:

- Exhibit A Description of Facility
- Exhibit B Facility Construction and Commercial Operation
- Exhibit C Reserved
- Exhibit D Emergency Contact Information
- Exhibit E Sample Calculation of Compensation
- Exhibit F Guaranteed Energy Production Damages Calculation
- Exhibit G Progress Reporting Form
- Exhibit H Negative Pricing Protocol
- Exhibit I-1 Form of Commercial Operation Date Certificate
- Exhibit I-2 Form of Installed Capacity Certificate
- Exhibit J Form of Construction Start Date Certificate
- Exhibit K Form of Letter of Credit
- Exhibit L Curtailment Operational Characteristics
- Exhibit M Form of Replacement RA Notice

Attachment: RE Greyshawk_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**”) is entered into as of April 6, 2020 (the “**Effective Date**”), between Seller and Buyer (each also referred to as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the electric generating facility as described in Exhibit A (the “**Facility**”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.13.

“**Adjusted Energy Production**” has the meaning set forth in Exhibit F.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly Controls, is Controlled by, or is under common Control with such designated Person.

“**Agreement**” has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, and the Cover Sheet.

“**Availability Incentive Payment**” has the meaning set forth in the CAISO Tariff.

“**Approved Forecast Vendor**” means (i) the CAISO or the CAISO’s designee that provides the VER Forecast or (ii) any vendor reasonably acceptable to both Buyer and Seller for the purposes of providing and verifying the forecasts under Section 4.4(d).

“**Available Capacity**” means the capacity from the Facility, expressed in whole MW, that is available at a particular time to generate Product.

“**Bankrupt**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90)

days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“**Buyer**” has the meaning set forth on the Cover Sheet.

“**Buyer Bid Curtailment**” means the occurrence of all of the following:

(a) the CAISO orders, directs, or provides notice (excluding Automated Generation Control notices to return to Schedule that are customarily not followed by renewable generators) to a Party or the Scheduling Coordinator for the Facility, requiring the Party to produce less Energy from the Facility than is reflected in the VER Forecast for the Facility for a period of time;

(b) for the same time period as referenced in (a), Buyer is the SC for the Facility and:

(i) did not submit a Self-Schedule or an Energy Supply Bid for the MW subject to the reduction;

(ii) submitted an Energy Supply Bid and the CAISO notice referenced in (a) is solely a result of CAISO implementing the Energy Supply Bid; or

(iii) submitted a Self-Schedule for less than the VER Forecast; and

If the Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or a Curtailment Period during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any Energy that was not generated or stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event and/or a Curtailment Period.

“**Buyer Curtailment Order**” means the instruction from Buyer to Seller to reduce generation from the Facility by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or Curtailment Order.

“**Buyer Curtailment Period**” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to or as a result of (i) Buyer Bid Curtailment, (ii) a Buyer Curtailment Order or a (iii) Buyer Scheduling Failure; provided that the Buyer Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

“Buyer Scheduling Failure” applies only if Buyer serves as Scheduling Coordinator of the Facility, and means a material failure by Buyer to perform the Scheduling Coordinator responsibilities in Section 4.3, not resulting from a Force Majeure event or CAISO operating error, provided (i) Seller delivers to Buyer a Notice upon becoming aware of the event; and (ii) the period covering the event shall not exceed sixty (60) days of retroactivity from the date of Notice.

“Buyer’s WREGIS Account” has the meaning set forth in Section 4.8(a).

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Approved Meter” means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Metered Energy delivered to the Delivery Point.

“CAISO Charges Invoice” has the meaning set forth in Section 4.3(d).

“CAISO Grid” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“CAISO Operating Order” means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“California Renewables Portfolio Standard” or **“RPS”** means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018), codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“Capacity Attribute” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of Energy that the Facility can generate and deliver to the Delivery Point at a particular moment, or any other Facility electric generating capability, that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits. Capacity Attributes shall also include all rights to provide and all benefits related to the provision of Ancillary Services (as defined in the CAISO Tariff) and, subject to Section 3.8(c), reactive power.

“Capacity Damages” has the meaning set forth in Exhibit B.

“CEC” means the California Energy Resources Conservation and Development Commission or its successor agency.

“**CEC Certification and Verification**” means that the CEC has certified (or, with respect to periods before the date that is up to 180 days after the Commercial Operation Date, that the CEC has pre-certified) that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard, meeting all applicable requirements for certified facilities set forth in the *RPS Eligibility Guidebook, Ninth Edition* (or its successor), and that all Energy generated by the Facility and delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

“**CEC Precertification**” means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for CEC Certification and Verification.

“**CEQA**” means the California Environmental Quality Act, California Public Resources Code §§ 21000, et seq. and Chapter 3 of Division 6 of Title 14 of the California Code of Regulations.

“**CEQA Documents**” means any initial study, final environmental impact report, or equivalent document upon which the lead agency issued a final approval for the Facility.

“**CEQA Determinations**” means that the lead agency conducting the review of the Facility as required under CEQA shall have (i) reviewed and approved the CEQA Documents, (ii) issued a final land use entitlement or other discretionary permit for the Facility, and (iii) filed a Notice of Determination in compliance with CEQA.

“**Change in Control**” means any circumstance in which Seller’s Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by its Ultimate Parent indirectly through one or more intermediate entities shall not be counted toward the Ultimate Parent’s ownership interest in Seller unless the Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“**COD Certificate**” has the meaning set forth in Exhibit B.

“**Commercial Operation**” has the meaning set forth in Exhibit B.

“**Commercial Operation Date**” has the meaning set forth in Exhibit B.

“**Commercial Operation Delay Damages**” means a daily amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred eighty (180).

“**Compliance Actions**” has the meaning set forth in Section 3.13.

“**Compliance Expenditure Cap**” has the meaning set forth in Section 3.13.

“**Confidential Information**” has the meaning set forth in Section 19.1.

“**Construction Start**” has the meaning set forth in Exhibit B.

“**Construction Start Date**” has the meaning set forth in Exhibit B.

“**Construction Start Delay Damages**” means a daily amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred eighty (180).

“**Contract Price**” has the meaning set forth in the Cover Sheet, as may be adjusted by Section 3.3.

“**Contract Term**” has the meaning set forth in Section 2.1.

“**Contract Year**” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Control**” (including, with correlative meanings, the terms “Controlled by” and “under common Control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast more than fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of more than fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Costs**” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“**Cover Sheet**” means the cover sheet to this Agreement.

“**CPUC**” means the California Public Utilities Commission, or successor entity.

“**Credit Rating**” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating, in either case by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“**Curtailment Cap**” (measured in MWh) means, for each Contract Year, an amount of Energy equal to the Guaranteed Capacity multiplied by 50 hours.

“Curtailment Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail Energy deliveries for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner’s or distribution operator’s electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner’s transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy to the Delivery Point; or

(d) a curtailment in accordance with Seller’s obligations under its Interconnection Agreement with the Participating Transmission Owner or distribution operator.

“Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to a Curtailment Order; provided that the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

“Damage Payment” means the dollar amount that is equal to the Development Security amount required hereunder.

“Day-Ahead Forecast” has the meaning set forth in Section 4.4(c).

“Day-Ahead LMP” means the LMP for the Day-Ahead Market.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Schedule” has the meaning set forth in the CAISO Tariff.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Point, but that is not produced by the Facility and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be equal to (a) the VER Forecast expressed in MWh, applicable to the Buyer Curtailment Period, or (b) if there is no VER Forecast available or Seller demonstrates to Buyer’s reasonable satisfaction that the VER Forecast does not represent an accurate forecast of generation from the Facility, the result of the equation reasonably calculated and provided by Seller to reflect the potential generation of the Facility as a function of Available Capacity, solar insolation and panel

temperature, and wind speed, and using relevant Facility availability, weather, historical and other pertinent data for the period of time during the Buyer Curtailment Period, in either case less the amount of Metered Energy delivered to the Delivery Point during the Buyer Curtailment Period; *provided that*, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0).

“**Defaulting Party**” has the meaning set forth in Section 11.1(a).

“**Deficient Month**” has the meaning set forth in Section 4.8(e).

“**Delivery Point**” has the meaning set forth in Exhibit A.

“**Delivery Term**” shall mean the period of Contract Years specified on the Cover Sheet, beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“**Development Cure Period**” has the meaning set forth in Exhibit B.

“**Development Security**” means (i) cash or (ii) a Letter of Credit in the amount specified on the Cover Sheet, deposited with Buyer in conformance with Section 8.7.

“**Early Termination Date**” has the meaning set forth in Section 11.2.

“**Economic Bid**” has the meaning set forth in the CAISO Tariff.

“**Effective Date**” has the meaning set forth on the Preamble.

“**Electrical Losses**” means all transmission or transformation losses between the Facility and the Delivery Point.

“**Eligible Intermittent Resources Protocol**” or “**EIRP**” has the meaning set forth in the CAISO Tariff.

“**Eligible Renewable Energy Resource**” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“**Energy**” means metered electrical energy, measured in MWh, that is generated by the Facility.

“**Energy Supply Bid**” has the meaning set forth in the CAISO Tariff.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Excess MWh**” has the meaning set forth in Section 3.3(c).

“**Expected Energy**” has the meaning set forth in Section 4.7.

“**Expected Commercial Operation Date**” has the meaning set forth on the Cover Sheet.

“**Expected Construction Start Date**” has the meaning set forth on the Cover Sheet.

“**Facility**” means the facility described more fully in Exhibit A attached hereto.

“**FCDS Date**” means the date identified in a Notice from Seller to Buyer (along with corroborating documentation from CAISO confirming that the Facility is eligible for Full Capacity Deliverability Status) as the date that the Facility has attained Full Capacity Deliverability Status.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**FMM**” and “**FMM Schedule**” have the meaning set forth in the CAISO Tariff.

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forward Certificate Transfers**” has the meaning set forth in the WREGIS Operating Rules.

“**Full Capacity Deliverability Status**” has the meaning set forth in the CAISO Tariff.

“**Future Environmental Attributes**” shall mean any and all generation, emissions, air quality or other environmental attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in the future, to the generation of Energy by the Facility. Future Environmental Attributes do not include production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“**Gains**” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes and Capacity Attributes.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Energy generation from the Facility, and its displacement of conventional electrical power generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Renewable Energy Incentives or any other production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Guaranteed Capacity” means 16 MW AC capacity measured at the Delivery Point.

“Guaranteed Commercial Operation Date” means the Expected Commercial Operation Date, as such date may be extended by the Development Cure Period.

“Guaranteed Construction Start Date” means the Expected Construction Start Date, as such date may be extended by the Development Cure Period.

“Guaranteed Energy Production” has the meaning set forth in Section 4.7.

“Hourly Metered Quantity” means Metered Energy delivered in a particular hour.

“**Imbalance Energy**” means the amount of Energy, in any given Settlement Period or Settlement Interval, by which the amount of Metered Energy deviates from the amount of Scheduled Energy.

“**Indemnified Party**” has the meaning set forth in Section 17.1.

“**Indemnifying Party**” has the meaning set forth in Section 17.1.

“**Initial Synchronization**” means the initial delivery of Energy from the Facility to the Delivery Point.

“**Installed Capacity**” means the actual generating capacity of the Facility, as measured in MW(ac) at the Delivery Point, that achieves Commercial Operation, adjusted for ambient conditions on the date of the performance test, not to exceed the Guaranteed Capacity, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto provided by Seller to Buyer.

“**Interim Deliverability Status**” has the meaning set forth in the CAISO Tariff.

“**Inter-SC Trade**” or “**IST**” has the meaning set forth in the CAISO Tariff.

“**Interconnection Affiliate**” means the Affiliate of Seller that is a party to the Interconnection Agreement and is recognized as the customer under the CAISO Tariff or has the interconnection queue position used for interconnection of the Facility.

“**Interconnection Agreement**” means the interconnection agreement entered into by Seller or the Interconnection Affiliate pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“**Interconnection Facilities**” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“**Interest Rate**” has the meaning set forth in Section 8.2.

“**ITC**” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

“**Law**” means any applicable law, statute, rule, regulation, decision, writ, order, decree, judgment, permit, tariff, or any interpretation thereof, promulgated or issued by a Governmental Authority.

“**Lender**” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt, equity, public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or

indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent acting on their behalf, (ii) providing Interest Rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“**Letter(s) of Credit**” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

“**Licensed Professional Engineer**” means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

“**Lien**” has the meaning set forth in Section 8.11.

“**Local Capacity Area Resources**” has the meaning set forth in the CAISO Tariff.

“**Locational Marginal Price**” or “**LMP**” has the meaning set forth in the CAISO Tariff.

“**Losses**” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“**Lost Output**” has the meaning set forth in Exhibit F.

“**Master File**” has the meaning set forth in the CAISO Tariff.

“**Metered Energy**” means the Energy generated by the Facility, expressed in MWh, as recorded by the CAISO Approved Meter(s) and net of all Electrical Losses and Station Use.

“**Milestones**” means the development activities for significant permitting, interconnection, financing, and construction milestones set forth in the Cover Sheet.

“**Moody’s**” means Moody’s Investors Service, Inc., or its successor.

“**MW**” means megawatts measured in alternating current.

“**MWh**” means megawatt-hour measured in AC.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP at the Facility’s PNode is less than zero dollars (\$0).

“**Negative LMP Floor**” means the floor price as defined in the Negative Pricing Bid Protocol given in Exhibit H.

“**Negative LMP Costs**” has the meaning set forth in Section 3.3(c).

“**Negative Price Curtailment**” is a curtailment of deliveries of Energy from the Facility to Buyer as described in Section 3.3(a) pursuant to the protocol for Negative Price Curtailment described in Exhibit H.

“**Net Qualifying Capacity**” or “**NQC**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in the CAISO Tariff.

“**Non-Availability Charge**” has the meaning set forth in the CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“**Other Generating Facility(ies)**” means the electric generating facility(ies), other than the Facility, utilizing the Shared Facilities to enable delivery of energy from each such other generating facility to the Facility’s point of interconnection, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at each such other generating facility, but (i) with respect to the Shared Facilities, excluding Seller’s interests therein and (ii) excluding the real property on which each such other generating facility is, or will be located, land rights and interests in land.

“**Other Seller(s)**” means the seller(s) of energy from any Other Generating Facility.

“**Participating Intermittent Resource Program**” or “**PIRP**” has the meaning set forth in the CAISO Tariff or a successor CAISO program for intermittent resources.

“**Participating Transmission Owner**” means an entity that owns transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is Southern California Edison Company (“**SCE**”).

“**Participating Transmission Operator**” means an entity that operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Operator is SCE.

“**PTO**” means either Participating Transmission Owner or Participating Transmission Operator, as applicable.

“**Party**” has the meaning set forth in the Preamble.

“**Performance Measurement Period**” has the meaning set forth in Section 4.7.

“**Performance Security**” means (i) cash or (ii) a Letter of Credit, in the amount specified on the Cover Sheet and deposited with Buyer in conformance with Section 8.8.

“**Performance Security End Date**” has the meaning set forth in Section 8.8.

“**Permitted Transferee**” means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is Controlled by another Person that satisfies, the following requirements:

(a) A tangible net worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility or has retained a third-party with such experience to operate the Facility.

“**Person**” means an individual, corporation, sole proprietorship, limited liability company, limited or general partnership, association, joint venture, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, Governmental Authority, or other entity.

“**Planned Outage**” means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance in accordance with Section 4.6(a).

“**PNode**” has the meaning set forth in the CAISO Tariff.

“**Portfolio**” means the single portfolio of electrical energy generating or other assets and entities, including the Facility (or the interests of Seller or Seller’s Affiliates or the interests of their respective direct or indirect parent companies), that is pledged as collateral security in connection with a Portfolio Financing, provided that all such generating assets are located in the United States.

“**Portfolio Content Category**” means PCC1, PCC2 or PCC3, as applicable.

“**Portfolio Content Category 1**” or “**PCC1**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Content Category 2**” or “**PCC2**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Content Category 3**” or “**PCC3**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Financing**” means any debt incurred by an Affiliate of Seller that is secured only by a Portfolio.

“**Portfolio Financing Entity**” means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

“**Product**” means (i) Energy, (ii) Green Attributes, (iii) Capacity Attributes, and (iv) any Future Environmental Attributes as applicable in accordance with Section 3.6.

“**Progress Report**” means a progress report including the items set forth in Exhibit G.

“**Prudent Operating Practice**” means the applicable practices, methods and acts required by or consistent with the applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period with respect to grid-interconnected, utility-scale facilities in the Western United States, that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result consistent with good business practices, reliability, safety, applicable codes, and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale facilities in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable reliability criteria, and the criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

“**PTC**” means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

“**Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**RA Deficiency Amount**” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.9(b).

“**RA Guarantee Date**” means the Guaranteed Commercial Operation Date.

“**RA Shortfall Month**” means, for purposes of calculating an RA Deficiency Amount under Section 3.9(b), any month after (and including) the month in which the RA Guarantee Date occurs and before (and including) the month in which the FCDS Date occurs during which the Net Qualifying Capacity of the Facility for such month was less than the Qualifying Capacity of the Facility for such month.

“**Real-Time Forecast**” means any Notice of any change to the Available Capacity or hourly expected Energy delivered by or on behalf of Seller pursuant to Section 4.4(d).

“**Real-Time Market**” has the meaning set forth in the CAISO Tariff.

“**Remedial Action Plan**” has the meaning in Section 2.4.

“**Renewable Energy Credit**” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“**Renewable Energy Incentives**” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, provided in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that are not a Green Attribute or a Future Environmental Attribute.

“**Replacement Energy**” has the meaning given in Exhibit F.

“**Replacement Green Attributes**” has the meaning given in Exhibit F.

“**Replacement Product**” has the meaning given in Exhibit F.

“**Replacement RA**” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within the Southern California Edison TAC Area (as described in the CAISO Tariff) and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, located within the same Local Capacity Area. Replacement RA shall not be provided from any generating facility or unit that utilizes coal or coal materials as a source of fuel, and Seller shall exercise commercially reasonable efforts to provide Replacement RA from hydropower, wind, and solar resources when possible.

“**Resource Adequacy Benefits**” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any other existing or subsequent CPUC ruling or decision or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority including the CAISO, however described, as such decisions, rulings, Laws, rules or regulations may be amended or

modified from time-to-time throughout the Delivery Term, and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“**S&P**” means the Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“**Schedule**” has the meaning set forth in the CAISO Tariff.

“**Scheduled Energy**” means the Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule, and/or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff and protocols.

“**Scheduled Maintenance**” means a planned interruption or reduction of the Facility’s generation required for inspection, or preventive or corrective maintenance, in accordance with Prudent Operating Practice.

“**Scheduling Coordinator**” or “**SC**” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Security Interest**” has the meaning set forth in Section 8.4.

“**Self-Schedule**” has the meaning set forth in the CAISO Tariff.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller Permitted Party**” means any actual or potential: (i) Lender, (ii) direct or indirect purchaser of all or any part of Seller or the Facility, (iii) engineering, procurement, and construction contractor, and (iv) operation and maintenance provider.

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.8(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Interval**” has the meaning set forth in the CAISO Tariff.

“**Settlement Period**” has the meaning set forth in the CAISO Tariff.

“**SFA Manager**” has the meaning set forth in Section 6.3(a).

“**Shared Facilities**” means the gen-tie lines, transformers, substations, switchyards, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of Energy from Seller’s Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties, as applicable.

“**Shared Facilities Agreement**” has the meaning set forth in Section 6.3(a).

“**Site**” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date certificate in the form of Exhibit J to Buyer.

“**Site Control**” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“**SP-15**” means the Existing Zone Generation Trading Hub for Existing Zone region SP 15 as set forth in the CAISO Tariff.

“**Station Use**” means:

- (a) The Energy produced by the Facility that is used within the Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation of the Facility; and
- (b) The Energy produced by the Facility that is consumed within the Facility’s electric energy distribution system as losses.

“**System Emergency**” means any condition that: (a) requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

“**Tax**” or “**Taxes**” means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“**Tax Credits**” means the PTC, ITC, and any other state, local, and/or federal tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities.

“**Terminated Transaction**” has the meaning set forth in Section 11.2.

“Termination Payment” has the meaning set forth in Section 11.3.

“Test Energy” means the Metered Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Facility to the CAISO and (ii) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

“Transmission System” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

“Ultimate Parent” means Canadian Solar Inc., or any successor ultimate parent of Seller that is approved by Buyer in accordance with Article 14.

“Variable Energy Resource” or **“VER”** has the meaning set forth in the CAISO Tariff.

“Variable Energy Resource Forecast” or **“VER Forecast”** means, for a given period, the final forecast of the Energy to be produced by the Facility prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol.

“WECC” means the Western Electricity Coordinating Council or its successor.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 4.8(e).

“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

- (a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;
- (c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person's successors and permitted assigns;

(g) the term "including" means "including without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars, and references to a LMP shall mean the LMP at the Delivery Point unless expressly provided otherwise;

(k) the expression "and/or" when used as a conjunction shall connote "any or all of";

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein (“**Contract Term**”); provided, however, that subject to Buyer’s obligations in Section 3.7, Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Sections 2.2 and 2.3.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for two (2) years following the termination of this Agreement. If an audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days of notice to Seller of the identified overpayment.

2.2 **Conditions Precedent; Termination for Failure of Condition.** The Delivery Term shall not commence unless Seller shall have delivered to Buyer:

(i) a copy of all environmental impact reports, studies or assessments prepared by or obtained by Seller or its Affiliates and used to obtain the conditional use permit for the Facility;

(ii) the conditional use permit or other principal land use approval for the Facility, and requisite CEQA Determinations; and

(iii) a certificate signed by an authorized representative of Seller stating that Seller is in compliance with the requirements of the conditional use permit or other principal land use approval, to the extent such requirements can be complied with as of the date of such certification.

2.3 **Commercial Operation.** The Delivery Term shall also not commence until Seller completes each of the following conditions:

(a) Seller shall have delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-1; and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-2 setting forth the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) An Interconnection Agreement between Seller and the PTO shall have been executed and delivered and be in full force and effect, and a copy of the Interconnection Agreement delivered to Buyer;

(d) Seller shall have delivered to Buyer a certificate signed by an authorized representative of Seller stating that Seller is in compliance with any mitigation plans, CEQA Determinations, monitoring programs or other requirements of the conditional use permit or other principal land use approval, and all applicable regulatory authorizations, to the extent such requirements can be complied with as of the date of such certification;

(e) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days after the Commercial Operation Date);

(f) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(g) Seller has delivered the Performance Security to Buyer; and

(h) Seller has paid Buyer for all amounts owing under this Agreement, including Construction Start Delay Damages and Commercial Operation Delay Damages, owing under this Agreement, if any.

2.4 **Progress Reports.** Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit G. Seller shall also provide Buyer with any reasonable requested documentation directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller.

2.5 **Remedial Action Plan.** If Seller misses three (3) or more Milestones, or misses any one (1) by more than ninety (90) days, Seller shall submit to Buyer, within ten (10) Business Days of such missed Milestone completion date (or the ninetieth (90th) day after the missed Milestone completion date, as applicable), a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), and Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B and Section 11.1(b)(ii), so long as Seller complies with its

obligations under this Section 2.5, then Seller shall not be considered in default of its obligations under this Agreement as a result of missing Milestone(s).

ARTICLE 3 PURCHASE AND SALE

3.1 **Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller at the Contract Price, all of the Product produced by the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that such resale or use for another purpose will not relieve Buyer of any of its obligations under this Agreement. Except for Deemed Delivered Energy, Buyer has no obligation to pay Seller for any Product that is not delivered to the Delivery Point as a result of any circumstance, including an outage of the Facility, a Force Majeure Event, a Curtailment Order. During the Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Product, and/or any Capacity Attributes thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues. In no event shall Seller have the right to procure any element of the Product from sources other than the Facility for sale or delivery to Buyer under this Agreement, except with respect to Replacement RA and Replacement Product.

3.2 **Sale of Green Attributes.** Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all of the Green Attributes produced by the Facility during the Delivery Term, and any Green Attributes associated with Test Energy.

3.3 **Compensation.** Buyer shall compensate Seller for the Product in accordance with this Section 3.3.

(a) Buyer shall pay Seller the Contract Price for each MWh of Product, as measured by the amount of Metered Energy plus Deemed Delivered Energy, if any, subject to payment calculations in Section 3.3, up to one hundred fifteen percent (115%) of the Expected Energy for such Contract Year.

(i) For the purposes of calculating the amount payable from Buyer to Seller under this Agreement with respect to any hour or partial hours, as applicable, settlement will be based on the Day-Ahead Market LMP for the applicable Settlement Interval at the Delivery Point, and is exemplified in Exhibit E. The amount payable for each hour shall be calculated as follows:

(A) If the Day-Ahead Market hourly LMP at the Delivery Point is Zero Dollars (\$0) or positive, the amount payable will be calculated as: Hourly Metered Quantity * (Contract Price — Delivery Point Day-Ahead Market hourly LMP). If the Day-Ahead Market hourly LMP at the Delivery Point is more than the Contract Price, this calculation will result in a negative amount, and such amount will be payable to Buyer;

(B) If the Day-Ahead Market hourly LMP at the Delivery Point is less than Zero Dollars (\$0) but not less than the Negative LMP Floor, the amount payable

will be calculated as: Hourly Metered Quantity * (Contract Price + the absolute value of the negative Delivery Point Day-Ahead Market hourly LMP);

(C) If the Day-Ahead Market hourly LMP at the Delivery Point is less than the Negative LMP Floor, per Exhibit H, the Settlement Period shall be deemed a Buyer Curtailment Period and compensated at the Contract Price except to the extent such period is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event, Curtailment Cap, and/or Curtailment Order;

(D) The Parties agree to follow the written protocol for Negative Price Curtailment as set forth in Exhibit H attached hereto. The Seller will deliver Energy and related Products to the Buyer during negative pricing conditions so long as the negative LMP is not less than the Negative LMP Floor, and the Buyer will pay for such energy as described in Exhibit H. If the negative LMP is less than the Negative LMP Floor, the Seller will curtail delivery of energy during such period and such period will be a Buyer Curtailment Period except to the extent such period is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or Curtailment Order.

(E) During the Delivery Term, Seller shall receive no compensation from Buyer for Curtailed Energy or Metered Energy that is delivered in violation of a Curtailment Order.

(b) If, at any point in any Contract Year, the amount of Metered Energy plus the amount of Deemed Delivered Energy exceeds one hundred fifteen percent (115%) of the Expected Energy for such Contract Year but is less than one hundred twenty-five percent (125%) of the Expected Energy for such Contract Year, for each additional MWh of Metered Energy (but not Deemed Delivered Energy, for which no additional compensation shall be paid), if any, delivered to Buyer in such Contract Year, the contract price to be factored into payment calculations in Section 3.3(a) shall be the lesser of (i) seventy-five percent (75%) of the Contract Price or (ii) the Day-Ahead LMP for the applicable Settlement Interval; provided that if there is a Negative LMP during such Settlement Interval, then the price applicable to all such additional MWh of Metered Energy in such Settlement Interval shall be zero dollars (\$0).

(c) If during any Settlement Interval, Seller delivers Product in amounts, as measured by the amount of Metered Energy, in excess of the product of the Installed Capacity and the duration of the Settlement Interval, expressed in hours ("**Excess MWh**"), then the price applicable to all such Excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times the number of such Excess MWh ("**Negative LMP Costs**").

(d) Notwithstanding the foregoing, if, at any point in any Contract Year, the amount of Metered Energy, plus Deemed Delivered Energy, exceeds one hundred twenty-five percent (125%) of the Expected Energy for such Contract Year, the price to be paid for additional Metered Energy and/or Deemed Delivered Energy shall be zero dollars per MWh (\$0.00/MWh).

(e) Test Energy is compensated in accordance with Section 3.7.

(f) The Parties agree that neither the Contract Price nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller's or the Facility's eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller's accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller's obligation to deliver Energy and other Product, shall be effective regardless of whether the sale of Energy is eligible for, or receives Tax Credits during the Contract Term.

3.4 **Imbalance Energy.**

(a) Buyer and Seller recognize that from time to time the amount of Metered Energy will deviate from the amount of Scheduled Energy. Buyer and Seller shall cooperate to minimize charges and imbalances associated with Imbalance Energy to the extent possible. Subject to Section 3.4(b), to the extent there are such deviations, any CAISO costs or revenues assessed as a result of such Imbalance Energy shall be solely for the account of Seller.

(b) If Seller is not in compliance with EIRP or the scheduling or forecasting provisions of Section 4.4(d), then Seller will be responsible for and shall pay directly or promptly reimburse Buyer (and Buyer may offset amounts owed to Seller) for the aggregate Imbalance Energy charges assessed, net of the aggregate Imbalance Energy revenues earned, during such period of noncompliance and reasonably attributable to such noncompliance within the applicable Contract Year. At Buyer's request, Seller will cooperate with Buyer to develop a written administrative protocol to effectuate the Parties' agreement with respect to Imbalance Energy and scheduling.

3.5 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.6 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Buyer shall have the right to obtain such Future Environmental Attributes without any adjustment to the Contract Price paid by Buyer under this Agreement, subject to Sections 3.6(b) and 3.13. Subject to Section 3.13, Seller shall take all reasonable actions necessary to realize the full value of such Future Environmental Attributes for the benefit of Buyer, and shall cooperate with Buyer in Buyer's efforts to do the same.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.6(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any incremental expenses incurred by Seller associated with providing such Future Environmental Attributes (subject to Section 3.13); *provided*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.7 **Test Energy.** No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of the Test Energy. If and to the extent the Facility generates and delivers Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Green Attributes and Capacity Attributes on an as-available basis. As compensation for any such Test Energy, Green Attributes, and Capacity Attributes, Buyer shall pay Seller an amount ("**Test Energy Rate**") for each MWh of Test Energy equal to: (a) for up to ninety (90) days from the first delivery of Test Energy, an amount calculated in accordance with Section 3.3(a)(i), provided that only seventy five percent (75%) of the Contract Price shall apply; and (b) from the ninety-first (91st) day after the first delivery of Test Energy until the Commercial Operation Date, an amount calculated in accordance with Section 3.3(a)(i), provided that only fifty percent (50%) of the Contract Price shall apply. For the avoidance of doubt, the conditions precedent in Section 2.3 are not applicable to the Parties' obligations under this Section 3.7.

3.8 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Subject to Section 3.13, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Capacity Attributes from the Facility throughout the Delivery Term, and any Capacity Attributes associated with any Test Energy.

(b) Throughout the Delivery Term, subject to Section 3.13, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status or Interim Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller. Throughout the Delivery Term, subject to Section 3.13, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits to Buyer.

(c) Subject to Section 3.13, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute any and all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

3.9 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** The Parties acknowledge and agree that if Seller is unable to obtain Full Capacity Deliverability Status by the RA Guarantee Date, then Seller shall either pay to Buyer the RA Deficiency Amount for each RA Shortfall Month as liquidated damages or provide Replacement RA, in each case, as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer.

(b) **RA Deficiency Amount Calculation.** For each RA Shortfall Month, Seller shall pay to Buyer an amount (the “**RA Deficiency Amount**”) equal to the product of the difference, expressed in kW, of (i) the Qualifying Capacity of the Facility for such month, minus (ii) the Net Qualifying Capacity of the Facility for such month, multiplied by \$4/kW-mo.; *provided* that Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Facility with respect to such month, provided that any Replacement RA capacity is delivered to Buyer along with a written Notice substantially in the form of Exhibit M at least fifty (50) calendar days before the applicable operating month for the purpose of monthly RA reporting.

3.10 **CEC Certification and Verification.** Subject to Section 3.13, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Precertification and CEC Certification and Verification for the Facility, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor). Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and maintain throughout the remainder of the Delivery Term the CEC Certification and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller’s application for CEC Precertification or CEC Certification and Verification for the Facility.

3.11 **Eligibility.** Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law. The term “commercially reasonable efforts” as used in this Section 3.11 means efforts consistent with and subject to Section 3.13.

3.12 **California Renewables Portfolio Standard.** Subject to Section 3.13, Seller shall also take all other actions necessary to ensure that the Energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by California statute or by the CPUC or CEC from time to time.

3.13 **Compliance Expenditure Cap.** If Seller establishes to Buyer’s reasonable satisfaction that a change in Laws occurring after the Effective Date has increased Seller’s cost to perform its obligations under this Agreement with respect to obtaining, maintaining, conveying or

effectuating Buyer's use of (as applicable) any Product, then the Parties agree that the maximum amount of costs and expenses Seller shall be required to bear during the Delivery Term shall be capped at thirty thousand dollars (\$30,000.00) per MW of Guaranteed Capacity cumulatively during the Delivery Term ("**Compliance Expenditure Cap**").

Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions.**"

If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller.

If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and reasonable documentation of such costs from Seller.

3.14 **Available Option for Energy Storage Facility.** At any time on or before December 31, 2020, Buyer may provide Seller with a written request ("**Energy Storage Request**") to review and evaluate the development of an energy storage facility or facilities capable of storing up to 6 MW capacity and 24 MWh duration located on the Site ("**Energy Storage Facility**"). The Energy Storage Request may ask Seller to develop a detailed proposal, or may include a detailed proposal (or a combination thereof) for the development of the Energy Storage Facility that may include lithium ion battery storage. Upon receipt of an Energy Storage Request, Seller will in good faith review and evaluate the feasibility of development of the Energy Storage Facility, and respond within sixty (60) days. Seller's response to Buyer shall indicate the key terms and conditions, supporting documentation, financing, and such other information and requirements under which Seller would provide such development. Upon receipt of Seller's response by Buyer, the Parties shall enter into good faith discussions concerning the potential development of the Energy Storage Facility. Buyer shall have the option to seek independent third-party review of Seller's response, and Buyer and Seller agree to equally share the reasonable costs of an independent third party mutually agreed-to by both Parties to verify that such response is consistent with the current market rate offered by similarly sized sellers for a similarly sized energy storage facility. Nothing in this Section 3.14 shall require or obligate either Party in any way to agree to such storage unit(s) at the Site unless and until Seller and Buyer, in their sole and absolute discretion, agree on the technical, commercial and financial terms of the development of the Energy Storage Facility, including any appropriate amendments to this Agreement or negotiation of a separate energy storage development agreement, the compensation to be paid to Seller related

to the services to be provided by such Energy Storage Facility, and any other requirements of Seller's Lenders.

3.15 **General Project Configuration.** In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller will discuss in good faith potential reconfiguration of the Facility or Interconnection Facilities, including the use of grid energy related to an Energy Storage Facility; provided that neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties as set forth in a written agreement.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 **Delivery.**

(a) **Energy.** Subject to the provisions of this Agreement, commencing on the Commercial Operation Date through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point, and Buyer shall take delivery of the Product at the Delivery Point in accordance with the terms of this Agreement. Seller will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Energy to the Delivery Point, including without limitation, Station Use, Electrical Losses, and any operation and maintenance charges imposed by the Transmission Provider directly relating to the Facility's operations. Subject to the provisions of this Agreement, Buyer shall be responsible for costs, charges, and penalties, if any, imposed in connection with the delivery of Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The Energy will be scheduled to the CAISO by Seller (or Seller's designated Scheduling Coordinator).

(b) **Green Attributes.** All Green Attributes associated with the Facility during the Delivery Term are exclusively dedicated to and vested in Buyer. Seller hereby provides and conveys all Green Attributes associated with the Facility as part of the Product being delivered, with the associated Renewable Energy Credits delivered to Buyer via WREGIS pursuant to Section 4.8. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

4.2 **Title and Risk of Loss.**

(a) **Energy.** Title to and risk of loss related to the Metered Energy shall pass and transfer from Seller to Buyer at the Delivery Point.

(b) **Green Attributes.** Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 **Scheduling Coordinator Responsibilities.**

(a) Seller as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid and during the Delivery Term, Seller shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of the Test Energy, if any, and applicable Products at the Delivery Point. Seller shall schedule or cause to be scheduled the Product in accordance with, and shall at all times comply with, all applicable CAISO requirements and scheduling protocols, WECC scheduling practices, and Prudent Operating Practice. Seller shall submit economic offers to CAISO into the Day-Ahead Market consistent with CAISO rules on economic bidding. The Scheduling Coordinator for the Facility shall file with the CAISO monthly Resource Adequacy Supply Plans for the Facility that accurately reflect the generating capability commensurate with the Contract Quantity, and send a copy of such plans to Buyer on or before the date such plans are filed with the CAISO. At least thirty (30) days prior to the Initial Synchronization of the Facility to the CAISO Grid and prior to the generation of Test Energy, (i) Buyer shall take all actions and execute and deliver to Seller all documents necessary to authorize or designate Seller's designated agent as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Seller shall, and shall cause its designee to, take all actions and execute and deliver to the CAISO all documents necessary to authorize or designate Seller or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator unless agreed to by Buyer, or upon the expiration or earlier termination of the Delivery Term. Seller (as SC for the Facility) shall submit Schedules to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Test Energy and Product on a day-ahead, hour-ahead, fifteen-minute market or real time basis, as reasonably acceptable to Buyer.

(i) Buyer Option to Serve as Scheduling Coordinator. Buyer shall have the option to act as Scheduling Coordinator for the Facility upon sixty (60) days' advance written Notice to Seller if Seller consents to such an arrangement. Buyer shall also have the option to purchase the Product from seller using an Inter-SC Trade upon sixty (60) days' advance written Notice to Seller, in which case the calculation of payments will be modified by mutual agreement of the Parties to ensure that Buyer's payment to Seller reflects the Contract Price for the Product. If Buyer elects the option to serve as Scheduling Coordinator and Seller consents to such arrangement, the Parties (both acting reasonably) shall execute a mutually acceptable agreement governing the provision of Scheduling Coordinator services for the Facility by Buyer. Seller shall be financially and operationally responsible for transmitting the Product to the Delivery Point. If Buyer serves as Scheduling Coordinator, then the Seller obligations set forth in this Section 4.3 with respect to Resource Adequacy shall apply to Buyer. Further, if Buyer serves as the Scheduling Coordinator, it shall provide Seller with access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount, all necessary CAISO settlement data following the receipt of the T+12 settlement statements from CAISO in a form mutually agreed upon by Buyer and Seller. Finally, if Buyer serves as the Scheduling Coordinator, Buyer shall

be responsible for Buyer Scheduling Failures, as well as all costs associated with Buyer's role as Scheduling Coordinator, including scheduling, forecasting, billing, imbalance, or deviation charges.

(b) Notices. Seller (as the Facility's Scheduling Coordinator) shall provide Buyer with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, Forced Facility Outages, Forced Facility Outage reports, clearance requests, or must offer waiver forms. Seller will cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO (in order of preference) telephonically, by electronic mail, or facsimile transmission to the personnel designated to receive such information.

(c) CAISO Costs and Revenues. Except as otherwise set forth below and in Sections 3.4(b) and 3.7, and subject to Section 3.3, Seller (as Scheduling Coordinator for the Facility) shall be responsible for all CAISO costs (including penalties, Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues or costs, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall also be responsible for all CAISO penalties or fees resulting from any failure by Seller to abide by the CAISO Tariff or this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties if Scheduling Coordinator for the Facility), including for RA plans. The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges are the responsibility of the Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are imposed upon the Facility or to Buyer (if Scheduling Coordinator) due to any violation of CAISO rules by Seller, the cost of the sanctions or penalties shall be the Seller's responsibility.

(d) CAISO Settlements. Seller (as the Facility's Scheduling Coordinator) shall be responsible for all settlement functions with the CAISO related to the Facility.

(i) If, at a later date, Buyer serves as Scheduling Coordinator of the Facility, then Buyer shall render a separate invoice to Seller for any CAISO charges or penalties ("CAISO Charges Invoice") for which Seller is responsible under this Agreement, including Section 3.4(b). CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer will review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net

or offset any amounts owing to it for these CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(e) Dispute Costs. Seller, as Scheduling Coordinator, shall dispute CAISO settlements in a commercially reasonable manner. Buyer (if Facility's Scheduling Coordinator) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with any CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(f) Terminating Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of the responsible Party as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(g) Master Data File and Resource Data Template. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master Data File and Resource Data Template (or successor data systems) for this Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent, not to be unreasonably withheld.

(h) NERC Reliability Standards. Seller shall maintain compliance with NERC reliability standards. Buyer (if Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance, with NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (if Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (if Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

4.4 Forecasting. Seller shall provide the forecasts described below. Seller's Available Capacity forecasts shall include availability and updated status of key equipment for the Facility. Seller shall use commercially reasonable efforts to forecast the Available Capacity and expected Metered Energy of the Facility accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) Annual Forecast of Expected Metered Energy. No less than ninety (90) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide a non-binding forecast of each month's average-day expected Metered Energy, by hour, for the following calendar year in a form reasonably acceptable to Buyer.

(b) Monthly Forecast of Available Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Buyer's

designee (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

(c) Daily Forecast of Available Capacity. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, Seller shall provide Buyer with a non-binding forecast of the Facility's Available Capacity (or if requested by Buyer, the expected Metered Energy) for each hour of the immediately succeeding day ("Day-Ahead Forecast"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the Facility's Available Capacity and the hourly expected Metered Energy. These Day-Ahead Forecasts shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein for any period, then for such unscheduled delivery period only Buyer shall rely on any Real-Time Forecast provided in accordance with Section 4.4(d) or the Monthly Delivery Forecast or Buyer's best estimate based on information reasonably available to Buyer.

(d) Real-Time Forecasts. During the Delivery Term, Seller shall notify Buyer of any changes from the Day-Ahead Forecast of one (1) MW or more in Available Capacity or hourly expected Energy, in each case whether due to Forced Facility Outage, Force Majeure or other cause, as soon as reasonably possible, but no later than one (1) hour prior to the deadline for submitting Schedules to the CAISO in accordance with the rules for participation in the Real-Time Market. If the Available Capacity changes by at least one (1) MW as of a time that is less than one (1) hour prior to the Real-Time Market deadline, but before such deadline, then Seller must notify Buyer as soon as reasonably possible. Such Real-Time Forecasts of Energy shall be provided by an Approved Forecast Vendor and shall contain information regarding the beginning date and time of the event resulting in the change in Available Capacity, the expected end date and time of such event, the expected Available Capacity in MW, and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Facility Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Facility Outage. Seller shall inform Buyer of any developments that will affect either the duration of such outage or the availability of the Facility during or after the end of such outage. These Real-Time Forecasts shall be communicated in a method acceptable to Buyer; provided that Buyer specifies the method no later than sixty (60) days prior to the effective date of such requirement. In the event Buyer fails to provide Notice of an acceptable method for communications under this Section 4.4(d), then Seller shall send such communications by telephone and e-mail to Buyer.

(e) Forced Facility Outages. Notwithstanding anything to the contrary herein, Seller shall promptly notify the on-duty Scheduling Coordinator of Forced Facility Outages and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

(f) Forecasting Penalties. Subject to a Force Majeure Event, in the event that Buyer is scheduling the Facility, and Seller does not in a given hour provide the forecast required in Section 4.4(d), and Buyer incurs a loss or penalty resulting from its scheduling activities with respect to Energy during such hour, Seller shall be responsible for a "Forecasting Penalty" for each such hour equal to the product of (A) the absolute difference (if any) between (i) the expected

Energy for such hour set forth in the Monthly Delivery Forecast, and (ii) the actual Energy produced by the Facility, multiplied by (B) the absolute value of the Real-Time Price in such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) CAISO Tariff Requirements. Subject to the limitations expressly set forth in Section 3.13, to the extent such obligations are applicable to the Facility, Seller will comply with all applicable obligations for Variable Energy Resources under the CAISO Tariff and the Eligible Intermittent Resource Protocol, including providing appropriate operational data and meteorological data, and will fully cooperate with Buyer, Buyer's SC, and CAISO, in providing all data, information, and authorizations required thereunder.

4.5 Dispatch Down/Curtailment.

(a) General. Seller agrees to reduce the Facility's generation by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment, provided that any Buyer Curtailment Order or notice received from CAISO in respect of a Buyer Bid Curtailment shall be consistent with the operational characteristics set forth in Exhibit L. Buyer has no obligation to purchase or pay for any Product delivered in violation of any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment, or for any Product that could not be delivered due to Force Majeure.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of Energy from the Facility to the Delivery Point through Buyer Curtailment Orders, provided that Buyer shall pay Seller for all Deemed Delivered Energy in excess of the Curtailment Cap at the applicable Contract Price.

(c) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Metered Energy that the Facility generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such MWh and, (B) is the Negative LMP Cost, if any, for the Buyer Curtailment Period or Curtailment Period and, (C) is any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.

(d) Seller Equipment Required for Curtailment Instruction Communications. Seller's obligations under this Section 4.4(d) shall be subject to the limitations expressly set forth in Section 3.13. Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as directed by the Buyer in accordance with this Agreement and/or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the then-current methodology used to transmit such instructions as it may change from time to time. If at any time during the Delivery Term Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies, Seller shall take the steps necessary to become

compliant as soon as commercially reasonably possible. Seller shall be liable pursuant to Section 4.4(c) for failure to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies. For the avoidance of doubt, a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order communication via such systems and facilities shall have the same force and effect on Seller as any other form of communication.

4.6 **Reduction in Delivery Obligation.** For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit F:

(a) **Facility Maintenance.** Seller will provide to Buyer written schedules for Scheduled Maintenance for the Facility for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. Buyer may provide comments no later than ten (10) days of receiving any such schedule, and Seller will in good faith take into account any such comments. Seller will deliver to Buyer the final updated schedule of Scheduled Maintenance no later than ten (10) days after receiving Buyer's comments. Seller shall be permitted to reduce deliveries of Product during any period of Scheduled Maintenance on the Facility.

(b) **Forced Facility Outage.** Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage in accordance with Section 4.4(d).

(c) **System Emergencies and other Interconnection Events.** Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Buyer Curtailment Period, or upon Notice of a Curtailment Order, or pursuant to the terms of the Interconnection Agreement or applicable tariff.

(d) **Force Majeure Event.** Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) **Health and Safety.** Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

4.7 **Expected Energy and Guaranteed Energy Production.** The quantity of Product, as measured by Metered Energy, that Seller expects to be able to deliver to Buyer during each Contract Year is set forth on the Cover Sheet ("**Expected Energy**"). Seller shall be required to deliver to Buyer an amount of Energy, not including any Excess MWh, equal to no less than the Guaranteed Energy Production (as defined below) in any period of two (2) consecutive Contract Years during the Delivery Term ("**Performance Measurement Period**"). "**Guaranteed Energy Production**" means an amount of Product, as measured in MWh, equal to one-hundred sixty percent (160%) of the average Expected Energy for the two (2) Contract Years constituting such Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent that Seller was unable to deliver Energy as a result of any Force Majeure Events, System Emergency, Buyer Scheduling Failure, Curtailment Periods and Buyer Curtailment Periods; to effectuate the foregoing excuses, Seller shall be deemed to have generated (1) the Deemed Delivered Energy in respect of Buyer

Curtailement Periods, and (2) an amount of Energy determined in accordance with Exhibit F in respect of Lost Output. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit F; *provided* that Seller may, as an alternative, upon prior written consent of the Buyer, provide Replacement Product (as defined in Exhibit F) that is (i) delivered to Buyer at SP-15 EZ Gen Hub, (ii) (if Buyer is Scheduling Coordinator) scheduled via day-ahead Inter-SC Trades within ninety (90) days after the conclusion of the applicable Performance Measurement Period in the event Seller fails to deliver the Guaranteed Energy Production during any Performance Measurement Period, (iii) delivered upon a schedule reasonably acceptable to Buyer, and (iv) delivered to Buyer without imposing additional costs upon Buyer that are not reimbursed by Seller; provided further that Buyer will pay Seller for all such Replacement Product provided pursuant to this Section 4.7 in a manner mutually agreeable to the Parties.

4.8 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.13, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Metered Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification, issuance, and transfer of such WREGIS Certificates to Buyer, and Buyer shall be given sole title to all such WREGIS Certificates. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the accounts of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Subject to Section 3.13, Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause itself or its agent to be designated as the "Qualified Reporting Entity" (as that term is defined by WREGIS) for the Facility. Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Because WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Metered Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month

are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.8. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A “**WREGIS Certificate Deficit**” means any deficit or shortfall in WREGIS Certificates issued to Buyer for a calendar month as compared to the Metered Energy for the same calendar month (“**Deficient Month**”). If any WREGIS Certificate Deficit is caused by Seller, or is the result of any action or inaction by Seller, then the amount of Metered Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer’s payment to Seller under Article 8 and the Guaranteed Energy Production for the applicable Performance Measurement Period; provided, however, that such adjustment shall not apply to the extent that Seller provides Replacement Product (as defined in Exhibit F) that is (i) delivered to Buyer at SP-15 EZ Gen Hub, (ii) scheduled via day-ahead Inter-SC Trades within ninety (90) days after the conclusion of the applicable Deficient Month, (iii) delivered upon a schedule reasonably acceptable to Buyer, and (iv) delivered to Buyer without imposing additional costs upon Buyer. Without limiting Seller’s obligations under this Section 4.8, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission. Seller shall use commercially reasonable efforts to rectify any WREGIS Certificate Deficit as expeditiously as possible.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.8 after the Effective Date, the Parties promptly shall modify this Section 4.8 as reasonably required to cause and enable Seller to transfer to Buyer’s WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Metered Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits to be issued to Buyer and tracked in WREGIS will be taken prior to the first delivery under the Agreement.

4.9 **[Removed]**

4.10 **Access to Data and Installation and Maintenance of Weather Station**

(a) Commencing on the Commercial Operation Date, and continuing throughout the Delivery Term, Seller shall provide to Buyer, in a form reasonably acceptable to Buyer, the data set forth below on a real-time basis; provided that Seller shall agree to make and bear the cost of changes to any of the data delivery provisions below, as requested by Buyer, throughout the Delivery Term, which changes Buyer determines are necessary to forecast output from the Facility, and/or comply with Law:

(i) read-only access to meteorological measurements, transformer availability, any other Facility availability information, and, if applicable, all parameters necessary for use in the equation under item (vii) of this list;

(ii) read-only access to energy output information collected by the supervisory control and data acquisition (SCADA) system for the Facility; provided that if

Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide energy output information and meteorological measurements to Buyer in 1 minute intervals in the form of a flat file to Buyer through a secure file transport protocol (FTP) system with an e-mail back up for each flat file submittal;

(iii) read-only access to the Facility's CAISO revenue meter and all Facility meter data at the Site;

(iv) full, real time access to the Facility's Scheduling and Logging for the CAISO (OMS) client application, or its successor system;

(v) net Facility electrical output at the CAISO revenue meter;

(vi) instantaneous data measurements at sixty (60) second or increased frequency for the following parameters, which measurements shall be provided by Seller to Buyer in a consolidated data report at least once every five minutes via flat file through a secure file transport protocol (FTP) system with an e-mail backup: (i) back panel temperature, (ii) global horizontal irradiance, (iii) plane of array irradiance (if the panels are fixed) or direct normal irradiance (if the panels are tracking), (iv) wind speed, (v) peak wind speed (within one minute), (vi) wind direction, (vii) ambient air temperature, (viii) dewpoint air temperature or relative humidity, (ix) horizontal visibility, (x) precipitation (rain rate), (xi) precipitation (running 30 day total), and (xii) barometric pressure; and

(vii) an equation, updated on an ongoing basis to reflect the potential generation of the Facility as a function of insolation (and, if applicable, other weather factors). Such equation shall take into account the expected availability of the Facility. Seller shall reasonably cooperate with any request from Buyer to adjust the equation due to results that are inconsistent with the observed Facility output.

For any month in which the above information and access was not available to Buyer for longer than twenty-four (24) continuous hours, Seller shall prepare and provide to Buyer upon Buyer's request a report with the Facility's monthly actual available capacity in a form reasonably acceptable to Buyer.

Buyer's access to the Facility's SCADA system shall be subject to Buyer's compliance with Seller's reasonable cyber-security policies and procedures and applicable Law, including NERC rules and regulations.

(b) Seller shall maintain at least a minimum of one hundred twenty (120) days' historical data for all data required pursuant to Section 4.10(a), which shall be available on a minimum time interval of one hour basis or an hourly average basis, except with respect to the meteorological measurements which shall be available on a minimum time interval of ten (10) minute basis. Seller shall provide such data to Buyer within five (5) Business Days of Buyer's request.

(c) Installation, Maintenance and Repair.

(i) Seller, at its own expense, shall install and maintain at least one (1) stand-alone meteorological station at the Site to monitor and report the meteorological data required in Section 4.10(a) of this Agreement. Seller, at its own expense, shall install and maintain a secure communication link in order to provide Buyer with access to the data required in Section 4.10(a) of this Agreement.

(ii) Seller shall maintain the meteorological stations, telecommunications path, hardware, and software necessary to provide accurate data to Buyer or Buyer's designee to enable Buyer to meet current CAISO scheduling requirements. Seller shall promptly repair and replace as necessary such meteorological stations, telecommunications path, hardware and software and shall notify Buyer as soon as Seller learns that any such telecommunications paths, hardware and software are providing faulty or incorrect data.

(iii) If Buyer notifies Seller of the need for maintenance, repair or replacement of the meteorological stations, telecommunications path, hardware or software, Seller shall maintain, repair or replace such equipment as necessary within five (5) days of receipt of such Notice; provided that if Seller is unable to repair or replace such equipment within five (5) days, then Seller shall make such repair or replacement as soon as reasonably practical; provided further that Seller shall not be relieved from liability for any Imbalance Energy costs incurred under Section 3.4(b) during this additional period for repair or replacement.

(iv) For any occurrence in which Seller's telecommunications system is not available or does not provide quality data and Buyer notifies Seller of the deficiency or Seller becomes aware of the occurrence, Seller shall transmit data to Buyer through any alternate means of verbal or written communication, including cellular communications from onsite personnel, facsimile, blackberry or equivalent mobile e-mail, or other method mutually agreed upon by the Parties, until the telecommunications link is re-established.

(d) Seller agrees and acknowledges that Buyer may seek and obtain from third parties any information relevant to its duties, including from the PTO. Seller shall execute within a commercially reasonable timeframe upon request such instruments as are reasonable and necessary to enable Buyer to obtain from the PTO information concerning Seller and the Facility that may be necessary or useful to Buyer in furtherance of Buyer's duties.

(e) No later than ninety (90) days before the Commercial Operation Date, Seller shall provide one (1) year, if available, but no less than six (6) months, of recorded meteorological data to Buyer in a form reasonably acceptable to Buyer from a weather station at the Site. Such weather station shall provide, via remote access to Buyer, all data relating to (i) the parameters (other than back panel temperature) identified in Section 4.10(a)(vi) above (all data, except peak values, should be 1-second samples averaged into 10-minute periods); (ii) elevation, latitude and longitude of the weather station; and (iii) any other data reasonably requested by Buyer.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Energy or other Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, however*, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility.** Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit D Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy to Buyer.

6.3 **Shared Facilities.**

(a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and permits required to effect delivery of the Product to the Delivery Point. During the Delivery Term, the Interconnection Agreement shall provide for interconnection capacity available or allocable to the Facility that is no less than the

Guaranteed Capacity. The Parties acknowledge that ownership and use of any Shared Facilities (including the Interconnection Agreement itself) may be subject to a co-tenancy or similar sharing agreement (collectively, “**Shared Facilities Agreement(s)**”), under which Shared Facilities Agreements an entity other than Seller may act as a manager on behalf of Seller under the Interconnection Agreement (“**SFA Manager**”); *provided* that such agreements shall permit Seller to perform or satisfy its obligations hereunder and shall provide for separate metering of the Facility. Seller shall ensure that, during the startup period of the Facility and throughout the Delivery Term, Seller shall have sufficient interconnection capacity and rights under or through the Interconnection Agreement and the Shared Facilities Agreements, if any, to interconnect the Facility with the CAISO Grid and fulfill its obligations under this Agreement. In connection with the Interconnection Agreement and the Shared Facilities Agreements, if any, the following shall apply:

(i) The Shared Facilities Agreements shall provide that:

(A) the Other Seller(s), the SFA Manager and the Interconnection Affiliate (if different from the Seller or Other Seller(s)) shall fully indemnify Seller for any liability arising out of its respective acts or omissions in regards to its respective performance obligations under the Interconnection Agreement and any Shared Facilities Agreement in which such party is a counterparty with Seller,

(B) Seller shall have the right to correct, remedy, mitigate, or otherwise cure any omission, failure, breach or default by Other Seller, SFA Manager, or Interconnection Affiliate (if different from the Seller or Other Seller(s)) that would negatively impact Seller’s obligations under this Agreement, under the Interconnection Agreement, or under any Shared Facilities Agreement in which Seller is a counterparty, and

(C) any instruction from the CAISO or the PTO to curtail energy deliveries shall be allocated between the Facility and any Other Generating Facility(ies) that have achieved commercial operation on a pro rata basis based upon their respective energy delivery forecasts for the applicable period, except (A) when such pro rata allocation would be in violation of the applicable curtailment instruction, or (B) to the extent that the need for the curtailment can be attributed to the Facility or any Other Generating Facility.

(ii) Seller shall, or shall cause the Interconnection Affiliate (if different from Seller) to, apply for and expeditiously seek FERC’s acceptance of any Shared Facilities Agreement(s), if required.

(iii) Except with respect to an assignment or collateral assignment of the Interconnection Agreement, Shared Facilities or Shared Facilities Agreement(s) to a Person to which this Agreement is assigned pursuant to Article 14 or Article 15, Seller shall not assign or transfer Seller’s rights or obligations under the Interconnection Agreement or any Shared Facilities Agreement to any Person without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

(b) As between Buyer and Seller under this Agreement, Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to Seller, the Interconnection Affiliate, the SFA Manager, or the Other Seller(s) under the Interconnection Agreement, the Shared Facilities Agreement, if any, and the CAISO Tariff, in connection with the interconnection of the Facility to the Participating Transmission Owner's electric system and transmission of electric energy from the Facility to the Participating Transmission Owner's electric system.

(c) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the CAISO Tariff, including securing and maintaining in full force and effect all required CAISO agreements, certifications and approvals.

(d) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to secure through the CAISO the CAISO Resource ID that is to be used solely for this Facility.

(e) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the requirements of Appendix H to Appendix CC of the CAISO Tariff, or its equivalent successor.

6.4 **Decommissioning Facility and Other Costs.** Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition. Seller agrees to indemnify Buyer for any costs incurred by Buyer if and to the extent that Seller's actions or inactions causes any or all of them become required, whether statutorily or otherwise, to bear the cost of any decommissioning or demolition of the Facility or any environmental or other liability associated therewith.

ARTICLE 7 METERING

7.1 **Metering.** Seller shall measure the amount of Energy produced by the Facility using a CAISO Approved Meter, using a CAISO-approved methodology, which will be subject to adjustment in accordance applicable CAISO meter requirements and Prudent Operating Practices, including to account for Electrical Losses and Station Use. Subject to meeting any applicable CAISO requirements, the meters shall be programmed to adjust for all losses from such meter to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Such meter shall be installed at an appropriate location on the low side of the Seller's transformer and maintained and updated at Seller's cost. The meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Facility. Buyer, at its sole cost and

expense, may install and maintain check meters and all associated measuring equipment necessary to permit an accurate determination of the quantities of Output delivered under this Agreement, provided the referenced equipment does not interfere with Seller's metering equipment.

7.2 **Meter Verification.** If Seller has reason to believe there may be a meter malfunction, Seller shall test the meter. Seller shall also test the meter annually. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than plus or minus one percent (1%), an adjustment shall be made to correct all measurements made by the inaccurate or defective meter for both the amount of the inaccuracy and the period of the inaccuracy. If the period of inaccuracy cannot be reasonably ascertained, then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-third of such period. If the difference of inaccuracy is a positive number, the balance shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the direction of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing.** Seller shall deliver an invoice to Buyer for Product no later than fifteen (15) Business Days after the end of the prior monthly billing period. Each invoice shall provide Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of Energy in MWh produced by the Facility as read by the CAISO Approved Meter, the amount of Replacement RA and Replacement Product delivered to Buyer, the calculation of Deemed Delivered Energy and Adjusted Energy Production, the LMP prices at the Delivery Point for each Settlement Period, and the Contract Price applicable to such Product; and (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount. Invoices shall be in a format specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement.

8.2 **Payment.** Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within thirty (30) days after receipt of the invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due

date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement and such records as may be required by Prudent Operating Practice, for a period of at least three (3) years or as otherwise required by Law. Either Party, upon fifteen (15) days written Notice to the other Party, shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5, an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due. Except for adjustments required due to a correction of data by the CAISO, any adjustment described in this Section 8.4 is waived if Notice of the adjustment is not provided within thirty six (36) months after the invoice is rendered or subsequently adjusted.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any arithmetic or computational error, within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a party other than the Party seeking the adjustment and such party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other pursuant to this Agreement on the same date through netting, in which case all amounts owed by each Party to the other Party for the

purchase and sale of Product during the monthly billing period under this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** To secure Seller's obligations under this Agreement, including the obligations of Seller to pay liquidated damages to Buyer as provided in this Agreement, Seller shall deliver Development Security to Buyer within thirty (30) days after the Effective Date. Buyer will have the right to draw upon the Development Security if Seller fails to pay liquidated damages owed to Buyer pursuant to Exhibit B to this Agreement, or if Seller fails to pay a Termination Payment owed to Buyer pursuant to Section 11.2. Seller shall maintain the Development Security in full force and effect and Seller shall replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason permitted under this Agreement other than to satisfy a Damage Payment or a Termination Payment. Following the earlier of (i) Seller's delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall promptly return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating specified in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

8.8 **Seller's Performance Security.** To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. If the Performance Security is provided in the form of a Letter of Credit, it shall be substantially in the form set forth in Exhibit K. Seller shall maintain the Performance Security in full force and effect and Seller shall replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Damage Payment or a Termination Payment. Seller shall maintain the Performance Security in full force and effect until the date on which the following have occurred ("**Performance Security End Date**"): (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of the Performance Security End Date, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Performance Security End Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

8.9 **First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest (“**Security Interest**”) in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer’s Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

- (a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;
- (b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and
- (c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller’s obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

ARTICLE 9 NOTICES

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth on the Cover Sheet or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (b) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a

copy of such electronic Notice by hand delivery or United States mail, at the time indicated by the time stamp upon electronic delivery; or (c) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 Definition.

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; windstorm; hailstorm; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including Buyer’s ability to buy energy at a lower price, or Seller’s ability to sell Energy at a higher price, than the Contract Price); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event of the type expressly described in Section 10.1(b); (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) Seller’s inability to achieve Construction Start of the Facility following the Guaranteed Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date; it being understood and agreed, for the avoidance of doubt, that the occurrence of a Force Majeure Event may give rise to a Development Cure Period.

10.2 **No Liability If a Force Majeure Event Occurs.** Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. Buyer shall not be obligated to pay for any Product that Seller was not able to deliver as a result of Force Majeure. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 **Termination Following Force Majeure Event.** If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder, and has caused either Party to claim and receive relief for such inability to perform, and such relief has continued for a consecutive twelve (12) month period, then the non-claiming Party may terminate this Agreement upon written Notice to the other Party experiencing the Force Majeure Event. Upon any such termination, neither Party shall have any liability to the other, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Development Security or Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

- 11.1 **Events of Default.** An "**Event of Default**" shall mean,
- (a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:
 - (i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for (1) failure to achieve Full Capacity Deliverability Status by the RA Guarantee Date, the exclusive remedies for which are set forth in Section 3.9, (2) Buyer Scheduling Failure, the exclusive remedies for which are contained in Section 4.7 and the payment and other credit Seller receives for Deemed Delivered Energy and Lost Output in accordance with this Agreement, and (3) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.7), and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such failure within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1 or 14.2, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement energy that was not generated by the Facility, except for Replacement Product;

(ii) the failure by Seller to achieve Construction Start within one hundred eighty (180) days after the Guaranteed Construction Start Date; or the failure by Seller to achieve Commercial Operation within one hundred eighty (180) days after the Guaranteed Commercial Operation Date;

(iii) the failure by Seller to timely obtain CEC Certification and Verification in accordance with Section 3.10.

(iv) if, in any consecutive six (6) month period, the Adjusted Energy Production amount is not at least ten percent (10%) of the Expected Energy amount for that Contract Year, and Seller fails to demonstrate to Buyer's reasonable satisfaction, within ten (10)

Business Days after Notice from Buyer, a legitimate reason for the failure to meet the ten percent (10%) minimum;

(v) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8, including the failure to replenish the Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment or a Termination Payment, if such failure is not remedied within ten (10) Business Days after Notice thereof;

(vi) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least "A-" by S&P or "A3" by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit, including failure to honor a request due to sanctions specified in Exhibit K;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

(vii) the occurrence of six (6) consecutive months in which a WREGIS Certificate Deficit was caused, or was the result of any action or inaction, by Seller; provided that if Seller is taking reasonable steps to prevent subsequent WREGIS Certificate Deficits and is reasonably likely to succeed in preventing the occurrence in the seventh (7th) consecutive month,

then an Event of Default shall not be deemed to have occurred until the seventh (7th) consecutive month.

(viii) the failure by Seller to maintain and provide acceptable evidence of insurance as set forth in Section 18.1(a)-(g) that is not cured within ten (10) Business Days after receipt of Notice of such failure from Buyer.

11.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller under Section 11.1(b)(ii), subject to the limitation in Section 7 of Exhibit B, if applicable) or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of any other Event of Default by either Party);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and/or

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment.** The Termination Payment ("**Termination Payment**") for a Terminated Transaction shall be the Settlement Amount plus any or all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes and Green Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting

Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Damage Payment or Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Damage Payment or Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 16.

11.6 **Rights And Remedies Are Cumulative.** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.7 **Mitigation.** Any Non-Defaulting Party shall be obligated to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12

LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY, INDEMNITY PROVISION, OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE

DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING THE DAMAGE PAYMENT UNDER SECTION 11.2 AND THE TERMINATION PAYMENT UNDER SECTION 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT F, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by Laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California, and will be designed to contain the capabilities provided in Exhibit A. Seller agrees and hereby certifies to Buyer that the Site shall be sufficient in size and scope to accommodate both the Facility and the potential future build out of an Energy Storage Facility (whether the Parties agree to develop the Energy Storage Facility or not) to be available for the time period described in Section 3.14. Seller acknowledges and agrees that Buyer's available option to add an Energy Storage Facility under Section 3.14 and the obligation to size the Site accordingly in this Section 13.1(e) are material inducements to Buyer to enter into this Agreement.

13.2 **Buyer's Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a public entity organized under the laws of the State of California.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to the public notice, open meetings, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by Laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any Law.

ARTICLE 14 ASSIGNMENT

14.1 **General Prohibition on Assignments.** Except as provided below and in Article 15, neither Seller nor Buyer may voluntarily assign this Agreement or its rights or obligations under this Agreement, or any part of such rights or obligations, without the written consent of the other Party. Neither Seller nor Buyer shall unreasonably withhold, condition or delay any requested consent to such an assignment. Any Change of Control of Seller (whether voluntary or by operation of Law) shall be deemed an assignment under this Article 14 and will require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 **Permitted Assignment; Change of Control of Seller.** Seller may, upon prior written notice to, but without the prior written consent of, Buyer, transfer or assign this Agreement to a Permitted Transferee; *provided*, that no more fewer than fifteen (15) Business Days before such assignment Seller (x) notifies Buyer of such assignment and (y) provides to Buyer a written agreement signed by the Persons to which Seller wishes to assign its interests stating that such Persons agree to assume all of Seller's obligations and liabilities under this Agreement. Any assignment by Seller, its successors or assigns under this Section 14.2 shall be of no force and effect unless and until such Notice and agreement by the assignee have been delivered to Buyer.

14.3 **Permitted Assignment; Change of Control of Buyer.** Buyer may assign its interests in this Agreement to an Affiliate of Buyer or to any entity that has acquired all or substantially all of Buyer's assets or business, whether by merger, acquisition, or otherwise without Seller's prior written consent, *provided*, that in each of the foregoing situations, the assignee has a Credit Rating of Baa2 or higher by Moody's or BB or higher by S&P; *provided, further*, that in each such case, no more fewer than fifteen (15) Business Days before such assignment Buyer (x) notifies Seller of such assignment and (y) provides to Seller a written agreement signed by the Persons to which Buyer wishes to assign its interests stating that such Persons agree to assume all of Buyer's obligations and liabilities under this Agreement and under any consent to assignment and other documents previously entered into by Seller as described in Article 15. Any assignment by Buyer, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Seller.

ARTICLE 15 LENDER AND FINANCING ACCOMMODATIONS

15.1 **Collateral Assignment and Granting of Lender Interest.** Subject to the provisions of this Section 15.1, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, Buyer shall in good faith work with Seller and Lender to execute or arrange for the delivery of certificates, consents, opinions, estoppels, direct agreements, amendments and

other documents reasonably requested by Seller or Lender in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Lender that provide that the Buyer recognizes the Lender's security interest and such other provisions as may be reasonably requested by Seller or any such Lender; *provided*, however, that all costs and expenses (including reasonable attorney's fees) incurred by Buyer in connection therewith shall be borne by the Seller, and that the Buyer shall not be required to agree to any terms or conditions except those that are reasonable and customarily obtained by financing parties in similar transactions.

15.2 **Shared Facilities; Portfolio Financing.** Without limiting the foregoing, Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (1) utilizing tax equity investment, and/or (2) through a Portfolio Financing, which may include cross-collateralization or similar arrangements; provided, Seller shall not permit the Facility, this Agreement, or the direct or indirect interests in Seller to be included in more than one Portfolio Financing at any given time. In connection with any financing or refinancing of the Facility, the Interconnection Facilities or the Shared Facilities by Seller or any Portfolio Financing, Buyer, Seller, Portfolio Financing Entity (if any), and Lender shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions provided, however, that Buyer shall not be required to agree to any terms or conditions except those that are reasonable and customarily obtained by financing parties in similar transactions, and all reasonable attorney's fees incurred by Buyer in connection therewith shall be borne by Seller.

ARTICLE 16 DISPUTE RESOLUTION

16.1 **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. The Parties agree that any litigation arising with respect to this Agreement is to be venued in the Superior Court for the County of Riverside, California.

16.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at Law or in equity, subject to the limitations set forth in this Agreement.

16.3 **Attorneys' Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 17 INDEMNIFICATION

17.1 Indemnification.

(a) Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the “**Indemnified Party**”) from and against all third-party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the violation of Law or the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

(b) Nothing in this Section 17.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

17.2 **Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, *provided, however,* that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party’s expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party’s counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party’s damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 18 INSURANCE

18.1 Insurance.

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations

and personal injury insurance, in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence, and an annual aggregate of not less than Four Million Dollars (\$4,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Five Million Dollars (\$5,000,000). Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) Employer's Liability Insurance. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction or re-powering of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit coverage of not less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage, in each case, with limits of One Million Dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 18.1(f).

(g) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) **Failure to Comply with Insurance Requirements.** If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer's remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 19 CONFIDENTIAL INFORMATION

19.1 **Definition of Confidential Information.** The following constitutes "**Confidential Information**," whether oral or written, and whether delivered by Seller to Buyer or by Buyer to Seller: (a) proposals and negotiations of the Parties in the negotiation of this Agreement; (b) the terms and conditions of this Agreement; and (c) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" or words of similar import before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

19.2 **Duty to Maintain Confidentiality.** The Party receiving Confidential Information shall treat it as confidential, and shall adopt reasonable information security measures to maintain its confidentiality, employing the higher of (a) the standard of care that the receiving Party uses to preserve its own confidential information, or (b) a standard of care reasonably tailored to prevent unauthorized use or disclosure of such Confidential Information. Confidential Information may be disclosed by the recipient if and to the extent such disclosure is required (a) by Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The Party that originally discloses Confidential Information may use such information for its own purposes, and may publicly disclose such information at its own discretion. Notwithstanding the foregoing, Seller acknowledges that Buyer is required to make this Agreement available to the public in connection with the process of seeking approval from its governing body for execution of this Agreement. Buyer will use reasonable efforts to consult with Seller prior to any such public disclosure and shall use reasonable efforts to redact the financial terms of this Agreement as part of any such public disclosure, to the extent consistent with Buyer's policies and California law. Seller further acknowledges that Buyer is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.). Upon request or demand from any third person not a Party to this Agreement for production, inspection and/or copying of this Agreement or other

Confidential Information provided by Seller to Buyer, Buyer shall, to the extent permissible, notify Seller in writing in advance of any disclosure that the request or demand has been made; provided that, upon the advice of its counsel that disclosure is required, Buyer may disclose this Agreement or any other requested Confidential Information, whether or not advance written notice to Seller has been provided. Seller shall be solely responsible for taking whatever steps it deems necessary to protect Confidential Information that is the subject of any Public Records Act request submitted by a third person to Buyer.

19.3 **Irreparable Injury; Remedies.** Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at Law or in equity, including injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

19.4 **Disclosure to Seller Permitted Party.** Notwithstanding anything to the contrary in this Article 19, Confidential Information may be disclosed by Seller to any Seller Permitted Party or any of its agents, consultants or trustees so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 19 to the same extent as if it were a Party.

19.5 **Disclosure to Credit Rating Agency.** Notwithstanding anything to the contrary in this Article 19, Confidential Information may be disclosed by either Party to any nationally recognized credit rating agency (e.g., Moody's Investors Service, Standard & Poor's, or Fitch Ratings) in connection with the issuance of a credit rating for that Party or its affiliates, provided that any such credit rating agency agrees in writing to maintain the confidentiality of such Confidential Information in accordance with this Article 19.

ARTICLE 20 MISCELLANEOUS

20.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

20.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

20.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

20.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

20.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

20.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

20.8 **Facsimile or Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

20.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

20.10 **[Removed]**

20.11 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party

may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 16. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event.

20.12 **Forward Contract.** The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code.

20.13 **Service Contract.** The Parties intend this Agreement to be considered as a service contract for the purposes of Section 7701(e) of the United States Internal Revenue Code of 1986, as amended.

EXHIBIT A**DESCRIPTION OF THE FACILITY****Facility Name:** RE Greyspark**Site Name:** RE Greyspark**Site includes all or some of the following APNs:**

254-441-04, 254-441-05, 254-441-07, 254-441-06, 254-441-18, 254-442-27, 254-441-15, 254-442-04, 254-442-05, 254-442-06, 254-442-13, 254-442-28, 254-442-26, 254-442-25, 254-442-22, 254-442-23, 254-442-29, 254-442-30, 254-442-24

Site Address: 23555 Gaskell Rd, Rosamond, CA 93560**GPS Coordinates:** 34.820576, -118.573447**County:** Kern County**Guaranteed Capacity:** 16 MW AC (net, at the Delivery Point)**Generation Technology:** Tier 1: Module, Inverter and Single-Axis Tracker Supplier**P-node/Delivery Point:** the PNode designated by the CAISO for the Facility at Southern California Edison Company's 220kV Whirlwind Substation**Point of Interconnection:** 220kV Whirlwind Substation**CAISO Queue Number:** Q1074**Transmission Provider:** Southern California Edison**One-Line Diagram:** See below.

Description of Interconnection Facilities and Metering: An indicative depiction of the Interconnection Facilities and metering configuration is shown in the following one-line diagram:

[Redacted]
Exhibit A One-Line Diagram

EXHIBIT B**FACILITY CONSTRUCTION AND COMMERCIAL OPERATION**

1. Construction of the Facility.
 - a. **“Construction Start”** will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the construction of the Facility, has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Facility may begin and proceed to completion without foreseeable interruption of material duration, and when Seller has executed an engineering, procurement, and construction contract and issued thereunder a notice to proceed that authorizes the contractor to immediately mobilize to Site and begin physical construction at the Site (including, at a minimum, excavation for foundations or the installation or erection of improvements). The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the **“Construction Start Date.”** The Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date.
 - b. If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Construction Start Delay Damages to Buyer on account of such delay. Construction Start Delay Damages shall be payable to Buyer by Seller for each day for which Construction Start has not begun after the Guaranteed Construction Start Date. Construction Start Delay Damages shall be payable to Buyer by Seller until Seller reaches Construction Start of the Facility. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Construction Start Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Construction Start Delay Damages set forth in the invoice. Construction Start Delay Damages shall be refundable to Seller pursuant to Section 2(b) of this Exhibit B. The Parties agree that Buyer’s receipt of Construction Start Delay Damages shall be Buyer’s sole and exclusive remedy for Seller’s unexcused delay in achieving the Construction Start Date on or before the Guaranteed Construction Start Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to declare an Event of Default pursuant to Section 11.1(b)(ii) and receive a Damage Payment upon exercise of Buyer’s rights pursuant to Section 11.2 in the event that such delay exceeds one hundred eighty (180) days.
2. **Commercial Operation of the Facility.** **“Commercial Operation”** means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.3 of the Agreement and (ii) Seller has provided Notice to Buyer substantially in the form of Exhibit I-1 (the **“COD Certificate”**). The **“Commercial Operation Date”** shall be the later of (x) the date that is ninety (90) days before the Expected Commercial Operation Date or (y) the date identified in the COD Certificate as the **“Commercial Operation Date”**.

- a. Seller shall cause Commercial Operation for the Facility to occur by the Guaranteed Commercial Operation Date. Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.
 - b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Construction Start Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Construction Start Delay Damages with the first invoice to Buyer after the Commercial Operation Date.
 - c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Buyer shall retain Construction Start Delay Damages and Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller for each day for which Commercial Operation has not begun after the Guaranteed Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Facility achieves Commercial Operation. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month. The Parties agree that Buyer's retention of Construction Start Delay Damages and receipt of Commercial Operation Delay Damages shall be Buyer's sole and exclusive remedy for Seller's unexcused delay in achieving the Commercial Operation Date on or before the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer's declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer's right to declare an Event of Default under Section 11.1(b)(ii) and receive a Damage Payment upon exercise of Buyer's default right pursuant to Section 11.2 in the event that such delay exceeds one hundred eighty (180) days.
3. **Termination for Failure to Timely Achieve Commercial Operation.** If the Facility has not achieved Commercial Operation within one hundred eighty (180) days after the Guaranteed Commercial Operation Date, Buyer may elect to terminate this Agreement pursuant to Sections 11.1(b)(ii) and 11.2(a), which termination shall become effective as provided in Section 11.2(a).
4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis (the "**Development Cure Period**") for the duration of any delay arising out of any of the following circumstances:
- a. a Force Majeure Event occurs; or
 - b. Buyer has not made all necessary arrangements to receive the Energy at the Delivery Point by the Guaranteed Commercial Operation Date; or

- c. the Interconnection Facilities or Network Upgrades are not complete and ready for the Facility to connect and sell Product at the Delivery Point by the Guaranteed Commercial Operation Date, despite the exercise of diligent and commercially reasonable actions by Seller, including compliance with applicable Laws, diligent pursuit of approval in any General Order 131-D process with the California Public Utilities Commission, and full utilization of the rights and remedies of Seller's Affiliate under the Interconnection Agreement.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period (other than the extensions granted pursuant to clause 4(b) above) shall not exceed one hundred eighty (180) days (i.e., each such date may be extended for a maximum of one hundred eighty (180) days), for any reason, including a Force Majeure Event. No extension shall be given if (i) the delay was the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines, (ii) Seller failed to provide the requested documentation as provided below, or (iii) Seller failed to provide the written Notice to Buyer as required in the next sentence. Seller shall provide prompt written Notice to Buyer of a delay, but in no case more than thirty (30) days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Expected Commercial Operation Date, or after such date, Seller must provide written Notice within five (5) Business Days of Seller becoming aware of such delay. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than one hundred percent (100%) of Guaranteed Capacity, Seller shall have one hundred twenty (120) days after the Commercial Operation Date to install additional capacity such that the Installed Capacity is equal to (but not greater than) the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-2 hereto specifying the new Installed Capacity. In the event that the Installed Capacity is still less than the Guaranteed Capacity as of such date, Seller shall pay "**Capacity Damages**" to Buyer, in an amount equal to Two Hundred Thousand Dollars (\$200,000) for each MW that the Guaranteed Capacity exceeds the Installed Capacity, and the Guaranteed Capacity and other applicable portions of the Agreement shall be adjusted accordingly.
6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Construction Start Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof, and Seller shall replenish the Development Security to its full amount within ten (10) Business Days after such draw.
7. **Cap on Seller Liability Prior to Commercial Operation Date.** Seller's aggregate liability for Construction Start Delay Damages, Commercial Operation Delay Damages, and any Damage Payment payable in respect of early termination by Buyer due to an Event of Default by Seller under Section 11.1(b)(ii) shall be capped in the aggregate at an amount equal to one hundred percent (100%) of the Development Security.

EXHIBIT C
RESERVED

Attachment: RE Greyshawk_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT D

EMERGENCY CONTACT INFORMATION

BUYER:

Attn: Jeannette Olko
Phone: 951.413.3500
Email: jeannetteo@moval.org

ALTERNATE BUYER EMERGENCY CONTACT:

Dean Ayer
Phone No.: 951.413.3500
Email: deana@moval.org

ALTERNATE BUYER EMERGENCY CONTACT:

Dan Griffiths
Phone No.: 916.471.9518
Email: dg@cameron-daniel.com

SELLER:

RE Greyspark LLC
c/o Recurrent Energy, LLC
3000 Oak Road, Ste. 300
Walnut Creek, CA 94597
Attention: Asset Management
Phone No.: 415.501.9495
Email: AssetManagement@canadiansolar.com

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT E**SAMPLE CALCULATION OF COMPENSATION****Example A**

If the applicable CAISO Delivery Point Day-Ahead Market LMP in Section 3.3(a)(i) ("Settlement Price") = \$25/MWh, and:

Metered Energy delivered = 7 MWh

Contract Price = \$26.95 / MWh

Then, the amount payable to Seller for purposes of determining the compensation pursuant to Section 3.3 = 7 MWh * (\$26.95/MWh - \$25/MWh) = \$13.65

Example B

If the CAISO Settlement Price is negative \$10/MWh, and:

The current Settlement Interval is not within the Curtailment Cap, and:

Metered Energy delivered = 7 MWh

Contract Price = \$26.95 / MWh; and

Buyer elects to take energy under negative pricing conditions;

Then the amount payable to Seller for purposes of determining the compensation pursuant to Section 3.3 = 7 MWh * (\$26.95/MWh + \$10/MWh) = \$258.65

Example C

If the CAISO Settlement Price is negative \$15/MWh, and:

The current Settlement Interval is not within the Curtailment Cap, and:

Deemed Delivered Energy = 7 MWh

Contract Price = \$26.95 / MWh; and

Buyer Curtailment Period;

Then the amount payable to Seller for purposes of determining the compensation pursuant to Section 3.3 = 7 MWh * \$26.95/MWh = \$188.65

Example D

If the CAISO Settlement Price is negative \$26/MWh, and:

The current Settlement Interval is within the Curtailment Cap, and:

Metered Energy delivered = 7 MWh

Contract Price = \$26.95 / MWh

Then the amount payable to Seller for purposes of determining the compensation pursuant to Section 3.3 = \$0.00 whether or not there is any Metered Energy

Example E

If the CAISO Settlement Price = \$50.00/MWh, and:

Metered Energy delivered = 7 MWh

Contract Price = \$26.95 / MWh

Then, the amount payable to Buyer for purposes of determining the compensation pursuant to Section 3.3 = 7 MWh * (\$50.00 - \$26.95/MWh) = \$161.35.

EXHIBIT F**GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION**

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the lesser of (x) \$50/MWh and (y) the market value of Replacement Green Attributes.

D = the Contract Price for the Performance Measurement Period, in \$/MWh

No payment shall be due if the calculation of (A – B) or (C - D) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

Additional Definitions:

“**Adjusted Energy Production**” shall mean the sum of the following: Metered Energy + Deemed Delivered Energy + Lost Output + Replacement Product – Excess MWh.

“**Lost Output**” means the sum of Energy in MWh that would have been generated and delivered, but was not, on account of Force Majeure Event, Buyer Scheduling Failure, Buyer Curtailment Period, or Curtailment Order. For the purposes of the Adjusted Energy Production calculations and determining Guaranteed Energy Production shortfalls, the Energy related to both Deemed Delivered Energy and Lost Output shall not be double counted. The amount of Lost Output shall be equal to (a) the VER Forecast expressed in MWh during the period of the Force Majeure Event, Buyer Scheduling Failure, Buyer Curtailment Period, or Curtailment Order, or (b) if there is no VER Forecast available or Seller demonstrates to Buyer’s reasonable satisfaction that

the VER Forecast does not represent an accurate forecast of generation from the Facility, the result of the equation reasonably calculated and provided by Seller, and approved by Buyer in its reasonable discretion, to reflect the potential generation of the Facility as a function of Available Capacity, solar insolation and panel temperature, and using relevant Facility availability, weather, historical and other pertinent data for the period of time during the Force Majeure Event, Buyer Scheduling Failure, Buyer Curtailment Period, or Curtailment Order, in all cases less the amount of Metered Energy delivered to the Delivery Point during such period.

“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (e.g., PCC1) as the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility during the Performance Measurement Period for which the Replacement Green Attributes are being provided.

“Replacement Energy” means energy and associated Green Attributes produced by a facility other than the Facility that, at the time delivered to Buyer, qualifies under Public Utilities Code 399.16(b)(1), and has Green Attributes that have the same or comparable value, including with respect to the timeframe for retirement of such Green Attributes, if any, as the Green Attributes that would have been generated by the Facility during the Contract Year for which the Replacement Energy is being provided.

“Replacement Product” means (a) Replacement Energy, and (b) all Replacement Green Attributes.

EXHIBIT G
PROGRESS REPORTING FORM

For new facilities, within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a written Progress Report in the form specified below.

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any planned changes to the Facility or the site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar month, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that could potentially affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Any other documentation reasonably requested by Buyer.

EXHIBIT H

Negative Price Curtailment Protocol

Principal Concept:

Pursuant to Section 3.3 of the Agreement, the Parties establish this mutually agreeable written protocol for negative price curtailment (the “Protocol”). The Parties agree that there is value in developing a process to facilitate a negative pricing bid strategy Protocol to capture RECs. This Protocol may be revised under a subsequent written agreement among the Parties. Capitalized terms not defined in this Exhibit H have the meanings given to them in the Agreement.

Details:

- The Protocol will be in effect each Contract Year starting at Commercial Operations Date.
- Buyers will establish a negative price for the Economic Bid (“Floor Price”) and will communicate it to the Scheduling Coordinator and Seller representative no later than five (5) business days in advance of each month of the Contract Year. The initial Floor Price shall be deemed to be -\$10/MWh. Should Buyer fail to update the Floor Price, Seller shall use the last Floor Price communicated by Buyer. Buyer may not establish a Floor Price that is lower than the minimum floor price permitted in the CAISO Tariff.
- For each of the settlements contemplated in the three provisions below, the Parties will operate as follows:
 - For negative intervals within the Curtailment Cap in which Buyer elects to curtail deliveries, either through Notice or per this Protocol, Buyer shall pay Zero Dollars (\$0).
 - In each Settlement Period in which the Day Ahead Locational Marginal Price is between Zero Dollars (\$0) and the Floor Price, Buyer will notify Seller of any desired Buyer Curtailment Order. In the event there is no such notice of Buyer Curtailment Order, Seller will deliver energy from the Facility to the Point of Delivery and Buyer will pay for such energy pursuant to the Agreement.
 - In each Settlement Period in which the Day Ahead Locational Marginal Price is below the Floor Price, absent instruction from Buyer to the contrary, Seller shall deem such Settlement Period to be a Buyer Curtailment Order unless such period is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or Curtailment Order.
- The Parties may modify this curtailment protocol from time to time to ensure that the economic benefits and costs are consistent with the Parties’ expectations under this Agreement.

EXHIBIT I

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to the City of Moreno Valley (“**Buyer**”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*Seller*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Engineer hereby certifies and represents to Buyer the following:

- (1) The Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
- (2) Seller has installed equipment with a nameplate capacity of no less than ninety-five percent (95%) of the Guaranteed Capacity.
- (2) The Facility’s testing included a performance test demonstrating peak electrical output of no less than ninety-five percent (95%) of the Guaranteed Capacity at the Delivery Point, as adjusted for ambient conditions on the date of the Facility testing, and such peak electrical output, as adjusted, was [*peak output in MW*].
- (3) Authorization to parallel the Facility was obtained by the PTO, [Name of PTO as appropriate] on ___[DATE]__.
- (4) The PTO has provided documentation supporting full unrestricted release for Commercial Operation by [Name of PTO as appropriate] on _____[DATE]_____.
- (5) The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO tariff on _____[DATE]_____.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT I-2

FORM OF INSTALLED CAPACITY CERTIFICATE

This certification (“Certification”) of Installed Capacity is delivered by _____ [*licensed professional engineer*] (“Engineer”) to the City of Moreno Valley (“Buyer”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“Agreement”) by and between [*Seller*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

The performance test for the Facility demonstrated peak Facility output of __ MW AC at the Delivery Point, as adjusted for ambient conditions on the date of the performance test (“**Installed Capacity**”).

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification ("**Certification**") of the Construction Start Date is delivered by [SELLER ENTITY] ("**Seller**") to the City of Moreno Valley ("**Buyer**") in accordance with the terms of that certain Power Purchase Agreement dated _____ ("**Agreement**") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby notifies Buyer of the following:

1. the EPC Contract related to the Facility was executed on _____;
2. Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of the Construction Start is attached hereto;
3. the Construction Start Date occurred on _____ (the "**Construction Start Date**"); and
4. the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

(such description shall amend the description of the Site in Exhibit A).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT K
FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

DATE:

AMOUNT: USD [1,229,254.00]

EXPIRY DATE AND PLACE: [XXXXXX], 4:00 P.M. AT OUR COUNTER IN NEW YORK

BENEFICIARY:

CITY OF MORENO VALLEY
14331 FREDERICK STREET
MORENO VALLEY, CA 92553
ATTN: JEANNETTE OLKO

LADIES AND GENTLEMEN:

BY THE ORDER OF RE GREYSHARK LLC, 3000 OAK ROAD, SUITE 300, WALNUT CREEK, CA 94597 (THE "APPLICANT" ALSO KNOWN AS THE "SELLER"), WE, [X – BANK NAME AND ADDRESS - X], (THE "ISSUER") HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX] (THE "LETTER OF CREDIT") IN FAVOR OF CITY OF MORENO VALLEY (THE "BENEFICIARY"), 14331 FREDERICK STREET, MORENO VALLEY, CA 92553, FOR AN AMOUNT NOT TO EXCEED THE AGGREGATE SUM OF USD [1,229,254.00] (UNITED STATES DOLLARS ONE MILLION TWO HUNDRED TWENTY NINE THOUSAND TWO HUNDRED FIFTY FOUR AND 00/100), PURSUANT TO THAT CERTAIN POWER PURCHASE AGREEMENT DATED AS OF [XXXXXXX], 2020 (AND AS AMENDED, THE "AGREEMENT") BETWEEN THE SELLER (AS DEFINED IN THE AGREEMENT) AND THE BENEFICIARY. THIS LETTER OF CREDIT SHALL BECOME EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON [XXXXXXX].

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO YOU AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. YOUR DRAFT(S) DRAWN ON US AT SIGHT, MARKED "DRAWN UNDER STANDBY LETTER OF CREDIT NO. _____.", AND
2. YOUR DATED STATEMENT PURPORTEDLY SIGNED BY YOUR DULY AUTHORIZED REPRESENTATIVE, IN THE FORM ATTACHED HERETO AS EXHIBIT A, AND
3. THE ORIGINAL OF THIS LETTER OF CREDIT AND ITS AMENDMENT(S), IF ANY.

WE HEREBY AGREE WITH THE BENEFICIARY THAT DRAFT(S) AND DOCUMENT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT [X – BANK NAME AND ADDRESS - X] IN ONE LOT BY COURIER SERVICE. PAYMENT SHALL BE MADE BY US IN U.S. DOLLARS IN IMMEDIATELY AVAILABLE FUNDS.

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

[THE DOCUMENT(S) REQUIRED MAY ALSO BE PRESENTED BY FAX AT FACSIMILE NO. (XXX) XXX-XXXX ON OR BEFORE THE EXPIRY DATE (AS MAY BE EXTENDED BELOW) ON THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. IN THE EVENT OF A PRESENTATION MADE BY FACSIMILE TRANSMISSION, THE FACIMILE MUST BE FOLLOWED BY THE PHYSICAL ORIGINALS OR COPIES AND PAYMENT SHALL BE EFFECTED AGAINST PHYSICAL DOCUMENTS IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT. IF PRESENTATION IS MADE BY FACSIMILE TRANSMISSION, BENEFICIARY MAY CONTACT THE BANK AT (XXX) XXX-XXXX TO CONFIRM RECEIPT OF THE TRANSMISSION. BENEFICIARY'S FAILURE TO SEEK SUCH TELEPHONE CONFIRMATION DOES NOT AFFECT THE ISSUER'S OBLIGATION TO HONOR SUCH PRESENTATION RECEIVED BY IT.]2

PARTIAL DRAWS ARE PERMITTED UNDER THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A ONE YEAR PERIOD BEGINNING ON THE PRESENT EXPIRY DATE HEREOF AND UPON EACH ANNIVERSARY OF SUCH DATE, UNLESS AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO ANY SUCH EXPIRY DATE, WE NOTIFY YOU IN WRITING BY OVERNIGHT COURIER SERVICE (AT YOUR ABOVE ADDRESS OR AT THE ADDRESS YOU WILL CHANGE IN WRITING) THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT, IN WHICH CASE IT WILL EXPIRE ON THE DATE SPECIFIED IN SUCH NOTICE. IN ANY EVENT, THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE FINAL EXPIRY DATE, [XXXXX].

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT BETWEEN BENEFICIARY AND ISSUER RELATING TO THE OBLIGATIONS OF ISSUER HEREUNDER.

UNLESS EXPRESSLY STIPULATED, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP"). IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND ISSUER'S CONTROL (AS DEFINED IN ARTICLE 36 OF THE UCP) THAT INTERRUPTS ISSUER'S BUSINESS AND CAUSES THE PLACE FOR PRESENTATION OF THE LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY FOR PRESENTATION, THE EXPIRY DATE OF THE LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION REOPENS FOR BUSINESS.

WE COMPLY WITH INTERNATIONAL SANCTIONS REGULATIONS ISSUED BY THE UNITED NATIONS, UNITED KINGDOM, EUROPEAN UNION, AND UNITED STATES (AS WELL AS LOCAL LAWS AND REGULATIONS APPLICABLE TO US) ("SANCTIONS"). CONSEQUENTLY PAYMENT REQUESTS ISSUED BY OR SHOWING ANY INVOLVEMENT OF PARTIES UNDER SANCTIONS WILL NOT BE PROCESSED AND WITHOUT LIABILITY ON

2 Provided that Seller uses reasonable efforts to cause the issuing bank to include this provision allowing fax presentation, a Letter of Credit without such provision and that is otherwise substantially similar to the form provided in this Exhibit K, shall be deemed to be substantially similar to the form provided in this Exhibit K.

OUR PART.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF TRADE FINANCE TEAM, REFERRING SPECIFICALLY TO ISSUER'S LETTER OF CREDIT NO. _____.

[INSERT OFFICER NAME]

[INSERT OFFICER TITLE]

Attachment: RE Greyshawk_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

(DRAWING CERTIFICATE SHOULD BE ON BENEFICIARY'S LETTERHEAD)

EXHIBIT A

DRAWING CERTIFICATE

[X – BANK NAME AND ADDRESS - X]

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF CITY OF MORENO VALLEY, 14331 FREDERICK STREET, MORENO VALLEY, CA 92553, AS BENEFICIARY (THE "BENEFICIARY") OF THE IRREVOCABLE LETTER OF CREDIT NO. _____ (THE "LETTER OF CREDIT") ISSUED BY [X – BANK NAME AND ADDRESS - X], (THE "ISSUER") BY ORDER OF RE GREYSHARK LLC (THE "APPLICANT" ALSO KNOWN AS THE "SELLER"), HEREBY CERTIFIES TO THE BANK AS FOLLOWS:

1. SELLER AND BENEFICIARY ARE PARTY TO THAT CERTAIN POWER PURCHASE AGREEMENT DATED AS OF [XXXXXX] (THE "AGREEMENT").
2. BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF U.S. \$_____ BECAUSE A SELLER EVENT OF DEFAULT (AS SUCH TERM IS DEFINED IN THE AGREEMENT) HAS OCCURRED.
3. THE UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF BENEFICIARY AND IS AUTHORIZED TO EXECUTE AND DELIVER THIS DRAWING CERTIFICATE ON BEHALF OF BENEFICIARY.

YOU ARE HEREBY DIRECTED TO MAKE PAYMENT OF THE REQUESTED AMOUNT TO BENEFICIARY BY WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:

[SPECIFY ACCOUNT INFORMATION]

FOR AND ON BEHALF OF CITY OF MORENO VALLEY

SIGNED BY: _____

NAME: _____

TITLE: _____

Attachment: RE Greysark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

EXHIBIT L**CURTAILMENT OPERATIONAL CHARACTERISTICS**

Operational characteristics of the Facility for Buyer Bid Curtailment and Buyer Curtailment Orders:

- Advance notification required for a Buyer Bid Curtailment or Buyer Curtailment Order: 30 minutes prior to the beginning of the applicable Buyer Curtailment Period, unless the curtailment is effectuated through CAISO Automated Dispatch System (ADS), in which case the advanced notification required will match that provided by the CAISO ADS.
- Minimum Buyer Curtailment Period: 30 minutes (i.e., six (6) consecutive Settlement Intervals).
- Maximum ramp rate for Buyer Curtailment Periods: ten percent (10%) of the Installed Capacity per minute (i.e., the 100 MWac Facility can ramp 10 MW/minute or to full capacity in 10 minutes); provided if the CAISO Master File for the Facility reflects, or CAISO otherwise requires, a more rapid ramp rate, the rate in the CAISO Master File or required by CAISO shall apply.

EXHIBIT M

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to the City of Moreno Valley, a California municipal corporation and general law city (“**Buyer**”) in accordance with the terms of that certain Agreement dated _____ by and between the Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

Attachment: RE Greyspark_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

Attachment: RE Greyshawk_City of Moreno Valley_PPA_RE 04162020 (3689 : APPROVAL OF POWER PURCHASE AGREEMENT)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED MARCH 31, 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended March 31, 2020, in compliance with the City's Investment Policy.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2020. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. In keeping with best practices the City has implemented an Investment Policy, which was last reviewed by the City Council on April 7, 2020. The policy is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2020. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

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

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

	Portfolio, Balance	Avg. Yield to Maturity Trends		
		Mar 2020	Feb 2020	Mar 2019
Investments	\$159,105,226	2.06%	2.09%	2.21%
LAIF	\$62,570,054	1.787%	1.912%	2.445%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are not included in the report since these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

This report was scheduled for review by the Finance Subcommittee at their meeting on April 28, 2020.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for March 31, 2020. **Staff recommends this alternative as it accomplishes timely investment reporting.**
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction. **Staff does not recommend this alternative as it will not accomplish timely investment reporting.**

FISCAL IMPACT

The slope of the Treasury yield curve steepened in March, though rates across the curve declined meaningfully. At March month-end, the yield on 10-year Treasuries was down 48 basis points to 0.67% while the yield on 2-year Treasuries was down 66 basis points to 0.25%. The yield on 3-month T-bills declined 121 basis points in March. The movement in yields has been driven by fears about the coronavirus and its potential impact on global economic growth and inflation expectations, as well as the cumulative 150 basis point cut to the fed funds target rate in March. For additional information regarding the bond market please see the attached Bond Market Review provided by Chandler Asset Management.

NOTIFICATION

Publication of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Marshall Eyerman
Assistant City Manager/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

ATTACHMENTS

1. 2020-03 Investment Report
2. CAM-Newsletter-April-2020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	4/28/20 5:56 PM
City Attorney Approval	<u>✓ Approved</u>	4/30/20 9:42 AM
City Manager Approval	<u>✓ Approved</u>	4/30/20 9:49 AM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
March 2020

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	3,687,757	3,687,757	3,687,757			
State of California LAIF Pool	62,570,054	63,038,142	62,570,054	0.63	1.79%	
Investments	160,377,569	164,857,798	159,105,226	2.85	2.06%	2.56
Total General Portfolio	226,635,380	231,583,697	225,363,037			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	10,128,082
Principal & Interest Accounts	1,783,278
Debt Service Reserve Funds	2,116,286
Custody Accounts	227,307
Arbitrage Rebate Accounts	10,399
Other Accounts	2,911
Total Bond Proceeds	14,268,263

Total Investment Portfolio 245,851,960

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

/S/ Marshall Eyerman
 City Treasurer

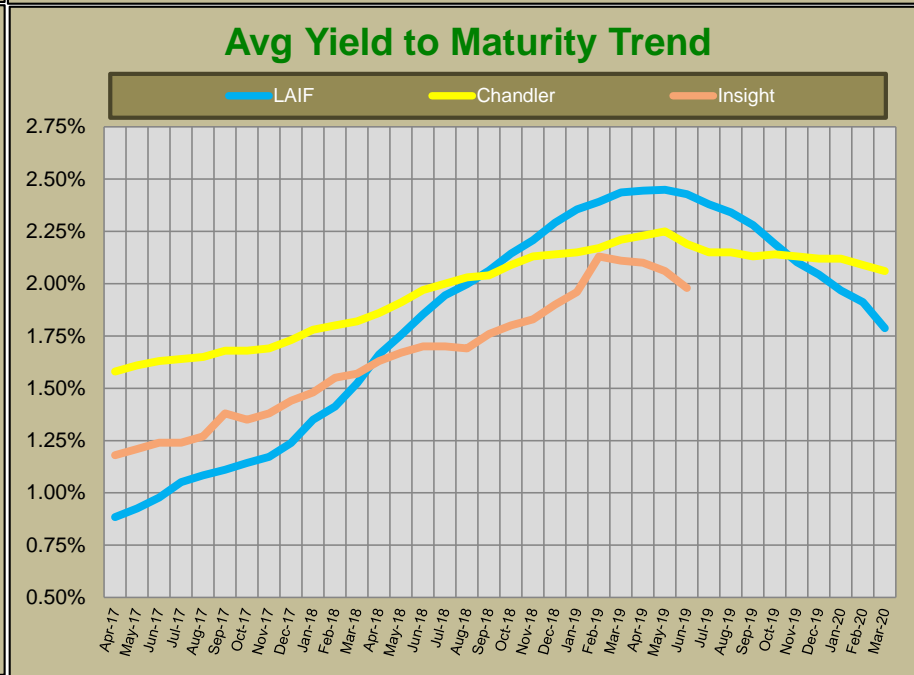
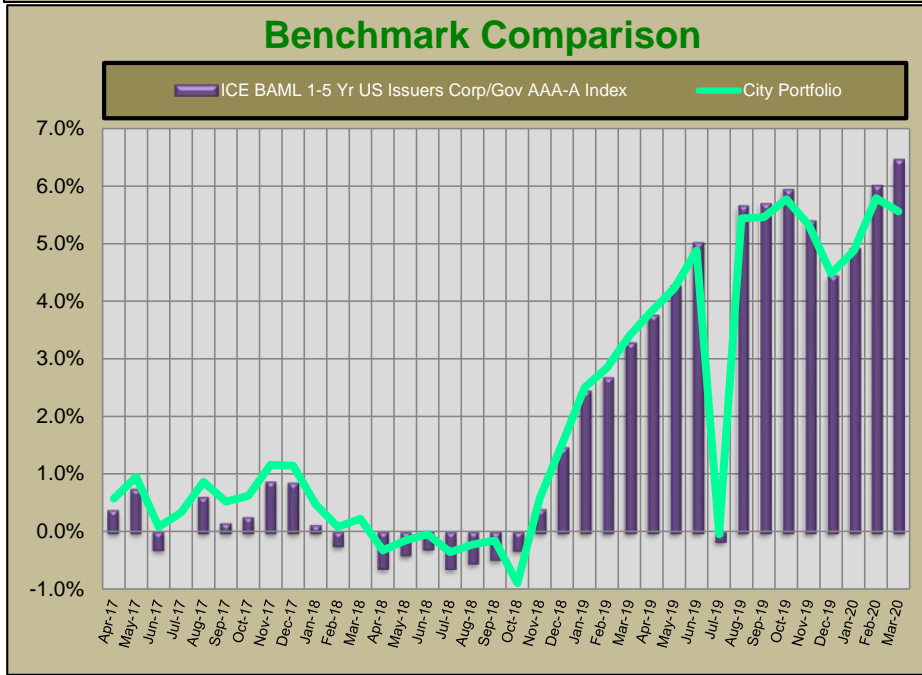
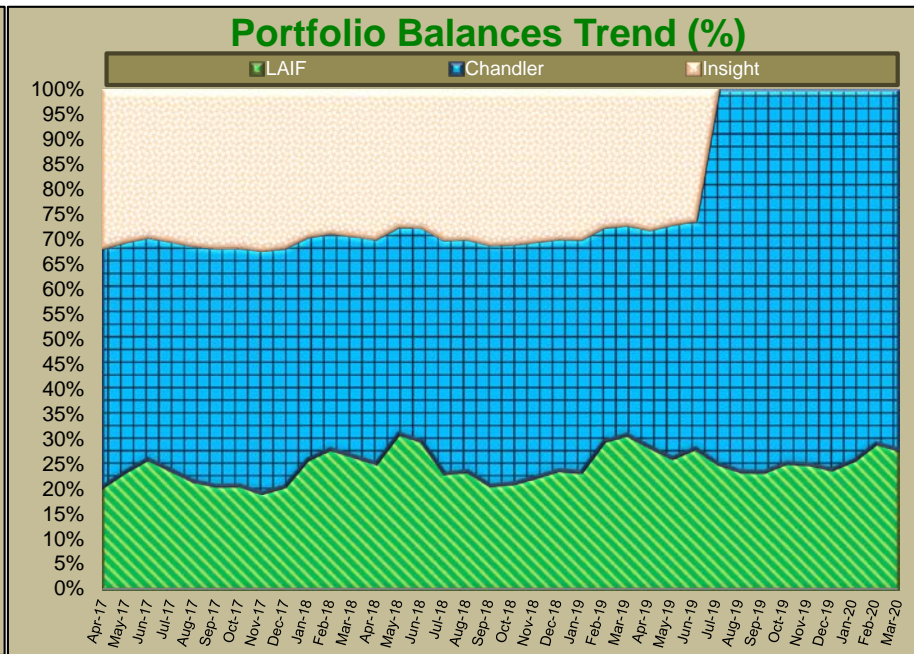
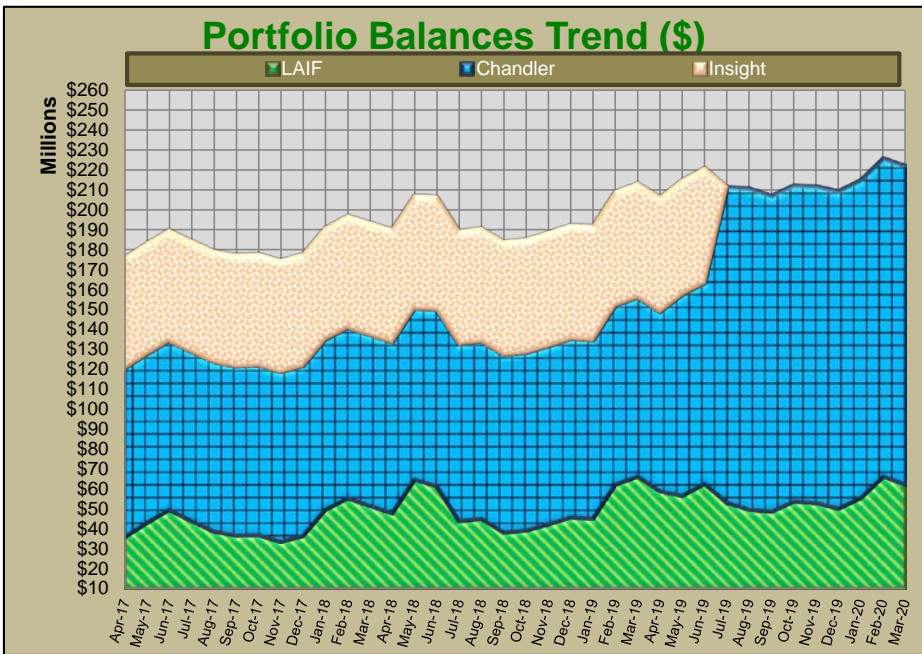
Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Insight			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Weighted Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Gov(5)
Apr-17	176,886,824		36,353,121	0.884%	84,254,557	1.58%	0.57%	0.38%	55,069,278	1.18%	0.38%	0.35%
May-17	184,129,362		43,453,119	0.925%	84,366,558	1.61%	0.95%	0.75%	55,139,856	1.21%	0.52%	0.57%
Jun-17	191,761,138		49,953,121	0.978%	84,433,672	1.63%	0.08%	-0.30%	55,188,911	1.24%	0.54%	0.83%
Jul-17	186,724,734		44,548,019	1.051%	84,553,984	1.64%	0.33%	0.00%	55,200,136	1.24%	0.74%	0.89%
Aug-17	180,293,288		39,248,019	1.084%	84,648,884	1.65%	0.86%	0.61%	55,293,843	1.27%	0.79%	0.95%
Sep-17	180,597,317		37,148,019	1.111%	84,681,990	1.68%	0.52%	0.15%	55,327,685	1.38%	0.90%	1.00%
Oct-17	179,411,035		37,462,434	1.143%	84,785,780	1.68%	0.62%	0.26%	55,413,748	1.35%	1.01%	1.06%
Nov-17	175,469,499		34,062,434	1.172%	84,916,378	1.69%	1.16%	0.88%	55,471,666	1.38%	1.12%	1.13%
Dec-17	179,112,928		36,962,434	1.239%	85,008,412	1.73%	1.14%	0.86%	55,541,162	1.44%	0.82%	0.42%
Jan-18	192,795,926		49,974,332	1.350%	85,144,970	1.78%	0.47%	0.12%	55,563,293	1.48%	-0.13%	0.93%
Feb-18	202,940,569		55,774,331	1.412%	85,263,827	1.80%	0.08%	-0.23%	55,682,887	1.55%	-0.19%	-0.13%
Mar-18	195,416,305		52,074,331	1.524%	85,446,356	1.82%	0.22%	0.00%	55,785,899	1.57%	-0.01%	0.03%
Apr-18	191,668,439		48,358,005	1.661%	85,541,787	1.86%	-0.33%	-0.62%	55,920,551	1.63%	0.00%	0.00%
May-18	210,976,889		65,058,005	1.755%	85,714,498	1.91%	-0.16%	-0.39%	55,998,203	1.67%	0.65%	1.65%
Jun-18	207,635,739		61,758,005	1.854%	88,337,665	1.97%	-0.05%	-0.28%	56,077,829	1.70%	0.36%	0.08%
Jul-18	190,571,998		44,418,902	1.944%	88,543,794	2.00%	-0.36%	-0.63%	56,116,437	1.70%	-0.14%	0.50%
Aug-18	191,837,452		45,518,902	1.998%	88,654,200	2.03%	-0.23%	-0.53%	56,196,487	1.69%	0.76%	-0.01%
Sep-18	187,805,745		38,718,902	2.063%	88,810,836	2.04%	-0.16%	-0.47%	56,303,716	1.76%	0.83%	0.04%
Oct-18	188,925,543		39,668,140	2.144%	88,887,254	2.09%	-0.90%	-0.31%	56,473,609	1.80%	0.97%	0.25%
Nov-18	192,152,043		42,768,140	2.208%	89,084,357	2.13%	0.57%	0.40%	56,568,013	1.83%	1.52%	2.25%
Dec-18	197,462,474		46,268,140	2.291%	89,215,211	2.14%	1.52%	1.47%	56,671,250	1.90%	1.68%	2.33%
Jan-19	195,050,449		45,553,390	2.355%	89,373,064	2.15%	2.50%	2.45%	56,704,121	1.96%	0.31%	2.40%
Feb-19	211,740,422		62,553,390	2.392%	89,552,434	2.17%	2.84%	2.68%	56,761,069	2.13%	0.29%	2.44%
Mar-19	216,770,725		66,553,390	2.436%	89,668,393	2.21%	3.40%	3.28%	56,827,466	2.11%	0.47%	2.72%
Apr-19	206,696,569		59,210,262	2.445%	89,757,226	2.23%	3.83%	3.76%	56,986,412	2.10%	1.12%	3.08%
May-19	217,014,248		56,910,262	2.449%	100,691,487	2.25%	4.22%	4.27%	57,041,732	2.06%	1.51%	2.52%
Jun-19	225,003,102		62,910,263	2.428%	100,533,542	2.19%	4.88%	5.01%	57,126,387	1.98%	1.85%	2.57%
Jul-19	215,879,596	2.16%	53,598,980	2.379%	157,563,906	2.15%	-0.05%	-0.15%				
Aug-19	209,798,005	2.17%	50,148,980	2.341%	160,310,760	2.15%	5.44%	5.65%				
Sep-19	211,426,202	2.14%	49,048,980	2.280%	157,687,693	2.13%	5.46%	5.69%				
Oct-19	214,964,798	2.12%	54,181,584	2.190%	157,861,930	2.14%	5.77%	5.93%				
Nov-19	214,680,646	2.08%	53,481,584	2.103%	158,054,077	2.13%	5.33%	5.39%				
Dec-19	212,612,925	2.06%	50,681,584	2.043%	158,388,112	2.12%	4.48%	4.44%				
Jan-20	229,167,101	1.94%	55,970,504	1.967%	158,699,920	2.12%	4.87%	4.91%				
Feb-20	230,049,439	1.99%	66,570,054	1.912%	158,969,268	2.09%	5.79%	6.00%				
Mar-20	225,363,037	1.94%	62,570,054	1.787%	159,105,226	2.06%	5.56%	6.45%				

- Notes:
- (1) Total General Portfolio includes all assets that comprise the City's Investment Portfolio which is LAIF as well as assets managed by Chandler Asset Management.
 - (2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security
 - (3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital gain. This measure of return recognizes the changes in market values of a security or portfolio of securities.
 - (4) The Rate of Return for the investment portfolio reflects the performance of the portfolio during the past twelve months.
 - (5) The portfolio benchmark is the ICE Bank of America-Merrill Lynch 1 to 5 year Government Index

PORTFOLIO PERFORMANCE - 36 MONTH TREND



PORTFOLIO CHARACTERISTICS

The portfolio invested in LAIF represents the City's immediate cash liquidity needs and is managed by City staff in a manner to fund the day to day operations of the City.
 The portfolio managed by Chandler is comprised of idle cash balances related to funds that generally expect to expend cash within the next 12 to 60 months.

FUNDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Value Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio	
Wells Fargo CFD # 5											
Series B Revenue	22333500	cash	cash	03/31/20	04/01/20	0	0.00%	0.00%	1.000	0.000%	
Series B Revenue	22333500	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
Series A Principal	22333501	Money Market	WF Government Fund	03/31/20	04/01/20	729	1.47%	2.29%	1.000	0.005%	
Series A reserve	22333502	Money Market	WF Government Fund	03/31/20	04/01/20	259	1.47%	2.29%	1.000	0.002%	
Series B reserve	22333503	Money Market	WF Government Fund	03/31/20	04/01/20	546,000	1.47%	2.29%	1.000	3.827%	
Series A interest	22333503	cash	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
Series B admin fund	22333504	Money Market	WF Government Fund	03/31/20	04/01/20	5	1.47%	2.29%	1.000	0.000%	
Series B interest	22333504	cash	cash	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%	
Series B interest	22333505	Money Market	WF Govt Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%	
Series A Revenue	22333505	cash	cash	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%	
Series B interest	22333506	Money Market	WF Govt Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%	
Series A Revenue	22333506	cash	cash	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%	
Series B interest	22333507	Money Market	WF Govt Fund	03/31/20	04/01/20	86,548	1.47%	1.47%	1.000	0.607%	
Series A Revenue	22333507	cash	cash	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%	
Series B interest	22333508	Money Market	WF Govt Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%	
Series A Revenue	22333508	cash	cash	03/31/20	04/01/20	0	4.24%	4.24%	1.000	0.000%	
						633,541					
Wells Fargo Community Facilities District 87-1 (A-1)											
Special tax funds	22631800	cash	cash	03/31/20	04/01/20	0	0.00%	0.01%	1.000	0.000%	
special tax funds	22631800	Money Market	WF Government Fund	03/31/20	04/01/20	773,523	1.47%	2.29%	1.000	5.421%	
reserve fund	22631804	Money Market	WF Government Fund	03/31/20	04/01/20	1,033,739	1.47%	2.29%	1.000	7.245%	
admin exp acct	22631805	Money Market	WF Government Fund	03/31/20	04/01/20	22	1.47%	2.29%	1.000	0.000%	
cost of issuance	22631806	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
debt service acct	22631809	Money Market	WF Government Fund	03/31/20	04/01/20	68	1.47%	2.29%	1.000	0.000%	
debt service acct	22631809	US Treasury Note	US Treasury	03/31/20	05/31/19	0	1.25%	1.25%	1.000	0.000%	
surplus acct	22631810	Money Market	WF Government Fund	03/31/20	04/01/20	521,378	1.47%	1.47%	1.000	3.654%	
special tax funds	22631900	Money Market	WF Government Fund	03/31/20	04/01/20	155,050	1.47%	2.29%	1.000	1.087%	
interest acct	22631901	Money Market	WF Government Fund	03/31/20	04/01/20	33,796	1.47%	2.29%	1.000	0.237%	
principal fund	22631902	Money Market	WF Government Fund	03/31/20	04/01/20	102	1.47%	2.29%	1.000	0.001%	
reserve fund	22631904	Money Market	WF Government Fund	03/31/20	04/01/20	365,351	1.47%	2.29%	1.000	2.561%	
admin exp acct	22631905	Money Market	WF Government Fund	03/31/20	04/01/20	2,821	1.47%	2.29%	1.000	0.020%	
cost of issuance	22631906	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
surplus acct	22631907	Money Market	WF Government Fund	03/31/20	04/01/20	10,399	1.47%	2.29%	1.000	0.073%	
						2,896,249					
Wells Fargo 2013 Total Road Improvement COPs											
revenue fund	46612400	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
interest fund	46612401	Money Market	WF Government Fund	03/31/20	04/01/20	265	1.47%	2.29%	1.000	0.002%	
principal fund	46612402	Money Market	WF Government Fund	03/31/20	04/01/20	642	1.47%	2.29%	1.000	0.004%	
reserve fund	46612403	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
admin fund	46612404	Money Market	WF Government Fund	03/31/20	04/01/20	805	1.47%	2.29%	1.000	0.006%	
surplus fund	46612405	Money Market	WF Government Fund	03/31/20	04/01/20	58	1.47%	2.29%	1.000	0.000%	
acquisition fund	46612407	Money Market	WF Advantage	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%	
						1,770					
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds											
revenue fund	48360700	Money Market	WF Government Fund	03/31/20	04/01/20	506	1.47%	2.29%	1.000	0.004%	
interest fund	48360701	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
principal fund	48360702	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%	
cost of issuance	48360705	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%	
						506					

Account Name	Account Number	Investment	Issuer	Value Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio		
Wells Fargo 2017 Refunding of the 2007 RDA TABs												
income fund	49150300	49150300	49150300Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	197,671	1.47%	2.29%	1.000	1.385%
interest fund	49150301	49150301	49150301Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	49150304	49150304	49150304Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
expense acct	49150305	49150305	49150305Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
cost of issuance	49150307	49150307	49150307Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
bond proceeds	49150308	49150308	49150308Money Market	Money Market	WF Government Fund	03/31/20	01/01/17	0	1.47%	0.01%	1.000	0.000%
						197,671						
Wells Fargo Community Facilities District 7 Improvement Area 1												
special tax fund	77025300	77025300	77025300Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	226,611	1.47%	2.29%	1.000	1.588%
bond fund	77025301	77025301	77025301Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	1,494	1.47%	2.29%	1.000	0.010%
reserve fund	77025302	77025302	77025302Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	170,561	1.47%	2.29%	1.000	1.195%
cost of issuance	77025303	77025303	77025303Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
improvement fund	77025304	77025304	77025304Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
admin exp acct	77025305	77025305	77025305Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	5	1.47%	2.29%	1.000	0.000%
						398,671						
Wells Fargo 2016 Taxable Refunding Lease Revenue Bonds (Electric Utility)												
revenue fund	84457012	84457012	84457012Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	78	1.47%	2.29%	1.000	0.001%
interest fund	84457013	84457013	84457013Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
principal fund	84457014	84457014	84457014Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	84457015	84457015	84457015Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
						78						
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds												
revenue fund	83478300	83478300	83478300Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	80	1.47%	2.29%	1.000	0.001%
interest fund	83478301	83478301	83478301Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	104	1.47%	2.29%	1.000	0.001%
principal fund	83478302	83478302	83478302Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
redemption fund	83478303	83478303	83478303Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%
						184						
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)												
revenue fund	84457000	84457000	84457000Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	143	1.47%	2.29%	1.000	0.001%
interest fund	84457001	84457001	84457001Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
principal fund	84457002	84457002	84457002Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	84457005	84457005	84457005Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
construction fund	84457006	84457006	84457006Government Pool	Government Pool	Local Agency Investment	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%
construction fund	84457006	84457006	84457006Government Pool	Government Pool	Local Agency Investment	03/31/20	04/01/20	0	0.01%	0.01%	1.000	0.000%
cost of issuance	84467007	84467007	84467007Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	1.47%	1.000	0.000%
						143						
Wilmington Trust 2018 Streetlight Financing												
construction fund	130808	130808	130808cash	cash	cash	03/31/20	04/01/20	0	0.00%	0.00%	1.000	0.000%
construction fund	130808	130808	130808Money Market	Money Market	Federated Gov Obl Fund	03/31/20	04/01/20	861,488	2.07%	2.07%	1.000	6.038%
						861,488						
Wells Fargo 2019 Taxable Lease Revenue Bonds (Electric Utility)												
revenue fund	83056100	83056100	83056100Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	110	1.47%	2.29%	1.000	0.001%
construction fund	83056103	83056103	83056103Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	9,266,594	1.47%	2.29%	1.000	64.945%
cost of issuance	83056106	83056106	83056106Money Market	Money Market	WF Government Fund	03/31/20	04/01/20	0	1.47%	2.29%	1.000	0.000%
						9,266,704						
						14,257,005						

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 10,128,082
2	Principal & Interest Accounts 1,783,278

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -



City of Moreno Valley

MONTHLY ACCOUNT STATEMENT

MARCH 1, 2020 THROUGH MARCH 31, 2020

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.56
Average Coupon	2.29%
Average Purchase YTM	2.06%
Average Market YTM	0.98%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.85 yrs
Average Life	2.68 yrs

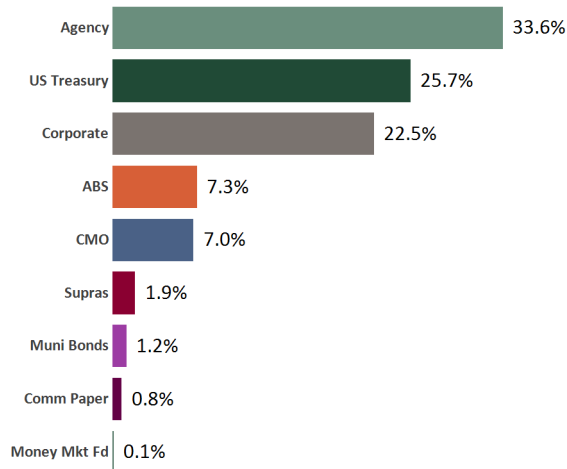
ACCOUNT SUMMARY

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	163,865,265	164,857,798
Accrued Interest	782,100	725,564
Total Market Value	164,647,365	165,583,361
Income Earned	294,492	283,090
Cont/WD		0
Par	158,969,268	159,105,226
Book Value	160,012,569	160,358,471
Cost Value	160,016,531	160,377,569

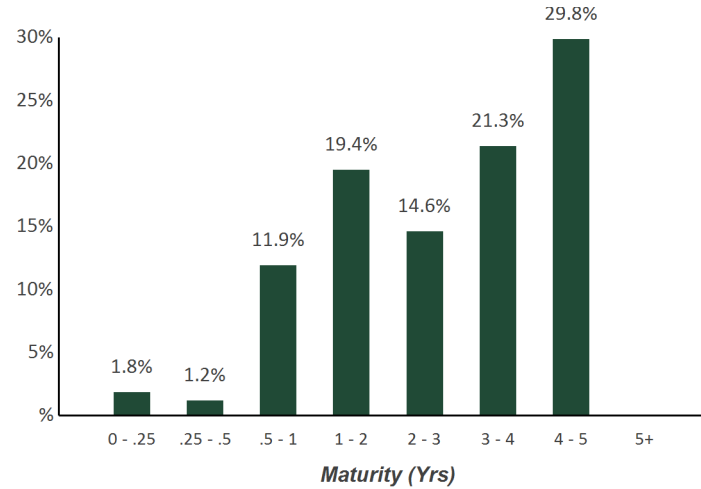
TOP ISSUERS

Government of United States	25.7%
Federal Home Loan Bank	12.8%
Federal National Mortgage Assoc	12.7%
Federal Home Loan Mortgage Corp	12.7%
John Deere ABS	2.5%
Federal Farm Credit Bank	2.3%
Toyota Motor Corp	1.7%
Inter-American Dev Bank	1.6%
Total	71.9%

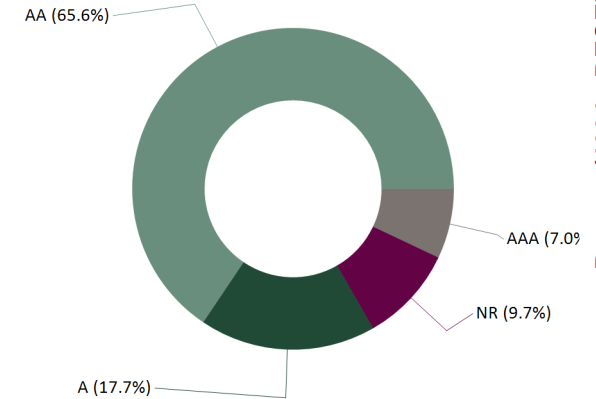
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/20
City of Moreno Valley	0.57%	2.48%	2.48%	5.56%	4.48%	3.04%	2.23%	N/A	2.07
ICE BAML 1-5 Year US Treasury/Agency Index	1.69%	3.75%	3.75%	6.80%	4.95%	3.25%	2.25%	N/A	1.91
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	1.28%	3.29%	3.29%	6.45%	4.85%	3.21%	2.27%	N/A	2.03

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -



Statement of Compliance

As of March 31, 2020

City of Moreno Valley

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

Category	Standard	Comment
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranational Securities	"AA" rated by a NRSRO; 30% maximum; 5% max per issuer; Issued by IBRD, IFC or IADB only	Complies
Municipal Securities (Local Agency/State-CA and others)	No Limitation	Complies
Banker's Acceptances	40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1/P-1/F-1" minimum ratings; "A" rated issuer or higher, if long term debt; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Negotiable Certificates of Deposit	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Money Market Mutual Funds and Mutual Funds	AAA/Aaa or Highest rating by two NRSROs; 20% maximum	Complies
Collateralized Certificates of Deposit (CD)/Time Deposit (TD)	5% max per issuer	Complies
FDIC Insured Certificates of Deposit (CD)/Time Deposit (TD)	5% max per issuer	Complies
Asset-Backed (ABS), Mortgage Backed (MBS) and Collateralized Mortgage Obligations (CMO)	"AA" rated or better by a NRSRO; "A" rated issuer; 20% maximum (combined MBS/ABS/CMO); 5% max per issuer	Complies
Repurchase Agreements	1 year max maturity	Complies
Local Agency Investment Fund (LAIF)	Maximum program limitation; Not used by investment adviser	Complies
County Pooled Investment Funds; Joint Powers Authority Pool	Not used by investment adviser	Complies
Prohibited Securities	Reverse repurchase agreements; Futures or Option contracts; Securities lending; Zero interest accrual securities; Derivatives including but not limited to: Inverse floaters, Interest only strips from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, interest rate futures, foreign currency futures contracts, option based derivatives, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.	Complies
Max Per Issuer	5% of portfolio per issuer, except US Government, its agencies and instrumentalities	Complies
Maximum maturity	5 years	Complies
Weighted Average Maturity	3 years	Complies

Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	307,412.96	04/27/2018 2.62%	302,633.66 305,420.26	99.76 2.50%	306,664.59 229.54	0.19% 1,244.33	Aaa / AAA NR	1.3 0.3
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	46,309.68	07/11/2017 1.83%	46,306.28 46,308.45	99.63 3.56%	46,140.19 37.46	0.03% (168.26)	Aaa / NR AAA	1.5 0.2
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	170,695.84	02/21/2018 2.68%	170,683.56 170,689.77	99.27 0.41%	169,448.99 201.80	0.10% (1,240.78)	Aaa / NR AAA	2.0 0.4
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	740,222.23	08/21/2018 2.98%	740,120.67 740,161.29	100.92 1.70%	747,032.23 606.57	0.45% 6,870.94	Aaa / NR AAA	2.3 0.7
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	2,100,000.00	07/25/2019 1.48%	2,122,230.47 2,117,430.71	100.94 1.57%	2,119,733.70 2,762.67	1.28% 2,302.99	Aaa / AAA NR	2.4 0.6
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	875,000.00	07/18/2018 3.10%	874,933.68 874,959.63	100.62 2.16%	880,454.75 1,197.78	0.53% 5,495.12	Aaa / NR AAA	2.6 0.6
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	570,000.00	01/21/2020 1.87%	569,924.87 569,929.37	100.07 1.81%	570,371.07 466.13	0.34% 441.70	Aaa / AAA NR	2.7 1.7
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	1,000,000.00	09/16/2019 1.40%	1,013,906.25 1,011,766.83	101.57 1.41%	1,015,719.00 1,360.00	0.61% 3,952.17	Aaa / AAA NR	2.9 0.9
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	1,500,000.00	08/27/2019 1.87%	1,531,230.47 1,526,473.22	101.78 1.52%	1,526,715.00 1,940.00	0.92% 241.78	Aaa / NR AAA	3.3 1.2
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	1,150,000.00	08/20/2019 1.79%	1,149,990.46 1,149,992.33	100.53 1.50%	1,156,073.15 909.78	0.70% 6,080.82	Aaa / AAA NR	3.3 1.8
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	590,000.00	07/16/2019 2.23%	589,874.74 589,894.41	100.82 1.74%	594,821.48 579.51	0.36% 4,927.07	Aaa / NR AAA	3.7 1.6
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	785,000.00	10/01/2019 1.95%	784,939.48 784,945.90	100.25 1.82%	786,962.50 465.33	0.48% 2,016.60	NR / AAA AAA	4.0 1.9
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	1,230,000.00	10/16/2019 1.94%	1,229,935.06 1,229,941.11	100.99 1.49%	1,242,127.80 1,055.07	0.75% 12,186.69	Aaa / AAA NR	4.2 2.1

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Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	865,000.00	03/04/2020 1.11%	864,947.15 864,947.84	98.17 1.87%	849,153.20 528.61	0.51% (15,794.64)	Aaa / NR AAA	4.3 2.3
Total ABS		11,929,640.71	1.92%	11,991,656.80 11,982,861.12	1.66%	12,011,417.65 12,340.25	7.26% 28,556.53	Aaa / AAA AAA	3.1 1.3
AGENCY									
3130AB6A9	FHLB Note 1.65% Due 7/20/2020	1,000,000.00	05/10/2017 1.65%	999,910.00 999,991.50	100.42 0.26%	1,004,203.00 3,254.17	0.61% 4,211.50	Aaa / AA+ NR	0.3 0.3
3133EDWV0	FFCB Note 2.14% Due 10/6/2020	1,860,000.00	01/10/2018 2.12%	1,860,855.60 1,860,161.18	100.98 0.24%	1,878,153.60 19,349.17	1.15% 17,992.42	Aaa / AA+ AAA	0.5 0.5
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	400,000.00	11/21/2017 1.96%	398,963.53 399,781.50	101.04 0.21%	404,168.40 2,791.67	0.25% 4,386.90	Aaa / AA+ AAA	0.6 0.6
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90%	1,618,815.00 1,645,813.28	100.67 0.49%	1,661,117.70 8,318.75	1.01% 15,304.42	Aaa / AA+ AAA	0.6 0.6
3133EG2L8	FFCB Note 1.92% Due 12/28/2020	1,880,000.00	12/18/2017 2.03%	1,873,777.20 1,878,472.48	101.24 0.25%	1,903,234.92 9,324.80	1.16% 24,762.44	Aaa / AA+ AAA	0.7 0.7
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,410,000.00	02/17/2016 1.46%	1,404,303.60 1,408,992.92	100.90 0.35%	1,422,749.22 2,315.73	0.86% 13,756.30	Aaa / AA+ AAA	0.8 0.8
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,675,000.00	Various 1.47%	1,667,519.85 1,673,600.59	100.95 0.32%	1,690,915.85 2,239.15	1.02% 17,315.26	Aaa / AA+ AAA	0.9 0.9
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18%	1,680,695.00 1,676,286.28	100.80 0.52%	1,688,388.28 8,433.16	1.02% 12,102.00	Aaa / AA+ AAA	1.1 1.0
313379RB7	FHLB Note 1.875% Due 6/11/2021	1,000,000.00	08/30/2017 1.67%	1,007,540.00 1,002,382.20	101.81 0.35%	1,018,125.00 5,729.17	0.62% 15,742.80	Aaa / AA+ AAA	1.2 1.1
313373ZY1	FHLB Note 3.625% Due 6/11/2021	2,000,000.00	02/11/2019 2.51%	2,049,900.00 2,025,595.76	103.93 0.32%	2,078,690.00 22,152.78	1.27% 53,094.24	Aaa / AA+ NR	1.2 1.1
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33%	1,089,836.00 1,097,263.54	101.01 0.34%	1,111,130.90 2,646.88	0.67% 13,867.36	Aaa / AA+ AAA	1.2 1.2
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32%	1,610,283.75 1,620,928.90	101.03 0.37%	1,641,695.25 2,488.29	0.99% 20,766.35	Aaa / AA+ AAA	1.3 1.3

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	1,740,000.00	Various 1.76%	1,710,142.50 1,730,418.78	101.45 0.41%	1,765,310.04 11,563.75	1.07% 34,891.26	Aaa / AA+ AAA	1.5 1.4
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,400,000.00	11/29/2018 2.91%	1,403,528.00 1,401,883.62	104.01 0.37%	1,456,121.80 19,716.67	0.89% 54,238.18	Aaa / AA+ NR	1.5 1.4
3135G0S38	FNMA Note 2% Due 1/5/2022	1,700,000.00	04/25/2017 1.92%	1,706,205.00 1,702,331.40	102.87 0.37%	1,748,710.10 8,122.22	1.06% 46,378.70	Aaa / AA+ AAA	1.7 1.7
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	450,000.00	01/27/2017 2.03%	457,185.15 452,589.67	103.51 0.40%	465,779.25 2,315.63	0.28% 13,189.58	Aaa / AA+ AAA	1.7 1.7
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,725,000.00	06/19/2017 1.88%	1,724,739.53 1,724,890.75	102.98 0.39%	1,776,403.28 15,812.50	1.08% 51,512.53	Aaa / AA+ AAA	2.0 1.9
3135G0T78	FNMA Note 2% Due 10/5/2022	900,000.00	12/12/2017 2.25%	889,749.00 894,649.88	103.61 0.55%	932,506.20 8,800.00	0.57% 37,856.32	Aaa / AA+ AAA	2.5 2.4
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,850,000.00	04/11/2018 2.71%	1,822,731.00 1,833,995.30	105.39 0.44%	1,949,711.30 8,787.50	1.18% 115,716.00	Aaa / AA+ AAA	2.8 2.7
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	3,000,000.00	Various 2.39%	3,038,014.00 3,032,559.49	107.13 0.51%	3,213,954.00 23,375.00	1.96% 181,394.51	Aaa / AA+ AAA	3.2 3.0
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,700,000.00	01/16/2019 2.73%	1,749,623.00 1,737,397.85	111.14 0.33%	1,889,437.80 18,009.38	1.15% 152,039.95	Aaa / AA+ AAA	3.6 3.4
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,400,000.00	04/29/2019 2.37%	1,400,098.00 1,400,079.38	107.03 0.57%	1,498,361.20 2,124.31	0.91% 98,281.82	Aaa / AA+ NR	3.9 3.7
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	3,000,000.00	Various 1.94%	3,131,160.00 3,111,387.17	110.47 0.36%	3,314,007.00 25,635.41	2.02% 202,619.83	Aaa / AA+ NR	4.2 3.9
3135G0V75	FNMA Note 1.75% Due 7/2/2024	3,000,000.00	07/16/2019 1.96%	2,969,790.00 2,974,108.10	104.59 0.65%	3,137,823.00 12,979.17	1.90% 163,714.90	Aaa / AA+ AAA	4.2 4.0
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	3,000,000.00	09/13/2019 1.79%	3,155,070.00 3,138,236.74	109.91 0.61%	3,297,264.00 4,312.50	1.99% 159,027.26	Aaa / AA+ AAA	4.4 4.2
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,180,000.00	10/17/2019 1.66%	1,177,982.20 1,178,165.84	104.68 0.58%	1,235,272.38 8,682.01	0.75% 57,106.54	Aaa / AA+ AAA	4.5 4.3
3135G0X24	FNMA Note 1.625% Due 1/7/2025	3,210,000.00	Various 1.18%	3,276,100.10 3,275,244.81	104.97 0.57%	3,369,511.32 11,736.56	2.04% 94,266.51	Aaa / AA+ AAA	4.7 4.5
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	3,590,000.00	02/13/2020 1.52%	3,587,235.70 3,587,306.89	104.35 0.59%	3,746,114.74 7,030.42	2.27% 158,807.85	Aaa / AA+ AAA	4.8 4.6

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A4CH3	FHLB Note 2.375% Due 3/14/2025	2,750,000.00	03/19/2020 1.18%	2,908,867.50 2,907,820.02	109.39 0.45%	3,008,346.00 3,084.20	1.82% 100,525.98	Aaa / AA+ AAA	4.9 4.7
Total Agency		52,870,000.00	1.86%	53,370,620.21 53,372,335.82	0.45%	55,307,205.53 281,130.95	33.57% 1,934,869.71	Aaa / AA+ AAA	2.8 2.7
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	474,610.78	09/12/2017 1.92%	494,077.24 480,958.54	101.88 1.11%	483,532.50 247.59	0.29% 2,573.96	Aaa / AA+ NR	1.2 1.0
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	1,043,538.61	12/28/2018 2.89%	1,044,190.83 1,043,892.47	102.46 1.90%	1,069,184.50 2,601.02	0.65% 25,292.03	NR / NR AAA	1.4 1.2
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	2,790,000.00	Various 2.19%	2,877,120.79 2,842,614.59	103.13 1.54%	2,877,243.30 7,184.25	1.74% 34,628.71	Aaa / NR NR	2.4 2.1
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	1,500,000.00	08/28/2018 3.03%	1,531,816.41 1,521,519.20	107.18 1.18%	1,607,683.50 4,413.75	0.97% 86,164.30	NR / NR AAA	3.3 3.0
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	1,500,000.00	08/19/2019 0.96%	1,562,812.50 1,553,037.77	105.69 1.17%	1,585,291.50 765.00	0.96% 32,253.73	Aaa / NR NR	3.3 3.0
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	2,145,000.00	Various 2.79%	2,209,267.38 2,196,675.96	107.55 1.32%	2,306,945.36 1,260.90	1.39% 110,269.40	Aaa / NR AAA	3.5 3.2
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	1,500,000.00	04/22/2019 2.72%	1,510,722.66 1,508,715.46	105.07 1.51%	1,575,975.00 3,631.25	0.95% 67,259.54	NR / AAA NR	4.0 3.6
Total CMO		10,953,149.39	2.38%	11,230,007.81 11,147,413.99	1.41%	11,505,855.66 20,103.76	6.96% 358,441.67	Aaa / AAA AAA	2.9 2.6
COMMERCIAL PAPER									
62479LDG7	MUFG Bank Ltd Discount CP 1.89% Due 4/16/2020	1,300,000.00	11/22/2019 1.93%	1,290,035.50 1,298,976.25	99.92 1.93%	1,298,976.25 0.00	0.78% 0.00	P-1 / A-1 NR	0.0 0.0
Total Commercial Paper		1,300,000.00	1.93%	1,290,035.50 1,298,976.25	1.93%	1,298,976.25 0.00	0.78% 0.00	P-1 / A-1 NR	0.0 0.0
CORPORATE									
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49%	969,146.50 979,704.54	99.99 2.33%	979,872.60 8,023.76	0.60% 168.06	A2 / A- NR	0.1 0.14

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CORPORATE									
69353REP9	PNC Bank Callable Note Cont 5/2/2020 2.3% Due 6/1/2020	550,000.00	12/13/2017 2.29%	550,104.50 550,007.09	100.01 2.16%	550,027.50 4,216.67	0.33% 20.41	A2 / A A+	0.1 0.0
0258M0DX4	American Express Credit Callable Note Cont 08/14/20 2.6% Due 9/14/2020	900,000.00	09/20/2017 2.01%	914,913.00 901,904.69	99.95 2.71%	899,505.90 1,105.00	0.54% (2,398.79)	A2 / A- A	0.4 0.4
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	425,000.00	10/29/2015 2.02%	424,660.00 424,959.80	100.22 1.55%	425,934.15 3,494.44	0.26% 974.35	Aaa / AAA AA+	0.5 0.5
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	1,050,000.00	02/06/2017 2.16%	1,054,945.50 1,050,686.88	100.11 2.07%	1,051,121.40 9,928.33	0.64% 434.52	A3 / A A	0.5 0.5
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	1,160,000.00	Various 1.97%	1,173,322.80 1,162,547.12	100.65 1.50%	1,167,543.48 2,147.94	0.71% 4,996.36	Aaa / AA NR	0.9 0.9
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	425,000.00	05/24/2017 2.12%	435,340.25 427,536.15	100.79 1.93%	428,365.58 892.50	0.26% 829.43	A2 / A A	0.9 0.9
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	1,055,000.00	Various 3.25%	1,047,595.75 1,052,250.85	100.77 2.29%	1,063,117.17 12,308.33	0.65% 10,866.32	A2 / A NR	1.1 1.0
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96%	579,698.40 579,931.78	99.56 2.34%	577,452.06 4,147.00	0.35% (2,479.72)	A1 / A AA-	1.1 1.1
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	770,000.00	Various 1.57%	769,085.90 769,752.71	100.70 0.99%	775,355.35 1,757.10	0.47% 5,602.64	Aaa / AAA AA+	1.3 1.2
69371RN44	Paccar Financial Corp Note 1.65% Due 8/11/2021	1,100,000.00	05/23/2018 3.15%	1,050,093.00 1,078,872.42	98.90 2.48%	1,087,869.20 2,520.83	0.66% 8,996.78	A1 / A+ NR	1.3 1.3
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	1,100,000.00	11/29/2016 2.40%	1,075,371.00 1,092,504.22	100.29 1.68%	1,103,241.70 928.89	0.67% 10,737.48	A3 / A+ A-	1.4 1.3
17275RBJ0	Cisco Systems Callable Note Cont 8/20/2021 1.85% Due 9/20/2021	1,250,000.00	02/26/2019 2.70%	1,223,812.50 1,234,943.59	100.68 1.35%	1,258,503.75 706.60	0.76% 23,560.16	A1 / AA- NR	1.4 1.3
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	1,200,000.00	Various 3.19%	1,176,750.00 1,188,239.02	100.52 2.30%	1,206,182.40 6,933.34	0.73% 17,943.38	A1 / AA- A+	1.7 1.7
89233P5T9	Toyota Motor Credit Corp Note 3.3% Due 1/12/2022	1,500,000.00	02/20/2019 2.84%	1,519,035.00 1,511,745.77	101.11 2.66%	1,516,636.50 10,862.50	0.92% 4,890.73	A1 / AA- A+	1.7 1.7

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	1,170,000.00	07/25/2017 2.45%	1,169,894.70 1,169,951.10	99.59 2.63%	1,165,198.32 5,016.38	0.71% (4,752.78)	A2 / A A+	2.3 2.2
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	1,050,000.00	11/29/2017 2.58%	1,032,234.00 1,040,923.23	101.75 1.46%	1,068,407.55 1,475.83	0.65% 27,484.32	A2 / A NR	2.4 2.3
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	950,000.00	02/09/2018 3.19%	940,832.50 944,801.51	101.62 2.04%	965,390.00 5,960.51	0.59% 20,588.49	A2 / A- AA-	2.7 1.7
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	665,000.00	08/01/2019 2.27%	673,179.50 671,593.81	101.45 2.10%	674,625.88 3,230.79	0.41% 3,032.07	A2 / A A	2.8 2.6
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	780,000.00	Various 2.49%	786,043.20 786,670.76	102.51 1.92%	799,560.06 1,516.66	0.48% 12,889.30	A2 / A A	2.9 2.8
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	715,000.00	11/28/2018 3.54%	681,959.85 691,943.50	104.26 1.00%	745,423.25 7,054.67	0.45% 53,479.75	Aa1 / AA+ NR	3.0 2.9
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	900,000.00	03/20/2019 3.33%	909,477.00 907,140.38	100.95 3.28%	908,534.70 11,340.00	0.56% 1,394.32	A2 / A A+	3.1 2.9
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	335,000.00	07/11/2018 3.49%	334,420.45 334,619.03	101.27 3.04%	339,253.16 2,472.02	0.21% 4,634.13	A3 / A NR	3.2 3.0
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	1,900,000.00	Various 2.64%	1,960,162.00 1,948,796.19	103.98 2.22%	1,975,549.70 9,104.16	1.20% 26,753.51	A1 / A AA-	3.3 3.1
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	1,635,000.00	Various 3.02%	1,673,579.30 1,667,502.25	101.60 3.14%	1,661,205.78 28,152.66	1.02% (6,296.47)	A3 / A NR	3.5 3.2
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	1,900,000.00	Various 2.95%	1,930,235.00 1,925,351.94	104.01 2.13%	1,976,207.10 4,871.39	1.20% 50,855.16	A2 / A- A+	3.5 2.7
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,900,000.00	Various 2.77%	1,940,554.00 1,933,589.20	105.37 1.83%	2,001,976.80 3,430.56	1.21% 68,387.60	Aa3 / A AA-	3.9 3.7
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	1,000,000.00	08/28/2019 2.38%	1,050,660.00 1,044,338.53	102.47 3.11%	1,024,691.00 14,593.06	0.63% (19,647.53)	A2 / A A+	4.1 2.8
91159HHX1	US Bancorp Callable Note Cont 6/28/2024 2.4% Due 7/30/2024	1,750,000.00	10/10/2019 2.07%	1,775,567.50 1,773,052.42	99.96 2.41%	1,749,224.75 7,116.67	1.06% (23,827.67)	A1 / A+ AA-	4.3 4.0

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
009158AV8	Air Products & Chemicals Callable Note Cont 4/30/2024 3.35% Due 7/31/2024	500,000.00	08/07/2019 2.11%	527,750.00 523,955.68	103.92 2.34%	519,619.00 2,838.19	0.32% (4,336.68)	A2 / A NR	4.3 3.7
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	670,000.00	08/08/2019 2.20%	668,519.30 668,705.70	97.16 2.85%	650,957.26 1,840.64	0.39% (17,748.44)	A1 / A+ NR	4.3 4.1
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,900,000.00	12/05/2019 2.26%	1,899,012.00 1,899,074.96	100.48 2.14%	1,909,177.00 18,643.75	1.16% 10,102.04	A2 / A AA	4.5 4.2
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,020,000.00	Various 1.88%	2,044,446.00 2,043,717.30	100.44 2.05%	2,028,978.90 17,251.36	1.24% (14,738.40)	A3 / A A	4.6 4.3
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	810,000.00	01/16/2020 2.10%	808,274.70 808,341.75	99.26 2.21%	804,035.16 3,228.75	0.49% (4,306.59)	A1 / AA- AA-	4.8 4.5
Total Corporate		36,595,000.00	2.54%	36,770,675.10 36,789,655.87	2.19%	37,058,744.11 219,111.28	22.51% 269,088.24	A1 / A+ A+	2.7 2.4
MONEY MARKET FUND FI									
60934N104	Federated Investors Government Obligations Fund	162,435.62	Various 0.34%	162,435.62 162,435.62	1.00 0.34%	162,435.62 0.00	0.10% 0.00	Aaa / AAA AAA	0.0 0.0
Total Money Market Fund FI		162,435.62	0.34%	162,435.62 162,435.62	0.34%	162,435.62 0.00	0.10% 0.00	Aaa / AAA AAA	0.0 0.0
MUNICIPAL BONDS									
13063DRK6	California St Taxable GO 2.4% Due 10/1/2024	1,915,000.00	10/16/2019 1.91%	1,958,987.55 1,955,086.22	103.31 1.63%	1,978,329.05 20,043.67	1.21% 23,242.83	Aa2 / AA- AA	4.5 4.2
Total Municipal Bonds		1,915,000.00	1.91%	1,958,987.55 1,955,086.22	1.63%	1,978,329.05 20,043.67	1.21% 23,242.83	Aa2 / AA- AA	4.5 4.2
SUPRANATIONAL									
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	605,000.00	01/18/2018 2.35%	603,221.30 604,514.75	101.40 0.53%	613,476.05 2,495.63	0.37% 8,961.30	Aaa / AAA NR	0.8 0.8
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,675,000.00	01/10/2017 2.15%	1,672,939.75 1,674,258.72	102.84 0.54%	1,722,558.28 7,217.62	1.04% 48,299.56	Aaa / NR AAA	1.8 1.7

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	850,000.00	03/23/2018 2.79%	813,178.00 829,784.00	102.99 0.52%	875,443.90 702.43	0.53% 45,659.90	Aaa / AAA AAA	2.4 2.4
Total Supranational		3,130,000.00	2.36%	3,089,339.05 3,108,557.47	0.53%	3,211,478.23 10,415.68	1.95% 102,920.76	Aaa / AAA AAA	1.7 1.7
US TREASURY									
912828WC0	US Treasury Note 1.75% Due 10/31/2020	400,000.00	11/27/2017 1.85%	398,828.12 399,765.84	100.97 0.09%	403,875.20 2,942.31	0.25% 4,109.36	Aaa / AA+ AAA	0.5 0.5
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,600,000.00	03/09/2016 1.40%	1,598,442.85 1,599,734.23	101.09 0.06%	1,617,500.80 3,686.81	0.98% 17,766.57	Aaa / AA+ AAA	0.8 0.8
912828B90	US Treasury Note 2% Due 2/28/2021	1,650,000.00	Various 1.55%	1,683,525.06 1,656,471.26	101.76 0.08%	1,679,003.70 2,869.56	1.02% 22,532.44	Aaa / AA+ AAA	0.9 0.9
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.58%	1,676,910.00 1,694,562.38	101.12 0.13%	1,719,058.71 58.06	1.04% 24,496.33	Aaa / AA+ AAA	1.0 1.0
912828C57	US Treasury Note 2.25% Due 3/31/2021	1,500,000.00	01/28/2019 2.58%	1,489,511.72 1,495,167.43	102.12 0.13%	1,531,758.00 92.21	0.93% 36,590.57	Aaa / AA+ AAA	1.0 0.9
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91%	980,766.29 1,005,579.83	101.27 0.11%	1,027,925.01 2,886.06	0.62% 22,345.18	Aaa / AA+ AAA	1.2 1.2
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48%	1,671,251.79 1,691,190.32	101.38 0.21%	1,723,375.00 52.25	1.04% 32,184.68	Aaa / AA+ AAA	1.5 1.4
912828F21	US Treasury Note 2.125% Due 9/30/2021	2,200,000.00	02/11/2019 2.47%	2,180,578.13 2,188,945.10	102.89 0.19%	2,263,593.20 127.73	1.37% 74,648.10	Aaa / AA+ AAA	1.5 1.4
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,785,000.00	03/13/2017 2.14%	1,752,722.58 1,772,559.56	102.92 0.22%	1,837,155.92 2,716.30	1.11% 64,596.36	Aaa / AA+ AAA	1.9 1.8
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,700,000.00	08/15/2017 1.82%	1,724,111.17 1,711,119.89	104.30 0.21%	1,773,179.90 9,130.49	1.08% 62,060.01	Aaa / AA+ AAA	2.2 2.2
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,750,000.00	10/17/2017 1.99%	1,730,585.94 1,740,207.07	103.72 0.26%	1,815,147.25 83.67	1.10% 74,940.18	Aaa / AA+ AAA	2.5 2.4
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,750,000.00	01/25/2018 2.46%	1,722,792.97 1,734,824.52	105.07 0.27%	1,838,730.25 9,399.04	1.12% 103,905.73	Aaa / AA+ AAA	2.7 2.6

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Holdings Report

As of March 31, 2020



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828T91	US Treasury Note 1.625% Due 10/31/2023	3,200,000.00	Various 1.80%	3,176,515.63 3,180,457.34	104.69 0.31%	3,350,124.80 21,857.14	2.04% 169,667.46	Aaa / AA+ AAA	3.5 3.4
912828V23	US Treasury Note 2.25% Due 12/31/2023	3,150,000.00	Various 1.81%	3,209,369.15 3,199,562.95	107.17 0.32%	3,375,914.85 17,913.46	2.05% 176,351.90	Aaa / AA+ AAA	3.7 3.6
912828B66	US Treasury Note 2.75% Due 2/15/2024	3,150,000.00	Various 1.81%	3,279,865.24 3,259,046.99	109.29 0.34%	3,442,606.65 10,947.11	2.09% 183,559.66	Aaa / AA+ AAA	3.8 3.7
912828X70	US Treasury Note 2% Due 4/30/2024	3,100,000.00	Various 1.86%	3,119,312.50 3,116,321.33	106.69 0.35%	3,307,312.50 26,060.43	2.01% 190,991.17	Aaa / AA+ AAA	4.0 3.9
912828XX3	US Treasury Note 2% Due 6/30/2024	3,000,000.00	07/30/2019 1.87%	3,018,867.19 3,016,293.44	106.92 0.36%	3,207,540.00 15,164.84	1.95% 191,246.56	Aaa / AA+ AAA	4.2 4.0
912828D56	US Treasury Note 2.375% Due 8/15/2024	3,000,000.00	08/29/2019 1.45%	3,133,007.81 3,117,225.98	108.74 0.36%	3,262,149.00 9,004.12	1.98% 144,923.02	Aaa / AA+ AAA	4.3 4.1
9128283D0	US Treasury Note 2.25% Due 10/31/2024	2,900,000.00	Various 1.76%	2,966,847.66 2,962,113.36	108.53 0.37%	3,147,404.80 27,426.51	1.92% 185,291.44	Aaa / AA+ AAA	4.5 4.3
Total US Treasury		40,250,000.00	1.85%	40,513,811.80 40,541,148.82	0.27%	42,323,355.54 162,418.10	25.66% 1,782,206.72	Aaa / AA+ AAA	2.9 2.8
TOTAL PORTFOLIO		159,105,225.72	2.06%	160,377,569.44 160,358,471.18	0.98%	164,857,797.64 725,563.69	100.00% 4,499,326.46	Aa1 / AA AAA	2.8 2.5
TOTAL MARKET VALUE PLUS ACCRUED						165,583,361.33			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/01/2020	60934N104	12,887.60	Federated Investors Government Obligations Fund	1.000	1.45%	12,887.60	0.00	12,887.60	0.00
Purchase	03/02/2020	60934N104	1,719.15	Federated Investors Government Obligations Fund	1.000	1.45%	1,719.15	0.00	1,719.15	0.00
Purchase	03/03/2020	60934N104	1,000,000.00	Federated Investors Government Obligations Fund	1.000	1.45%	1,000,000.00	0.00	1,000,000.00	0.00
Purchase	03/03/2020	60934N104	9,805.00	Federated Investors Government Obligations Fund	1.000	1.45%	9,805.00	0.00	9,805.00	0.00
Purchase	03/04/2020	60934N104	1,000,000.00	Federated Investors Government Obligations Fund	1.000	1.45%	1,000,000.00	0.00	1,000,000.00	0.00
Purchase	03/04/2020	60934N104	15,700.00	Federated Investors Government Obligations Fund	1.000	1.45%	15,700.00	0.00	15,700.00	0.00
Purchase	03/05/2020	60934N104	33,725.00	Federated Investors Government Obligations Fund	1.000	1.45%	33,725.00	0.00	33,725.00	0.00
Purchase	03/06/2020	3135G0X24	2,000,000.00	FNMA Note 1.625% Due 1/7/2025	103.498	0.88%	2,069,960.00	5,055.56	2,075,015.56	0.00
Purchase	03/06/2020	60934N104	10,920.00	Federated Investors Government Obligations Fund	1.000	1.45%	10,920.00	0.00	10,920.00	0.00
Purchase	03/08/2020	60934N104	28,175.00	Federated Investors Government Obligations Fund	1.000	1.45%	28,175.00	0.00	28,175.00	0.00
Purchase	03/11/2020	47789KAC7	865,000.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	99.994	1.11%	864,947.15	0.00	864,947.15	0.00
Purchase	03/11/2020	60934N104	30,875.00	Federated Investors Government Obligations Fund	1.000	1.45%	30,875.00	0.00	30,875.00	0.00
Purchase	03/13/2020	60934N104	43,125.00	Federated Investors Government Obligations Fund	1.000	1.45%	43,125.00	0.00	43,125.00	0.00
Purchase	03/14/2020	60934N104	19,137.50	Federated Investors Government Obligations Fund	1.000	1.45%	19,137.50	0.00	19,137.50	0.00
Purchase	03/15/2020	60934N104	10,450.00	Federated Investors Government Obligations Fund	1.000	1.45%	10,450.00	0.00	10,450.00	0.00
Purchase	03/16/2020	60934N104	3,637.50	Federated Investors Government Obligations Fund	1.000	1.45%	3,637.50	0.00	3,637.50	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/16/2020	60934N104	2,245.83	Federated Investors Government Obligations Fund	1.000	1.45%	2,245.83	0.00	2,245.83	0.00
Purchase	03/16/2020	60934N104	1,086.58	Federated Investors Government Obligations Fund	1.000	1.45%	1,086.58	0.00	1,086.58	0.00
Purchase	03/16/2020	60934N104	1,705.83	Federated Investors Government Obligations Fund	1.000	1.45%	1,705.83	0.00	1,705.83	0.00
Purchase	03/16/2020	60934N104	874.00	Federated Investors Government Obligations Fund	1.000	1.45%	874.00	0.00	874.00	0.00
Purchase	03/16/2020	60934N104	2,550.00	Federated Investors Government Obligations Fund	1.000	1.45%	2,550.00	0.00	2,550.00	0.00
Purchase	03/16/2020	60934N104	1,978.25	Federated Investors Government Obligations Fund	1.000	1.45%	1,978.25	0.00	1,978.25	0.00
Purchase	03/16/2020	60934N104	5,180.00	Federated Investors Government Obligations Fund	1.000	1.45%	5,180.00	0.00	5,180.00	0.00
Purchase	03/16/2020	60934N104	44,627.23	Federated Investors Government Obligations Fund	1.000	1.45%	44,627.23	0.00	44,627.23	0.00
Purchase	03/16/2020	60934N104	10,506.29	Federated Investors Government Obligations Fund	1.000	1.45%	10,506.29	0.00	10,506.29	0.00
Purchase	03/16/2020	60934N104	15,591.54	Federated Investors Government Obligations Fund	1.000	1.45%	15,591.54	0.00	15,591.54	0.00
Purchase	03/20/2020	3130A4CH3	2,750,000.00	FHLB Note 2.375% Due 3/14/2025	105.777	1.18%	2,908,867.50	1,088.54	2,909,956.04	0.00
Purchase	03/20/2020	60934N104	11,562.50	Federated Investors Government Obligations Fund	1.000	1.45%	11,562.50	0.00	11,562.50	0.00
Purchase	03/20/2020	60934N104	1,269.08	Federated Investors Government Obligations Fund	1.000	1.45%	1,269.08	0.00	1,269.08	0.00
Purchase	03/23/2020	60934N104	11,621.52	Federated Investors Government Obligations Fund	1.000	1.45%	11,621.52	0.00	11,621.52	0.00
Purchase	03/25/2020	60934N104	3,631.25	Federated Investors Government Obligations Fund	1.000	1.45%	3,631.25	0.00	3,631.25	0.00
Purchase	03/25/2020	60934N104	3,825.00	Federated Investors Government Obligations Fund	1.000	1.45%	3,825.00	0.00	3,825.00	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	03/25/2020	60934N104	4,413.75	Federated Investors Government Obligations Fund	1.000	1.45%	4,413.75	0.00	4,413.75	0.00
Purchase	03/25/2020	60934N104	6,304.51	Federated Investors Government Obligations Fund	1.000	1.45%	6,304.51	0.00	6,304.51	0.00
Purchase	03/25/2020	60934N104	1,628.18	Federated Investors Government Obligations Fund	1.000	1.45%	1,628.18	0.00	1,628.18	0.00
Purchase	03/25/2020	60934N104	4,221.56	Federated Investors Government Obligations Fund	1.000	1.45%	4,221.56	0.00	4,221.56	0.00
Purchase	03/25/2020	60934N104	7,184.25	Federated Investors Government Obligations Fund	1.000	1.45%	7,184.25	0.00	7,184.25	0.00
Purchase	03/31/2020	60934N104	75,750.00	Federated Investors Government Obligations Fund	1.000	0.34%	75,750.00	0.00	75,750.00	0.00
Subtotal			8,052,913.90				8,281,688.55	6,144.10	8,287,832.65	0.00
Security Contribution	03/12/2020	60934N104	291.67	Federated Investors Government Obligations Fund	1.000		291.67	0.00	291.67	0.00
Subtotal			291.67				291.67	0.00	291.67	0.00
TOTAL ACQUISITIONS			8,053,205.57				8,281,980.22	6,144.10	8,288,124.32	0.00
DISPOSITIONS										
Sale	03/06/2020	60934N104	2,075,015.56	Federated Investors Government Obligations Fund	1.000	1.45%	2,075,015.56	0.00	2,075,015.56	0.00
Sale	03/11/2020	60934N104	864,947.15	Federated Investors Government Obligations Fund	1.000	1.45%	864,947.15	0.00	864,947.15	0.00
Sale	03/20/2020	60934N104	1,145,474.79	Federated Investors Government Obligations Fund	1.000	1.45%	1,145,474.79	0.00	1,145,474.79	0.00
Sale	03/20/2020	912828VA5	1,250,000.00	US Treasury Note 1.125% Due 4/30/2020	100.094	1.35%	1,251,171.88	5,447.29	1,256,619.17	1,494.00
Sale	03/20/2020	912828WCO	500,000.00	US Treasury Note 1.75% Due 10/31/2020	100.895	1.85%	504,472.66	3,389.42	507,862.08	4,781.00
Subtotal			5,835,437.50				5,841,082.04	8,836.71	5,849,918.75	6,276.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	03/16/2020	43811BAC8	44,135.06	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		44,135.06	492.17	44,627.23	0.00
Paydown	03/16/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	1,705.83	1,705.83	0.00
Paydown	03/16/2020	477870AC3	0.00	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		0.00	1,086.58	1,086.58	0.00
Paydown	03/16/2020	47788BAD6	10,420.25	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		10,420.25	86.04	10,506.29	0.00
Paydown	03/16/2020	47788CAC6	15,179.52	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		15,179.52	412.02	15,591.54	0.00
Paydown	03/16/2020	47788EAC2	0.00	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		0.00	2,245.83	2,245.83	0.00
Paydown	03/16/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	3,637.50	3,637.50	0.00
Paydown	03/16/2020	58770FAC6	0.00	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	100.000		0.00	874.00	874.00	0.00
Paydown	03/16/2020	65479GAD1	0.00	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		0.00	2,550.00	2,550.00	0.00
Paydown	03/16/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	1,978.25	1,978.25	0.00
Paydown	03/16/2020	89238TAD5	0.00	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		0.00	5,180.00	5,180.00	0.00
Paydown	03/20/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	1,269.08	1,269.08	0.00
Paydown	03/23/2020	43815HAC1	9,777.77	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		9,777.77	1,843.75	11,621.52	0.00
Paydown	03/25/2020	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	3,825.00	3,825.00	0.00

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	03/25/2020	3137B5JM6	0.00	FHLMC K034 A2 3.531% Due 7/25/2023	100.000		0.00	4,413.75	4,413.75	0.00
Paydown	03/25/2020	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	6,304.51	6,304.51	0.00
Paydown	03/25/2020	3137BDDC7	389.22	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		389.22	1,238.96	1,628.18	0.00
Paydown	03/25/2020	3137BFDQ1	1,616.51	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		1,616.51	2,605.05	4,221.56	0.00
Paydown	03/25/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	7,184.25	7,184.25	0.00
Paydown	03/25/2020	3137BYPQ7	0.00	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		0.00	3,631.25	3,631.25	0.00
Subtotal			81,518.33				81,518.33	52,563.82	134,082.15	0.00
Maturity	03/03/2020	166764AR1	1,000,000.00	Chevron Corp Callable Note Cont 2/3/2020 1.961% Due 3/3/2020	100.000		1,000,000.00	0.00	1,000,000.00	0.00
Maturity	03/04/2020	25468PDP8	1,000,000.00	TWDC Enterprises 18 Corp Note 1.95% Due 3/4/2020	100.000		1,000,000.00	0.00	1,000,000.00	0.00
Subtotal			2,000,000.00				2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	03/12/2020	60934N104	291.67	Federated Investors Government Obligations Fund	1.000		291.67	0.00	291.67	0.00
Subtotal			291.67				291.67	0.00	291.67	0.00
TOTAL DISPOSITIONS			7,917,247.50				7,922,892.04	61,400.53	7,984,292.57	6,276.00
OTHER TRANSACTIONS										
Interest	03/01/2020	30231GAV4	1,160,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.000		12,887.60	0.00	12,887.60	0.00
Interest	03/03/2020	166764AR1	1,000,000.00	Chevron Corp Callable Note Cont 2/3/2020 1.961% Due 3/3/2020	0.000		9,805.00	0.00	9,805.00	0.00
Interest	03/04/2020	24422ESL4	425,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	0.000		5,950.00	0.00	5,950.00	0.00

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	03/04/2020	25468PDP8	1,000,000.00	TWDC Enterprises 18 Corp Note 1.95% Due 3/4/2020	0.000		9,750.00	0.00	9,750.00	0.00
Interest	03/05/2020	06051GHF9	1,900,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.000		33,725.00	0.00	33,725.00	0.00
Interest	03/06/2020	24422ETG4	780,000.00	John Deere Capital Corp Note 2.8% Due 3/6/2023	0.000		10,920.00	0.00	10,920.00	0.00
Interest	03/08/2020	3130AB3H7	1,400,000.00	FHLB Note 2.375% Due 3/8/2024	0.000		16,625.00	0.00	16,625.00	0.00
Interest	03/08/2020	44932HAC7	1,050,000.00	IBM Credit Corp Note 2.2% Due 9/8/2022	0.000		11,550.00	0.00	11,550.00	0.00
Interest	03/11/2020	89114QCB2	1,900,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		30,875.00	0.00	30,875.00	0.00
Interest	03/13/2020	3130A2UW4	3,000,000.00	FHLB Note 2.875% Due 9/13/2024	0.000		43,125.00	0.00	43,125.00	0.00
Interest	03/14/2020	0258M0DX4	900,000.00	American Express Credit Callable Note Cont 08/14/20 2.6% Due 9/14/2020	0.000		11,700.00	0.00	11,700.00	0.00
Interest	03/14/2020	4581X0CZ9	850,000.00	Inter-American Dev Bank Note 1.75% Due 9/14/2022	0.000		7,437.50	0.00	7,437.50	0.00
Interest	03/15/2020	68389XBK0	1,100,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.000		10,450.00	0.00	10,450.00	0.00
Interest	03/20/2020	17275RBJ0	1,250,000.00	Cisco Systems Callable Note Cont 8/20/2021 1.85% Due 9/20/2021	0.000		11,562.50	0.00	11,562.50	0.00
Interest	03/31/2020	912828C57	1,500,000.00	US Treasury Note 2.25% Due 3/31/2021	0.000		16,875.00	0.00	16,875.00	0.00
Interest	03/31/2020	912828F21	2,200,000.00	US Treasury Note 2.125% Due 9/30/2021	0.000		23,375.00	0.00	23,375.00	0.00
Interest	03/31/2020	912828L57	1,750,000.00	US Treasury Note 1.75% Due 9/30/2022	0.000		15,312.50	0.00	15,312.50	0.00

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

Transaction Ledger

As of March 31, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	03/31/2020	912828Q37	1,700,000.00	US Treasury Note 1.25% Due 3/31/2021	0.000		10,625.00	0.00	10,625.00	0.00
Interest	03/31/2020	912828T34	1,700,000.00	US Treasury Note 1.125% Due 9/30/2021	0.000		9,562.50	0.00	9,562.50	0.00
Subtotal			26,565,000.00				302,112.60	0.00	302,112.60	0.00
Dividend	03/02/2020	60934N104	1,822,846.82	Federated Investors Government Obligations Fund	0.000		1,719.15	0.00	1,719.15	0.00
Subtotal			1,822,846.82				1,719.15	0.00	1,719.15	0.00
TOTAL OTHER TRANSACTIONS			28,387,846.82				303,831.75	0.00	303,831.75	0.00

Attachment: 2020-03 Investment Report (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

April 2020



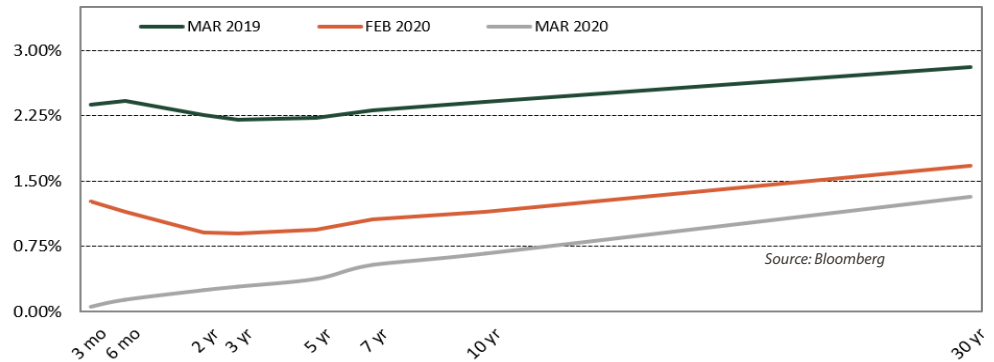
Market Summary

Financial markets were extremely turbulent in March, driven by a high level of uncertainty and fear regarding the impact of the COVID-19 pandemic on the global economy. The S&P 500 index declined 20.0% in the first quarter and the average option adjusted spread on investment grade corporate bonds (based on the ICE BofA U.S. Corporate Index) widened more than 200 basis points. At the end of the first quarter, the yield on 2-year Treasuries was down 132 basis points year-to-date, and the yield on 10-year Treasuries was down nearly 125 basis points, as a global flight to quality put downward pressure on yields.

There are still many unknowns about the coronavirus and the outlook for the economy remains uncertain, but we believe the US economy entered a recession in March. Containment efforts and supply chain disruptions will likely cause a sharp increase in unemployment and a swift and deep contraction in economic activity. In the March 2 week, 6.6 million people filed an initial claim for unemployment, following 3.3 million initial claims in the previous week. These figures indicate that the employment report for April will be very weak and that the unemployment rate is already approaching 10%. Financial markets will likely remain volatile over the near-term, but we believe large-scale global monetary and fiscal stimulus programs will help mitigate the longer-term economic impact of the pandemic. At this point, we believe a U-shaped economic recovery heading into 2021 is possible.

The speed and level of fiscal and monetary relief from the federal government and Federal Reserve in the last month has already surpassed the financial crisis. President Trump approved a \$2 trillion economic relief package on March 27, the largest fiscal stimulus package in US history. We believe it will take a few weeks to fully implement the program, but small businesses have started to apply for paycheck protection program loans and direct payments to households are expected to go out in a few days. Fiscal relief from the government has been complemented by a wide range of aggressive actions by the Federal Reserve to help stabilize and provide liquidity to the financial markets. During March, the Fed lowered the fed funds target rate by a cumulative total of 150 basis points to a range of 0.0%-0.25% and said it will purchase Treasury and agency mortgage-backed securities in any amount needed to support smooth market functioning. Policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility in order to provide liquidity to the commercial paper, money markets, and the municipal bond markets. The Fed also established the Primary Market Corporate Credit Facility and Secondary Market Corporate Credit Facility to support the corporate bond market. The Term Asset-Backed Securities Loan Facility was established to enable the issuance of asset-backed securities backed by student loan auto loans, credit card loans, and loans guaranteed by the Small Business Administration. The Fed has provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Policymakers are also working on a Main Street Business Lending Program to support lending to small and-medium sized businesses. Looking ahead, we would not rule out the possibility of another phase of fiscal and/or monetary stimulus, depending on the duration of the social distancing guidelines and ultimate impact on the economy.

TREASURY YIELDS HAVE DECLINED



The slope of the Treasury yield curve steepened in March, though rates across the curve declined meaningfully. At March month-end, the yield on 10-year Treasuries was down 48 basis points to 0.67% while the yield on 2-year Treasuries was down 66 basis points to 0.25%. The yield on 3-month T-bills declined 121 basis points in March. The movement in yields has been driven by fears about the coronavirus and its potential impact on global economic growth and inflation expectations, as well as the cumulative 150 basis point cut to the fed funds target rate in March.

TREASURY YIELDS	Trend (▲/▼)	3/31/2020	2/29/2020	Change
3-Month	▼	0.06	1.27	-1.21
2-Year	▼	0.25	0.91	-0.66
3-Year	▼	0.29	0.90	-0.61
5-Year	▼	0.38	0.94	-0.56
7-Year	▼	0.54	1.06	-0.52
10-Year	▼	0.67	1.15	-0.48
30-Year	▼	1.32	1.68	-0.36

Source: Bloomberg

Market Data

World Stock Market Indices
data as of 3/31/2020

	Diff (2/29/20)	% Change
S&P 500	2,584.59	-369.63 -12.51%
NASDAQ	7,700.10	-867.27 -10.12%
DOW JONES	21,917.16	-3,492.20 -13.74%
FTSE (UK)	5,671.96	-908.65 -13.81%
DAX (Germany)	9,935.84	-1,954.51 -16.44%
Hang Seng (Hong Kong)	23,603.48	-2,526.45 -9.67%
Nikkei (Japan)	18,917.01	-2,225.95 -10.53%

Source: Bloomberg. Please see descriptions of indices on Page 2.

Since 1988, Chandler Asset Management has specialized in providing fixed income investment solutions to risk-averse public agencies and institutions. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, mitigates risk and generates income in our clients' portfolios.

Credit Spreads Widened in March

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	2.02	0.16	1.86
2-year A corporate note	1.70	0.43	1.27
5-year A corporate note	1.81	0.64	1.17
5-year Agency note	0.28	0.09	0.19

Source: Bloomberg

Data as of 3/31/2020

Economic Data Is Deteriorating Rapidly Due to the COVID-19 Pandemic

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(39.90) \$Bln FEB 20	(45.50) \$Bln JAN 20	(51.30) \$Bln FEB 19
Gross Domestic Product	2.10% DEC 19	2.10% SEP 19	1.10% DEC 18
Unemployment Rate	4.40% MAR 20	3.50% FEB 20	3.80% MAR 19
Prime Rate	3.25% MAR 20	4.75% FEB 20	5.50% MAR 19
Commodity Research Bureau Index	121.79 MAR 20	159.45 FEB 20	183.75 MAR 19
Oil (West Texas Int.)	\$20.48 MAR 20	\$44.76 FEB 20	\$60.14 MAR 19
Consumer Price Index (y/o/y)	2.30% FEB 20	2.50% JAN 20	1.50% FEB 19
Producer Price Index (y/o/y)	1.20% FEB 20	2.50% JAN 20	0.50% FEB 19
Dollar/Euro	1.10 MAR 20	1.10 FEB 20	1.12 MAR 19

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 2.3% year-over-year in February, down from 2.5% in January. Core CPI (CPI less food and energy) was up 2.4% year-over-year in February, up from 2.3% in January. The Personal Consumption Expenditures (PCE) index was up 1.8% year-over-year in February, unchanged from 1.8% year-over-year in January. Core PCE, which is the Fed's primary inflation gauge, was up 1.8% year-over-year in February versus 1.7% year-over-year in January. Core PCE was trending below the Fed's 2.0% inflation target before the COVID-19 pandemic.

Retail Sales

On a year-over-year basis, retail sales were up 4.3% in February versus 5.0% in January. On a month-over-month basis, retail sales excluding autos and gas fell 0.2% in February, well below expectations for a 0.4% increase. Control group sales were flat in February, below expectations of a 0.4% gain. Several retail categories showed weakness in February including auto sales and gasoline, building materials, clothing stores, electronics & appliances. The impact of the coronavirus was only beginning to emerge in February but the outlook for retail sales in the coming months is under significant pressure.

Labor Market

U.S. nonfarm payrolls declined by 701,000 in March. Employment in leisure and hospitality was particularly weak with payrolls down 459,000. The U-3 unemployment rate increased to 4.4% in March from 3.5% in February, and the participation rate declined to 62.7% from 63.4%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 8.7% from 7.0%. Wages rose 0.4% in March and were up 3.1% on year-over-year basis. The average workweek declined to 34.2 hours from 34.4 hours. Notably, the establishment survey of payrolls and the household survey of unemployment were collected in the first half of March, which predates many of the business and school closures related to the pandemic.

Housing Starts

Housing starts remained strong in February at an annual rate of 1,599,000, exceeding the consensus forecast. On a month-over-month basis, single family starts rose 6.7% to an annualized rate of 1,072,000, while multi-family starts declined 14.9% to an annualized rate of 527,000. Low mortgage rates and a strong labor market were fueling housing activity heading into the COVID-19 crisis.

World Stock Market Index Descriptions

S&P 500—The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization. NASDAQ—The NASDAQ Composite Index is the market capitalization-weighted index of over 3,300 common stocks listed on the NASDAQ stock exchange. Dow Jones—The Dow Jones Industrial Average is an index that tracks 30 large, publicly-owned companies trading on the New York Stock Exchange and the NASDAQ. The Financial Times Stock Exchange Group (FTSE)—The FTSE is a share index of the 100 companies listed on the London Stock Exchange with the highest market capitalization. DAX—The Deutscher Aktienindex (DAX) is a blue chip stock market index consisting of the 30 major German companies trading on the Frankfurt Stock Exchange. Hang Seng—The Hang Seng Index is a freefloat-adjusted market-capitalization-weighted stock market index in Hong Kong. It is used to record and monitor daily changes of the largest companies of the Hong Kong stock market and is the main indicator of overall market performance in Hong Kong. Nikkei—Japan's Nikkei 225 Stock Average is a price-weighted index composed of Japan's top 225 blue-chip companies traded on the Tokyo Stock Exchange.

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Data source: Bloomberg. This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but it may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment. Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that a borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates. Source: ICE Data Indices, LLC ("ICE"), used with permission. ICE permits the use of ICE Indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third-party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use is at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend Chandler, or any of its products or services.

Attachment: CAM-Newsletter-April-2020 (4004 : RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED MARCH 31, 2020)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF RESOLUTION FOR PARTICIPATION IN THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. 2020-xx. A Resolution of the City Council of the City of Moreno Valley, California, participating with the County of Riverside Mortgage Credit Certificate (MCC) Program.

SUMMARY

The County of Riverside Economic Development Agency (EDA) must apply biennial, every two years, for the Mortgage Credit Certificate (MCC) program for new allocation of funds with the California Debt Limit Allocation Committee (CDLAC). As the EDA prepares the application for the upcoming cycle, they need to confirm the City of Moreno Valley's continued participation with EDA's MCC program. The approval of the Resolution shall confirm the City's continued participation. This action would provide a benefit to the residents of Moreno Valley, with no costs to the City.

DISCUSSION

A Mortgage Credit Certificate (MCC) entitles qualified homebuyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the homebuyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;

- Homebuyers can qualify more easily for their primary mortgage loan-lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower's qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer's tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first.

For Moreno Valley residents to be eligible for the program, the City must be a participant in the County MCC program administered by the EDA. The application process is overseen by the EDA and any Participating Lenders within the MCC Program.

The following table illustrates how an MCC may increase a borrower's "effective home buying power":

Effective Home Buying Power With and Without an MCC		
	Without MCC	With MCC
First Mortgage Amount	\$300,000	\$300,000
Mortgage Interest Rate	4%	4%
Monthly Mortgage (Principal & Interest Only)	\$1,432	\$1,432
MCC Rate	N/A	20%
Monthly Credit Amount	N/A	\$200
"Effective" Monthly Mortgage Payment	\$1,432	\$1,232
Annual Income Needed *	\$61,371	\$52,800

* Annual Income Needed is based on monthly Principal and Interest (P&I) not exceeding 28% of monthly income.

Source: Riverside County EDA

ALTERNATIVES

1. Approve the proposed Resolution to participate in the County of Riverside Mortgage Credit Certificate (MCC) Program. *Staff recommends this alternative as it will allow Moreno Valley residents to participate in this program.*
2. Do not approve the proposed Resolution to participate in the County of Riverside Mortgage Credit Certificate (MCC) Program. *Staff does not recommend this alternative.*

FISCAL IMPACT

No fiscal impact.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

Department Head Approval:
Marshall Eyerman
Assistant City Manager/
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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. MCC Program Summary 2020
- 2. Resolution 2020-XX City MCC

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 11:41 AM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 2:06 PM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:43 PM

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY

MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

Overview

A Mortgage Credit Certificate (MCC) entitles qualified home buyers to reduce the amount of their federal income tax liability for an amount equal to 20% of the mortgage interest paid during the year on their primary mortgage loan. The advantages to the home buyer include:

- The home buyer's federal income tax liability is directly reduced by the amount of the tax credit;
- Home buyers can qualify more easily for their primary mortgage loan-lenders may factor in the tax credit when underwriting the loan application, which may allow the borrower to (i) qualify for a larger loan amount, or (ii) improve the borrower's qualifying debt ratios.

If the amount of the MCC exceeds the homebuyer's tax liability, the unused portion of the credit can be carried forward to the next three years or until used, whichever comes first.

Homebuyer Eligibility Criteria

There are three basic criteria for determining a home buyer's eligibility for the MCC tax credits:

1. The borrower must be a first time Home Buyer defined as a person who has not had an ownership interest in improved-upon residential real property for the previous three (3) years.*
2. The borrower's annual income must fall within the program income limits as follows:
 - Max Income Outside Target Area¹
 - Household w/ 1-2 persons: \$77,500
 - Household w/ 3+ persons: \$89,125
 - Max Income Inside Target Area
 - Household w/ 1-2 persons: \$93,000
 - Household w/ 3+ persons: \$108,500

¹ Target Areas are census tracts designated by the Federal government to encourage investment.

3. The home being purchased must fall within the program purchase price limits as follows:
 - Max Home Purchase Price
 - Outside Target Area: \$388,131
 - Inside Target Area: \$474,382

*If the home is in a Target Area census tract, then the first-time buyer requirement does not apply, and the income and purchase price limits are higher. There are target area census tracts throughout Riverside County.

The residence purchased in conjunction with an MCC must be the borrower's principal residence and may not be used as a business, rental or vacation home. The home may be a new or re-sale, detached or attached single-family home, condominium unit, a co-op unit, or a manufactured home on a permanent foundation. The home must be located within the City limits of participating cities.

Mortgage Credit Certificate Application Process

The jurisdiction in which the home is located must be a participant in the County MCC program administered by the EDA. The application process is as follows:

1. Borrowers must apply for an MCC through a Participating Lender.
2. The Participating Lender will perform an initial qualification and assist the borrower in completing the MCC submission forms.
3. Buyer makes offer on home and goes into escrow.
4. The Lender then submits the MCC application to the County.
5. The County reviews Borrower and property qualifications and, if they meet the program guidelines, issues a letter of commitment to the Lender.
6. The Commitment Letter must be issued prior to the close of the loan.
7. The loan must close within 60 days of the commitment.
8. Upon loan closing, the Lender submits the MCC Closing Package to the County and the County issues the MCC, with the Lender and borrower each receiving a copy.
9. The borrower may then claim the tax credit on their Federal Income Tax Returns.
10. Borrowers can realize the tax credit annually as a tax refund or adjust their W-4 withholding allowances form to receive the benefit via an increased paycheck.

The following table illustrates how an MCC may increase a borrower's "effective home buying power":

Effective Home Buying Power With and Without an MCC		
	Without MCC	With MCC
First Mortgage Amount	\$300,000	\$300,000
Mortgage Interest Rate	4%	4%
Monthly Mortgage (Principal & Interest Only)	\$1,432	\$1,432
MCC Rate	N/A	20%
Monthly Credit Amount	N/A	\$200
"Effective" Monthly Mortgage Payment	\$1,432	\$1,232
Annual Income Needed *	\$61,371	\$52,800

* Annual Income Needed is based on monthly Principal and Interest (P&I) not exceeding 28% of monthly income.

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, PARTICIPATING WITH THE COUNTY OF RIVERSIDE MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate Program ("MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, pursuant to Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq, local issuers are authorized to issue Mortgage Credit Certificates ("Certificates") and administer MCC Program; and

WHEREAS, the Board of Supervisors of the County of Riverside adopted Resolution No 87-564 on December 22, 1987 establishing a Mortgage Credit Certificate Program; and

WHEREAS, the Board of Supervisors of the County of Riverside has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in July 2020 or thereabouts; and

WHEREAS, the City of Moreno Valley ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County; and

WHEREAS, the adoption of this resolution is necessary to include the City of Moreno Valley as a participating unit of general government under County's MCC program; and

WHEREAS, the City agrees to cooperate with the County of Riverside to undertake the MCC program within City jurisdiction to assist persons or households of limited income to purchase new and existing single family residences located in the city; and

WHEREAS, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC program.

1
Resolution No. 2020-XX
Date Adopted: _____

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

The City of Moreno Valley agrees

- 1. to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County;
- 2. to assist the County of Riverside to market the MCC Program within the city’s jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this ____ day of _____, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-XX²
Date Adopted: _____

Attachment: Resolution 2020-XX City MCC (4031 : APPROVAL OF RESOLUTION FOR PARTICIPATION IN THE COUNTY OF RIVERSIDE

RESOLUTION JURAT

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

I, _____, 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 ___ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Mayor, Mayor Pro Tem and Council Members)

CITY CLERK

(SEAL)

Resolution No. 2020-XX³
Date Adopted: _____

Attachment: Resolution 2020-XX City MCC (4031 : APPROVAL OF RESOLUTION FOR PARTICIPATION IN THE COUNTY OF RIVERSIDE



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT SERVICES SOFTWARE AND PROFESSIONAL SERVICES

RECOMMENDED ACTION

Recommendation:

1. Approve an agreement with Truepoint Solutions, LLC for professional services to upgrade and enhance social distancing compliance for Development Services processes and systems for an amount not to exceed \$82,500, and authorize the City Manager, or his designee, to execute the agreement, subject to approval by the City Attorney.

SUMMARY

It is recommended that the City Council approve an agreement with Truepoint Solutions to improve compliance of Development Services software and processes as the City recovers from the COVID-19 pandemic and establishes new practices that comply with social distancing. The agreement will complete work to support electronic plan review enhancements, and a required upgrade of the Accela Civic Platform (ACP) system to a new cloud platform. The upgrade will also improve system reliability and responsiveness and provide improvements to customers' experiences. In addition, the project includes:

1. Implementation of an electronic plan review system;
2. Development Services process revisions to comply with post COVID-19 health orders;
3. Time-saving process improvements for approving developer's plans;
4. Enhancements to Fire Prevention's Annual Inspection programs; and
5. Better integration with the City's Geographic Information System (GIS).

SimpliCITY, the ACP system in use by nine divisions across the City, enhances the ability to process development services activity in an integrated and streamlined manner.

DISCUSSION

On March 10, 2015, the City Council approved the Development Services software replacement project. On December 6, 2016 the new software system, Accela Civic Platform (ACP), began serving customers.

The ACP project replaced the Permits Plus system which had been in place for many years. In a dramatic improvement over the older system, ACP supports all of the City's Development Services processes. To comply with post COVID-19 health-related orders, take full advantage of the system's capabilities, and remain at current software levels, a large upgrade is required. The upgrade requires more resources and different skills than the City can commit, therefore, assistance from Truepoint is necessary. Key benefits of the upgrade are:

- Implementation of an electronic plan review system to facilitate online plan submittals.
- Time-saving process improvements that will also enable compliance with new post-pandemic related health orders;
- Compatibility with current GIS versions;
- Greater system reliability (Accela refunded some funds in 2019 due to reliability issues);
- A required upgrade to the Microsoft AZURE multi-tenant cloud infrastructure; and
- Faster processing of Fire Prevention Annual Inspection programs.

ALTERNATIVES

1. Authorize the City Manager to execute a contract with Truepoint Solutions, in a form approved by the City Attorney, for professional services and development services related software for a total contract amount not to exceed \$82,500. *Staff recommends approval of this alternative to capture additional efficiencies available through the ACP system.*
2. Do not approve the agreement with Truepoint Solutions. *This action would defer the City's ability to complete a required upgrade and capture additional efficiencies available through the ACP system in the most cost effective manner.*

FISCAL IMPACT

Funding for the upgrade and enhancement expenses are fully supported by the Senate Bill 2 grant (\$30,000 Fund 2300) accepted by the City Council on November 5, 2019, and the Fiscal Year 2019/20 budget as adopted by the City Council. The balance of \$52,500 for this project is available from the General Fund within the Technology Services Professional and Contractual Services accounts (1010-30-39-25410).

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Steve Hargis
Strategic Initiatives Manager

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

Concurred by:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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. Truepoint Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 11:51 AM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 1:26 PM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:46 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Truepoint Solutions, LLC, a Limited Liability Company**, with its principal place of business at **3262 Penryn Road, Suite 100-B, Loomis, California**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **Accela Civic Platform (ACP) records development, workflow, event scripting, migration assistance, as well as general consulting and expert-level support** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Accela Civic Platform (ACP) records development, workflow, event scripting, migration assistance, as well as general consulting and expert-level support** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **Accela Civic Platform (ACP) records development, workflow, event scripting, migration assistance, as well as general consulting and expert-level support** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS1. **CONTRACTOR INFORMATION:**

Contractor’s Name: **Truepoint Solutions, LLC**
 Address: **3262 Penryn Road, Suite 100-B**
 City: **Loomis** State: **CA** Zip: **95650**
 Business Phone: **916.259.1293**
 Business License Number:
 Federal Tax I.D. Number: **20-1664808**

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

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from **May 1, 2020** to **June 30, 2021** unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution

of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Keith Hobday**

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Keith Hobday**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall

be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

“Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement

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

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

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

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

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

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

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

In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the

payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**TruePoint Solutions, LLC
3262 Penryn Road, Suite 100-B
Loomis, Ca 95650
Attn: Keith Hobday**

City:

**City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Strategic Initiatives Manager, Financial &
Management Service Department**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.

- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

EXHIBIT A

CONTRACTOR'S SCOPE OF SERVICE

**City of Moreno Valley, CA
Accela Civic Platform (ACP) Additional Consulting Services**

Project Scope

The City would like additional support for the ACP implementation.

Support will include all aspects of ACP functionality, specifically issue resolution, event scripting, report writing, integrations, electronic plan review implementation and general support beyond the scope of Accela's Support Desk or in coordination with the Support Desk.

Support Estimate Breakdown

Work Assignments	120 hours
As Needed Azure Integration Support	80 hours
Day to Day support as needed	180 hours

Electronic Plan Review Implementation * 164 hours

(* Assumes Electronic Plan Review Integration with DigEplan

Budget

Task	Hours	Rate	Amount
ACP Support	544	\$150	\$81,600
Expenses			\$900
			\$82,500

Services will be billed monthly.

Attachment: Truepoint Agreement [Revision 1] (4036 : APPROVAL OF CONTRACT WITH TRUEPOINT SOLUTIONS FOR DEVELOPMENT

EXHIBIT B**THE CITY'S RESPONSIBILITIES**

1. **Provide timely access to the Technology Services and Development Services team members and sponsors for the contractor to coordinate ideas and work.**
2. **Furnish the Contractor all in-hours data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, copies of data, databases, business process documents, all newly developed and pertinent design and event data, and such other pertinent data which may become available to the City.**
3. **Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.**
4. **Provide timely City staff liaison with the Contractor when requested and when reasonably needed.**
5. **Provide timely access to all City facilities for the Contractor when requested and when reasonably needed.**

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$82,500.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the **Technology Services Division of the Financial and Management Services Department** at doril@moval.org or calls directed to (951) 413-3414.
3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf
4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or

Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO:

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF AGREEMENT WITH ADMINSURE INC. FOR PROFESSIONAL SERVICES FOR THIRD PARTY ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION PROGRAM

RECOMMENDED ACTION

Recommendation:

1. Approve the Agreement for Professional Services with AdminSure Inc., for the City of Moreno Valley's Worker's Compensation Program administration.
2. Authorize the City Manager to execute any contract extensions for Professional Services with AdminSure Inc. in the form attached hereto.

SUMMARY

This report recommends approval of the Agreement for Professional Services with AdminSure Inc. for the City of Moreno Valley's Workers Compensation Program. Funding will be utilized from the City's Workers Compensation Fund (GL: 7110-18-22-18120-620299) and has already been incorporated in the adopted budget.

DISCUSSION

The Human Resources Division administers employee recruitment, selection, performance evaluations; employee relations; training and development; safety/risk management program; and benefits services for City departments and employees. These services include providing workers' compensation benefits for the City's elected and appointed officials, workforce, and volunteers.

The City of Moreno Valley is required by state and federal law to be in operational

compliance for its Workers Compensation Program. The City's Workers Compensation Program involves a detailed knowledge of rules, regulations, laws and technical issues that if not administered properly can result in potential lawsuits and fines against the City of Moreno Valley.

On January 21, 2020 the Human Resources Division issued a Request for Proposal (RFP) for Third Party Administration of its Worker's Compensation Program to plan for the next five years of service. Seventeen (17) vendors were notified of the opportunity to provide service to the City. The issuance yielded interest of six (6) vendors with a successful proposal provided by AdminSure Inc.

AdminSure Inc. is currently the City's third party administrator and have successfully administered the City's Workers' Compensation Program for over twenty (20) years providing excellent care to the workforce and managing each case to assist the City with cost management. Working with AdminSure Inc. ensures that the City is being serviced at the highest level of quality in employee care and wellness, customer service, operational compliance and efficiency, accountability and fiscally responsible.

ALTERNATIVES

1. Approve the Agreement for Professional Services AdminSure Inc., to be the City's Third Party Administrator for its Worker's Compensation Program and; authorize the City Manager to execute any contract extensions for Professional Services with AdminSure Inc. in the form attached hereto. *This alternative will allow the City's Worker's Compensation Program to function at required levels and maintain compliance with State and Federal requirements. Staff recommends this alternative.*
2. Do not approve the Agreement for Professional Services AdminSure Inc., 3380 Shelby Street, Ontario, CA 91764 to be the City's Third Party Administrator for its Worker's Compensation Program; Do not authorize the City Manager to execute any contract extensions for Professional Services with AdminSure Inc. in the form attached hereto. *This alternative will disrupt the function of the City's Workers Compensation Program which can result in non-compliance with State and Federal requirements. Staff does not recommend this alternative*

FISCAL IMPACT

Funds were adopted as part of the Fiscal Year 2019/20 budget in the Workers' Compensation Fund - 7110-18-22-18120-620299. There is no impact to the General Fund.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Carlos Franco
Human Resources Analyst

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

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. ADMINSURE Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 12:03 PM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 1:42 PM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:44 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **Adminsure Inc., a CORPORATION**, with its principal place of business at **3380 Shelby Street, Ontario, CA 91764-5566**, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **Third Party Administrator for Worker's Compensation** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **Third Party Administrator for Worker's Compensation** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the **Third Party Administrator for Worker's Compensation** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor's Name: AdminSure Inc.
 Address: 3380 Shelby Street
 City: Ontario State: CA Zip: 91764-5566
 Business Phone: 909-718-1200 Fax No. 909-978-1131
 Other Contact Number: _____
 Business License Number: 29529
 Federal Tax I.D. Number: 95-3773318

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

Attachment: ADMINSURE Agreement (4042 : APPROVAL OF AGREEMENT WITH ADMINSURE INC. FOR PROFESSIONAL SERVICES FOR

- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from **July 1, 2020 to June 30, 2022**. Once an agreement is executed, the City may extend the services up to three one-year optional renewals unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly

removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Alithia Vargas-Flores, President** and **Linda Jones, Workers' Compensation Claims Manager**.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Alithia Vargas-Flores, President** and **Linda Jones, Workers' Compensation Claims Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney’s fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor’s performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City’s general liability insurance, employee benefits, or worker’s compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor’s obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

Attachment: ADMINSURE Agreement (4042 : APPROVAL OF AGREEMENT WITH ADMINSURE INC. FOR PROFESSIONAL SERVICES FOR

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

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

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

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

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

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

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the

Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

AdminSure
3380 Shelby Street
Ontario, CA 91764-5566
Attn: Alithia Vargas-Flores

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Human Resources Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

- benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
 4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
 5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

- 6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- 8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- 9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
- 10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- 12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- 13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

Attachment: ADMINISURE Agreement (4042 : APPROVAL OF AGREEMENT WITH ADMINISURE INC. FOR PROFESSIONAL SERVICES FOR

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

City of Moreno Valley

AdminSure

BY: _____
Dr. Yxstian A. Gutierrez
Mayor

BY: *Melinda Vazquez*

Date

TITLE: *President*
(President or Vice President)
4/21/20
Date

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

	4/21/2020
	Date
RECOMMENDED FOR APPROVAL:	_____
	Department Head

	Date

BY: *Ashley Bell*

TITLE: *Corporate Secretary*
(Corporate Secretary)
4/21/2020
Date

Attachment: ADMINSURE Agreement (4042 : APPROVAL OF AGREEMENT WITH ADMINSURE INC. FOR PROFESSIONAL SERVICES FOR THIRD

EXHIBIT A

General

A. The City of Moreno Valley’s Human Resources Division is committed to serving employees through teamwork and the constant pursuit of excellence. The Human Resources Division administers employee recruitment, selection, performance evaluations; employee relations; training and development; safety program; and benefits services for City departments and employees. These services include providing workers’ compensation benefits.

B. The Contractor shall serve as the Third Party Administrator for Workers’ Compensation. The outcome of these services will be used to ensure that the City’s Workers’ Compensation Program is being serviced at the highest level of quality in employee care and wellness, customer service, operational compliance and efficiency, accountability and fiscally responsible.

Specific

A. Third Party Program Administration will:

1. Provide professional and technical staff to perform Workers’ Compensation claims adjusting services.
2. Inform City staff of changes in the statutes, laws, rules and regulations that pertain to the City’s Workers’ Compensation claims program.
3. Advise City staff of trends or problem areas that could result in an increase in workers’ compensation claims.
4. Allow City to retain authority to designate medical examiners.
5. Attend meetings and file reviews with City staff and provide updates on the City’s open cases; Conduct seminars and training to City staff in the area of workers’ compensation claims and the state of the current law.
6. Provide statistical reports on a monthly basis that depicts the claims that have been opened and closed during the past month, the payments that have issued and the current reserves on all open workers’ compensation claims.
7. Will request a report from ISO Claim Search and/or EDEX on all new indemnity claims.
8. Complete the Third Party Administration portion of the State Annual Report (California).
9. Assume responsibility for the completion of OSHA 300 Log and 301 reports.
10. Respond to any requests the City’s excess pool, CSAC-EIA may have with regard to the City’s worker compensation claims program as well as providing any reports the excess pool may request.

B. Claims Administration

1. The assigned claims adjuster shall be fully versed in Labor Code 4850 benefits and the providing of those benefits and shall perform the following:
 - a) Create and set up new files in the Workers’ Compensation claims software program no later than 48 hours after receipt of the notice of claims from the City.
 - b) Conduct 3-point contact with the injured worker, employer and medical provider within 48 hours of receipt of claim.

Attachment: ADMINISURE Agreement (4042 : APPROVAL OF AGREEMENT WITH ADMINISURE INC. FOR PROFESSIONAL SERVICES FOR

- c) Review claim and doctor's first report of injury to determine whether to recommend acceptance or delay of the claim that is filed against the City.
- d) Issue the appropriate notices to injured employees as required under the workers' compensation provisions in the Labor Code.
- e) Monitor and pay all medical and legal expenses incurred on the City's worker compensation files.
- f) Process all requests for medical treatment through the Utilization Review provider.
- g) Submit all incurred medical bills to the medical bill review process and recommend payment as necessary.
- h) Make recommendations to the City's Human Resources Manager regarding settlement/disposition of workers' compensation claims (all settlement authority rests with the City).
- i) Review medical reports to determine the extent of permanent disability, if any, that an injured City employee may be entitled to.
- j) Make recommendations to the City's Human Resources Manager regarding the use of an investigator/surveillance.
- k) File and serve required documents with the Workers Compensation Appeals Board, if appropriate.
- l) If appropriate, appear before the Workers Compensation Appeals Board.
- m) Responsible for all CMS 111 reporting and Medicare set asides.
- n) Work with the City workers' compensation defense counsel to achieve a reasonable resolution on all of the City's litigated workers' compensation claims.
- o) If necessary, handle the subrogation aspect of a claim to recover workers' compensation costs the City incurs due to the negligence of a third party.
- p) Report appropriate claims to the City's excess pool pursuant to the current reporting guidelines of the excess pool.
- q) Present the appropriate documentation to the City's excess insurer's/pool and obtain reimbursement for any claim costs the City incurs in excess of its self-insured retention (SIR).
- r) Review all open claims at least every 45 days and determine if reserves are adequate for each claim.
- s) Maintain all files in a neat and orderly fashion in the event the Administrator maintains hard files.

C. Claim Management Claims System and Reports

1. Provide log in information to the TPA's claims management system that would allow the City's Human Resources Manager to review claim status, file notes, documents that include medical reports and amount of reserves.
2. Provide statistical reports by the 10th of each month as noted in the Program Administration section.
3. At least twice yearly, provide a spate report depicting each claim reserved at \$50,000 or higher that also includes a notation as to which claims have been reported to the City's excess pool.

4. Upon request from City, provide technical support for the use and access of the Administrator's claims system.
5. Provide custom statistical reports as requested by the City's Human Resources Division Manager.

D. Data Conversion

1. It will be the Administrator's responsibility to timely and accurately convert the City's claims data from the current claims system to the Administrator's claims software system. It is expected that the data conversion will be completed within 30 days of receipt of the City's data.

E. Financial Management

1. Currently, all workers' compensation claims payments are paid via a City checking account. It will be the TPA's responsibility to ensure that all payments are correct prior to the issuance of the check(s).
2. In the event that overpayments are issued whether to injured employees or vendors, it is the TPA's responsibility to collect any and all overpayments to injured workers or providers/vendors.
3. In the event that a penalty becomes due because of the TPA's lack of proper claims handling, it is expected that the TPA reimburses the City immediately for that penalty.

Fixed Prices

Flat Fee Claims Administration Services: Year 1 = \$2,300 per month. Each year thereafter shall not exceed a 3% adjustment.

Flat Fee Bill Review Services: \$9.00 per bill reviewed/reported; when applicable - e-bill/OCR \$0.60 cents; when applicable - 24% Preferred Provider Organization Savings.

Flat Fee Utilization Review Services: 4% with a \$750 cap per bill reviewed/reported.

There are no additional fees.

EXHIBIT B
CITY RESPONSIBILITIES
SERVICES TO BE PROVIDED TO CONSULTANT

1. Furnish the Contractor all in-house data which is pertinent to services to be performed by the Contractor and which is within the custody or control of the City, including, but not limited to, copies of record and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Contractor.
3. Provide timely City staff liaison with the Contractor when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$64,000 over the two-year contract. Any future extensions shall not exceed \$32,000 per fiscal year unless modified by an Amendment signed by all parties.

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

3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Human Resources Division at hr@moval.org or calls directed to (951) 413-3045.

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

4. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)

- E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Steve Quintanilla, Interim City Attorney

AGENDA DATE: May 19, 2020

TITLE: APPROVE SECOND AMENDED CONTRACT WITH MIKE LEE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve the Second Amendment to the Contract with Mike Lee

SUMMARY

This report recommends approval of the Second Amendment to the contract with Mike Lee to serve as City Manager

DISCUSSION

Mike Lee, who has served as the City's Economic Development Director was appointed as such by the City Manager pursuant to an Employment Agreement dated February 24, 2018. Said agreement was amended in December 17, 2019 by the City Council to appoint Mr. Lee as Interim City Manager. The attached Second Amendment to Mr. Lee's Employment Agreement makes the following changes to his terms and conditions of employment:

Duties. Mr. Lee is appointed to the position of City Manager under the terms of this Amendment.

Term. The term of Mr. Lee's Employment Agreement will be limited to a period of three (3) years, commencing July 1, 2020.

Termination. Upon termination of the Mr. Lee's Employment Agreement, all terms, and conditions of his Employment Agreement and any subsequent amended thereto shall cease and he shall not be entitled to revert back to his former position as the City's

Economic Development Director.

Annual Leave. Mr. Lee has agreed that he may not accrue in excess of 1,500 hours of Annual Leave, a decrease from his previous cap of 1,664 hours.

Other than the term and the reductions in benefits set forth above, all the other terms and provisions of Mr. Lee's Employment Agreement and in any subsequent amendments thereto, which are not in conflict with the terms and provisions of this Second Amendment shall remain in full force and effect.

ALTERNATIVES

1. Approve the Second Amendment to the Contract with Mike Lee and thereby appoint him to the position of City Manager under the terms set forth in his existing contract and as modified above.
2. Do not approve this Second Amendment to the Contract with Mike Lee.

FISCAL IMPACT

No fiscal impact. The City Council approved budget currently includes funding for the City Manager position. Any potential savings will be examined as part of the FY 20/21 first quarter budget review.

PREPARATION OF STAFF REPORT

Prepared By:
 Name Paul Early
 Title Assistant City Attorney

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. City Manager Employment Agreement - 2nd Amendment (05.12.2020) (Rev.)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/20 6:15 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/20 6:01 PM
City Manager Approval	<u>✓ Approved</u>	5/14/20 6:17 PM

**EMPLOYMENT AGREEMENT
SECOND AMENDMENT**

This Second Amended Employment Agreement ("AMENDMENT") amends the Employment Agreement ("AGREEMENT") dated February 24, 2018, and the amendment thereto dated December 17, 2019, by and between the City of Moreno Valley ("CITY") and Mike Lee ("LEE").

This AMENDMENT is entered into on this 1st day of July, 2020, by and between CITY and LEE on the following terms and conditions:

RECITALS

A. The CITY, by and through the City Council, desires to continue to employ the services of LEE as the City Manager of the CITY, as provided by Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code; and

B. LEE Desires to accept appointment as City Manager in consideration of and subject to the terms and conditions set forth in the terms of this AMENDMENT and the terms and conditions of the AGREEMENT and any prior amendments not superseded by this AMENDMENT.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Term. The term of this AMENDMENT and the AGREEMENT and any prior amendments thereto not superseded by this AMENDMENT, shall be for a period of three (3) years, commencing July 1, 2020. Notwithstanding the three (3) year period set forth above, the City Council may, with or without cause, terminate this AMENDMENT and the AGREEMENT and any prior amendments thereto not superseded by this AMENDMENT at any time.

2. Termination. At the conclusion or termination of the term of this AMENDMENT and the AGREEMENT and any prior amendments thereto not superseded by this AMENDMENT, the terms and conditions of this AMENDMENT and the terms and conditions of the AGREEMENT and any prior amendments thereto not superseded by this AMENDMENT, shall become void and LEE's employment status shall cease and he shall not be entitled to revert back to his former position as the CITY's Economic Development Director.

3. Duties. LEE accepts appointment as City Manager and shall perform all functions, duties and services set forth in this AMENDMENT and in the AGREEMENT and any prior amendments thereto not superseded by this AMENDMENT, Chapter 2.08 of Title 2 of the City of Moreno Valley Municipal Code, CITY Ordinances and state law, at the direction and under the supervision of the City Council of CITY.

3. Annual Leave. Annual Leave shall be subject to the CITY's Personnel Rules and Regulations as they apply to other Executive Management employees, except that LEE may annually "sell back" to the CITY any part of his accrued Annual Leave, so long as such transaction does not deplete LEE's total accrued Annual Leave below 200 hours. LEE may not accrue in excess of 1,500 hours of Annual Leave.

4. Performance Evaluation. The City Council shall periodically review and evaluate LEE's job performance on an annual basis. However, the failure of the City Council to evaluate Lee's job performance annually does not shall not be deemed a breach of this AMENDMENT or the AGREEMENT

Attachment: City Manager Employment Agreement - 2nd Amendment (05.12.2020) (Rev.) (4049 : APPROVE SECOND AMENDED CONTRACT

and any prior amendments thereto not superseded by this AMENDMENT.

5. Other Remaining Terms. All other terms and provisions of the AGREEMENT and in any prior amendments thereto, which are not in conflict with the terms and provisions of this AMENDMENT shall remain in full effect during the term of this AMENDMENT.

6. Acknowledgement. LEE acknowledges the he has had the opportunity to consult legal counsel in regard to this AMENDMENT, that he has read and understands this AMENDMENT, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this AMENDMENT.

IN WITNESS WHEREOF, the CITY has caused this AMENDMENT to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and LEE has signed and executed this AMENDMENT, on the date set forth below.

APPROVED:

Date: _____

Dr. Yxstian A. Gutierrez, Mayor City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, CMC & CERA, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

APPROVED:

Date: _____

Mike Lee

Attachment: City Manager Employment Agreement - 2nd Amendment (05.12.2020) (Rev.) (4049 : APPROVE SECOND AMENDED CONTRACT



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 19, 2020

TITLE: ACCEPT ADDITIONAL FUNDING FOR ITS DEPLOYMENT PHASE 1B (PROJECT 808 0015) AND DYNAMIC TRAVELER ALERT MESSAGE BOARDS (PROJECT 808 0016) PROJECTS

RECOMMENDED ACTION

Recommendations:

1. Accept \$54,700 in additional funding from the Congestion Mitigation and Air Quality (CMAQ) Program for the ITS Deployment Phase 1B project (808 0015).
2. Accept \$52,756 in additional funding from the CMAQ program for the Dynamic Traveler Alert Message Boards project (808 0016).
3. Approve the budget amendments as set forth in the Fiscal Impact Section of this report.

SUMMARY

This report recommends acceptance of \$107,456 of federal funds for two Intelligent Transportation System (ITS) projects. Acceptance of the funds will allow staff to invoice the State of California for the work, thereby reducing the amount of Development Impact Fee (DIF) funds needed.

DISCUSSION

In 2014, Moreno Valley was awarded federal funding to construct the following projects:

- 1) **ITS Deployment Phase 1B:** Add 55 intersections to the City's Advanced Traffic Management System (ATMS), which is operated in the City's Transportation

Management Center (TMC). Arterials included in the project are Ironwood Avenue, Heacock Street, Perris Boulevard, and Lasselle Street.

- 2) **Dynamic Traveler Alert Message Boards:** Install three Dynamic Message Signs to display messages to drivers about driving conditions, at the following locations:
- a) Perris Boulevard south of Cactus Avenue, for northbound traffic
 - b) Cactus Avenue east of Frederick Street, for westbound traffic
 - c) Alessandro Boulevard east of Frederick Street, for westbound traffic

The two projects are complete. City staff has full use of the constructed facilities and as a result is better able to perform incident management and relay traveler information to motorists. Additionally, completion of the ITS Deployment Phase 1B project enabled staff to reduce software maintenance expenditures.

At the time of award of the construction contract, the additional funding had been committed but not fully authorized by Caltrans. That authorization was recently granted. The recommended actions allow staff to invoice the State of California in accordance with all applicable funding requirements.

Approval of the recommended actions will support Objective 4.9 of the Momentum MoVal Strategic Plan, "Expand upon existing Intelligent Transportation Systems."

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow staff to utilize additional grant funding.*
- 2. Do not approve staff's recommended actions. *This alternative will cause additional grant funding to be unutilized.*

FISCAL IMPACT

The project is funded by the Congestion Mitigation Air Quality (CMAQ) federal program, Mobile Source Air Pollution Reductions Review Committee (MSRC), and local match (DIF Signals and Measure A). There is no impact to the General Fund.

Once the project is complete, any remaining DIF Signals funding will be transferred to fund balance.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
CIP – Capital Projects Grants	2301	2301-99-99-92301-482020	REV	\$27,395,634	\$107,456	\$27,503,090
CIP – Capital	2301	2301-70-76-80008-720199	EXP	\$7,633,068	\$107,456	\$7,740,524

Projects Grants		808 0015-2301-99		\$1,729,245	\$54,700	\$1,783,945
		808 0016-2301-99		\$384,732	\$52,756	\$437,488

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi, P.E.
Senior Engineer

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

Concurred By:
Eric Lewis, P.E., T.E.
Transportation Division Manager/City Traffic 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 4.9: Expand upon existing Intelligent Transportation Systems.

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 11:24 AM
City Attorney Approval	<u>✓ Approved</u>	5/05/20 9:38 AM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:41 PM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2020/21 (RESO NOS. 2020-)

RECOMMENDED ACTION

Recommendations:

1. As the legislative body of Community Facilities District No. 5, adopt Resolution No. 2020- , a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 5 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley, adopt Resolution No. 2020-___, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

SUMMARY

This report recommends adoption of the proposed resolutions, which approve the calculation and set the fiscal year (FY) 2020/21 maximum and applied special tax rates against real property included within Community Facilities District (CFD) 5 and Improvement Area No. 1 of CFD 7. Adoption of the resolutions also acknowledges the filing of annual reports for each CFD.

The FY 2020/21 proposed special taxes are a continuation of the special taxes currently levied on the property tax roll. Revenue received from the special tax funds the debt service and administrative expense requirements for the bonds issued on behalf of the parcels located within the CFDs. Funds collected for each CFD are restricted and can only be used for the purposes for which they are collected.

DISCUSSION

The Mello-Roos Community Facilities Act of 1982 (the "Act") allows the formation of CFDs to fund the operation and maintenance of public improvements and/or finance the construction of public infrastructure improvements by the issuance of bonds. The property owners within the boundaries of CFD No. 5 and Improvement Area No. 1 of CFD 7 approved the Rate and Method of Apportionment (RMA) and authorized the levy of a special tax on their properties as security for repayment of bonds. The RMA establishes the special tax formula (e.g. rate of annual adjustment, etc.) and how the special tax is apportioned to properties included in the CFDs to meet the annual debt service obligations of the bonds.

The special tax cannot be levied on the property tax roll nor can adjustments be made to the maximum and applied rates, as authorized by the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters), unless the City Council authorizes such actions. Adoption of the resolutions (Attachment 1 and 2) sets the maximum and applied special tax rates, approves the calculation of the rates, and approves an Annual Special Tax Report ("Report") for each CFD. The resolutions also authorize the County to levy the special tax on the FY 2020/21 property tax roll.

The maximum special tax rate is the maximum amount that can be used to calculate the special tax levied on the property tax roll. The applied special tax rate is the amount that is used to calculate the special tax actually levied on the property tax roll. The applied special tax is the amount necessary to fund the debt service obligations of the CFDs, including administration and reserves, for the upcoming fiscal year. The applied special tax rate cannot exceed the maximum special tax rate.

The FY 2020/21 applied special tax rate is recommended to adjust to cover the debt service obligations and ensure compliance with the bond covenants, as previously approved by the qualified electors.

The Report for each CFD is on file in the office of the Chief Financial Officer/City Treasurer. Each Report includes a description of the formation proceedings, identification of parcels included in the district, and the proposed maximum and applied

special taxes per parcel to be levied on the property tax roll for FY 2020/21. In addition, the Reports include the Annual Bond Accountability Report, a requirement of California Government Code Section 53411 (“Government Code”).

The Finance Subcommittee reviewed the annual adjustments proposed for the maximum assessment rates at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley’s public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Adopt the proposed resolutions and recommended actions as presented. *Staff recommends this alternative as it will allow for the collection of revenue necessary to satisfy the debt service obligations of the CFDs. It is also consistent with the bond covenants, Act, and Government Code.*
2. Do not adopt the proposed resolutions and do not approve the recommended actions. *Staff does not recommend this alternative, as it may prevent the City from levying the FY 2020/21 special tax on the property tax roll and leave the CFDs without sufficient revenue to satisfy debt service obligations. This alternative will also require the use of reserve funds to make debt service payments, which will trigger a “significant event”, affecting the City’s reputation in the bond market and its future bond sales. Furthermore, failure to file the Reports is a violation of the Act and Government Code.*
3. Do not adopt the proposed resolutions and recommended actions, but rather continue the item to a future regular City Council meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside’s deadline to include the special taxes on the FY 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the special tax as part of their annual property tax bill. The special tax, including annual adjustments, has been approved by the qualified electors through prior proceedings. Funds received for the benefit of each CFD are restricted and can only be used to fund the obligations of the district. The table below provides a summary of the proposed maximum and applied special tax rates for FY 2020/21. Parcel specific detail of the proposed maximum and applied special taxes is included in the Reports.

Proposed Annual Special Tax Rates for FY 2020/21								
District	FY 2019/20		FY 2020/21		Adjustment to Maximum ¹	Change in Applied	No. of Parcels Levied	Total Levy
	Maximum	Applied	Maximum ¹	Applied				
CFD No. 5 (Stoneridge) ²	per acre		per acre					
Developed	\$ 13,779.43	\$13,779.43	\$ 14,055.01	\$ 14,055.01	2.00%	\$ 275.58	25	\$ 431,620.10
Undeveloped	\$ 13,779.43	\$ 8,873.20	\$ 14,055.01	\$ 10,038.14	2.00%	\$ 1,164.94		
IA No. 1 of CFD No. 7 ³	per acre		per acre					
Developed	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,923.02	0.00%	\$ 1,923.02	3	\$140,841.90
Undeveloped	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	0.00%	\$ -		

¹Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD. The Annual Adjustment Rate was approved by the Qualified Electors (landowners or registered voters).

²Subject to an annual adjustment of the Maximum Special Tax equal to two percent (2%).

³Area Drainage Plan (ADP) fees allocated to this district, in accordance with the ADP Agreement (see the Report). ADP fees fully offset the 2019/20 Special Tax Requirement. The remaining balance reduces the FY 2020/21 Special Tax Requirement.

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.
Interim Assistant City 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 for CFD No. 5
- 2. Resolution for IA1 of CFD No. 7
- 3. Boundary Maps

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/20 11:38 AM
City Attorney Approval	<u>✓ Approved</u>	5/11/20 9:51 AM
City Manager Approval	<u>✓ Approved</u>	5/11/20 1:10 PM

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE COMMUNITY FACILITIES DISTRICT NO. 5 OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Community Facilities District No. 5 of the City of Moreno Valley ("CFD No. 5" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 701 ("Ordinance") to authorize a levy of a special tax within CFD No. 5; and

WHEREAS, on May 31, 2007, the City of Moreno Valley issued the Community Facilities District No. 5, 2007 Special Tax Bonds in the amount of \$5,870,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$10,652.00 per acre for fiscal year 2006/07. Per the RMA, the maximum annual special tax shall be increased by an amount equal to two percent (2%) each fiscal year in order to meet the annual special tax requirement; and

WHEREAS, the annual special tax requirement shall be applied first to developed properties based on the maximum special tax rate; and

WHEREAS, if additional monies are required to fund the annual special tax requirement, then the special tax shall be applied proportionately to all undeveloped properties; and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the

1
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 5 (3979) : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

qualified electors, for each applicable assessable parcel of real property within the District, consistent with the RMA, will provide the necessary and equitable revenue stream to fund the obligations of the District for fiscal year (FY) 2020/21; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report ("Report") for FY 2020/21, which identifies the maximum and applied special tax rates, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2020/21 maximum special tax rate for developed and undeveloped properties is set at \$14,055.01 per acre.
4. Applied Special Tax Rate for Developed Properties. The FY 2020/21 applied special tax rate for developed properties is set at \$14,055.01 per acre.
5. Applied Special Tax Rate for Undeveloped Properties. The FY 2020/21 applied special tax rate for undeveloped properties is set at \$10,038.14 per acre.

2
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 5 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

6. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
7. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.
8. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file with the CFO for review by the public upon request.
9. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
10. 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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
11. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
12. Certification. The City Clerk shall certify to the adoption of this Resolution.
13. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2020-____
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 5 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

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 19th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

5
Resolution No. 2020-___
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 5 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7, OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley ("IA1 of CFD No. 7" or "District") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 911 ("Ordinance") to authorize a levy of a special tax within IA1 of CFD No. 7; and

WHEREAS, on September 15, 2016, the City of Moreno Valley issued the Improvement Area No. 1 of Community Facilities District No. 7 of the City of Moreno Valley Special Tax Bonds in the amount of \$3,265,000; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax rate authorized to be levied pursuant to the Amended and Restated Rate and Method of Apportionment ("RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax rate for developed and undeveloped property has been established by the RMA at \$3,500 per acre. There is no escalator clause for the maximum special tax rate; and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each applicable assessable parcel of real property within the District, consistent with the RMA, will provide the necessary and equitable revenue stream to fund the obligations of the District for fiscal year (FY) 2020/21; and

1
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for IA1 of CFD No. 7 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

WHEREAS, the City, acting for and on behalf of itself and the CFD, and the property owners entered into an Area Drainage Plan (“ADP”) Fee Agreement under which the City agreed to transfer local ADP fees paid by future annexation property owners, who made payment of the ADP fees in lieu of annexing into the CFD, to the CFD and such payments will be used to offset the special tax requirement; and

WHEREAS, the District has funds available from the payment of ADP fees from future annexation property owners which is sufficient to offset a portion of the special tax requirement for FY 2020/21; and

WHEREAS, to satisfy the special tax requirement, the special tax shall be levied proportionately on (i) each assessor’s parcel of annexed property up to 100% of the applicable maximum special tax, and (ii) each assessor’s parcel of developed property up to 100% of the applicable maximum special tax; and

WHEREAS, if additional monies are required to fund the annual special tax requirement, then the special tax shall be applied proportionately to all undeveloped properties up to the maximum special tax; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, Government Code §53410 requires that on or after January 1, 2001, any bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, Government Code §54311 requires the chief fiscal officer of the issuing local agency to file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report (“Report”) for FY 2020/21, which identifies the maximum and applied special tax rates, in an amount not to exceed the maximum special tax rate, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (“CFO”) and is incorporated herein by this reference as if fully set forth; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller’s Office, to be levied on the property tax bills of parcels subject to the special tax.

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

2
Resolution No. 2020-____
Date Adopted: May 19, 2020

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2020/21 maximum special tax for developed and undeveloped properties is set at \$3,500 per acre.
4. Applied Special Tax Rate for Developed Properties. The FY 2020/21 applied special tax for developed properties is set at \$1,923.02 per acre.
5. Applied Special Tax Rate for Undeveloped Properties. The FY 2020/21 applied special tax for undeveloped properties is set at \$0.00 per acre.
6. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
7. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The CFO is hereby authorized and directed to provide all necessary information to the Treasurer and Tax Collector of Riverside County and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of IA1 of CFD No. 7 in each FY.
8. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file with the CFO for review by the public upon request.
9. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.

- 10. 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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 11. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 12. Certification. The City Clerk shall certify to the adoption of this Resolution.
- 13. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

4
Resolution No. 2020-_____
Date Adopted: May 19, 2020

Attachment: Resolution for IA1 of CFD No. 7 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

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 19th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

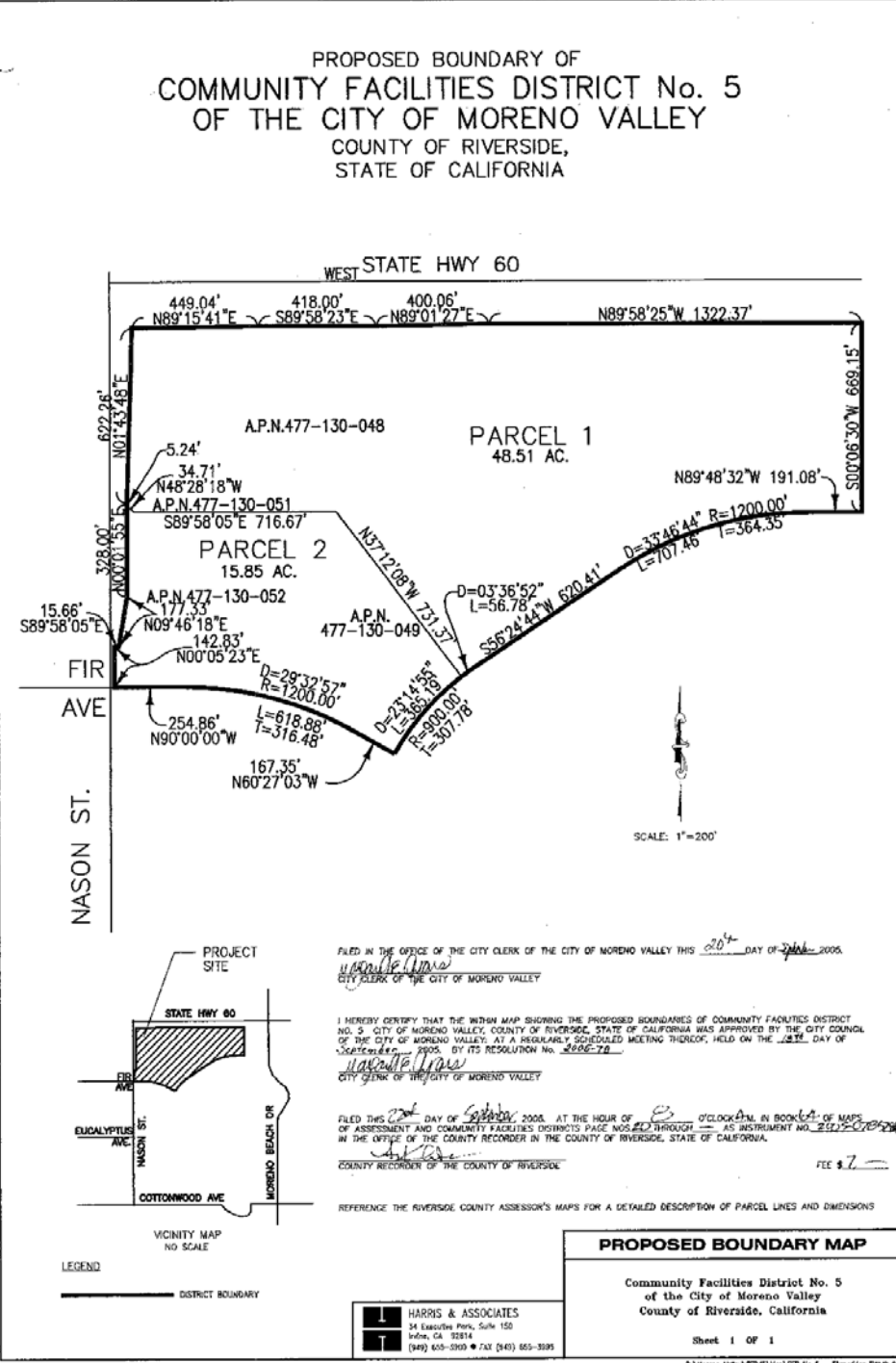
(SEAL)

5
Resolution No. 2020-___
Date Adopted: May 19, 2020

Attachment: Resolution for IA1 of CFD No. 7 (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED

CFD No. 5 Boundary Map

6/20
CITY



Attachment: Boundary Maps (3979) : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN BONDED COMMUNITY

CITY

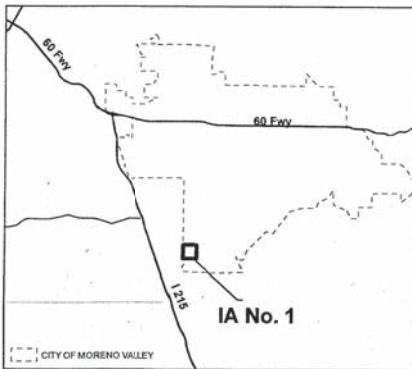
A.13.c

SHEET 1 OF 1

MAP OF PROPOSED AMENDED BOUNDARIES OF IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS 23rd DAY OF May, 2016.
Archie A. Komo
CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED AMENDED BOUNDARIES OF IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 14th DAY OF MAY, 2016. BY ITS RESOLUTION NO. 2016-30.

Archie A. Komo
CITY CLERK
CITY OF MORENO VALLEY

FILED THIS 26th DAY OF MAY, 2016, AT THE HOUR OF 8:22 O'CLOCK A. M. IN BOOK 79 PAGE(S) 74 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$10.00

INSTRUMENT NO.: 2016-0214732

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
Peter Aldana
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

THIS AMENDED BOUNDARY DIAGRAM AMENDS IMPROVEMENT AREA NO. 1 OF THE MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PRIOR RECORDED THE 16TH DAY OF MAY, 2008, IN BOOK 73, PAGES 6 TO 8 OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2008-026555 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

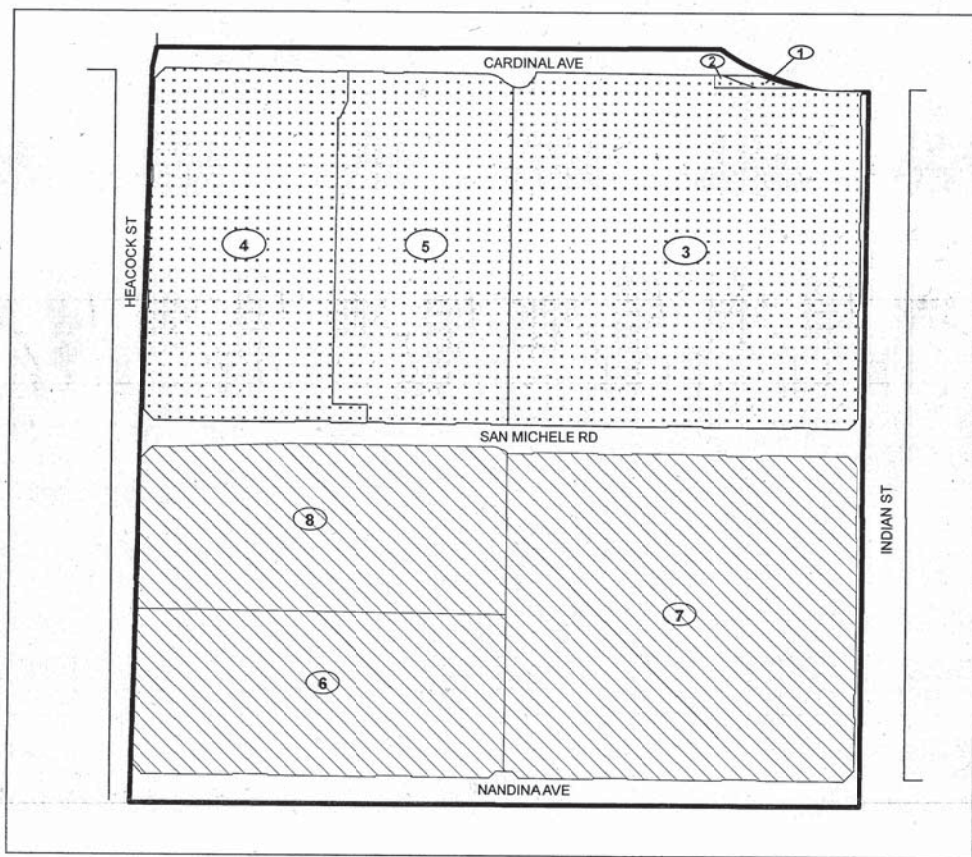
THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	316-170-018
2	316-170-020
3	316-170-023
4	316-170-025
5	316-170-026
6	316-180-012
7	316-180-013
8	316-180-014

Legend

- IMPROVEMENT AREA NO. 1 (IA NO. 1) BOUNDARY
- MAP REFERENCE NUMBER
- ZONE 1
- ZONE 2



Attachment: Boundary Maps (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR

WILLDAN
Financial Services
27368 VIA INDUSTRIA, #200
TEMECULA, CA 92590
PH: (951) 587-3500

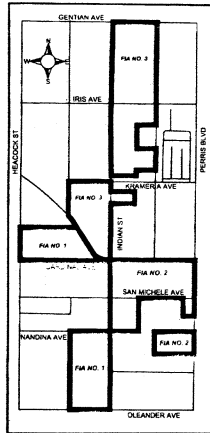
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SHEET 1 OF 3

MAP OF PROPOSED BOUNDARIES OF
FUTURE ANNEXATION AREA OF
COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

Sheets 2 and 3 (Improvement Areas No. 2 and 3) are not included in this Bond Issue.



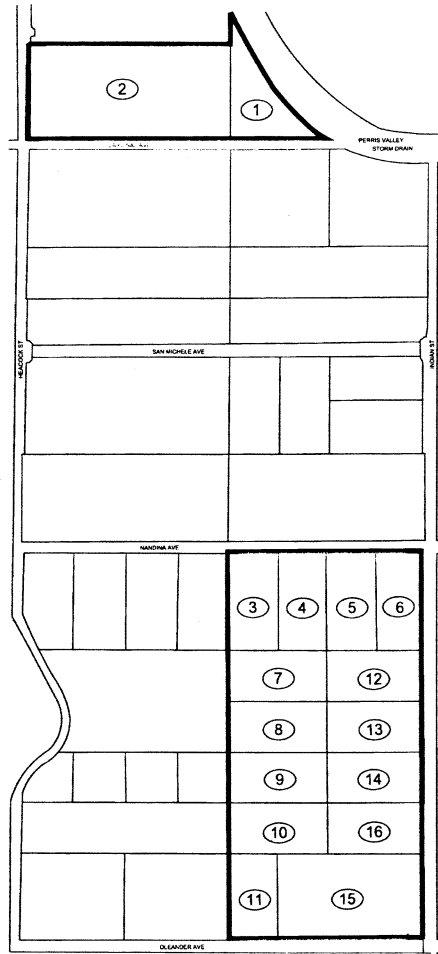
Vicinity Map

LEGEND FOR SHEET 1

BOUNDARIES OF FUTURE ANNEXATION AREA OF IA NO. 1 OF CFD NO. 7 (FIA NO. 1)

MAP REFERENCE NUMBER

MAP REF NO.	ASSESSOR'S PARCEL NO.
1	316-100-013
2	316-100-045
3	316-210-005
4	316-210-006
5	316-210-007
6	316-210-008
7	316-210-010
8	316-210-011
9	316-210-019
10	316-210-020
11	316-210-026
12	316-210-051
13	316-210-055
14	316-210-057
15	316-210-069
16	316-210-077



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 14 DAY OF May, 2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 7, 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 13 DAY OF May, 2008, BY ITS RESOLUTION NO. 2008-53.

Gene Halstead
CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS 16TH DAY OF MAY, 2008, AT THE HOUR OF 8 O'CLOCK A. M. IN BOOK 73 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) 9-11, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$ 13.00

INSTRUMENT NO.: 2008-0865596

LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

M. Garcia
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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 DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MuniFinancial
27306 Via Industria
Suite 110
Temecula, California 92590-3661
Phone (951) 697-3500 Fax (951) 697-3510

Attachment: Boundary Maps (3979 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES DISTRICTS FOR FISCAL YEAR 2020/21 (RESO NOS. 2020-)

RECOMMENDED ACTION

Recommendations:

1. As the legislative body of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. As the legislative body of Moreno Valley Community Facilities District No. 4-Maintenance, adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 4-Maintenance of the City of Moreno Valley Maximum and Applied Special Tax Rates For Fiscal Year 2020/21, and Calculation Thereof.
3. As the legislative body of Community Facilities District No. 87-1 (Towngate), adopt Resolution No. 2020- , with **no applied tax increase**, a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 87-1 Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.

4. As the legislative body of Improvement Area No. 1 of Community Facilities District No. 87-1, adopt Resolution No. 2020- , with **no applied tax increase** a Resolution of the City Council of the City of Moreno Valley, California, Approving the Continuation of the Improvement Area No. 1 of Community Facilities District No. 87-1 of the City of Moreno Valley Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
5. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

SUMMARY

This report recommends adoption of the proposed resolutions, which approve the calculation and set the fiscal year (FY) 2020/21 maximum and applied special tax rates against real property included within certain Community Facilities Districts (CFD) administered by the City. Adoption of the resolutions also acknowledges the filing of annual reports for each CFD.

The FY 2020/21 proposed special taxes are a continuation of the special taxes currently, or authorized to be, levied on the property tax roll. The applied special tax rates are proposed to remain unchanged from the FY 2019/20 applied special tax, except for CFD 87-1, Improvement Area No. 1 where the applied special tax is proposed to decrease.

Revenue received from the special tax funds maintenance and administrative expenses for the service CFDs or debt service and administrative expense requirements for the bonded CFDs. Funds collected for each CFD are restricted and can only be used within the CFD for the purposes for which they are collected.

DISCUSSION

The Mello-Roos Community Facilities Act of 1982 (the "Act") allows the formation of CFDs to fund the operation and maintenance of public improvements and/or finance the construction of public infrastructure improvements by the issuance of bonds. The property owners within the boundaries of the CFDs approved the Rate and Method of Apportionment (RMA) and authorized the levy of a special tax on their properties to fund the services of the district or as security for repayment of bonds. The RMA establishes the special tax formula (e.g. rate of annual adjustment, etc.), eligible uses of the special tax revenue, and how the special tax is apportioned to properties included in the CFDs.

The special tax cannot be levied on the property tax roll nor can adjustments be made to the maximum and applied rates, as authorized by the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters), unless the City Council authorizes such actions. Adoption of the resolutions (Attachments 1 through 4) sets the maximum and applied special tax rates, approves the calculation of the rates, and approves an Annual Special Tax Report (“Report”) for each CFD.

The maximum special tax rate is the maximum amount that can be used to calculate the special tax levied on the property tax roll. The applied special tax rate is the amount that is used to calculate the special tax actually levied on the property tax roll. The applied special tax is the amount necessary to fund the purpose of the district, including administration and reserves, for the upcoming fiscal year. The proposed applied special tax rate cannot exceed the maximum special tax rate.

The FY 2020/21 applied special tax rate is recommended to remain unchanged from the FY 2019/20 applied special tax rates. However, the applied special tax rate for CFD 87-1 Improvement Area 1 is proposed to be reduced, consistent with the decreasing special tax requirement. The recommendation is to adjust the maximum special tax rate by the annual adjustment, provided the qualified electors approved such adjustment.

The Report for each CFD is on file in the office of the Chief Financial Officer/City Treasurer. Each report includes a description of the formation proceedings, identification of parcels included in the district, and the proposed maximum and applied special taxes per parcel to be levied on the property tax roll for FY 2020/21. Reports for the service CFDs also include a description of the improvements being maintained and estimated operational and administrative costs to provide the service. The reports for the bonded CFDs also include debt service and administrative requirements. In addition, the Reports for the bonded districts include the Annual Bond Accountability Reports, a requirement of California Government Code Section 53411 (“Government Code”). A boundary map of each CFD is attached as Attachment 5.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum assessment rates at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley’s public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Adopt the proposed resolutions and recommended actions as presented. *Staff recommends this alternative as it will allow for the collection of revenue necessary to fund services and/or satisfy debt service obligations of the CFDs. It is also consistent with the bond covenants (bonded CFDs), Act, and Government Code.*

2. Do not adopt the proposed resolutions and do not approve the recommended actions. *Staff does not recommend this alternative, as it may prevent the City from levying the FY 2020/21 special taxes on the property tax roll and leave the CFDs without sufficient revenue to fund services or satisfy debt service obligations. This alternative may require a contribution from the General Fund. It will also require use of reserve funds to make debt service payments, which will trigger a “significant event”, affecting the City’s reputation in the bond market and its future bond sales. Furthermore, failure to file the Reports is a violation of the Act and Government Code.*

3. Do not adopt the proposed resolutions and recommended actions, but rather continue the item to a future regular City Council meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside’s deadline to include the special taxes on the FY 2020/21 property tax roll without incurring additional costs.*

FISCAL IMPACT

Property owners pay the special tax as part of their annual property tax bill. The special tax, including annual adjustments where applicable, has been approved by the affected qualified electors through prior proceedings. Funds received for the benefit of each CFD are restricted and can only be used to fund the obligations of the each district. The tables below provide a summary of the proposed maximum and applied special tax rates for FY 2020/21 for the bonded districts and the service districts. Parcel specific detail of the proposed maximum and applied special taxes is included in the Reports.

Proposed Annual Special Tax Rates for FY 2020/21								
Bonded CFDs								
District	FY 2019/20		FY 2020/21		Adjustment to Maximum ¹	Change in Applied	No. of Parcels Levied	Total Levy
	Maximum	Applied	Maximum ¹	Applied				
CFD No. 87-1 (Towngate)	per acre		per acre					
	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	0.00%	\$ -	0	\$0.00
CFD No. 87-1 IA1 (Towngate)	per acre		per acre					
Area 1	\$ 4,450.00	\$ 806.41	\$ 4,450.00	\$ 759.62	0.00%	\$ (46.79)	6	\$60,883.80
Area 2	\$ 3,850.00	\$ 710.00	\$ 3,850.00	\$ 668.81	0.00%	\$ (41.19)	27	\$42,308.82

¹Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD. The Annual Adjustment Rate was approved by the Qualified Electors (landowners or registered voters).

²Tax Increment, in accordance with the Agency Towngate Agreement (see the Report) fully or partially offsets the special tax requirement.

Proposed Annual Special Tax Rates for FY 2020/21								
Service CFDs								
District	FY 2019/20		FY 2020/21		Adjustment to Maximum ¹	Change in Applied	No. of Parcels Levied	Total Levy
	Maximum	Applied	Maximum ¹	Applied				
CFD No. 4-M ^{2,3} (Centerpointe) Maintenance of certain storm drain facilities	per square foot		per square foot					
	\$ 0.010688	\$ 0.004820	\$ 0.010725	\$ 0.004820	1.213%	\$ -	10	\$ 33,815.00
CFD No. 2014-01 ⁴ (Maintenance Services) Maintenance & operation of street lights and public landscaping								
Tax Rate Area								
Residential Landscaping	per parcel		per parcel		5.00%			
LM-01(A)	\$ 18.09	\$ -	\$ 18.98	\$ -		\$ -		
LM-01(B)	\$ 54.31	\$ -	\$ 57.02	\$ -		\$ -		
LM-01(C)	\$ 99.60	\$ 99.60	\$ 104.58	\$ 99.60		\$ -	8	\$ 796.80
LM-01(D)	\$ 163.00	\$ -	\$ 171.14	\$ -		\$ -		
LM-01(E)	\$ 244.51	\$ -	\$ 256.72	\$ -		\$ -		
LM-01(F)	\$ 344.13	\$ -	\$ 361.32	\$ -		\$ -		
LM-01(G)	\$ 461.88	\$ 62.66	\$ 484.96	\$ 62.66		\$ -	140	\$ 8,772.40
LM-01(H)	\$ 597.72	\$ 357.02	\$ 627.60	\$ 357.02		\$ -	55	\$ 19,636.10
LM-01(I)	\$ 751.71	\$ 63.74	\$ 789.28	\$ 63.74		\$ -	159	\$ 10,134.66
LM-01(J)	\$ 923.80	\$ -	\$ 969.98	\$ -		\$ -		
LM-01(K) ⁵	\$ 1,113.98	\$ 187.94	\$ 1,169.66	\$ 187.94		\$ -	86	\$ 16,162.84
LM-01(L)	\$ 1,322.29	\$ -	\$ 1,388.40	\$ -		\$ -		
LM-01(M)	\$ 1,548.71	\$ -	\$ 1,626.14	\$ -		\$ -		
LM-01(N)	\$ 1,793.25	\$ -	\$ 1,882.90	\$ -		\$ -		
LM-01(O)	\$ 2,055.90	\$ -	\$ 2,158.68	\$ -		\$ -		
LM-01(P)	\$ 2,336.68	\$ -	\$ 2,453.50	\$ -		\$ -		
LM-01(Q)	\$ 2,635.55	\$ -	\$ 2,767.32	\$ -		\$ -		
LM-01(R)	\$ 2,952.54	\$ -	\$ 3,100.16	\$ -		\$ -		
LM-01(S)	\$ 3,287.65	\$ -	\$ 3,452.02	\$ -		\$ -		
LM-01(T)	\$ 3,640.85	\$ -	\$ 3,822.88	\$ -		\$ -		
Non-Residential Landscaping	per proportional front footage		per proportional front footage		5.00%			
LM-02A	\$ 13.94	\$ 5.60	\$ 14.63	\$ 5.60		\$ -	11	\$ 16,148.60
LM-02B	\$ 6.96	\$ 1.55	\$ 7.30	\$ 1.55		\$ -	7	\$ 2,489.50
LM-02C	\$ 17.17	\$ -	\$ 18.02	\$ -		\$ -		\$ -
Residential Street Lighting	per parcel		per parcel					
SL-01	\$ 251.90	\$ 64.10	\$ 264.49	\$ 64.10	5.00%	\$ -	930	\$ 59,613.00
Non-Residential Street Lighting	per proportional front footage		per proportional front footage					
SL-02	\$ 4.12	\$ 1.21	\$ 4.32	\$ 1.21	5.00%	\$ -	46	\$ 42,388.90

¹Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment for each CFD. The Annual Adjustment Rate was approved by the Qualified Electors (landowners or registered voters).
²Subject to an annual adjustment based on the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year, which ends in the previous fiscal year.
³Use of unassigned reserves to reduce applied special tax.
⁴Subject to an annual escalation factor based on the greater of the increase in the annual percentage change in the CPI or five percent (5%).
⁵ The City anticipates assuming TR 31305 for maintenance in August 2020. Reserve funds will be used to fund the costs of services.

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

Concurred By:
Michael 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.

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 for CFD No. 2014-01
2. Resolution for CFD No. 4-M
3. Resolution for CFD No. 87-1
4. Resolution for CFD No. 87-1 IA1
5. Boundary Maps

APPROVALS

Budget Officer Approval ✓ Approved 5/12/20 7:02 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

5/12/20 1:15 PM
5/12/20 1:17 PM

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) MAXIMUM AND APPLIED TAX SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) ("CFD No. 2014-01" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 874 approving the rate and method of apportionment of special tax ("RMA") to authorize a levy of special taxes within CFD No. 2014-01; and

WHEREAS, on October 28, 2014, the legislative body did adopt Ordinance No. 882, providing for future annexation to the District and adopting the First Amended and Restated RMA which provides tax rates for single-family residential parcels served by typical street light and landscape improvements; and

WHEREAS, the legislative body did adopt Ordinance No. 889 on February 10, 2015, providing for future annexation to the District and adopting the Second Amended and Restated RMA which provides for the equitable apportionment of the tax with respect to single-family residential parcels and the equitable apportionment of the tax with respect to non-single-family residential parcels; and

WHEREAS, the Ordinance No. 874, Ordinance No. 882, and Ordinance No. 889 authorize the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, for fiscal year (FY) 2014/15, the maximum special tax rates for Street Lighting were as follows:

1
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

Tax Rate Area No.	Rate
SL-01 (Single-Family Residential Street Lighting)	\$197.39 per Single-Family Residential Parcel
SL-02 (Street Lighting for Property Other than Single-Family Residential)	\$3.25 per Proportional Front Footage

WHEREAS, for FY 2014/15, the maximum special tax rates for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) were as follows:

Maintenance Category	Maintenance Ratio	Rate per Single-Family Residential Parcel
LM-01A	Less than or equal to 20 square feet per Single-Family Residential Parcel	\$14.19
LM-01B	21 - 40 square feet per Single-Family Residential Parcel	\$42.58
LM-01C	41 - 70 square feet per Single-Family Residential Parcel	\$78.06
LM-01D	71 - 110 square feet per Single-Family Residential Parcel	\$127.73
LM-01E	111 - 160 square feet per Single-Family Residential Parcel	\$191.60
LM-01F	161 - 220 square feet per Single-Family Residential Parcel	\$269.66
LM-01G	221 - 290 square feet per Single-Family Residential Parcel	\$361.91
LM-01H	291 - 370 square feet per Single-Family Residential Parcel	\$468.36
LM-01I	371 - 460 square feet per Single-Family Residential Parcel	\$589.00
LM-01J	461 - 560 square feet per Single-Family Residential Parcel	\$723.83
LM-01K	561 - 670 square feet per Single-Family Residential Parcel	\$872.85
LM-01L	671 - 790 square feet per Single-Family Residential Parcel	\$1,036.07
LM-01M	791 - 920 square feet per Single-Family Residential Parcel	\$1,213.48
LM-01N	921 – 1,060 square feet per Single-Family Residential Parcel	\$1,405.08
LM-01O	1,061 – 1,210 square feet per Single-Family Residential Parcel	\$1,610.87
LM-01P	1,211 – 1,370 square feet per Single-Family Residential Parcel	\$1,830.86
LM-01Q	1,371 – 1,540 square feet per Single-Family Residential Parcel	\$2,065.04
LM-01R	1,541 – 1,720 square feet per Single-Family Residential Parcel	\$2,313.41
LM-01S	1,721 – 1,910 square feet per Single-Family Residential Parcel	\$2,575.98
LM-01T	1,911 – 2,110 square feet per Single-Family Residential Parcel	\$2,852.73

WHEREAS, for FY 2014/15, the maximum special tax rates for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) were as follows:

Maintenance Category	Maintenance Description	Rate per Proportional Front Footage
LM-02A	Median(s) (other than Medians-Shared)	\$10.94
LM-02B	Median(s)-Shared	\$5.47
LM-02C	Parkway(s)	\$13.48

2
Resolution No. 2020-
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

WHEREAS, per the RMA as amended, the maximum annual special tax shall be increased annually, beginning with FY 2015/16, by the greater of the increase in the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County Region as published by the Department of Labor's Bureau of Labor Statistics or five percent (5%); and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each assessable parcel of real property within the District will provide the necessary and equitable revenue stream to fund the services of the District for FY 2020/21; and

WHEREAS, the qualified electors authorized an annual adjustment to the maximum special tax rate through prior proceedings; and

WHEREAS, the City Council has determined that continuing the calculation of the maximum special tax rate, including an annual adjustment is necessary; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2020/21; which identifies the maximum and special tax rates, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.

3
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

3. Street Lighting Special Tax Rates. The FY 2020/21 maximum and applied special tax rates for taxable properties in Street Lighting Tax Rate Areas are as follows:

Tax Rate Area	Maximum Rate	Applied Rate
SL-01 (Single-Family Residential Street Lighting) per Single-Family Residential Parcel	\$ 264.49	\$ 64.10
SL-02 (Street Lighting for Property Other than Single-Family Residential) per Proportional Front Footage	\$ 4.32	\$ 1.21

4. Landscaping Special Tax Rates for Single-Family Residential. The FY 2020/21 maximum special tax and applied special tax rates for taxable property in Tax Rate Area No. LM-01 (Single-Family Residential Landscaping) are as follows:

Tax Rate Area	Maximum Rate	Applied Rate
Tax Rate Area LM-01	per parcel	per parcel
Tax Rate Area LM-01A	\$ 18.98	\$ -
Tax Rate Area LM-01B	\$ 57.02	\$ -
Tax Rate Area LM-01C	\$ 104.58	\$ 99.60
Tax Rate Area LM-01D	\$ 171.14	\$ -
Tax Rate Area LM-01E	\$ 256.72	\$ -
Tax Rate Area LM-01F	\$ 361.32	\$ -
Tax Rate Area LM-01G	\$ 484.96	\$ 62.66
Tax Rate Area LM-01H	\$ 627.60	\$ 357.02
Tax Rate Area LM-01I	\$ 789.28	\$ 63.74
Tax Rate Area LM-01J	\$ 969.98	\$ -
Tax Rate Area LM-01K	\$ 1,169.66	\$ 187.94
Tax Rate Area LM-01L	\$ 1,388.40	\$ -
Tax Rate Area LM-01M	\$ 1,626.14	\$ -
Tax Rate Area LM-01N	\$ 1,882.90	\$ -
Tax Rate Area LM-01O	\$ 2,158.68	\$ -
Tax Rate Area LM-01P	\$ 2,453.50	\$ -
Tax Rate Area LM-01Q	\$ 2,767.32	\$ -
Tax Rate Area LM-01R	\$ 3,100.16	\$ -
Tax Rate Area LM-01S	\$ 3,452.02	\$ -
Tax Rate Area LM-01T	\$ 3,822.88	\$ -

5. Landscaping Special Tax Rates for Property Other than Single-Family Residential. The FY 2020/21 maximum special tax and applied special tax rates

4
Resolution No. 2020-____
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

for taxable property in Tax Rate Area No. LM-02 (Landscaping for Property Other than Single-Family Residential) are as follows:

Tax Rate Area	Maximum Rate	Applied Rate
Tax Rate Area LM-02	per proportional front footage	per proportional front footage
Tax Rate Area LM-02A	\$ 14.63	\$ 5.60
Tax Rate Area LM-02B	\$ 7.30	\$ 1.55
Tax Rate Area LM-02C	\$ 18.02	\$ -

6. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
7. Collection of Special Taxes. The special taxes set forth in the Report, will be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. Notwithstanding the forgoing, any special taxes that cannot be collected on the County tax roll, or are not so collected, may be collected through direct billing by the City.
8. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
9. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the City Council shall be construed as committing the City or the District to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.
10. 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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

5
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

- 11. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 12. Certification. The City Clerk shall certify to the adoption of this Resolution.
- 13. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

6
Resolution No. 2020-____
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

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 19th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-⁷_____
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 2014-01 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE COMMUNITY FACILITIES DISTRICT NO. 4-MAINTENANCE OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, did form Community Facilities District No. 4-Maintenance of the City of Moreno Valley ("CFD No. 4-M" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Ordinance No. 697 ("Ordinance") approving the rate and method of apportionment of special taxes (RMA) to authorize a levy of a special tax within CFD No. 4-M; and

WHEREAS, the Ordinance authorizes the legislative body, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied does not exceed the maximum special tax authorized to be levied pursuant to the RMA; and

WHEREAS, the City Council adopted Resolution No. 2005-108 authorizing annexation of Territory in the future to CFD No. 4-M; and

WHEREAS, annexations to CFD No. 4-M have been conducted by the City following formation of the District; and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax rate for developed and undeveloped property has been established by the RMA at \$0.00737 per square foot of land area for fiscal year (FY) 2006/07. Per the RMA, the maximum annual special tax shall be increased each fiscal year thereafter, by an amount equal to the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the end of the calendar year; and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each assessable parcel of real property within the District will

1
Resolution No. 2020-____
Date Adopted May 19, 2020

Attachment: Resolution for CFD No. 4-M (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

provide the necessary and equitable revenue stream to fund the services of the District for FY 2020/21; and

WHEREAS, the qualified electors authorized an annual adjustment to the maximum special tax rate through prior proceedings; and

WHEREAS, the City Council has determined that continuing the calculation of the maximum special tax rate, including an annual adjustment is necessary; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2020/21, which identifies the maximum and applied annual special tax rates for each parcel, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2020/21 maximum special tax rate is set at \$0.010725 per square foot of land area.
4. Applied Special Tax Rate. The FY 2020/21 the applied special tax rate is set at \$0.004820 per square foot of land area, which is the same rate that was applied in FY 2019/20.
5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.

6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected on the Riverside County tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the Riverside County tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations.
7. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the City Council shall be construed as committing the City or the District to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.
9. 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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
10. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
11. Certification. The City Clerk shall certify to the adoption of this Resolution.
12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-4
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 4-M (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

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 19th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-5
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 4-M (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE COMMUNITY FACILITIES DISTRICT NO. 87-1 MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, formed Community Facilities District No. 87-1 ("CFD No. 87-1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 88-13 establishing the terms and conditions pertaining to the issuance of the \$9,000,000 CFD No. 87-1 Special Tax Bonds, Series "A"; and, adopted Resolution No. 91-90 establishing the terms and conditions pertaining to the issuance of the \$12,000,000 CFD No. 87-1 Special Tax Bonds, Series "B"; and

WHEREAS, the District, did previously adopt Resolution No. 94-28, which established the terms and conditions pertaining to the issuance of the CFD No. 87-1 \$14,170,000 Special Tax Refunding Bonds, Series A and \$8,530,000 Special Tax Refunding Bonds, Series B (collectively, the "Prior Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to proceed with issuing bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, this legislative body approved Resolution No. 2007-119 to authorize issuance of the 2007 Special Tax Refunding Bonds for CFD No. 87-1, which were sold on November 29, 2007, at \$10,665,000 and this legislative body approved the Bond Indenture to establish the terms and conditions pertaining to the issuance of the 2007 Special Tax Refunding Bonds; and

WHEREAS Ordinance No. 151 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (the "RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum special tax of \$11,500 per net acre is to be applied uniformly first to the developed property then, if any, to the undeveloped property at the

1
Resolution No. 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 87-1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

same maximum rate of \$11,500 per net acre. There is no escalator clause for the CFD No. 87-1 special tax rate; and

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 entitled "Agency Towngate Agreement" (the "Agreement") under which the Agency agreed to make payments to CFD No. 87-1 from tax increment (TI) revenues from the redevelopment project area; and

WHEREAS, per the Official Statement, the Agency anticipated that the TI amounts as stated in the Agreement would be sufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligations of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the Riverside Countywide Oversight Board (the "Oversight Board") a Recognized Obligation Payment Schedule (the "ROPS"), which identifies the amount of available TI payable toward the CFD No. 87-1 special tax requirement; and

WHEREAS, in the event the Oversight Board does not approve the ROPS or payment of TI in any given fiscal year, the City can submit the special tax to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the Oversight Board has approved the TI payment for fiscal year (FY) 2020/21 through June 2021; and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each applicable assessable parcel of real property within the District, consistent with the RMA, will provide the necessary and equitable revenue stream to fund the obligations of the District for FY 2020/21; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

2
Resolution No. 2020-____
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 87-1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report (the "Report") for FY 2020/21, which identifies the maximum and applied annual special tax rate, in an amount not to exceed the maximum special tax rate, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (the "CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office to be levied on the property tax bills of parcels subject to the special tax in the event TI is unavailable or insufficient to defray scheduled debt service payments on the Bonds for CFD No. 87-1 and pay the estimated administrative expenses of the District for each year that the Bonds remain outstanding.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate. The FY 2020/21 maximum special tax rate for developed and undeveloped property is \$11,500 per net acre.
4. Applied Special Tax Rate. The FY 2020/21 applied special tax rate for developed and undeveloped property is \$0.00 per net acre.
5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquencies for any other ad valorem tax.
7. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and

that the Report shall remain on file in the office of the City’s CFO for review by the public upon request.

- 8. Modifications. The City’s CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
- 9. 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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The City Clerk shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

Attachment: Resolution for CFD No. 87-1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

4
Resolution No. 2020-____
Date Adopted: May 19, 2020

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-⁵
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 87-1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

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 19th day of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2020-___
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 87-1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CITY OF MORENO VALLEY MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council of the City of Moreno Valley, California, formed Improvement Area No. 1 of Community Facilities District (CFD) No. 87-1 of the City of Moreno Valley ("CFD No. 87-1 IA1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the legislative body did adopt Resolution No. 93-16 approving the Bond Indenture terms and conditions pertaining to the issuance of the \$5,000,000 CFD No. 87-1 IA1 Special Tax Bonds ("Original Bonds"); and

WHEREAS, the legislative body of the District determined that it would be prudent in the management of the fiscal affairs of the District to issue bonds for the purpose of refunding the Original Bonds; and

WHEREAS, on October 23, 2007, the legislative body adopted Resolution No. 2007-120, which authorized the issuance of Special Tax Refunding Bonds for the District to accomplish a net reduction in the debt service requirement, and approved the Bond Indenture terms and conditions pertaining to the issuance of \$4,075,000 for CFD No. 87-1 IA1; and

WHEREAS, Ordinance No. 392 authorizes the City Council, by resolution, to annually determine the special tax to be levied in the District; provided, however the special tax to be levied shall not exceed the authorized maximum special tax to be levied pursuant to the Rate and Method of Apportionment (the "RMA"); and

WHEREAS, the Riverside County Auditor-Controller's Office requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the approved RMA for CFD No. 87-1 IA1 provides that the maximum special tax rates for CFD No. 87-1 IA1 shall be uniformly applied to the property in an amount not to exceed \$4,450 per net acre for Tax Rate Area 1 and in an amount not to exceed \$3,850 per net acre for Tax Rate Area 2. There is no escalator clause for the special tax rates; and

Attachment: Resolution for CFD No. 87-1 IA1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

WHEREAS, the former Community Redevelopment Agency (the "Agency") entered into an agreement with the City on behalf of CFD No. 87-1 and CFD No. 87-1 IA1 entitled "Agency Improvement Area Agreement" under which the Agency agreed to make payments to CFD No. 87-1 IA1 from tax increment (TI) revenues from the redevelopment project area to offset or reduce the applied special tax; and

WHEREAS, given the dissolution of the Agency in June of 2011 through California State Legislative trailer bills AB 1x 26 and AB 1x 27, and the process to discharge the obligation of the Agency, the City, as Successor Agency to the former Agency, must annually submit for approval to the Riverside Countywide Oversight Board (the "Oversight Board") a Recognized Obligation Payment Schedule (the "ROPS"), which identifies the amount of available TI payable toward the CFD No. 87-1 IA1 special tax; and

WHEREAS, in the event the Oversight Board does not approve the ROPS or payment of TI in any given fiscal year, the City can submit a special tax amount sufficient to meet the special tax requirement to the County for collection on the property tax bills provided it does not exceed the maximum special tax; and

WHEREAS, the Oversight Board has approved the TI payment for fiscal year (FY) 2020/21 through June 2021; and

WHEREAS, the City Council has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each applicable assessable parcel of real property within the District, consistent with the RMA, will provide the necessary and equitable revenue stream to fund the obligations of the District for FY 2020/21; and

WHEREAS, the calculation of the special tax is in compliance with the laws pertaining to the levy of the special tax; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, California Government Code §53410 requires that on or after January 1, 2001, any local bond measure that is subject to voter approval that would provide for the sale of bonds by a local agency shall provide accountability measures; and

WHEREAS, California Government Code §53411 requires the chief fiscal officer of the issuing local agency file an Annual Bond Accountability Report with its governing body no later than January 1, 2002, and at least once a year thereafter; and

WHEREAS, the City has prepared and submitted the Annual Special Tax and Bond Accountability Report (the "Report") for FY 2020/21, which identifies the maximum

and applied annual special tax rates, in an amount not to exceed the maximum special tax rates, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer (the "CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office to be levied on the property tax bills of parcels subject to the special tax.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the City Council.
3. Maximum Special Tax Rate for Tax Rate Area 1. The FY 2020/21 maximum special tax rate for properties located within Tax Rate Area 1 is set at \$4,450 per taxable acre for parcels within Tax Rate Area 1.
4. Applied Special Tax Rate for Tax Rate Area 1. The FY 2020/21 applied special tax rate for properties located within Tax Rate Area 1 is set at \$759.62 per taxable acre for parcels within Tax Rate Area 1.
5. Maximum Special Tax Rate for Tax Rate Area 2. The FY 2020/21 maximum special tax rate for properties located within Tax Rate Area 2 is set at \$3,850 per taxable acre for parcels within Tax Rate Area 2.
6. Applied Special Tax Rate for Tax Rate Area 2. The FY 2020/21 applied special tax rate for properties located within Tax Rate Area 2 is set at \$668.81 per taxable acre for parcels within Tax Rate Area 2.
7. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
8. Collection of Special Taxes. The special tax rates set forth in the Report, shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, and sale and lien priority in case of delinquency as is provided for ad valorem taxes.

9. Compliance with Government Code. This legislative body hereby submits the Report in compliance with the above mentioned Government Code Sections, and that the Report shall remain on file in the office of the City's CFO for review by the public upon request.
10. Modifications. The CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
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 City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. Certified Copy. The City Clerk is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
13. Certification. The City Clerk shall certify to the adoption of this Resolution.
14. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution for CFD No. 87-1 IA1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

5
Resolution No. 2020-_____
Date Adopted: May 19, 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 19th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

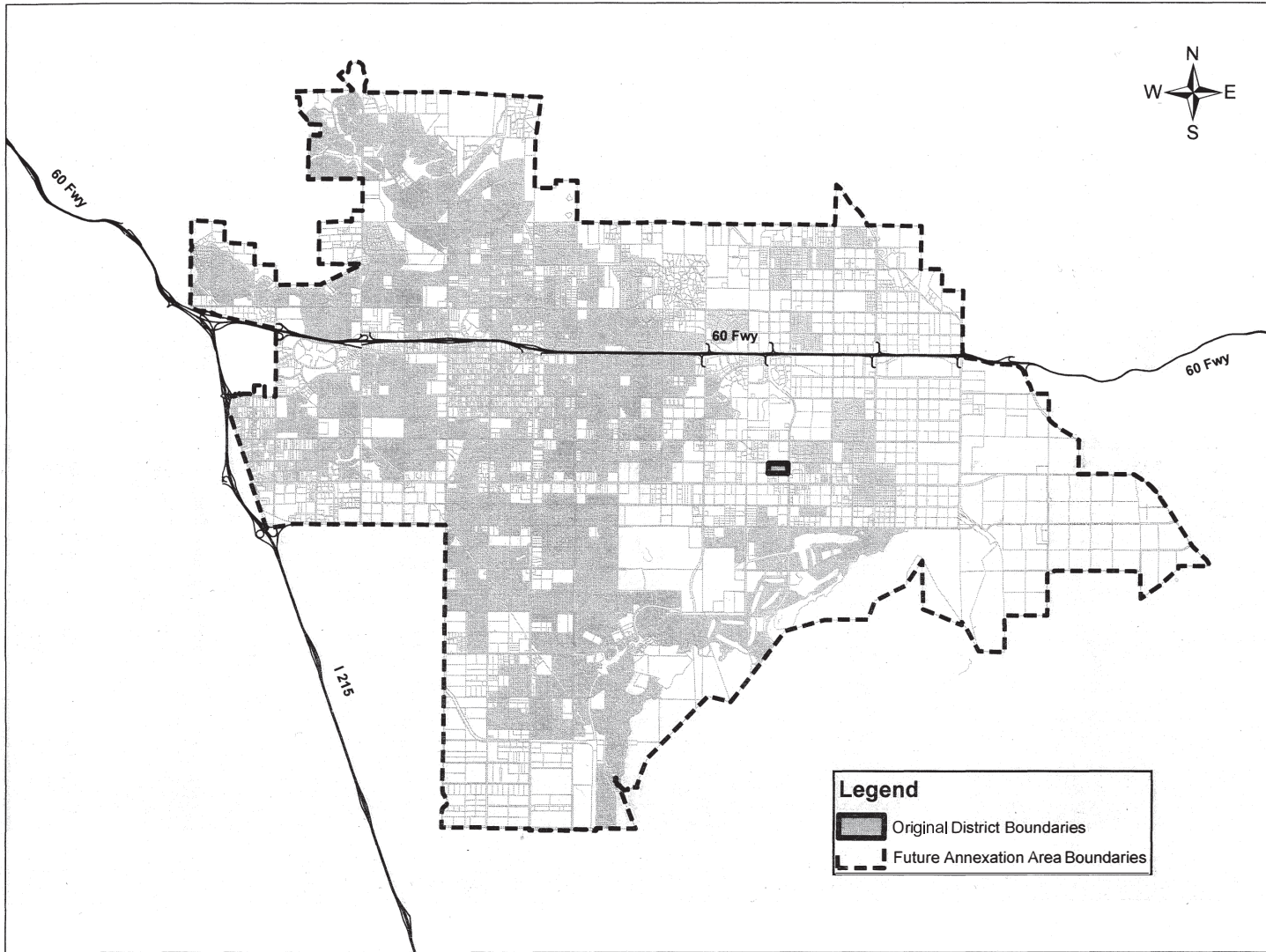
Resolution No. 2020-___
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 87-1 IA1 (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN

CITY
SHEET 1 OF 1

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)



FILED IN THE OFFICE OF THE CITY CLERK THIS 14th DAY OF December, 2014.

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE 9th DAY OF December, 2014, BY ITS RESOLUTION NO. 2014-100.

Jane Halstead
CITY CLERK
CITY OF MORENO VALLEY

FILED THIS 17th DAY OF December, 2014, AT THE HOUR OF 8:57 O'CLOCK 8 M. IN BOOK 77 PAGE(S) 78 OF MAPS OF ASSESSMENT

AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. 2014-0481134 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
Larry W. Woods 4/10/14 Fee: \$10.00

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

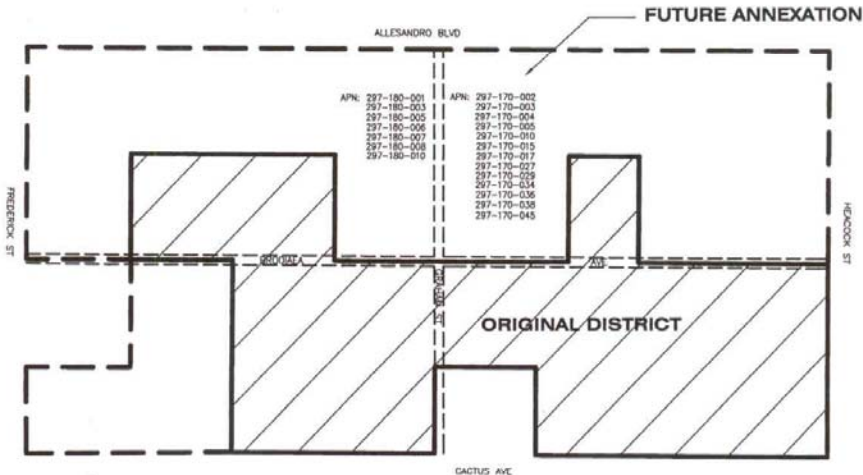
REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT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

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.

Attachment: Boundary Maps (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR

FUTURE ANNEXATION AREA OF
COMMUNITY FACILITIES DISTRICT No. 4 – MAINTENANCE
OF THE CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



VICINITY MAP
NO SCALE
LEGEND
————— DISTRICT BOUNDARY
- - - - - FUTURE ANNEXATION AREA

REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS
FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 20th DAY OF September, 2005.
Margaret Wilson
CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED FUTURE ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 4 – MAINTENANCE, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULARLY SCHEDULED MEETING, THEREOF, HELD ON THE 13th DAY OF September, 2005, BY ITS RESOLUTION No. 2005-86.
Margaret Wilson
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED THIS 22nd DAY OF September, 2005, AT THE HOUR OF 8 O'CLOCK AM, IN BOOK 64 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NOS. 17 THROUGH 17 AS INSTRUMENT NO. 2005-0785280 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
Alvin
COUNTY RECORDER OF THE COUNTY OF RIVERSIDE

FEE \$ 7.50

PROPOSED BOUNDARY MAP
Future Annexation Area of
Community Facilities District No. 4-Maintenance
of the City of Moreno Valley
County of Riverside, California
Sheet 1 OF 1

HARRIS & ASSOCIATES
34 Executive Park, Suite 150
Irvine, CA 92614
(949) 855-3500 • FAX (949) 855-3895

Attachment: Boundary Maps (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES

CFD No. 87-1 Boundary Map

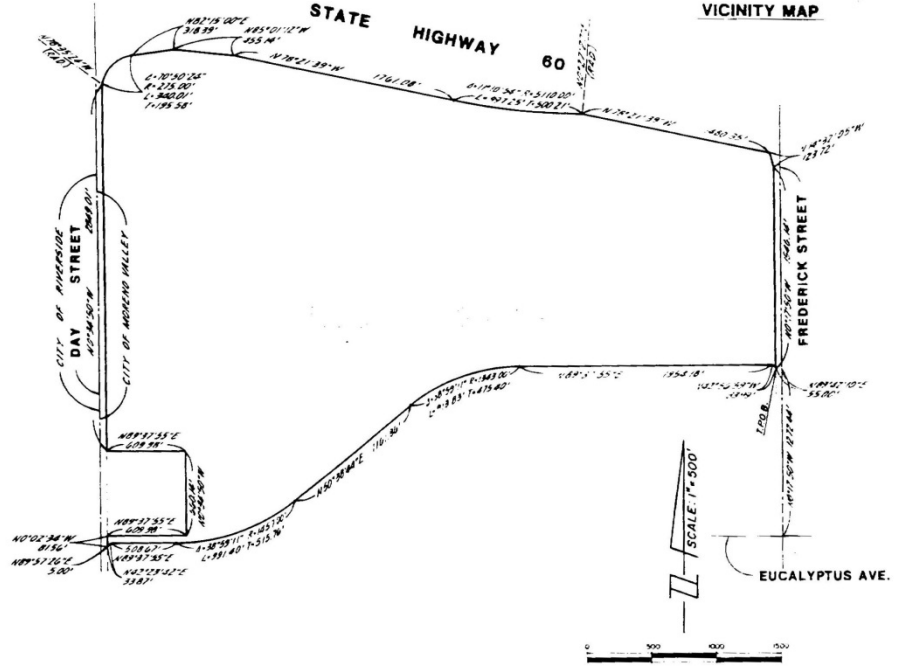
ORIGINAL
2/4

SCALE: 1"=500' SHEET 1 OF 1 SHEET

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 87-1

CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDER'S CERTIFICATE
 FILED THIS 4TH DAY OF SEPTEMBER 1987
 AT 2:00 P.M. IN BOOK 21 OF MAPS,
 AT PAGE(S) 4, AT THE REQUEST OF THE
 CITY CLERK
 FEE \$6.00 WILLIAM E. CONERLY
 COUNTY RECORDER
 NO. 259089 BY Santa Rosa



THE BASIS OF BEARINGS IS THE CENTERLINE OF FREDERICK STREET BEING NORTH 0°15'00" WEST AS SHOWN ON A MAP FILED IN BOOK NO. 18, PAGE 11, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Filed in the Office of the City Clerk of the City of Moreno Valley, California, this 25th day of August, 1987.

Teresa G. Burman
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

I hereby certify that the within map showing proposed boundaries of District No. 87-1, City of Moreno Valley, County of Riverside, State of California, was approved by the City Council of the City of Moreno Valley at a regular meeting thereof, held on the 25th day of August, 1987, by its Resolution No. 87-12.

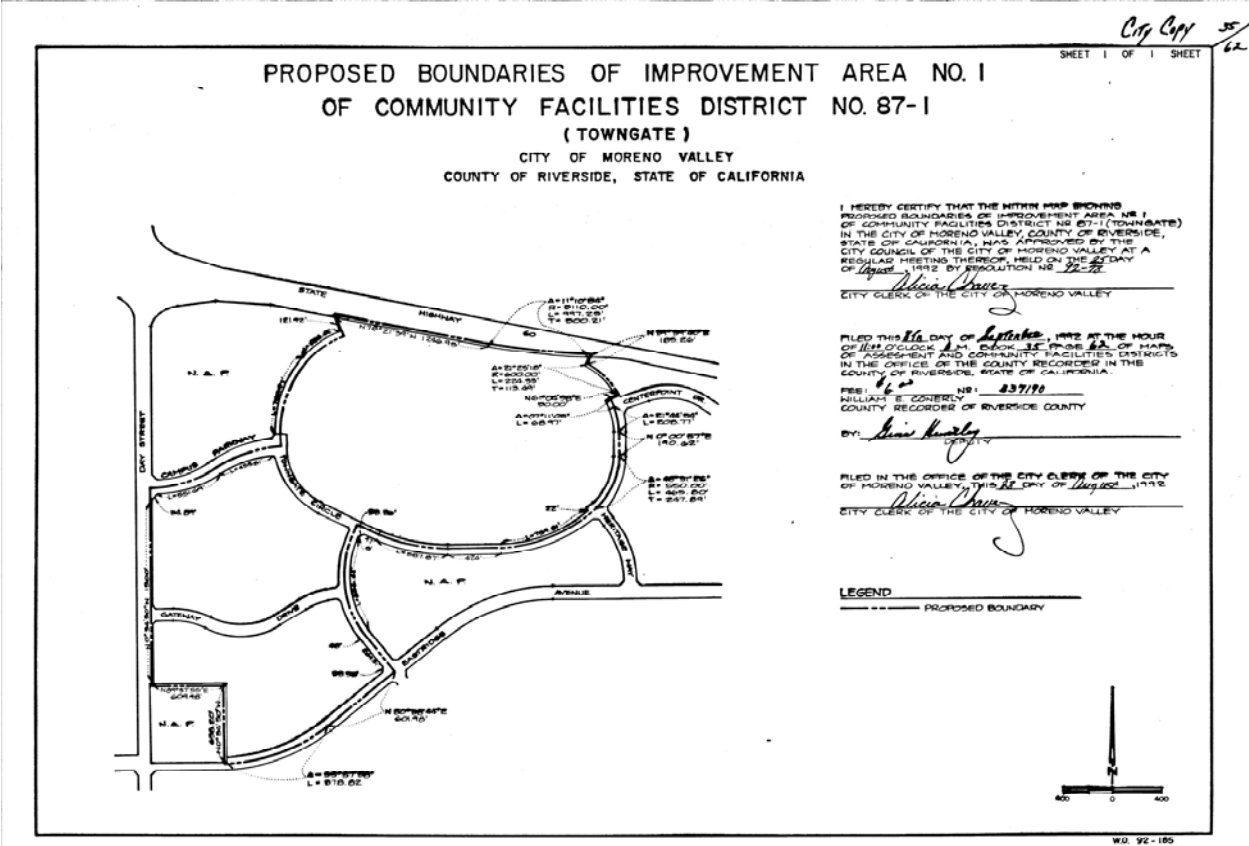
Teresa G. Burman
 CITY CLERK OF MORENO VALLEY, CALIFORNIA

PREPARED BY:
QFB & ASSOCIATES, INC.
 8809 INDIANA AVE. SUITE 201
 RIVERSIDE, CA. 92506
 (714) 781-0811

MS22-0125 7-8-87 81

Attachment: Boundary Maps (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES

CFD No. 87-1 Improvement Area 1 Boundary Map



Attachment: Boundary Maps (4037 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR CERTAIN COMMUNITY FACILITIES



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 19, 2020

TITLE: ADOPTION OF AN ORDINANCE TO AMEND MUNICIPAL CODE, TITLE 3 (REVENUE AND FINANCE), CHAPTER 12 (PURCHASING), SECTION 070 (GENERAL PROTEST PROCEDURES) FOR CONTRACTS AND PURCHASE ORDERS

RECOMMENDED ACTION

Recommendation:

1. Adoption of the attached Ordinance No. 2020-___, to update City of Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures for contracts and purchase orders.

SUMMARY

This report recommends adoption of the attached Ordinance No. 2020-XX, to update the City of Moreno Valley's Municipal Code Title 3 (Revenue and Finance), Chapter 12 (Purchasing), Section 070 (General Protest Procedures) for contracts and purchase orders. The update will allow a protestant to file a written protest with the City Clerk no later than the close of business on the second City business day after the date of bid opening.

DISCUSSION

The current City of Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures states that protestant may file a written protest with the City Clerk no later than the close of business on the second City business day after the date of award for contracts and purchase orders. The definition of the "date of award" is the date that City Council awards the construction contract to the lowest responsive and responsible bidder. The timing of the current procedures (i.e. after the City Council awards the project) require a series of actions from the City to respond to the protest and potentially

make subsequent corrections if a protest is deemed to have merit. Under the current timing, in the case where the protestant prevails, the City Council has to revoke the recently awarded contract and consider the next responsive and responsible bidder.

The League of California Cities (League) has developed a Guideline for minimizing and managing liability of bid protests. The guideline discusses how comprehensive bid protest procedures are essential for timely, fair, and efficient handling of bid protests. Good bid protest procedures, as outlined in the League's guideline, should ensure that all of the information needed to evaluate the protest is provided promptly and with finality. Further, protest procedures should be structured to avoid delaying contract award, which means short timeframes for submission and resolution. The guideline concludes that for routine Public Works bids, two or three working days is generally adequate time for a bidder to submit a protest as long as the City makes the bids available for review immediately after the bid opening.

Currently, the City of Moreno Valley uses the PlanetBids system to advertise and receive bidding for both construction projects and professional services. After the bid opening, all bid results are available in Planetbids which includes relevant information necessary for any bidder to contemplate a protest if desired. With the availability of the basic information through PlanetBids, a potential protest can be submitted within two business days after the date of bid opening.

Staff recommends to amend the Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures to allow a protest to be filed with the City Clerk no later than the close of business on the second City business day after the date of bid opening.

The specific change is outlined as follow.

Existing Code language:

Protests must be received by the city clerk no later than the close of business on the second city business day after the date of award.

Proposed Code language:

Protests must be received by the city clerk no later than the close of business on the second City business day after the date of bid opening.

The proposed timing will provide City staff adequate time to conduct any necessary bid analysis and determine if the protest has merit, prior to making a recommendation to the City Council regarding contract award.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow protestant to file a written protest with the City*

Clerk no later than the close of business on the second City business day after the date of bid opening.

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative may result in unnecessary delays in awarding construction projects and could lead to additional project costs.*

FISCAL IMPACT

There is no impact to the General Fund.

NOTIFICATION

Agenda Publication

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Capital Projects Division Manager

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

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.

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. City of Moreno Valley Municipal Code 3.12.070 General Protest Procedures
- 2. Bid Protest Ordinance

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/12/20 7:00 AM
City Attorney Approval	<u>✓ Approved</u>	5/12/20 1:34 PM
City Manager Approval	<u>✓ Approved</u>	5/12/20 1:39 PM

**Moreno Valley
Municipal Code**
**Moreno Valley,
California**



Current through Ordinance 949 and the December 2018 code supplement. For more recent amendments to this code, refer to the [CodeAlert](#) page.

This document is provided for informational purposes only. Please read the full [disclaimer](#).

- [Municipal Code Table of Contents](#)
- [Search](#)
- [Ordinance List](#)
- [Statutory References](#)
- [CodeAlert - Recently Passed Ordinances](#)

Links:

- [Moreno Valley, California - Home Page](#)

Contact:

Moreno Valley

Moreno Valley Municipal Code

Up	Previous	Next	Main		Search	Print	No Frames
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[Title 3 REVENUE AND FINANCE](#)
[Chapter 3.12 PURCHASING](#)

3.12.070 General—Protest procedures.

To the extent not inconsistent with state law the following guidelines are to be followed for protests of awards made under this chapter. Any bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation of a contract or purchase order may protest. Protests of the contents of the specifications shall not be considered. Protests must be received by the city clerk no later than the close of business on the second city business day after the date of award. Protest documents will be date and time stamped by city personnel. Failure to submit a timely protest to the city clerk shall bar consideration of such protest. It is the responsibility of the protestor to verify the date of award and that the city clerk received their protest.

The city manager or designee shall respond in writing to the protestor within five city business days. If the protestor wishes to appeal the decision rendered by the city manager or designee, such appeal must be made in accordance with the provisions for appeal set forth in Chapter [2.04](#) of this code. All protests shall be in writing and must include the following information:

- A. The name, address and telephone number of the protestor;
- B. The signature of the protestor or protestor’s representative;
- C. The solicitation, bid or contract number;
- D. A detailed statement of all legal and factual grounds for the protest;
- E. All documentation supporting the protestor’s grounds for the protest;
- F. The form of relief requested and the legal basis for such relief. (Ord. 844 § 2, 2012)

View the [mobile version](#).

Attachment: City of Moreno Valley Municipal Code 3.12.070 General Protest Procedures (4022 : ADOPTION OF AN ORDINANCE TO AMEND

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 3.12.070 GENERAL PROTEST PROCEDURES

WHEREAS, the current City of Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures states that protestant may file a written protest with the City Clerk no later than the close of business on the second City business day after the date of award; and

WHEREAS, it is recommended to update City of Moreno Valley Municipal Code Section 3.12.070 General Protest Procedures to allow protestant to file a written protest with the City Clerk no later than the close of business on the second City business day after the date of bid opening.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1.

That Section 3.12.070 of Chapter 3.12 of Title 3 of the Moreno Valley Municipal Code is deleted in its entirety and replaced with the following:

“To the extent not inconsistent with state law, the following guidelines are to be followed for protests of awards made under this chapter. Any bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation of a contract or purchase order may protest. Protests of the contents of the specifications shall not be considered. Protests must be received by the City Clerk no later than the close of business on the second City business day after the date of bid opening. Protest documents will be date and time stamped by city personnel. Failure to submit a timely protest to the City Clerk shall bar consideration of such protest. It is the responsibility of the protestor to verify the date of award and that the City Clerk received their protest.

The City Manager or their designee shall respond in writing to the protestor within five city business days. If the protestor wishes to appeal the decision rendered by the City Manager or their designee, such appeal must be made in accordance with the provisions for appeal set forth in Chapter 2.04 of this code. All protests shall be in writing and must include the following information:

- A. The name, address and telephone number of the protestor;
- B. The signature of the protestor or protestor’s representative;
- C. The solicitation, bid or contract number;

- D. A detailed statement of all legal and factual grounds for the protest;
- E. All documentation supporting the protestor’s grounds for the protest;
- F. The form of relief requested and the legal basis for such relief.”

SECTION 2. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance 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 ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. EFFECT OF ENACTMENT:

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5. NOTICE OF ADOPTION:

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

///

///

APPROVED AND ADOPTED this ____ day of _____, ____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. YYYY-__ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, YYYY, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Interim City Manager

AGENDA DATE: May 19, 2020

TITLE: FORWARD MOVAL SMALL BUSINESS GRANT

RECOMMENDED ACTION

Recommendations:

1. That the City Council approve the Forward MoVal Small Business Grant Program; and
2. Authorize the Interim City Manager to execute all documents.

SUMMARY

The City of Moreno Valley has developed the Forward MoVal Small Business Grant program to assist Moreno Valley businesses that have been adversely affected by the COVID-19 pandemic. The program sets forth one-time, emergency grant funds in the amount of \$7,500 to eligible businesses to assist with the creation and retention of jobs for Low and Moderate Income workers.

DISCUSSION

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all State residents to Stay at Home and ordered the closure of all nonessential businesses in the State of California. The impact of the global pandemic on the local business economy has led to record level unemployment, loss of revenues and business closures.

In response to this local emergency, City Staff have worked to connect businesses to federal and state sources of funding such as the Small Business Administration (SBA) loans made available through the Coronavirus Aid, Relief and Economic Security (CARES) Act and business assistance and counseling through authorized SBA resource partners. While these resources have been critical in helping local businesses

navigate the pandemic, more help is needed to help prevent further job losses for Low and Moderate Income people and the closure of small firms.

To assist local firms, the City of Moreno Valley has developed the Forward MoVal Small Business Grant program. The Program provides a one-time grant of \$7,500 to eligible Moreno Valley businesses which were negatively impacted by the economic shutdown resulting from the COVID-19 pandemic either through loss of sales, lost or reduced workforce or temporary closure.

Purpose

The purpose of the program is to preserve jobs for Low and Moderate Income workers in Moreno Valley, stimulate the local economy and assist eligible small businesses which have been negatively impacted but COVID-19.

National Objective

The program was developed to meet the national objectives of the Housing and Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) program made available through the CARES Act. The program meets the national objective of ***“benefiting Low and Moderate Income Area by satisfying the requirement of Job Creation/Retention.”***

To qualify under HUD’s CDBG requirements an applicant must:

1. Be located in an eligible Low Moderate Area (LMA) where at least 51% of the persons reside in one of the fiscal year 2020 HUD low-mod census tracts for the City. *Business must remain open for a minimum of two (2) months from the date of grant approval.*

OR

2. Provide documentation showing that the business owner, or employee, holding the job retained or created earned less than or equal to 80% of Average Median Income (AMI). Jobs created or retained must be for Moreno Valley residents. *Employees must be retained for two (2) months from the date of grant approval.*

Business Eligibility

Eligible businesses must meet all of the following:

- a. For-profit, independently owned local business.
- b. Have a current City of Moreno Valley Business License.
- c. Have a physical establishment within the City of Moreno Valley, not located in a residential area.
- d. Small businesses must employ no more than 20 full time equivalent employees, including owner(s).

- e. Meet the national objective for creating/retaining jobs that benefit Low and Moderate Income persons.
- f. Business must have been operational at least one (1) year prior to March 19, 2020.
- g. Business must be operating during the COVID-19 crisis.
- h. Business must have a demonstrated hardship due to COVID-19, such as a loss in revenue.
- i. Qualified Low and Moderate Income employees must be actively working at the business in Moreno Valley.
- j. Be in good standing with the City of Moreno Valley (e.g. no liens or judgments or outstanding Code Enforcement violations).
- k. Owner must commit to keeping employees employed and remain in operation for two months, and show documentation of employment during this period.

Eligible Use of Funds

Program funds may only be used for the following:

- Labor expense (excluding the owner)
- Rent and utilities
- Overhead expenses (insurance, maintenance, etc.)
- Business services (web site development, etc.) to increase capacity to carryout business activities
- Business inventory and supplies
- Capital or equipment purchases necessary for the business operation (excluding vehicles)

Businesses are required to identify their intended use of funds during the application process.

Application Process

All grant applications must be submitted online at the City's grant application portal located at www.moval.org.

Grant applications will be reviewed by City Staff on an ongoing basis until all funds are disbursed on a first come, first served basis. Funding decisions will be made within 30 days of receiving a complete application. If the City determines that additional information or supporting documents are needed to review an application, then the application is not considered complete. Funding may be released within two weeks of approval. The City reserves the right to deny an application for funding.

Additional restrictions apply and all funds are subject to CDBG-CV and Cares Act guidelines.

The Forward MoVal Small Business Grant shall cease providing small business grants when any of the following criteria are met: 1) when the Governor lifts the Stay at Home order and all restrictions on local businesses, including on-site dining, 2) when the City's

local emergency order issued on March 17 is no longer in effect or 3) program funds are exhausted.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Approve the Forward MoVal program and authorize City Staff to issue small business grants in the amount of \$7,500 to eligible Moreno Valley based businesses, contingent on CDBG-CV funding.
2. Do not approve the Forward MoVal program.

FISCAL IMPACT

With the Forward MoVal Small Business program the City seeks to award 45 grants in the amount of \$7,500 with an estimated administrative program cost of \$60,000 for a total program cost of \$400,000.

	Amount
Direct/Indirect Cost	\$60,000
Direct Grants	\$340,000
TOTAL	\$400,000

City Staff intends to apply for Community Development Block Grant Coronavirus (CDBG-CV) funds made available through the CARES Act to fund the Forward MoVal program. The Forward MoVal Small Business Grant program is contingent upon the award of these funds.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Jackie Melendez
Deputy City Manager

Department Head Approval:
Mike Lee
Interim City Manager

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. Forward MoVal_Grant Program

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/13/20 6:33 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/20 9:44 AM
City Manager Approval	<u>✓ Approved</u>	5/14/20 12:31 PM

Forward MoVal Small Business Grant Program Proposal

***One-time relief that you don't have to pay back.
Visit moval.org for details.***

Funding is contingent on the award of CDBG-CV funds.
Restrictions apply.

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Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)



Introduction

The City of Moreno Valley (“City”) has established the Forward MoVal Small Business Grant (“Program”) designed to stimulate economic growth and job creation/retention. The Program provides a one-time grant of \$7,500 to eligible Moreno Valley businesses which were negatively impacted by the economic shutdown resulting from the COVID-19 pandemic either through loss of sales, lost or reduced workforce or temporary closure.

The Program guidelines are in conformance with the U.S. Department of Housing and Urban Development (HUD) regulations pertaining to the use of Community Development Block Grant (CDBG) funds. The program is eligible under Sections 105(a)17 of the Housing and Community Development Act of 1974, Title 24 Section 570.203 (b) of the Code of Federal Regulation (CFR) and meets the national objective of job creation/retention benefiting persons of Low and Moderate Income in the City.

This financial assistance program is contingent on funding through the Community Development Block Grant Coronavirus (CDBG-CV) funds released under the Coronavirus Aid, Relief and Economic Security (CARES Act) 105 (a)(17)(42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).

Purpose

The City wishes to establish a \$400,000 grant fund to provide temporary economic relief to Moreno Valley businesses and to assist them in their job creation and retention efforts.

All HUD regulations under 24 CFR 570.201 and 203 shall apply. Under the CDBG-CV, HUD has specifically authorized aid to private, for-profit entities to “avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by Low and Moderate Income persons,” per the following sections (24 CFR 570.203):

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

Grant parameters and guidelines are subject to change at any time.



Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)

Emergency Funding

The emergency grant program will directly infuse up to \$400,000 into the City’s small business community and is intended to minimize business closures, loss of jobs and increase the speed of economic recovery in Moreno Valley based on the calculations below.

	Amount	Description
Direct Indirect Cost	\$60,000	Staff Salaries Overhead, advertising, rent, utilities
Direct Grants	\$340,000	A maximum of 45 individual grants may be awarded at \$7,500 each
TOTAL	\$400,000	

Funds may be made available through the CDBG-CV expansion under the CARES Act which authorizes assistance to small under section 105 (a)(17)(42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b):

Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable creation/retention of jobs held by Low and Moderate Income persons.

The Forward MoVal Small Business Grant program is contingent on award of funding through the City’s CDBG-CV funding.

Meeting a National Objective

All CDBG funded grants must meet the “National Objective” as described in the federal regulations (24 CFR 570.208). Use of funds under this Program must meet the National Objective of ***“benefiting a Low and Moderate Income Area by satisfying the requirement of “Job Creation/Retention.”***

Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)



Job Creation/Retention Requirement

An applicant that meets the Job Creation/Retention objective and qualifications will receive \$7,500 for one (1) Full Time Equivalent (FTE) job created or retained for Low and Moderate Income (LMI) persons.

To qualify, a business must:

- 1. Be located in an eligible Low Moderate Area (LMA) where at least 51% of the persons reside in one of the fiscal year 2020 HUD low-mod census tracts for the City. *Businesses must remain open for two (2) months from the date of the grant approval.*

OR

- 2. Provide documentation showing that the business owner, or employee, holding the job retained or created earned less than or equal to 80% of Average Median Income (AMI). Jobs created or retained must be for Moreno Valley residents. *Employees must be retained for two (2) months from the date of grant approval.*

Documentation may include, but is not limited to the following:

- a. Provide documentation of newly hired or retained employees to document that they qualify as a full or part-time employee;
- b. Provide proof of residence/address of employee in qualified HUD census tract for the City.
- c. Provide documentation that the job retained by the business would have been lost without the CDBG-CV assistance.

Employees must be retained for two (2) months from the date of grant approval.

All employee information is confidential and will not be released unless disclosure is required by law.

Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)



Program Eligibility

1. Business Size and Definition

For the purpose of this funding a small business shall be defined as:

A business that is independently owned and operated and which is not dominant in its field of operation and in conformity with specific industry criteria defined by the Small Business Administration (SBA). Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. As of October 2008, small businesses may self-represent their status as small disadvantaged businesses (SDB's) on the System for Award Management (SAM). Small businesses are not required to submit an application to the SBA for SDB status.

2. Business Eligibility

- a. For-profit, independently owned local business.
- b. Have a current City of Moreno Valley Business License.
- c. Have a physical establishment within the City of Moreno Valley, not located in a residential area.
- d. Small businesses must employ no more than 20 full time equivalent employees, including owner(s).
- e. Meet the national objective for creating/retaining jobs that benefit Low and Moderate Income persons.
- f. Business must have been operational at least one (1) year prior to March 19, 2020.
- g. Business must be operating during the COVID-19 crisis.
- h. Business must have a demonstrated hardship due to COVID-19, such as a loss in revenue.
- i. Qualified Low and Moderate Income employees must be actively working at the business in Moreno Valley.
- j. Be in good standing with the City of Moreno Valley (e.g. no liens or judgments or outstanding Code Enforcement violations).
- k. Owner must commit to keeping employees employed and remain in operation for two months, and show documentation of employment during this period.



3. Eligible Use of Funds

Awarded funds are intended to help businesses retain staff and continue to provide quality services to the residents of Moreno Valley. Eligible use of funds, includes:

- Labor expense (excluding the owner)
- Rent and utilities
- Overhead expenses (insurance, maintenance, etc.)
- Business services (web site development, etc.) to increase capacity to carryout business activities
- Business inventory and supplies
- Capital or equipment purchases necessary for the business operation (excluding vehicles)
- Businesses are required to identify their intended use of funds during the application process.

Program staff will follow up with the businesses and collect relevant documents that support appropriate use of grant funds.

4. Ineligible Activities

Funds may not be used for the following activities:

- Personal property
- Repayment of refinance of existing debt or to pay operating deficits tax arrearages, governmental fines or penalties or general government expenses
- Personal income or emergency situations
- Political or religious activities, lobbying or any activity prohibited in the CDBG regulations.

5. Ineligible Applicants

Due to federal funding restrictions, businesses that meet one (1) of the following criteria are not eligible for participation in the program:

- Businesses may not be a franchise or national chain.
- Business that do not currently employ LMI persons OR that are in a census tract, block group that does not service LMI persons.
- Businesses that fall into the following categories: gaming, liquor or tobacco stores, commercial cannabis businesses and manufacturing
- Speculative investment companies.
- Real estate investment companies
- Lending institutions
- Gambling operations



- Non-profit organizations
- Other businesses not serving the interest of the City of Moreno Valley or any business or activity that does not comply with local, state or federal laws.

6. Full and Part-Time Jobs

For the purpose of this grant, the small business size shall not exceed 20 FTE staff members.

Jobs may be full- or part-time to qualify for the Forward MoVal Grant. One full-time job consists of 2,080 staff hours per year. Part-time staff may be combined to make one full-time equivalent job. The minimum requirement to meet the jobs threshold for this grant shall be 2,080 for full-time and 1,040 for part-time staff hours per year.

Verifying & Documenting Eligibility

City Staff shall review all applications for thoroughness and completion. City Staff is responsible for making sure that all eligibility documents have been submitted by the business owner. Applications are to be reviewed on a first-come, first-serve basis. The application consists of the following components:

1. Applicant Information
 - a. Staff shall review that all information has been filled out.
 - b. Staff shall verify that the business has included a DUNS number. Businesses must register and obtain a DUNS number prior to submitting their application.
2. Background Information
 - a. Staff shall review that all information has been filled out.
 - b. Staff shall review answers to all questions and note areas where the business may need additional technical assistance support.
3. Financial Information
 - a. Staff shall review that all information has been filled out.
 - b. Staff shall verify that the business has identified how they plan to use grant funds. Staff will note how the business plans to use funds and will collect supporting documents and monitor grant expenses.
4. Assurance and Signatures
 - a. Staff will verify that the applicant has signed and dated the application.

Application Process

All grant applications must be submitted online at the City’s grant application portal located at www.moval.org.

Grant applications will be reviewed by City staff on an ongoing basis until all funds are disbursed on a first come, first served basis. Guidelines under 24 CFR 570.209 will be used to qualify the business as achieving the public benefit standard. Funding decisions will be made within 30 days of receiving a complete application. If the City determines that additional information or supporting documents are needed to review an application, then the application is not considered complete. Funding may be released within two weeks of approval. The City reserves the right to deny an application for funding.

Meeting Proper Public Benefit Requirement

CDBG regulations (24 CFR Part 570.209) require that Economic Development related activities provide benefit to the public. Under the HUD federal regulations, applicants creating/retaining jobs must create/ retain one (1) job for every \$50,000 funded. For qualifying Job Creation/Retention applicants:

- a. One full-time equivalent (FTE) job must be created for each \$50,000 in CDBG assistance provided;
- b. Part-time staff may be combined to make up one FTE; and,
- c. One FTE consists of 2,080 staff hours per year.

As with the National Objective requirement outlined in Section 1.4, the CDBG job creation/retention requirements will be enforced via a grant. The agreement requires that the business provide sufficient documentation to the City showing that the job creation/retention meets the above listed requirements. Once sufficient documentation is supplied to the City, no further monitoring will be required.

Other Federal Requirements

There are a number of other federal laws and requirements that are triggered by the use of CDBG funding. The City will require Awardees to comply with these CDBG regulations in conformance with standards set by HUD. The impact these federal regulations will have on a proposed project will be explained to the Awardee.

Data Universal Numbering System ID (DUNS), Insurance, & Federal Debarred List:

All businesses who wish to receive funds under this Program will be required to obtain a DUNS number. The DUNS number is free and can be obtained online at www.dnb.com. In addition, prior to funding, the City will require that the status of each business is checked to confirm they are not on the federal debarred contractors list. Applicants will

Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)



be required to obtain all proper licenses and insurance to operate legally within the community.

Federal and/or State Labor standards: Federal and/or State Labor standards and provisions (Davis Bacon Act) may apply for projects assisted with CDBG and/or other public funds. The Awardee attests that all applicable standards and provisions will be strictly adhered to, including, if applicable, prevailing wage requirements. You should seek legal and or other professional advice regarding the application of prevailing wage requirements prior to applying for a loan.

Other requirements related to CDBG funds: The Awardee agrees to comply with all other requirements associated with the use of CDBG funds, including but not limited to, Acquisition, Anti- Displacement, and Relocation provisions, Equal Opportunity and “Section 3” regulations, Contractor Eligibility and Certification provisions, and Procurement regulations (See section 8).

Special Considerations

Although all grants that meet the minimum requirements will be considered, preference will be given to applicants that meet one or more of the following:

- a. Demonstrate that funds are not available from other sources (e.g. SBA or bank financing);
- b. Show that the minimum requirements of job creation will be exceeded;
- c. Complete an approved entrepreneurial training course or other businesses training through the City’s small business program.
- d. The City reserves the right to set aside funding for special considerations.

No Conflict of Interest Allowed

In accordance with Title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities in connection with the planning and implementation of the CDBG Program shall directly or indirectly be eligible for this Program. Exceptions shall only be made as permitted, and in accordance with, Federal and California State law.

Exceptions and Special Circumstances

Except as otherwise stated herein, the City may consider requests for an exception in special circumstances if doing so would further the City’s progress in meeting its Economic Development goals. A report on the request for an exception will be prepared, which shall contain a narrative, including the staff’s recommended course of action and any written or verbal information supplied by the applicant. The **City Manager**, or his/her designee, shall make a determination of the exception request.





Reporting

Staff is required to compile and submit monthly status reports to be included in the City's monthly performance reports. Staff is required to submit their status reports no later than 15 days after the end of the reporting month.

Additional Guidelines

All funds are subject to CDBG program availability and guidelines.

City Administration

The City's Economic Development staff will serve as the primary contact for the Program. Once a grant is at the point of approval, the Program Administrator will prepare the grant package and coordinate submittal for review and approval. City staff will an initial review of all documents for compliance with CDBG requirements prior to signing by the applicant. City staff will complete required HUD CDBG financial reports for Program income. City staff will complete the proper monthly and annual reports for review, approval and submittal to the Financial and Management Services Department.

Questions regarding this Program should be directed to:

City of Moreno Valley
 Economic Development Department
 14177 Frederick Street
 Moreno Valley, CA 92552
 Phone: 951.413.3454
 Email: EDTeam@moval.org
www.moval.org/edd



EXHIBITS

EXHIBIT A: 2020 HUD INCOME LIMITS

2020 HUD INCOME LIMITS

FAMILY SIZE	1	2	3	4	5	6	7	8
EXTREMELY LOW (30%)	15,850	18,100	21,720	26,200	30,680	35,160	39,640	44,120
VERY LOW INCOME (50%)	26,400	30,150	33,900	37,650	40,700	43,700	46,700	49,700
LOW INCOME (80%)	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550

Effective: April 1, 2020

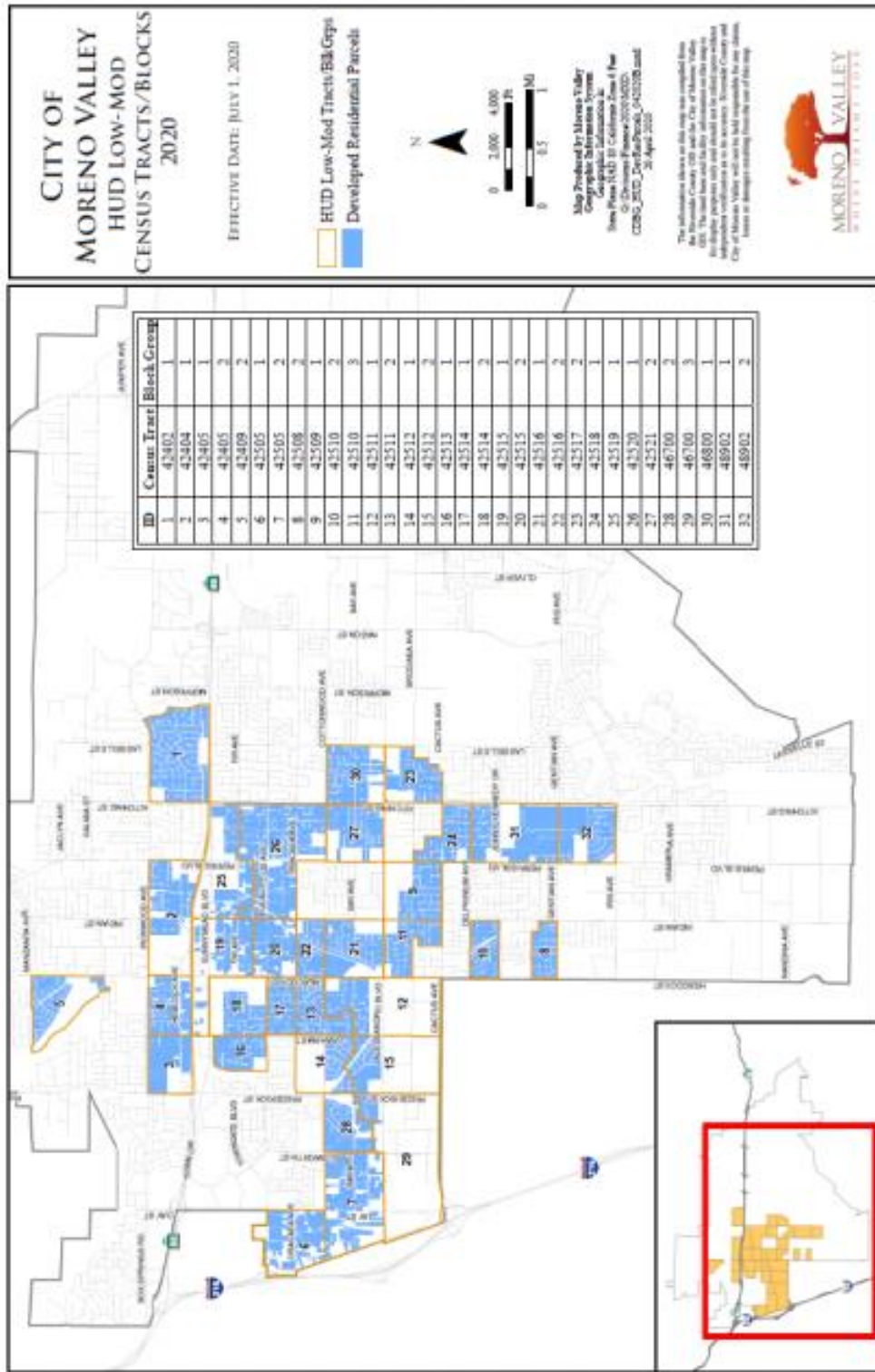
Source: <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

Attachment: Forward MoVal_Grant Program [Revision 1] (4045 : Forward MoVal Small Business Grant)



Exhibit B: HUD LOW-MOD CENSUS TRACT/BLOCKS MAP

HUD LOW-MOD CENSUS TRACT/BLOCKS MAP



Effective Date: July 1, 2020



TO:

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: May 19, 2020

TITLE: ADOPTION OF A RESOLUTION TO ESTABLISH THE CITY'S VEHICLE MILES TRAVELED METHODOLOGY AND THRESHOLDS OF SIGNIFICANCE FOR THE PURPOSE OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDED ACTION

A. APPROVE Resolution 2020-XX and thereby:

1. CERTIFY that the proposal is not a project under the State California Environmental Quality Act Guidelines section 15378(b)(5) because it involves an administrative activity involving a process and would not result in any direct or indirect environmental impacts; and
2. APPROVE Vehicle Miles Traveled (VMT) establishing the City's Vehicle Miles Travel (VMT) Methodology and Thresholds of Significance for the purpose of analyzing transportation related impacts under the California Environmental Quality Act (CEQA) included as Attachment A.

B. DIRECT staff to incorporate the VMT Methodology and Thresholds of Significance into the City's Traffic Impact Analysis (TIA) Guidelines effective July 1, 2020.

SUMMARY

The State of California is requiring the City of Moreno Valley and all other jurisdictions within the State to be consistent with Senate Bill 743 (SB 743), which changes how transportation impacts are measured under the California Environmental Quality Act (CEQA). Currently, jurisdictions use Level of Service (LOS) to measure transportation impacts from new development. SB 743 changes the measurement context to Vehicle Miles Traveled (VMT). The California State Natural Resources Agency finalized updates to the CEQA Guidelines in January, 2019 that included SB 743 modifications. Compliance with SB 743 provisions was deemed to be voluntary; however, such compliance is mandatory beginning on July 1, 2020.

The Planning Commission reviewed the proposal on April 23, 2020 and voted unanimously to recommend approval of vehicle miles traveled, and related thresholds of significance for transportation impacts under CEQA.

BACKGROUND

SB 743 changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) from using Level of Service (LOS) to using Vehicle Miles Traveled (VMT). Historically, delay and congestion were the metrics used when evaluating transportation impacts. SB743 changed the focus of transportation impact analysis in CEQA from measuring impacts to drivers to measuring the impacts of driving. This change in focus aligns analyses of transportation impacts and mitigated outcomes with California's goals of reducing greenhouse gas emissions, encouraging infill development, and improving public health.

The Western Riverside Council of Governments (WRCOG) conducted a study in 2019 with the goal of providing its member agencies with facts and recommendations about how to implement the legislation. The recommendations provided herein either are direct recommendations from the WRCOG analysis or have been adjusted to better suit Moreno Valley's needs.

Implementation will require lead agencies to determine an appropriate VMT methodology and adopt thresholds of significance. Since VMT is a new methodology to analyze transportation impacts, there is a need to develop appropriate guidance for projects subject to environmental review. The guidance is to ensure that all projects subject to review by each agency use the same data, approaches, and analytical tools.

DISCUSSION

SB 743 represents a significant departure from Moreno Valley's current practice of assessing traffic impacts according to intersection capacities and Levels of Service (LOS). The City needs to consider the following areas prior to taking any action to adopt a VMT threshold for CEQA compliance.

Methodology - methodology to forecast projected-generated VMT and a project's effect on VMT under baseline and cumulative conditions.

Thresholds of significance - threshold options that meet the intent of SB743. Threshold of significance address Vehicle Miles Traveled (VMT) which the City will use in determining a project's significant effect on the environment relating to transportation impacts. The VMT threshold will be used for projects that require environmental analysis by CEQA.

Methodology

Baseline VMT Methodology and Data: WRCOG calculated Base Year (2012) total VMT per service population (i.e., population plus employment), home-based VMT per capita, and home-based work VMT per worker, using outputs from the Southern California Association of Governments' (SCAG) Regional Transportation Plan travel forecasting model and the Riverside County Transportation Analysis Model (RIVTAM).

In addition, WRCOG used data from the California Household Travel Survey to compare model derived estimates of home-based VMT with those based on survey observations. VMT results were compared to determine the appropriate metric and data source in WRCOG's subregion. Based on the travel forecasting model review, staff recommends use of the Riverside County Travel Demand Model (RIVTAM / RIVCOM) and the VMT data. Jurisdictions and local technical experts have been utilizing RIVTAM since 2009, so there is a familiarity with the model.

WRCOG also recommends using a customized forecasting and screening tool that would use RIVTAM model inputs and outputs based on an efficiency form of VMT. This tool would be utilized to provide an initial screening of potential VMT impacts for projects and to provide evidence to support presumptions of less than significant impact findings.

Threshold of Significance

WRCOG assessed potential VMT thresholds within the context of the objectives of SB 743, legal opinions related to the legislation, proposed CEQA Guidelines updates, and the Technical Advisory produced by the Governor's Office of Planning and Research (OPR). The WRCOG project team, led by Fehr & Peers, identified four threshold options for consideration by lead agencies.

1. Thresholds consistent with OPR's Technical Advisory, recommending that proposed developments generate VMT per person that is 15% below existing VMT per capita;
2. Thresholds consistent with Lead Agency air quality, greenhouse gas emissions reduction, and energy conservation goals;
3. Thresholds consistent with the Regional Transportation Plan / Sustainable Communities Strategy future year VMT projects by jurisdiction or subregion; and
4. Thresholds based on baseline VMT performance by jurisdiction or subregion.

The City proposes the following threshold of significance for use as part of the City's future environmental review process under CEQA:

CEQA VMT Impact Threshold

1. A project would have a significant VMT impact if, in the Existing Plus Project scenario, its net VMT per capita (for residential projects) or per employee (for office and industrial projects) exceeds the average VMT for Moreno Valley. For all other uses, a net increase in VMT would be considered a significant impact.
2. If a project is consistent with the regional RTP/SCS, then the cumulative impacts shall be considered less than significant subject to consideration of other substantial evidence. If it is not consistent with the RTP/SCS, then it would have a significant VMT impact if:
 - a) For residential projects its net VMT per capita exceeds the average VMT

per capita for Moreno Valley in the RTP/SCS horizon-year.

- b) For office and industrial projects its net VMT per employee exceeds the average VMT per employee for Moreno Valley in the RTP/SCS horizon-year
- c) For all other land development project types, a net increase in VMT in the RTP/SCS horizon-year would be considered a significant impact.

Mitigation

Any initial study prepared for a proposed project would consider and address the above threshold of significance, in addition to the other questions presented in the Initial Study checklist. If the project exceeds the threshold, it would normally be determined that the proposed project would have a significant impact on the environment, thereby requiring VMT reduction measures. WRCOG reviewed Transportation Demand Management (TDM) strategies and their effectiveness for reducing VMT. Given Moreno Valley's suburban land use context, the following key strategies provide the best opportunities to reduce VMT:

- Project-level mitigation includes measures such as site design, location efficiency, and building operations.
- Increase diversity of land uses - This strategy focuses on inclusion of mixed uses within projects or in consideration of the surrounding area to minimize vehicle travel in terms of both the number of trips and the length of those trips.
- Provide pedestrian network improvements - This strategy focuses on creating a pedestrian network with the project and connecting to nearby destinations.
- Provide traffic calming measures and low-stress bicycle network improvements - Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. Building a low-stress bicycle network produces a similar outcome.
- Implement car-sharing program - This strategy reduces the need to own a vehicle or reduces the number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential.
- Increase transit service frequency and speed - This strategy focuses on improving transit service convenience and travel time competitiveness with driving. New forms of low-cost demand-responsive transit service could be provided.
- Encourage telecommuting and alternative work schedules. This strategy relies on effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting.
- Provide ride-sharing programs - This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants and has similar limitations as the strategy above.

Traffic Impact Analysis Guidelines

As a result of the new legislation, Moreno Valley's Traffic Impact Analysis (TIA) Guidelines will be revised to ensure consistency with SB 743. The revisions will incorporate VMT guidance consistent with the discussion included in this staff report and updates to the LOS guidelines currently being utilized. The TIA Guidelines will discuss the methodology and thresholds of significance for Vehicle Miles Traveled and will incorporate LOS for General Plan consistency as applicable. TIA Guidelines will also include screening methodologies to provide an initial screening of potential VMT impacts for projects and to provide evidence to support presumptions of less than significant impact findings.

ENVIRONMENTAL

The proposal is not a project under the State California Environmental Quality Act Guidelines section 15378(b)(5) because it involves an administrative activity involving a process and would not result in any direct or indirect environmental impacts.

NOTIFICATION

This item was noticed via publication of the agenda.

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. City Council Resolution Vehicle Miles Traveled final

APPROVALS

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING VEHICLE MILES TRAVELED AND RELATED THRESHOLDS OF SIGNIFICANCE FOR THE PURPOSE OF ANALYZING TRANSPORTATION RELATED IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA Guidelines”) encourages public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies, provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (“OPR”) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (“VMT”), meaning the amount and distance of automobile travel attributable to a project, as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by “level of service” and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

Resolution No. 2020-_____
Date Adopted: May 19, 2020

Attachment: City Council Resolution Vehicle Miles Traveled final (4032 : Adoption of Resolution to establish the City's Vehicle Miles Traveled

WHEREAS, CEQA Guidelines section 15064.3 goes into effect on July 1, 2020 requiring that public agencies State wide comply with the specific considerations for evaluating a project’s transportation impacts provided in this section; and

WHEREAS, on April 23, 2020, the Planning Commission of the City of Moreno Valley determined that the proposal is not a project under the State California Environmental Quality Act (CEQA) Guidelines section 15378(b)(5) because it involves an administrative activity involving a process and would not result in any direct or indirect environmental impacts; and

WHEREAS, on April 23, 2020, the Planning Commission held a public meeting to consider the staff recommendation and unanimously approved Planning Commission Resolution 2020-18, recommending that the City Council approve vehicles miles traveled and related thresholds for purposes of analyzing transportation impacts under CEQA.

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

SECTION 1. Approval of Resolution 2020-XX

APPROVE Resolution 2020-XX and thereby:

1. CERTIFY that the proposal is not a project under the State California Environmental Quality Act Guidelines section 15378(b)(5) because it involves an administrative activity involving a process and would not result in any direct or indirect environmental impacts; and
2. APPROVE Vehicle Miles Traveled (VMT) establishing the City’s Vehicle Miles Travel (VMT) Methodology and Thresholds of Significance for the purpose of analyzing transportation related impacts under the California Environmental Quality Act (CEQA) included as Attachment A.

SECTION 2. Traffic Impact Analysis Guidelines

Direct staff to incorporate the VMT Methodology and Thresholds of Significance into the City’s Traffic Impact Analysis (TIA) Guidelines effective July 1, 2020.

SECTION 3. Effective Date

This Resolution shall become effective on July 1, 2020.

2
Resolution No. 2020-_____
Date Adopted: May 19, 2020

Attachment: City Council Resolution Vehicle Miles Traveled final (4032 : Adoption of Resolution to establish the City's Vehicle Miles Traveled

Approved and adopted this 19th day of May, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: May 19, 2020

Attachment: City Council Resolution Vehicle Miles Traveled final (4032 : Adoption of Resolution to establish the City's Vehicle Miles Traveled

RESOLUTION JURAT

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

I, Pat Jaquez-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 19th day of May, 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: May 19, 2020

Attachment: City Council Resolution Vehicle Miles Traveled final (4032 : Adoption of Resolution to establish the City's Vehicle Miles Traveled



Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1 FOR FISCAL YEAR 2020/21 (RESO. NO. CSD 2020-)

RECOMMENDED ACTION

Recommendations:

1. Acting in its capacity as the Board of Directors for the CSD and as the legislative body of Community Facilities District No. 1, adopt Resolution No. CSD 2020- , with **no applied tax increase**, a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Community Facilities District No. 1 Maximum and Applied Special Tax Rates for Fiscal Year 2020/21, and Calculation Thereof.
2. Authorize the Chief Financial Officer to adjust the proposed special tax rates in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax does not exceed the maximum special tax and is in compliance with the Rate and Method of Apportionment of Special Tax for the district.

SUMMARY

This report recommends adoption of the proposed resolution, which approves the calculation and sets the maximum and applied special tax rates against real property included within Community Facilities District (CFD) No. 1 (Park Maintenance) (the "District") and authorizes the levy of the applied special tax on the fiscal year (FY)

2020/21 property tax roll. Adoption of the resolution also acknowledges the filing of an annual report for the District.

The FY 2020/21 proposed special tax is a continuation of the special tax currently, or authorized to be, levied on the property tax roll. The applied special tax rate is proposed to remain unchanged from the FY 2019/20 applied special tax rate.

Revenue received from the special tax funds maintenance and operation expenses for the District's facilities. Funds collected for the CFD are restricted and can only be used for the purposes for which they are collected.

DISCUSSION

The Mello-Roos Community Facilities Act of 1982 (the "Act") allows the formation of CFDs to fund the operation and maintenance of public improvements and/or finance the construction of public infrastructure improvements. The District was established in 2003 to provide a funding source for Services of the District's Parks and Park Improvement facilities, as defined in the Rate and Method of Apportionment (RMA). It provides property owners with a mechanism to fund the Services for the District's facilities, a requirement for the development of their property to residential use.

When the District was formed, or at the time of annexation into the District, the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) approved the RMA and authorized the levy of a special tax on the annual property tax bill of their properties. The RMA establishes the special tax formula (e.g. rate of annual adjustment, etc.), eligible uses of the special tax revenue, and how the special tax is apportioned to properties included in the District.

The special tax cannot be levied on the property tax roll nor can adjustments be made to the maximum and applied rates, as authorized by the qualified electors, unless the CSD Board authorizes such actions. Adoption of the resolution (Attachment 1) sets the maximum and applied special tax rates, approves the calculation of the rates, and approves an Annual Special Tax Report ("Report") for the District. The resolution also authorizes the County to levy the special tax on the FY 2020/21 property tax roll.

The maximum special tax rate is the maximum amount that can be used to calculate the special tax levied on the property tax roll. The applied special tax rate is the amount that is used to calculate the special tax actually levied on the property tax roll. The special tax is calculated by applying the rate on a per dwelling unit basis of those parcels in the District. The applied special tax is the amount necessary to fund the Services of the District, including administration and reserves, for the upcoming fiscal year. The applied special tax rate cannot exceed the maximum special tax rate.

The FY 2020/21 applied special tax rate is recommended to remain unchanged from the FY 2019/20 applied special tax rate. The recommendation is to adjust the maximum special tax rate by the annual adjustment (2.96% Consumer Price Index), as previously approved by the qualified electors.

The Report includes a description of the formation proceedings, a description of the park facilities, boundary map and list of parcels in the District, estimated operational and administrative costs to provide the Services, and the proposed maximum and applied special taxes per parcel to be levied on the property tax roll for FY 2020/21. A boundary map of the District is also included as Attachment 2. The Report is on file with the Chief Financial Officer/City Treasurer and accessible from the City's website (www.moval.org/sf).

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum assessment rates at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Adopt the proposed resolution and recommended actions as presented. *Staff recommends this alternative as it will allow for the collection of revenue necessary to fund the Services. It is also consistent with the Act.*
2. Do not adopt the proposed resolution and do not approve the recommended actions. *Staff does not recommend this alternative, as it may prevent the City from levying the FY 2020/21 special tax on the property tax roll and leave the District without sufficient revenue, which may require a contribution from the General Fund. Furthermore, failure to file the Report is a violation of the Act.*
3. Do not adopt the proposed resolution and recommended actions, but rather continue the item to a future regular CSD Board meeting. *Staff does not recommend this alternative, as it may prevent the City from meeting the County of Riverside's deadline to include the special taxes on the FY 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the special tax as part of their annual property tax bill. The special tax, including annual adjustments, has been approved by the qualified electors through prior proceedings. Funds received for the benefit of CFD No. 1 are restricted and can only be used to fund the Services of the District. The table below provides a summary of the proposed special tax rates for FY 2020/21. Parcel specific detail of the proposed maximum and applied special taxes is included in the Report.

Proposed Annual Special Tax Rates for FY 2020/21								
District	# of Dwelling Units	FY 2019/20		FY 2020/21		Adjustment to Maximum ¹	Change in Applied	Special Tax Revenue
		Maximum	Applied	Maximum ¹	Applied			
CFD No. 1 ² (Park Maintenance)	9,235	Per Dwelling Unit		Per Dwelling Unit				
		\$ 176.37	\$ 146.32	\$ 181.59	\$ 146.32	2.96%	\$ -	\$1,351,265.20

¹Maximum rates are based on a predetermined formula as outlined in the Rate and Method of Apportionment. The annual adjustment rate is approved by the Qualified Electors (landowners or registered voters).

²Subject to an annual adjustment based on the percentage increase in the CPI or by two percent (2%), whichever is greater.

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.
Interim Assistant City Manager/
Public Works Director/City Engineer

Concurred By:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Resolution for CFD No. 1
- 2. Boundary Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/20 11:40 AM
City Attorney Approval	<u>✓ Approved</u>	5/11/20 10:35 AM
City Manager Approval	<u>✓ Approved</u>	5/11/20 1:13 PM

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE COMMUNITY FACILITIES DISTRICT NO. 1 MAXIMUM AND APPLIED SPECIAL TAX RATES FOR FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the City Council for the City of Moreno Valley, California, acting in its capacity as the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), did form Community Facilities District No. 1 ("CFD No. 1" or "District") pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, following approval by the qualified electors of the District, the CSD Board, acting as the legislative body, did introduce and adopt Ordinance No. CSD-40 (Urgency Ordinance) and CSD-41 (an Ordinance to authorize the levy of a special tax within CFD No. 1); and

WHEREAS, Ordinance No. CSD-41 authorizes the CSD Board, by resolution, to annually determine the special tax to be levied in the District; provided, however, the special tax to be levied shall not exceed the maximum special tax authorized to be levied pursuant to the rates and method of apportionment of special tax (RMA); and

WHEREAS, the CSD Board adopted Resolution No. CSD 2003-26 authorizing annexation of Territory in the future to CFD No. 1; and

WHEREAS, annexations to CFD No. 1 have been conducted by the Community Services District following formation of the District; and

WHEREAS, the County of Riverside requires the adoption of a resolution for submission with the annual special taxes for placement on the Riverside County property tax bills; and

WHEREAS, the maximum annual special tax for developed and undeveloped property has been established by the RMA at \$115.00 per parcel/dwelling unit for fiscal year (FY) 2003/04. Per the RMA, beginning in FY 2004/05 and for each subsequent fiscal year, the maximum annual special tax shall be increased by the percentage increase in the Consumer Price Index (All Items), or by two percent (2%), whichever is greater; and

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Resolution No. CSD 2020-__
Date Adopted: May 19, 2020

WHEREAS, the CSD Board has determined that continuing the calculation of the applied special tax and application of the special tax, as previously approved by the qualified electors, for each assessable parcel of real property within the District will provide the necessary and equitable revenue stream to fund the services of the District for FY 2020/21; and

WHEREAS, the qualified electors authorized an annual adjustment to the maximum special tax rate through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum special tax rate, including an annual adjustment, is necessary; and

WHEREAS, the calculation of the special tax is in compliance with laws pertaining to the levy of the special taxes; and

WHEREAS, the special tax is levied without regard to property valuation; and

WHEREAS, the City has prepared and submitted the Annual Special Tax Report ("Report") for FY 2020/21, which identifies the maximum and applied special taxes, in an amount not to exceed the maximum special tax, and the calculation thereof; and

WHEREAS, the Report is on file in the office of the City Treasurer/Chief Financial Officer ("CFO") and is incorporated herein by this reference; and

WHEREAS, the annual special taxes shall be submitted to the Riverside County Auditor-Controller's Office, to be levied on the property tax bills of parcels subject to the special tax.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report, on file in the office of the City's CFO, is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum Special Tax Rate. The FY 2020/21 maximum special tax rate per parcel/dwelling unit is set at \$181.59
4. Applied Special Tax Rate. The FY 2020/21 applied special tax rate per parcel/dwelling unit is set at \$146.32, which is the same rate that was applied in FY 2019/20.

2
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

5. Confirming the Rates. The maximum and applied special tax rates are hereby confirmed for each parcel of real property within the District, as set forth in the Report.
6. Collection of Special Taxes. The special taxes set forth in the Report, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedures, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the District may utilize a direct billing procedure for any special taxes that cannot be collected on the County tax roll or may, by resolution, elect to collect the special taxes at a different time or in a different manner if necessary to meet its financial obligations.
7. Modifications. The City's CFO is authorized to adjust the special taxes levied on the property tax roll in the event there are parcel changes, clerical errors, new parcels annexed into the District, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the RMA.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD or the District to provide all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue for the District.
9. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 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 2020-4
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 1 (3980 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR COMMUNITY FACILITIES

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 19th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁵
Date Adopted: May 19, 2020

Attachment: Resolution for CFD No. 1 (3980 : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR COMMUNITY FACILITIES

BOUNDARIES
COMMUNITY FACILITIES DISTRICT NO. 1 (FUTURE ANNEXATION AREA)
OF THE
CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDED THIS 17th DAY OF June, 2003 AT THE HOUR OF 8 O'CLOCK A.M. IN BOOK 53 PAGES 28 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$0.00 NO: 2003-491275
GARY L. ORSO, RIVERSIDE COUNTY ASSESSOR-CLERK-RECORDER

BY: [Signature]
DEPUTY



RECORDED IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY THIS 5 DAY OF JUNE, 2003.

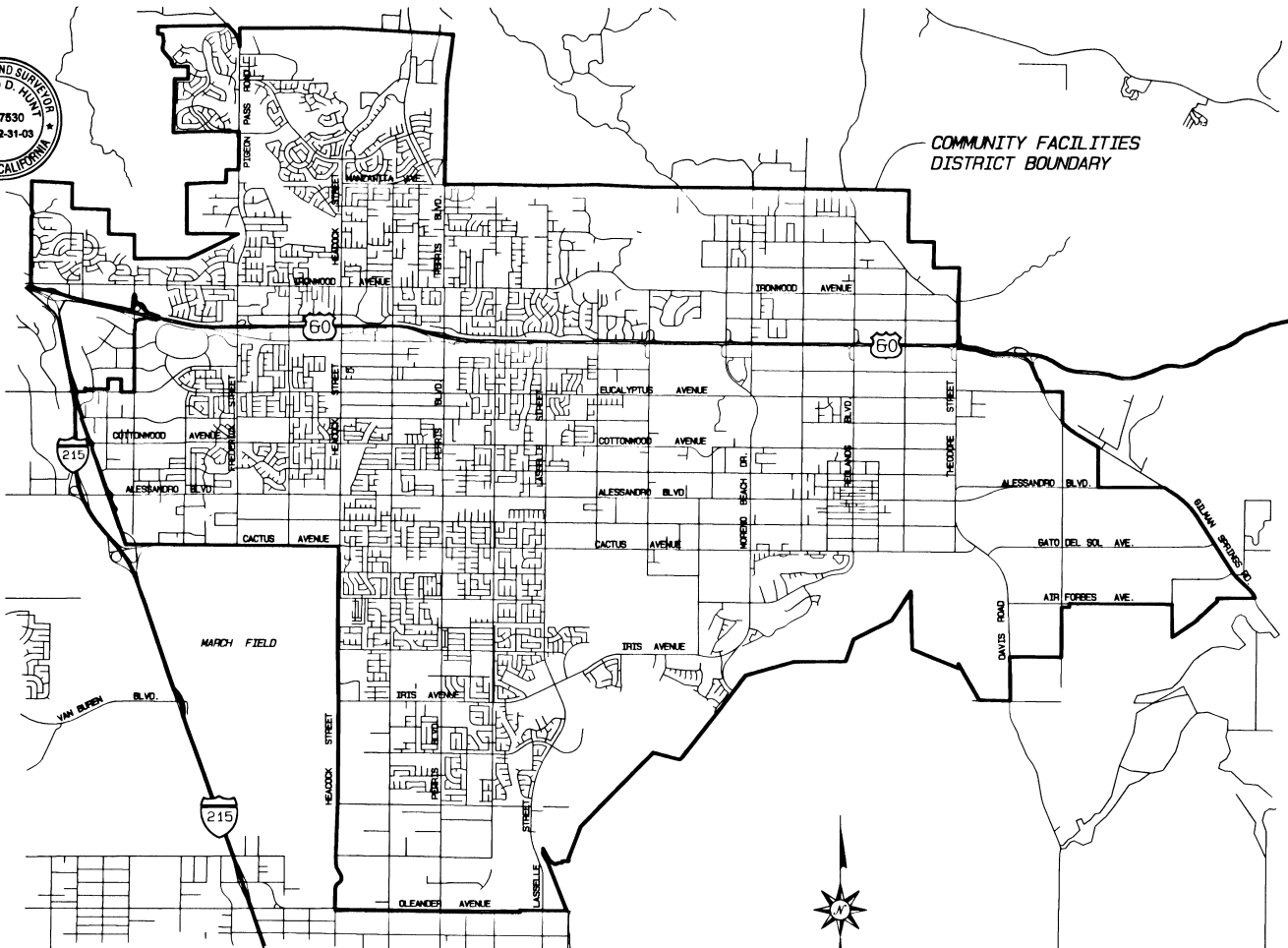
BY: Edward D. Hunt DEPUTY
COUNTY SURVEYOR OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF MORENO VALLEY COMMUNITY SERVICES DISTRICT, 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 27th DAY OF May, 2003, BY ITS RESOLUTION NO. 2003-11

Oliver Reed
CITY CLERK OF THE CITY OF MORENO VALLEY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS 9th DAY OF June, 2003.

BY: Oliver Reed
CITY CLERK OF THE CITY OF MORENO VALLEY



ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS

THIS BOUNDARY MAP CORRECTLY SHOWS THE LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2002-2003.

W.O. 03-0077

Attachment: Boundary Map (3980) : APPROVAL OF THE MAXIMUM AND APPLIED SPECIAL TAXES FOR



Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM A DIAGRAM AND ASSESSMENTS FOR LIGHTING MAINTENANCE DISTRICT NO. 2014-01 FOR FISCAL YEAR 2020/21 (RESO NO. CSD 2020-___)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
2. Adopt Resolution No. CSD 2020-___, with **no applied assessment increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Final Engineer's Report and Confirming a Diagram and Assessments for Fiscal Year 2020/21 in Connection with Moreno Valley Community Services District Lighting Maintenance District No. 2014-01.
3. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolution, which approves the Final Engineer’s Report, confirms the diagram (i.e. map) and authorizes the levy of assessments on the fiscal year (FY) 2020/21 property tax roll for Moreno Valley Community Services District Lighting Maintenance District No. 2014-01 (“LMD No. 2014-01” or “District”).

The FY 2020/21 proposed assessments are a continuation of the real property assessments currently levied on the property tax bills. The applied assessments are proposed to remain unchanged from the FY 2019/20 applied assessments. Revenue received from the assessments funds, in part, the street lighting services provided by the District.

DISCUSSION

On May 27, 2014, the CSD adopted its Resolution No. CSD 2014-08, establishing LMD No. 2014-01 (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, to maintain, service, and operate street lights located within the District.

Parcels within the District are included in one of three benefit 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 not subject to an annual inflationary adjustment. Zone 02 includes parcels where the assessment is subject to an annual inflationary adjustment based on the Consumer Price Index (CPI). 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 freeway, 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 cost 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 Zones 01 and 02.

The assessment cannot be levied on the property tax roll nor can an adjustment be made to the assessment unless the property owners approved and the CSD authorizes such actions. Each year, the CSD Board must initiate proceedings and conduct a Public Hearing (Landscaping and Lighting Act of 1972) to receive public input on the proposed levy, prior to authorizing such levy. Approval of the attached resolution (Attachment 1) confirms the map and the maximum and applied assessments. The resolution also authorizes the County to levy the assessment on the FY 2020/21 property tax roll.

On March 17, 2020, the CSD Board adopted resolutions to initiate the annual proceedings for the FY 2020/21 levy and approved an Assessment Engineer's Report. The Assessment Engineer's Report was subsequently amended to have the applied assessments for FY 2020/21 remain unchanged from the FY 2019/20 applied assessment amount (the "Final Report") (Attachment 2).

The Final Report includes a description of the improvements within the District, the estimated annual expenses, 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 Final Report also provides an analysis of the District's annual financial status. It separates and apportions the cost of General Benefit, as defined in the Final Report, and the cost of Special Benefit (i.e. funded by the assessment) of the street lighting services to the benefitting properties. The General Fund is also programmed to cover additional costs, which are outlined in the Fiscal Impact section of this report. The budget in the Final Report identifies, by zones, the number of parcels within the zones that can be assessed and the assessments proposed to levy on the FY 2020/21 property tax bills. It also accounts for the purchase of the Southern California Edison street lights and their retrofit to energy efficient lighting.

The applied assessment is the amount that is actually levied on the property tax roll. It is the amount necessary to fund the services of the District for the upcoming fiscal year. The maximum assessment is the maximum amount that can be levied on the property tax roll. The applied assessment cannot exceed the maximum assessment.

The FY 2020/21 applied assessments are recommended to remain unchanged from the FY 2019/20 applied assessments. The recommendation is to adjust the FY 2020/21 maximum assessment by the annual adjustment (2.96% CPI) for only those parcels located within Zone 02, where the property owners have previously authorized such adjustment.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum assessment at its February 25, 2020 meeting.

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. Conduct the Public Hearing and approve the recommended actions as presented. *Staff recommends this alternative, as it will allow for collection of revenue necessary to support the services the District was created to*

provide. This alternative will avoid additional burdens to the General Fund to provide the services.

2. Conduct the Public Hearing and do not approve the recommended actions are presented. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 assessments and collecting the funding to support the services of the District. Selection of this alternative will require additional contributions from the General Fund.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the assessment on the FY 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the LMD No. 2014-01 assessment as part of their annual property tax bill. The assessment, including a CPI adjustment where applicable, has been approved by the property owners through prior proceedings. Funds received for the benefit of the District are restricted and can only be used to fund the services of the District. The recommended assessment rates for FY 2020/21 are listed in the table below. Parcel specific detail of the proposed maximum and applied assessment is included in the Final Report. The Final Report is available from the City Clerk's office and accessible from the City's website (www.moval.org/sf).

LMD 2014-01 (Residential Street Lighting)									
Proposed Annual Assessments for Fiscal Year 2020/21									
Zone	# of EBUs ¹	FY 2019/20 Rates		FY 2020/21 Rates					
		Maximum	Applied	Maximum	Applied	Adjustment to Maximum	Change in Applied	Assessment Revenue	
Zone 01 ²	32,703	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	0.00%	\$ -	\$ 752,169.00	
Zone 02 ³	7,194	\$ 29.17	\$ 29.16	\$ 30.03	\$ 29.16	2.96%	-	\$ 209,777.04	
Zone 03 ²	65	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	0.00%	-	\$ 390.00	
Total Projected Assessment Revenue								\$ 962,336.04	
¹ Equivalent Benefit Units. An EBU is equivalent to a single-family residential (SFR) parcel. ² No approved annual inflationary adjustment. ³ 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.									

For FY 2020/21, the total projected expenditures for the District is \$1,516,919.00. The property assessments are projected to generate \$962,336.04 in revenue. Other revenue sources to the District (e.g. property tax revenues, advanced energy fees for new installations, etc.), and the General Fund are programmed to fund the difference between the projected expenditures and assessment revenue.

The City’s FY 2020/21 adopted Operating Budget includes a total General Fund contribution of \$387,300.31. This includes the required General Benefit cost and a General Fund subsidy.

General Fund Costs		
Type	Description	Amount
General Benefit Cost	As defined in the Report, represents costs which are not allowed to be assessed to properties and therefore, are apportioned to the General Fund. The General Benefit is the benefit the 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 improvements not been installed by the development.	\$ 30,340.00
Additional Agency Contribution	Funds the shortfall between revenues and expenditures.	\$ 356,960.31
Total		\$ 387,300.31

Third party costs associated with the annual levy approval process and preparation of the reports 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.

NOTIFICATION

The Public Hearing notice was published in The Press-Enterprise on Thursday, May 7, 2020 in compliance with Streets & Highways Code Section 22626.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.,
Interim Assistant City 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 Confirming Assessments
- 2. LMD 2014-01 Assessment Engineer's Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/20 11:44 AM
City Attorney Approval	<u>✓ Approved</u>	5/11/20 2:05 PM
City Manager Approval	<u>✓ Approved</u>	5/13/20 3:17 PM

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FINAL ENGINEER'S REPORT AND CONFIRMING A DIAGRAM AND ASSESSMENTS FOR FISCAL YEAR 2020/21 IN CONNECTION WITH 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 an annual assessment against real property; and

WHEREAS, by its Resolution No. CSD 2020-04, adopted on March 17, 2020, 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 Lighting Maintenance District No. 2014-01", 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 its Resolution No. CSD 2020-05, adopted on March 17, 2020, the Board of Directors approved the Report as filed; and

WHEREAS, by its Resolution No. CSD 2020-06, adopted on March 17, 2020, the Board of Directors declared its intention to levy an assessment against real property in the Assessment District for FY 2020/21 and scheduled a public hearing (the "Public Hearing") regarding that levy for 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; and

1
Resolution No. CSD 2020-__
Date Adopted: May 19, 2020

WHEREAS, the Board of Directors has determined that continuing the calculation of the applied assessments and application of the assessment, as previously approved by the property owners, for each assessable parcel of real property within the Assessment District will provide the necessary and equitable revenue stream to fund, in part, the residential street lighting program for FY 2020/21; and

WHEREAS, the property owners, where applicable, authorized an annual Consumer Price Index (CPI) adjustment to the maximum charges through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum charges, including a CPI adjustment is necessary; and

WHEREAS, the Assessment Engineer has prepared and filed an amended report entitled "Annual Engineer's Report Fiscal Year 2020/21, Moreno Valley Community Services District Lighting Maintenance District No. 2014-01", executed May 4, 2020 (the "Final Report"), which has modified the applied assessment rates; and

WHEREAS, the Final Report 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, notice of the Public Hearing was published in the manner set forth in Section 22626(a) of the Act; and

WHEREAS, at the appointed time and place, the Board of Directors held the Public Hearing; and

WHEREAS, at the Public Hearing, all interested persons were afforded the opportunity to hear and be heard and there was no majority protest; and

WHEREAS, having considered all oral statements and all written protests made or filed at the Public Hearing, the Board of Directors desires to levy the proposed assessment for 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 foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of the Report. The Board of Directors hereby approves the Final Report as filed.
3. Assessment. The diagram and assessments incorporated into the Report are hereby confirmed. This action constitutes the levy of the assessments for FY

2
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

2020/21. Staff is directed to transmit the applied assessments to the Riverside County Auditor and to cause the applied assessments to be collected at the same time and in the same manner as county taxes are collected.

- 4. Modifications. The Chief Financial Officer is authorized to adjust the assessments levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments, and are in compliance with the formation documents for the Assessment District.
- 5. 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.
- 6. 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.
- 7. Certification. The Secretary of the Board/City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.
- 8. Effective Date. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 19th day of May 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

3
 Resolution No. CSD 2020-____
 Date Adopted: May 19, 2020

Attachment: Resolution Confirming Assessments [Revision 1] (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2020-__⁴
Date Adopted: May 19, 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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-__⁵
Date Adopted: May 19, 2020

Attachment: Resolution Confirming Assessments [Revision 1] (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND



Annual Engineer's Report

Fiscal Year 2020/21

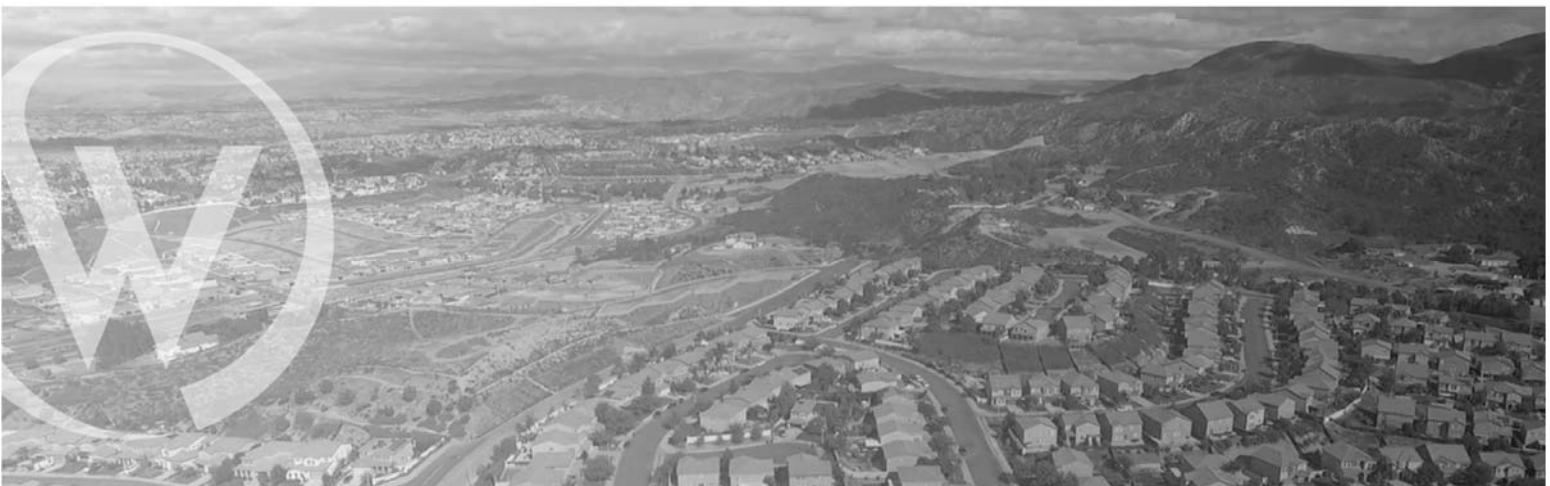
Moreno Valley Community Services District

Lighting Maintenance District No. 2014-01

Prepared For



May 2020



Attachment: LMD 2014-01 Assessment Engineer's Report (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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 (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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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 4th day of May, 2020.

ALBERT A. WEBB ASSOCIATES



Matthew E. Webb

Digitally signed by Matthew E. Webb
DN: c=US, E=matt.webb@webbassociates.com, CN=Matthew E. Webb
Location: Riverside CA
Reason: I am approving this document
Contact Info: 951-886-1070
Date: 2020.05.08 11:11:10-07'00'

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

Attachment: LMD 2014-01 Assessment Engineer's Report (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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.

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 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.

2. Method of Apportionment

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.

2. Method of Apportionment

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.

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. 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

2. Method of Apportionment

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

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 (3948 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

3. Estimate of Costs

Table 3-1
FY 2020/21 Budget

	Zone 01	Zone 02	Zone 03	Total
Annual Operating Expenses				
Operations & Maintenance	\$78,984.09	\$17,512.85	\$33.06	\$96,530.00
Utilities	\$1,089,887.07	\$241,656.71	\$456.22	\$1,332,000.00
Total O&M Expenses	\$1,168,871.16	\$259,169.56	\$489.28	\$1,428,530.00
Incidental/Administrative Expenses				
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	\$2,716.53	\$602.33	\$1.14	\$3,320.00
Total Incidental/Administrative Expenses	\$72,322.84	\$16,035.88	\$30.28	\$88,389.00
Contribution to Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Expenses	\$1,241,194.00	\$275,205.44	\$519.56	\$1,516,919.00
General Benefit Costs	(\$24,825.21)	(\$5,504.40)	(\$10.39)	(\$30,340.00)
Total Special Benefit Costs	\$1,216,368.79	\$269,701.04	\$509.17	\$1,486,579.00
Other Available Funding				
Use of Reserves ^a	(\$27,295.81)	(\$6,186.84)	\$0.00	(\$33,482.65)
Additional Agency Contribution ^b	(\$327,424.33)	(\$29,462.64)	(\$73.34)	(\$356,960.31)
Other Revenue Sources ^c	(\$109,479.65)	(\$24,274.52)	(\$45.83)	(\$133,800.00)
Total Contributions/Adjustments	(\$464,199.79)	(\$59,924.00)	(\$119.17)	(\$524,242.96)
NET SPECIAL BENEFIT ASSESSMENT	\$752,169.00	\$209,777.04	\$390.00	\$962,336.04
District Statistics				
Total Parcels ^d	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
Proposed Assessment per EBU	\$23.00	\$29.16	\$6.00	
Maximum Assessment per EBU	\$23.00	\$30.03	\$6.00	
Reserve Fund/Fund Balance				
Estimated Beginning Fund Balance as of July 1, 2020	\$64,127.26	\$14,218.70	\$26.84	\$78,372.80
Revenue and City Contributions	\$1,216,368.79	\$269,701.04	\$509.17	\$1,486,579.00
Contribution to/(Use of Reserve Funds)	(\$27,295.81)	(\$6,186.84)	\$0.00	(\$33,482.65)
Expenditures less General Benefit Costs	(\$1,216,368.79)	(\$269,701.04)	(\$509.17)	(\$1,486,579.00)
Estimated Ending Fund Balance as of June 30, 2021	\$36,831.45	\$8,031.86	\$26.84	\$44,890.15

Slight variances are due to rounding.

^a Additional funds are being used to meet proposed levy amount.

^b The Additional Agency Contribution bridges the shortfall between the Special Benefit Costs for FY 2020/21 and the Assessment that will be levied for the current fiscal year. This contribution is in addition to the General Benefit Costs.

^c Includes property taxes and interest income.

^d "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.

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 ^a	\$29.16 per EBU
Zone 03	\$6.00	\$6.00 per EBU

^a 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 \$1,216,368.79 in proportional special benefit.
- 7,194 EBUs in Zone 02 sharing \$269,701.04 in proportional special benefit.
- 65 EBUs in Zone 03 sharing \$509.17 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 Region¹, 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.

¹ 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.

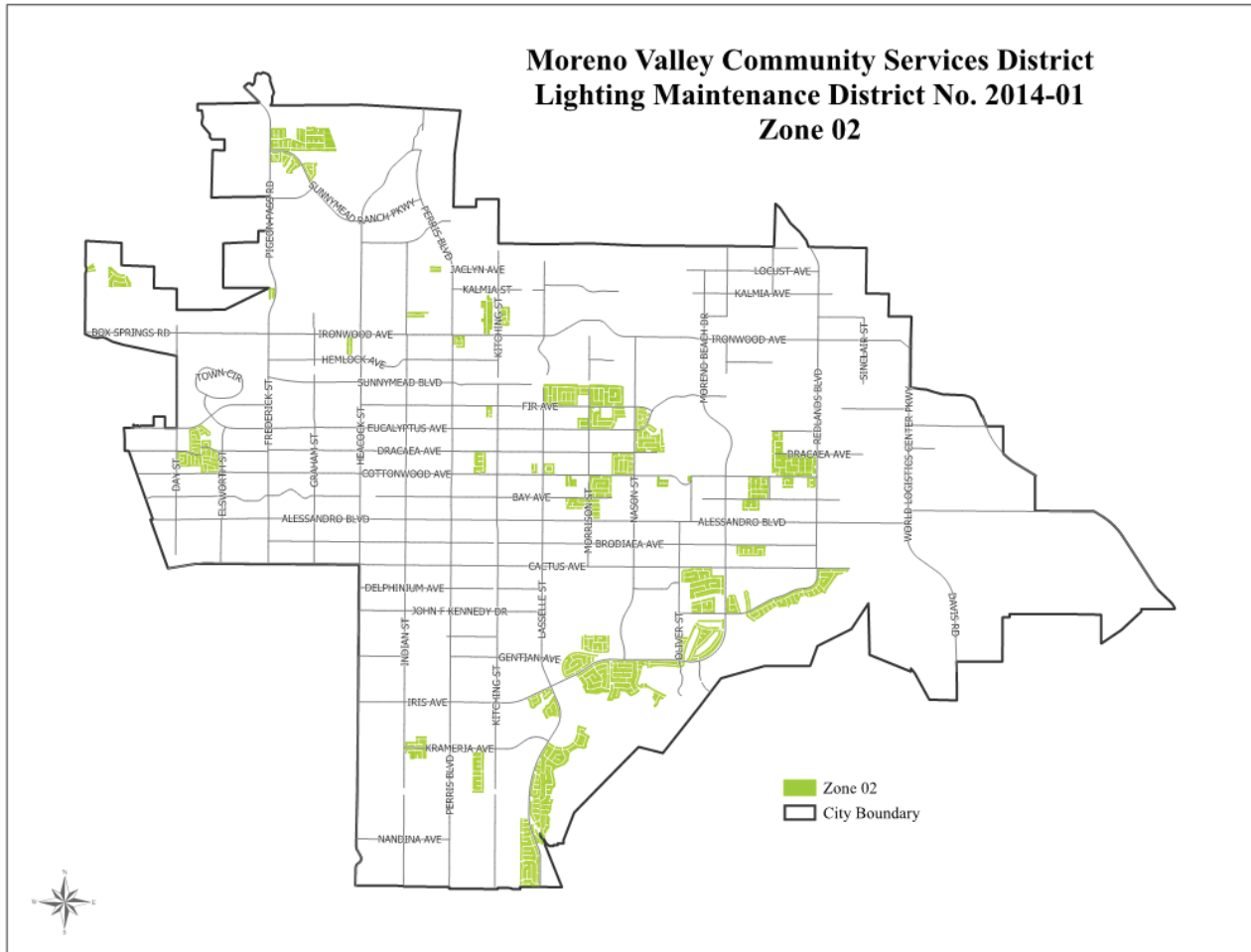
4. District Diagrams

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 4-2



5. Assessment Roll

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. 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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Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL TAXES AND CHARGES FOR FISCAL YEAR 2020/21 (ZONES A, C, M, AND E) (RESO. NOS. CSD 2020-)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zones A, C, M, and E Moreno Valley Community Services District annual parcel taxes and charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020- with **no applied tax increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Tax for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Adopt Resolution No. CSD 2020- with **no applied tax increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Tax for Providing Zone C (Arterial Street and Intersection Lighting) Services During Fiscal Year 2020/21, and Calculation Thereof.
4. Adopt Resolution No. CSD 2020- with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the

Continuation of the Maximum and Applied Parcel Charges for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.

5. Adopt Resolution No. CSD 2020- with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Charges for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
6. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for each zone.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolutions, which authorize the levy of parcel taxes (Zone A and Zone C) and parcel charges (Zones M and E) (collectively “parcel charges”) on the fiscal year (FY) 2020/21 property tax roll.

The FY 2020/21 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The applied parcel charges are proposed to remain unchanged from the FY 2019/20 parcel charge.

Revenue received from the parcel charges funds, in part, the cost of parks and community services (Zone A), the operation of the arterial street lighting program (Zone C), and ongoing maintenance of certain public landscape areas (Zones M and E). Funds collected for each zone are restricted and can only be used within the zone and for the purposes for which they were collected.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which is used to fund the cost of parks and community services (Zone A), arterial street lighting (Zone C), and maintaining public landscaping (Zones M and E).

The parcel charges cannot be levied on the property tax roll nor can an adjustment be made to the parcel charge unless the qualified electors approved and the CSD Board authorizes such actions. Each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy, prior to authorizing such levy. Approval of the attached resolutions (Attachments 1 through 4) sets the maximum and applied parcel charges for each zone. The resolutions also authorize the County to levy the parcel charges on the FY 2020/21 property tax roll.

The maximum parcel charge is the maximum amount that can be levied on the property tax roll. The applied parcel charge is the amount that is actually levied on the property tax roll. It is the amount necessary to fund the services of the zones, including administration and reserves, for the upcoming fiscal year. The applied parcel charge cannot exceed the maximum parcel charge.

The FY 2020/21 maximum and applied parcel charges for Zones A and C are recommended to remain unchanged from the FY 2019/20 parcel charges. The voters have not authorized an annual inflationary adjustment for either of these zones.

For Zones M and E, the FY 2020/21 applied parcel charges are recommended to remain unchanged from the FY 2019/20 parcel charges. The recommendation is to adjust the FY 2020/21 maximum parcel charge by the annual adjustment (2.96% Consumer Price Index), provided the property owners previously approved such adjustment.

The Annual Levy Report ("Report") describes each zone, including its improvements, services funded, annual budget, method of calculation of the parcel charges, and the maximum and applied parcel charge proposed for each parcel. Boundary maps for the zones are included as Attachment 5 and included in Appendix C of the Report. The Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City's website (www.moval.org/sf).

At the time the City accepts an area's public landscaping for maintenance (Zones M and E), the parcel charge is set at a rate sufficient to fund the City's standard frequency of services, Level 1 (4-week rotation). For those areas where costs to maintain the landscaping have increased and the property owners have not approved a mail ballot proceeding to change the parcel charge to fund those increases, the frequency of service has been reduced to a level consistent with available funding. The current service level for each landscape maintenance zone, and area within, are included in Appendix D of the Report.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum parcel charges at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life; to promote an active and engaged community where we work together to beautify our shared environment, care for each other, and enjoy access to cultural and

recreational amenities that support a high quality of life for all of our residents as envisioned and articulated throughout the City's adopted General Plan; and, to improve the lives and futures of our City's youth by expanding healthy lifestyle choices and learning opportunities.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative, as it will allow for collection of revenue necessary to fund the programs and services the zones were created to provide. This alternative will avoid burdening the General Fund to provide the services*
2. Conduct the Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 parcel charges and collecting the funding to support the programs and services the zones were created to provide. Selection of this alternative may require a contribution from the General Fund.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the parcel charges on the 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charge as a part of their annual property tax bill. The parcel charge, including inflationary adjustments where applicable, has been approved by the qualified electors through prior proceedings. Funds received for the benefit of each zone are restricted and can only be used to fund the operation of that zone. The table below provides a summary of the proposed parcel charges for FY 2020/21. Parcel specific detail of the proposed maximum and applied parcel charges is included in the Report.

Community Services Districts (Zones A, C, M, and E) Proposed Annual Parcel Charges ¹ for Fiscal Year 2020/21								
Zone	Estimated Parcel Count	Charge Category	FY 2019/20		FY 2020/21		Change in Applied Rate/Charge	Annual Adjustment to Maximum Rate/Charge ⁶
			Maximum Annual Charges	Applied Annual Charges	Maximum Annual Charges	Applied Annual Charges		
A ²	48,982	Per parcel/dwelling unit	\$ 87.50	\$ 87.50	\$ 87.50	\$ 87.50	\$ -	0.00%
C ²	47,757	Per parcel	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ -	0.00%
E-7	40	Per acre	\$ 813.37	\$ 813.37	\$ 837.44	\$ 813.37	\$ -	2.96%
E-8 ⁴	404	Per parcel	\$ 635.31	\$ 30.12	\$ 654.12	\$ 30.12	\$ -	2.96%
	225	Per condo unit	\$ 224.90	\$ 10.42	\$ 231.56	\$ 10.42	\$ -	2.96%
M ^{3,4,5}	81	Per parcel	varies	varies	varies	varies	\$ -	2.96%
¹ "Parcel Charge" = parcel tax and parcel charge. Zones A and C are parcel taxes; Zones E & M are parcel charges.								
² No approved inflationary adjustment								
³ 3 parcels in Zone M do not have an approved annual adjustment.								
⁴ Applied a lower charge to use unassigned reserves.								
⁵ Rate per parcel in Zone M is calculated based on square footage of landscaping; cost spread proportionately to ballot group by linear footage or acreage. See attached Resolution or the Report for parcel specific detail.								
⁶ Annual adjustment approved by qualified electors. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the qualified electors)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 2.96% CPI applied to FY 2019/20 maximum rate to determine FY 2020/21 maximum rate/charge.								

Projected revenue from the parcel charge alone is insufficient to fund the operation of programs provided by Zones A and C. The City's FY 2020/21 proposed Operating Budget includes a General Fund contribution to fund the difference. The General Fund also provides financial support to Zone M for certain landscape areas (e.g. Alessandro Blvd. entry monuments), including those landscaped medians installed prior to the establishment of Zone M. The following table provides the total projected applied parcel charge revenue and General Fund contributions for each zone. Revenue projections and the General Fund contributions are included in the City's FY 2020/21 adopted Operating Budget.

District	Description	Proposed Revenue	General Fund Obligation	General Fund Contribution
Zone A	Parks & Community Services	\$ 5,038,600.00	\$ -	\$ 528,237.00
Zone C	Arterial and Intersection Street Lighti	\$ 429,813.00	-	216,500.00
Zone E	Extensive Landscape Maintenance	\$ 120,340.12	-	-
Zone M	¹ Landscape Maintenance (medians)	\$ 135,735.84	178,500.00	-
Total		\$ 5,724,488.96	\$ 178,500.00	\$ 744,737.00

¹ The General Fund supports landscape maintenance of certain medians or portions thereof and other landscaped areas where alternative funding does not exist.

NOTIFICATION

On April 28, 2020, a Public Hearing notification was mailed to the property owners. A Notice of Public Hearing was also published in The Press-Enterprise on April 30 and May 7, 2020.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

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

Concurred By:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

1. Resolution Approving Annual Levy for CSD Zn A
2. Resolution Approving Annual Levy for CSD Zn C
3. Resolution Approving Annual Levy for CSD Zn M
4. Resolution Approving Annual Levy for CSD Zn E
5. Boundary Maps - Zones ACME

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 12:38 PM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 9:35 AM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:39 PM

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED PARCEL TAX FOR PROVIDING ZONE A (PARKS AND COMMUNITY SERVICES) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides programs, improvements, and maintenance for parks and community services within Zone A and provides funding for such services, in part, through the collection of the CSD Zone A parcel tax against all assessable parcels within Zone A; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its taxes for Zone A (Parks and Community Services) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property or per actual dwelling unit within CSD Zone A will provide the necessary and equitable revenue stream to fund parks and community services by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, a report identifying each assessable parcel of real property subject to the tax and the amount of the tax which is to be levied against each such parcel for FY 2020/21 (“Report”) is on file in the Office of the Secretary of the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Special Tax Rate. The maximum and applied tax rate for FY 2020/21 to fund the costs of furnishing parks and community services within Zone A is \$87.50 per assessable parcel of real property or per actual dwelling unit.
4. Confirming the Rates. The tax is hereby confirmed for each parcel of real property within CSD Zone A, as set forth in the Report
5. Collection of Special Taxes. The taxes set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any taxes that cannot be collected on the Riverside County property tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 p.m. on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Proposition 218. As set forth in Resolution CSD 97-01, the existing Zone A parcel taxes are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and therefore are not subject to voter ratification at this time.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the special taxes levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the formation documents of Zone A.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide

2

Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue within the District.

- 9. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 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: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn A (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn A (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED PARCEL TAX FOR PROVIDING ZONE C (ARTERIAL STREET AND INTERSECTION LIGHTING) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides for the energy, pole, and maintenance costs for intersection and arterial street lighting services within Zone C and provides funding for such services, in part, through the collection of the CSD Zone C parcel tax against all assessable parcels within Zone C; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by taxes which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its taxes for Zone C (Arterial Street and Intersection Lighting) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation and application of the tax as previously approved for each assessable parcel of real property within CSD Zone C, excluding properties in the Edgemont Community Services District, will provide the necessary and equitable revenue stream to fund the arterial and intersection street lighting services by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, a report identifying each assessable parcel of real property subject to the tax and the amount of the tax which is to be levied against each such parcel for FY 2020/21 (“Report”) is on file in the Office of the Secretary of the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

1
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Maximum and Applied Special Tax Rate. The maximum and applied tax rate for FY 2020/21 to defray the costs of furnishing arterial street and intersection lighting services within Zone C is \$9.00 per assessable parcel of real property.
4. Confirming the Rates. The tax is hereby confirmed for each parcel of real property within CSD Zone C, as set forth in the Report.
5. Collection of Special Taxes. The taxes set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any taxes that cannot be collected on the Riverside County property tax roll or may, by resolution, elect to collect the taxes at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the tax will attach at 5:00 p.m. on the date the tax becomes delinquent and interest at 1.5% per month of the delinquent tax will attach on July 1st after the delinquency date and the first of each month thereafter until such tax is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
6. Proposition 218. As set forth in Resolution CSD 97-01, the existing Zone C parcel taxes are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and therefore are not subject to voter ratification at this time.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the special taxes levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the special taxes were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied special tax rate does not exceed the maximum special tax rate and is in compliance with the formation documents of Zone C.
8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance of the CSD Board shall be construed as committing the CSD to provide

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

all of the proposed services. The provision of services shall be subject to the availability of sufficient funding through the collection of special tax revenue for Zone C.

- 9. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the tax.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 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: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn C (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn C (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE M (COMMERCIAL/INDUSTRIAL/MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides improvements for and maintenance of improved medians within Zone M and provides funding for such services through the collection of the CSD Zone M parcel charges from benefitting assessable parcels within Zone M; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its charges for Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the applied charges and application of the charges, as previously approved by the property owners, for each assessable parcel of real property within CSD Zone M will provide the necessary and equitable revenue stream to fund landscape maintenance to improved medians by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, the property owners, where applicable, authorized an annual Consumer Price Index (CPI) adjustment to the maximum charges through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum charges, including a CPI adjustment is necessary; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2020/21 (the “Report”) is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been

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Resolution No. CSD 2020-__
Date Adopted: May 19, 2020

given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Applied Charges. The applied charges for FY 2020/21 per assessable parcel of real property within Zone M are identified in Exhibit "A" attached hereto.
4. Maximum Charges. The maximum charges for FY 2020/21 per assessable parcel of real property within Zone M are identified in Exhibit "A" attached hereto.
5. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone M, as set forth in the Report.
6. Collection of Charges. The applied charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charge that cannot be collected on the Riverside County property tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to

2

Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

the County of Riverside, provided the applied charge does not exceed the maximum charge and is in compliance with the formation documents of Zone M.

- 8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance 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 parcel charge revenue within Zone M.
- 9. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 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

3
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Resolution Approving Annual Levy for CSD Zn M (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Resolution No. CSD 2020-4
Date Adopted: May 19, 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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

5
Resolution No. CSD 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn M (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

EXHIBIT A

Zone M (Median Maintenance) ¹		
FY 2020/21 Maximum and Applied Charges		
Assessor's Parcel Number	Maximum Charge ²	Applied Charge ³
263-111-046	\$ 2,863.14	\$ -
291-191-024	421.87	215.46
291-192-025	550.07	280.92
292-230-006	267.41	-
292-230-055	455.77	-
296-280-020	2,151.91	1,730.38
296-300-005	2,823.23	2,270.20
296-300-007	739.22	594.42
297-100-066	959.80	466.56
297-100-079	456.55	221.94
297-120-002	1,209.24	617.58
297-120-003	875.18	446.98
297-120-011	1,825.83	932.50
297-120-012	1,825.83	932.50
297-120-016	6,400.65	3,111.48
297-130-039 ⁴	798.00	402.18
297-130-042 ⁴	1,957.00	986.34
297-130-041 ⁴	1,610.00	811.44
297-130-046	2,522.81	1,288.48
297-130-064	1,039.72	531.00
297-140-049	1,418.96	724.70
297-140-050	1,459.14	745.22
297-140-052	1,283.33	655.42
297-141-001	270.56	138.18
297-141-002	270.56	138.18
297-141-003	270.56	138.18
297-141-004	270.56	138.18
297-141-005	270.56	138.18
297-141-006	270.56	138.18
297-150-056	24,211.45	6,660.44
297-170-004	4,483.11	3,604.96
297-170-069	8,336.79	8,055.02
297-170-086	1,906.63	1,842.18
297-170-087	18,515.77	17,889.98
312-020-017	1,961.46	1,290.20
312-020-018	1,869.75	1,229.88
312-020-020	729.54	479.88
312-250-046	4,545.88	2,501.26
312-250-049	305.88	159.50

EXHIBIT A

Zone M (Median Maintenance) ¹		
FY 2020/21 Maximum and Applied Charges		
Assessor's Parcel Number	Maximum Charge ²	Applied Charge ³
312-270-036	3,254.93	1,517.50
312-360-001	1,749.33	554.40
312-360-002	823.22	260.90
312-360-003	563.60	178.62
312-360-004	1,975.60	626.12
312-360-005	1,534.12	486.20
312-360-006	2,483.76	787.18
312-360-007	970.39	307.54
312-360-008	914.85	289.94
312-360-009	1,016.23	322.06
312-360-010	1,027.32	325.58
312-360-011	824.64	261.34
316-020-046	11,818.61	6,575.50
316-200-033	2,600.25	207.08
316-200-034	5,530.21	440.42
316-200-035	2,329.35	185.50
316-210-074	2,321.87	1,082.48
316-210-096	3,087.32	1,698.72
474-120-037	3,917.98	-
478-070-029	9,306.59	-
478-430-031	3,067.76	-
479-070-050	1,989.07	1,400.00
482-190-022	166.39	142.72
482-190-023	42.67	36.60
482-540-030	497.21	75.24
482-700-001	478.38	410.32
482-700-005	478.38	410.32
484-020-023	7,341.26	4,590.02
484-020-024	8,972.53	5,609.96
484-020-026	3,467.13	524.74
484-030-020	763.43	-
484-030-022	763.43	-
484-030-027	1,945.98	-
484-242-020	3,679.41	-
485-081-035	389.21	221.34
485-081-037	87.41	46.48
485-081-038	162.98	86.64
485-081-039	88.89	47.26
485-081-041	97.79	51.98

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Resolution No. CSD 2020-
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn M (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

EXHIBIT A

Zone M (Median Maintenance) ¹		
FY 2020/21 Maximum and Applied Charges		
Assessor's Parcel Number	Maximum Charge ²	Applied Charge ³
485-081-043	574.93	305.68
485-220-030	2,486.41	1,565.26
485-220-031	372.87	234.72
486-070-004	3,673.11	2,088.92
486-070-012	320.34	182.18
486-070-013	317.43	180.52
486-070-016	3,673.11	2,088.92
486-240-015	3,369.65	-
486-240-016	8,741.15	-
486-250-021	10,039.97	2,750.00
486-250-024	9,692.73	2,654.88
486-250-025	347.18	95.08
486-280-051	12,043.45	-
488-210-028	1,545.00	-
488-350-035	8,478.06	5,101.98
488-350-041	40,137.48	24,154.16
488-350-047	3,431.06	2,064.76
488-400-001	2,593.09	-
488-400-002	153.01	-
488-400-003	1,744.18	-
488-400-008	136.76	-
488-400-009	442.93	-
488-400-010	354.78	-
488-400-011	85.74	-
488-400-012	166.91	-
488-400-013	1,062.22	-
488-400-014	71.83	-
488-400-015	60.20	-
488-400-016	315.38	-
488-400-017	183.16	-
488-400-018	134.46	-
488-400-019	245.77	-
488-400-020	213.33	-
488-400-021	1,231.53	-
488-400-022	180.84	-
488-400-023	565.84	-
488-400-024	331.57	-
488-400-025	120.53	-
488-400-026	438.32	-

EXHIBIT A

Zone M (Median Maintenance) ¹		
FY 2020/21 Maximum and Applied Charges		
Assessor's Parcel Number	Maximum Charge ²	Applied Charge ³
488-400-027	13.83	-
488-400-028	433.64	-
488-400-040	468.44	-
488-400-041	433.66	-
488-400-042	405.85	-
488-400-043	463.80	-
Total Zone M Levy for FY 2020/21		\$ 135,735.84
<p>¹ There are 123 parcels subject to the Zone M charge; however, only 81 parcels are being levied. The determination to levy the Zone M charge is dependent on whether improvements adjacent to the parcel have been or are being constructed.</p> <p>² Maximum charge increased by 2.96% inflationary adjustment, if approved by property owners through prior proceedings.</p> <p>³ Applied charge remains unchanged from the FY 2019/20 applied charge.</p> <p>⁴ An annual inflation adjustment has not been approved by the property owners.</p>		

Attachment: Resolution Approving Annual Levy for CSD Zn M (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides improvements for and maintenance of landscaped parkways, open space, and medians within Zone E and provides funding for such services through the collection of the CSD Zone E parcel charges from benefitting assessable parcels within Zone E; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its charges for Zone E (Extensive Landscape Maintenance) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the applied charges and application of the charges, as previously approved by the property owners, for each assessable parcel of real property within CSD Zone E will provide the necessary and equitable revenue stream to fund extensive landscape maintenance services by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, the property owners authorized an annual Consumer Price Index (CPI) adjustment to the maximum charges through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum charges, including a CPI adjustment is necessary; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2020/21 (“Report”) is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and is incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Applied Charges. The applied charges for FY 2020/21 per assessable parcel of real property within Zone E are identified in the table below.
4. Maximum Charges. The maximum charges for FY 2020/21 per assessable parcel of real property within Zone E are identified in the table below.

Zone E (Extensive Landscape Maintenance)				
FY 2020/21 Maximum and Applied Annual Charges				
Zone	Specific Plan or Development	Charge Category	Maximum Charge¹	Applied Charge²
E-7	Centerpointe	Per acre	\$837.44	\$813.37
E-8	Promontory Park	Per single-family dwelling parcel	\$654.12	\$30.12
		Per condo unit	\$231.56	\$10.42
¹ Maximum charge increased by 2.96% inflationary adjustment, as approved by property owners through prior proceedings. ² Applied charge remains unchanged from the FY 2019/20 applied charge.				

5. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone E, as set forth in the Report.
6. Collection of Charges. The applied charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County

2
 Resolution No. CSD 2020-____
 Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn E (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

property tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.

7. Proposition 218. As set forth in Resolution CSD 97-06, the existing Zone E parcel charges are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and are therefore are not subject to voter ratification at this time.
8. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charge does not exceed the maximum charge and is in compliance with the formation documents of Zone E.
9. Provision of Services. Nothing in this description of services or any Resolution or Ordinance 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 parcel charge revenue for Zone E.
10. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
11. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
12. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
13. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May 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 2020-⁴_____
Date Adopted: May 19, 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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

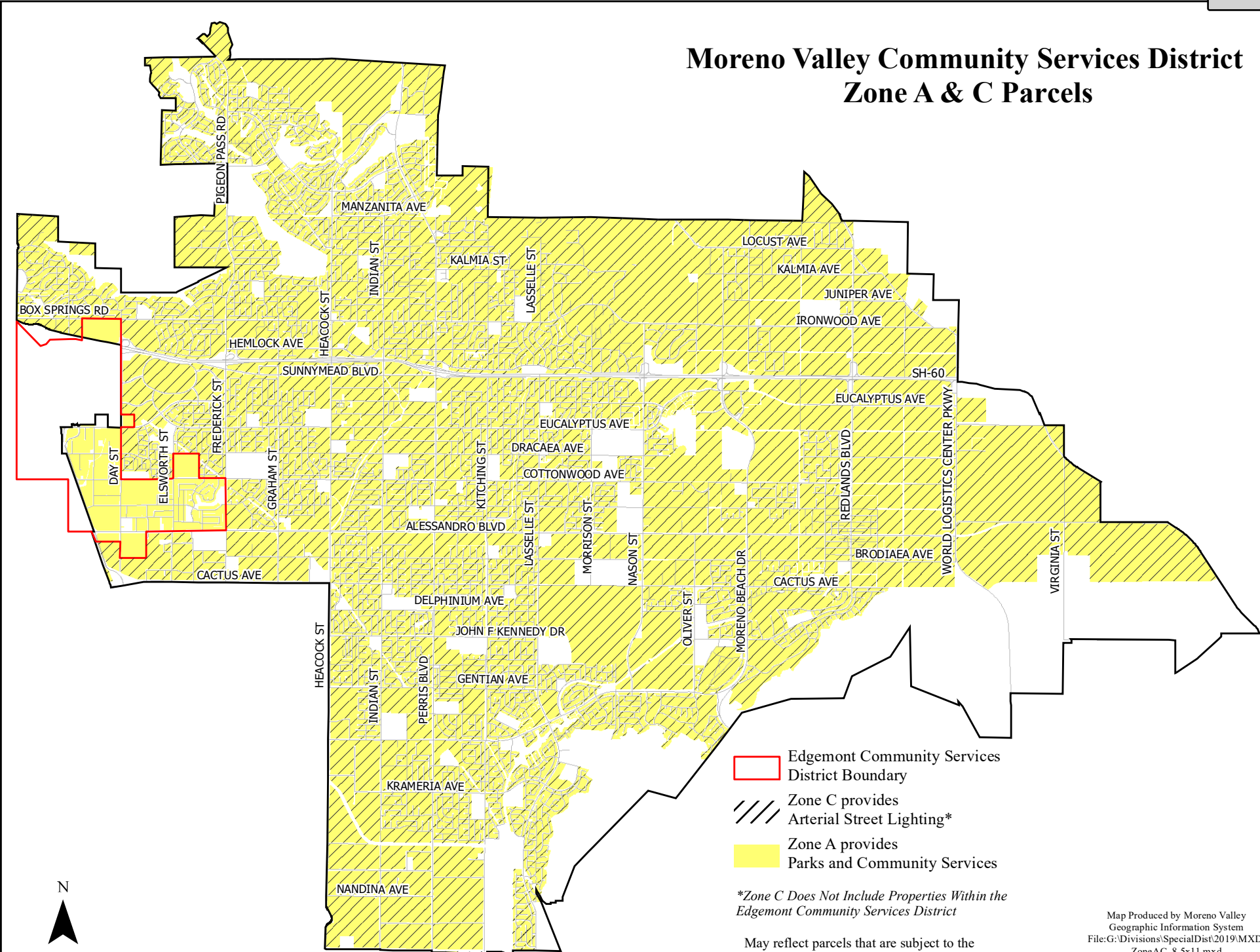
(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

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Resolution No. CSD 2020-___
Date Adopted: May 19, 2020

Moreno Valley Community Services District Zone A & C Parcels



- Edgemont Community Services District Boundary
- Zone C provides Arterial Street Lighting*
- Zone A provides Parks and Community Services

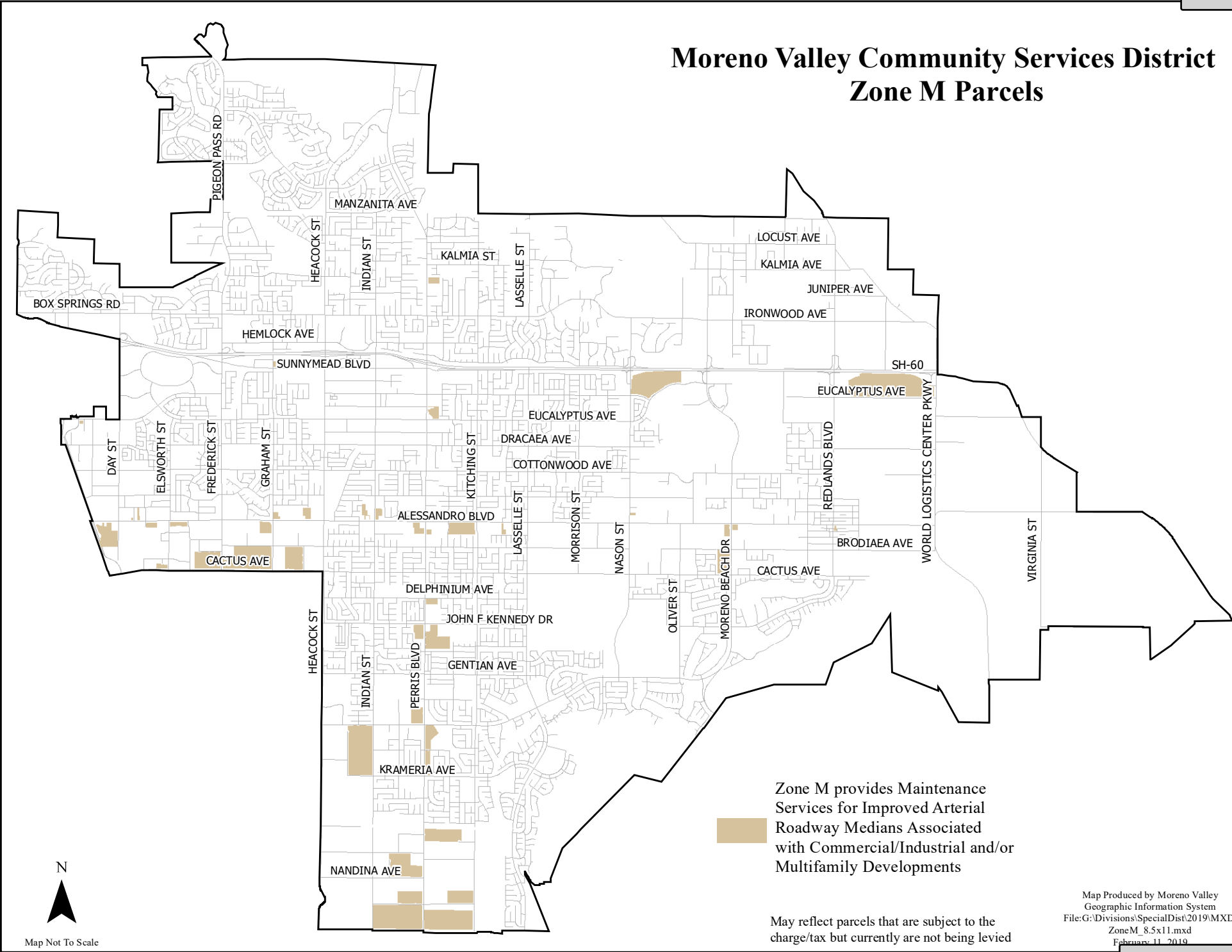
**Zone C Does Not Include Properties Within the Edgemont Community Services District*

May reflect parcels that are subject to the charge/tax but currently are not being levied

Map Produced by Moreno Valley Geographic Information System
File:G:\Divisions\SpecialDist\2019\MXD\ZoneAC_8.5x11.mxd
February 11, 2019

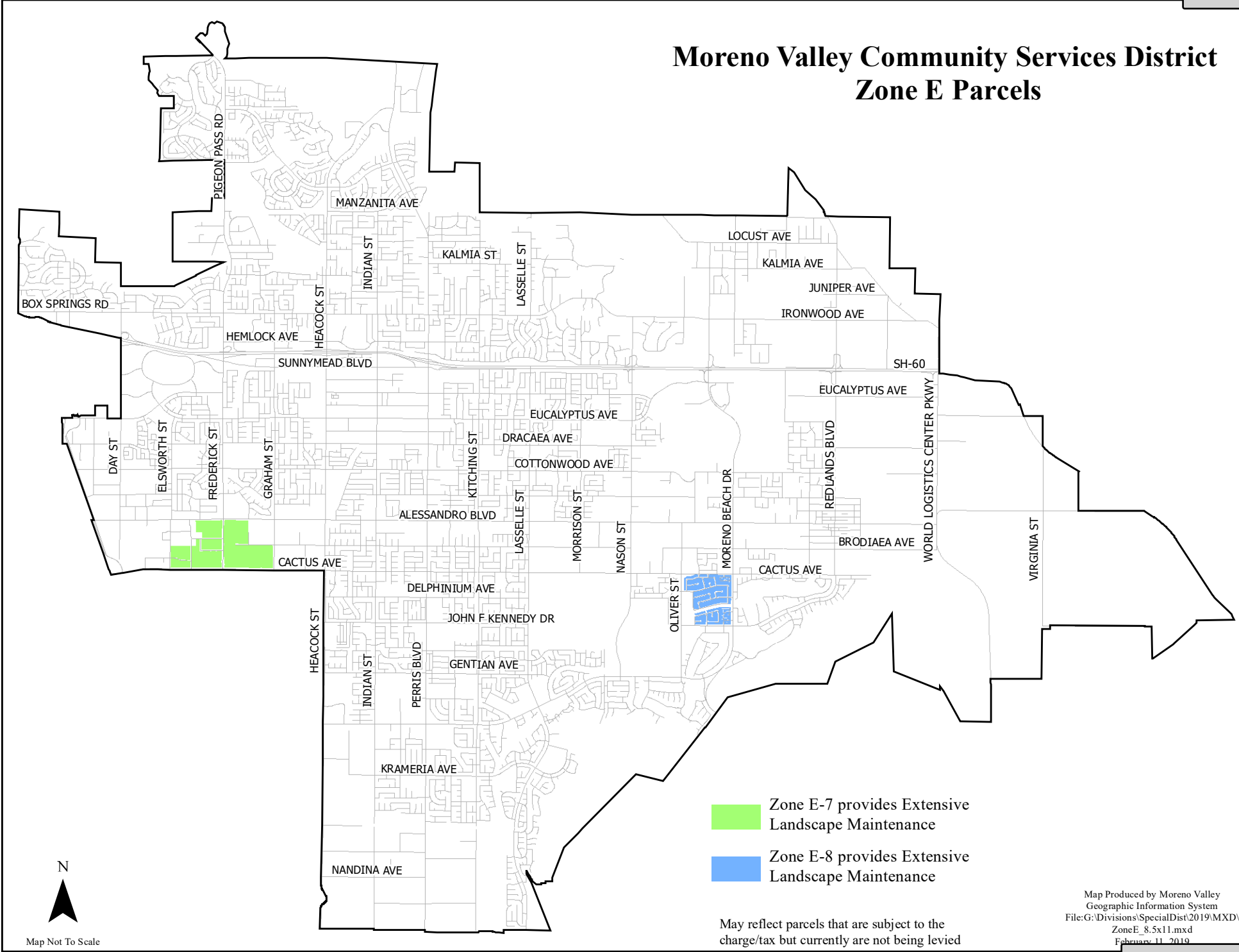
Attachment: Boundary Maps - Zones ACME (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY

Moreno Valley Community Services District Zone M Parcels



Attachment: Boundary Maps - Zones ACME (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY

Moreno Valley Community Services District Zone E Parcels



- Zone E-7 provides Extensive Landscape Maintenance
- Zone E-8 provides Extensive Landscape Maintenance

May reflect parcels that are subject to the charge/tax but currently are not being levied

Map Produced by Moreno Valley
Geographic Information System
File:G:\Divisions\SpecialDist\2019\MXD\ZoneE_8.5x11.mxd
February 11, 2019

Attachment: Boundary Maps - Zones ACME (3981 : PUBLIC HEARING TO CONTINUE MORENO VALLEY

N
Map Not To Scale



Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2020/21 (ZONE S) (RESO. NO. CSD 2020-)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone S Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020- with **no applied rate increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Rate for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate, and is in compliance with the formation documents for Zone S.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolution, which authorizes the levy of parcel charges (Zone S – Sunnymead Boulevard Maintenance) on the fiscal year (FY) 2020/21 property tax roll.

The FY 2020/21 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The applied rate is proposed to remain unchanged from the FY 2019/20 applied rate.

Revenue received from the parcel charges funds the cost of ongoing maintenance of certain public landscape areas (Zone S). Funds collected for Zone S are restricted and can only be used within the Zone to provide the maintenance of certain public landscaping on Sunnymead Boulevard.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which is used to fund the cost of providing the services. Specifically, Zone S was established to fund the maintenance of certain improvements (e.g. public landscaping) on Sunnymead Boulevard.

The parcel charges cannot be levied on the property tax roll nor can an adjustment be made to the rate unless the property owners approved and the CSD Board authorizes such actions. Each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy, prior to authorizing such levy. Approval of the attached resolution (Attachment 1) sets the maximum and applied parcel rate for Zone S. The resolution also authorizes the County to levy the parcel charges on the FY 2020/21 property tax roll.

The maximum rate is the maximum amount that can be used to calculate the parcel charge levied on the property tax roll. The applied rate is the amount that is used to calculate the parcel charge actually levied on the property tax roll. The parcel charge is calculated by applying the rate on a per front linear foot basis of those parcels in the zone. The applied rate is the amount necessary to fund the services of the zone, including administration and reserves, for the upcoming fiscal year. The applied rate cannot exceed the maximum rate.

The FY 2020/21 applied rate is recommended to remain unchanged from the FY 2019/20 rate. The recommendation is to adjust the FY 2020/21 maximum rate by the annual adjustment (2.96% Consumer Price Index), consistent with the authorization previously provided by the property owners.

The Annual Levy Report (“Report”) describes Zone S, including its improvements, services funded, annual budget, method of calculation of the parcel charges, and the

maximum and applied parcel charge proposed for each parcel. A boundary map of Zone S is included as Attachment 2 and included in Appendix C of the Report. The Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City's website (www.moval.org/sf).

At the time the City accepts an area's public landscaping for maintenance, the rate is set at an amount that once applied to each parcel is sufficient to fund the City's standard frequency of services, Level 1 (4-week rotation). The current service level for public landscape maintenance in Zone S is Level 1. Additional information is included in Appendix D of the Report.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum rate at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for collection of revenue necessary to fund the services the zone was created to provide. This alternative will avoid burdening the General Fund to provide the services.*
2. Conduct the Public Hearing and do not approve the recommended actions. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 parcel charges on the property tax roll and collecting the funding to support the services the zone was created to provide. Selection of this alternative may require a contribution from the General Fund.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the parcel charges on the 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charge as a part of their annual property tax bill. The parcel charge, including an inflationary adjustment, has been approved by the property owners through prior proceedings. Funds received for the benefit of Zone S are restricted and can only be used to fund the services of that zone. A summary of the FY 2020/21 proposed rates is provided below. Parcel specific detail of the proposed maximum and applied parcel charges is included in the Report.

Community Services Districts (Zone S) Proposed Annual Rate								
Zone	Estimated Parcel Count	Charge Category	FY 2019/20		FY 2020/21		Change in Applied Rate	Annual Adjustment to Max Rate ¹
			Maximum Annual Rate	Applied Annual Rate	Maximum Annual Rate	Applied Annual Rate		
S	131	Per front linear foot	\$ 3.340000	\$ 3.340000	\$ 3.430000	\$ 3.340000	\$ -	2.96%

¹ Annual adjustment approved by property owners. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the property owners)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 2.96% CPI applied to FY 2019/20 maximum rate to determine FY 2020/21 maximum rate.

The total projected parcel charge revenue for Zone S is included below. Revenue projections are included in the City's FY 2020/21 adopted Operating Budget.

District	Description	Proposed Revenue
Zone S	Maintenance of certain improvements on Sunnymead Blvd	\$ 63,572.32

NOTIFICATION

On April 28, 2020, a Public Hearing notification was mailed to the property owners. A Notice of Public Hearing was also published in The Press-Enterprise on April 30 and May 7, 2020.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.,
Interim Assistant City 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 Approving Annual Levy for CSD Zn S
- 2. Boundary Map - Zone S

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 12:38 PM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 9:31 AM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:40 PM

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED RATE FOR PROVIDING ZONE S (SUNNYMEAD BOULEVARD MAINTENANCE) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides improvements for and maintenance of certain parkway and median landscaping and improvements within Zone S along Sunnymead Boulevard, from Frederick Street to Perris Boulevard that were installed in participation with the City of Moreno Valley (“City”) and the former Community Redevelopment Agency of the City and provides funding for such services through the collection of CSD Zone S parcel charges from benefitting assessable parcels within Zone S; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its charges for Zone S (Sunnymead Boulevard Maintenance) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the applied rate and application of the charge, as previously approved by the property owners, for each assessable parcel of real property within CSD Zone S will provide the necessary and equitable revenue stream to fund the ongoing maintenance of certain improvements along Sunnymead Boulevard from Frederick Street to Perris Boulevard by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, the property owners authorized an annual Consumer Price Index (CPI) adjustment to the maximum rate through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum rate, including a CPI adjustment is necessary; and

WHEREAS, a report identifying each assessable parcel of real property subject to the rate and the amount of the calculated charge which is to be levied against each such parcel for FY 2020/21 (“Report”) is on file in the Office of the Secretary to the CSD (City

Clerk), available for public inspection, and incorporated herein by reference; and

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which time all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Applied Rate. The FY 2020/21 applied rate is \$3.34 per front linear foot.
4. Maximum Rate. The FY 2020/21 maximum rate is \$3.43 per front linear foot.
5. Confirming the Charges. The maximum and applied rate is hereby confirmed for each assessable parcel of real property within CSD Zone S, as set forth in the Report.
6. Collection of Charges. The applied charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County property tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.
7. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone S.

- 8. Provision of Services. Nothing in this description of services or any Resolution or Ordinance 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 parcel charge revenue within Zone S.
- 9. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 10. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charge.
- 11. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
- 12. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 19th day of May, 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

3
 Resolution No. CSD 2020-____
 Date Adopted: May 19, 2020

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Resolution Approving Annual Levy for CSD Zn S (3983 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Resolution No. CSD 2020-4
Date Adopted: May 19, 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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

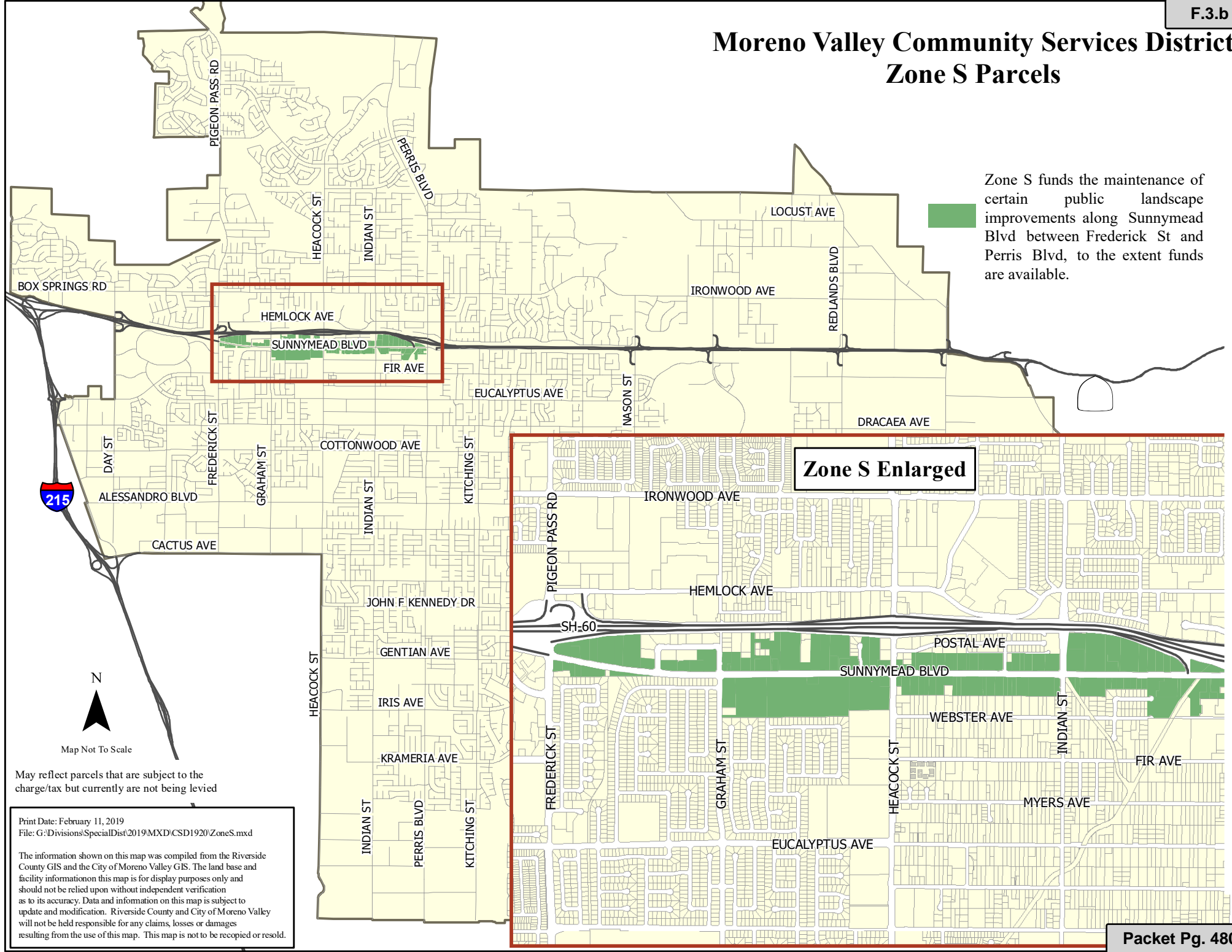
(SEAL)

Resolution No. CSD 2020-5
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn S (3983 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Moreno Valley Community Services District Zone S Parcels

Zone S funds the maintenance of certain public landscape improvements along Sunnymead Blvd between Frederick St and Perris Blvd, to the extent funds are available.



Zone S Enlarged

May reflect parcels that are subject to the charge/tax but currently are not being levied

Print Date: February 11, 2019
File: G:\Divisions\SpecialDist\2019\MXD\CSD1920\ZoneS.mxd

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

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Map Not To Scale

Attachment: Boundary Map - Zone S (3983 : PUBLIC HEARING TO CONTINUE MORENO VALLEY



Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES FOR FISCAL YEAR 2020/21 (ZONE D) (RESO. NO. CSD 2020-)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct a Public Hearing to consider continuing the current Zone D Moreno Valley Community Services District annual parcel charges as proposed for Fiscal Year 2020/21.
2. Adopt Resolution No. CSD 2020-___ with **no applied charge increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Continuation of the Maximum and Applied Parcel Charges for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2020/21, and Calculation Thereof.
3. Authorize the Chief Financial Officer to adjust the proposed charges in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied charges do not exceed the maximum charges and are in compliance with the formation documents for Zone D.

SUMMARY

This report recommends the Board of the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolution, which authorizes the levy of parcel charges (Zones D – Parkway Landscape Maintenance) on the fiscal year (FY) 2020/21 property tax roll.

The FY 2020/21 proposed parcel charges are a continuation of the parcel charges currently levied on the property tax bills. The applied parcel charges are proposed to remain unchanged from the FY 2019/20 applied parcel charges.

Revenue received from the parcel charges funds the cost of ongoing maintenance of certain public landscape areas (Zone D). Funds collected for Zone D are restricted and can only be used within the Zone to provide maintenance of certain landscaped public parkways.

DISCUSSION

The CSD was formed simultaneously with City incorporation to provide a variety of benefit services. Zones within the CSD were established to allocate costs to those parcels that receive benefit from the services provided. Property owners of benefitting parcels in the zones pay a parcel charge as part of their annual property tax bill, which is used to fund the cost of providing services. Specifically, Zone D was established to fund the maintenance of certain public landscaping improvements.

The parcel charges cannot be levied on the property tax roll nor can an adjustment be made to the charge unless the property owners approved and the CSD Board authorizes such actions. Each year, the CSD Board must conduct a Public Hearing (Government Code Section 61115) to receive public input on the proposed levy, prior to authorizing such levy. Approval of the attached resolution (Attachment 1) sets the maximum and applied parcel charges for each area within Zone D. The resolution also authorizes the County to levy the parcel charges on the FY 2020/21 property tax roll.

The maximum parcel charge is the maximum amount that can be levied on the property tax roll. The applied parcel charge is the amount that is actually levied on the property tax roll. The applied parcel charge is the amount necessary to fund the services of the zone, including administration and reserves, for the upcoming fiscal year. The applied parcel charge cannot exceed the maximum parcel charge.

The FY 2020/21 applied parcel charges are recommended to remain unchanged from the FY 2019/20 applied parcel charges. The recommendation is to adjust the FY 2020/21 maximum parcel charges by the annual adjustment (2.96% Consumer Price Index), provided the property owners previously authorized such adjustment.

The Annual Levy Report (“Report”) describes Zone D, including its improvements, services funded, annual budget, method of calculation of the parcel charges, and the maximum and applied parcel charge proposed for each parcel. A boundary map of Zone D is included as Attachment 2 and included in Appendix C of the Report. The

Report is on file in the office of the Secretary of the CSD Board (City Clerk) and is accessible from the City's website (www.moval.org/sf).

The level of landscape maintenance provided for Zone D is based on each area's financial resources. At the time the City accepts an area's public landscaping for maintenance, the parcel charge is set at a rate sufficient to fund the City's standard frequency of services, Level 1 (4-week rotation). For those areas where costs to maintain the landscaping have increased and the property owners have not approved a mail ballot proceeding to change the parcel charge to fund those increases, the frequency of service has been reduced to a level consistent with available funding. The current service level for the areas within Zone D is included in Appendix D of the Report.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum parcel charges at its February 25, 2020 meeting.

This action meets the Strategic Plan Priorities by providing the financial resources to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct the Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow for collection of revenue necessary to fund the services the zone was created to provide. This alternative will avoid burdening the General Fund to provide the services.*
2. Conduct the Public Hearing and do not approve the recommended actions. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 parcel charges on the property tax roll and collecting the funding to support the programs and services the zone was created to provide. Selection of this alternative may require a contribution from the General Fund.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the parcel charges on the 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the CSD parcel charge as a part of their annual property tax bill. The parcel charge, including inflationary adjustments where applicable, has been approved by the property owners through prior proceedings. Funds received for the benefit of Zone D are restricted and can only be used to fund the services of that zone.

A summary of the FY 2020/21 proposed parcel charges is provided below. Detail of the proposed maximum and applied parcel charges is included in the Report and proposed resolution.

Community Services Districts (Zone D) Proposed Annual Parcel Charges								
Zone	Estimated Parcel Count	Charge Category	FY 2019/20		FY 2020/21		Change in Applied Rate	Annual Adjustment to Max Rate ³
			Maximum Annual Charges	Applied Annual Charges	Maximum Annual Charges	Applied Annual Charges		
D ^{1,2}	11,437	Per parcel	varies	varies	varies	varies	\$ -	2.96%
¹ 28 of the 103 Zone D tracts do not have an approved annual adjustment. ² Costs shared based on the area of public landscaping maintained and the number of parcels sharing in the cost. See attached Resolution for tract specific detail. ³ Annual adjustment approved by property owners. Based on percentage change calculated for the prior year in the Los Angeles-Long Beach-Anaheim Regional Consumer Price Index (index approved by the property owners)(CPI), as published by the Department of Labor's Bureau of Labor Statistics. 2.96% CPI applied to FY 2019/20 maximum rate to determine FY 2020/21 maximum rate.								

The total projected parcel charge revenue for Zone D is included below. Revenue projections are included in the City's FY 2020/21 adopted Operating Budget.

District	Description	Proposed Revenue
Zone D	Parkway Landscape Maintenance	\$ 1,039,820.12

NOTIFICATION

On April 28, 2020, a Public Hearing notification was mailed to the property owners. A Notice of Public Hearing was also published in The Press-Enterprise on April 30 and May 7, 2020.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Michael L. Wolfe, P.E.,
Interim Assistant City 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 Approving Annual Levy for CSD Zn D
- 2. Boundary Map - Zone D

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/07/20 12:38 PM
City Attorney Approval	<u>✓ Approved</u>	5/07/20 9:32 AM
City Manager Approval	<u>✓ Approved</u>	5/08/20 2:40 PM

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CONTINUATION OF THE MAXIMUM AND APPLIED PARCEL CHARGES FOR PROVIDING ZONE D (PARKWAY LANDSCAPE MAINTENANCE) SERVICES DURING FISCAL YEAR 2020/21, AND CALCULATION THEREOF

WHEREAS, the Moreno Valley Community Services District (“CSD”) provides improvements and maintenance for parkway and median landscape within the Zone D and provides funding for such services through the collection of the CSD Zone D parcel charges from benefitting assessable parcels within Zone D; and

WHEREAS, the Community Services District Law of the State of California, California Government Code Section 61000 et seq. provides that such services may be funded, in whole or in part, by charges which may be collected on the property tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general property taxes collected by the County for the benefit of the CSD; and

WHEREAS, the City Council, acting in its capacity as Board of Directors for the CSD (“CSD Board”), has determined that it is in the best interest of the CSD to have its charges for Zone D (Parkway Landscape Maintenance) services be so collected on the Riverside County property tax roll; and

WHEREAS, the CSD Board has determined that continuing the calculation of the applied charges and application of the charges, as previously approved by the property owners, for each assessable parcel of real property within CSD Zone D will provide the necessary and equitable revenue stream to fund the parkway and median landscape maintenance services by the CSD for fiscal year (FY) 2020/21; and

WHEREAS, the property owners, where applicable, authorized an annual Consumer Price Index (CPI) adjustment to the maximum charges through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum charges, including a CPI adjustment is necessary; and

WHEREAS, a report identifying each assessable parcel of real property subject to the charge and the amount of the charge which is to be levied against each such parcel for FY 2020/21 (“Report”) is on file in the Office of the Secretary to the CSD (City Clerk), available for public inspection, and incorporated herein by reference; and

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

WHEREAS, notice of the filing of the Report, and of a hearing thereon, has been given as required by law; and

WHEREAS, the CSD Board has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the CSD Board heard and considered all objections and protests, if any.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Report. The above referenced Report is approved as filed, as the Report may have been modified by order of the CSD Board.
3. Applied Charges. The applied charges for FY 2020/21 per assessable parcel of real property within Zone D are identified in Exhibit "A" attached hereto.
4. Maximum Charges. The maximum charges for FY 2020/21 per assessable parcel of real property within Zone D are identified in Exhibit "A" attached hereto.
5. Confirming the Charges. The maximum and applied charges are hereby confirmed for each assessable parcel of real property within CSD Zone D, as set forth in the Report.
6. Collection of Charges. The applied charges set forth in the Report, as herein confirmed, shall be collected on the Riverside County property tax roll at the same time and in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes; provided, however, the CSD may utilize a direct billing procedure for any charges that cannot be collected on the Riverside County property tax roll or may, by resolution, elect to collect the charges at a different time or in a different manner if necessary to meet its financial obligations, and if so collected, a delinquent penalty of 10% of the charge will attach at 5:00 p.m. on the date the charge becomes delinquent and interest at 1.5% per month of the delinquent charge will attach on July 1st after the delinquency date and the first of each month thereafter until such charge is paid. Notwithstanding anything to the contrary, in no event shall the total penalties, including any original delinquency fees, delinquency penalties, and interest thereon exceed the maximum amount permitted by law.

2
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

7. Proposition 218. As set forth in Resolution CSD 97-05, the existing Zone D parcel charges are exempt from the requirements of Proposition 218 (Articles XIII C and XIII D of the California Constitution) so long as they are not increased and are therefore are not subject to voter ratification at this time.
8. Modifications. The City's Chief Financial Officer is authorized to adjust the parcel charges levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the parcel charges were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied rate does not exceed the maximum rate and is in compliance with the formation documents of Zone D.
9. Provision of Services. Nothing in this description of services or any Resolution or Ordinance 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 parcel charge revenue for Zone D.
10. 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 CSD Board declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
11. Certified Copy. The Secretary of the CSD is hereby ordered to forward a certified copy of this Resolution to the County of Riverside and to take such actions as are required for the collection of the charges.
12. Certification. The Secretary of the CSD shall certify to the adoption of this Resolution.
13. Effective Date. This Resolution shall become effective immediately upon its adoption.

3
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

APPROVED AND ADOPTED this 19th day of May 2020.

By: _____

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 2020-4
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn D (3982 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

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 for the Moreno Valley Community Services District at a regular meeting held on the 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-5
Date Adopted: May 19, 2020

Attachment: Resolution Approving Annual Levy for CSD Zn D (3982 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

EXHIBIT A

Zone D (Landscape Maintenance) ¹				
FY 2020/21 Maximum and Applied Charges				
Tract Number	Parcel Count	Maximum Charge ²	Applied Charge ³	Total Levy
10191/18468	77	\$ 86.49	\$ 84.02	\$ 6,469.54
11848	62	105.28	102.26	6,340.12
12305 ⁴	98	57.00	24.96	2,446.08
12608	75	239.44	-	-
12773	160	100.27	76.36	12,217.60
12902	80	90.24	64.10	5,128.00
13576/19080/19081	332	40.07	31.48	10,451.36
13585 ⁴	81	57.00	48.94	3,964.14
14387/12268 ⁴	176	57.00	42.32	7,448.32
15387 ⁴	100	57.00	57.00	5,700.00
15433	138	112.81	97.36	13,435.68
16768	105	80.20	77.90	8,179.50
16769	156	76.44	50.92	7,943.52
16770 ⁴	70	57.00	57.00	3,990.00
17033	38	217.09	142.04	5,397.52
17176 ⁴	138	57.00	57.00	7,866.00
17334	57	424.96	354.22	20,190.54
17387 ⁴	37	57.00	57.00	2,109.00
17457	40	99.01	68.56	2,742.40
17867 ⁴	195	57.00	55.56	10,834.20
18283 ⁴	538	57.00	29.34	15,784.92
18512/21322	519	100.93	74.16	38,489.04
18784/20906	137	217.98	187.42	25,676.54
18930	295	96.53	75.32	22,219.40
19032	113	238.22	116.44	13,157.72
19141	62	94.00	91.30	5,660.60
19142 ⁴	50	57.00	57.00	2,850.00
19143 ⁴	51	57.00	57.00	2,907.00
19208	153	91.08	72.12	11,034.36
19210	122	85.24	58.38	7,122.36
19233 ⁴	129	57.00	32.56	4,200.24
19363 ⁴	151	57.00	47.16	7,121.16
19434 ⁴	156	57.00	36.94	5,762.64
19474 ⁴	120	57.00	48.02	5,762.40
19496	45	80.20	75.36	3,391.20
19500	40	91.46	69.16	2,766.40
19509 ⁴	323	57.00	51.30	16,569.90
19518/18372 ⁴	108	57.00	57.00	6,156.00
19529	35	87.73	80.90	2,831.50
19533 ⁴	147	57.00	36.94	5,430.18
19541	40	116.60	113.24	4,529.60
19551	225	118.19	81.68	18,378.00
19675	38	100.27	57.28	2,176.64
19685	311	87.73	80.34	24,985.74
19799	31	335.29	287.06	8,898.86
19852	292	84.94	55.64	16,246.88
19862	35	185.73	147.20	5,152.00

EXHIBIT A

Zone D (Landscape Maintenance) ¹				
FY 2020/21 Maximum and Applied Charges				
Tract Number	Parcel Count	Maximum Charge ²	Applied Charge ³	Total Levy
19912	138	104.02	91.90	12,682.20
19937	163	134.27	99.48	16,215.24
19957	72	84.94	82.50	5,940.00
20030	41	125.50	121.90	4,997.90
20032 ⁴	171	57.00	57.00	9,747.00
20072	119	109.59	106.44	12,666.36
20120	41	117.87	105.86	4,340.26
20197 ⁴	221	57.00	45.84	10,130.64
20272	205	156.75	134.74	27,621.70
20301 ⁴	149	57.00	48.50	7,226.50
20404	238	129.27	84.84	20,191.92
20525 ⁴	213	57.00	49.68	10,581.84
20552 ⁴	200	57.00	57.00	11,400.00
20660	76	131.75	127.98	9,726.48
20715	342	115.72	96.56	33,023.52
20718	104	174.42	115.78	12,041.12
20859	313	81.26	78.92	24,701.96
20869 ⁴	72	57.00	57.00	4,104.00
20941	76	129.24	93.86	7,133.36
21113 ⁴	166	57.00	48.66	8,077.56
21332	104	120.36	116.90	12,157.60
21333	127	261.14	189.48	24,063.96
21345	53	143.05	117.52	6,228.56
21597	75	582.67	268.80	20,160.00
21616	37	465.35	349.64	12,936.68
21737	14	263.62	256.04	3,584.56
21806	70	86.49	84.02	5,881.40
22093	73	212.69	162.46	11,859.58
22276	38	244.30	237.28	9,016.64
22277	38	331.38	207.34	7,878.92
22371	39	358.98	244.70	9,543.30
22889	56	233.27	226.56	12,687.36
22999 ⁴	43	67.00	67.00	2,881.00
23046 ⁴	38	183.00	183.00	6,954.00
24721 ⁴	64	57.00	57.00	3,648.00
27526	51	200.79	144.36	7,362.36
28882	111	129.24	102.86	11,417.46
29038	72	75.19	54.60	3,931.20
30027	134	247.53	209.10	28,019.40
30967	33	575.75	395.58	13,054.14
31129	109	167.71	108.72	11,850.48
31257	17	1,317.16	942.82	16,027.94
31268	26	227.10	158.84	4,129.84
31269	35	269.62	250.62	8,771.70
31269-1	107	370.26	212.62	22,750.34
31284	144	156.53	112.76	16,237.44
31424	37	269.62	185.28	6,855.36
31591	33	569.97	451.18	14,888.94

Attachment: Resolution Approving Annual Levy for CSD Zn D (3982 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

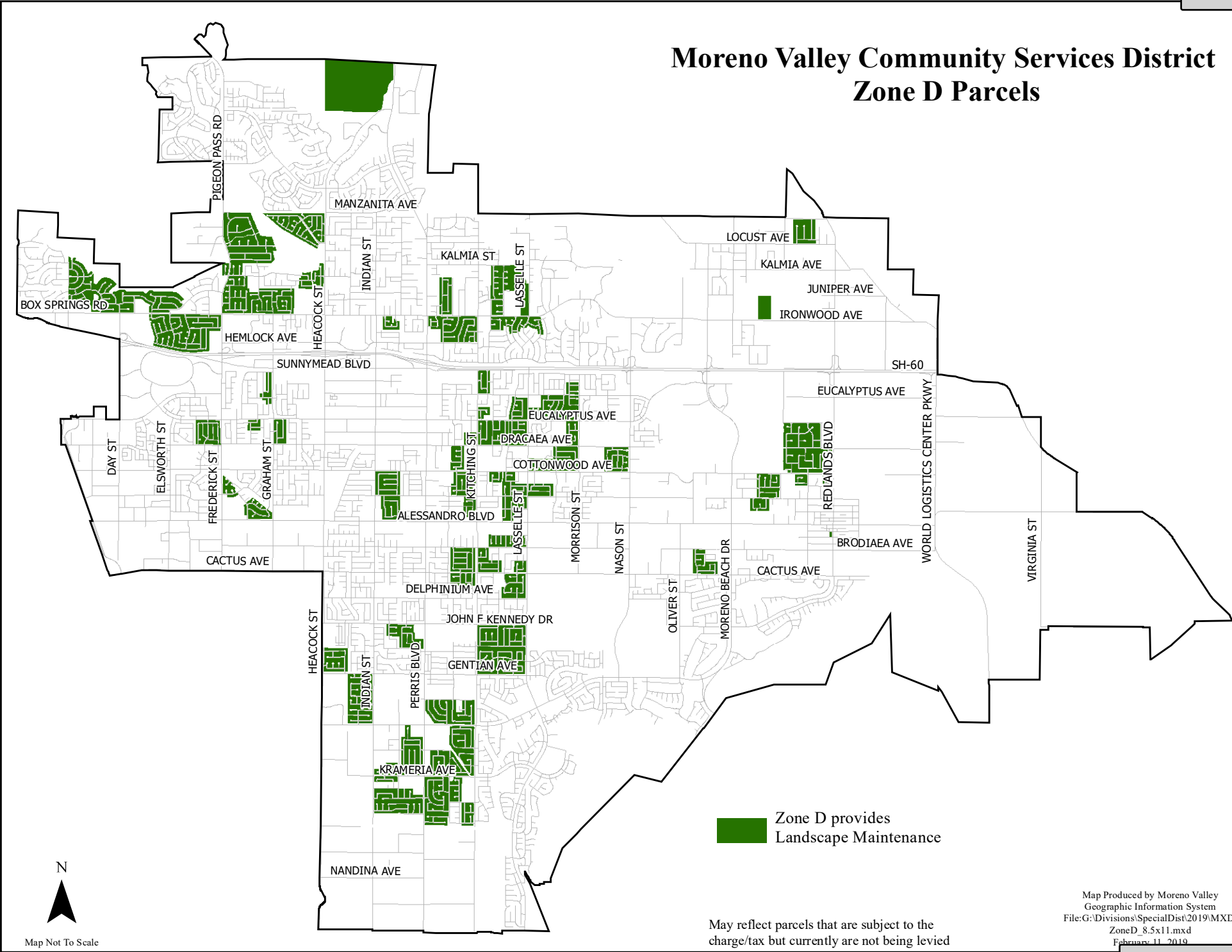
7
Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

EXHIBIT A

Zone D (Landscape Maintenance) ¹				
FY 2020/21 Maximum and Applied Charges				
Tract Number	Parcel Count	Maximum Charge ²	Applied Charge ³	Total Levy
32005	2	137.94	-	-
32018	77	85.24	82.80	6,375.60
32625	20	1,231.96	790.22	15,804.40
32715	36	1,124.73	616.60	22,197.60
33436	2	51.69	-	-
33637	4	365.85	-	-
33962	2	608.53	-	-
4-Custom Homes	4	698.47	-	-
Total Zone D Levy for FY 2020/21				\$ 1,039,820.12
¹ There are 103 Tract/Developments subject to the Zone D charge; however, only 97 Tracts are projected to be levied in FY 2020/21. The determination to levy the Zone D charge is dependent on whether improvements adjacent to the parcel have been or are being constructed. ² Maximum charge increased by 2.96% inflationary adjustment, if approved by property owners through prior proceedings. ³ Applied charge remains unchanged from the FY 2019/20 applied charge. ⁴ An annual inflation adjustment has not been approved by the property owners.				

Attachment: Resolution Approving Annual Levy for CSD Zn D (3982 : PUBLIC HEARING TO CONTINUE MORENO VALLEY COMMUNITY

Moreno Valley Community Services District Zone D Parcels



Attachment: Boundary Map - Zone D (3982 : PUBLIC HEARING TO CONTINUE MORENO VALLEY

May reflect parcels that are subject to the charge/tax but currently are not being levied

Map Produced by Moreno Valley
Geographic Information System
File:G:\Divisions\SpecialDist\2019\MXD\ZoneD_8.5x11.mxd
February 11, 2019



Report to City Council

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

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM DIAGRAMS AND ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 2014-02 FOR FISCAL YEAR 2020/21 (RESO. NO. CSD 2020-___)

RECOMMENDED ACTION

Recommendations: That the CSD:

1. Conduct the Public Hearing on the proposed levy of real property assessments for Moreno Valley Community Services District Landscape Maintenance District (LMD) No. 2014-02.
2. Adopt Resolution No. CSD 2020-___, with **no applied assessment rate increase**, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Final Engineer's Report and Confirming Diagrams and Assessments for Fiscal Year 2020/21 and Ordering that Costs for Certain Improvements Shall Be Raised Through Installments Over a Period of Years in Connection with Moreno Valley Community Services District LMD No. 2014-02.
3. Amend the Capital Improvement Plan for LMD No. 2014-02 and authorize the Chief Financial Officer to approve the budget adjustments as set forth in the Fiscal Impact section of this report.
4. Authorize the Chief Financial Officer to adjust the proposed assessments in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments

were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments and are in compliance with the formation documents for the district.

SUMMARY

This report recommends the Board for the Moreno Valley Community Services District (“CSD Board”) conduct a Public Hearing and consider adoption of the proposed resolution, which approves the Final Engineer’s Report, confirms the diagrams (i.e. maps), authorizes the levy of assessments on the fiscal year (FY) 2020/21 property tax roll, and orders the collection of revenue for future capital improvement projects for Moreno Valley Community Services District Landscape Maintenance District No. 2014-02 (“LMD No. 2014-02” or “District”).

The FY 2020/21 proposed assessments are a continuation of the real property assessments currently levied on the property tax bills. The applied assessment rates are proposed to remain unchanged from the FY 2019/20 applied assessment rates.

Revenue received from the assessment funds, in part, the ongoing maintenance of the public landscaping within the District and in some zones is apportioned for related capital improvement projects. Funds collected for each zone are restricted and can only be used in the zone and for the purposes for which they are collected.

DISCUSSION

On May 27, 2014, the CSD Board adopted its Resolution No. CSD 2014-09, establishing LMD No. 2014-02 (certain former CSD landscape zones). On May 12, 2015, Zone 09 annexed into the District. There are eleven benefit zones included in LMD No. 2014-02. Each zone provides a specific set of public landscape maintenance services within a defined geographical area of the City. Property owners of benefitting parcels in the zones pay a special assessment as part of their annual property tax bill to fund the cost of maintaining the public landscaping within the zone (i.e. Special Benefit). Revenue from the assessments funds the cost to provide the Special Benefit, as defined in the Assessment Engineer’s Report, for the public landscaping located within the District.

The assessments cannot be levied on the property tax roll nor can an adjustment be made to the assessment rate unless the property owners approved and the CSD Board authorizes such actions. Each year, the CSD Board must initiate proceedings and conduct a Public Hearing (Landscaping and Lighting Act of 1972) to receive public input on the proposed levy, prior to authorizing such levy. Approval of the attached resolution (Attachment 1) confirms the maps, confirms the maximum and applied assessments, and authorizes an updated capital improvement program for those zones with available funding. The resolution also authorizes the County to levy the assessments on the FY 2020/21 property tax roll.

On March 17, 2020, the CSD Board adopted resolutions to initiate the annual proceedings for the FY 2020/21 levy and approved an Assessment Engineer's Report. The Assessment Engineer's Report was subsequently amended to have the applied assessment rates for FY 2020/21 remain unchanged from the FY 2019/20 applied assessment rates and to correct typographical errors ("Final Report") (Attachment 2).

The Final Report includes a description of the improvements within the District, the estimated annual expenses for each zone, funding to be collected for capital improvement projects within a zone, the method of assessment apportionment for each lot or parcel within the District boundaries, and diagrams showing the parcels within the zones that make up the District.

The Final Report also provides an analysis of the District's annual financial status. It separates and apportions the cost of General Benefit, as defined in the Final Report, and the cost of Special Benefit (i.e. funded by the assessment) of the landscape maintenance services to the benefitting properties. The General Fund is also programmed to cover additional costs, which are outlined in the Fiscal Impact section of this report.

Special Benefit

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 change the assessment rate to fund those increases, the frequency of service has been reduced to a level consistent with available funding. Maps of each zone and their service level are included in the Final Report.

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 to 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. acre, condo). The Special Benefit a parcel receives from the improvements is apportioned based on its assigned EBU and the applied assessments are levied on the property tax roll.

The maximum assessment rate is the maximum amount that can be used to calculate the assessment levied on the property tax roll. The applied assessment rate is the amount that is used to calculate the assessment actually levied on the property tax roll. The assessment is calculated by applying the rate on an EBU basis of those parcels in the zone. The applied assessment is the amount necessary to fund the services of the zone, including administration and reserves, for the upcoming fiscal year. The applied assessment rate cannot exceed the maximum assessment rate.

The FY 2020/21 applied assessment rates are recommended to remain unchanged from the FY 2019/20 applied assessment rates. The recommendation is to adjust the maximum assessment rate by the annual adjustment identified in the Fiscal Impact

section of this report, provided the property owners previously approved such adjustment. Zone 04 is the only zone without a property owner approved adjustment.

The City's adopted Capital Improvement Plan (CIP) includes projects for those zones with sufficient funding. In response to an opportunity to participate in a rebate program offered through Metropolitan Water District and Eastern Municipal Water District, the City is able to advance the scheduling of a median renovation project in Zone 03. An amendment to the CIP and establishment of a budget for the project is necessary for FY 2019/20 and FY 2020/21. An updated CIP, with respect to the LMD, is included as Attachment 3.

The Finance Subcommittee reviewed the annual inflationary adjustments proposed for the maximum assessment rates at its February 25, 2020 meeting.

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. Conduct the Public Hearing and approve the recommended actions as presented. *Staff recommends this alternative, as it will allow for collection of revenue necessary to support the services the District was created to provide. This alternative will avoid burdening the General Fund to provide the services.*
2. Conduct the Public Hearing and do not approve the recommended actions. *Staff does not recommend this alternative as it may prevent the City from levying the FY 2020/21 assessments and collecting the funding to support the services of the District. Selection of this alternative may require a contribution from the General Fund.*
3. Open the Public Hearing but continue consideration of the remaining recommendations to a future regular City Council meeting. *Staff does not recommend this alternative as it may prevent the City from meeting the County's deadline to include the assessment on the FY 2020/21 property tax roll.*

FISCAL IMPACT

Property owners pay the LMD No. 2014-02 assessment as a part of their annual property tax bill. The assessment, including inflationary adjustments where applicable, has been approved by the property owners through prior proceedings. Funds received for the benefit of each zone are restricted and can only be used to fund the services of that zone. The recommended assessment rates for FY 2020/21 are listed in the table

below. Parcel specific detail of the proposed maximum and applied assessments is included in the Final Report. The Final Report is available from the City Clerk's office and accessible from the City's website (www.moval.org/sf).

For FY 2020/21, the total projected expenditures for the District is \$2,747,347.59. The property assessments are projected to generate \$2,053,898.22 in revenue. Other revenue sources to the District (e.g. interest income), the use of available unassigned reserves for applicable zones, and the General Fund are programmed to fund the difference between the projected expenditures and assessment revenue.

LMD 2014-02 (Landscape Maintenance)								
Proposed Annual Assessments for Fiscal Year 2020/21								
Zone	# of EBUs ¹	FY 2019/20 Rates		FY 2020/21 Rates				
		Maximum ²	Applied ^{3,4}	Maximum ²	Applied ^{3,4}	Adjustment to Maximum ⁵	Change in Applied	Assessment Revenue ⁶
Zone 01	2185	\$ 151.13	\$ 151.12	\$ 155.60	\$ 151.12	2.96%	\$ -	\$ 330,154.14
Zone 01A	557	\$ 92.54	\$ 92.54	\$ 95.27	\$ 92.54	2.96%	\$ -	\$ 51,544.78
Zone 02	1178	\$ 476.73	\$ 476.72	\$ 490.84	\$ 476.72	2.96%	\$ -	\$ 561,576.16
Zone 03	4507	\$ 151.13	\$ 151.12	\$ 155.60	\$ 151.12	2.96%	\$ -	\$ 681,032.72
Zone 03A	467	\$ 80.37	\$ 80.36	\$ 82.74	\$ 80.36	2.96%	\$ -	\$ 37,528.12
Zone 04 ⁷	2299	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	0.00%	\$ -	\$ 252,925.20
Zone 05 ⁸	334	\$ 474.96	\$ 25.00	\$ 489.01	\$ 25.00	2.96%	\$ -	\$ 8,350.00
Zone 06 ⁸	424	\$ 332.57	\$ 139.14	\$ 342.41	\$ 139.14	2.96%	\$ -	\$ 58,995.36
Zone 07 ⁸	262	\$ 398.41	\$ 38.16	\$ 410.20	\$ 38.16	2.96%	\$ -	\$ 9,997.92
Zone 08 ⁸	291	\$ 350.84	\$ 79.02	\$ 361.22	\$ 79.02	2.96%	\$ -	\$ 22,994.82
Zone 09 ^{8,9}	150	\$ 719.54	\$ 258.66	\$ 740.83	\$ 258.66	3.00%	\$ -	\$ 38,799.00
Total Projected Assessment Revenue								\$ 2,053,898.22
¹ 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, depending upon the formula in the Engineer's ² Maximum Rate that can be levied as previously authorized by the property owners. ³ Applied Rate is the amount levied on the property tax roll. ⁴ Rounded to down to an even number; Riverside County requires even numbers for fixed charges (i.e. assessments). ⁵ 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 ⁶ Amount calculated may differ due to rounding. ⁷ Does not have a property owner approved annual adjustment. ⁸ Applied rate lowered due to projected expenses and/or available fund balances. ⁹ Property owners authorized an annual inflationary adjustment of the greater of CPI or 3%.								

The City's FY 2020/21 adopted Operating Budget includes a General Fund contribution of \$201,317.91, which is detailed below.

General Fund Costs		
Type	Description	Amount
General Benefit Cost	As defined in the Report, represents costs which are not allowed to be assessed to properties and therefore, are apportioned to the General Fund. The General Benefit is the benefit the 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 improvements not been installed by the development.	\$ 158,610.00
General Fund Maintained Area Costs	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 within a zone at the time of development (e.g. drainage area in Zone 04).	\$ 15,085.91
Contribution for Non-Assessed Parcels	Funds the annual contribution for parcels that benefit from the improvements but have not been assessed because the property owner has not approved the rate through a mail ballot proceeding; these are, or were, typically government owned properties (e.g. Fire Station).	\$ 27,622.00
Total		\$ 201,317.91

The following CIP Budget Adjustment will allow for improvements to be installed in those zones with the available resources.

Fiscal Year	Funding Source	GL Account No.	Project	Adopted Budget	Adjustments	Amended Budget
2019/20	LMD 2014-02	5014-70-79-25721-585200		\$288,000	\$150,000	\$438,000
			SD LMD ZN 01-TG	\$100,000	\$0	\$100,000
			SD LMD ZN 03-MVRW	\$165,000	\$150,000	\$315,000
			SD LMD ZN 05-SR	\$3,000	\$0	\$3,000
			SD LMD ZN 06-MF	\$9,000	\$0	\$9,000
			SD LMD ZN 07-CEL	\$3,000	\$0	\$3,000
			SD LMD ZN 08-SM	\$8,000	\$0	\$8,000
2020/21	LMD 2014-02	5014-70-79-25721-585200		\$166,000	\$250,000	\$416,000
			SD LMD ZN 01-TG	\$18,000	\$0	\$18,000
			SD LMD ZN 03-MVRW	\$125,000	\$250,000	\$375,000
			SD LMD ZN 05-SR	\$3,000	\$0	\$3,000
			SD LMD ZN 06-MF	\$9,000	\$0	\$9,000
			SD LMD ZN 07-CEL	\$3,000	\$0	\$3,000
			SD LMD ZN 09-SV	\$8,000	\$0	\$8,000

Third party costs associated with the annual levy approval process and preparation of the reports 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 a legal notice. These costs are included in the City's FY 2019/20 Adopted Budget for LMD No. 2014-02 (fund 5014).

NOTIFICATION

The Public Hearing notice was published in The Press-Enterprise on Thursday, May 7, 2020 in compliance with Streets & Highways Code Section 22626.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Candace E. Cassel
Special Districts Division Manager

Michael L. Wolfe, P.E.
Interim Assistant City 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 Confirming Assessments
2. LMD 2014-02 Assessment Engineer's Report
3. Amended CIP

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/20 11:47 AM
City Attorney Approval	<u>✓ Approved</u>	5/11/20 10:05 AM
City Manager Approval	<u>✓ Approved</u>	5/11/20 1:09 PM

RESOLUTION NO. CSD 2020-__

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FINAL ENGINEER'S REPORT AND CONFIRMING DIAGRAMS AND ASSESSMENTS FOR FISCAL YEAR 2020/21 AND ORDERING THAT COSTS FOR CERTAIN IMPROVEMENTS SHALL BE RAISED THROUGH INSTALLMENTS OVER A PERIOD OF YEARS IN CONNECTION WITH 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 CSD 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 an annual assessment against real property; and

WHEREAS, by its Resolution No. CSD 2020-07, adopted on March 17, 2020, the CSD 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", 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 its Resolution No. CSD 2020-08, adopted on March 17, 2020, the Board of Directors approved the Report as filed; and

WHEREAS, by its Resolution No. CSD 2020-09, adopted on March 17, 2020, the Board of Directors declared its intention to levy an assessment against real property in the Assessment District for FY 2020/21 and scheduled a public hearing (the "Public

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Resolution No. CSD 2020-__
Date Adopted: May 19, 2020

Attachment: Resolution Confirming Assessments (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM

Hearing”) regarding that levy for 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; and

WHEREAS, the Board of Directors has determined that continuing the calculation of the applied assessments and application of the assessment, as previously approved by the property owners, for each assessable parcel of real property within the Assessment District will provide the necessary and equitable revenue stream to fund the landscape maintenance within the Assessment District for FY 2020/21; and

WHEREAS, the property owners, where applicable, authorized an annual adjustment to the maximum charges through prior proceedings; and

WHEREAS, the CSD Board has determined that continuing the calculation of the maximum charges, including an annual adjustment is necessary; and

WHEREAS, the Assessment Engineer has prepared and filed an amended report entitled “Annual Engineer’s Report Fiscal Year 2020/21, Moreno Valley Community Services District Lighting Maintenance District No. 2014-02”, executed May 4, 2020 (the “Final Report”), which has modified the applied assessment rates, update the Capital Improvement Projects, and correct typographical errors; and

WHEREAS, the Final Report 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, notice of the Public Hearing was published in the manner set forth in Section 22626(a) of the Act; and

WHEREAS, at the appointed time and place, the Board of Directors held the Public Hearing; and

WHEREAS, at the Public Hearing, all interested persons were afforded the opportunity to hear and be heard and there was no majority protest; and

WHEREAS, having considered all oral statements and all written protests made or filed at the Public Hearing, the Board of Directors desires to levy the proposed assessment for 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 foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of the Report. The Board of Directors hereby approves the Final Report

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

as filed.

3. Assessment. The diagrams and assessments incorporated into the Final Report are hereby confirmed. This action constitutes the levy of the applied assessments for FY 2020/21. Staff is directed to transmit the applied assessments to the Riverside County Auditor and to cause the assessments to be collected at the same time and in the same manner as county taxes are collected.
4. Capital Improvement Projects. 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 Final Report. General descriptions of these improvements, 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 included in the FY 2020/21 Capital Improvement Plan and described in the attached Capital Improvement Projects, included herein as Exhibit A and incorporated into this Resolution by this reference.
5. Modifications. The Chief Financial Officer is authorized to adjust the assessments levied on the property tax roll in the event there are any parcel changes, clerical errors, or other adjustments as may be necessary between the date the assessments were calculated and the date the fixed charges are submitted to the County of Riverside, provided the applied assessments do not exceed the maximum assessments, and are in compliance with the formation documents for each zone within the Assessment District.
6. 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 from revenue within each zone of the Assessment District.
7. 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.
8. Effective Date. This Resolution shall be effective immediately upon adoption.
9. Certification. The Secretary of the Board/City Clerk shall certify to the adoption of

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Resolution No. CSD 2020-____
Date Adopted: May 19, 2020

this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 19th day of May 2020.

By:
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Attachment: Resolution Confirming Assessments (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM

Resolution No. CSD 2020-4
Date Adopted: May 19, 2020

Exhibit A

Capital Improvement Projects

Projects	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																					
	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																														
Parkway Renovations	X			X		X	X								X													X													X
Stamped concrete on Nason (southern most median)																																									X

Projects	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																						
	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)																																										

Attachment: Resolution Confirming Assessments (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM

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 19th day of May 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁶
Date Adopted: May 19, 2020

Attachment: Resolution Confirming Assessments (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND CONFIRM



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 (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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 (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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Appendix

Appendix A Capital Improvement Projects _____ A-1

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 4th day of May, 2020.

ALBERT A. WEBB ASSOCIATES



Matthew E. Webb

Digitally signed by Matthew E. Webb
DN: C=US, E=matt.webb@webbassociates.com, CN=Matthew E. Webb
Location: Riverside CA
Reason: I am approving this document
Contact Info: 951-486-1070
Date: 2020.05.06 11:11:44-0700'

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

Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

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.¹

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

¹ 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 ^a
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
Total Estimated General Benefit Costs	\$158,610.00

^a 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. EBUs 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 a 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

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 Costs² = 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

² Plus, where applicable, General Fund Maintained Area Costs.

3. Estimate of Costs

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
Annual Operating Expenses				
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
Total O&M Expenses	\$326,437.00	\$80,083.00	\$589,205.00	\$631,123.00
Capital Improvement Project (CIP) and Rehabilitation ^a				
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
Incidental/Administrative Expenses				
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
Total Incidental/Administrative Expenses	\$21,171.00	\$5,310.00	\$43,143.00	\$51,371.00
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Expenses	\$363,300.24	\$85,393.00	\$632,348.00	\$746,447.58
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
Total Special Benefit Costs	\$348,359.24	\$82,053.00	\$602,199.00	\$706,422.58
Other Available Funding				
Use of Reserves ^b	(\$9,805.10)	(\$29,908.22)	(\$36,022.84)	(\$20,189.86)
Interest Income & Unrealized Gains/Losses	(\$2,400.00)	(\$600.00)	(\$4,600.00)	(\$5,200.00)
Reimbursement Agreements ^c	(\$6,000.00)	\$0.00	\$0.00	\$0.00
Total Contributions/Adjustments	(\$18,205.10)	(\$30,508.22)	(\$40,622.84)	(\$25,389.86)
Net Special Benefit Assessment to Levy	\$330,154.14	\$51,544.78	\$561,576.16	\$681,032.72
District Statistics				
Total Parcels ^d	1,186	557	1,151	4,513
Total Assessed Parcels ^e	1,185	557	1,151	4,509
Total EBUs	2,184.72575	557.00000	1,178.00000	4,506.59291
Proposed Assessment per EBU ^f	\$151.12	\$92.54	\$476.72	\$151.12
Maximum Assessment per EBU	\$155.60	\$95.27	\$490.84	\$155.60
EBU of Non-Assessed Parcels	5.00000	0.00000	0.00000	120.48200
Contribution for Non-Assessed Parcels ^g	(\$755.60)	n/a	n/a	(\$18,207.20)
Net Balance to Levy	\$329,398.54	\$51,544.78	\$561,576.16	\$662,825.52
Reserve Fund/Fund Balance				
Estimated Beginning Fund Balance as of July 1, 2020	\$577,226.64	\$104,463.77	\$884,647.08	\$1,124,039.35
Levy and Other Funding Sources	\$338,554.14	\$52,144.78	\$566,176.16	\$686,232.72
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)
Estimated Ending Fund Balance as of June 30, 2021	\$449,421.54	\$74,555.55	\$848,624.24	\$813,849.49
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
Total Reserve Requirement	\$375,416.64	\$92,224.44	\$682,935.84	\$737,093.52
Overage/(Shortage)	\$74,004.90	(\$17,668.89)	\$165,688.40	\$76,755.97

^a See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

^b Use of Reserves to fund services beyond levy amount.

^c Zone 01 receives revenue from the City of Riverside as a result of a shared median.

^d "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

^e "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

^f The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

^g 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
Annual Operating Expenses				
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
Total O&M Expenses	\$36,179.00	\$325,716.00	\$103,349.00	\$148,607.00
Capital Improvement Project (CIP) and Rehabilitation ^a				
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
Incidental/Administrative Expenses				
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
Total Incidental/Administrative Expenses	\$4,252.00	\$46,144.00	\$4,959.00	\$8,097.00
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Expenses	\$41,523.77	\$371,860.00	\$108,308.00	\$156,704.00
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
Total Special Benefit Costs	\$39,040.77	\$312,053.36	\$103,765.00	\$148,460.00
Other Available Funding				
Use of Reserves ^b	(\$1,112.65)	(\$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 ^c	\$0.00	\$0.00	\$0.00	\$0.00
Total Contributions/Adjustments	(\$1,512.65)	(\$59,128.16)	(\$95,415.00)	(\$89,464.64)
Net Special Benefit Assessment to Levy	\$37,528.12	\$252,925.20	\$8,350.00	\$58,995.36
District Statistics				
Total Parcels ^d	467	2,087	334	424
Total Assessed Parcels ^e	467	2,074	334	424
Total EBUs	467.00000	2,299.32000	334.00000	424.00000
Proposed Assessment per EBU ^f	\$80.36	\$110.00	\$25.00	\$139.14
Maximum Assessment per EBU	\$82.74	\$110.00	\$489.01	\$342.41
EBU of Non-Assessed Parcels	0.00000	78.72000	0.00000	0.00000
Contribution for Non-Assessed Parcels ^g	n/a	(\$8,659.20)	n/a	n/a
Net Balance to Levy	\$37,528.12	\$244,266.00	\$8,350.00	\$58,995.36
Reserve Fund/Fund Balance				
Estimated Beginning Fund Balance as of July 1, 2020	\$90,364.59	\$552,800.34	\$277,914.46	\$302,434.85
Levy and Other Funding Sources	\$37,928.12	\$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)
Estimated Ending Fund Balance as of June 30, 2021	\$89,251.94	\$495,472.18	\$178,699.46	\$196,770.21
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
Total Reserve Requirement	\$43,665.48	\$401,608.80	\$116,972.64	\$169,240.32
Overage/(Shortage)	\$45,586.46	\$93,863.38	\$61,726.82	\$27,529.89

^a See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

^b Use of Reserves to fund services beyond levy amount.

^c Zone 01 receives revenue from the City of Riverside as a result of a shared median.

^d "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

^e "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

^f The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

^g 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
Annual Operating Expenses				
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
Total O&M Expenses	\$76,869.00	\$93,405.00	\$59,928.00	\$2,470,901.00
Capital Improvement Project (CIP) and Rehabilitation ^a				
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
Incidental/Administrative Expenses				
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
Total Incidental/Administrative Expenses	\$4,320.00	\$4,024.00	\$2,917.00	\$195,708.00
Contribution to Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Expenses	\$81,189.00	\$97,429.00	\$62,845.00	\$2,747,347.59
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)
Total Special Benefit Costs	\$77,545.73	\$93,884.00	\$59,869.00	\$2,573,651.68
Other Available Funding				
Use of Reserves ^b	(\$64,247.81)	(\$69,589.18)	(\$20,670.00)	(\$489,753.46)
Interest Income & Unrealized Gains/Losses	(\$3,300.00)	(\$1,300.00)	(\$400.00)	(\$24,000.00)
Reimbursement Agreements ^c	\$0.00	\$0.00	\$0.00	(\$6,000.00)
Total Contributions/Adjustments	(\$67,547.81)	(\$70,889.18)	(\$21,070.00)	(\$519,753.46)
Net Special Benefit Assessment to Levy	\$9,997.92	\$22,994.82	\$38,799.00	\$2,053,898.22
District Statistics				
Total Parcels ^d	262	291	150	11,422
Total Assessed Parcels ^e	262	291	150	11,404
Total EBUs	262.00000	291.00000	150.00000	12,653.63866
Proposed Assessment per EBU ^f	\$38.16	\$79.02	\$258.66	
Maximum Assessment per EBU	\$410.20	\$361.22	\$740.83	
EBU of Non-Assessed Parcels	0.00000	0.00000	0.00000	204.2020
Contribution for Non-Assessed Parcels ^g	n/a	n/a	n/a	(\$27,622.00)
Net Balance to Levy	\$9,997.92	\$22,994.82	\$38,799.00	\$2,026,276.22
Reserve Fund/Fund Balance				
Estimated Beginning Fund Balance as of July 1, 2020	\$565,951.28	\$205,507.79	\$103,612.68	\$4,788,962.85
Levy and Other Funding Sources	\$13,297.92	\$24,294.82	\$39,199.00	\$2,083,898.22
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)
Estimated Ending Fund Balance as of June 30, 2021	\$495,703.47	\$127,918.61	\$74,942.68	\$3,845,209.39
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
Total Reserve Requirement	\$87,684.12	\$105,223.32	\$67,872.60	\$2,879,937.72
Overage/(Shortage)	\$408,019.35	\$22,695.29	\$7,070.08	\$965,271.67

^a See Appendix A for planned long-term Capital Improvement Projects and Rehabilitations included in the FY 2020/21 Budget.

^b Use of Reserves to fund services beyond levy amount.

^c Zone 01 receives revenue from the City of Riverside as a result of a shared median.

^d "Total Parcels" includes all parcels that specially benefit from the landscape improvements.

^e "Total Assessed Parcels" includes all parcels with a nonzero EBU; see explanation on page 10.

^f The Proposed and Maximum Assessment per EBU rates differ slightly to meet the County of Riverside's requirement for even assessment amounts.

^g 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 ^a	Applied Rate per EBU
Zone 01	\$155.60	\$151.12
Zone 01A	\$95.27	\$92.54
Zone 02	\$490.84	\$476.72
Zone 03	\$155.60	\$151.12
Zone 03A	\$82.74	\$80.36
Zone 04	\$110.00	\$110.00
Zone 05	\$489.01	\$25.00
Zone 06	\$342.41	\$139.14
Zone 07	\$410.20	\$38.16
Zone 08	\$361.22	\$79.02
Zone 09	\$740.83	\$258.66

^a 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 Region³, 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.

³ 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

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.

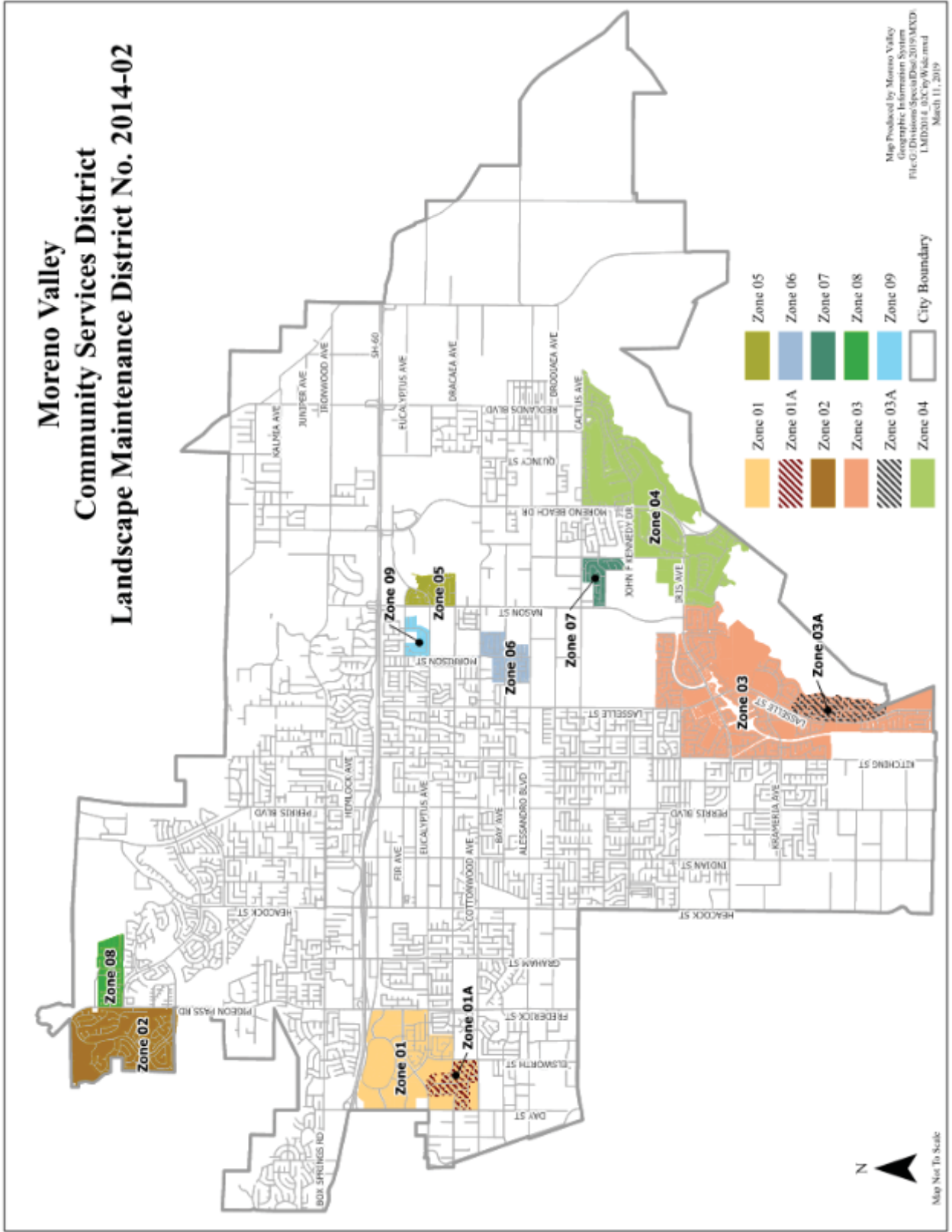
4. District Diagrams

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.

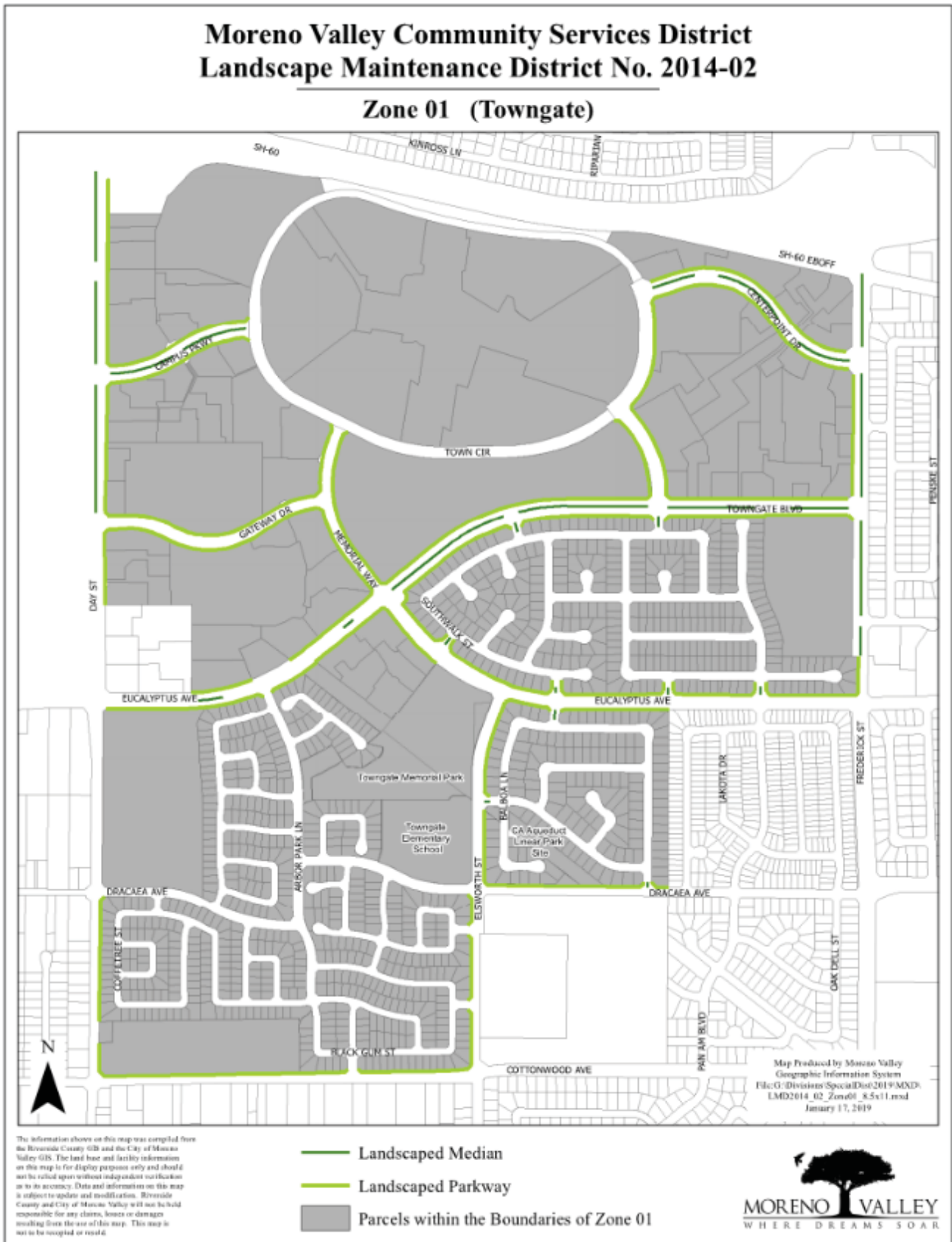
4. District Diagrams

Diagram 4-1



4. District Diagrams

Diagram 4-2



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

Diagram 4-3



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

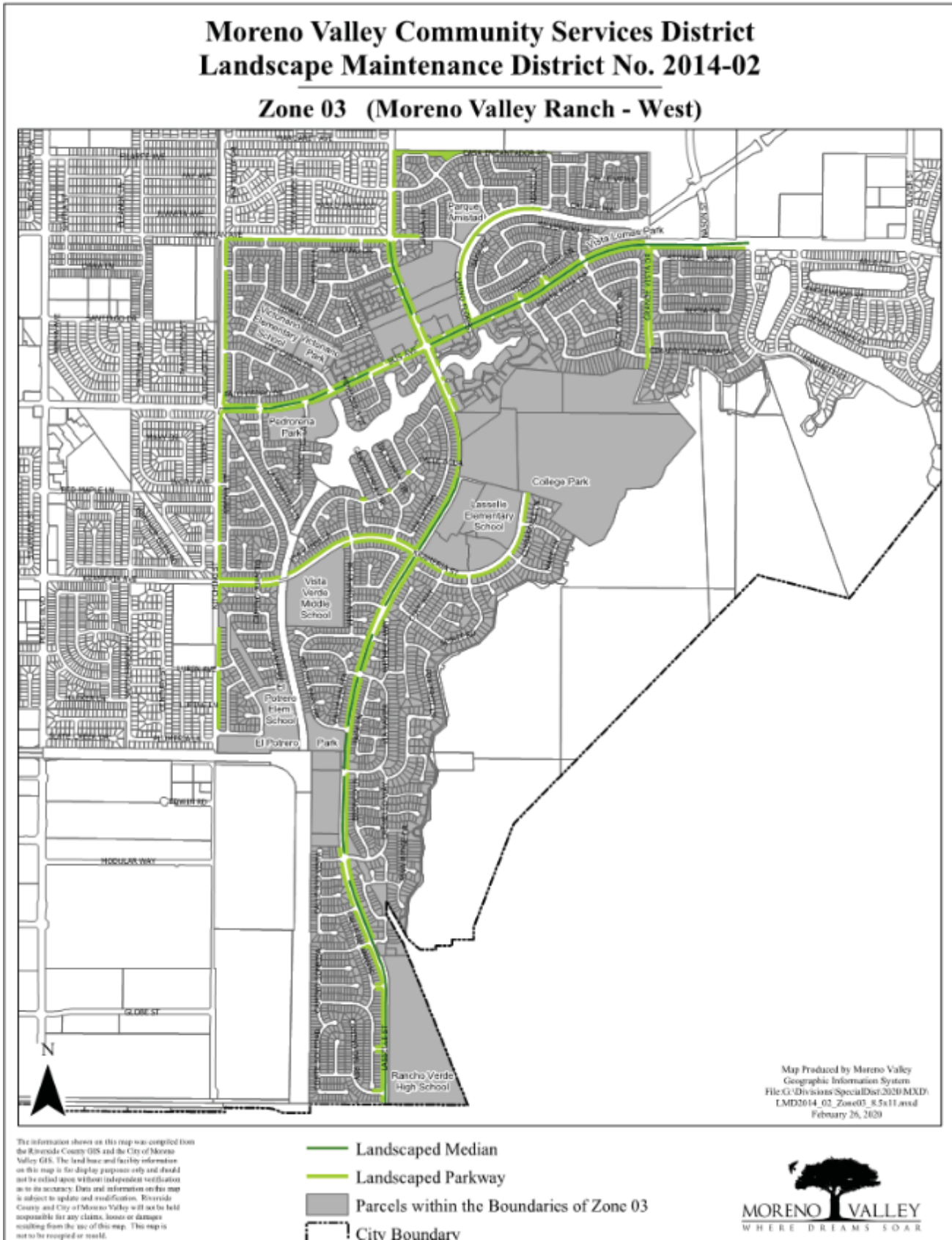
Diagram 4-4



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

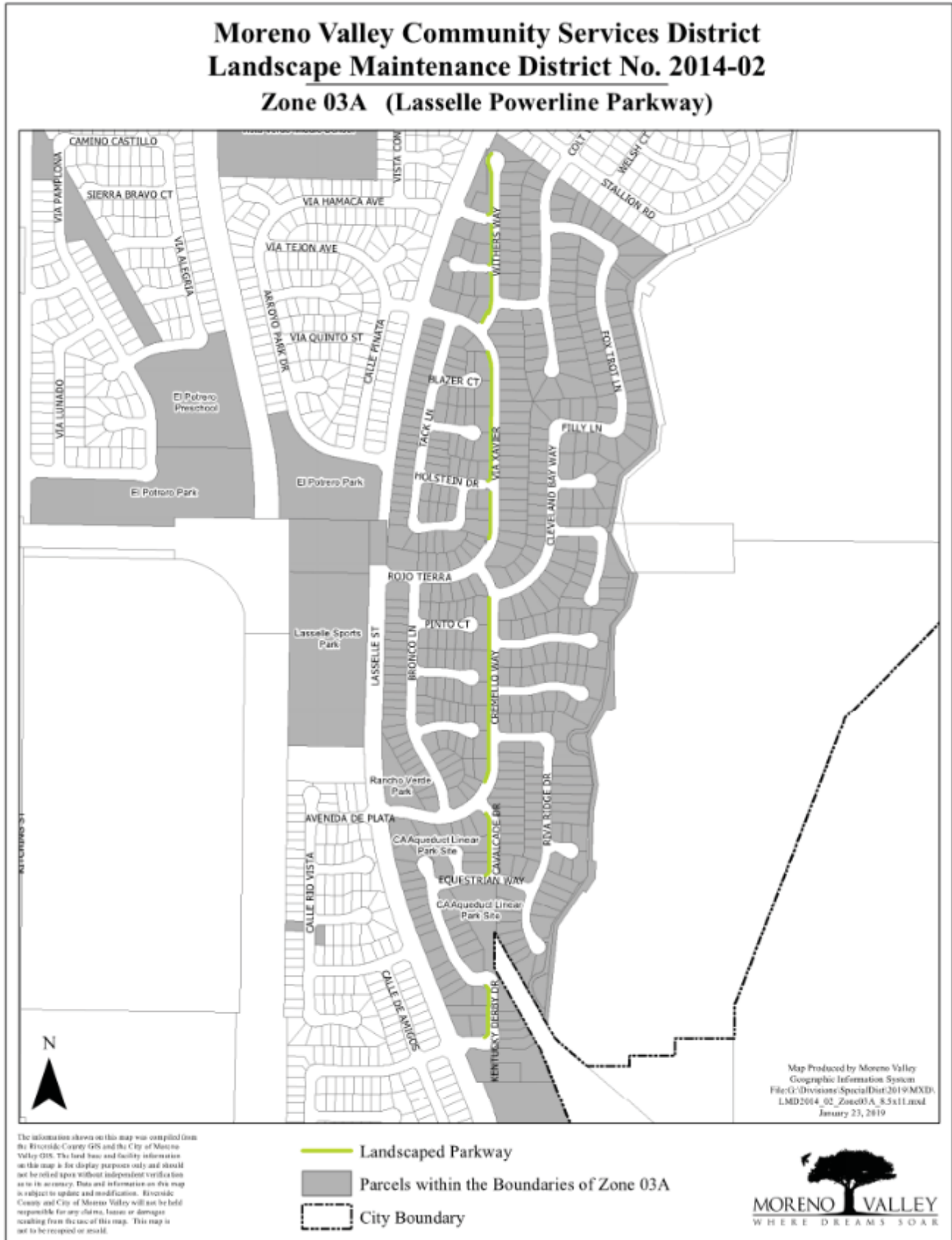
Diagram 4-5



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

Diagram 4-6



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

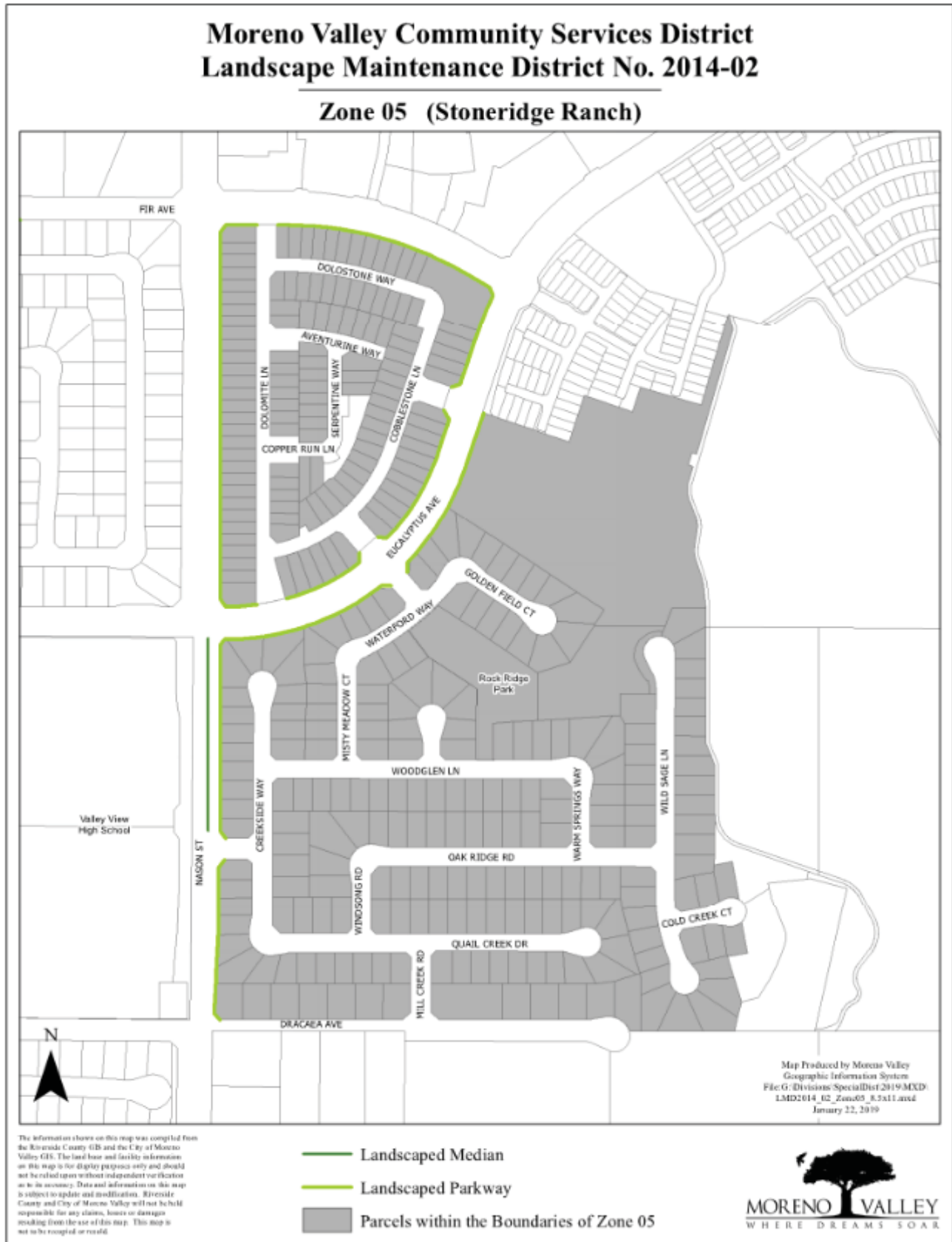
Diagram 4-7



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

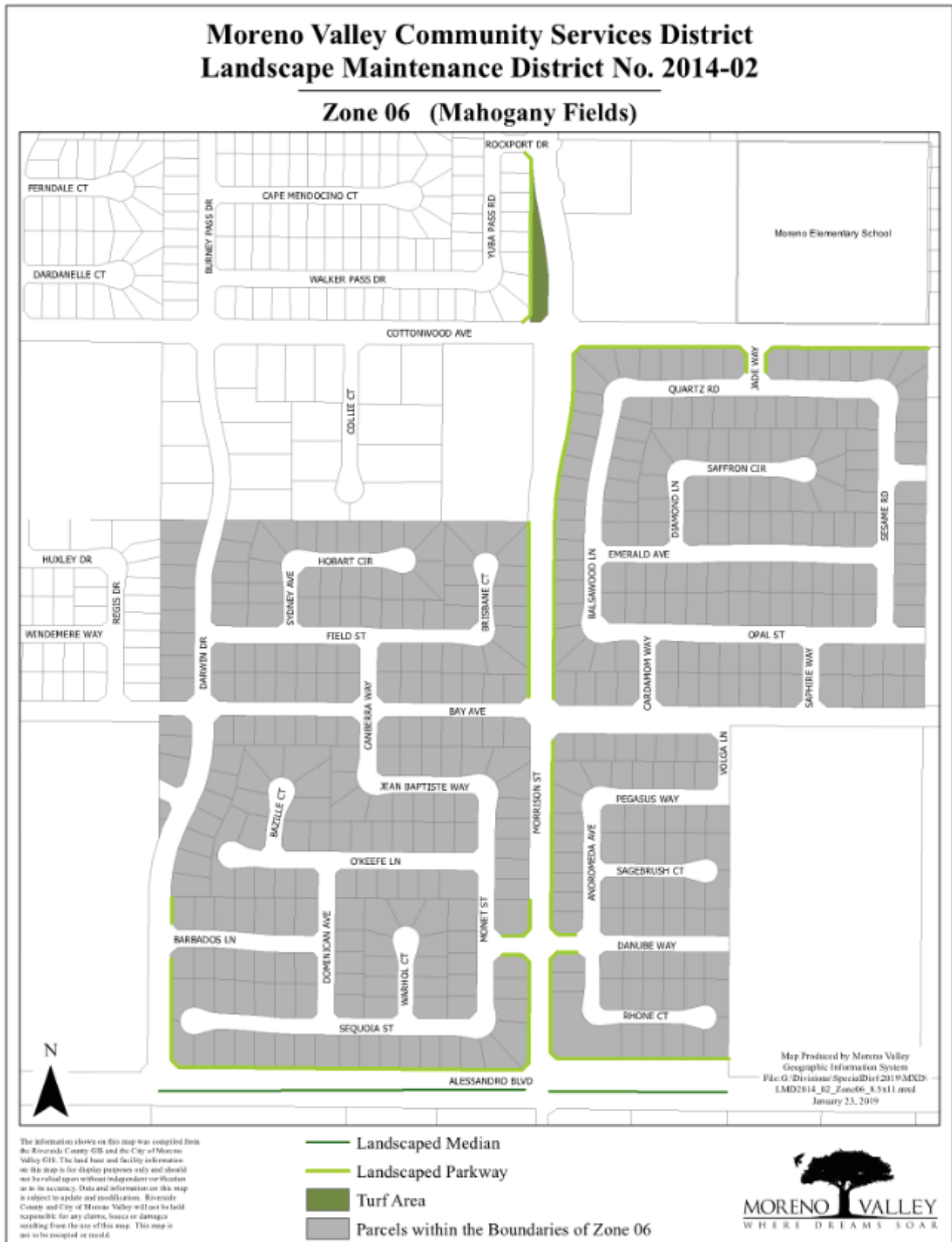
Diagram 4-8



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

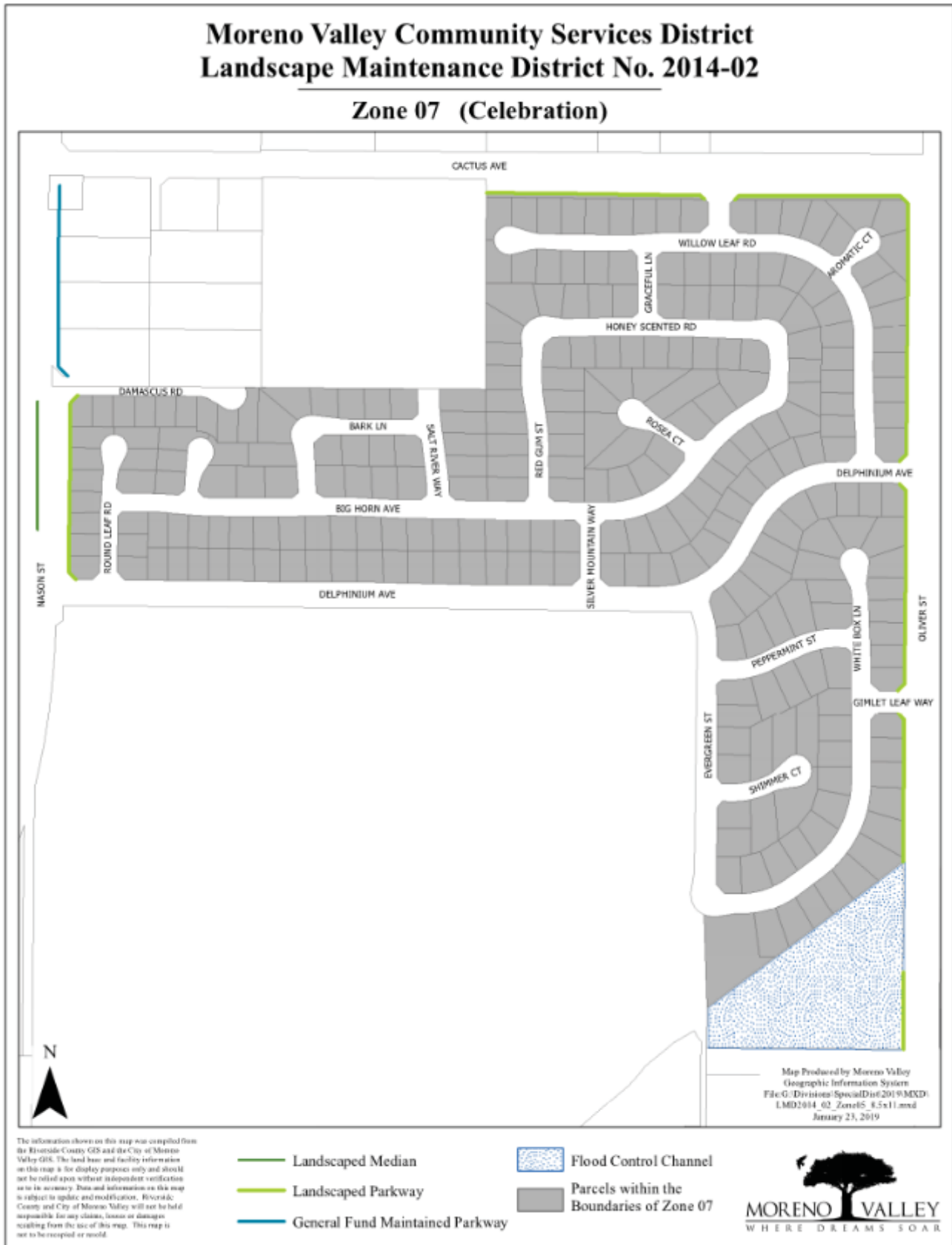
Diagram 4-9



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

Diagram 4-10



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

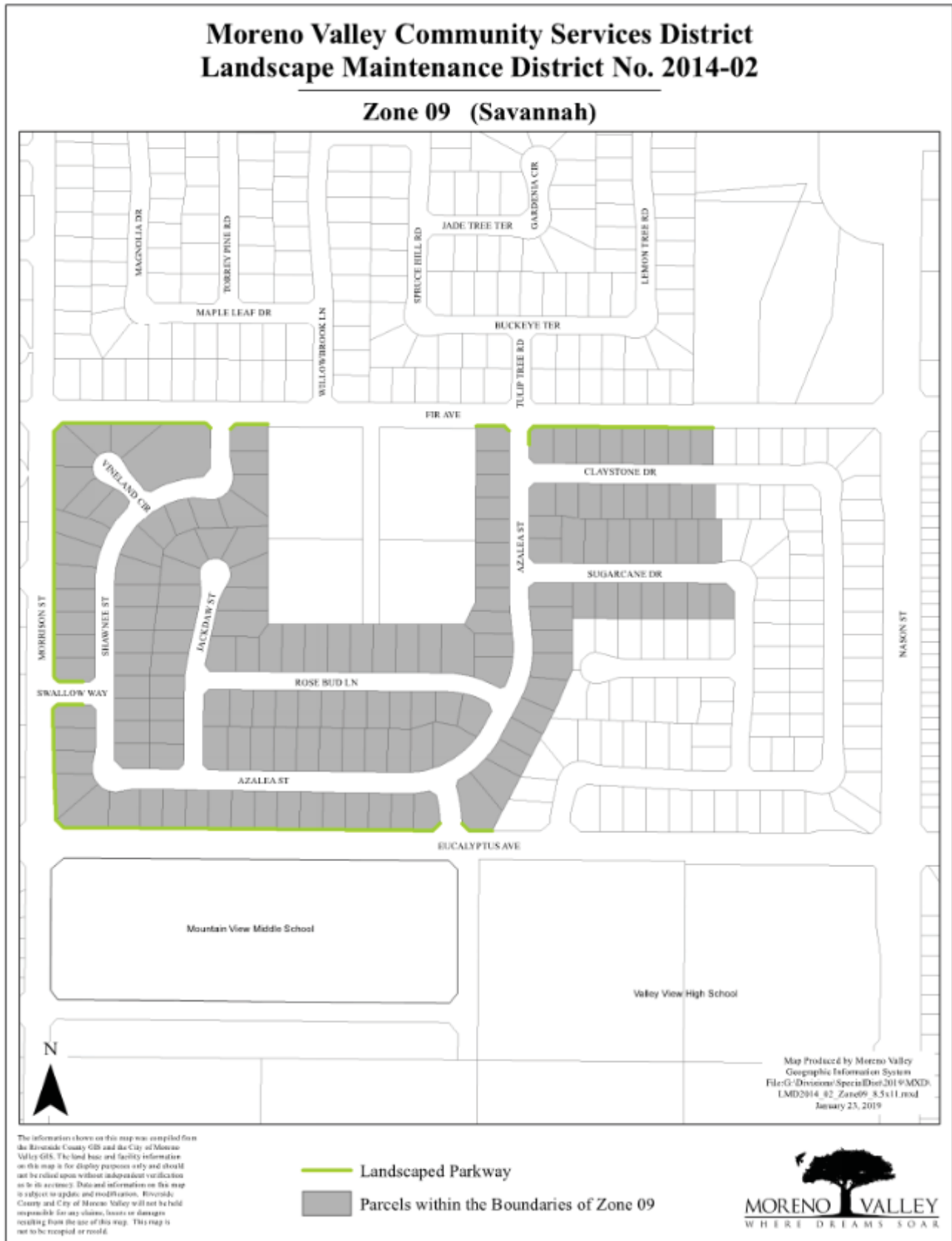
Diagram 4-11



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

4. District Diagrams

Diagram 4-12



Attachment: LMD 2014-02 Assessment Engineer's Report (3947 : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT AND

5. Assessment Roll

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. 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.

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				
Backflow Cage Upgrades	X					X										X																		
Irrigation/Smart Controller Installations						X																												
Lighting Upgrades						X																												
Day St/Centerpointe Median Renovations	X																																	
Median Renovations											X																							
Parkway Renovations	X																																	
Stamped concrete on Nason (southern-most median)																																		



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

<p>Project Title: Landscape Maintenance Districts Capital Improvement Renovation</p> <p>Department / Division: Public Works / Special Districts</p>	<p>Project Status:</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> In Progress <input type="checkbox"/> Completed <input type="checkbox"/> Deleted <input type="checkbox"/> On Hold	<p>Project Priority in CIP Category:</p> <input type="checkbox"/> Essential (Start within 1 yr) <input checked="" 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>Project Description: The project includes the design, construction, and construction management for the following capital improvements in the Zones designated (see attached sheet for specifics): Backflow Cage Upgrades in Zone D, M, E-7 and LMD Zones 01, 03, 05, 06, 07, 08 Irrigation/Smart Controller Installations in Zone D, M, E-7, and LMD Zone 03 Lighting Upgrades in LMD Zone 03 Day St/Centerpointe Median Renovations in LMD Zone 01</p> <p>Justification or Significance of Improvement: Landscape maintenance districts throughout the City require Capital Improvement Projects to reduce the cost of maintaining aging infrastructure and to improve efficiencies.</p> <p>The maximum amount of any annual installment shall be authorized through the collection of the Assessment Rate per EBU, up to the Maximum Rate, as set forth in each Fiscal Year's Engineer's Report.</p>	<p>Project Location Map:</p> <div style="font-size: 2em; color: gray; opacity: 0.5;">Citywide</div>	
<p>Estimated Maintenance Costs: Maintenance costs are funded through the annual assessments levied on the property tax bills.</p>	<p>Council District(s):</p> <input checked="" type="checkbox"/> District 1 <input checked="" type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4	

I-V

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			81,850	76,200	41,000	36,000	61,000	296,050
Right of Way			-	-	-	-	-	-
Construction			654,800	609,600	328,000	288,000	488,000	2,368,400
Other			81,850	76,200	41,000	36,000	61,000	296,050
PROJECT TOTAL			818,500	762,000	410,000	360,000	610,000	2,960,500

FUNDING SOURCE	Budget FY 2018/2019		Request FY 2019/2020	Request FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024 and Beyond	Total
Zone D			213,000	213,000	100,000	100,000	100,000	726,000
Zone M			133,000	133,000	60,000	60,000	60,000	446,000
Zone E-7			34,500	-	-	-	-	34,500
LMD 2014-02			438,000	416,000	250,000	200,000	450,000	1,754,000
REVENUE TOTAL			818,500	762,000	410,000	360,000	610,000	2,960,500

Attachment: Amended CIP (3947) : PUBLIC HEARING TO APPROVE THE FINAL ENGINEER'S REPORT



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING TO CONTINUE THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2020/2021 ANNUAL RATES

RECOMMENDED ACTION

Recommendations:

1. Conduct a Public Hearing to review and confirm annual regulatory rate schedule for the National Pollutant Discharge Elimination System Program for New Residential, Common Interest, Commercial, Industrial and Quasi-Public Land Uses.
2. Adopt Resolution No. 2020-XX with **no applied rate increase**. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing and Approving the continuation of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New and Existing Residential, Common Interest, Commercial, Industrial, and Quasi-Public Use Development of the County of Riverside Property Tax Roll.
3. Authorize the Chief Financial Officer to adjust the rates levied on the property tax bills in the event there are any parcel changes between the City Council meeting date and the date the fixed charges are submitted to the County of Riverside or other adjustments, provided the applied rate does not exceed the maximum rate, is in compliance with the ballot for each parcel, and is consistent with the adopted budget.

SUMMARY

This report recommends that the City Council conduct a Public Hearing to receive public testimony on the proposed maximum and applied National Pollutant Discharge Elimination System (NPDES) Regulatory Rates for Fiscal Year (FY) 2020/2021. The proposed FY 2020/2021 applied regulatory rates are a continuation of FY 2019/2020 rates currently levied on the property tax bills. There are no increases proposed to the applied parcel charge Tier rates. The applied parcel charges may reflect a change in amount based upon adjustments in service levels and new obligations.

The proposed maximum rates have been adjusted for inflation reflecting the latest applicable Consumer Price Index, as previously approved by the property owners. NPDES Regulatory Rate revenues support specific services provided by the Storm Water Management Program, and have been included in the FY 2020/2021 proposed budget.

Revenue received from the NPDES rates is restricted and can only be used within the Storm Water Management program.

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 storm water 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 comply with storm water management requirements.

As a condition of approval for development projects, the City requires property owners to provide a funding source to support activities for the NPDES program requirements. The City Council adopted the NPDES residential regulatory rate on June 10, 2003, and the NPDES commercial/industrial regulatory rate on January 10, 2006. 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.

With revenue received from the NPDES commercial/industrial regulatory rate, the City annually inspects site design, source and treatment control Best Management Practices, monitors maintenance records for those on-site facilities that require periodic monitoring, and performs annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. The City monitors residential developments by providing the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and performs inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements with revenue received from the NPDES residential rate.

The City offers the NPDES funding program to assist property owners in satisfying the funding requirement. After a property owner approves the City's NPDES rate through a mail ballot proceeding, the City can levy the applicable rate on the annual property tax bill of the authorized parcel(s).

The attached resolution sets the proposed maximum and applied regulatory rates for both Residential Development and Common Interest, Commercial, Industrial, and Quasi-Public Use Development and authorizes the County to levy the applicable rates on the FY 2020/2021 property tax roll. The proposed applied regulatory rates are consistent with the programs and budgets included within the City's FY 2020/2021 adopted budget.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program and whose property owners have previously approved by ballot to participate.

The proposed applied regulatory rate is the amount actually levied on the property tax roll. It is the amount necessary to fund the applicable Service Levels, as defined below, required to fund the costs of maintaining the improvements benefiting each parcel during the upcoming FY. An individual analysis of each parcel, its current development status, and maintenance needs was completed to determine the necessary levels of service required. The applied regulatory rate can be lower than the maximum regulatory rate but it cannot be higher. The applied regulatory rates are not proposed to increase from the rates levied in FY 2019/2020. The Report which contains the applied rates for each parcel was made available at the City Clerk's Office as well as posted online at www.moval.org/city_hall/departments/pub-works/NPDES.shtml.

The FY 2020/2021 proposed maximum regulatory rates are calculated by applying an annual inflationary adjustment to the FY 2019/2020 maximum rates. The annual inflationary adjustment is based on the Consumer Price Index (2.96%), as previously approved by the property owners at the time they approved the rates to be applied to their annual property tax bill.

For FY 2020/2021, the proposed maximum regulatory rate per parcel for single-family Residential Development is \$346.38 (includes applicable levels which may be a combination of Levels I, II, II-A and IV from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction and thus replaces the Level II rate.

For FY 2020/2021, the proposed maximum regulatory rate for Common Interest, Commercial, Industrial, and Quasi-Public Use Development is \$260.84 (includes applicable levels which may be a combination of Levels I and II from Table 2). The following tables outline the specific services provided by each level of service, the current annual rates and the proposed annual rates.

TABLE 1

NPDES Regulatory Rate for Residential Development (Base FY 2003/2004)						
Service Level		FY 2019/2020 Applied Rate	FY 2020/2021 Applied Rate	Change in Applied Rate	FY 2019/2020 Maximum Annual Parcel Rate	Proposed FY 2020/2021 Maximum Annual Parcel Rate
LEVEL I	NPDES Administration and Overhead	\$44.14	\$44.14	\$0	\$44.14	\$45.44
LEVEL II	Water Quality Pond/Basin Maintenance	\$86.86	\$86.86	\$0	\$83.86	\$86.34
LEVEL II-A* (Base FY 2008/2009)	Sand Filter Maintenance	\$38.22	\$38.22	\$0	\$38.22	\$39.36
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction	\$74.80	\$74.80	\$0	\$74.80	\$77.02
LEVEL IV	Water Quality System Retrofit	\$170.20	\$170.20	\$0	\$170.20	\$175.24

TABLE 2

NPDES Regulatory Rate for Common Interest, Commercial, Industrial, and Quasi-Public Use Development (Base FY 2005/2006)						
Service Level		FY 2019/2020 Applied Rate	FY 2020/2021 Applied Rate	Change in Applied Rate	FY 2019/2020 Maximum Annual Parcel Rate	Proposed FY 2020/2021 Maximum Annual Parcel Rate
LEVEL I	NPDES Administration and overhead	\$44.30	\$44.30	\$0	\$44.30	\$45.60
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records	\$209.04	\$209.04	\$0	\$209.04	\$215.24

This action meets the Strategic Plan Priorities by providing the financial resources: to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life.

ALTERNATIVES

1. Conduct Public Hearing and approve the recommended actions as presented in this staff report. *Staff recommends this alternative because these actions are needed to place the NPDES Regulatory Rates on the County property tax roll.*
2. Do not conduct Public Hearing and do not approve the recommended actions as presented in this staff report. *Staff does not recommend this alternative because the County of Riverside may challenge our ability to place the NPDES Regulatory Rates on the County property tax roll. Additionally, this may require a contribution from the General Fund in the amount of roughly \$577,471.86.*

FISCAL IMPACT

With the recommended actions, property owners will pay the regulatory rate as a part of their annual property tax bill. The maximum regulatory rate, including inflationary adjustments where applicable, has been previously approved by the affected property owners through prior proceedings. The NPDES Regulatory Rates are only applied to the property tax bills of those parcels where the property owners previously approved the rates to be applied to the property tax bill.

Adoption of the recommended NPDES Regulatory Rate schedule 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 NPDES Regulatory Rate revenues together with other funding sources. The costs associated with the Storm Water Program are included in the City approved Operating Budget. Approving the FY 2020/2021 NPDES Regulatory Rate schedule will ensure this funding source is available for specific program costs. Funds collected from the NPDES Regulatory Rate annual levy are restricted for use only within the Storm Water Management program.

For FY 2020/2021, projected revenue from the applied NPDES Regulatory Rate is \$577,471.86 and is included in the City's FY 2020/2021 budget detail (Attachment 2).

NOTIFICATION

-Publication of Agenda

-Newspaper advertising was published on May 5, 2020, and May 12, 2020 with information about the May 19, 2020 Public Hearing.

-FY 2020/2021 applied rates for each parcel are available at the City Clerk's office as well as posted online at www.moval.org/city_hall/departments/pub-works/NPDES.shtml.

PREPARATION OF STAFF REPORT

Prepared By:
Rae Beimer
Storm Water Program Manager

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

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.

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. Resolution 2020-XX NPDES Regulatory Rate FY 2020-2021
- 2. NPDES Regulatory Rate FY 2020-2021 Budget Detail

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/08/20 11:42 AM
City Attorney Approval	<u>✓ Approved</u>	5/11/20 10:21 AM
City Manager Approval	<u>✓ Approved</u>	5/11/20 1:12 PM

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING AND APPROVING THE CONTINUATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE FOR NEW AND EXISTING RESIDENTIAL, COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE DEVELOPMENT OF THE COUNTY OF RIVERSIDE PROPERTY TAX ROLL

WHEREAS, as part of the 1972 Federal Clean Water Act, the federal government mandated that public agencies comply with the NPDES program to obtain permits to discharge storm water runoff into municipally owned drainage facilities; and

WHEREAS, on January 29, 2010, the Santa Ana Regional Water Quality Control Board issued new requirements that cities must address, regarding the water pollution contained in storm water runoff to remain in compliance with federal mandates; and

WHEREAS, the City Council introduced Ordinance No. 708, on January 10, 2006, to repeal and reenact Chapter 3.50 of Title 3 of the City of Moreno Valley Municipal Code relating to the establishment and collection of the NPDES regulatory rate for new and existing residential, common interest, commercial, industrial, and quasi-public use development based on the approved NPDES regulatory rate and authorization of subsequent rate adjustments by resolution; and

WHEREAS, Sections 5473 through 5473.8 of the California Health and Safety Code provides that such services may be funded, in whole or in part, by rates which may be collected on the tax roll in the same manner, by the same persons, at the same time as, and together with and not separately from, the general taxes of the City; and

WHEREAS, the City Council, has determined, and hereby does determine, that it is in the interest of the City to have the NPDES regulatory rate on new and existing residential, common interest, commercial, industrial, and quasi-public use development be so collected on the County of Riverside property tax roll; and

WHEREAS, the City Council has determined that levying a regulatory rate against each assessable parcel of real property that is required to comply with the NPDES Permit program, as hereinafter established, is necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from these land uses; and

WHEREAS, the City Council has determined that continuing the calculation of the applied rates and application of the charges, as previously approved by the property owners, will provide necessary and equitable revenue to fund storm water program services for fiscal year 2020/2021; and

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Resolution No. 2020-XX
Date Adopted: May 19, 2020

WHEREAS, the City Council heretofore caused a Report to be prepared that identified each parcel of real property, which is subject to the regulatory rate, has caused notice of said Report and of the public hearing thereon to be duly given, and said Report is on file with the City Clerk; and

WHEREAS, the City Council held a Public Hearing on May 19, 2020, at which time all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any; and

WHEREAS, upon tabulation of the assessment ballots submitted, and not withdrawn, the City Clerk determined that the ballots submitted in opposition to the assessment do not exceed the ballots submitted in favor of the assessment; and

WHEREAS, on May 19, 2020, the City Council reviewed and considered the NPDES regulatory rate for new and existing residential, common interest, commercial, industrial, and quasi-public use development to fund the federally mandated NPDES program; and

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

1. That the foregoing recitals are true and correct and incorporated herein by this reference.
2. The City Council shall authorize collection of the NPDES regulatory rate on the County of Riverside tax bill for federally mandated NPDES requirements to address the discharge of storm water runoff into municipally owned drainage facilities.
3. The fiscal year (FY) 2020/2021 Applied Rate shall be the same as the FY 2019/20 Applied Rate, as shown in Exhibit A.
4. The Chief Financial Officer is hereby authorized to adjust the amount in the Report to the extent that the adjustment is warranted due to corrections or parcel changes prior to submission for inclusion on the Riverside County tax roll.
5. The maximum rate to be collected for FY 2020/2021 shall be \$346.38 per parcel for new and existing residential development as shown in Exhibit A, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year Consumer Price Index, as published by the Department of Labor's Bureau of Labor Statistics.
6. The maximum rate to be collected for FY 2020/2021 shall be \$260.84 per parcel for new and existing common interest, commercial, industrial, and

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Resolution No. 2020-XX
Date Adopted: May 19, 2020

quasi-public-use development as shown in Exhibit A, which may be subject to an annual adjustment, if necessary, based on the percentage change calculated for the prior calendar year in the Consumer Price Index, as published by the Department of Labor’s Bureau of Labor Statistics.

- 7. The NPDES regulatory rate, as herein confirmed, shall be collected on the tax roll at the same time and by the same persons, and in the same manner as, together with and not separately from, general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties, as provided for in Sections 5473 through 5473.8 of the California Health and Safety Code.
- 8. The City Council made a finding that collection of the NPDES regulatory rate is in compliance with Proposition 218.
- 9. The effective date of this Resolution shall be May 19, 2020.
- 10. That all provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.
- 11. That if any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or be reason of any preemptive legislation, that such invalidity shall not affect other provisions of this Resolution that can be given effect without the invalid provision, and to this end the provisions of this Resolution are severable and that the City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- 12. That the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 19th day of May, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Resolution No. 2020-XX
Date Adopted: May 19, 2020

Attachment: Resolution 2020-XX NPDES Regulatory Rate FY 2020-2021 [Revision 3] (4000 : PUBLIC HEARING REGARDING THE NATIONAL

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 19th day of May, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2020-XX
Date Adopted: May 19, 2020

Attachment: Resolution 2020-XX NPDES Regulatory Rate FY 2020-2021 [Revision 3] (4000 : PUBLIC HEARING REGARDING THE NATIONAL

EXHIBIT A

Fiscal Year 2020/2021 Applied and Maximum NPDES Regulatory Rates

Service Level		FY 20/21 Applied Annual Parcel Rate	FY 20/21 Maximum Annual Parcel Rate
NPDES Regulatory Rate for Residential Development			
LEVEL I	NPDES Administration and Overhead	\$44.14	\$45.44
LEVEL II	Water Quality Pond/Basin Maintenance	\$83.86	\$86.34
LEVEL-IIA	Sand Filter Maintenance	\$38.22	\$39.36
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction	\$74.80	\$77.02
LEVEL IV	Water Quality System Retrofit	\$170.20	\$175.24
NPDES Regulatory Rate for Common Interest, Commercial, Industrial, and Quasi-Public Use Development			
LEVEL I	NPDES Administration and overhead	\$44.30	\$45.60
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records	\$209.04	\$215.24

Attachment: Resolution 2020-XX NPDES Regulatory Rate FY 2020-2021 [Revision 3] (4000 : PUBLIC HEARING REGARDING THE NATIONAL

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Resolution No. 2020-XX
Date Adopted: May 19, 2020

ATTACHMENT 2

CITY OF MORENO VALLEY

FISCAL YEAR 2020/2021 NPDES REGULATORY RATE - BUDGET DETAIL

Expenses		Revenues Source	
		NPDES Regulatory Rate	Other City Funding Sources
1. STREET SWEEPING	\$ 307,410.00	\$ 63,619.74	\$ 243,790.26
2. STORMDRAIN MAINTENANCE	\$ 155,838.00	\$ 32,251.30	\$ 123,586.70
3. NPDES MS4 ANNUAL PERMIT FEE	\$ 55,961.00	\$ 11,581.35	\$ 44,379.65
4. RIVERSIDE COUNTY FLOOD CONTROL COST SHARE	\$ 68,767.00	\$ 14,231.61	\$ 54,535.39
5. TMDL TASK FORCE_TMDL COMPLIANCE	\$ 71,141.00	\$ 14,722.92	\$ 56,418.08
6. STORMWATER PROGRAM CONSULTANT	\$ 205,214.00	\$ 42,469.86	\$ 162,744.14
7. ADMINISTRATION_STAFF TIME	\$ 141,388.00	\$ 29,260.82	\$ 112,127.18
8. CSA 152 COUNTY ADMINISTRATION FEE	\$ 39,868.00	\$ -	\$ 39,868.00
9. CSA 152 ANNUAL ANALYSIS_CONSULTANT	\$ 4,000.00	\$ -	\$ 4,000.00
10. RESIDENTIAL WATER QUALITY POND/BASIN MAINTENANCE	\$ 271,689.32	\$ 271,689.32	\$ -
11. RESIDENTIAL SAND FILTER MAINTENANCE	\$ 2,790.06	\$ 2,790.06	\$ -
12. COMMON INTEREST/COMMERCIAL/INDUSTRIAL/QUASI-PUBLIC USE BMPs MONITORING AND MAINTENANCE	\$ 40,148.08	\$ 40,148.08	\$ -
13. GENERAL OVERHEAD_ADMIN_ISF (FUNDS 2008/1010)	\$ 264,342.00	\$ 54,706.80	\$ 209,635.20
TOTAL PROJECTED	\$ 1,628,556.46	\$ 577,471.86	\$ 1,051,084.60

TOTAL PROJECTED NPDES REGULATORY RATE BUDGET \$ 577,471.86

Attachment: NPDES Regulatory Rate FY 2020-2021 Budget Detail (4000 : PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: May 19, 2020

TITLE: PUBLIC HEARING FOR UNPAID DELINQUENT NUISANCE ABATEMENTS CHARGES TO DEFER PAYMENTS UNTIL DECEMBER 2020 THROUGH PROPERTY TAX BILL (RESO. NO. 2020-XX)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a public hearing and accept public testimony on delinquent nuisance abatement accounts;
2. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, California, confirming Statements of Costs against real properties located in the City of Moreno Valley for the abatements of public nuisances and directing that said Statements of Costs constitute a lien upon said properties;
3. Approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the Fiscal Year (FY) 2020/2021 Riverside County property tax roll for collection; and
4. Direct the City Clerk to file with the Riverside County Assessor's office a certified copy of Resolution No. 2020-XX and the Property Assessment List as required by Section 6.04.120 of the City of Moreno Valley Municipal Code

SUMMARY

In both 2019 and 2020, the Code and Neighborhood Services Division performed a number of public nuisance abatements to remove hazardous and other nuisance conditions from properties in the City. After having been served with a "Notice to Abate" and given a reasonable time for compliance, some property owners failed to voluntarily abate the conditions.

Recognizing the financial hardship caused by the coronavirus crisis, as part of prior actions by the City's Disaster Council, the City has suspended penalties and interest on late payment fees and fines incurred since March 18, 2020. In order to be consistent with Council direction, although these unpaid Property Assessments occurred in both 2019 and 2020, the current crisis has created financial hardships for many, which means it may still be difficult to pay any outstanding bills. The action proposed this evening will allow the City Council to defer 50% of the payment amounts until December 10, 2020, and the remaining 50% until April 10, 2021, by placing these delinquent charges on the FY 2020/2021 County of Riverside property tax roll for collection. The proposed assessment only affects property owners with associated delinquent Property Assessments, not the general citizens or taxpayers of the City.

This report recommends that the City Council conduct a public hearing to consider staff recommendations to adopt the proposed Resolution by the City Council. The proposed Resolution confirming the assessments on certain real properties and approve placing the submitted Property Assessment List of delinquent nuisance abatement accounts on the FY 2020/2021 Riverside County property tax roll for collection.

DISCUSSION

In both 2019 and 2020, the Code and Neighborhood Services Division performed public nuisance abatements to remove hazardous and other nuisance conditions from various properties in the City. After being served with a "Notice to Abate" and given a reasonable time for compliance, some of the property owners failed to voluntarily abate the conditions.

After an initial inspection has occurred and the Municipal Code violations have been verified, any non-compliant property owners will receive a Notice to Abate and be given up to 10 days to correct the violation(s). After the specified compliance date, a second inspection will occur to confirm if the property remains in violation. In some cases, pursuant to Moreno Valley Municipal Code § 6.04.110, Emergency Abatement, emergency conditions have been abated in accordance with provisions set forth in the City Municipal Code, which do not require the above mentioned timelines.

Per the City's Municipal Code, once the allotted time has expired as identified in the notice, or an emergency exists, the property that has not been brought into compliance can be scheduled for abatement by a City contractor. Section 6.04 of the Municipal Code further contains provisions that allow the City to recover costs associated with said abatements.

By regular mail, a Statement of Costs was mailed to the legal owner of record for each property requiring abatement action. Property owners were invoiced for all costs associated with the City-performed abatement action. The Property Assessment List, summarizing the State of Costs, for general nuisance abatements is hereby submitted for review and consideration by the City Council.

The County of Riverside equalized tax assessment roll was used to determine property ownership. A summary of the abatement is included in each Statement of Cost along with the property owner's name(s), property description, and an itemized list of charges and costs for the abatement action. A copy will remain on file in the Community Development Department.

The Property Assessment List is a current listing of unpaid abatement costs incurred in both 2019 and 2020. Costs approved by the City Council Resolution presented will result in a special assessment and will become a levy on the FY 2020/2021 tax bill for each respective property if not paid directly to the City by July 1, 2020. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office, following approval by the City Council. Staff recommends that the City Council authorize the placement of the unpaid abatement costs as a special assessment (tax lien) against the properties.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. Staff recommends this alternative, which will facilitate cost recovery for those costs incurred by the City.
2. Do not approve and authorize the recommended actions, as presented in this staff report. Staff does not recommend this alternative as it will result in the cost of contract abatement work to be covered by the City.
3. Open the Public Hearing and continue it to a future City Council meeting. If Council chooses this option, this may result in missed deadlines related to the FY 2020/21 property tax roll.
4. Do not conduct the Public Hearing at this time but reschedule it for a future regular City Council meeting date. Staff does not recommend this alternative, as it may result in missed deadlines for Property Assessment List delinquencies on the FY 2020/21 property tax roll. Failure to assess Property Assessment List delinquencies on the annual property tax roll will result in the cost for contract abatement work to be covered by the City.

FISCAL IMPACT

Adoption of the Resolution would facilitate cost recovery for those costs incurred by the City for public nuisance and hazard reduction work performed as outlined in the Property Assessment List that is attached to the proposed Resolution as Exhibit A. As detailed in the Property Assessment List, the costs incurred by the City for contractual abatements are \$76,664.34.

The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2020, will be processed as special assessments, and cost recovery will occur through the payment of taxes. The Statements of Costs and Notices of Special Assessment for each property shall remain on file in the Community Development Department. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.080 – Notification of Nuisance provides that written notice of nuisance conditions may be given to property owners in the following manner:

By regular mail addressed to the owner on record or person in charge and control of the property; date of inspection; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing reasonable time limit to comply based on the nature of the nuisance; code sections violated; name of enforcement officer and the notice of the right to appeal.

Notification of hazardous and other nuisance conditions was specifically met by:

1. Posting the property with a “Notice to Abate.”
2. Mailing a “Notice to Abate” to the property owner by regular mail.
3. Telephone contact with the property owner and for vacant properties, the mortgage holder, when possible (i.e., phone number on file).

Furthermore, the Code and Neighborhood Services Division mailed a Statement of Cost to each property owner in April 2020, indicating the amount owed for the nuisance abatement services performed by the City as well as the date of the City Council meeting at which this Public Hearing would occur. An official list of the submitted delinquent accounts was submitted to Special Districts and indicated the maximum charges which can be placed on the property tax roll for FY 2020/2021.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code Manager/ Interim Building Official
Director

Department Head Approval:
Manuel A. Mancha
Community Development

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 the 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.

Community Image, Neighborhood Pride, and Cleanliness. Promote a sense of community pride and foster an excellent image of our City by developing and executing programs that 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

Resolution 2020-XX_City Council Meeting May 19, 2020
Exhibit A - 20.21 TAX YEAR PAL LOG MAY 19 2020 CITY COUNCIL

APPROVALS

Budget Officer Approval
City Attorney Approval
City Manager Approval

RESULT: APPROVED [UNANIMOUS]
MOVER:
SECONDER:
AYES:
ABSENT:

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.

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CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.1: Proactively attract high-quality businesses.

Objective 1.2: Market all the opportunities for quality industrial development in Moreno Valley by promoting all high-profile industrial and business projects that set the City apart from others.

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

Objective 1.4: Promote the development of the Medical Corridor along Nason Street to meet health care demands for residents of Moreno Valley and the region, bring quality jobs, and create business opportunities for ancillary support businesses in the health care industry.

Objective 1.5: Showcase Moreno Valley’s unique assets.

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

ATTACHMENTS

- 1. 20.21 TAX YEAR PAL LOG MAY 19 2020 CITY COUNCIL_Exhibit A
- 2. Reso for Code Nuisance_20200514

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	5/14/20 4:06 PM
City Attorney Approval	<u>✓ Approved</u>	5/14/20 4:17 PM
City Manager Approval	<u>✓ Approved</u>	5/14/20 4:57 PM

**2019 Property Abatement List (PAL)
FY20/21 Tax Year**

Council Mtg: 5/19/20
Code & Neighborhood Services Division

APN	Owner	Property Address	Abate Date	Abatement Work	Contractor Costs	Admin Fee	Subtotal	S.D. Fee	Total	Date Paid by Property Owner	Additional comments:	Notice of Non Compliance	STMT OF COSTS: OWNER LETTER	Lien Release
263-120-016	D. Guthrey	16065 Albarian Way, Riverside, CA 92504	8/22/2019	Emergency board up and secur 4 structures	\$ 5,490.00	\$ 255.00	\$ 5,745.00	\$ 16.00	\$ 5,761.00		Lien recorded 10/25/19, as document no. 2019-0431821	10/25/2019	4/16/2020	
264-192-010	Ching Chen Liu & Chuanchu Liu	5628 N. Gladys Avenue San Gabriel, CA 91776	8/21/2019	Emergency board up of one sliding door and emptying of tub	\$ 850.00	\$ 255.00	\$ 1,105.00	\$ 16.00	\$ 1,121.00		Lien recorded 8/22/19, as document no. 2019-0324487	8/22/2019	4/16/2020	
291-191-021	Aliene Koterwas	13965 Pepper Street, Moreno Valley, CA 92553	2/26/2020	Remove all junk, trash and debris from property. Remove weeds from property.	\$ 2,546.50	\$ 255.00	\$ 2,801.50	\$ 16.00	\$ 2,817.50		Lien recorded 2/28/2020, as document no. 2020-0091538	2/28/2020	4/16/2020	
292-100-019	Jurupa, Inc.	3857 Birch Street, No. 482, Newport Beach, CA 92660	9/20/2019	Knock down bike jumps with bobcat	\$ 1,502.00	\$ 255.00	\$ 1,757.00	\$ 16.00	\$ 1,773.00		Lien Recorded by Fire Prevention 2/5/2020 as document no. FHA-1354	2/5/2020	4/16/2020	
296-042-001	Jose Leon	13120 Pavillion Court, Moreno Valley, CA 92553	2/11/2019	Drained water from the swimming pool & secured fence	\$ 412.16	\$ 255.00	\$ 667.16	\$ 16.00	\$ 683.16		Lien recorded 2/11/19, as document no. 2019-0047406	2/11/2019	4/16/2020	
296-042-001	Jose Leon	13120 Pavillion Court, Moreno Valley, CA 92553	7/24/2019	Secure Front Door/Board Up	\$ 202.00	\$ 255.00	\$ 457.00		\$ 457.00		Lien recorded 2/11/19, as document no. 2019-0047406	2/11/2019	4/16/2020	
297-180-006	Ameet Sambray	P.O. Box 77094, Corona, CA 92877	8/5/2019	Removal of trash/refuse/vegetation and dumping.	\$ 1,147.68	\$ 255.00	\$ 1,402.68	\$ 16.00	\$ 1,418.68		Lien recorded 8/6/19, as document no. 2019-0285528	8/6/2019	4/16/2020	
304-220-072	Lydia Zhu & Clark Ke Bi	12726 Eastern Shore Drive, Eastvale, CA 92880	1/25/2020	Board up one door	\$ 252.00	\$ 255.00	\$ 507.00	\$ 16.00	\$ 523.00		Lien recorded 1/28/2020, as document no. 2020-0041683	1/28/2020	4/16/2020	
312-031-033	John Bukowski	24768 Sunday Drive, Moreno Valley, CA 92557	9/4/2019	Removal of junk, trash and debris 2CY	\$ 106.91	\$ 255.00	\$ 361.91	\$ 16.00	\$ 377.91		Lien recorded 9/23/19, as document no. 2019-0358789	9/23/2019	4/16/2020	
479-150-033	Helen Frazer	13465 Lasselle Ave., Moreno Valley, 92553	3/1/2019	Cactus Removal, Removal of Trash throughout the property, Board up.	\$ 28,725.00	\$ 255.00	\$ 28,980.00	\$ 16.00	\$ 28,996.00		Received request for Demand on 11/27/19. Lien Recorded on 2/25/19, as document no. 2019-0062394	2/25/2019	4/16/2020	
481-064-025	Erick O. Montes Govea & Michelle L. Calhoun	24675 Singer Street, Moreno Valley, CA 92557	6/14/2019	Board up 2 doors; board up 2 windows; board up 1 slider and work on pump (empty) swimming pool or other body of water	\$ 855.00	\$ 255.00	\$ 1,110.00	\$ 16.00	\$ 1,126.00		Lien recorded 6/17/19, as document no. 2019-0216848	6/17/2019	4/16/2020	
481-064-025	Erick O. Montes Govea & Michelle L. Calhoun	25675 Singer Street, Moreno Valley, CA 92557	7/17/2019	Board up 5 large, 1 standard and 2 doors; board up 1 garage door	\$ 1,391.00	\$ 255.00	\$ 1,646.00		\$ 1,646.00		Lien recorded 6/17/19, as document no. 2019-0216848	6/17/2019	4/16/2020	
481-064-025	Erick O. Montes Govea & Michelle L. Calhoun	25675 Singer Street, Moreno Valley, CA 92557	7/30/2019	Board up 4 doors, 7 windows, 1 slider and garage	\$ 1,866.00	\$ 255.00	\$ 2,121.00		\$ 2,121.00		Lien recorded 6/17/19, as document no. 2019-0216848	6/17/2019	4/16/2020	
481-101-016	Fabian Huizar	12385 Tebo Avenue, Chino, CA 91710	1/21/2020	Pre bid approval removal of trash and trim tree, dump fees included for \$299. And Riverside County Dept. of Water Resources	\$ 6,299.50	\$ 255.00	\$ 6,554.50	\$ 16.00	\$ 6,570.50		Lien recorded 2/24/2020, as document no. 2020-0082448	2/24/2020	4/16/2020	
481-120-008	MV Sunnymead Inv C/O Patrick Martin	24175 Sunnymead Blvd Moreno Valley, CA 92553	5/29/2019	6 hours of hand work; removal of 152 tires; removal of junk and debris 18 cubic yards; 1 door and 1 window	\$ 3,487.94	\$ 255.00	\$ 3,742.94	\$ 16.00	\$ 3,758.94		Lien recorded 3/20/19, as document no. 2019-0093410	3/20/2019	4/16/2020	
481-120-008	MV Sunnymead Inv C/O Patrick Martin	24175 Sunnymead Blvd Moreno Valley, CA 92553	7/14/2019	Removal of 108 tires; board up 3 small windows 28 x 28	\$ 1,196.00	\$ 255.00	\$ 1,451.00		\$ 1,451.00		Lien recorded 3/20/19, as document no. 2019-0093410	3/20/2019	4/16/2020	
481-120-008	Patrick Martin	24175 Sunnymead Blvd Moreno Valley, CA 92553	1/11/2020	12 hours of hand work; board up 3 doors; secure 1 small opening; board up 2 garage doors; removal of junk, trash and debris 10CY	\$ 2,967.25	\$ 255.00	\$ 3,222.25		\$ 3,222.25		Lien recorded 3/20/19, as document no. 2019-0093410	3/20/2019	4/16/2020	

Attachment: 20.21 TAX YEAR PAL LOG MAY 19 2020 CITY COUNCIL Exhibit A [Revision 1] (4046 : PUBLIC HEARING FOR DELINQUENT

481-210-018	Paul Anson Hurst & Joyce Ann Hurst	P.O. Box 8511, Moreno Valley, CA 92552	4/9/2019	Board up 2 doors; board up 2 windows; board up 1 slider and work on pump (empty) swimming pool or other body of water	\$ 254.00	\$ 255.00	\$ 509.00	\$ 16.00	\$ 525.00	Lien recorded 5/12/2020, as document no. 2020-0202624.	5/12/2020	4/16/2020
481-270-049	Gianni-Ben Bakhtar 12920 Heacock Street, Moreno Valley	3843 S. Bristol St., No. 108, Santa Ana, CA 92704	2/12/2019	Boardup 5 Windows, Graffiti Removal, Removal of Junk, Trash, and Debris	\$ 1,560.00	\$ 255.00	\$ 1,815.00	\$ 16.00	\$ 1,831.00	Lien recorded on 4/12/18, as document no. 2018-0142266	4/12/2018	4/16/2020
481-270-049	Gianni-Ben Bakhtar 12920 Heacock Street, Moreno Valley	3843 S. Bristol St., No. 108, Santa Ana, CA 92704	4/2/2019	Board up 2 Windows	\$ 789.25	\$ 255.00	\$ 1,044.25		\$ 1,044.25	Lien recorded on 4/12/18, as document no. 2018-0142266	4/12/2018	4/16/2020
481-270-049	Gianni-Ben Bakhtar 12920 Heacock Street, Moreno Valley	3843 S. Bristol St., No. 108, Santa Ana, CA 92704	2/12/2020	Board up 7 windows, and one door.	\$ 758.00	\$ 255.00	\$ 1,013.00		\$ 1,013.00	Lien recorded on 4/12/18, as document no. 2018-0142266	4/12/2018	4/16/2020
481-270-049	Gianni-Ben Bakhtar 12920 Heacock Street, Moreno Valley	3843 S. Bristol St., No. 108, Santa Ana, CA 92704	4/10/2020	Install 150' of chainlink fencing; 35 cubic yards of junk trash and debris; 9 big rig tires removed	\$ 5,964.25	\$ 255.00	\$ 6,219.25		\$ 6,219.25	Lien recorded on 4/12/18, as document no. 2018-0142266	4/12/2018	4/16/2020
482-520-004	K&R Inv.	27444 Krishna Circle, Hemet, CA 92544	5/27/2019	Board up one jumbo opening; prebid authorization; board up 1 jumbo window; prebid authorization	\$ 656.00	\$ 255.00	\$ 911.00	\$ 16.00	\$ 927.00	Lien recorded on 5/20/19, as document no. 2019-0175160	5/20/2019	4/16/2020
485-220-009	Perris at Pentecostal	41 Corporate Park Suite 250, Irvine, CA 92606	10/14/2019	1 hour of hand work and 1 hour of tree trim; removal of junk, trash and debris 7 cubic yards	\$ 595.90	\$ 255.00	\$ 850.90	\$ 16.00	\$ 866.90	Lien recorded on 10/25/19, as document no. 2019-0431878	10/25/2019	4/16/2020
486-211-022	Homayoon Shamolian	18564 Doral Way, Tarzana, CA 91356	10/8/2019	Removal of junk, trash & debris 2 CY	\$ 143.00	\$ 255.00	\$ 398.00	\$ 16.00	\$ 414.00	Lien recorded on 5/12/2020, as document no. 2020-02022623.	5/11/2020	4/16/2020
TOTAL:					\$ 70,017.34	\$ 6,375.00	\$ 76,392.34	\$ 272.00	\$76,664.34			

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY AND DEFER PAYMENT UNIL DECEMBER 2020 THROUGH PROPERTY TAX BILL, FOR THE ABATEMENTS OF PUBLIC NUISANCES AND DIRECTING THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, to protect and preserve the public health, safety, and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California, which were not abated by the property owners upon reasonable notice by the City; and

WHEREAS, all of the procedural steps have been complied with by the City in accordance with the requirements of City of Moreno Valley Municipal Code Chapter 6.04; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code Section 6.04.120, Statements of Costs and notices of this hearing have been served on the property owners and other responsible parties; and

WHEREAS, having received and considered said Statements of Costs and having conducted the required hearing for protests and objections by those property owners.

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

1. That the Statements of Costs, Notice of City Council Meeting, and Notices of Special Assessments, copies of which are on file in the Community Development Department, Code and Neighborhood Services Division, and incorporated herein by this reference, are confirmed.
2. That the Property Assessment List and respective amounts of costs contained therein, attached hereto as Exhibit A and incorporated by this reference, is also confirmed.
3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office, copies shall be transmitted to the Assessor and Tax Collector of the County of Riverside. After recordation, it shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next

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Resolution No. 2020-_____
Date Adopted:

levied against the property.

- 4. Recognizing the financial hardship caused by the coronavirus crisis, as part of prior actions by the City’s Disaster Council, the City has suspended penalties and interest on late payment fees and fines incurred since March 18, 2020. In order to be consistent with Council direction, although these unpaid Property Assessments occurred in both 2019 and 2020, the current crisis has created financial hardships for many, which means it may still be difficult to pay any outstanding bills. The action proposed this evening will allow the City Council to defer 50% of the payment amounts until December 10, 2020, and the remaining 50% until April 10, 2021, by placing these delinquent charges on the FY 2020/2021 County of Riverside property tax roll for collection. The proposed assessment only affects property owners with associated delinquent Property Assessments, not the general citizens or taxpayers of the City.

APPROVED AND ADOPTED this day, 19th of May 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-_____
Date Adopted: 2

Attachment: Reso for Code Nuisance_20200514 (4046 : PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT)

RESOLUTION JURAT

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

I, _____, 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 19th of May 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem, and Mayor)

CITY CLERK

(SEAL)

Attachment: Reso for Code Nuisance_20200514 (4046 : PUBLIC HEARING FOR DELINQUENT NUISANCE ABATEMENT)

Resolution No. 2020-____³
Date Adopted: