

TELECONFERENCED MEETING

CITY COUNCIL REGULAR MEETING – 6:00 PM

SEPTEMBER 1, 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, no later than 5:00 p.m. on Tuesday, September 1, 2020

STEP 3

Select Audio Source

Computer Speakers/Microphone

or

Telephone

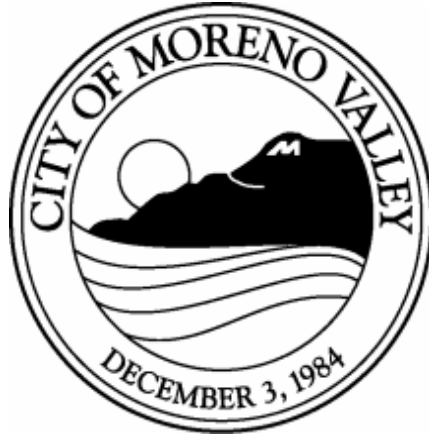
STEP 3

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**

September 1, 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
SEPTEMBER 1, 2020**

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

SEPTEMBER 1, 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 ON ANY SUBJECT ON THE AGENDA AND NOT ON THE
AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

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 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 - REGULAR MEETING - JUL 7, 2020 6:00 PM

Recommendation: Approve as submitted.

- A.3. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH JUNE 30, 2020 (Report of: City Clerk)

Recommendation:

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

- A.4. APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2020 ANNUAL CONFERENCE - ANNUAL BUSINESS MEETING (Report of: City Clerk)

Recommendations:

1. ADOPT RESOLUTION NO. 2020-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING MAYOR PRO TEM VICTORIA BACA AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY SEPTEMBER 30, 2020.

- A.5. BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE (Report of: City Clerk)

Recommendations:

1. That the City Council adopt a Resolution, of the City Council of the City of Moreno Valley, California, Adopting an Amended Conflict of Interest Code by reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and repealing all prior enactments on the same subject

2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.
3. That the City Council serving as Community Services District of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.
4. That the City Council serving as the Housing Authority of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

A.6. PAYMENT REGISTER - MAY 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.7. PAYMENT REGISTER - JUNE 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.8. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2020 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended June 30, 2020, in compliance with the City's Investment Policy.

A.9. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.10. PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 47 AND 48 (RESO. NO. 2020-____ AND 2020-____) (Report of: Financial & Management Services)

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 47).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 48).

- A.11. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR TREE TRIMMING AND REMOVAL SERVICES (CITY COUNCIL AND CSD BOARD) (AGMT. NO. 2020-____), WHICH ARE FUNDED BY PARCEL CHARGES, MEASURE A, AND THE FACILITIES MAINTENANCE FUND. (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for Tree Trimming and Removal Services (“Agreement”) with West Coast Arborists, Inc., 2200 E. Via Burton, Anaheim, CA 92806, and waive any and all minor irregularities, to provide tree trimming and removal services for certain City maintained trees for a not-to-exceed amount of \$2,661,800.
2. Authorize the City Manager to execute the Agreement with West Coast Arborists, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.12. AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR BACKFLOW SERVICES (CITY COUNCIL AND CSD BOARD) (AGMT. NO. 2020-____), WHICH ARE FUNDED BY PARCEL CHARGES AND THE FACILITIES MAINTENANCE FUND. (Report of: Financial & Management Services)

Recommendations:

1. Approve the Agreement for Backflow Services (“Agreement”) with E.R. Block Plumbing, Inc., 10910 Hole Ave., Riverside, CA 92505, and waive any and all minor irregularities, to provide backflow testing and repair services to City maintained backflow prevention devices for a not-to-exceed amount of \$578,000.
2. Authorize the City Manager to execute the Agreement with E.R. Block Plumbing, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

A.13. APPROVAL OF THE ADDITION OF MOBILE HOTSPOTS TO THE LIBRARY’S COLLECTION AVAILABLE FOR RESIDENTS TO CHECKOUT (Report of: Financial & Management Services)

Recommendation:

1. Approve a budget adjustment to the Library Operations Fund in the amount of \$33,012 to cover the purchase of additional mobile hotspots for distribution through the Moreno Valley Public Library system.

A.14. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES AND APPROVING TEMPORARY OUTDOOR BUSINESS PERMIT PROCEDURES (RESO. NOS. 2020-__ - __) (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic; and
2. Adopt a Resolution for an emergency order temporarily allowing businesses to conduct outdoor operations pursuant to State and County regulations.

A.15. COVID-19 PANDEMIC RESPONSE UPDATE (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. Receive and ratify such emergency response items set forth within the staff report

A.16. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING FROM THE STATE OF CALIFORNIA AND APPROVING THE CARES ACT EXPENDITURE PLAN TO ADDRESS THE PUBLIC SAFETY IMPACTS OF COVID-19 (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the State of California in the amount of \$2,578,550 to assist in preventing, preparing for and responding to the Coronavirus by our Public Safety personnel and approving the CARES Act expenditure plan.
2. Authorize the City Manager or his/her designee to take all steps necessary for the City to receive the CARES Act funding awarded by the State of California, including but not limited to completing and submitting the State's Local Government Certification form.
3. Approve the FY 2020/2021 budget amendment as stated in the fiscal impact section.

A.17. PARTICIPATION UNDER COUNTY OF RIVERSIDE'S ENTITLEMENT LOCAL GOVERNMENT DESIGNATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM THROUGH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) (Report of: Financial & Management Services)

Recommendations:

1. Approve of the partnership with the County to leverage additional funding for future affordable housing projects and to minimize additional operating costs for the General Fund.
2. Authorize the City Manager to execute the Agreement for the Permanent Local Housing Allocation (PLHA) Program under the California Department of Housing and Community Development (HCD) for Allocation Years 2019-2023 by and between the County of Riverside and the City of Moreno Valley

A.18. RESOLUTION APPROVING THE REFINANCING OF THE 2013 TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) CERTIFICATES OF PARTICIPATION (Report of: Financial & Management Services)

That the City Council:

1. Adopt Resolution 2020- [] Approving the Execution and Delivery of California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (T.R.I.P. – Total Road Improvement Program) subject to the compliance of certain criteria, including that: (i) the principal amount of the 2020 Refunding Certificates does not exceed \$22.5 million (\$22,500,000); (ii) the NPV % savings does not fall below 3.0%; and (iii) the Underwriter's Discount does not exceed 0.95% of the principal amount of the 2020 Refunding Certificates which are within the City's refunding policy guidelines of the Debt Management Policy #3.10.

A.19. AUTHORIZE THE BUDGET ADJUSTMENT FROM FUND 3008 FOR THE CAPITAL IMPROVEMENT PLAN PROJECT: CITYWIDE PAVEMENT REHABILITATION PROGRAM FY19/20 (801 0085) (Report of: Public Works)

Recommendation:

1. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

A.20. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS PROJECT (PROJECT 808 0028) (Report of: Public Works)

Recommendations:

1. Grant Atom Engineering Construction's request for relief of their Bid as allowed by Public Contract Code Section 5101, due to a mistake in filling out their Bid;
2. Reject all other bids, waive any and all minor irregularities, and award a construction contract to Elecnor Belco Electric, Inc. for the Upgrade Existing Marked Crosswalks on Various Arterials project in the amount of \$289,800.00 and authorize the City Manager to execute the contract;
3. Authorize the Chief Financial Officer to appropriate \$161,597.00 in additional funding as revenue and expense in the Capital Projects Reimbursements Fund (Fund 2301);

4. Authorize the issuance of a Purchase Order to Elecnor Belco Electric, Inc. in the amount of \$333,270.00 (\$289,800.00 bid amount plus a 15% contingency), using grant funds from the Highway Safety Improvement Program;
5. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount; and
6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, funded by the Highway Safety Improvement Program.

A.21. AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR GUARDRAIL UPGRADES VARIOUS LOCATIONS, PROJECT NO. 808 0027 (Report of: Public Works)

Recommendations:

1. Award a construction contract to Alcorn Fence Company, 6455 Pedley Rd., Riverside, CA 92509, for the Guardrail Upgrades Various Locations project and authorize the City Manager to execute a contract with Alcorn Fence Company in substantial conformance with the attached contract in the amount of \$506,491.24 for the construction of the project, funded by Highway Safety Improvement Program (HSIP) grant;
2. Authorize the issuance of a Purchase Order for Alcorn Fence Company in the amount of \$557,141.24 (bid amount plus a contingency) when the contract has been signed by all parties; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the total contingency of \$50,650.00, subject to the approval of the City Attorney.

A.22. AMEND THE ADOPTED CAPITAL IMPROVEMENT PLAN BY ADDING THE ELECTRICAL SWITCH 61 RECONFIGURATION PROJECT (Report of: Public Works)

Recommendations:

1. Amend the City's two-year Adopted Capital Improvement Plan by adding the Electrical Switch 61 Reconfiguration Project into Fiscal Year 2020/21.
2. Authorize the use of \$225,000 in FY 2020/21 of unused funds from completed 2019 lease revenue bond projects.

A.23. APPROVAL OF COMMUNITY ENHANCEMENT OFFICERS POSITION CONTROL ROSTER CHANGES AND JOB CLASSIFICATION UPDATES (Report of: Community Development)

Recommendations:

1. Authorize the Community Development Department to retitle the Community Enhancement Officer to Senior Community Enhancement Officer
2. Authorize the reclassification of one vacant Code Compliance Officer I to a Community Enhancement Officer I.
3. Authorize the reclassification of one vacant Community Enhancement Officer to a Community Enhancement Officer II.
4. Approve the Job Classifications for Senior Community Enhancement Officer, Community Enhancement Officer II, and Community Enhancement Officer I.
5. Update the Position Control Roster to reflect these changes.

A.24. SECOND READING OF A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES. (ORD. NOS. 968 and 969) (Report of: Community Development)

Recommendation:

1. Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance Nos. 968 and 969.

A.25. APPROVAL OF AN AMENDED MAINTENANCE AGREEMENT AND AMENDED ESCROW AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ROC III CA BELAGO, LLC, RELATED TO MAINTENANCE OF THE MORENO VALLEY RANCH GOLF COURSE. (Report of: Community Development)

Recommendation:

1. APPROVE amendments to the Maintenance Agreement and the related Escrow Agreement between the City of Moreno Valley and ROC III CA Belago, LLC, to ensure future maintenance of the Moreno Valley Ranch Golf Course.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NO. 2020-53 (RESO. NO. CSD 2020-____) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-____, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation No. 2020-53 to its Community Facilities District No. 1 and approving the amended map for said District.

- B.4. ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS (Report of: Parks & Community Services)

Recommendations:

1. Adopt Resolution No. 2020-____ to approve application(s) for Per Capita Grant Funds allocated by the Legislature of the State of California through the Department of Parks and Recreation Office of Grants and Local Services; and
2. Upon issuance of the grant by the California Department of Parks and Recreation, authorize the City Manager to accept the grant on behalf of the CSD and process a budget amendment and appropriation in the amount of \$177,952, which will be ratified in the following quarterly budget review; and
3. Authorize the City Clerk to record a required Deed Restriction, in cooperation with the California Department of Parks and Recreation Office of Grants and Local Services.

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 - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CITY COUNCIL - REGULAR MEETING - JUL 7, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS

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

Those wishing to speak should follow the teleconference procedures.

F.1. PUBLIC HEARING FOR THREE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS (Report of: Financial & Management Services)

Recommendations: That the City Council:

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

F.2. PUBLIC HEARING TO ADOPT UPDATES THE CARES ACT AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
2. Review and provide final direction on the allocation of funding regarding SWAG and United Way.
3. Review, amend, and adopt the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
4. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

- F.3. PROPOSED GENERAL PLAN AMENDMENT AND CHANGE OF ZONE AMENDING FIGURE 2-2 “LAND USE MAP” OF THE MORENO VALLEY GENERAL PLAN AND THE CITY ZONING ATLAS, RESPECTIVELY, AND A PROPOSED TENTATIVE PARCEL MAP TO SUBDIVIDE APPROXIMATELY 51.51-ACRES OF LAND INTO FOUR PARCELS. (Report of: Community Development)

Recommendations: That the City Council:

1. **ADOPT** Resolution 2020-XX: A Resolution of the City Council of the City of Moreno Valley **CERTIFYING** that the Initial Study/Mitigated Negative Declaration, prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150, on file with the Community Development Department, incorporated herein by this reference, completed in compliance with the California Environmental Quality Act Guidelines, and that the City Council reviewed and considered the information contained in the Initial Study/ Mitigated Negative Declaration, and that the document reflects the City’s independent judgment and analysis, and **ADOPTING** the Mitigation Monitoring and Reporting Program prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150; and
2. **ADOPT** Resolution 2020-XX: A Resolution of the City Council of the City of Moreno Valley approving General Plan Amendment application PEN19-0151 increasing the Commercial (C) General Plan land use designation by 0.12-acres and a reducing the Residential/Office (R/O) General Plan land use designation by 0.12-acres, resulting in 19.88 gross acres designated Commercial (C) and 31.63 gross acres designated Residential/Office (R/O).; and
3. **INTRODUCE** and conduct the first reading by title only of Ordinance No. XXX, approving a Change of Zone PEN19-0152 to amend the City Zoning Atlas to adjust the boundaries of the Residential 15 (R15) District and Community Commercial (CC) District to align with the General Plan boundaries and correspond to the parcel boundaries proposed by Tentative Parcel Map No. 37750 for the areas described in the Ordinance, based on the findings contained in the Ordinance, and the revised Zoning Atlas; and
4. **ADOPT** Resolution No. 2020-XX, A Resolution of the City Council of the City of Moreno Valley approving Tentative Parcel Map 37750 application PEN19-0150 based on the findings contained in this resolution, and subject to the conditions of approval included as Exhibit A; and
5. **SCHEDULE** the second reading and adoption of Ordinance No. XXX for the next regular City Council meeting.

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

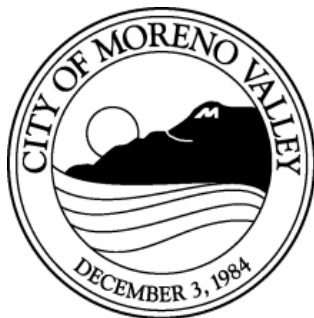
Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: August 27, 2020

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

TELECONFERENCED MEETING



**TELECONFERENCED MEETING
CITY COUNCIL REGULAR MEETING - 6:00 PM
JULY 7, 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
[<mailto:zoom@moval.org>](mailto: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

**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
July 7, 2020**

SPECIAL PRESENTATIONS - NONE

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

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

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

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:00 p.m. by Mayor 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
	Mike Lee	City Manager
	Marshall Eyerman	Assistant City Manager/Chief Financial Officer
	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
	Steve Quintanilla	Interim City Attorney

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

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

Bob Palomarez

1. Critical of Council Member Marquez.

Carolyn Brodeur

1. Requested an installation of sidewalks in the Locust/Moreno Beach Drive area.
2. Thanked Ashleigh Renz and Joe Alcaraz for their commitment to the animals at the Animal Shelter.

Fabian Ayub

1. Asked if the Police Department would be subjected to a budget cut.

Mayor Gutierrez remarked that there is no intention to cut the Police budget.

Louise Palomarez

1. Critical of Council Member Marquez.

Richard Markuson

1. Opposes Item No. A.14.

Elias Garcia

1. Asked for the vote on Item No. A.14 to be postponed.

Ken Coate, Anthony Coreas, and Kevin Garrett oppose Item No. A.14.

Ricardo Cisneros and Andrew Gonzales support Item No. A.14.

Russell Johnson

1. Opposes Item No. A.14.
2. Requested a continuance of the Item.

John Montoya

1. Opposes Item No. A.14.

Michael Sotomayor, William Perez, Jimmy Elrod, and Omar Cobian support Item No. A.14.

Mike

1. Asked that ABC be included in the Workforce Agreement.

Jordan Chechitelli

1. Supports Item No. A.14.

Eric Christen

1. Opposes Item No. A.14.
2. Requested that the vote be suspended so that all trade groups could participate in the agreement.

JOINT CONSENT CALENDARS (SECTIONS A-E)

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

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 - Regular Meeting - Jun 16, 2020 6:00 PM

Recommendation: Approve as submitted.

A.3. MAYORAL APPOINTMENT TO THE LIBRARY COMMISSION (Report of: City Clerk)

Recommendation:

1. Receive and confirm the following Mayoral appointment:

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
Frances Hernandez	Member	Ending 06/30/23

A.4. 2020 CITY COUNCIL COMMISSION, BOARD, AND SUBCOMMITTEE APPOINTMENTS (Report of: City Clerk)

Recommendation: That the City Council:

1. Ratify the appointments to the various committees and subcommittees as noted on the 2020 Council Committee Participation List – terms end on December 31, 2020.

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

- A.5. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH MAY 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 May 31, 2020.

- A.6. RESOLUTION OF THE CITY OF MORENO VALLEY RECOGNIZING RACISM AS A PUBLIC HEALTH ISSUE AND WELCOMING, CELEBRATING, AND PROMOTING DIVERSITY, TOLERANCE, ACCEPTANCE, AND INCLUSION AMONGST ITS CITIZENS, RESIDENTS, VISITORS, AND BUSINESSES (RESO. NO. 2020-51) (Report of: City Clerk)

Council Member Thornton commended her colleagues and staff for supporting the social justice events. She expressed her gratitude for the Item and the City's commitment to the community and to disrupting racism.

Council Member Cabrera applauded Council Member Thornton and Mayor Gutierrez for introducing the Item. He expressed his awe of Council Member Thornton for successfully petitioning the Board of Supervisors to form a committee. He indicated his complete support of the resolution.

Recommendation:

1. Adopt Resolution No. 2020-51. A Resolution of the City Council of the City of Moreno Valley, California, Recognizing Racism as a Public Health Issue and Welcoming, Celebrating, and Promoting Diversity, Tolerance, Acceptance, and Inclusion Amongst its Citizens, Residents, Visitors, and Businesses.

- A.7. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.8. COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES (RESO. NO. 2020-52) (Report of: Financial & Management Services)

Recommendation: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the

COVID-19 Pandemic.

- A.9. ACCEPTANCE OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AWARD IN THE AMOUNT OF \$173,880 FOR REIMBURSEMENT OF OFFICE OF EMERGENCY MANAGEMENT (OEM) OPERATIONS (Report of: Financial & Management Services)

Recommendations:

1. Accept the Coronavirus Emergency Supplemental Funding (CESF) award in the amount of \$173,880 to assist in preventing, preparing for, and responding to the coronavirus.
2. Ratify the FY2019/20 budget as stated in the Financial Impact.
3. Authorize the City Chief Financial Officer to reclassify previously recorded expenditures to the grant fund pursuant to the grant guidelines in FY2019/20.

- A.10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RATIFYING THE ATTESTATION OF VERACITY SUBMITTED TO THE CALIFORNIA ENERGY COMMISSION FOR THE 2019 POWER SOURCE DISCLOSURE PROGRAM ANNUAL REPORT (RESO. NO. 2020-53) (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2020-53. A Resolution of the City Council of the City of Moreno Valley, California, Ratifying the Attestation of Veracity Submitted to the California Energy Commission for the 2019 Power Source Disclosure Program Annual Report.

- A.11. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2021 THROUGH JUNE 30, 2021 (ROPS 20-21B) (RESO. NO. SA 2020-02) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2020-02. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule for the Period of January 1, 2021 through June 30, 2021 (ROPS 20-21B), and Authorizing the City Manager acting for the Successor Agency or his/her Designee to Make Modifications

Thereto.

2. Authorize the City Manager acting for the Successor Agency or his/her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 20-21B, for the period of January 1, 2021 through June 30, 2021, ("Exhibit A") to the Countywide Oversight Board for County of Riverside for review and approval.

A.12. REJECT ALL BIDS SUBMITTED FOR THE SUNNYMEAD - FLAMING ARROW DRIVE STORM DRAIN (SUNNYMEAD MDP LINE M-11 EXTENSION) – PROJECT NO. 804 0014 (Report of: Public Works)

Recommendation:

1. Reject all bids opened on June 2, 2020 for the Sunnymead - Flaming Arrow Drive Storm Drain (Sunnymead MDP Line M-11 Extension) project.

A.13. APPROPRIATE DEVELOPMENT IMPACT FEE FUNDS FOR SR-60/MORENO BEACH DRIVE PHASE 2 PROJECT 801 0021 (AGMT. NO. 2020-188) (Report of: Public Works)

Recommendations:

1. Authorize budget adjustments as set forth in the Fiscal Impact section of this report;
2. Authorize the City Manager to sign a Memorandum of Understanding (MOU) or interim document that commits funds, if necessary, subject to approval by the City Attorney;
3. Approve a draft template agreement with Riverpark Mitigation Bank and authorize the issuance of a purchase order, subject to approval by the City Attorney; and
4. Authorize the Public Works Director/City Engineer to execute agreements and permits from the permitting agencies.

A.14. APPROVAL OF A COMMUNITY WORKFORCE AGREEMENT FOR THE MOVALWORKFORCE PROGRAM (AGMT. NO. 2020-189) (Report of: Public Works)

Council Member Cabrera remarked that he understood firsthand the long commutes construction workers face. He also noted that the agreement could lead to higher wages and allow workers to spend more time with their families. He thanked the speakers and expressed his desire for their

apprenticeship programs to be expanded. He stated that in the future he hoped to meet with the other groups to address their concerns.

Council Member Marquez asked to pull Item No. A.22 for a separate vote.

Mayor Gutierrez explained that a year ago the City Council directed staff to develop a Community Workforce Agreement. He stated that anyone could still bid on City projects. He noted the merits of the ABC apprenticeship program. He discussed the importance of a Community Workforce Agreement.

Recommendation:

1. Approve the Community Workforce Agreement as part of the City's MoValWorkforce Program.

- A.15. PA15-0002 (TR 35414) – EXECUTE QUITCLAIM DEED TRANSFERRING THE CITY'S TITLE INTEREST IN A STORM DRAIN EASEMENT TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DEVELOPER – RIVERVIEW PARTNERS, LP (Report of: Public Works)

Recommendations:

1. Authorize the City Manager to execute the Quitclaim Deed transferring all rights, title, and interest in and to the storm drain easement recorded on Tract Map 35414, recorded in Map Book 457, Pages 70 through 73 inclusive, in the Official Records of Riverside County, California, to the Riverside County Flood Control and Water Conservation District.
2. Direct the City Clerk to forward the signed Quitclaim Deed to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

- A.16. APPROVE PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH KOA CORPORATION FOR THE ADVANCED DILEMMA ZONE DETECTION SYSTEMS AT 65 INTERSECTIONS PROJECT (AGMT. NO. 2020-190) (Report of: Public Works)

Recommendations:

1. Approve an Agreement for Professional Consultant Services with KOA Corporation, in substantial conformance with the attached, to provide construction management and inspection services in the amount of \$356,746.35 for the Advanced Dilemma Zone Detection Systems at 65 Intersections project;
2. Authorize the City Manager to execute an agreement with KOA Corporation, subject to approval by the City Attorney;

3. Authorize the issuance of a Purchase Order to KOA Corporation for the Advanced Dilemma Zone Detection Systems at 65 Intersections project in the amount of \$356,746.35, funded by Highway Safety Improvement Program grant funds; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Agreements for Professional Consultant Services with KOA Corporation, not to exceed the Purchase Order amounts, subject to approval by the City Attorney.

A.17. PEN18-0164 (PM 23656) – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A NORTHERLY PORTION OF HEMLOCK AVENUE LOCATED WEST OF THE NORTHWESTERLY CORNER OF DAVIS STREET DEVELOPER: LCG MVBP, LLC (RESO. NO. 2020-54) (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2020-54. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of the northerly portion of Hemlock Avenue located west of the northwesterly corner of Davis Street.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.18. AUTHORIZATION TO AWARD BID FOR THE FURNISHING OF ADVANCED DILEMMA ZONE DETECTION SYSTEMS TO ITERIS INC. (PROJECTS 808 0018 AND 808 0026) (Report of: Public Works)

Recommendations:

1. Award the bid to Iteris, Inc., 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705 the lowest responsive and responsible bidder, for the purchase of Advanced Dilemma Zone Detection Systems; and
2. Authorize the issuance of a Purchase Order to Iteris, Inc. in the amount of \$1,185,712.25 for the purchase of Advanced Dilemma Zone Detection Systems, funded by Highway Safety Improvement Program grants.

- A.19. APPROVE AGREEMENT WITH PERMITROCKET SOFTWARE, LLC, DBA EPERMITHUB, FOR ELECTRONIC PLAN CHECK SOFTWARE SOLUTION, ANNUAL SUBSCRIPTION LICENSING, AND PROFESSIONAL SERVICES (AGMT. NO. 2020-191) (Report of: Community Development)

Recommendations:

1. Approve the agreement with PermitRocket Software, LLC, dba ePermitHub, for electronic plan check software solution, annual subscription licensing, and professional services in an amount not-to-exceed \$208,516.70 and authorize the City Manager, or his designee, to execute the agreement and any subsequent amendments, subject to the approval of the City Attorney, in accordance with approved terms of the agreement.
2. Authorize the Purchasing Manager, or her designee, to approve a purchase order, using funds from the State Bill (SB) 2 Planning Grant, to PermitRocket Software, LLC, dba ePermitHub, in accordance with approved terms of the agreement.
3. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in this report.

- A.20. APPROVE THE FOURTH AMENDMENT TO AGREEMENT WITH DATA TICKET, INC. FOR ADMINISTRATIVE CITATION PROCESSING SERVICES (AGMT. NO. 2018-83-04) (Report of: Community Development)

Recommendations:

1. Approve the Fourth Amendment to Agreement with Data Ticket, Inc. for Administrative Citation processing services and authorize the City Manager, or his designee, to execute the said Amendment subject to the approval of the City Attorney.
2. Authorize an increase of \$75,000 for a new total contract amount not-to-exceed \$592,800 with Data Ticket, Inc. for Administrative Citation processing services. Contract costs are paid through a portion of the Administration Citation fees recovered.
3. Authorize the Purchasing Division Manager to approve an increase to the Purchase Order to Data Ticket, Inc. for Administrative Citation processing services in accordance with the terms of the Agreement.

- A.21. A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES. (ORD. NOS. 968 and 969) (Report of: Community Development)

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance No. 968 amending Sections 9.02.020 and 9.09-290 of Title 9 and deleting Sections 9.02.135 and 9.09.293 of the City of Moreno Valley Municipal Code related to Commercial Cannabis Businesses.
2. Introduce and conduct the first reading of Ordinance No. 969 deleting Chapter 11.10 of Title 11 of the City of Moreno Valley Municipal Code related to Medical Marijuana Dispensaries.
3. Schedule the second reading and adoption of Ordinance Nos. 968 and 969 for the next regular Council meeting.

- A.22. Item No. A.22 Was Pulled For A Separate Vote By Council Member Marquez

- A.23. 2020 CDFA SPAY-NEUTER GRANT AWARD (Report of: Community Development)

Recommendations:

1. Receive and accept a grant award from the California Department of Food and Agriculture (CDFA) in the amount of \$26,000 from the 2020 Pet Lover's License Plate Grant Program. The purpose of the grant award is to provide low to no cost spaying and neutering of dogs and cats.
2. Approve the revenue and expense budget adjustments in the amount of \$26,000 as set forth in the Fiscal Impact section of this report.

- A.24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MORENO VALLEY FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRING ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13145, 13146 and 17921 OF THE CALIFORNIA HEALTH AND SAFETY CODE (RESO. NO. 2020-55) (Report of: Fire Department)

Recommendation:

1. Approve Resolution No. 2020-55. A Resolution of the City Council of the City of Moreno Valley, California, acknowledging receipt of a

report made by the Fire Chief of the Moreno Valley Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13145, 13146 and 17921 of the California Health and Safety Code.

A.25. APPROVAL OF A COMMUNITY ENHANCEMENT OFFICER POSITION
(Report of: City Manager)

Recommendations:

1. Authorize the Community Development Department to de-fund one Code Enforcement Officer II and one Sr. Code Compliance Officer positions and fund two Community Enhancement Officer position.
2. Approve the Community Enhancement Officer job classification
3. Authorize the City Position Summary, as amended

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

B.2. MINUTES - REGULAR MEETING OF JUN 16, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

B.3. ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, TO OPERATE CHILD CARE SERVICES FOR FISCAL YEAR 2020/21 AND ADOPTION OF THE RESOLUTION TO CERTIFY APPROVAL OF THE GOVERNING BOARD (RESO. NO. CSD 2020-21, AGMT. NO. 2020-192) (Report of: Parks & Community Services)

Recommendations:

1. Authorize the acceptance of child development program funds in the amount of \$814,041 and any subsequent amendments for Fiscal Year (FY) 2020/21 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2020-21. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this

transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for FY 2020/21.

- B.4. ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC IMPROVEMENTS, RELATED TO THE LOTS 88, 89, AND 90 FOR TRACT 22180-2 AND LOTS 54 AND 55 FOR TRACT 22180-3 (JUAN BAUTISTA DE ANZA TRAIL ALONG DEPARTMENT OF WATER RESOURCES AQUEDUCT NORTH OF GENTIAN AVENUE), AS COMPLETE AND ACCEPT THE IMPROVEMENTS INTO THE COMMUNITY SERVICES DISTRICT'S MAINTAINED SYSTEM (RESO. NO. CSD. 2020-22) (Report of: Parks & Community Services)

Recommendation:

1. Adopt proposed Resolution CSD 2020-22 authorizing the acceptance of the public improvements, related to Lots 88, 89, and 90 for Tract 22180-2 and Lots 54 and 55 for Tract 22180-3 (Juan Bautista de Anza Trail along Department of Water Resources Aqueduct north of Gentian Avenue), as complete and into the Community Services District's Maintained System.

- B.5. REJECT ALL BIDS SUBMITTED FOR CIVIC CENTER DEMONSTRATION GARDEN TUBULAR STEEL FENCING PROJECT NO. 807 0049 (Report of: Parks & Community Services)

Recommendation:

1. Reject all bids opened on June 8, 2020, for the Civic Center Demonstration Garden Tubular Steel Fencing project.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - REGULAR MEETING OF JUN 16, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

D.2. MINUTES - REGULAR MEETING OF JUN 16, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - REGULAR MEETING OF JUN 16, 2020 6:00 PM (See A.2)

Recommendation: Approve as submitted.

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

H.1. Second Reading of Ordinance No. 967, Approving the Development Agreement between the City of Moreno Valley and HF Properties, a California general partnership, Sunnymead Properties, a Delaware general partnership, Theodore Properties Partners, a Delaware general partnership, 13451 Theodore, LLC, a California limited liability company, and HL Property Partners, a Delaware general partnership (collectively "HF") for the World Logistics Center (ORD. NO. 967) (Report of: Community Development)

Recommendation:

1. That the City Council adopt Ordinance No. 967 approving only the WLC Development Agreement.

RESULT:	APPROVED [3 TO 2]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Dr. Carla J. Thornton
NAYS:	David Marquez, Ulises Cabrera

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

F. PUBLIC HEARINGS

F.1. PUBLIC HEARING TO ADOPT SUBSTANTIAL AMENDMENT #1 TO THE FY 2020-2021 ANNUAL ACTION PLAN TO RECOMMIT FUNDS TO STREET AND ROW IMPROVEMENTS (Report of: Financial & Management Services)

Assistant City Manager/Chief Financial Officer Eyerman provided the report.

Mayor Gutierrez opened the Public Hearing at 7:03 p.m. There being no comments in support or opposition, Mayor Gutierrez closed the Public Hearing at 7:03 p.m.

Council Member Thornton suggested that if funding allows sidewalks should be installed in District 2 as requested by Carolyn Brodeur.

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed Substantial Amendment #1 to the FY 2020-2021 Annual Action Plan.
2. Review and adopt the proposed Substantial Amendment #1 to the FY 2020-2021 Annual Action Plan.
3. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

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

G. GENERAL BUSINESS - NONE

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

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

Mayor Pro Tem Baca reported the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on June 24th.

At that meeting, the Commission approved a Tentative Parcel Map in the Meridian West-Lower Plateau project, adopted a COVID-19 Worksite Preparedness Plan, and approved two-year budgets for the JPA, the Airport Authority, and the Utility Authority.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - Council Member Marquez

Council Member Marquez reported the following:

At its June 25 meeting, the Riverside Transit Agency Board approved free rides for youth and college students for the upcoming school year, to be paid for by a state grant. Please call RTA or visit their website for more information.

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager Lee congratulated the Mayor and City Council for the recent award from the International City/County Management Association. He also with the City Council a pleasant summer recess.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

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

Council Member Thornton

1. Thanked City staff for coordinating the Fireworks Task Force.
2. Commended the Riverside County Sheriff's Deputies for educating the public on fireworks.
3. Reminded businesses of the Forward MoVal program.
4. Announced that the Animal Shelter was providing free microchips for resident's pets.

Council Member Marquez

1. Praised the Executive Staff for the work they've done during the pandemic.
2. Encouraged residents to wear masks, wash their hands regularly, and to practice social distancing.
3. Reminded residents that the City is still repairing potholes and encouraged them to report any they encounter to him.
4. Grateful that the 4th of July holiday was over as the use of illegal fireworks was rampant.

Council Member Cabrera

1. Asserted that although the City Council members may disagree on issues, they are still united.
2. Highlighted the City Council's accomplishments.
3. Provided a Census update.
4. Mentioned that living wages will be considered in September.
5. Attended the rally held in response to the passing of Vanessa Guillen.

Mayor Pro Tem Baca

1. Remarked that there are no budget cuts planned for the Police Department.
2. Congratulated Council Member Thornton on her appointment.
3. Thanked Council Member Thornton and Mayor Gutierrez for introducing the diversity resolution.
4. Notified residents that while the City Council is on summer recess, they are still available.
5. Encouraged residents to follow the CDC's COVID-19 guidelines.
6. Asked and received Mayor Gutierrez and Council Member Thornton for support to discuss fireworks prevention at a Study Session in October.
7. Praised Deputy City Manager Melendez for her work with the City's small businesses.
8. Advised residents that the Moreno Valley Citizen's Public Safety Committee applications are available online until August 14th.
9. Commended Mayor Gutierrez for joining her at the Census Parade through Edgemont.
10. Reminded residents that Cooling Centers are available throughout the City.

Mayor Gutierrez

1. Participated in the Edgemont Census Parade.
2. Attended the Father's Day Parade at Renaissance Village.
3. Affirmed his opposition to the recalls.
4. Praised the Community Workforce Agreement.
5. Proud of the City for winning the Local Government Excellence award.
6. Notified residents that a Study Session on living wages is scheduled for September and fireworks will be discussed in October.
7. Applauded Council Member Thornton on her appointment with the Riverside County task force and for her leadership in tackling the illegal fireworks.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting in memory of Vanessa Guillen at 7:31 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 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: September 1, 2020

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2019/2020 FROM JULY 1, 2019 THROUGH JUNE 30, 2020

RECOMMENDED ACTION

Recommendation:

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

SUMMARY

This staff report is prepared at the request of the City Council to provide transparency with respect to the expenditure of City funds from City Council Discretionary Expenditure Accounts. These reports are for each Council Member's year to date expenditures for Fiscal Year 2019/2020, for July 1, 2019 through June 30, 2020. Each Council District receives an annual budget allocation of \$3,000 and the Mayor receives an annual budget allocation of \$6,000.

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

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

NOTIFICATION

Posting of the agenda as required by the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Renee Bryant
Management Assistant

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. Year End Discretionary Reports

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/24/20 9:57 AM
City Attorney Approval	<u>✓ Approved</u>	8/26/20 8:50 AM
City Manager Approval	<u>✓ Approved</u>	8/26/20 10:44 AM



MAYOR YXSTIAN A. GUTIERREZ

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10015-620130 Mayor Discretionary
 1010-10-01-10015-620131 Mayor Discretionary - Carryover
 July 1, 2019 - June 30, 2020

Date	Amount	Description
No expenditures to report for July 2019		
No expenditures to report for August 2019		
No expenditures to report for September 2019		
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
11/26/2019	\$ 500.00	Sponsorship -RVHS Crimson Regiment Rose Parade
11/30/2019	\$ 49.37	Ticket 7th Annual Turning Red Tape into Red Carpet Awards & Reception
11/30/2019	\$ 62.93	Costco - Fruit for Mayor's Pancake Breakfast
11/30/2019	\$ 17.65	Walmart - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 31.96	Costco - Juice for Mayor's Pancake Breakfast
11/30/2019	\$ 82.52	Costco - Mayor's Pancake Breakfast Supplies
11/30/2019	\$ 40.69	Walmart - Mayor's Pancake Breakfast Supplies
No expenditures to report for December 2019		
1/15/2020	\$ 2,000.00	Sponsorship - MVUSD Odyssey of the Mind Southern California Tournament
2/29/2020	\$ 128.80	Sponsorship - JROTC Baseball Tournament Field Fees
3/31/2020	\$ 24.87	Cupcake & Espresso Bar - Cupcakes for Staff
4/30/2020	\$ 40.00	Cupcake & Espresso Bar - Cupcakes for MoVal Meals Staff
5/31/2020	\$ 23.15	Cupcake & Espresso Bar - Cupcakes for Media Staff
6/30/2020	\$ 1,000.00	Sponsorship - Moreno Valley Adopt-A-Senior
6/30/2020	\$ 64.54	Little Bambinos Pizza - Go Skate Event Refreshments
	\$ 4,116.48	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 6,000.00	FY 19/20 Adopted Budget Amount
	\$ 692.00	Carryover Budget Amount FY 18/19
	\$ 6,692.00	FY 19/20 Amended Budget Amount
	\$ 2,575.52	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 08/18/2020



COUNCIL DISTRICT 1 VICTORIA BACA

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10011-620111 Council District 1 Discretionary
 1010-10-01-10011-620116 Council District 1 Discretionary - Carryover
 July 1, 2019 - June 30, 2020

Date	Amount	Description
7/1/2019	\$ 343.74	FY 18/19 Prepaid Expense US Mayor's Conference
8/3/2019	\$ 246.75	Sponsorship Planning Permit Fees for Annual Backpack Event
		No expenditures to report for September 2019
10/16/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/31/2019	\$ 69.98	Accessories for City Issued Equipment
10/31/2019	\$ 125.00	Riverside Community College President's Dinner November 7
11/14/2019	\$ 25.00	Inland Empire Latino Lawyers Association December 5th
		No expenditures to report for December 2019
		No expenditures to report for January 2020
2/27/2020	\$ 57.64	2020 Elections Code Book
2/29/2020	\$ 50.00	Riverside State of the City - VIP Reception
2/29/2020	\$ 42.00	2020 Riverside County State of Education Address
		No expenditures to report for March 2020
		No expenditures to report for April 2020
		No expenditures to report for May 2020
		No expenditures to report for June 2020
	\$ 1,010.11	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
		Carryover Budget Amount FY 18/19
	\$ 3,000.00	FY 19/20 Amended Budget Amount
	\$ 1,989.89	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 08/18/2020



COUNCIL DISTRICT 2 CARLA J. THORNTON

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10012-620112 Council District 2 Discretionary
 1010-10-01-10012-620117 Council District 2 Discretionary - Carryover
 July 1, 2019 - June 30, 2020

Date	Amount	Description
7/1/2019	\$ 40.00	LOCC Riverside Division Meeting Dinner
7/31/2019	\$ 36.03	Refreshments for Public Outreach Event Held on 7/13/2019
7/31/2019	\$ 20.00	Wake Up MoVal Meeting 7/24/2019
7/31/2019	\$ 32.55	Light Refreshments for Meeting
No expenditures to report for August 2019		
9/16/2019	\$ 10.00	Moreno Valley Elks POW/MIA Remembrance Dinner
9/30/2019	\$ 76.21	Accessories for City Issued Equipment
9/30/2019	\$ 501.00	Facility Use Sponsorship CalVets Pathways to Citizenship Workshop
9/30/2019	\$ 200.00	Membership Fee LOCC African American Caucus
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/21/2019	\$ 75.00	TEAM March Military Ball Ticket
10/31/2019	\$ 5.91	Accessories for City Issued Equipment
10/31/2019	\$ 2.47	Refreshments for October Public Outreach Event
10/31/2019	\$ 7.39	Refreshments for October Public Outreach Event
11/19/2019	\$ 20.00	Wake Up MoVal October Meeting
11/29/2019	\$ 17.00	Petty Cash Reimbursement Parking Gala for 100 Black Men I.E.
No expenditures to report for December 2019		
No expenditures to report for January 2020		
2/26/2020	\$ 40.00	LOCC Riverside Division General Meeting March 9, 2020
3/31/2020	\$ 29.52	Refreshments for District Two General Plan Update Town Halls
No expenditures to report for April 2020		
No expenditures to report for May 2020		
No expenditures to report for June 2020		
	\$ 1,163.08	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,803.00	Carryover Budget Amount FY 18/19
	\$ 4,803.00	FY 19/20 Amended Budget Amount
	\$ 3,639.92	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 08/18/2020



COUNCIL DISTRICT 3 DAVID MARQUEZ

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10013-620113 Council District 3 Discretionary
 1010-10-01-10013-620118 Council District 3 Discretionary - Carryover
 July 1, 2019 - June 30, 2020

Date	Amount	Description
		No expenditures to report for July 2019
		No expenditures to report for August 2019
9/30/2019	\$ 300.00	Refreshments for Public Outreach "Let's Have Lunch With Dave"
10/8/2019	\$ 50.00	LOCC Division Lunch, October 16, 2019
10/14/2019	\$ 300.00	Sponsorship Moreno Valley Optimist Letterman Jacket Program
10/28/2019	\$ 75.00	TEAM March Military Ball Ticket
11/30/2019	\$ 75.00	Champions of Flight 2019 Ticket
		No expenditures to report for December 2019
1/28/2020	\$ 30.00	Martin Luther King Jr. Scholarship Breakfast Ticket
1/31/2020	\$ 25.00	Military Affairs Committee Niagara Falls Leadership Dinner
		No expenditures to report for February 2020
		No expenditures to report for March 2020
		No expenditures to report for April 2020
		No expenditures to report for May 2020
		No expenditures to report for June 2020
	\$ 855.00	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 433.00	Carryover Budget Amount FY 18/19
	\$ 3,433.00	FY 19/20 Amended Budget Amount
	\$ 2,578.00	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 08/18/2020



COUNCIL DISTRICT 4 ULISES CABRERA

Fiscal Year 2019/2020 Council Discretionary Expenditures
 Accounts: 1010-10-01-10014-620114 Council District 4 Discretionary
 1010-10-01-10014-650119 Council District 4 Discretionary - Carryover
 July 1, 2019 - June 30, 2020

Date	Amount	Description
7/31/2019	\$ 200.00	Sponsorship Falcon Football Jumper Deposit
		No expenditures to report for August 2019
		No expenditures to report for September 2019
10/31/2019	\$ 87.23	Large Post-It Note Boards for High School Tours
		No expenditures to report for November 2019
12/31/2019	\$ 103.50	Sponsorship Jitterz Coffee Artwalk - Temporary Use Permit Fees
1/28/2020	\$ 30.00	Martin Luther King Jr. Scholarship Breakfast Ticket
1/31/2020	\$ 100.00	BIA Inland Empire Economic Forecast Ticket
2/26/2020	\$ 20.00	Chamber of Commerce Wake Up MoVal - January Meeting
2/29/2020	\$ 42.00	2020 Riverside County State of Education Address
		No expenditures to report for March 2020
4/30/2020	\$ 10.00	2020 BIA IE Forecast Parking Reimbursement
6/23/2020	\$ 800.00	Sponsorship Unity of Faith Food Pantry
6/23/2020	\$ 200.00	Sponsorship Moreno Valley Education Foundation Music Program
6/23/2020	\$ 400.00	Sponsorship MVC Promise Initiative
	\$ 1,992.73	TOTAL Council Discretionary Expenditures for FY 19/20
	\$ 3,000.00	FY 19/20 Adopted Budget Amount
	\$ 1,726.00	Carryover Budget Amount FY 18/19
	\$ 4,726.00	FY 19/20 Amended Budget Amount
	\$ 2,733.27	FY 19/20 Budget Amount Remaining

Source: Unaudited financial data from the City's accounting records.
 Updated as of: 08/18/2020



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: September 1, 2020

TITLE: APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES (LOCC) 2020 ANNUAL CONFERENCE - ANNUAL BUSINESS MEETING

RECOMMENDED ACTION

Recommendations:

1. ADOPT RESOLUTION NO. 2020-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND AN ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY; and
2. DIRECT STAFF TO SUBMIT TO THE LEAGUE A CERTIFIED COPY OF THE RESOLUTION APPOINTING MAYOR PRO TEM VICTORIA BACA AS THE DELEGATE AND MAYOR DR. YXSTIAN A. GUTIERREZ AS THE ALTERNATE BY SEPTEMBER 30, 2020.

SUMMARY/DISCUSSION

The League of California Cities Annual Conference is scheduled for October 7 – October 9, 2020, in Long Beach. At this meeting, the League membership will consider and take action on resolutions that establish League policy.

An important part of the Annual Conference is the conducting of the Annual Business Meeting at the General Assembly. The Annual Business Meeting is scheduled for 12:30 p.m. on Friday, October 9, 2020, at the Long Beach Convention Center. For Moreno Valley to be able to vote at the Annual Business meeting, the City must designate a voting delegate and may appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve. Designation of a voting delegate must be done by City Council action.

The League of California Cities has requested attending cities to submit before September 30, 2020, a Resolution designating the voting delegate and two alternates. Adoption of the attached Resolution will satisfy League requirements and enable the City of Moreno Valley to participate in the League's Annual Business Meeting, scheduled for October 9, 2020.

FISCAL IMPACT

The fiscal impact for this League of California Cities trip is approximately \$1,200 and was included in the recently adopted budget.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Reso No. 2020-XX - League of CA Cities Delegate-Alternate
- 2. LOCC Voting Delegate Form

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	8/11/20 12:57 PM
City Attorney Approval	<u> ✓ Approved </u>	8/21/20 8:21 AM

City Manager Approval

✓ Approved

8/21/20 9:15 AM

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPOINTING DELEGATES AND ALTERNATES TO THE LEAGUE OF CALIFORNIA CITIES AS OFFICIAL REPRESENTATIVES OF THE CITY OF MORENO VALLEY

WHEREAS, the League of California Cities (“League”) will hold its 2020 Annual Conference from October 7, 2020 to October 9, 2020 in Long Beach, California; and

WHEREAS, the League’s 2020 Annual Conference will have an Annual Business Meeting on Friday, October 9, 2020 in which the League’s membership may consider and take action on resolutions that establish League policy; and

WHEREAS, in order to participate in the Annual Business Meeting and to attend the League’s 2020 Annual Conference, the Bylaws of League require the City Council to appoint, by a majority vote, a primary Voting Delegate and up to two Alternate Voting Delegates, one of whom may vote in the Annual Business Meeting in the event that the primary designated voting delegate is unable to serve in that capacity; and

WHEREAS, the City Council desires to appoint a Voting Delegate and Alternate Voting Delegates to the League of California Cities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1. Mayor Pro Tem Victoria Baca is hereby appointed to serve as the Voting Delegate to the League of California Cities representing the City of Moreno Valley.

SECTION 2. Mayor Dr. Yxstian A. Gutierrez is hereby appointed to serve as the Alternate Voting Delegate to the League of California Cities representing the City of Moreno Valley.

SECTION 3. The City Clerk of the City of Moreno Valley shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED this 1st day of September, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, CMC & CERA, 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 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

3
Resolution No. 2020-xx
Date Adopted: September 1, 2020

Attachment: Reso No. 2020-XX - League of CA Cities Delegate-Alternate (4100 : APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

Attachment: LOCC Voting Delegate Form (4100) : APPOINT A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)
 Mayor and City Council Acting in its Capacity as Chairman and Commissioners of the Moreno Valley Housing Authority (HA)
 Mayor and City Council Acting in its Capacity as Members of the Moreno Valley Successor Agency

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: September 1, 2020

TITLE: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

Recommendations:

1. That the City Council adopt a Resolution, of the City Council of the City of Moreno Valley, California, Adopting an Amended Conflict of Interest Code by reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and repealing all prior enactments on the same subject
2. That the City Council serving as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code to amend the list of designated employees having filing requirements, and repeal all prior enactments on the same subject.
3. That the City Council serving as Community Services District of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

4. That the City Council serving as the Housing Authority of the City of Moreno Valley adopt a Resolution, adopting an amended Conflict of Interest Code by reference to the fair political practices commission's standard model conflict of interest code, and repealing all prior enactments on the same subject.

SUMMARY/DISCUSSION

Government Code Section 87306.05 requires that the City review its Conflict of Interest Codes every even numbered year and determine whether the Codes need to be revised or amended. The Conflict of Interest Code for the City, the Successor Agency, Community Services District, and the Housing Authority require amendments to reflect changes in employee titles in various City departments. Adoption of the attached resolutions will approve the proposed amendments to the Conflict of Interest Codes for the aforementioned agencies and will ensure compliance with State law provisions.

The proposed revisions to the designated positions are as follows:

1. City of Moreno Valley Conflict of Interest Code:

City Attorney's Office:

City Attorney
Assistant City Attorney
Deputy City Attorney I

City Clerk's Office:

City Clerk
Executive Assistant to Mayor and City Council
Management Assistant (Addition)
Senior Deputy City Clerk

City Manager's Office:

City Manager
Assistant City Manager
Deputy City Manager (Addition)
Public Information Intergovernmental Relations Officer

Media Division

Media Division Manager

Technology Services Division

Strategic Initiatives Manager

Human Resources:

Human Resources Division Manager (Name Change)

Senior Human Resources Analyst
Human Resources Analyst
Management Analyst

Community Development Department:

Community Development Director
Management Analyst

Animal Services Division:

Animal Services Division Manager

Building & Safety Division

Building Official (Addition)

Building Inspector II
Building & Safety Supervisor

Code & Neighborhood Services Division

Code & Neighborhood Services Division Manager
Senior Code Compliance Officer
Code Compliance Officer II
Code Compliance Officer I (Addition)
Senior Community Enhancement Officer (Addition)
Community Enhancement Officer II (Addition)
Community Enhancement Officer I (Addition)
Senior Parking Control Officer
Parking Control Officer

Planning Division

Senior Planner
Associate Planner
Management Analyst
Planning Official (Name Change)

Economic Development Department:

Economic Development Director
Economic Development Manager
Project Manager
Management Analyst

Management Assistant

Financial & Management Services Department:

Chief Financial Officer/City Treasurer

Deputy Finance Director (Addition)

Financial Operations Division Manager

Treasury Operations Division Manager

Financial Resources Division Manager

Public Safety Contracts Administrator

Management Analyst

Management Assistant

Principal Accountant (Addition)

1

Purchasing & Sustainability Division (Name Change)

Purchasing & Sustainability Division Manager (Name Change)

Management Analyst (Addition)

Electric Utility

Electric Utility Division Manager

Electric Utility Program Coordinator

Chief Electrical Engineer (Addition)

Senior Engineer, P.E. (Name Change)

Financial Analyst

Management Analyst

Construction Inspector

Facilities Maintenance

Fleet & Facilities Maintenance Supervisor (Name Change)

Management Analyst (Addition)

Fire Department:

Fire Chief (Delete)

Fire Marshal (Delete)

Emergency Management Program Manager (Name Change)

Parks & Community Services Department:

Parks & Community Services Director

Parks & Community Services Deputy Director

Parks Projects Coordinator

Parks Maintenance Supervisor

Community Services Supervisor

Community Services Coordinator
Community Services Superintendent (Addition)
 Management Analyst
 Senior Management Analyst
Management Assistant (Addition)
 Banquet Facility Representative

Public Works Department:

Public Works Director/City Engineer
 Capital Projects Division Manager
 Senior Engineer, P.E.
 Transportation Division Manager/City Traffic Engineer
 Associate Engineer
 Senior Engineering Technician
 Engineering Technician II
Senior Construction Inspector (Addition)
 Construction Inspector
 Maintenance & Operations Division Manager
 Street Maintenance Supervisor
 Senior Management Analyst
 Management Analyst
 Management Assistant

Land Development Division

Engineering Division Manager/Assistant City Engineer
 Senior Engineer, P.E.
 Associate Engineer
Construction Inspector Supervisor (Addition)
Senior Construction Inspector (Addition)
 Construction Inspector
 Contract Construction Inspector
 Management Analyst

Special Districts Division

Special Districts Division Manager
 Senior Management Analyst
 Management Analyst
Management Assistant (Addition)

Landscape Services (Addition)

Landscape Services Supervisor

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City)

2. SUCCESSOR AGENCY CONFLICT OF INTEREST CODE:

Members of the City Council
 City Manager
 Assistant City Manager
Deputy City Manager (Addition)
 City Attorney
 Chief Financial Officer/City Treasurer
Deputy Finance Director (Addition)
 Assistant City Attorney
 Deputy City Attorney I
 City Clerk
 Community Development Director
 Building Official

Consultant:

(Person or entity under contract to the City as Successor Agency who provides information, advice, recommendations or counsel to the Agency or who is subject to control or direction of the Agency)

3. COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE:

Members of the City Council, ex officio, as Directors of the CSD
 General Manager
 General Assistant Manager
General Deputy Manager (Addition)
 District Legal Counsel
 Chief Financial Officer/City Treasurer
Deputy Finance Director (Addition)
 Assistant District Legal Counsel
 Deputy District Legal Counsel I
 City Clerk
 Public Works Director/City Engineer
 Capital Projects Division Manager
 Engineering Division Manager

Assistant City Engineer
 Parks and Community Services Director
 Parks and Community Services Deputy Director
 Special Districts Division Manager
 Landscape Services Supervisor
 Management Analyst (Special Districts)
 Senior Management Analyst (Special Districts)
Management Assistant (Addition)
Human Resources Division Manager (Name Change)

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)

4. HOUSING AUTHORITY CONFLICT OF INTEREST CODE:

Members of the City Council, ex officio, as Directors of the HA
 Executive Director
 Assistant Executive Director
Deputy Executive Director (Addition)
 Chief Financial Officer/City Treasurer
Deputy Finance Director (Addition)
 Housing Authority Legal Counsel
 Assistant Housing Authority Legal Counsel
Deputy Housing Authority Legal Counsel I (Addition)
 Housing Authority Secretary
 Community Development Director
 Economic Development Director
Human Resources Division Manager (Name Change)

Consultant:

(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority) .

ALTERNATIVES

There are no alternatives. This review is mandated by the California Government Code.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares, CMC
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. CC Conflict of Interest Code Reso 2020-XX
- 2. SA Conflict of Interest Code Reso SA 2020-XX
- 3. CSD Conflict of Interest Code Reso CSD 2020-XX
- 4. HA Conflict of Interest Code Reso HA 2020-XX

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/21/20 9:34 AM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:12 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:16 AM

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

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

1. All prior enactments of the City Council of the City of Moreno Valley in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.
2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Moreno Valley.
3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to

Attachment: CC Conflict of Interest Code Reso 2020-XX [Revision 1] (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

carry out the duties of Filing Officer, who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.

4. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a Statement of Economic Interests.

5. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

6. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 1st day of September, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

(SEAL)

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

2
Resolution No. 2020-XX
Date Adopted: September 1, 2020

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, CMC, 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 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

Human Resources:

Human Resources Division Manager	1
Senior Human Resources Analyst	1
Human Resources Analyst	1
Management Analyst	1

Community Development Department:

Community Development Director	1
Management Analyst	1

Animal Services Division:

Animal Services Division Manager	1
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Building & Safety Division:

Building Official	1
Building & Safety Supervisor	1
Building Inspector II	1

Code & Neighborhood Services Division:

Code & Neighborhood Services Division Manager	1
Senior Code Compliance Officer	1
Code Compliance Officer II	1
Code Compliance Officer I	1
Senior Community Enhancement Officer	1
Community Enhancement II	1
Community Enhancement Officer I	1
Senior Parking Control Officer	1
Parking Control Officer	1

Planning Division

Planning Official	1
Senior Planner	1
Associate Planner	1
Management Analyst	1

Economic Development Department:

Economic Development Director	1
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Attachment: CC Conflict of Interest Code Reso 2020-XX [Revision 1] (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

Economic Development Manager	1
Project Manager	1
Management Analyst	1
<u>DESIGNATED OFFICERS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>

Management Assistant	1
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Financial & Management Services Department:

Chief Financial Officer/City Treasurer	2
Deputy Finance Director	1
Financial Operations Division Manager	1
Treasury Operations Division Manager	1
Financial Resources Division Manager	1
Public Safety Contracts Administrator	1
Management Analyst	1
Management Assistant	1
Principal Accountant	1

Purchasing & Sustainability Division

Purchasing & Sustainability Division Manager	1
Management Analyst	1

Electric Utility

Electric Utility Division Manager	1
Electric Utility Program Coordinator	1
Chief Electric Engineer	1
Senior Engineer, P.E.	1
Financial Analyst	1
Management Analyst	1
Construction Inspector	1

Facilities Maintenance

Fleet & Facilities Maintenance Supervisor	1
Management Analyst	1

Fire Department:

Emergency Management Program Manager	1
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Parks & Community Services Department:

Parks & Community Services Director	1
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Parks & Community Services Deputy Director	1
Parks Project Coordinator	1
Parks Maintenance Supervisor	1
Community Services Supervisor	1
Community Services Coordinator	1
Community Services Superintendent	1
Management Analyst	1
Senior Management Analyst	1
Management Assistant	1
Banquet Facility Representative	1

Public Works Department:

Public Works Director/City Engineer	1
Capital Projects Division Manager	1
Senior Engineer, P.E.	1
Transportation Division Manager/City Traffic Engineer	1
Associate Engineer	1
Senior Engineering Technician	1
Engineering Technician II	1
Senior Construction Inspector	1
Construction Inspector	1
Maintenance & Operations Division Manager	1
Street Maintenance Supervisor	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1

Land Development Division

Engineering Division Manager/Assistant City Engineer	1
Senior Engineer, P.E.	1
Associate Engineer	1
Construction Inspector Supervisor	1
Senior Construction Inspector	1
Construction Inspector	1
Contract Construction Inspector	1
Management Analyst	1

Special Districts Division

Special Districts Division Manager	1
Senior Management Analyst	1
Management Analyst	1
Management Assistant	1

Landscape Services

Landscape Services Supervisor 1

Consultant:

(Person or entity under contract to the City who provides information, advice, recommendations or counsel to the City or who is subject to control or direction of the City) 1

Attachment: CC Conflict of Interest Code Reso 2020-XX [Revision 1] (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

RESOLUTION NO. SA 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, On January 10, 2012, following the dissolution of the Community Redevelopment Agency, the City Council elected to have the City of Moreno Valley serve as the Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley pursuant to Health & Safety Code Section 34173(d)(1). The Agency is responsible for winding down the affairs of the Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of Moreno Valley, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE CITY COUNCIL AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by

reference and constitute the Conflict of Interest Code for all designated employees of

1

Resolution No. SA 2020-XX
Date Adopted: October 1, 2020

the Agency.

2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.

5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 1st day of September, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, Secretary

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

2
Resolution No. SA 2020-XX
Date Adopted: September 1, 2020

Attachment: SA Conflict of Interest Code Reso SA 2020-XX (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, MMC, Secretary of the City Council as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that Resolution No. SA 2020-XX was duly and regularly adopted by the City Council serving as the Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(City Council Members, Mayor and Mayor Pro Tem)

PAT JACQUEZ-NARES, SECRETARY

(SEAL)

Resolution No. SA 2020-XX³
Date Adopted: September 1, 2020

Attachment: SA Conflict of Interest Code Reso SA 2020-XX (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX A

CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO VALLEY

DESIGNATED OFFICERS AND EMPLOYEES DISCLOSURE CATEGORY

CITY AS SUCCESSOR AGENCY:

Members of the City Council	2
City Manager	2
Deputy City Manager	1
City Attorney	2
Assistant City Manager	1
Assistant City Attorney	1
Deputy City Attorney I	1
Chief Financial Officer/City Treasurer	2
Deputy Finance Director	1
City Clerk	1
Community Development Director	1
Building Official	1

Consultant:

(Person or entity under contract to the City as Successor Agency who provides information, advice,

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Resolution No. SA 2020-XX
Date Adopted: September 1, 2020

Attachment: SA Conflict of Interest Code Reso SA 2020-XX (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

recommendations or counsel to the Agency or
who is subject to control or direction of the Agency)

1

Attachment: SA Conflict of Interest Code Reso SA 2020-XX (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

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Resolution No. SA 2020-XX
Date Adopted: September 1, 2020

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

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Resolution No. SA 2020-XX
Date Adopted: September 1, 2020

RESOLUTION NO. CSD 2020-XX

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board"), has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. All prior enactments of the City Council acting in their respective capacity as President and Members of the Board of Directors of the District ("Board") in respect to adoption of a Conflict of Interest Code are hereby repealed, effective on the operative date of this Resolution.
2. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the District.
3. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission, and pursuant to §4(C) of the Model Conflict of

Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interests (described on Appendix 8 attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interests with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction (Gov. Code §81008). The City Clerk shall retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interests filed by members of the City Council, the City Manager, the City Attorney, the City Treasurer, and members of the Planning Commission.

1. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.
2. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.
3. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 1st day of September, 2020.

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley,
 Acting in the capacity of President of the
 Moreno Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

Pat Jacquez-Nares
 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

Steven B. Quintanilla
 Interim City Attorney, acting in the
 capacity of General Counsel of the
 Moreno Valley Community Services
 District

2
 Resolution No. CSD 2020-xx
 Date Adopted: September 1, 2020

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution CSD No. 2020-xx was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

PAT JACQUEZ-NARES, SECRETARY

(Seal)

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

Members of the City Council ex officio as Director of the District	2
General Manager	2
District Legal Counsel	2
Chief Financial Officer/City Treasurer	2
Deputy Finance Director	1
City Clerk	1
General Assistant Manager	1
General Deputy Manager	1
Public Works Director/City Engineer	1
Human Resources Division Manager	1
Assistant District Legal Counsel	1
Deputy District Legal Counsel	1
Capital Projects Division Manager	1
Engineering Division Manager	1
Assistant City Engineer	1
Parks and Community Services Director	1
Parks and Community Services Deputy Director	1
Landscape Services Supervisor	1
Special Districts Division Manager	1
Management Assistant (Special Districts)	1
Management Analyst (Special Districts)	1
Senior Management Analyst (Special Districts)	1

Consultant:

(Person or entity under contract to the Community Services District who provides information, advice, recommendations or counsel to the District or who is subject to control or direction of the District)	1
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APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.

RESOLUTION NO. HA 2020-XX

A RESOLUTION OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE BY REFERENCE TO THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL CONFLICT OF INTEREST CODE, AND REPEALING ALL PRIOR ENACTMENTS ON THE SAME SUBJECT

WHEREAS, the Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation 2 California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act; and

WHEREAS, The Moreno Valley Housing Authority was created by the City Council on March 28, 2011 to carry out responsibilities as delineated under the Housing Authority Law. The members of the City Council are the Commissioners for the Housing Authority; and

WHEREAS, the Housing Authority acting in their respective capacity as Chairman and Commissioners of the Housing Authority, has previously duly approved and adopted a Conflict of Interest Code by reference to the standard model Conflict of Interest Code; and

WHEREAS, said previously adopted Code should now be amended in respect to the designation of employees who are subject to the Code;

NOW, THEREFORE, THE COMMISSIONERS OF THE MORENO VALLEY HOUSING AUTHORITY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which members and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for all designated employees of the Authority.

- 2. Members of the City Council, the City Manager, the City Attorney, the City Treasurer, members of the Planning Commission and, pursuant to §4(C) of the Model Conflict of Interest Code, other designated employees (listed on Appendix A attached hereto and incorporated herein by this reference), having a disclosure category which requires the filing of a Statement of Economic Interest (described on Appendix B attached hereto and incorporated herein by this reference), shall file their Statement of Economic Interest with the City Clerk, to whom the City Council hereby delegates the authority to carry out the duties of Filing Officer who will make the statements available for public inspection and reproduction. (Gov. Code §81008) The City Clerk will retain statements for all designated employees. The City Clerk shall forward to the Fair Political Practices Commission a copy of each Statement of Economic Interest filed by a member of the City Council, by the City Manager, by the City Attorney, by the City Treasurer, or by a member of the Planning Commission.
- 3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.
- 4. Adoption of this Resolution shall not invalidate any action taken or proceedings undertaken pursuant to any prior enactments on the same subject.
- 5. This Resolution shall be operative as of the date of adoption.

APPROVED AND ADOPTED this 1st day of September, 2020.

Yxstian A. Gutierrez, Mayor
of the City of Moreno Valley,
acting in the capacity of Chairman of the
Housing Authority

ATTEST:

APPROVED AS TO FORM:

Pat Jacquez-Nares, City Clerk, acting
in the capacity of Secretary of the
Housing Authority

Steven B. Quintanilla, Interim City
Attorney, acting in the capacity of the
General Council of the Housing
Authority

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Community Services District of the City of Moreno Valley, California, do hereby certify that Resolution HA No. 2020-xx was duly and regularly adopted by the Board of Directors of the Community Services District of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

PAT JACQUEZ-NARES, SECRETARY

(Seal)

APPENDIX A

DESIGNATED OFFICERS AND EMPLOYEES

DISCLOSURE CATEGORY

Members of the City Council ex officio as Director of the District	2
Executive Director	2
Chief Financial Officer/City Treasurer	2
Deputy Finance Director	1
Housing Authority Legal Counsel	2
Housing Authority Secretary	1
Assistant Executive Director	1
Deputy Executive Director	1
Assistant Housing Authority Legal Counsel	1
Deputy Housing Authority Legal Counsel I	1
Community Development Director	1
Economic Development Director	1
Human Resources Division Manager	1

Consultant:

(Person or entity under contract to the Housing Authority who provides information, advice, recommendations or counsel to the Authority or who is subject to control or direction of the Authority)	1
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Attachment: HA Conflict of Interest Code Reso HA 2020-XX (4140 : BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE)

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions:

Designated officers and employees, including board and commission members, who are required to disclose financial interests pursuant to conflict of interest codes approved by the City Council, need not disclose any financial interest to which all of the following conditions attach at the time of filing a required financial disclosure statement and which were true during all of any period of time covered by such statement:

- (a) The interest is in the form of ownership of a security, which is registered with the Securities and Exchange Commission of the United States Government.
- (b) The interest constitutes one-half (1/2) of one percent (1%) or less of the total ownership interest in the business entity represented by the security.
- (c) There is no executory contract with a value greater than one thousand dollars (\$1,000) and which is within the purview of designated employee's board, commission, department or office, between the City and the business entity represented by the security.
- (d) The headquarters and the principal place of doing business of the business entity represented by the security are outside of the jurisdiction of the City.

Disclosure Categories:

1. Must report financial interests in all categories of the Statement of Economic Interest subject to the limitations listed above.
2. Persons in this category are already required to disclose and report investments, income, and interests in real property under §87200 and following of the Government Code or pursuant to requirements of another conflict of interest code requiring the same or more extensive reportable interests. Therefore, no other or additional disclosure requirements are imposed by this Code and such persons are included herein only for disqualification purposes.
3. All employees not specifically designated as category 1 or 2 are hereby deemed to be exempt from the requirement to file a statement of economic interest.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PAYMENT REGISTER - MAY 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 and 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. May 2020 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/11/20 12:59 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:26 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:14 AM



**City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020**

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	27877	05/11/2020	MVUS200501	CONSULTING SVCS-MV UTILITY	\$57,400.00
Remit to: COLUMBIA, SC					FYTD: \$128,500.00
ALFARO COMMUNICATIONS CONSTRUCTION, INC.	27794	05/04/2020	4	ALESSANDRO BLVD/GRANT ST TRAFFIC SIGNAL & STREET IMPROVEMENT CONSTRUCTION	\$47,047.29
Remit to: COMPTON, CA					FYTD: \$545,307.38
CALIFORNIA WATERSHED ENGINEERING CORP.	27990	05/26/2020	20112	PLAN CHECK SVCS-PWQMP-(AUG 19-APRIL 20)	\$25,034.25
Remit to: FULLERTON, CA					FYTD: \$36,683.91
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	27935	05/18/2020	60260	RESOURCE ADEQUACY-APRIL 2020/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$421,600.00
CHARLES ABBOTT ASSOCIATES, INC	27991	05/26/2020	61012	PLAN CHECK SVCS-ENCROACHMENT PERMITS	\$42,868.25
		05/26/2020	61013	PLAN CHECK CONSULTING SVCS-HF CORPORATE PARK PHASE 2	
		05/26/2020	60978	CONSULTING SVCS-NPDES/SWMP-MARCH 2020	
		05/26/2020	60977	PLAN CHECK CONSULTING SVCS-BOULDER RIDGE-PEN18-0109	
		05/26/2020	60976	PLAN CHECK CONSULTING SVCS-HF CORPORATE PARK PHASE 2	
05/26/2020	60975	PLAN CHECK CONSULTING SVCS-HF CORPORATE PARK PHASE 2			
Remit to: MISSION VIEJO, CA					FYTD: \$319,420.25
COUNTY OF RIVERSIDE FIRE DEPT	27938	05/18/2020	233594	FIRE SERVICES CONTRACT-3RD QTR (FPARC-MV, 233594,19/20,Q3)	\$4,621,130.61
Remit to: PERRIS, CA					FYTD: \$18,780,498.69

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

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>
COUNTY OF RIVERSIDE SHERIFF	27993	05/26/2020	SH0000037389	CDBG POP OVERTIME-MVPD	\$51,306.81
		05/26/2020	SH0000037387	CDBG POP OVERTIME-MVPD	
		05/26/2020	SH0000037388	CDBG POP OVERTIME-MVPD	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$33,176,892.54
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	239412	05/18/2020	APR-2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$48,573.38
		05/18/2020	MAR-2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$445,910.71
CSG CONSULTANTS, INC.	27809	05/04/2020	B200076	PLAN CHECK SVCS-JAN 2020	\$43,107.00
		05/04/2020	B191617-REV.1	PLAN CHECK SVCS-DEC 2019	
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$160,497.87
EASTERN MUNICIPAL WATER DISTRICT	239467	05/26/2020	MAY-20 5/26/20	WATER CHARGES	\$63,689.02
		05/26/2020	APR-20 5/26/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,769,761.87

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	27819	05/04/2020	C19-22	VEHICLE HIT CAPACITOR-IRIS AVE. AND INDIAN ST.	\$32,743.65
	27889	05/04/2020	0402-MF-02381	SOLAR SYSTEM INSPECTION	\$263,429.57
		05/11/2020	MVU-2020-43955	DISTRIBUTION CHARGES 3/24/20-4/23/20	
		05/11/2020	0402-MF-02386	SOLAR SYSTEM INSPECTION	
		05/11/2020	0402-MF-02385	SOLAR SYSTEM INSPECTION	
		05/11/2020	0402-MF-02384	SOLAR SYSTEM INSPECTION	
		05/11/2020	0402-MF-02383	SOLAR SYSTEM INSPECTION	

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	27940	05/18/2020	40-445-06	WA#40-445-DISTRIBUTION SYSTEM PLANNING UPDATE	\$60,172.59
		05/18/2020	40-443A-07	WA#40-443A-KIA DEALERSHIP	
		05/18/2020	40-436B-05	WA#40-436B-BOULDER RIDGE SLS PHASE 2 AND PHASE 3	
		05/18/2020	40-434B-03	WA#40-434B-CENTERPOINTE COMMERCE CENTER	
		05/18/2020	40-451A-01	WA#40-451A-EUCALYPTUS AVE LINE EXTENSION	
		05/18/2020	40-401B-06	WA#40-401B-DAY STREET LINE EXTENSION	
		05/18/2020	40-423-04	WA#40-423-AMAZON SOLAR 1.75 MW	
		05/18/2020	40-411-08	WA#40-411-FIELD VERIFICATION OF STREET LIGHTS ACQUIRED FROM SCE	
		05/18/2020	40-410B-01	WA#40-410B-VILLA ANNETTE APARTMENT HOMES	
		05/18/2020	40-410A-10	WA#40-410A-BELLA VISTA APARTMENT HOMES	
		05/18/2020	40-448A-02	WA#40-448A-DAVIS ST-6 SL'S	
		05/18/2020	40-405A-13	WA#40-405A-MORENO BEACH DR BRIDGE CROSSING	
		05/18/2020	MFT-2020-43957	METER FEES-TEMPORARY	
		05/18/2020	40-446A-04	WA#40-446A-ALERE PROPERTY GROUP	
		05/18/2020	40-449A-01	WA#40-449A-MERITAGE HOMES LEGACY PARK-221 HOMES	
		05/18/2020	40-501-2004	WA# 40-501 ACQUIRED SCE STREETLIGHTS MAINTENANCE	
		05/18/2020	40-431B-04	WA#40-431B-PHELAN DEVELOPMENT	
		05/18/2020	C20-08	LASSELLE ST-VEHICLE HIT STREETLIGHT	
		05/18/2020	0402-MF-02387	SOLAR SYSTEM INSPECTION	
		05/18/2020	MFP-2020-43957	METER FEES-REGULAR	
		05/18/2020	40-447A-03	WA#40-447A-MVU ANNEX BUILDING	

Remit to: ANAHEIM, CA

FYTD: \$5,003,000.48

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
 For Period 5/1/2020 through 5/31/2020

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>
EXELON GENERATION COMPANY, LLC	27890	05/11/2020	MVEU-00091A	ELECTRIC POWER PURCHASE - MV UTILITY -APR 2020	\$375,695.68
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$5,995,126.80
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.	239368	05/04/2020	1	MV AMPHITHEATER-PROGRESS PAYMENT #1	\$300,865.00
Remit to: ORANGE, CA					<u>FYTD:</u> \$300,865.00
HOT LINE CONSTRUCTION, INC	27894	05/11/2020	87585	DAY STREET LINE EXTENSION PROJECT-PAY APPLICATION #3	\$282,572.13
Remit to: IRVING, TX					<u>FYTD:</u> \$2,257,911.44
IBUILD SPECTRUM INC.	27947	05/18/2020	IBS-100-01	IRIS PLAZA LIBRARY PROJECT-PAY APPLICATION #1	\$161,856.25
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$161,856.25
INLAND KUBOTA, INC.	239419	05/18/2020	52468	2020 KUBOTA LOADER TRACTOR	\$72,164.70
Remit to: REDLANDS, CA					<u>FYTD:</u> \$72,164.70
LIBRARY SYSTEMS & SERVICES, LLC	27899	05/11/2020	INV2996	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-MAY 2020	\$157,897.90
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,736,876.90
MORENO VALLEY UTILITY	239380	05/11/2020	MAY-20 5/11/20	ELECTRICITY CHARGES	\$62,023.64
Remit to: HEMET, CA					<u>FYTD:</u> \$936,842.32
NEXTERA ENERGY	239472	05/26/2020	566465	RENEWABLE ENERGY-MV UTILITY-APR 2020	\$59,002.89
Remit to: JUNO BEACH, FL					<u>FYTD:</u> \$375,632.01

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
PARSONS TRANSPORTATION GROUP, INC.	27960	05/18/2020	2005A115	STATE ROUTE 60 NASON ST OVERCROSSING BRIDGE (802 0003)	\$295,655.16
		05/18/2020	2005A080	STATE ROUTE 60 MORENO BEACH PHASE 2 INTERCHANGE (801 0021)	
		05/18/2020	2002C363	STATE ROUTE 60 MORENO BEACH PHASE 2 INTERCHANGE (801 0021)	
		05/18/2020	2004A060	STATE ROUTE 60 MORENO BEACH PHASE 2 INTERCHANGE (801 0021)	
Remit to: IRVINE, CA					FYTD: \$1,292,932.05
RE ASTORIA 2 LLC	27962	05/18/2020	00044	RENEWABLE ENERGY-MV UTILITY-APR. 2020	\$33,034.11
Remit to: SAN FRANCISCO, CA					FYTD: \$403,113.91
SOFTWARE ONE, INC / FORMERLY COMPUCOM	27909	05/11/2020	US-PSI-916298	MICROSOFT 3RD ANNUAL ENTERPRISE AGREEMENT PMT. & TRUE-UP CHARGES	\$33,019.93
Remit to: WAUKESHA, WI					FYTD: \$34,614.33
SOUTHERN CALIFORNIA EDISON	239382	05/11/2020	721-3449/APR-20	IFA CHARGES-SUBSTATION	\$26,220.29
		05/11/2020	APR-20 5/11/20	ELECTRICITY CHARGES	
		05/11/2020	026-1608/APR-20	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
	239427	05/18/2020	717-8456/APR-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	\$79,242.36
		05/18/2020	729-6522/APR-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
		05/18/2020	APR-20 5/18/20	ELECTRICITY CHARGES	
		05/18/2020	717-8027/APR-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
		05/18/2020	707-6081/APR-20	ELECTRICITY CHARGES	
		05/18/2020	587-9520/APR-20	ELECTRICITY-FERC CHARGES/MVU	
		05/18/2020	717-7516/APR-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
Remit to: ROSEMEAD, CA					FYTD: \$2,217,387.79

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

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>
TENASKA ENERGY, INC	27913	05/11/2020	MOREN00202004210	ELECTRICITY POWER PURCHASE-MV UTILITY	\$408,217.35
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$5,938,821.70
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	27859	05/04/2020	202005	MAY 2020 RETIREE MEDICAL BENEFIT BILLING	\$43,980.32
Remit to: TEMECULA, CA					<u>FYTD:</u> \$523,446.53
THINK TOGETHER, INC	27917	05/11/2020	111-19/2010	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #10	\$596,579.24
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$6,096,173.80
U.S. BANK/CALCARDS	27864	05/04/2020	04-27-20	APR. 2020 CALCARD ACTIVITY	\$350,404.65
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$2,962,916.99
WELLS FARGO CORPORATE TRUST	27981	05/18/2020	W200501	2013 TRIP COPS DEBT SERVICE	\$1,030,892.59
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$9,849,174.40
WILLDAN ENGINEERING	27872	05/04/2020	002-22233	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- JAN20	\$87,930.38
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$524,129.94
WRCRCA	239437	05/18/2020	APR-2020 MSHCP	MSHCP FEES COLLECTED FOR APR. 2020-COMMERCIAL/INDUSTRIAL	\$47,687.72
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,012,271.74
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$9,966,844.7

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



**City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020**

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>
AAC UTILITY PARTNERS, LLC	27983	05/26/2020	MVUS200518	CONSULTING SVCS-MV UTILITIES	\$18,700.00
Remit to: COLUMBIA, SC					FYTD: \$128,500.00
AARVIG AND ASSOCIATES, APC	239369	05/11/2020	35152	LEGAL SERVICES-CLAIM MV1910 (V. GADBERRY)	\$2,812.87
		05/11/2020	35150	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	
Remit to: REDLANDS, CA					FYTD: \$27,564.51
ABIB, MICHELLE	239349	05/04/2020	2001775.047	RENTAL REFUND BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
ABILITY COUNTS, INC	27984	05/26/2020	ACI115580	LANDSCAPE MAINT-CFD #1-APRIL 2020	\$2,065.00
Remit to: CORONA, CA					FYTD: \$20,650.00
ACHTERBERG, RONNIE J	239438	05/18/2020	MV2130716029	REFUND-ADMIN CITATION-OVER PAYMENT	\$180.00
Remit to: MORENO VALLEY, CA					FYTD: \$180.00
ADLERHORST INTERNATIONAL LLC	27929	05/18/2020	104703	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) APR 2020	\$525.00
Remit to: RIVERSIDE, CA					FYTD: \$11,204.49
ADVANCED ELECTRIC INC.	27878	05/11/2020	12684	ELECTRICAL WORK-ANNEX 1	\$1,786.00
		05/11/2020	12689	ELECTRICAL WORK-FIRE STATION 2 ELECTRICAL	
		05/11/2020	12653	REPAIRS-EMERGENCY OPERATION CENTER	
Remit to: MORENO VALLEY, CA					FYTD: \$12,034.92
ADVANTAGE GRAPHICS AND PROMOTIONS	27879	05/11/2020	14072	ADMINISTRATIVE CITATIONS-CODE	\$2,468.47
	27930	05/18/2020	14043	NOTICE OF PARKING VIOLATIONS-PD	\$1,667.81
Remit to: DANA POINT, CA					FYTD: \$8,006.63

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



**City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020**

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>
AEI-CASC ENGINEERING	27931	05/18/2020	0042036	PLAN CHECK SVCS-PWQMP	\$2,743.75
	27985	05/26/2020	0042101	PLAN CHECK SVCS-PWQMP	\$2,008.75
Remit to: COLTON, CA					FYTD: \$34,588.00
AIR EXCHANGE INC	27932	05/18/2020	91602151	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$245.58
Remit to: FAIRFIELD, CA					FYTD: \$18,591.31
ALDI, INC.	239386	05/11/2020	MVU 7014047-01	COMMERCIAL PERFORMANCE BASED INCENTIVE REBATE	\$19,618.02
Remit to: MORENO VALLEY, CA					FYTD: \$165,414.54
ALEX ORELLANA	27793	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ALL AMERICAN ASPHALT, INC.	27876	05/05/2020	W200502	RETENTION PAYABLE DEP-ESCOW DEP NO. 2609	\$11,315.09
Remit to: CORONA, CA					FYTD: \$3,877,601.28
ALLIED STORAGE CONTAINERS	239370	05/11/2020	R20053037	20' STORAGE BIN RENTAL 5/1-5/31/20	\$70.04
Remit to: COLTON, CA					FYTD: \$770.44
ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC	27933	05/18/2020	21810-10	MVU ENGINEERING SVCS & SUPPORT-ENERGY EFFICIENT AUDIT	\$7,450.00
Remit to: CARLSBAD, CA					FYTD: \$49,360.82
AMERICAN FORENSIC NURSES	27880	05/11/2020	73341	PHLEBOTOMY SVCS	\$275.00
	27986	05/26/2020	73377	PHLEBOTOMY SVCS	\$720.00
Remit to: LA QUINTA, CA					FYTD: \$23,450.00
ANDERSON, JEFFREY	239387	05/11/2020	R20-147647	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00

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**City of Moreno Valley
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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>
ANGEL BOBBITT	27795	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$2,000.00
ANGELA B. WILLIAMS	27796	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
ANTHONY ALFARO	27797	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
APX INC.	27798	05/04/2020	13384BR	RENEWABLE ENERGY CHARGES	\$809.95
Remit to: SAN JOSE, CA					<u>FYTD:</u> \$809.95
ARC DOCUMENT SOLUTIONS, LLC	27881	05/11/2020	10623226	PRINTING SERVICES-CONF & REC. CTR.	\$1,670.30
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$1,670.30
ARCHITERRA DESIGN GROUP	27799	05/04/2020	26991	CONCEPTUAL DESIGN OF AMPHITHEATER 2/25-3/24/20	\$7,380.00
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$284,393.67
ARZATE, SARAH	239478	05/26/2020	2001795.047	SENIOR CTR. RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
AT&T MOBILITY	239461	05/26/2020	346888	CELL PHONE LOCATION/TRACKING	\$125.00
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$125.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	239371	05/11/2020	0031021	SLIDING GLASS DOOR REPAIR-PUBLIC SAFETY BLDG	\$378.15
Remit to: CHINO, CA					<u>FYTD:</u> \$36,295.51

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AVANT GARDE	27987	05/26/2020	6140	HOME HABITAT FOR HUMANITY-APRIL 2020	\$1,041.25
		05/26/2020	6139	HOME PROGRAM MANAGEMENT-APRIL 2020	
Remit to: POMONA, CA					<u>FYTD:</u> \$15,960.00
BAKER , CASSANDRA	239350	05/04/2020	2001776.047	RENTAL REFUND BALANCE	\$84.50
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$84.50
BAKER, JOSEPH	239460	05/18/2020	REIMB.- 2/21/20	REIMBURSE FOOD PURCHASED FOR BLACK HISTORY CELEBRATION	\$277.29
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$277.29
BAKER, STEWART	239351	05/04/2020	R20-144996	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LA MESA, CA					<u>FYTD:</u> \$75.00
BALTAZAR, MORA	239439	05/18/2020	MVP85620	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$57.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$57.50
BANC OF AMERICA PUBLIC CAPITAL CORP	27875	05/05/2020	W200503	DEBT SVC-2011 PRIV PLACEMENT REF OF 97 LRB-MAY 2020 PRIN & INT	\$18,984.60
Remit to: ATLANTA, GA					<u>FYTD:</u> \$925,791.81
BARRIENTOS, YESICA	239479	05/26/2020	2001584.047	REFUND - FLAG FOOTBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00
BASSO, DANIELLE	239352	05/04/2020	2001735.047	REFUND TOWNGATE RENTAL-COVID-19	\$873.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$873.10

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BENNETT, ROBERT EDWARD	239440	05/18/2020	MVA010009469	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
	239441	05/18/2020	MVA010009640	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
	239442	05/18/2020	MVA010010970	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
	239443	05/18/2020	MVA010011173	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
	239444	05/18/2020	MVA010011344	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
	239445	05/18/2020	MVA050008222	REFUND-ADMIN CITATION-OVER PAYMENT	\$172.50
Remit to: MORENO VALLEY, CA					FYTD: \$1,035.00
BERRY, ANGELIA	239480	05/26/2020	2001796.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
BIRD, JAMIE	27800	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
BLUECOSMO	27988	05/26/2020	BU01217975	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					FYTD: \$4,954.00
BMW MOTORCYCLES OF RIVERSIDE	27989	05/26/2020	6024373	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,861.21
		05/26/2020	6024451	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		05/26/2020	6024453	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
		05/26/2020	6024216	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$264,078.81
BONNIE L. GALLOWAY	27801	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
BOSCO LEGAL SERVICE, INC.	27802	05/04/2020	STMT128950	LEGAL COURIER SVCS 3/6-3/30/20	\$1,959.55
Remit to: RIVERSIDE, CA					FYTD: \$13,967.15

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BOX SPRINGS MUTUAL WATER COMPANY	239372	05/11/2020	195-5 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$344.00
		05/11/2020	331-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	721-1 4/29/20	WATER USAGE-TOWNGATE APRIL 2020	
		05/11/2020	80-4 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	45-4 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	36-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	204-9 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	189-13 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	1088-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	1087-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	1086-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	1084-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		05/11/2020	1085-1 4/29/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
Remit to: MORENO VALLEY, CA					FYTD: \$4,566.34
BRAUN BLAISING SMITH WYNNE, P.C.	239505	05/26/2020	18891	LEGAL SERVICES-MV UTILITY-APRIL 2020	\$3,342.01
Remit to: SACRAMENTO, CA					FYTD: \$12,883.99

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BRIGHTVIEW LANDSCAPE SERVICES, INC.	27882	05/11/2020	6785482	LANDSCAPE MAINT-ZONE D	\$413.25
	27934	05/18/2020	6750163	LANDSCAPE MAINT-ZONES D, M & S	\$21,090.87
		05/18/2020	6717013	LANDSCAPE MAINT-ZONES D, M & S	
		05/18/2020	6761297	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H, LM-02A & LM-01G	
Remit to: PASADENA, CA					<u>FYTD:</u> \$400,534.62
BUVAN, HAKEN	239446	05/18/2020	111956	REFUND ACCOUNT BALANCE-TRUST ACCOUNT	\$2,709.50
Remit to: IRVINE, CA					<u>FYTD:</u> \$2,709.50
CALIFORNIA WATERSHED ENGINEERING CORP.	27803	05/04/2020	19655REV3	PLAN CHECK SVCS-PWQMP-JULY 2019	\$2,321.00
Remit to: FULLERTON, CA					<u>FYTD:</u> \$36,683.91
CAMERON-DANIEL, P.C.	239407	05/11/2020	1136	LEGAL SERVICES-MV UTILITY	\$1,842.50
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$48,000.50
CARAHSOFT TECHNOLOGY CORPORATION	239408	05/18/2020	IN770398	LINKEDIN LEARNING LICENSE EMPLOYMENT RESOURCE CTR.	\$15,000.00
Remit to: RESTON, VA					<u>FYTD:</u> \$17,682.21
CARBALLO, LELIZ	239388	05/11/2020	2001787.047	REFUND - PICNIC SHELTER SHADOW MTN	\$86.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$86.60
CARLA GABRIELA GONZALEZ	27804	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00

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CARMAX AGENT	239447	05/18/2020	MVA040018598	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$57.50
Remit to: RICHMOND, VA					FYTD: \$213.50
CARRANZA, LEIDY	239481	05/26/2020	2001669.047	REFUND - TIME 4 TOTS CRC PM	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$169.00
CARRANZA, VERONICA	239389	05/11/2020	R20-145104	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: TORRANCE, CA					FYTD: \$95.00
CDW GOVERNMENT, INC.	239462	05/26/2020	XRQ6336	HD DESIGNJET SD PRO REPLACEMENT PLOTTER-SCANNER-GIS	\$19,534.43
		05/26/2020	XRC3385	HP DESIGN SD PRO REPLACEMENT PLOTTER-SCANNER-GIS	
Remit to: CHICAGO, IL					FYTD: \$19,534.43
CEDANO, PETRA	239448	05/18/2020	R20-147805	ANIMAL SERVICES REFUND-RETURN LICENSE PAYMENT, LIVES OUT OF AREA	\$54.00
Remit to: HOMELAND, CA					FYTD: \$54.00
CEMEX	239409	05/18/2020	9441812603	MIXED CONCRETE MATERIALS	\$568.56
	239463	05/26/2020	9441819921	MIXED CONCRETE MATERIALS	\$668.98
Remit to: PASADENA, CA					FYTD: \$16,766.52
CHANDLER ASSET MANAGEMENT, INC	27883	05/11/2020	2004MORENOVA	INVESTMENT MANAGEMENT SVCS-APR 2020	\$1,795.43
Remit to: SAN DIEGO, CA					FYTD: \$70,084.30
CHARLES ABBOTT ASSOCIATES, INC	27805	05/04/2020	60767	CONSULTING SVCS-NPDES/SWMP-FEB 2020	\$23,467.50
	27936	05/18/2020	60974	PLAN CHECK SVCS-ENCROACHMENT PERMITS	\$1,537.50
Remit to: MISSION VIEJO, CA					FYTD: \$319,420.25

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CHEYENNE BURTON	27806	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
CHRISTINA RUIZ	27807	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
CHUNG, EUNJUNG	239390	05/11/2020	2001788.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MARCH ARB, CA					<u>FYTD:</u> \$67.00
CINTAS FIRST AID & SAFETY	239373	05/11/2020	5016952344	FIRST AID KIT SUPPLIES-ANNEX	\$42.64
	239410	05/18/2020	9088410677	COVID-19 HAND SANITIZER	\$12,412.80
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$14,569.23
CIVIC SOLUTIONS, INC	27937	05/18/2020	033120	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$2,640.38
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$115,721.18
CLARISSA M RUIZ	27808	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
COLONIAL SUPPLEMENTAL INSURANCE	239464	05/26/2020	7133069-0601435	EMPLOYEE SUPPLEMENTAL INSURANCE	\$7,939.42
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$87,656.36
CONLEY, LISA	239353	05/04/2020	2001785.047	REFUND - PICNIC SHELTER CELEBRATION	\$263.30
Remit to: PERRIS, CA					<u>FYTD:</u> \$263.30
CORDERO, MARIAH	239449	05/18/2020	MVA020019139	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00

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CORODATA MEDIA STORAGE INC.	27992	05/26/2020	DS1292916	OFF-SITE MEDIA STORAGE-APRIL 2020	\$464.96
Remit to: LOS ANGELES, CA					FYTD: \$5,147.30
CORODATA RECORDS MANAGEMENT, INC.	27884	05/11/2020	RS4584622	RECORDS STORAGE-MARCH 2020	\$2,205.91
		05/11/2020	RS4592799	RECORDS STORAGE-APRIL 2020	
		05/11/2020	RS4576479	RECORDS STORAGE-FEB 2020	
Remit to: POWAY, CA					FYTD: \$2,205.91
COSTAR REALTY INFORMATION, INC	239374	05/11/2020	111278976-1	COMMERCIAL REAL ESTATE DATABASE SVC-MAY 2020	\$1,500.62
Remit to: BALTIMORE, MD					FYTD: \$16,506.82
COUNSELING TEAM, THE	239375	05/11/2020	76228	EMPLOYEE ASSISTANCE PROGRAM-APRIL 2020	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$21,910.00
COUNTY OF RIVERSIDE	27885	05/11/2020	IT0000003910	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	239411	05/18/2020	20-143142	RECORDATION-DOCUMENT	\$212.50
	239477	05/26/2020	PROJ NO 805 0055	FEE FOR NOTICE OF EXEMPTION	\$50.00
Remit to: RIVERSIDE, CA					FYTD: \$315,509.18
CRIME SCENE STERI-CLEAN, LLC	27939	05/18/2020	40754	BIO HAZARD REMOVAL SERVICE	\$200.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$10,750.00
CRUZ, KENIA	239482	05/26/2020	R20-145866	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES, 1 YR LIC DEPOSITS	\$110.00
Remit to: RIVERSIDE, CA					FYTD: \$110.00

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CUSHMAN & WAKEFIELD WESTERN, INC.	27886	05/11/2020	20-38003-900365	REAL ESTATE APPRAISAL	\$2,750.00
Remit to: IRVINE, CA					FYTD: \$18,900.00
D&D SERVICES DBA D&D DISPOSAL, INC.	239413	05/18/2020	73843	DECEASED ANIMAL REMOVAL-APRIL 2020	\$745.00
Remit to: VALENCIA, CA					FYTD: \$8,195.00
DAKENO, INC.	239506	05/26/2020	139C/O	DEMOLITION-12920 HEACOCK ST	\$8,400.00
		05/26/2020	139	DEMOLITION-12920 HEACOCK ST	
Remit to: RIVERSIDE, CA					FYTD: \$8,400.00
DALAYSIA JANELLE COLEMAN	27810	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
DANIET LENONE LYLES	27811	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
DATA TICKET, INC.	27812	05/04/2020	111511	ADMINISTRATIVE CITATION PROCESSING-PD-MARCH 2020	\$2,335.15
		05/04/2020	111508	ADMIN CITATION PROCESSING-ANIMAL SVCS-MAR 2020	
	27887	05/11/2020	112139	PARKING CITATION PROCESSING-CODE- MAR 2020	\$24,537.81
		05/11/2020	TKSK MAR20	PARKING CITATION TICKET STOCK-CODE- MAR 2020	
		05/11/2020	111510	ADMINISTRATIVE CITATIONS-CODE-MAR 2020	
		05/11/2020	112139HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-MAR 2020	
	27994	05/26/2020	112525	ADMINISTRATIVE CITATIONS-PD-APRIL 20	\$138.00
Remit to: IRVINE, CA					FYTD: \$248,164.94
DAVILA, JESUS	239483	05/26/2020	2001798.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20

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DELTA DENTAL OF CALIFORNIA	27995	05/26/2020	BE003927985	EMPLOYEE DENTAL INSURANCE-PPO	\$15,764.52
Remit to: SAN FRANCISCO, CA					FYTD: \$171,703.85
DEPARTMENT OF ENVIRONMENTAL HEALTH	239414	05/18/2020	JAN-MARCH 2020	VECTOR CONTROL SVCS-CODE	\$124.00
Remit to: RIVERSIDE, CA					FYTD: \$24,300.50
DEVIN PARRISH	27813	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
DIGITAL SCEPTER CORPORATION	239466	05/26/2020	12900	PALO ALTO FIREWALL & SUPPORT	\$19,986.09
Remit to: IRVINE, CA					FYTD: \$19,986.09
DIPIETRO, PEARL	239450	05/18/2020	R20-147337	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
	239484	05/26/2020	R20-147337	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					FYTD: \$95.00
DISH DBS CORPORATION	239415	05/18/2020	86557282/MAY20	SATELLITE TV-FIRE STATION 99-5/1-5/30/20	\$106.05
Remit to: PALATINE, IL					FYTD: \$1,192.65
DUECK, KARA	239485	05/26/2020	R20-147969	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: APTOS, CA					FYTD: \$20.00
E.R. BLOCK PLUMBING & HEATING, INC.	27888	05/11/2020	131562	BACKFLOW TEST-ZONES D, M, 02, S, 01, 01A, LM-01H, LM-01G & NPDE	\$1,025.00
	27996	05/26/2020	131427	BACKFLOW DEVICE TEST-CORPORATE YARD	\$100.00
Remit to: RIVERSIDE, CA					FYTD: \$26,799.67

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EASTERN MUNICIPAL WATER DISTRICT	239334	05/04/2020	APR-20 5/04/20	WATER CHARGES	\$6,310.71
		05/04/2020	MAR-20 5/04/20	WATER CHARGES	
	239416	05/18/2020	APR-20 5/18/20	WATER CHARGES	\$620.46
Remit to: LOS ANGELES, CA					FYTD: \$1,769,761.87
ELENO ZEPEDA JR	27814	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ELIAS MARIN	27815	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ELIGIO, HECTOR	27816	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ELIZABETH BUENROSTRO	27817	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: ANAHEIM, CA					FYTD: \$2,000.00
ELROD FENCE COMPANY	239335	05/04/2020	14955	FENCE REPAIR-DETENTION BASIN	\$6,198.00
Remit to: RIVERSIDE, CA					FYTD: \$6,198.00
EMERGENT BATTERY TECHNOLOGIES, INC.	27818	05/04/2020	36463	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,643.00
Remit to: ANAHEIM, CA					FYTD: \$20,900.65
EMPLOYMENT DEVELOPMENT DEPARTMENT	27982	05/14/2020	1ST QTR 2020	UNEMPLOYMENT INSURANCE CLAIMS 1/1/20 - 3/31/20	\$19,261.00
Remit to: SACRAMENTO, CA					FYTD: \$40,068.00

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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>
ENCO UTILITY SERVICES MORENO VALLEY LLC	27997	05/26/2020	0402-MF-02388	SOLAR SYSTEM INSPECTION	\$235.00
Remit to: ANAHEIM, CA					FYTD: \$5,003,000.48
ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	27998	05/26/2020	393161	TRAFFIC PAINT SUPPLIES	\$13,484.12
Remit to: CHARLOTTE, NC					FYTD: \$43,314.79
ESTEVEON ELIGIO	27820	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
EXCLUSIVE TOWING	239336	05/04/2020	19-06155	EVIDENCE VEHICLE TOWING	\$608.25
		05/04/2020	20-06818	EVIDENCE VEHICLE TOWING	
Remit to: RIVERSIDE, CA					FYTD: \$5,172.25
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	27941	05/18/2020	MAR-20 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	\$4,114.64
		05/18/2020	MAR-20 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$54,749.13
FENCEROY, JEANETTE	239486	05/26/2020	2001800.047	PICNIC SHELTER REFUND - CELEBRATION	\$211.30
Remit to: MORENO VALLEY, CA					FYTD: \$211.30
FIEDLER, KRISTINE	27821	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
FIELDMAN, ROLAPP & ASSOC.	239417	05/18/2020	25300	BOND TEAM RFP PREPARATION AND REVIEW-4/13/20	\$285.00
Remit to: IRVINE, CA					FYTD: \$3,540.00

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FIGUEROA, VACHE	239354	05/04/2020	R20-147354	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
FIRST AMERICAN DATA TREE, LLC	239376	05/11/2020	20027760420	ONLINE SOFTWARE SUBSCRIPTION-APRIL 2020	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$1,089.00
FIRST CHOICE SERVICES	27891	05/11/2020	668689	WATER PURIF UNIT RENTAL-SENIOR CENTER	\$527.85
		05/11/2020	668688	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		05/11/2020	668683	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		05/11/2020	668690	WATER PURIF UNIT RENTAL-TRANSPORTATION TRAILER	
		05/11/2020	668673	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		05/11/2020	668687	WATER PURIF UNIT RENTAL-LIBRARY	
		05/11/2020	668684	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		05/11/2020	668682	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		05/11/2020	668677	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		05/11/2020	668674	WATER PURIF UNIT RENTAL-ANNEX 1	
		05/11/2020	668675	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		05/11/2020	668686	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		05/11/2020	668685	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		05/11/2020	668676	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		05/11/2020	668680	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		05/11/2020	668678	WATER PURIF UNIT RENTAL-CITY YARD	
		05/11/2020	668679	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		05/11/2020	668681	WATER PURIF UNIT RENTAL-FIRE STATION 6	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$5,806.35
FISHBECK, JOHN	239451	05/18/2020	R20-147841	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$95.00

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FLEMING, ANGELA	239487	05/26/2020	R20-147753	ANIMAL SERVICES REFUND-REDUCE ANIMAL CONTROL FEES OWED	\$400.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$400.00
FLORES, VICTOR	239355	05/04/2020	R20-147634	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
	239488	05/26/2020	R20-147634	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: BELLFLOWER, CA					<u>FYTD:</u> \$190.00
FOWLER, ERICA	239356	05/04/2020	R20-145861	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$110.00
FRANCE PUBLICATIONS, INC.	27999	05/26/2020	4556-APR	ADVERTISEMENTS-MAY, JUNE & OCTOBER 2020	\$11,495.00
Remit to: ATLANTA, GA					<u>FYTD:</u> \$54,290.00
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	28000	05/26/2020	7002Z183-S-20126	BACKBONE COMMUNICATIONS SERVICE 5/5/20-6/4/20	\$3,573.21
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$37,670.30
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	239468	05/26/2020	081095-5/MAY20	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.60
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$5,012.56
FUEL PROS, INC	27942	05/18/2020	0000048517	FUEL TANK VAPOR RECOVERY TESTING & REPAIRS-FIRE STATION 65	\$1,371.50
Remit to: CHINO, CA					<u>FYTD:</u> \$19,009.58

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G/M BUSINESS INTERIORS, INC.	27943	05/18/2020	0258514-IN	OFFICE FURNITURE-CITY HALL	\$5,466.27
Remit to: RIVERSIDE, CA					FYTD: \$92,881.53
GARCIA, RUBY ANDIE NAVARRO	27822	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GASPAR, TANIA	239452	05/18/2020	R20-147473	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
GEOTEK, INC.	28001	05/26/2020	70532	CIVIC CTR PARK & AMPHITHEATER PROJECT INSPECTION	\$5,827.50
Remit to: CORONA, CA					FYTD: \$6,265.00
GEYSSELL PENATE-ESTRADA	27823	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	27944	05/18/2020	249311-001	LEGAL SERVICES-BOND SAFEGUARD (RANCHO VERDE PARK-EMPIRE LLC)	\$5,092.00
		05/18/2020	249311-002	LEGAL SVCS - REVIEW/UPDATE PUBLIC WORKS BID DOCUMENTS	
Remit to: LOS ANGELES, CA					FYTD: \$10,708.50

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
GONG ENTERPRISES, INC.	28002	05/26/2020	7970	PLAN CHECK SVCS-PRECISE GRADIN PLANS-PEN19-0110	\$12,757.50
		05/26/2020	7969	PLAN CHECK SVCS-STREET IMPROVEMENT-APOLLO III DEVELOPMENT	
		05/26/2020	7966	PLAN CHECK SVCS-SEWER PLAN-PEN18-0064	
		05/26/2020	7968	PLAN CHECK SVCS-DRAINAGE REPORT-APOLLO III DEVELOPMENT-PEN18-064	
		05/26/2020	7967	PLAN CHECK SVCS-PRECISE GRADING PLANS-PARCEL MAP-PEN18-0064	
		05/26/2020	7971	PLAN CHECK SVCS-FINAL HYDROLOGY REPORT-PEN19-0110	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$45,427.50
GONZALEZ, DANIEL	239357	05/04/2020	R20-145771	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
	239453	05/18/2020	R20-147835	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$170.00
GONZALEZ, JASMIN	239391	05/11/2020	2001792.047	SENIOR CTR. RENTAL REFUND	\$1,300.00
Remit to: MENIFEE, CA					FYTD: \$1,300.00
GRAVES & KING, LLP	27892	05/11/2020	2003-0010227-01	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)	\$9,582.73
		05/11/2020	2003-0010335-01	LEGAL SERVICES-CLAIM MV1940 (S. MARTIN)	
		05/11/2020	2003-0010166-01	LEGAL SERVICES-CLAIM MV 0010166-INRI TOWING	
		05/11/2020	2003-0010107-05	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	
Remit to: RIVERSIDE, CA					FYTD: \$150,161.08
GRAY, ELEANOR	239392	05/11/2020	2001790.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$526.00
Remit to: MORENO VALLEY, CA					FYTD: \$526.00
GRAYBAR ELECTRIC CO INC	27893	05/11/2020	9315722297	LIGHT POLES & FIXTURES-CIVIC CENTER	\$7,717.08
Remit to: DIAMOND BAR, CA					FYTD: \$7,717.08

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GREENTECH LANDSCAPE, INC.	27945	05/18/2020	47688	LANDSCAPE MAINT-ZONE 01	\$11,305.65
		05/18/2020	47644	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
		05/18/2020	47687	LANDSCAPE MAINT-ZONE 01	
Remit to: LOS ANGELES, CA					FYTD: \$266,692.01
GUILLEN, RICARDO	239393	05/11/2020	2001740.047	REFUND FLAG FOOTBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
GUZMAN, LIZBETH	239454	05/18/2020	R20-146716	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
HABITAT FOR HUMANITY RIVERSIDE	28003	05/26/2020	CHR-7	HOME-CRITICAL HOME REPAIR PROGRAM-FEBRUARY 2020	\$6,855.02
		05/26/2020	MHR1920-3	MOBILE HOME REPAIR PROGRAM-MARCH 2020	
		05/26/2020	CHR-6	HOME-CRITICAL HOME REPAIR PROGRAM-JANUARY 2020	
Remit to: RIVERSIDE, CA					FYTD: \$327,460.47
HARRIS, ROBERT	239394	05/11/2020	2001793.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$206.54
Remit to: MORENO VALLEY, CA					FYTD: \$206.54
HDL COREN & CONE	239377	05/11/2020	0027875-IN	CONTRACT SVCS-PROPERTY TAX SOFTWARE MAINT (APR-JUNE 2020)	\$5,871.94
Remit to: BREA, CA					FYTD: \$24,132.76
HEFNER, JULIANNA	239395	05/11/2020	R20-147540	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: FOREST FALLS, CA					FYTD: \$95.00

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HERC RENTALS INC/ HERTZ EQUIPMENT RENTAL	28004	05/26/2020	31447604-002	HEAVY EQUIP RENTAL-STORM PREP	\$572.10
Remit to: DALLAS, TX					FYTD: \$572.10
HILLTOP GEOTECHNICAL, INC.	27824	05/04/2020	17261	CITYWIDE PAVEMENT REHAB PROGRAM (FY18-19)	\$4,936.00
Remit to: SAN BERNARDINO, CA					FYTD: \$68,511.50
HINDERLITER DE LLAMAS & ASSOCIATES	239337	05/04/2020	0033549-IN	CANNABIS CONSULTING SVCS	\$250.00
	239469	05/26/2020	SIN001004	SALES TAX AUDIT SVCS-SALES QTR4 2019	\$10,418.86
Remit to: BREAA, CA					FYTD: \$48,155.04
HLP, INC.	27946	05/18/2020	17983	WEB LICENSE MONTHLY SVC FEE	\$146.05
		05/18/2020	17145A	WEB LICENSE MONTHLY SVC FEE	
Remit to: LITTLETON, CO					FYTD: \$32,628.40
HR GREEN PACIFIC INC.	27825	05/04/2020	134321	PLAN CHECK SVCS-ENCROACHMENT PERMITS	\$6,930.00
		05/04/2020	134323	PLAN CHECK SVCS-WQMP-THRU 3/27/20	
		05/04/2020	134322	PLAN CHECK SVCS-PEN19-0076	
	28005	05/26/2020	135225	ON-CALL TRAFFIC ENGINEERING SERVICES	\$8,221.00
Remit to: DES MOINES, IA					FYTD: \$203,473.00
HUGHES NETWORK SYSTEMS, LLC	239418	05/18/2020	B1-359309831	INTERNET SVCS 4/30-5/30/20	\$92.34
Remit to: CHICAGO, IL					FYTD: \$1,015.74
INIT, EDWARD	27895	05/11/2020	SPRING 2020	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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INLAND EMPIRE PROPERTY SERVICE, INC	28006	05/26/2020	2020100	WEED ABATEMENT SVCS-POORMANS RESERVIOR	\$13,061.00
		05/26/2020	2020103	WEED ABATEMENT SVCS-APN 474-490-020, 026	
		05/26/2020	2020101	WEED ABATEMENT SVCS-ESQUESTRIAN CENTER	
		05/26/2020	2020104	WEED ABATEMENT SVCS-MARCH FIELD	
Remit to: MORENO VALLEY, CA					FYTD: \$234,142.32
INLAND OVERHEAD DOOR COMPANY	27826	05/04/2020	44543	PREVENTATIVE MAINTENANCE DOORS & GATES-FS# 6	\$626.25
		05/04/2020	44549	PREVENTATIVE MAINTENANCE DOORS & GATES-UTILITY FIELD OFFICE	
		05/04/2020	45249	ROLL UP DOOR REPAIR-FIRE STATION 65	
	27896	05/11/2020	44975	GATE REPAIR-CITY HALL	\$382.25
		05/11/2020	45258	ROLL UP DOOR REPAIR-CITY YARD	
	27948	05/11/2020	44794	ROLL UP DOOR REPAIR-FIRE STATION 58	
		05/18/2020	45269	GATE REPAIR-FIRE STATION 91	\$319.50
	28007	05/26/2020	45250	ROLL UP DOOR REPAIR-FIRE STATION 65	\$2,208.00
Remit to: COLTON, CA					FYTD: \$47,809.63
INSIDE PLANTS, INC.	27827	05/04/2020	79593	INSIDE PLANT MAINT SVC-MAY 2020	\$137.00
Remit to: CORONA, CA					FYTD: \$1,507.00
INTERPRETERS UNLIMITED	27949	05/18/2020	M20M4-13197	LANGUAGE INTERPRETATION SERVICES	\$14.00
Remit to: SAN DIEGO, CA					FYTD: \$1,226.00
IRIS PARTNERS, LLC	28008	05/26/2020	JUNE 2020	LEASE PAYMENT-LIBRARY-JUNE 2020	\$11,666.67
Remit to: UPLAND, CA					FYTD: \$42,128.13

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ISMAEL OROZCO	27828	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ITE - INSTITUTE OF TRANSPORTATION ENGINEERS	239338	05/04/2020	2020 RENEWAL	PUBLIC AGENCY MEMBERSHIP DUES	\$1,675.00
Remit to: BALTIMORE, MD					FYTD: \$1,675.00
JACQUELINE CENTENO	27829	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,750.00
JACQUEZ-NARES, PAT	239339	05/04/2020	FALL 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: ANAHEIM, CA					FYTD: \$2,000.00
JARAMILLO, PEDRO	239358	05/04/2020	127652	REFUND-FAW15 INSPECTION-ACCESS AND WATER SUPPLY	\$300.00
Remit to: REDLANDS, CA					FYTD: \$300.00
JENKINS, TALIA	239396	05/11/2020	R20-145463	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					FYTD: \$95.00
JENKINS, TERRENCE	239359	05/04/2020	R20-145482	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
JENNIFER PEREZ	27830	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
JOHANNA DEL ROSARIO RAMOS ANGULO	27831	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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JORDAN, SHERON	239397	05/11/2020	R20-147457	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: HEMET, CA					FYTD: \$95.00
JOSEPH O'NEIL MCDANIEL	27832	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
JOSIAH NELSON	27833	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
JTB SUPPLY CO., INC.	27950	05/18/2020	107289	TRAFFIC SIGNAL MAINT SUPPLIES	\$11,125.19
Remit to: ORANGE, CA					FYTD: \$115,063.87
JUDITH ALEJANDRA PEREZ	27834	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
KARLA NOEMI GOMEZ	27835	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
KATIE VAZQUEZ	27836	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	27897	05/11/2020	35449933	COPIER LEASE-CITY CLERK	\$1,399.02
	27951	05/18/2020	9006743084	COPIER USAGE-APRIL 2020	\$80.74
Remit to: PASADENA, CA					FYTD: \$102,552.68
KYLE CHRISTOPHER MOSLEY	27837	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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LA-Z-BOY FURNITURE GALLERIES	239470	05/26/2020	FS-48 4/16/20	FURNITURE-FIRE STATION 48	\$3,435.08
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$3,435.08
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	28009	05/26/2020	110503940(a)	INTERNET & DATA SVCS 5/17-6/16/20	\$6,330.20
		05/26/2020	110503940	LONG/LOCAL DISTANCE CALLS 5/17-6/16/20	
Remit to: BROOMFIELD, CO					<u>FYTD:</u> \$67,275.50
LEXISNEXIS PRACTICE MANAGEMENT	27898	05/11/2020	3092620850	LEGAL RESEARCH TOOLS-APRIL 2020	\$1,104.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$13,062.00
LILY MUYAMBO	27838	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
LIMBO, EIFEL	239360	05/04/2020	2001780.047	REFUND - TIME 4 TOTS CRC AM	\$84.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$253.50
LOPEZ, SAMANTHA YAMILETH	27839	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
LOUIS, CHELSEA	239398	05/11/2020	R20-147751	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$95.00
LSA ASSOCIATES, INC.	239378	05/11/2020	171154	RANCHO VERDE PARK SITE ASSESSMENT	\$2,835.40
Remit to: IRVINE, CA					<u>FYTD:</u> \$2,835.40

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LYONS SECURITY SERVICE, INC.	27840	05/04/2020	27841	SECURITY GUARD SVCS-SENIOR CTR-FEB 2020	\$100.85
	27900	05/11/2020	27939	SECURITY GUARD SVCS-CRC MEALS-COVID-19	\$7,281.37
	27953	05/18/2020	27958	SECURITY GUARD SVCS-CITY HALL-APRIL 2020	\$6,123.45
		05/18/2020	27985	SECURITY GUARD SVCS-CITY HALL-APRIL 2020-COVID-19	
	28010	05/26/2020	27938	SECURITY GUARD SVCS-CONF & REC CTR-APRIL 2020	\$7,241.03
Remit to: ANAHEIM, CA					FYTD: \$176,976.73
MAALOUF, JAMMIE	239399	05/11/2020	R19-143413	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$75.00
MALDONADO, RICHARD	239489	05/26/2020	2001801.047	PICNIC SHELTER REFUND - CELEBRATION	\$211.30
Remit to: MORENO VALLEY, CA					FYTD: \$211.30
MANDELL MUNICIPAL COUNSELING	239420	05/18/2020	MAR-20	LEGAL COUNSEL FOR SPECIAL FINANCING DISTRICTS	\$2,130.00
Remit to: LOS ANGELES, CA					FYTD: \$2,130.00
MARCH JOINT POWERS AUTHORITY	239340	05/04/2020	49882	GAS CHARGES-M.A.R.B. BUILDING 823-MAR20	\$61.31
		05/04/2020	49885	GAS CHARGES-M.A.R.B. BUILDING 938-MAR20	
Remit to: RIVERSIDE, CA					FYTD: \$903.30
MARIA R. JONES	27841	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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MARIPOSA LANDSCAPES, INC.	27842	05/04/2020	88190R1	LANDSCAPE EXTRA WORK-FEB20-NPDES WQB/IRRIGATION REPAIRS	\$1,299.76
	28011	05/26/2020	88734	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-APR20	\$10,633.38
		05/26/2020	88709	LANDSCAPE MAINT.-SD LMD ZONE 02-APR. 2020	
		05/26/2020	88899	LANDSCAPE EXTRA WORK-APR20-ZONE 02/REMOVE BROKEN BRANCH-PASEO 4	
		05/26/2020	88724	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-APR20	
		05/26/2020	88728	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-APR20	
Remit to: IRWINDALE, CA					<u>FYTD:</u> \$440,615.24
MCCLAIN, MELISSA	27843	05/04/2020	1/14 - 3/12/20	MILEAGE REIMBURSEMENT FOR BUSINESS MEETINGS, TRAINING, & EVENTS	\$960.83
Remit to: APPLE VALLEY, CA					<u>FYTD:</u> \$4,922.95
MELARA, CAROLINA	239490	05/26/2020	2001806.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
MELISSA PEREZ	27844	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
MENGISTU, YESHIALEM	27954	05/18/2020	APR-2020	MILEAGE REIMBURSEMENT	\$63.25
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,301.21

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MERCHANTS BUILDING MAINTENANCE, LLC.	27955	05/18/2020	580221	COVID-19 DISINFECTANT CLEANING SERVICES-CONFERENCE & REC. CENTER	\$8,454.00
		05/18/2020	580219	COVID-19 DISINFECTANT CLEANING SERVICES-C.Y. BIG BAY RESTROOMS	
		05/18/2020	580225	COVID-19 DISINFECTANT CLEANING SERVICES-PUBLIC SAFETY BUILDING	
		05/18/2020	580216	COVID-19 DISINFECTANT CLEANING SERVICES-CITY HALL	
		05/18/2020	580226	COVID-19 DISINFECTANT CLEANING SERVICES-SENIOR CENTER	
		05/18/2020	580215	COVID-19 DISINFECTANT CLEANING SERVICES-ANNEX 1	
		05/18/2020	580222	COVID-19 DISINFECTANT CLEANING SERVICES-EMERGENCY OPS. CENTER	
		05/18/2020	580223	COVID-19 DISINFECTANT CLEANING SERVICES-LIBRARY/MAIN BRANCH	
		05/18/2020	580224	COVID-19 DISINFECTANT CLEANING SERVICES-LIBRARY/MALL BRANCH	
		05/18/2020	580218	COVID-19 DISINFECTANT CLEANING SERVICES-CITY YARD PERRIS OFFICE	
		05/18/2020	580852	COVID-19 DISINFECTANT CLEANING SUPPLIES	
		05/18/2020	580220	COVID-19 DISINFECTANT CLEANING SERVICES-CY MECHANIC SHOP BREAKRM	
	05/18/2020	580217	COVID-19 DISINFECTANT CLEANING SERVICES-CITY YRD SANTIAGO OFFICE		
Remit to: MONTEREY PARK, CA					FYTD: \$352,751.22
MERCHANTS LANDSCAPE SERVICES INC	27845	05/04/2020	55874	LANDSCAPE EXTRA WORK-MAR20-ZN E-8/RECYCLED WATER FILTER-SECT. 8	\$1,546.07
		05/04/2020	55872	IRRIGATION REPAIRS-ZONE 03A-MAR. 2020	
		05/04/2020	55873	LANDSCAPE EXTRA WORK-MAR20-ZN 03/PAINT RECYCLED DEVICE/BACKFLOWS	
Remit to: MONTEREY PARK, CA					FYTD: \$505,664.96

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MICHAEL BAKER INTERNATIONAL, INC	27956	05/18/2020	1082218	DESIGN CONSULTING SVCS - STATE ROUTE 60/WLC INTERCHANGE	\$19,548.22
Remit to: LOS ANGELES, CA					FYTD: \$615,757.82
MICHELLE MADELINE BUSTAMANTE	27846	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
MILLER SPATIAL SERVICES, LLC	28013	05/26/2020	1739	GIS SUPPORT SERVICES	\$2,560.00
Remit to: RIVERSIDE, CA					FYTD: \$8,320.00
MITCHELL 1	239341	05/04/2020	24273248	MITCHELL1 PRO DEMAND AND MANAGER PLUS SHOPSTREAM ADDTL. USER	\$2,960.97
Remit to: CHICAGO, IL					FYTD: \$5,835.64
MMVR HOMEOWNERS ASSOCIATION	239491	05/26/2020	2001807.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$113.60
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$454.40
MONICA CABALLERO	27847	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
MORENO VALLEY MALL HOLDING, LLC	28014	05/26/2020	JUNE 2020 RENT	JUNE 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$75,619.94

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MORENO VALLEY TOW & RADIATOR	239342	05/04/2020	9924	EVIDENCE TOWING FOR PD	\$281.25
	239379	05/11/2020	10145	EVIDENCE TOWING FOR PD	\$281.25
Remit to: MORENO VALLEY, CA					FYTD: \$6,415.50
MOTOPOST USA	239471	05/26/2020	148612	UNIFORM ITEMS FOR PD TRAFFIC OFFICERS	\$786.58
Remit to: SAN MARCOS, CA					FYTD: \$2,910.65
MURRIETTA, CRYSTAL	239492	05/26/2020	2001797.047	RENTAL REFUND BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
NANGPI, MARVIN	239493	05/26/2020	2001794.047	RENTAL REFUND BALANCE	\$169.00
Remit to: MORENO VALLEY, CA					FYTD: \$169.00
NAYDENOVA, NINA	239494	05/26/2020	R20-147596	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: LAS VEGAS, NV					FYTD: \$20.00
NELSON, TEQUILA	239495	05/26/2020	R20-144770	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MURRIETA, CA					FYTD: \$95.00
NEVINS, EDTIH	239400	05/11/2020	2001789.047	REFUND - PICNIC SHELTER CELEBRATION	\$173.20
Remit to: MORENO VALLEY, CA					FYTD: \$173.20
NICOLE DENISE MUCKELROY	27848	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
NIEVES, BLANCA	239496	05/26/2020	R20-148059	ANIMAL SERVICES REFUND-OVER PAYMENT ON LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00

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NORD, LINDSAY	239361	05/04/2020	R20-147458	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: HEMET, CA					FYTD: \$95.00
NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	27901	05/11/2020	15034	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$1,362.39
		05/11/2020	15002	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
		05/11/2020	14933	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
	27957	05/18/2020	15131	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$203.65
	28015	05/26/2020	15014	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$855.32
		05/26/2020	15226	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
		05/26/2020	15203	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
Remit to: PERRIS, CA					FYTD: \$2,552.60
ORTEGA, PATRICIA	239401	05/11/2020	C18859	REFUND-CITATION	\$648.00
Remit to: WILDOMAR, CA					FYTD: \$648.00
PACIFIC TELEMANAGEMENT SERVICES	27958	05/18/2020	2043986	PAY PHONE SERVICES-JUN 2020	\$125.28
Remit to: SAN RAMON, CA					FYTD: \$1,829.09
PAINTING BY ZEB BODE	27902	05/11/2020	03262020	PAINTING & PREPARATION SERVICES FOR PARKS/CFD	\$4,860.00
	27959	05/18/2020	04-17-2020	SEAL-KRETE PAINTING-FIRE STATION 2	\$3,200.00
		05/18/2020	04172020	SEAL-KRETE PAINTING-PUBLIC SAFETY BLDG.	
Remit to: NORCO, CA					FYTD: \$18,877.00
PAREDES, LISA	239456	05/18/2020	R20-147223	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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PATRICK SAADE	27849	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
PEDLEY SQUARE VETERINARY CLINIC	27903	05/11/2020	APR-2020	VETERINARY SERVICES-MV ANIMAL SHELTER	\$5,653.20
Remit to: RIVERSIDE, CA					FYTD: \$136,945.54
PERCEPTIVE ENTERPRISES, INC.	27904	05/11/2020	3614	PROFESSIONAL DBE CONSULTING SERVICES	\$4,155.00
Remit to: LOS ANGELES, CA					FYTD: \$26,325.00
PEREZ, PATRICK	239497	05/26/2020	2001799.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
PETTY CASH - FINANCE	239348	05/04/2020	APR 2020	PETTY CASH FUND REPLENISHMENT	\$360.25
Remit to: MORENO VALLEY, CA					FYTD: \$8,384.00
PLATTEN, YESENIA	239362	05/04/2020	2001781.047	REFUND - TIME 4 TOTS CRC AM	\$71.82
	239363	05/04/2020	2001782.047	REFUND - TIME 4 TOTS CRC AM	\$84.50
Remit to: RIVERSIDE, CA					FYTD: \$468.96
PRECINCT REPORTER GROUP	239421	05/18/2020	20200409	DIRECT PAY_NOTICE OF INVITING BIDS FOR PUBLICATION	\$99.75
Remit to: SAN BERNARDINO, CA					FYTD: \$99.75
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	239422	05/18/2020	0011382018	PUBLIC HEARING NOTICE ADVERTISING-PEN20-0018	\$338.40
Remit to: COLORADO SPRINGS, CO					FYTD: \$6,812.30
PRIESTER, COURTNEY	239364	05/04/2020	2001783.047	REFUND - TIME 4 TOTS CRC AM	\$82.00
Remit to: MORENO VALLEY, CA					FYTD: \$378.00

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PROFESSIONAL COMMUNICATIONS NETWORK PCN	239423	05/18/2020	157000261	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$501.06
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,399.97
PROJECT ENERGY SAVERS, LLC	239343	05/04/2020	20-225	PROMO ITEM - MV UTILITY/HAND SANITIZER	\$708.45
Remit to: BROOKLYN, NY					<u>FYTD:</u> \$708.45

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PRUDENTIAL OVERALL SUPPLY	27850	05/04/2020	22979717	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	\$253.05
		05/04/2020	22979718	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/04/2020	22979720	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/04/2020	22979719	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		05/04/2020	22979723	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		05/04/2020	22979724	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		05/04/2020	22982983	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/04/2020	22982984	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/04/2020	22982988	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/04/2020	22982989	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/04/2020	22982990	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/04/2020	22982992	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	27905	05/11/2020	22982986	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$64.52
		05/11/2020	22982982	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		05/11/2020	22982981	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		05/11/2020	22982979	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		05/11/2020	22982985	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		05/11/2020	22986385	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		05/11/2020	22986383	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		05/11/2020	22986386	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
	27961	05/18/2020	22986388	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$271.84
		05/18/2020	22986387	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/18/2020	22986394	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		05/18/2020	22986392	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		05/18/2020	22986389	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		05/18/2020	22986396	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/18/2020	22982980	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/18/2020	22986390	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		05/18/2020	22986384	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		05/18/2020	22986393	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	28016	05/26/2020	22976371	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	\$543.68
		05/26/2020	22982987	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/26/2020	22979729	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/26/2020	22989780	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		05/26/2020	22989775	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/26/2020	22976375	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/26/2020	22982991	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/26/2020	22989777	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		05/26/2020	22989774	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		05/26/2020	22986395	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/26/2020	22989779	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		05/26/2020	22989771	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		05/26/2020	22979725	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		05/26/2020	22989772	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		05/26/2020	22989778	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
05/26/2020	22989773	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF			
05/26/2020	22989776	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF			
05/26/2020	22986391	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF			
Remit to: RIVERSIDE, CA					FYTD: \$17,698.45
PSOMAS	27906	05/11/2020	162290	CONSULTANT SURVEYING SERVICES-DAY STREET LINE EXTENSION PROJECT	\$12,832.50
		05/11/2020	160724	CONSULTANT SURVEYING SERVICES-DAY STREET LINE EXTENSION PROJECT	
Remit to: LOS ANGELES, CA					FYTD: \$195,119.53

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RAMIREZ, RENE	239402	05/11/2020	R20-147585	ANIMAL SERVICES REFUND-ONLINE LICENSE PAYMENT	\$28.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$28.00
READY REFRESH BY NESTLE	28017	05/26/2020	00E0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	\$4.28
		05/26/2020	00E0035449420	BOTTLED WATER COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					<u>FYTD:</u> \$646.59
REGIONAL GOVERNMENT SERVICES AUTHORITY	27851	05/04/2020	10837	PROFESSIONAL CONSULTANT SERVICES-HUMAN RESOURCES/MAR. 2020	\$3,937.50
	28018	05/26/2020	10956	PROFESSIONAL CONSULTANT SERVICES-HUMAN RESOURCES/APR. 2020	\$1,625.00
Remit to: CARMEL VALLEY, CA					<u>FYTD:</u> \$7,062.50
RENZ, ASHLEIGH	27963	05/18/2020	APRIL 2020	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$447.00
Remit to: HEMET, CA					<u>FYTD:</u> \$1,304.00
REYES, ESTEBAN	239403	05/11/2020	R20-147529	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
RICK ENGINEERING COMPANY	27964	05/18/2020	74406	CITYWIDE PAVEMENT REHAB PROG (FY18/19)	\$3,870.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$30,716.68

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RIGHTWAY SITE SERVICES, INC.	239424	05/18/2020	263230	PORTABLE RESTROOM RELOCATION - MVPD	\$22.50
	239473	05/26/2020	258815	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$1,358.36
		05/26/2020	263250	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	
		05/26/2020	261131	PORTABLE RESTROOMS/WASH STATIONS FOR CRC-FARMERS MARKET/COVID-19	
		05/26/2020	258816	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
		05/26/2020	263693	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$20,733.76
RIVERS, SHARLETTA	239365	05/04/2020	2001779.047	RENTAL REFUND BALANCE	\$100.90
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
RIVERSIDE AREA RAPE CRISIS CENTER	239425	05/18/2020	JANUARY2020-07	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$1,047.90
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$11,465.85
RIVERSIDE COUNTY DEPARTMENT OF HEALTH	239426	05/18/2020	HS0000006549	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$50.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,100.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	27965	05/18/2020	1151	SART EXAMS BILLING FOR PD - APR. 2020	\$2,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$32,000.00
RODRIGUEZ, ANDY	239498	05/26/2020	2001581.047	REFUND - FLAG FOOTBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00
ROJERO, ANGELICA	239404	05/11/2020	2001791.047	SENIOR CTR. RENTAL REFUND	\$1,100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,100.00

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ROTO-ROOTER PLUMBERS	27966	05/18/2020	51721530340	CLEARED MAIN SEWER PIPE WITH CABLE/BLADES - COMMUNITY PARK	\$624.00
		05/18/2020	51721624691	CLEARED MAIN SEWER PIPE WITH CABLE/BLADES - SUNNYMEAD PARK	
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$883.99
RSG, INC	28019	05/26/2020	1006130	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- APR. 2020	\$3,575.00
Remit to: IRVINE, CA					FYTD: \$23,353.25
SABELLON, PRINCESS	239499	05/26/2020	R20-147546	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN BERNARDINO, CA					FYTD: \$95.00
SAFEGUARD PROPERTIES MANAGEMENT, LLC	239405	05/11/2020	6829110	REFUND-OVERPAYMENT	\$100.00
Remit to: GARFIELD HEIGHTS, OH					FYTD: \$100.00
SAGARA, KATE	239500	05/26/2020	R20-147764	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: DEL MAR, CA					FYTD: \$95.00
SALVATION ARMY	27907	05/11/2020	17 / MAR-20	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	\$814.90
Remit to: MORENO VALLEY, CA					FYTD: \$83,405.99

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	27852	05/04/2020	108904	FM 200 SYSTEM TEST & CERTIFICATION-COMPUTER ROOM	\$800.00
		05/04/2020	108903	FM 200 SYSTEM TEST & CERTIFICATION-E.O.C. BUILDING	
		05/04/2020	108901	FM 200 SYSTEM TEST & CERTIFICATION-COUNCIL CHAMBERS AV ROOM	
	27908	05/11/2020	108120	FM 200 SYSTEM TEST & CERTIFICATION-PUBLIC SAFETY BUILDING	
		05/11/2020	109517	FIRE SYSTEM EQUIPMENT REPAIRS-FIRE STATION 6	\$849.50
	28020	05/26/2020	107145	FIRE SYSTEM EQUIPMENT REPAIR-FIRE STATION 48	
05/26/2020		107154	FIRE EXTINGUISHERS TESTING & PURCHASE-FIRE STATION 48	\$227.29	
FIRE EXTINGUISHERS TESTING & PURCHASE-MARCH FIELD PARK COMM. CTR					
Remit to: SAN BERNARDINO, CA					FYTD: \$11,489.23
SANDOVAL PEREZ, KEVIN HENRY	239457	05/18/2020	MVA020018417	REFUND-ADMIN CITATION-OVER PAYMENT	\$115.00
Remit to: SAN BERNARDINO, CA					FYTD: \$115.00
SEARLE CREATIVE GROUP, LLC	28021	05/26/2020	20183	WEBSITE HOSTING & MAINTENANCE-APR. 2020	\$600.00
Remit to: VENTURA, CA					FYTD: \$4,619.00
SEVERSON & WERSON CORP.	239406	05/11/2020	C19010	REFUND-OVERPAYMENT-CITATION	\$7,417.32
Remit to: IRVINE, CA					FYTD: \$7,417.32
SHAYNESKGUA COLEN	27853	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
SHUKERRAH PALMER	27854	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

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SIGNS BY TOMORROW	27855	05/04/2020	24938	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$2,126.25
		05/04/2020	24936	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		05/04/2020	24920	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
		05/04/2020	24905	UPDATE & INSTALLATION OF 3 PUBLIC HEARING SIGNS	
		05/04/2020	24937	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	
Remit to: MURRIETA, CA					FYTD: \$8,505.00
SKY PUBLISHING	27856	05/04/2020	20-2_059	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT PUBLIC SVC MSG/2020 ISS 2	\$1,400.00
		27967	05/18/2020	20-2_060	1/2 PAGE SHOP MOVAL AD-YOUR VILLA MAGAZINE/2020 ISSUE 2
Remit to: MORENO VALLEY, CA					FYTD: \$16,850.00
SMITH, MEGAN	239501	05/26/2020	R20-148053	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
SOTO, KAYLA	239366	05/04/2020	R20-147224	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: HEMET, CA					FYTD: \$95.00
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	239344	05/04/2020	3638710	AQMD "HOT SPOTS" PROGRAM FEE-ANIMAL SHELTER/JULY 2019- JUN 2020	\$275.26
		05/04/2020	3638814	AQMD "HOT SPOTS" PROGRAM FEE-CITY HALL/JULY 2019-JUN 2020	
Remit to: DIAMOND BAR, CA					FYTD: \$4,968.30
SOUTHERN CALIFORNIA EDISON	239345	05/04/2020	APR-20 5/4/20	ELECTRICITY CHARGES	\$4,738.98
	239474	05/26/2020	APR-20 5/26/20	ELECTRICITY CHARGES	\$18,908.17
Remit to: ROSEMEAD, CA					FYTD: \$2,217,387.79

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SOUTHERN CALIFORNIA GAS CO.	239428	05/18/2020	APR-2020	GAS CHARGES	\$7,426.28
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$76,502.51
SOUTHERN PET SUPPLIES	27968	05/18/2020	9859	PET SUPPLIES-SLIP LEADS	\$208.95
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$2,762.40
SSD ALARM FORMERLY PACIFIC ALARM SERVICE, INC	239346	05/04/2020	R 155758	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-MAY 2020	\$516.50
		05/04/2020	R 155759	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION- MAY 2020	
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$6,714.50
STANDARD INSURANCE CO	239475	05/26/2020	200601	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,263.16
Remit to: PORTLAND, OR					<u>FYTD:</u> \$13,759.16

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	27910	05/11/2020	17283030	ALARM SYSTEM MONITORING-MARCH FIELD PARK COMMUNITY CTR/APR-JUN20	\$2,157.83
		05/11/2020	17278394	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/APR 2020	
		05/11/2020	17279463	ALARM SYSTEM MONITORING-FIRE STATION 99/APR 2020	
		05/11/2020	17282924	ALARM SYSTEM MONITORING-CY SANTIAGO OFFICE FIRE ALARM/APR-JUN 20	
		05/11/2020	17285017	ALARM SYSTEM MONITORING-ANNEX 1 BURGLAR ALARM/APR-JUN 2020	
		05/11/2020	17271985	ALARM SYSTEM MONITORING-EOC/APR 2020	
		05/11/2020	17290484	ALARM SYSTEM MONITORING-TOWNGATE COMMUNITY CENTER/APR-JUN 2020	
		05/11/2020	17296298	ALARM SYSTEM MONITORING-SUNNYMEAD MID. SCHOOL-THINK/APR-JUN20	
		05/11/2020	17300793	ALARM SYSTEM MONITORING-CONFERENCE & REC. CENTER/APR-JUN 2020	
	05/11/2020	17281162	ALARM SYSTEM MONITORING-PUBLIC SAFETY BUILDING/APR-JUN 2020		

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STANLEY CONVERGENT SECURITY SOLUTIONS, INC	27969	05/18/2020	17376414	ALARM SYSTEM MONITORING-ANNEX 1 FIRE ALARM/MAY-JUL 2020	\$4,240.02
		05/18/2020	17369802	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-MAY 2020	
		05/18/2020	17288521	SECURITY ALARM MONITORING SERVICES FOR FIRE STATIONS-APR. 2020	
		05/18/2020	17373075	ALARM SYSTEM MONITORING-LIBRARY/MAY-JUL 2020	
		05/18/2020	17376265	ALARM SYSTEM MONITORING-COTTONWOOD GOLF CENTER/MAY-JUL 2020	
		05/18/2020	17362555	ALARM SYSTEM MONITORING-EOC/MAY 2020	
		05/18/2020	17368501	ALARM SYSTEM MONITORING-CITY HALL/MAY-JUL 2020	
		05/18/2020	17365196	ALARM SYSTEM MONITORING-EMPL. RESOURCE CENTER/MAY 2020	
		05/18/2020	17376910	ALARM SYSTEM MONITORING-FIRE STATION 99/MAY 2020	
		05/18/2020	17358061	ALARM SYSTEM MONITORING-RED MAPLE CHILD CARE/MAY-JUL 2020	
	28022	05/26/2020	17355807	ALARM SYSTEM MONITORING-MORRISON PARK SNACK BAR/MAY-JUL 2020	\$482.16
		05/26/2020	17367327	ALARM SYSTEM MONITORING-LASSELLE SPORTS PARK/MAY-JUL 2020	
Remit to: PALATINE, IL					FYTD: \$63,873.56
STARLITE RECLAMATION ENVIRONMENTAL SERVICES, INC.	239429	05/18/2020	117602	HAZARDOUS MATERIAL WASTE AT CITY YARD	\$6,799.56
		05/18/2020	117607	HAZARDOUS MATERIAL WASTE AT CITY YARD	
Remit to: FONTANA, CA					FYTD: \$37,867.92
STATE BOARD OF EQUALIZATION 1	28034	05/22/2020	043020	SALES & USE TAX REPORT FOR 4/1-4/30/20	\$1,094.00
Remit to: SACRAMENTO, CA					FYTD: \$75,829.00

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STATE OF CALIFORNIA DEPT. OF JUSTICE	239476	05/26/2020	443642 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-MAR20	\$275.00
		05/26/2020	443642 (PCS)	FINGERPRINTING SERVICES-P&CS CONTRACT INSTRUCTORS-MAR20	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$40,768.00
STENCIL, SKYLEY	239502	05/26/2020	R20-148135	ANIMAL SERVICES REFUND-DUPLICATE LICENSE PAYMENT	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	27911	05/11/2020	43352	TRANSCRIPTION SERVICES FOR PD-APR. 2020	\$719.01
Remit to: CORONA, CA					<u>FYTD:</u> \$13,925.16
STEPHEN H BADGETT CONSULTING LLC	27912	05/11/2020	MVU-015	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/APR 2020	\$3,500.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$28,875.00
STILES ANIMAL REMOVAL, INC.	239430	05/18/2020	110085	DECEASED LARGE ANIMAL REMOVAL SERVICES-APR. 2020	\$100.00
Remit to: GUAISTI, CA					<u>FYTD:</u> \$5,020.00
SUNNYMEAD ACE HARDWARE	239431	05/18/2020	86864	MISC. SUPPLIES FOR PD	\$12.91
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,793.45
SYNERGY COMPANIES	239347	05/04/2020	MVU RES DI 03-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$11,078.38
	239432	05/18/2020	MVU SB DI 02-20	ENERGY AUDITS & INSTALLATION OF ENERGY EFFICIENCY MEASURES	\$8,492.94
Remit to: HAYWARD, CA					<u>FYTD:</u> \$475,824.27

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TAHREEM KHAN	27857	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
TAITYANA L. BENSON	27858	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
TELEPHONE TOWN HALL MEETING, INC.	27970	05/18/2020	8352	COVID-19 VOICE BROADCAST	\$3,988.00
		05/18/2020	8188	COVID-19 VOICE BROADCAST	
Remit to: GOLDEN, CO					FYTD: \$22,718.30
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	27914	05/11/2020	119828	FLEX AND COBRA ADMIN FEES-APRIL 2020	\$1,431.25
	27971	05/18/2020	119651	FLEX AND COBRA ADMIN FEES-MAR 2020 CORRECTION	\$195.00
Remit to: TEMECULA, CA					FYTD: \$523,446.53
THE LEW EDWARDS GROUP	27915	05/11/2020	216	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-MAR 1	\$2,875.00
Remit to: OAKLAND, CA					FYTD: \$56,375.00
THE SOCO GROUP INC.	27860	05/04/2020	0778673-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$3,345.89
		05/04/2020	0779927-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	27916	05/11/2020	0780677-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$2,101.85
	28023	05/26/2020	1628308-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$10,819.50
		05/26/2020	1631911-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/26/2020	1626412-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/26/2020	1621330-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		05/26/2020	1623513-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$300,878.50

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THINK TOGETHER, INC	27972	05/18/2020	10080	ENHANCED PROGRAMMING FOR ASES 19/20-SOCCER EQUIPMENT REIMB.	\$10,750.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$6,096,173.80
THOMPSON COBURN LLP	27918	05/11/2020	3417402	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-MAR. 2020	\$7.84
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$340.51
THOMSON REUTERS-WEST PUBLISHING CORP.	28024	05/26/2020	842270545	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-APR. 2020	\$1,175.16
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$13,744.43
TIEBOUT, ANDRE	239458	05/18/2020	MVA050014967	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$57.50
Remit to: NAVARRE, FL					<u>FYTD:</u> \$57.50
TILFORD, ASHLEY	27861	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
TIME WARNER CABLE	239383	05/11/2020	091922301050120	FIBER INTERNET ACCESS SERVICES - MAY 2020	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$9,284.00
TJEN, KWEN	239459	05/18/2020	C19751	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$100.00
Remit to: LA HABRA, CA					<u>FYTD:</u> \$100.00
TOWNSEND PUBLIC AFFAIRS, INC.	27973	05/18/2020	15902	CONSULTING SERVICES-LOBBYIST/ADVOCATE & GRANT WRITING-MAY 2020	\$4,000.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$53,000.00

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TR DESIGN GROUP, INC.	27862	05/04/2020	4367	ARCHITECTURAL DESIGN SERVICES FOR IRIS LIBRARY BRANCH PROJECT	\$7,272.30
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$53,945.70
TRAFFIC LOGIX CORPORATION	28025	05/26/2020	SIN07540	SUPER FLEX CURB PURCHASE	\$1,656.80
Remit to: SPRING VALLEY, NY					<u>FYTD:</u> \$1,656.80
TRUEPOINT SOLUTIONS, LLC	27974	05/18/2020	20-336	BUSINESS ANALYST SUPPORT SERVICES-APR. 2020	\$11,250.00
Remit to: LOOMIS, CA					<u>FYTD:</u> \$34,337.50
TUFFSTUFF FITNESS EQUIPMENT, INC	239433	05/18/2020	258941	TREADMILLS FOR FIRE STATION 91	\$6,949.44
		05/18/2020	258940	TREADMILLS FOR FIRE STATION 99	
Remit to: CHINO, CA					<u>FYTD:</u> \$6,949.44
TUMON BAY RESORT & SPA	28026	05/26/2020	JUNE 2020 RENT	JUNE 2020 RENT (INCL. CAM, ETC.) FOR EMPLOYMENT RESOURCE CTR.	\$8,014.73
Remit to: TAMUNING, GU					<u>FYTD:</u> \$96,176.76
TYRA COLEMAN	27863	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,000.00
ULTRASERV AUTOMATED SERVICES, LLC	27865	05/04/2020	208747	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$367.90
		05/04/2020	208748	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
	27919	05/11/2020	209938	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION	\$158.00
		05/11/2020	209937	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
Remit to: COSTA MESA, CA					<u>FYTD:</u> \$13,666.41

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



**City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020**

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>
UNDERGROUND SERVICE ALERT	27920	05/11/2020	420200463 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR20	\$242.65
		05/11/2020	420200463 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR20	
		05/11/2020	420200463 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR20	
		05/11/2020	420200463 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR20	
	239384	05/11/2020	dsb20192251 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28
		05/11/2020	dsb20192251 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		05/11/2020	dsb20192251 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		05/11/2020	dsb20192251 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
Remit to: CORONA, CA					FYTD: \$5,576.00
UNITED ROTARY BRUSH CORP	27866	05/04/2020	314125	STREET SWEEPER BRUSHES & ACCESSORIES	\$982.38
	27921	05/11/2020	314240	STREET SWEEPER BRUSHES & ACCESSORIES	\$769.34
	27975	05/18/2020	314341	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,215.51
		05/18/2020	314405	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	
	28027	05/26/2020	314495	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$1,522.71
Remit to: KANSAS CITY, MO					FYTD: \$38,323.37
UNITED SITE SERVICES OF CA, INC.	27867	05/04/2020	114-10192737	FENCE RENTAL AT ANIMAL SHELTER 4/9-5/6/20	\$106.40
Remit to: PHOENIX, AZ					FYTD: \$1,276.80
UNIVERSAL TRAILERS, INC.	27868	05/04/2020	011720RP	TRAILER REPAIR-MOBILE REC UNIT	\$820.19
Remit to: RIVERSIDE, CA					FYTD: \$16,375.52

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



**City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020**

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	28028	05/26/2020	94752	RODENT CONTROL SERVICES-DEC19-EL POTRERO PARK	\$1,387.00
		05/26/2020	94755	RODENT CONTROL SERVICES-DEC19-SKATE PARK	
		05/26/2020	94745	RODENT CONTROL SERVICES-DEC19-EQUESTRIAN CENTER	
		05/26/2020	94746	RODENT CONTROL SERVICES-DEC19-JFK PARK	
		05/26/2020	94743	RODENT CONTROL SERVICES-DEC19-COTTONWOOD GOLF COURSE	
		05/26/2020	95137	PEST CONTROL SERVICE-DEC19-MORRISON PARK RESTROOM/SNACK BAR	
		05/26/2020	94747	RODENT CONTROL SERVICES-DEC19-MORRISON PARK	
		05/26/2020	94749	RODENT CONTROL SERVICES-DEC19-SUNNYMEAD PARK	
		05/26/2020	94757	RODENT CONTROL SERVICES-DEC19-VISTA LOMAS PARK	
		05/26/2020	95141	PEST CONTROL SERVICE-DEC19-CELEBRATION PARK RESTROOMS	
		05/26/2020	94748	RODENT CONTROL SERVICES-DEC19-SHADOW MTN. PARK	
		05/26/2020	95140	PEST CONTROL SERVICE-DEC19-SKATE PARK RESTROOM/SNACK BAR	
		05/26/2020	95139	PEST CONTROL SERVICE-DEC19-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		05/26/2020	94750	RODENT CONTROL SERVICES-DEC19-FAIRWAY PARK	
		05/26/2020	94744	RODENT CONTROL SERVICES-DEC19-CONFERENCE & REC. CENTER	
	05/26/2020	94756	RODENT CONTROL SERVICES-DEC19-EDISON EASEMENT		
	05/26/2020	94751	RODENT CONTROL SERVICES-DEC19-CELEBRATION PARK		
Remit to: MORENO VALLEY, CA					FYTD: \$20,175.00
VALLEY WIDE TOWING, LLC	27922	05/11/2020	8754	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,361.25
VANESSA CARRASCO	27869	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

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>
VELAZQUEZ, CARLOS	239367	05/04/2020	R20-147481	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: HEMET, CA					<u>FYTD:</u> \$20.00
VISION SERVICE PLAN	28029	05/26/2020	809430534	EMPLOYEE VISION INSURANCE	\$4,007.34
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$47,144.73
VOYAGER FLEET SYSTEM, INC.	27923	05/11/2020	869336602017	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,138.27
	27924	05/11/2020	869211615017	CNG FUEL PURCHASES	\$6,584.67
Remit to: HOUSTON, TX					<u>FYTD:</u> \$98,740.37

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
 For Period 5/1/2020 through 5/31/2020

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VULCAN MATERIALS CO, INC.	27870	05/04/2020	72555682	ASPHALTIC MATERIALS	\$1,560.09
		05/04/2020	72551629	ASPHALTIC MATERIALS	
		05/04/2020	72560661	ASPHALTIC MATERIALS	
		05/04/2020	72549530	ASPHALTIC MATERIALS	
		05/04/2020	72555683	ASPHALTIC MATERIALS	
		05/04/2020	72558277	ASPHALTIC MATERIALS	
		05/04/2020	72553891	ASPHALTIC MATERIALS	
	27925	05/04/2020	72558276	ASPHALTIC MATERIALS	\$1,684.86
		05/04/2020	72551630	ASPHALTIC MATERIALS	
		05/11/2020	72519762	ASPHALTIC MATERIALS	
		05/11/2020	72528081	ASPHALTIC MATERIALS	
		05/11/2020	72524355	ASPHALTIC MATERIALS	
		05/11/2020	72519761	ASPHALTIC MATERIALS	
		05/11/2020	72515221	ASPHALTIC MATERIALS	
	27976	05/11/2020	72491912	ASPHALTIC MATERIALS	\$1,190.33
		05/11/2020	72517520	ASPHALTIC MATERIALS	
		05/11/2020	72522154	ASPHALTIC MATERIALS	
		05/18/2020	72566543	ASPHALTIC MATERIALS	
	05/18/2020	72566542	ASPHALTIC MATERIALS		
	05/18/2020	72564411	ASPHALTIC MATERIALS		
Remit to: LOS ANGELES, CA					FYTD: \$58,364.09
WAYNE W. CHANG DBA CHANG CONSULTANTS	27871	05/04/2020	MVL-01	MORENO VALLEY LAKE LOMR-F	\$3,748.50
Remit to: RANCHO SANTA FE, CA					FYTD: \$3,748.50
WELLS FARGO CORPORATE TRUST	27977	05/18/2020	1843318	TRUSTEE SERVICES FEE - 2007 CFD 5 TAX BONDS	\$2,000.00
Remit to: MINNEAPOLIS, MN					FYTD: \$9,849,174.40

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
For Period 5/1/2020 through 5/31/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WEST COAST ARBORISTS, INC.	27926	05/11/2020	159189-A	TREE TRIMMING SERVICES - ZONE D	\$5,657.85
Remit to: ANAHEIM, CA					FYTD: \$251,625.40
WEST COAST SHOPPING CART SERVICE, INC.	239434	05/18/2020	20-060	SHOPPING CART RETRIEVAL SERVICES-APR. 2020	\$2,792.25
Remit to: WEST COVINA, CA					FYTD: \$39,627.00
WESTCOAST LOCK & SAFE DBA KEN'S LOCK&KEY	239385	05/11/2020	116505	REKEYING OF LOCKS	\$293.27
		05/11/2020	116332	LOCK REPLACEMENT AFTER FORCED DOOR OPENING	
Remit to: RIVERSIDE, CA					FYTD: \$8,432.38
WESTERN MUNICIPAL WATER DISTRICT	239435	05/18/2020	23821-018258/AP0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	\$2,285.40
		05/18/2020	23866-018292/AP0	WATER CHARGES-SKATE PARK	
		05/18/2020	24753-018620/AP0	WATER CHARGES-M.A.R.B. BALLFIELDS	
		05/18/2020	23821-018257/AP0	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
Remit to: ARTESIA, CA					FYTD: \$41,809.92
WESTERN PACIFIC SIGNAL, LLC	239436	05/18/2020	26577	NAVIGATOR PUSH BUTTON STATIONS/CONTROL UNIT-LOS CABOS @ LASSELLE	\$4,245.35
Remit to: SAN LEANDRO, CA					FYTD: \$4,245.35
WILLDAN ENGINEERING	27978	05/18/2020	002-22413	PLAN CHECK & INSPECTION SERVICES FOR BLDG. & SAFETY DEPT.- FEB20	\$21,288.75
Remit to: ANAHEIM, CA					FYTD: \$524,129.94

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



City of Moreno Valley
Payment Register
 For Period 5/1/2020 through 5/31/2020

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 FINANCIAL SERVICES	28030	05/26/2020	010-44690	GRANT ADMINISTRATION SERVICES-APR. 2020	\$19,153.00
Remit to: TEMECULA, CA					FYTD: \$297,634.15
WILSON, ALPHONZO	239503	05/26/2020	2001600.047	REFUND - FLAG FOOTBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
WSP USA, INC.	27927	05/11/2020	952795	804 0017 MORENO MDP LINE F18 & F19	\$9,875.09
		05/11/2020	940249.01	STRUCTURAL CALCULATIONS FOR PLACING CAMERA ON STREET LIGHT POLES	
	28031	05/26/2020	957205	804 0017 MORENO MDP LINE F18 & F19	\$4,520.09
Remit to: SAN BERNARDINO, CA					FYTD: \$70,592.33
XEROX CAPITAL SERVICES, LLC	27979	05/18/2020	010223462	COLOR COPIER LEASE/BILLABLE PRINTS-APR 2020-GRAPHICS DEPT.	\$2,610.84
		05/18/2020	010223463	COLOR COPIER EQUIPMENT LEASE-APR 2020-GRAPHICS DEPT.	
		05/18/2020	010223464	COLOR COPIER LEASE/BILLABLE PRINTS-APR 2020-PARKS DEPT.	
		05/18/2020	010223465	COLOR COPIER EQUIPMENT LEASE-APR 2020-PARKS DEPT.	
Remit to: PASADENA, CA					FYTD: \$27,979.59
YOLANDA NEAL - YAKUBU	27873	05/04/2020	MAY 2020	MOVAL LEARNS-MAY 2020	\$250.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,000.00
ZAMORA, FRANCISCO	239504	05/26/2020	R20-146707	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MURRIETA, CA					FYTD: \$95.00
TOTAL CHECKS UNDER \$25,000					\$975,192.13
GRAND TOTAL					\$10,942,036.84

Attachment: May 2020 Payment Register (4093 : PAYMENT REGISTER - MAY 2020)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PAYMENT REGISTER - JUNE 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 and 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. June 2020 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/11/20 1:01 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:26 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:16 AM



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AAC UTILITY PARTNERS, LLC	28177	06/22/2020	MVUS200609	CONSULTING SVCS-MV UTILITY	\$33,700.00
Remit to: COLUMBIA, SC					FYTD: \$204,600.00
ALDI, INC.	239630	06/15/2020	MVU 7014047-01	COMMERCIAL PBI REBATE INCENTIVE	\$26,716.98
Remit to: MORENO VALLEY, CA					FYTD: \$192,131.52
ALFARO COMMUNICATIONS CONSTRUCTION, INC.	28037	06/01/2020	5-RET	ALESSANDRO BLVD./GRANT ST. TRAFFIC SIGNAL & STREET IMPROVEMENT CONSTRUCTION	\$28,700.39
Remit to: COMPTON, CA					FYTD: \$574,007.77
ATEL COMMUNICATIONS.COM	28038	06/01/2020	57496	NEC SV9500 SOFTPHONE LICENSES	\$30,111.92
		06/01/2020	57550	NEC SOFTWARE SUPPORT	
Remit to: SAN DIEGO, CA					FYTD: \$41,371.52
BANC OF AMERICA PUBLIC CAPITAL CORP	28081	06/01/2020	W200601	DEBT SERVICE-2018 STREETLIGHTING FINANCING-JUNE 2020 PRIN & INT	\$240,939.73
Remit to: ATLANTA, GA					FYTD: \$1,166,731.54
BRIGHTVIEW LANDSCAPE SERVICES, INC.	28181	06/22/2020	6837376	LANDSCAPE MAINT-ZONES D-CIP	\$65,542.33
Remit to: PASADENA, CA					FYTD: \$489,245.30
CALPINE CORPORATION DBA CALPINE ENERGY SERVICES	28127	06/15/2020	61089	RESOURCE ADEQUACY-MAY 2020/MV UTILITY	\$105,400.00
Remit to: HOUSTON, TX					FYTD: \$527,000.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



**City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020**

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>
CHARLES ABBOTT ASSOCIATES, INC	28087	06/08/2020	61014	PLAN CHECK SVCS-NPDES/SWMP-APRIL 20	\$29,545.00
Remit to: MISSION VIEJO, CA					FYTD: \$371,360.25
COUNTY OF RIVERSIDE SHERIFF	28044	06/01/2020	SH0000037213	CONTRACT LAW ENFORCEMENT BILLING #9 (01/30-02/26/20)	\$3,444,285.02
	28131	06/15/2020	SH0000037486	CONTRACT LAW ENF. FACILITY EXPENSES BILLING - FY 19/20	\$3,109,096.11
		06/15/2020	SH0000037293	CONTRACT LAW ENFORCEMENT BILLING #10(02/27-03/25/20)	
	28243	06/29/2020	SH00000037407	CONTRACT LAW ENFORCEMENT BILLING #11 (03/26-4/22/20)	\$2,804,489.35
Remit to: RIVERSIDE, CA					FYTD: \$42,536,714.55
DECKERS OUTDOOR CORPORATION	28135	06/15/2020	QTR ENDING MAR20	SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$44,033.40
Remit to: GOLETA, CA					FYTD: \$219,071.60
DYETT & BHATIA URBAN AND REGIONAL PLANNERS	28046	06/01/2020	19-572-05	GENERAL PLAN UPDATE AND EIR CONSULTING 3/1-3/31/20	\$135,412.43
	28184	06/22/2020	19-572-06	GENERAL PLAN UPDATE AND EIR CONSULTING 4/1-4/30/20	\$84,520.75
Remit to: OAKLAND, CA					FYTD: \$526,965.61
EASTERN MUNICIPAL WATER DISTRICT	239510	06/01/2020	APR-20 6/01/20	WATER CHARGES	\$73,958.07
		06/01/2020	MAY-20 6/01/20	WATER CHARGES	
	239689	06/22/2020	JUNE-20 6/22/20	WATER CHARGES	\$93,692.78
		06/22/2020	MAY-20 6/22/20	WATER CHARGES	
	239747	06/29/2020	MAY-20 6/29/20	WATER CHARGES	\$98,899.28
		06/29/2020	JUNE-20 6/29/20	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$2,044,770.90

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	28186	06/22/2020	40-431B-05	WA# 40-431B-PHELAN DEVELOPMENT	\$426,148.99
		06/22/2020	40-425B-06	WA# 40-425B-BOULDER RIDGE STREETLIGHTS	
		06/22/2020	MFT-2020-43990	METER FEES-TEMPORARY	
		06/22/2020	MFP-2020-43990	METER FEES-REGULAR	
		06/22/2020	40-501-2005	WA# 40-501-ACQUIRED SCE STREETLIGHT MAINT.	
		06/22/2020	40-451A-02	WA# 40-451A-EUCALYPTUS AVE LINE EXTENSION	
		06/22/2020	40-450A-01	WA# 40-450-HIGHLAND FAIRVIEW CORPORATE PARK-PHASE 2	
		06/22/2020	40-449A-02	WA# 40-449A-MERITAGE HOMES LEGACY PARK	
		06/22/2020	40-448A-03	WA# 40-448A-DAVIS ST-6 STREETLIGHTS	
		06/22/2020	40-447A-04	WA# 40-447A-MVU ANNEX BUILDING	
		06/22/2020	40-373B-04	WA# 40-373B-CACTUS COMMERCE, LP	
		06/22/2020	40-443B-01	WA# 40-443B-KIA DEALERSHIP	
		06/22/2020	40-436B-06	WA# 40-436B-BOULDER RIDGE STREETLIGHTS-PHASE 2 & 3	
		06/22/2020	40-409B-08	WA# 40-409B-MVU STREETLIGHT RE-NUMBERING	
		06/22/2020	40-401B-07	WA# 40-401B-DAY STREET LINE EXTENSION	
		06/22/2020	40-410B-02	WA# 40-410B-VILLA ANNETTE APT HOMES	
		06/22/2020	40-423-05	WA# 40-423-AMAZON SOLAR 1.75 MW	
		06/22/2020	0402-MF-02394	SOLAR SYSTEM INSPECTION	
		06/22/2020	MVU-2020-43987	DISTRIBUTION CHARGES 4/23-5/25/20	
		06/22/2020	40-429B-05	WA# 40-429B-MORENO VALLEY STORAGE	
	06/22/2020	0402-MF-02395	SOLAR SYSTEM INSPECTION		
	06/22/2020	40-434B-04	WA# 40-434B-CENTERPOINTE COMMERCE CTR		
	06/22/2020	40-443A-08	WA# 40-443A-KIA DEALERSHIP		
	06/22/2020	40-412B-04	WA# 40-412B-OLD 215 FRONTAGE ROAD		

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)

Remit to: ANAHEIM, CA

FYTD: \$5,448,461.70



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

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>
ENGIE SERVICES U.S. INC.	28138	06/15/2020	90009150	SOLAR CARPORT & EV CHARGING STATION-ANNEX	\$217,075.00
Remit to: LOS ANGELES, CA					FYTD: \$221,899.00
EXELON GENERATION COMPANY, LLC	28091	06/08/2020	MVEU-00092A	POWER PURCHASE 5/1-5/31/20	\$368,864.80
Remit to: BALTIMORE, MD					FYTD: \$6,363,991.60
FERREIRA CONSTRUCTION CO. INC.	28092	06/08/2020	5277008	DYNAMIC TRAVELER ALERT MESSAGE BOARDS VARIOUS LOCATIONS	\$421,322.62
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,936,764.66
GRAVES & KING, LLP	28252	06/29/2020	2004-0010335-02	LEGAL SERVICES-CLAIM MV1940 (S. MARTIN)	\$27,106.87
		06/29/2020	2003-0010328-01	LEGAL SERVICES-CLAIM MV2009 (D. MARIANO)	
		06/29/2020	2004-0010107-01	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	
		06/29/2020	2004-0010227-02	LEGAL SERVICES-CLAIM MV1908 (S. LATTIMORE)	
		06/29/2020	2004-0010328-02	LEGAL SERVICES-CLAIM MV2009 (D. MARIANO)	
Remit to: RIVERSIDE, CA					FYTD: \$177,267.95

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



**City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020**

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>
GREENTECH LANDSCAPE, INC.	28050	06/01/2020	47685	LANDSCAPE MAINT-ZONE E7	\$27,171.70
		06/01/2020	47877	LANDSCAPE MAINT-ZONE E7	
		06/01/2020	47702	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
		06/01/2020	47885	LANDSCAPE MAINT-ZONE 01 & 01A	
		06/01/2020	47684	LANDSCAPE MAINT-ZONE 08	
		06/01/2020	47837	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
		06/01/2020	47683	LANDSCAPE MAINT-ZONE 01	
		06/15/2020	47838	LANDSCAPE MAINT-PARKS	
06/15/2020	48008	LANDSCAPE MAINT-PARKS			
06/15/2020	47645	LANDSCAPE MAINT-PARKS			
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$338,406.84
HITACHI VANTARA LLC	28254	06/29/2020	7280043	6 CAMERAS/DISTRICT MALL	\$34,546.61
Remit to: SANTA CLARA, CA					<u>FYTD:</u> \$219,549.35
HORIZONS CONSTRUCTION COMPANY INTERNATIONAL INC.	28096	06/08/2020	2	MV AMPHITHEATER-PROGRESS PAYMENT #2	\$602,529.33
Remit to: ORANGE, CA					<u>FYTD:</u> \$903,394.33
HOT LINE CONSTRUCTION, INC	28097	06/08/2020	87685	DAY STREET LINE EXTENSION PROJECT-PAY APPLICATION #4	\$458,477.72
Remit to: IRVING, TX					<u>FYTD:</u> \$2,716,389.16
HYUNDAI OF MORENO VALLEY	239750	06/29/2020	YR ENDING JUL-20	YEAR 2 SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$60,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$127,000.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



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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>
IBUILD SPECTRUM INC.	28052	06/01/2020	IBS-100-02	IRIS PLAZA LIBRARY PROJECT-PAY APP #2	\$220,400.00
	28145	06/15/2020	IBS-100-03	IRIS PLAZA LIBRARY PROJECT-PAY APP #3	\$127,086.25
	28256	06/29/2020	IBS-100-04	IRIS PLAZA LIBRARY PROJECT-PAY APP #4	\$130,482.50
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$639,825.00
LIBRARY SYSTEMS & SERVICES, LLC	28100	06/08/2020	INV3027	LIBRARY CONTRACT SVCS & MATERIALS-MAIN & MALL-JUNE 2020	\$157,897.90
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$1,894,774.80

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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>
MARIPOSA LANDSCAPES, INC.	28057	06/01/2020	88729	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-APR20	
		06/01/2020	88720	LANDSCAPE MAINT.-ANIMAL SHELTER-APR20	
		06/01/2020	88714	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-APR20	
		06/01/2020	88713	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-APR20	
		06/01/2020	88712	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-APR20	
		06/01/2020	88716	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-APR20	
		06/01/2020	88717	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-APR20	
		06/01/2020	88902R	LANDSCAPE EXTRA WORK-APR20-ZONE 02/REPAIR MAIN LINE/IRRIG. VALVE	
		06/01/2020	88710	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-APR20	
		06/01/2020	88721	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-APR20	
		06/01/2020	88727	LANDSCAPE MAINT.-SENIOR CENTER-APR20	
		06/01/2020	88558	LANDSCAPE EXTRA WORK-MAR20-NPDES WQB/PLANTS INSTALLATION	
		06/01/2020	88711	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-APR20	
		06/01/2020	88903R	LANDSCAPE EXTRA WORK-APR20-NPDES WQB/IRRIGATION REPAIRS	
		06/01/2020	88718	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-APR20	
		06/01/2020	88719	LANDSCAPE MAINT.-AQUEDUCT/SCE AND OLD LAKE DRIVE-APR20	
		06/01/2020	88715	LANDSCAPE MAINT.-NORTH AQUEDUCT-APR20	
		06/01/2020	88726	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-APR20	
		06/01/2020	88834	LANDSCAPE MAINT.-NPDES WQB-APR. 2020	
		06/01/2020	88733	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-APR20	
		06/01/2020	88723	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-APR20	
		06/01/2020	88731	LANDSCAPE MAINT.-ANNEX 1-APR20	

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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MARIPOSA LANDSCAPES, INC.	28057	06/01/2020	88725	LANDSCAPE MAINT.-LIBRARY-APR20	\$27,928.48
		06/01/2020	88732	LANDSCAPE MAINT.-VETERANS MEMORIAL-APR20	
		06/01/2020	88722	LANDSCAPE MAINT.-CITY YARD-APR20	
		06/01/2020	88730	LANDSCAPE MAINT.-CITY HALL-APR20	
	28262	06/29/2020	89163	LANDSCAPE MAINT.-SD LMD ZONE 02-MAY 2020	\$45,178.70
		06/29/2020	89218	LANDSCAPE EXTRA WORK-MAY20-ZONE 02/INSTALL 15 BACKFLOW CAGES	
		06/29/2020	89220R	LANDSCAPE EXTRA WORK-MAY20-ZONE 02/REPAIR BROKEN MAIN LINE-AREA2	
		06/29/2020	89119	LANDSCAPE MAINT.-NPDES WQB-MAY 2020	
		06/29/2020	89226	LANDSCAPE EXTRA WORK-MAY20-NPDES WQB/IRRIGATION REPAIRS	
Remit to: IRWINDALE, CA					FYTD: \$516,343.76
MERCHANTS BUILDING MAINTENANCE, LLC.	28199	06/22/2020	585627	COVID-19 DISINFECTANT CLEANING SUPPLIES - HAND SANITIZERS	\$64,384.24
		06/22/2020	585407	JANITORIAL SERVICES-APR. 2020	
		06/22/2020	585494	JANITORIAL SERVICES-MAY 2020	
		06/22/2020	583939	COVID-19 DISINFECTANT CLEANING SERVICES-EMPLOYMENT RESOURCE CTR.	
		06/22/2020	583938	COVID-19 DISINFECTANT CLEANING SERVICES-CITY HALL	
Remit to: MONTEREY PARK, CA					FYTD: \$430,226.33

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MERCHANTS LANDSCAPE SERVICES INC	28059	06/01/2020	55953	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-APR20	\$31,264.76
		06/01/2020	56029	IRRIGATION REPAIRS-ZONE 04-APR. 2020	
	28200	06/22/2020	56108	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-MAY20	\$32,760.64
		06/22/2020	56028	IRRIGATION REPAIRS-ZONE 03-APR. 2020	
Remit to: MONTEREY PARK, CA					FYTD: \$569,985.12
MICHAEL BAKER INTERNATIONAL, INC	28201	06/22/2020	1084838	STATE ROUTE 60/WLC INTERCHANGE	\$359,463.72
Remit to: LOS ANGELES, CA					FYTD: \$975,221.54
MIG, INC.	239697	06/22/2020	0062186	CONSULTING-ENGAGE MOVAL/OUTRCH TLBOX-DISADV. COMMUNITIES NOV2019	\$29,793.75
		06/22/2020	0063068	CONSULTING-ENGAGE MOVAL/OUTRCH TLBOX-DISADV. COMMUNITIES DEC2019	
		06/22/2020	0061919	CONSULTING-ENGAGE MOVAL/OUTRCH TLBOX-DISADV. COMMUNITIES OCT2019	
Remit to: BERKELEY, CA					FYTD: \$73,668.06
MORENO VALLEY GATEWAY, LLC.	239585	06/08/2020	REIMBURSE5/21/20	REIMBURSEMENT MV GATEWAY INFRASTRUCTURE	\$104,100.00
Remit to: NEWPORT BEACH, CA					FYTD: \$104,100.00
MORENO VALLEY UTILITY	239615	06/15/2020	JUN-20 6/15/20	ELECTRICITY CHARGES	\$69,635.08
Remit to: HEMET, CA					FYTD: \$1,006,477.40

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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>
MOST DEPENDABLE FOUNTAINS, INC	239616	06/15/2020	INV59997	DRINKING FOUNTAIN REPLACEMENTS AT CFD PARKS	\$25,489.73
Remit to: ARLINGTON, TN					FYTD: \$32,622.48
NEXTERA ENERGY	239617	06/15/2020	562440	RENEWABLE ENERGY-MV UTILITY-MAR 2020	\$40,123.05
	239698	06/22/2020	571340C	CREDIT MEMO FOR OVERPAYMENT DUE TO REVISION OF FEB. 2020 INVOICE	\$52,677.41
		06/22/2020	571340	RENEWABLE ENERGY-MV UTILITY-MAY 2020	
Remit to: JUNO BEACH, FL					FYTD: \$468,432.47
NIXON-EGLI EQUIPMENT COMPANY, INC.	239618	06/15/2020	E00785	PURCHASE OF ASPHALT EQUIPMENT-HAMM ASPHALT ROLLER & LEEBOY PAVER	\$245,200.03
Remit to: ONTARIO, CA					FYTD: \$245,200.03
NPG CORPORATION	28105	06/08/2020	1118825	PHASE 1 ADA PARKING LOT IMPROVEMENT PROJECT-PUBLIC SAFETY BLDG	\$61,643.60
Remit to: PERRIS, CA					FYTD: \$158,182.60
ONYX PAVING COMPANY, INC	28204	06/22/2020	20.110R	CDBG FY19/20 - ONYX PAVING COMPANY RETENTION	\$72,251.79
Remit to: ANAHEIM, CA					FYTD: \$1,445,035.72
PARSONS TRANSPORTATION GROUP, INC.	28206	06/22/2020	2006A005	STATE ROUTE 60 MORENO BEACH PHASE 2 INTERCHANGE	\$166,332.96
Remit to: IRVINE, CA					FYTD: \$1,459,265.01

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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>
PROLOGIS, L.P.	239588	06/08/2020	116593	REFUND EROSION CONTROL SECURITY DEPOSIT-PEN16-0003	\$80,513.75
	239589	06/08/2020	119521	REFUND GRADING & EROSION CONTROL SECURITY DEPOSIT-PEN16-0004	\$44,837.40
Remit to: ONTARIO, CA					<u>FYTD:</u> \$125,351.15
RE ASTORIA 2 LLC	28209	06/22/2020	00045	RENEWABLE ENERGY-MV UTILITY-MAY 2020	\$41,760.23
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$444,874.14
ROBERTSON'S READY MIX LTD	28213	06/22/2020	FY 19/20 PAYMENT	SALES TAX REIMBURSEMENT PER APPROVED DEPT. OF FINANCE RECOGNIZED OBLIGATION PAYMENT SCHEDULE	\$355,796.00
Remit to: CORONA, CA					<u>FYTD:</u> \$355,796.00
SALVATION ARMY	28062	06/01/2020	INVOICE 1	HOMELESS ASSISTANCE PROGRAM - FY 2019-2020	\$60,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$151,323.10
SOFTWARE ONE, INC / FORMERLY COMPUCOM	28111	06/08/2020	US-PSI-920497	2020 MICROSOFT 3RD ANNUAL ENTERPRISE AGREEMENT PAYMENT & TRUE-UP	\$132,172.48
Remit to: WAUKESHA, WI					<u>FYTD:</u> \$166,786.81

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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	239521	06/01/2020	7501139499	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-APR20	\$42,936.05	
		06/01/2020	7501139518	WDAT CHARGES-MVU/GRAHAM ST.-APR20		
		06/01/2020	7501139519	WDAT CHARGES-MVU/GLOBE ST.-APR20		
		06/01/2020	7501139521	WDAT CHARGES-MVU/FREDERICK ST.-APR20		
		06/01/2020	7501139522	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-APR20		
	239621		06/01/2020	7501139525	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-APR20	\$105,429.36
			06/01/2020	7501139520	WDAT CHARGES-MVU/NANDINA AVE.-APR20	
			06/01/2020	7501139517	WDAT CHARGES-MVU/IRIS AVE.-APR20	
			06/15/2020	026-1608/MAY-20	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	
			06/15/2020	717-8456/MAY-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	
			06/15/2020	MAY-20 6/15/20	ELECTRICITY CHARGES	
			06/15/2020	721-3449/MAY-20	IFA CHARGES-SUBSTATION	
			06/15/2020	587-9520/MAY-20	ELECTRICITY-FERC CHARGES/MVU	
	239760		06/15/2020	717-8027/MAY-20	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS	\$49,920.52
			06/15/2020	729-6522/MAY-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS	
06/15/2020			707-6081/MAY-20	ELECTRICITY CHARGES		
06/15/2020			717-7516/MAY-20	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS		
06/29/2020			7501144404	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-MAY20		
06/29/2020			7501144407	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-MAY20		
06/29/2020			7501144381	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-MAY20		
06/29/2020	7501144399	WDAT CHARGES-MVU/IRIS AVE.-MAY20				
06/29/2020	7501144400	WDAT CHARGES-MVU/GRAHAM ST.-MAY20				
06/29/2020	7501144401	WDAT CHARGES-MVU/GLOBE ST.-MAY20				
06/29/2020	7501144402	WDAT CHARGES-MVU/NANDINA AVE.-MAY20				
06/29/2020	7501144403	WDAT CHARGES-MVU/FREDERICK AVE.-MAY20				

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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>
Remit to: ROSEMEAD, CA					FYTD: \$2,448,894.27
TENASKA ENERGY, INC	28066	06/01/2020	MOREN00202005210	ELECTRICITY POWER PURCHASE-MV UTILITY	\$48,952.10
	28219	06/22/2020	MOREN00202006190	ELECTRICITY POWER PURCHASE-MV UTILITY	\$388,928.46
Remit to: ARLINGTON, TX					FYTD: \$6,376,702.26
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	28067	06/01/2020	202006	JUNE 2020 RETIREE MEDICAL BENEFIT BILLING	\$39,953.73
Remit to: TEMECULA, CA					FYTD: \$564,831.51
TKE ENGINEERING INC	239767	06/29/2020	2020-338	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-APR. 2020	\$123,179.68
		06/29/2020	2020-328	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-MAR. 2020	
		06/29/2020	2020-325	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-FEB. 2020	
		06/29/2020	2020-319	CONSULTANT PLAN CHECK SERVICES-TRACT 36708 CENTURY COMMUN. PROJ.	
		06/29/2020	2020-317	AMPHITHEATER PROJECT MANAGEMENT SERVICES-JAN. 2020	
		06/29/2020	2019-1224	CONSULTANT PLAN CHECK SERVICES-TRACT 36708 CENTURY COMMUN. PROJ.	
		06/29/2020	2020-370	AMPHITHEATER PROJECT CONSTRUCTION MANAGEMENT SERVICES-MAY 2020	
Remit to: RIVERSIDE, CA					FYTD: \$175,962.18
U.S. BANK/CALCARDS	28070	06/01/2020	05-27-20	MAY 2020 CALCARD ACTIVITY	\$250,448.40
Remit to: ST. LOUIS, MO					FYTD: \$3,213,365.39

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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>
WASTE MANAGEMENT	239708	06/22/2020	061120	SOLID WASTE DELINQUENCIES PASS THRU, LESS FRANCHISE FEES	\$941,448.89
Remit to: CORONA, CA					<u>FYTD:</u> \$2,002,935.66
WELLS FARGO CORPORATE TRUST	28286	06/15/2020	W200602	DEBT SERVICE-CFD NO. 87-1 2007, TOWNGATE, CFD NO. 5	\$511,025.87
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$10,363,200.27
WEST COAST ARBORISTS, INC.	28076	06/01/2020	158424	TREE TRIMMING/REMOVAL SERVICES-PARKS TREE MAINT. PROGRAM	\$29,971.95
		06/01/2020	159191-A	TREE TRIMMING/REMOVAL SERVICES-PARKS TREE MAINT. PROGRAM	
		06/01/2020	159190-A	TREE TRIMMING SERVICES-PARKS TREE MAINT. PROGRAM	
		06/01/2020	159069	TREE TRIMMING SERVICES - ZONE 05	
		06/01/2020	159068	TREE TRIMMING/REMOVAL SERVICES - ZONE 03	
		06/01/2020	158712	TREE TRIMMING SERVICES - ZONE M	
		06/01/2020	159067	TREE TRIMMING/REMOVAL SERVICES - ZONE 04	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$292,404.70

TOTAL AMOUNTS OF \$25,000 OR GREATER					\$18,438,435.66
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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>
AAC UTILITY PARTNERS, LLC	28082	06/08/2020	MVUS200522	CONSULTING SVCS-MV UTILITY	\$23,700.00
	28233	06/29/2020	MVUS200623	CONSULTING SVCS-MV UTILITY	\$18,700.00
Remit to: COLUMBIA, SC					FYTD: \$204,600.00
AARVIG AND ASSOCIATES, APC	239740	06/29/2020	35227	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	\$780.50
		06/29/2020	34972	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	
Remit to: REDLANDS, CA					FYTD: \$28,345.01
ABILITY COUNTS, INC	28120	06/15/2020	ACI115460	LANDSCAPE MAINT-CFD #1-FEB 2020	\$4,130.00
		06/15/2020	ACI115515	LANDSCAPE MAINT-CFD #1-MAR 2020	
Remit to: CORONA, CA					FYTD: \$24,780.00
ABREGO, DARLENE	239628	06/15/2020	2001883.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
ACOSTA, ELSA	239710	06/22/2020	2001859.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
ACREY, BETTY	239773	06/29/2020	2001825.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$38.10
ADLERHORST INTERNATIONAL LLC	28234	06/29/2020	104819	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) MAY 2020	\$525.00
Remit to: RIVERSIDE, CA					FYTD: \$11,729.49
ADMINSURE	28035	06/01/2020	13293	WORKERS' COMP CLAIM ADMIN-JUNE 2020	\$2,232.00
Remit to: ONTARIO, CA					FYTD: \$26,883.00
ADVANCED ELECTRIC INC.	28083	06/08/2020	12679	ELECTRICAL REPAIRS-COMMUNITY REC. CENTER	\$762.00
Remit to: MORENO VALLEY, CA					FYTD: \$12,796.92

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
AEI-CASC ENGINEERING	28235	06/29/2020	0042230	PLAN CHECK SVCS-PWQMP	\$2,531.25
Remit to: COLTON, CA					FYTD: \$37,119.25
AIR EXCHANGE INC	28036	06/01/2020	91602232	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$664.28
	239685	06/15/2020	91602336	PLYMOVENT MAINT & REPAIR-FIRE STATIONS	\$267.40
Remit to: FAIRFIELD, CA					FYTD: \$19,522.99
ALDANA, ELIZABETH	239629	06/15/2020	2001903.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
ALFONSO LOZANO DBA OUR PLACE RESTAURANT	239507	06/01/2020	WEEK 1-SR. EATS	SENIOR EATS PROGRAM 5/18-5/22/20	\$3,825.00
	239551	06/08/2020	WEEK 2-SR. EATS	SENIOR EATS PROGRAM 5/25-5/29/20	\$3,825.00
	239599	06/15/2020	WEEK 3-SR. EATS	SENIOR EATS PROGRAM 6/1-6/5/20	\$3,825.00
	239687	06/22/2020	WEEK 4-SR. EATS	SENIOR EATS PROGRAM 6/8-6/12/20	\$3,825.00
	239741	06/29/2020	WEEK 5-SR. EATS	SENIOR EATS PROGRAM 6/15-6/19/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$19,125.00
ALLIED STORAGE CONTAINERS	239552	06/08/2020	R20063007	20' STORAGE BIN RENTAL 6/1-6/30/20	\$70.04
Remit to: COLTON, CA					FYTD: \$840.48
ALZHEIMER'S LOS ANGELES	239576	06/08/2020	2001817.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: LOS ANGELES, CA					FYTD: \$500.00
AMATO, ANDREA	239631	06/15/2020	R20-148420	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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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>
AMERICAN FORENSIC NURSES	28084	06/08/2020	73430	PHLEBOTOMY SVCS	\$55.00
	28121	06/15/2020	73417	PHLEBOTOMY SVCS	\$935.00
	28236	06/29/2020	73447	PHLEBOTOMY SVCS	\$1,245.00
Remit to: LA QUINTA, CA					FYTD: \$25,685.00
AMTECH ELEVATOR SERVICES	28178	06/22/2020	DVB05046220	ELEVATOR ROUTINE MAINT-EOC-FEB 2020	\$1,475.00
		06/22/2020	DVB05046520	ELEVATOR ROUTINE MAINT-EOC-MAY 2020	
		06/22/2020	DVB05046420	ELEVATOR ROUTINE MAINT-EOC-APR 2020	
		06/22/2020	DVB05046320	ELEVATOR ROUTINE MAINT-EOC-MAR2020	
		06/22/2020	DVB05044220	ELEVATOR ROUTINE MAINT-CITY HALL-FEB 2020	
		06/22/2020	DVB05044320	ELEVATOR ROUTINE MAINT-CITY HALL-MAR 2020	
		06/22/2020	DVB05046620	ELEVATOR ROUTINE MAINT-EOC-JUNE 2020	
		06/22/2020	DVB05044620	ELEVATOR ROUTINE MAINT-CITY HALL-JUNE 2020	
		06/22/2020	DVB05044420	ELEVATOR ROUTINE MAINT-CITY HALL-APR 2020	
		06/22/2020	DVB05044520	ELEVATOR ROUTINE MAINT-CITY HALL-MAY 2020	
Remit to: PASADENA, CA					FYTD: \$6,425.00
ANIMAL EMERGENCY CLINIC, INC.	28122	06/15/2020	APR 2020	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$160.00
Remit to: GRAND TERRACE, CA					FYTD: \$5,357.00
APPLE ONE EMPLOYMENT SERVICES	28179	06/22/2020	S8306418	TECHNICAL SPECIALIST-5/23/20 (I. DRUMMOND)	\$792.60
Remit to: GLENDALE, CA					FYTD: \$4,315.96
ARANDA, FLORENCE	239711	06/22/2020	R20-148823	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSING	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00
ARC DOCUMENT SOLUTIONS, LLC	28123	06/15/2020	10646969	PRINTING SERVICES-CONF & REC. CTR.	\$144.91
Remit to: COSTA MESA, CA					FYTD: \$1,815.21

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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>
ARCHITERRA DESIGN GROUP	28085	06/08/2020	26807	MV AMPHITHEATER-EXTRA SERVICE 2/14/20	\$1,500.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$285,893.67
AREVALO , VANESSA	239712	06/22/2020	2001857.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
ARROYO, LIZETH	239774	06/29/2020	2001942.047	REFUND - MUSIC STAR GUITAR	\$49.00
Remit to: MORENO VALLEY, CA					FYTD: \$49.00
AVANT GARDE	28180	06/22/2020	6215	HOME HABITAT FOR HUMANITY-MAY 2020	\$1,190.00
		06/22/2020	6216	CDBG HABITAT FOR HUMANITY-MAY 2020	
		06/22/2020	6214	HOME MANAGEMENT PROGRAM-MAY 2020	
Remit to: POMONA, CA					FYTD: \$17,150.00
AVERY, DESIREE	239775	06/29/2020	2001828.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$38.10
AYSO	239577	06/08/2020	2001810.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$138.00
	239578	06/08/2020	2001803.047	REFUND PERMIT CHARGES	\$18.00
Remit to: MORENO VALLEY, CA					FYTD: \$156.00
BANH, WILSON	239776	06/29/2020	R20-148515	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: CYPRESS, CA					FYTD: \$20.00
BARRIOS, TONY	239713	06/22/2020	2001851.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
BARTHA, BRIGITTA	28039	06/01/2020	MAY 2020	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$826.85
Remit to: SUN CITY, CA					FYTD: \$1,364.49

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BERNAL, NORMA	239632	06/15/2020	2001871.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
BETTENCOURT, MONICA	239633	06/15/2020	2001905.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
BILL, ANGELINA	239634	06/15/2020	2001925.047	RENTAL REFUND BALANCE	\$19.50
Remit to: MORENO VALLEY, CA					FYTD: \$19.50
BIO-TOX LABORATORIES	239508	06/01/2020	37226	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$4,939.00
		06/01/2020	39596	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		06/01/2020	39659	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		06/01/2020	39645	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		06/01/2020	39595	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
	239742	06/29/2020	39775	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$3,946.00
		06/29/2020	39719	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		06/29/2020	39718	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					FYTD: \$64,721.00
BISSON, JOSEPH	239529	06/01/2020	R20-147749	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
BLANCO, ERIKA	239635	06/15/2020	2001897.047	REFUND - TBALL PEE WEE	\$77.30
Remit to: MORENO VALLEY, CA					FYTD: \$77.30

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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>
BMW MOTORCYCLES OF RIVERSIDE	28086	06/08/2020	6024560	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,256.68
		06/08/2020	6024561	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	28124	06/15/2020	6024682	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,864.11
		06/15/2020	6024681	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	28238	06/29/2020	6024752	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$1,959.20
		06/29/2020	6024714	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$269,158.80
BOB MURRAY & ASSOCIATES	239553	06/08/2020	8596	EXECUTIVE SEARCH-MV UTILITY	\$1,285.00
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$66,512.65
BONGCO, TIMOTHY	239777	06/29/2020	R20-147750	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$95.00
BONLAJOR DBA DUKE SERVICE COMPANY	28125	06/15/2020	345042	COFFEE MAKER REPAIR-FIRE STATION	\$197.75
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$197.75

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BOX SPRINGS MUTUAL WATER COMPANY	239554	06/08/2020	80-4 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$397.04
		06/08/2020	45-4 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	189-13 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	204-9 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	1088-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	36-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	1084-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	1087-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	195-5 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	1085-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	331-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		06/08/2020	721-1 5/28/20	WATER USAGE-TOWNGATE MAY 2020	
		06/08/2020	1086-1 5/28/20	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	

Remit to: MORENO VALLEY, CA

FYTD: \$4,963.38

BOYD, BRIANA	239636	06/15/2020	2001904.047	REFUND - TBALL PEE WEE	\$67.00
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Remit to: SAN JACINTO, CA

FYTD: \$67.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BRAUN BLAISING SMITH WYNNE, P.C.	28239	06/29/2020	18940	LEGAL SERVICES-MV UTILITY-MAY 2020	\$582.78
Remit to: SACRAMENTO, CA					FYTD: \$13,466.77
BREWER, TRACY	239714	06/22/2020	2001854.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
BRIGHTVIEW LANDSCAPE SERVICES, INC.	28040	06/01/2020	6785323	LANDSCAPE MAINT-ZONE D	\$2,993.24
	28240	06/29/2020	6867995	LANDSCAPE MAINT-ZONES D	\$20,175.11
		06/29/2020	6801984	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H, LM-02A & LM 01G	
Remit to: PASADENA, CA					FYTD: \$489,245.30
BRON INC.	239579	06/08/2020	126881	REFUND-OVERPAYMENT FORECLOSURE PROGRAM	\$412.00
Remit to: TEMECULA, CA					FYTD: \$812.00
BUI, KHANH	239530	06/01/2020	R20-148250	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSE	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00
BURKE, WILLIAMS & SORENSEN, LLP.	239737	06/22/2020	253463	LEGAL SERVICES-MARCH 2020	\$9,007.50
Remit to: LOS ANGELES, CA					FYTD: \$9,007.50
CALABRESE, DARIO	28126	06/15/2020	114	UNMANNED AIRCRAFT TRAINING-LE BASIC PACKAGE-R. SAYLES & P. LYNCH	\$2,500.00
		06/15/2020	115	UNMANNED AIRCRAFT TRAINING-NIGHT TRAINING-R. SAYLES & P. LYNCH	
Remit to: TEMECULA, CA					FYTD: \$2,500.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
CALDWELL, KAMRYN	239531	06/01/2020	MV4160205003	REFUND-PARKING CONTROL FEES-OVERPAYMENT	\$72.00
Remit to: HIGHLAND, CA					FYTD: \$72.00
CALIFORNIA MUNICIPAL UTILITIES ASSOC.	239600	06/15/2020	19-0541	FY 20/21 ANNUAL MEMBERSHIP DUES	\$12,962.00
Remit to: SACRAMENTO, CA					FYTD: \$38,545.92
CALIFORNIA UTILITIES EMERGENCY ASSOCIATION	239601	06/15/2020	2021064	CUEA ANNUAL DUES FY 20/21	\$500.00
Remit to: RANCHO CORDOVA, CA					FYTD: \$500.00
CALIFORNIA WATERSHED ENGINEERING CORP.	28241	06/29/2020	20180	PLAN CHECK SVCS-PWQMP-MAY 2020	\$1,980.00
Remit to: FULLERTON, CA					FYTD: \$38,663.91
CAMERON-DANIEL, P.C.	28182	06/22/2020	1142	LEGAL SERVICES-MV UTILITY	\$3,294.50
Remit to: ROSEVILLE, CA					FYTD: \$51,295.00
CANN, EDWIN	239637	06/15/2020	2001867.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
CANNON CORPORATION DBA PENCO	28183	06/22/2020	70873	808 0026 SOUTH LASSELLE SAFETY CORRIDOR	\$3,201.13
		06/22/2020	71762	808 0026 SOUTH LASSELLE SAFETY CORRIDOR	
Remit to: SAN LUIS OBISPO, CA					FYTD: \$40,202.58

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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>
CARBAJAL, LEILANI	239638	06/15/2020	2001876.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239778	06/29/2020	2001835.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$32.38
	239779	06/29/2020	2001836.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$133.28
CARBAJAL, LEILLANI	239715	06/22/2020	2001860.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
CARDENAS, GERARDO	239780	06/29/2020	R20-146906	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: REDLANDS, CA					FYTD: \$75.00
CARPENTER, DENNIS	239532	06/01/2020	R20-147981	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: SOLVANG, CA					FYTD: \$20.00
CEMEX	239509	06/01/2020	9441862462	MIXED CONCRETE MATERIALS	\$614.52
Remit to: PASADENA, CA					FYTD: \$17,381.04
CENTER AGAINST SEXUAL ASSAULT SOUTHWEST RIVERSIDE	28041	06/01/2020	713	SEXUAL ASSAULT RESPONSE SVCS	\$1,200.00
Remit to: HEMET, CA					FYTD: \$6,000.00
CHARLES ABBOTT ASSOCIATES, INC	28242	06/29/2020	61159	CONSULTING SVCS-NPDES/SWMP-MAY 2020	\$22,395.00
		06/29/2020	61158	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
Remit to: MISSION VIEJO, CA					FYTD: \$371,360.25
CHAVIRA, ANGEL	239716	06/22/2020	2001941.047	REFUND BALANCE -	\$169.00
Remit to: MORENO VALLEY, CA					FYTD: \$253.50

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CITYGOVAPP, INC.	239743	06/29/2020	1353	ACP MOBILE APP FOR HAZARD ABATEMENT PROGRAM 4/25/20-4/25/21	\$8,268.00
Remit to: BERKELEY, CA					FYTD: \$17,736.00
CIVIC SOLUTIONS, INC	28042	06/01/2020	043020	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$1,742.10
	28128	06/15/2020	053120	PLANNING ENTITLEMENT AND PLAN CHECK SVCS-MAY 2020	\$330.52
Remit to: MISSION VIEJO, CA					FYTD: \$117,793.80
CLEARY, DEBORA	239639	06/15/2020	R20-148441	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSE	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
COLLEGE COMPASS	239580	06/08/2020	2001821.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: ANAHEIM, CA					FYTD: \$1,000.00
CONTRERAS, LETICIA	239717	06/22/2020	2001939.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
CORODATA MEDIA STORAGE INC.	28129	06/15/2020	DS1293636	OFF-SITE MEDIA STORAGE-MAY 2019	\$385.28
Remit to: LOS ANGELES, CA					FYTD: \$5,532.58
CORODATA RECORDS MANAGEMENT, INC.	28130	06/15/2020	RS4600993	RECORDS STORAGE-MAY 2020	\$1,540.09
Remit to: POWAY, CA					FYTD: \$3,746.00
COSTAR REALTY INFORMATION, INC	239686	06/15/2020	111486926-1	COMMERCIAL REAL ESTATE DATABASE SVC-JUNE 2020	\$1,500.62
Remit to: CHICAGO, IL					FYTD: \$18,007.44

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COUNSELING TEAM, THE	239602	06/15/2020	76476	EMPLOYEE ASSISTANCE PROGRAM-MAY 2020	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$23,160.00
COUNTRY SQUIRE MOBILE ESTATES	239640	06/15/2020	Country Squire M	REFUND OF UTILITY USER TAX FOR JANUARY 2020 - APRIL 2020	\$62.98
Remit to: ONTARIO, CA					FYTD: \$62.98
COUNTY OF RIVERSIDE	28043	06/01/2020	IT0000003960	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,726.40
	239603	06/15/2020	20-104807	RECORDATION DOCUMENT-2020-0139511 & 512	\$58.00
	239604	06/15/2020	20-109440	RECORDATION DOCUMENT-2020-0146362	\$96.00
		06/15/2020	20-138338	RECORDATION DOCUMENT-2020-0188041	
		06/15/2020	20-42818	RECORDATION DOCUMENT-2020-0057296	
	239744	06/29/2020	20-187918	RECORDATION DOCUMENT	\$42.50
Remit to: RIVERSIDE, CA					FYTD: \$318,432.08
COUNTY OF RIVERSIDE 1	239745	06/29/2020	PU0000005002	JANITORIAL SUPPLIES-POLICE STATION-APR 2020	\$3,649.38
		06/29/2020	PU0000005003	JANITORIAL SUPPLIES-POLICE STATION-MAY 2020	
Remit to: RIVERSIDE, CA					FYTD: \$12,721.97
COUNTY OF RIVERSIDE SHERIFF	28088	06/08/2020	SH0000037427	CDBG POP OVERTIME-MVPD	\$1,951.53
Remit to: RIVERSIDE, CA					FYTD: \$42,536,714.55
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	239746	06/29/2020	MAY-2020	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$14,643.25
Remit to: RIVERSIDE, CA					FYTD: \$460,553.96
COURT, CHRISTIAN	239781	06/29/2020	2001946.047	REFUND - PICNIC SHELTER - CELEBRATION PARK	\$211.30
Remit to: MORENO VALLEY, CA					FYTD: \$211.30

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COVINGTON & BURLING LLP	28089	06/08/2020	60897187	LEGAL SERVICES	\$6,968.50
Remit to: WASHINGTON, DC					FYTD: \$61,630.00
CSG CONSULTANTS, INC.	28132	06/15/2020	B200232-REV.1	PLAN CHECK SVCS-FEB 2020	\$7,177.50
Remit to: FOSTER CITY, CA					FYTD: \$167,675.37
CULVER COMPANY LLC	28244	06/29/2020	55951	PROMOTIONAL ITEMS	\$502.03
Remit to: SALISBURY, MA					FYTD: \$1,269.37
CURRY, DONALD	239641	06/15/2020	2001869.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
D&D SERVICES DBA D&D DISPOSAL, INC.	239605	06/15/2020	74607	DECEASED ANIMAL REMOVAL-MAY 2020	\$745.00
Remit to: VALENCIA, CA					FYTD: \$8,940.00
DARLING, CINDY	239533	06/01/2020	R20-147958	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: BLUE JAY, CA					FYTD: \$95.00
DATA TICKET, INC.	28090	06/08/2020	113098	PARKING CITATION PROCESSING-CODE- APRIL 2020	\$6,013.92
		06/08/2020	113098HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-APR 2020	
	28133	06/15/2020	112523	ADMIN CITATION PROCESSING-ANIMAL SVCS-APR 2020	\$282.14
	28245	06/29/2020	113447	ADMIN CITATION PROCESSING-PD-MAY 2020	\$1,932.15
		06/29/2020	111509	ADMIN CITATION PROCESSING-BLDG & SAFETY-MAR 2020	
Remit to: IRVINE, CA					FYTD: \$256,393.15
DDL TRAFFIC INC.	28134	06/15/2020	6925	OPTICOM TRAFFIC SIGNAL EQUIPMENT	\$3,174.32
	28246	06/29/2020	7033	OPTICOM TRAFFIC SIGNAL EQUIPMENT	\$964.36
Remit to: CHINO HILLS, CA					FYTD: \$12,186.31

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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>
DE LA CRUZ, EDEN	239581	06/08/2020	2001815.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
DE MARTI, CARINA	239534	06/01/2020	R20-148211	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$20.00
DEBINAIRE COMPANY	239688	06/22/2020	M218972	BOILER MAINT-CONF & REC CTR	\$705.00
		06/22/2020	M218851	BOILER MAINT-ANIMAL SHELTER	
		06/22/2020	M218854	BOILER MAINT-EMERGENCY OP'S CTR	
		06/22/2020	M218852	BOILER MAINT-CITY HALL	
		06/22/2020	M218855	BOILER MAINT-PUBLIC SAFETY	
Remit to: CORONA, CA					<u>FYTD:</u> \$5,905.00
DELTACARE USA	28045	06/01/2020	BE003928766	EMPLOYEE DENTAL INSURANCE-HMO	\$4,752.75
Remit to: DALLAS, TX					<u>FYTD:</u> \$67,723.51
DISH DBS CORPORATION	239606	06/15/2020	86557282/JUNE20	SATELLITE TV-FIRE STATION 99-5/31-6/30/20	\$106.05
Remit to: PALATINE, IL					<u>FYTD:</u> \$1,298.70
DOMINGUEZ, MONIQUE	239642	06/15/2020	2001902.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00
DONAWA, ELOISA	239643	06/15/2020	2001916.047	RENTAL REFUND BALANCE	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00
DROUALT, ZACHARY	239535	06/01/2020	R20-146709	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$95.00

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DUECK, KARA	239536	06/01/2020	R20-147969	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: APTOS, CA					FYTD: \$95.00
E.R. BLOCK PLUMBING & HEATING, INC.	28136	06/15/2020	131190	BACKFLOW DEVICE TEST-UTILITY FIELD OFFICE	\$25.00
	28247	06/29/2020	131785	BACKFLOW DEVICE TEST-CFD 2014-01 LM-01H	\$2,467.83
		06/29/2020	131789	BACKFLOW DEVICE TEST-ZONE NPDES	
		06/29/2020	131788	BACKFLOW DEVICE TEST-ZONE D	
		06/29/2020	131786	BACKFLOW DEVICE TEST-ZONE D	
		06/29/2020	131784	BACKFLOW DEVICE TEST-ZONE D	
		06/29/2020	131790	BACKFLOW DEVICE TEST-ZONE E-7	
		06/29/2020	131787	BACKFLOW DEVICE TEST-ZONE NPDES	
Remit to: RIVERSIDE, CA					FYTD: \$29,292.50
EASTER SEALS OF SOUTHERN CA, INC	239582	06/08/2020	2001812.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$113.60
Remit to: IRVINE, CA					FYTD: \$213.60
EASTERN MUNICIPAL WATER DISTRICT	239556	06/08/2020	MAY-20 6/08/20	WATER CHARGES	\$7,357.93
		06/08/2020	APR-20 6/08/20	WATER CHARGES	
	239607	06/15/2020	MAY-20 6/15/20	WATER CHARGES	\$1,100.97
Remit to: LOS ANGELES, CA					FYTD: \$2,044,770.90
ECORP CONSULTING, INC.	28185	06/22/2020	90393	MORENO STORM DRAIN LINE H-2	\$296.25
		06/22/2020	87838	MORENO STORM DRAIN LINE H-2	
Remit to: ROCKLIN, CA					FYTD: \$1,374.44

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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>
EDGEMONT COMMUNITY SERVICES DISTRICT	239557	06/08/2020	20-05	FY19/20 LIGHTING USER FEES-APN 291-191-029	\$161.92
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$982.52
EDWARDS, KAREN	239718	06/22/2020	R20-146817	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
EMERGENT BATTERY TECHNOLOGIES, INC.	28047	06/01/2020	36597	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,858.50
	28248	06/29/2020	36786	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,858.50
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$32,617.65
EMPIRE MOWER	239608	06/15/2020	7742	TREE TRIMMING EQUIPMENT REPAIR	\$270.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,696.39
ENCO UTILITY SERVICES MORENO VALLEY LLC	28137	06/15/2020	0402-MF-02391	SOLAR SYSTEM INSPECTION	\$705.00
		06/15/2020	0402-MF-02392	SOLAR SYSTEM INSPECTION	
		06/15/2020	0402-MF-02393	SOLAR SYSTEM INSPECTION	
	28249	06/29/2020	C20-10	IRIS AVE AND OLIVER ST.-VEHICLE HIT STREETLIGHT	\$18,607.23
		06/29/2020	0402-MF-02396	SOLAR SYSTEM INSPECTION	
		06/29/2020	C20-13A	LASSELLE ST.-VEHICLE HIT STREETLIGHT	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$5,448,461.70
ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	28048	06/01/2020	393780	TRAFFIC PAINT SUPPLIES	\$1,315.63
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$44,630.42

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ESPINO-SALCEDO, GRACE	239738	06/22/2020	REIMB.-5/18/20	REIMBURSE COST OF YELLOW BELT TRAINING & CERTIFICATION	\$149.00
Remit to: MORENO VALLEY, CA					FYTD: \$149.00
EVANS ENGRAVING & AWARDS	28049	06/01/2020	52620-22	RETIREMENT PLAQUE-E. LEWIS	\$43.10
Remit to: BANNING, CA					FYTD: \$461.19
EWING IRRIGATION PRODUCTS	239748	06/29/2020	9367898	CALSENSE CONTROLLER UPGRADE FOR CONF & REC. CTR AND AMPHITHEATER	\$14,349.05
Remit to: PHOENIX, AZ					FYTD: \$45,730.49
EXCLUSIVE TOWING	239511	06/01/2020	19-06123	VEHICLE STORAGE FEES	\$272.50
Remit to: RIVERSIDE, CA					FYTD: \$5,444.75
FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.	28139	06/15/2020	APR-20 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	\$3,650.81
	28250	06/15/2020	APR-20 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
		06/29/2020	MAY-20 (FH)	FAIR HOUSING DISCRIMINATION SVCS-CDBG	\$4,693.59
		06/29/2020	MAY-20 (LT)	LANDLORD/TENANT MEDIATION SVCS-CDBG	
Remit to: RIVERSIDE, CA					FYTD: \$63,093.53
FAST SIGNS	239609	06/15/2020	70-41006	REVINYL PEN19-0146 FOR PEN15-0154	\$1,862.00
		06/15/2020	70-41003	FABRICATION AND INSTALLATION-PROJ PEN19-0154	
		06/15/2020	70-41002	FABRICATION AND INSTALLATION-PROJ PEN20-0012	
		06/15/2020	70-41005	REVINYL SIGN-PAA1919-0006 FOR PEN20-0012	
	239690	06/22/2020	70-41033	FABRICATION AND INSTALLATION-WLC-PROJ PEN20-0018	\$2,294.71
Remit to: MORENO VALLEY, CA					FYTD: \$6,874.31

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FEHR & PEERS	28251	06/29/2020	138511	SSARP - CITYWIDE PED SAFETY STUDY	\$2,227.91
	239548	06/01/2020	137737	SSARP - CITYWIDE PED SAFETY STUDY	\$870.78
Remit to: WALNUT CREEK, CA					FYTD: \$60,623.53
FERREIRA CONSTRUCTION CO. INC.	28187	06/22/2020	527709	DYNAMIC TRAVELER ALERT MESSAGE BOARDS - VARIOUS LOCATIONS	\$8,712.88
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,936,764.66
FIELDMAN, ROLAPP & ASSOC.	239749	06/29/2020	25339	BOND TEAM RFP PREPARATION AND REVIEW 5/19-5/22/20	\$615.50
Remit to: IRVINE, CA					FYTD: \$4,155.50
FILLIPIS, DESIRAE	239644	06/15/2020	R20-147829	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MURRIETA, CA					FYTD: \$95.00
FIRST AMERICAN DATA TREE, LLC	239558	06/08/2020	20027760520	ONLINE SOFTWARE SUBSCRIPTION-MAY 2020	\$99.00
Remit to: PASADENA, CA					FYTD: \$1,188.00

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FIRST CHOICE SERVICES	28093	06/08/2020	670537	WATER PURIF UNIT RENTAL-FIRE STATION 6	\$527.85
		06/08/2020	670529	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		06/08/2020	670538	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		06/08/2020	670530	WATER PURIF UNIT RENTAL-ANNEX 1	
		06/08/2020	670534	WATER PURIF UNIT RENTAL-CITY YARD	
		06/08/2020	670531	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		06/08/2020	670532	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		06/08/2020	670539	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		06/08/2020	670540	WATER PURIF UNIT RENTAL-FIRE STATION 65	
		06/08/2020	670542	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		06/08/2020	670546	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		06/08/2020	670545	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		06/08/2020	670544	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		06/08/2020	670536	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		06/08/2020	670543	WATER PURIF UNIT RENTAL-LIBRARY	
		06/08/2020	670533	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		06/08/2020	670541	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		06/08/2020	670535	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
Remit to: ONTARIO, CA					FYTD: \$6,334.20
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	28188	06/22/2020	7002Z183-S-20157	BACKBONE COMMUNICATIONS SERVICE 6/5/20-7/4/20	\$3,573.21
Remit to: ROCHESTER, NY					FYTD: \$41,243.51
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	239691	06/22/2020	081095-5/JUNE20	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.60
Remit to: CINCINNATI, OH					FYTD: \$5,020.16

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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>
FUEL PROS, INC	28189	06/22/2020	0000049534	FUEL TANK REPAIR-FIRE STATION 65	\$791.69
Remit to: CHINO, CA					<u>FYTD:</u> \$19,801.27
G/M BUSINESS INTERIORS, INC.	28140	06/15/2020	0260604-IN	OFFICE CHAIR-CITY HALL	\$687.32
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$93,568.85
GALLEGOS, TINA M.	239692	06/22/2020	SPRING 2020	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$257.11
Remit to: PERRIS, CA					<u>FYTD:</u> \$887.64
GARCIA , ROXANNA	239782	06/29/2020	2001830.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$49.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$49.50
GARCIA HERNANDEZ SAWHNEY, LLP	28141	06/15/2020	13861	LEGAL SERVICES	\$16,627.30
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$36,701.44
GARCIA, ANTHONY	239645	06/15/2020	2001937.047	RENTAL REFUND BALANCE	\$77.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.30
GARCIA-PEREZ, MARTHA	239783	06/29/2020	2001837.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
	239784	06/29/2020	2001853.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
GOMEZ, AARON	239646	06/15/2020	2001846.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10225	\$62.80
	239785	06/29/2020	2001827.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
GOMEZ, CONNIE	239647	06/15/2020	2001901.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00

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GONZALES, SARA	239648	06/15/2020	2001865.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
GRANADOS, JULIA	239583	06/08/2020	R20-147833	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SUN CITY, CA					FYTD: \$75.00
GREENTECH LANDSCAPE, INC.	28190	06/22/2020	48007	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$9,205.65
	28253	06/29/2020	48056	LANDSCAPE MAINT-ZONES 01, 01A, & E7	\$558.48
Remit to: LOS ANGELES, CA					FYTD: \$338,406.84
GRID ALTERNATIVES	28094	06/08/2020	ARI0006947	CDBG 19/20 SOLAR ENERGY ASSISTANCE PROGRAM-MARCH 2020	\$13,458.71
Remit to: OAKLAND, CA					FYTD: \$55,530.35
GROGAN, LOUISE	239786	06/29/2020	2001947.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
GUILFORD, THERESA	239649	06/15/2020	2001896.047	REFUND - TBALL PEE WEE	\$77.30
Remit to: MORENO VALLEY, CA					FYTD: \$77.30
GUTIERREZ, YXSTIAN	239575	06/08/2020	1/22 - 1/25/20	TRAVEL REIMB.-MEALS, TRANSP., PARKING, ETC-MAYOR'S WINTER CONF.	\$290.34
Remit to: MORENO VALLEY, CA					FYTD: \$1,143.91
HABITAT RESTORATION SCIENCES, INC	28095	06/08/2020	10878	DETENTION BASIN MAINT SVC-APRIL 2020	\$1,874.00
Remit to: VISTA, CA					FYTD: \$20,641.00

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HAMILTON, BARBARA	239537	06/01/2020	R20-148163	ANIMAL SERVICES REFUND-OVER CHARGED FOR OWNER SURRENDER	\$15.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$15.00
HAROLD, BENNIE	239787	06/29/2020	2001842.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
	239788	06/29/2020	2001862.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
HARVIN JR, MICHAEL	239538	06/01/2020	R20-146491	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
HASCO HEATING AIR CONDITIONING SERVICE COMPANY	28051	06/01/2020	93811	HVAC PM & REPAIR-ANIMAL SHELTER	\$3,855.02
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$68,317.09
HERNANDEZ, SILVANA	239789	06/29/2020	2001838.047	MISCELLANEOUS SERVICES	\$38.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$38.10
HLP, INC.	28143	06/15/2020	18116	WEB LICENCE MONTHLY SVC FEE	\$149.80
Remit to: LITTLETON, CO					<u>FYTD:</u> \$32,778.20
HOLLER, KACIE	239539	06/01/2020	R20-147840	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: CORONA, CA					<u>FYTD:</u> \$95.00
HOLMAN, JENA	239719	06/22/2020	2001855.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.80

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HR GREEN PACIFIC INC.	28144	06/15/2020	134081	PLAN CHECK SVCS-MAR 2020	\$10,381.73
		06/15/2020	132891	PLAN CHECK SVCS-JAN 2020	
	28255	06/29/2020	134924	PLAN CHECK SVCS-PEN17-0163/LMP18-0005	\$9,989.50
		06/29/2020	135558	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		06/29/2020	135557	PLAN CHECK SVCS-WQMP-THRU 5/22/20	
		06/29/2020	134919	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		06/29/2020	134925	PLAN CHECK SVCS-WQMP-THRU 4/30/20	
Remit to: DES MOINES, IA					FYTD: \$223,844.23
HUGHES NETWORK SYSTEMS, LLC	239610	06/15/2020	B1-360757716	INTERNET SVCS 5/30-6/30/20	\$92.34
Remit to: CHICAGO, IL					FYTD: \$1,108.08
INFINITY INSURANCE COMPANY	239693	06/22/2020	SETTLEMENT	LIABILITY CLAIM SETTLEMENT-MV2038-J. HARDEMAN	\$5,031.97
Remit to: PALM DESERT, CA					FYTD: \$5,031.97
INLAND EMPIRE MAGAZINE	239559	06/08/2020	INV47485	AD PLACEMENT-APRIL 2020	\$2,195.00
Remit to: RIVERSIDE, CA					FYTD: \$2,195.00
INLAND EMPIRE PROPERTY SERVICE, INC	28053	06/01/2020	20112	WEED ABATEMENT SVCS-APN 291-191-007 TO 013, 025 TO 029	\$3,254.00
Remit to: MORENO VALLEY, CA					FYTD: \$237,396.32
INLAND FOUNDATION ENGINEERING, INC	28146	06/15/2020	18386	DAY STREET LINE EXTENSION PROJECT-FEB 2020	\$24,142.75
		06/15/2020	18392	DAY STREET LINE EXTENSION PROJECT-MARCH 2020	
		06/15/2020	18397	DAY STREET LINE EXTENSION PROJECT-APRIL 2020	
Remit to: SAN JACINTO, CA					FYTD: \$40,314.63

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INLAND OVERHEAD DOOR COMPANY	28054	06/01/2020	45300	GATE REPAIR	\$542.00
		06/01/2020	45325	ROLL UP DOOR REPAIR-FIRE STATION 6	
		06/01/2020	45301	GATE REPAIR-PUBLIC SAFETY BUILDING	
		06/01/2020	45262	ROLL UP DOOR REPAIR-FIRE STATION 99	
	28192	06/22/2020	45408	ROLL UP DOOR REPAIR-FIRE STATION 65	\$6,225.75
		06/22/2020	45308	ROLL UP DOOR REPAIR-CITY YARD	
		06/22/2020	45296	ROLL UP DOOR REPAIR-FIRE STATION 91	
Remit to: COLTON, CA					FYTD: \$54,577.38
INSIDE PLANTS, INC.	28055	06/01/2020	79970	INSIDE PLANT MAINT SVC-JUNE 2020	\$137.00
Remit to: CORONA, CA					FYTD: \$1,644.00
IRIS PARTNERS, LLC	28257	06/29/2020	JULY 2020	LEASE PAYMENT-LIBRARY-JULY 2020	\$11,666.67
Remit to: UPLAND, CA					FYTD: \$53,794.80
IRVING, CHRISTEN	239584	06/08/2020	2001820.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$206.20
Remit to: MORENO VALLEY, CA					FYTD: \$206.20
J & R CONCRETE, INC	239751	06/29/2020	70942	REPLACEMENT PULL BOXES AND LIDS	\$683.94
Remit to: PERRIS, CA					FYTD: \$683.94
JIMENEZ, JESSICA	239650	06/15/2020	2001874.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239720	06/22/2020	2001858.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$53.38
Remit to: MORENO VALLEY, CA					FYTD: \$116.18

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
JITTERZ GOURMET COFFEE	28098	06/08/2020	MAY 29, 2020	SENIOR EATS PROGRAM-5/25-5/29/20	\$3,825.00
	28147	06/15/2020	JUNE 5, 2020	SENIOR EATS PROGRAM-6/01-6/05/20	\$3,960.00
	28193	06/22/2020	JUNE 12, 2020	SENIOR EATS PROGRAM-6/08-6/12/20	\$4,050.00
	28258	06/29/2020	JUNE 19, 2020	SENIOR EATS PROGRAM-6/15-6/19/20	\$4,050.00
	239550	06/01/2020	MAY 22, 2020	SENIOR EATS PROGRAM-5/18-5/22/20	\$3,780.00
Remit to: REDLANDS, CA					FYTD: \$19,665.00
JTB SUPPLY CO., INC.	28194	06/22/2020	107494	TRAFFIC SIGNAL MAINT SUPPLIES	\$8,285.98
	28259	06/29/2020	107546	TRAFFIC SIGNAL MAINT SUPPLIES	\$2,443.60
Remit to: ORANGE, CA					FYTD: \$125,793.45
JVS RESTAURANTS DBA LOS ZAPATAS MEXICAN RESTAURANT	28056	06/01/2020	MAY 22, 2020	SENIOR EATS PROGRAM-5/18-5/22/20	\$3,825.00
	28099	06/08/2020	MAY 29, 2020	SENIOR EATS PROGRAM-5/25-5/29/20	\$3,825.00
	28148	06/15/2020	JUNE 5, 2020	SENIOR EATS PROGRAM-6/01-6/05/20	\$3,825.00
	28195	06/22/2020	JUNE 12, 2020	SENIOR EATS PROGRAM-6/08-6/12/20	\$3,825.00
	28260	06/29/2020	JUNE 19, 2020	SENIOR EATS PROGRAM-6/15-6/19/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$19,125.00
KONICA MINOLTA BUSINESS SOLUTIONS, USA	28149	06/15/2020	9006827934	COPIER USAGE-MAY 2020	\$1,462.37
		06/15/2020	35647596	COPIER LEASE-CITY CLERK	
	28196	06/22/2020	35484338	COPIER LEASE-CITY WIDE	\$9,665.10
Remit to: PASADENA, CA					FYTD: \$113,680.15
LA TORRE, FRANCESCA	239790	06/29/2020	2001824.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: RIVERSIDE, CA					FYTD: \$38.10

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LANG, BRITTNEY	239721	06/22/2020	2001863.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
LARSON, NORMA	239651	06/15/2020	R20-147533	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
LASSERRE, KRISTEN	239652	06/15/2020	2001889.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	239560	06/08/2020	2499	LEAGUE DIVISION MEETING 3/9/20	\$160.00
Remit to: SACRAMENTO, CA					FYTD: \$38,554.00
LEIVAS, INC. DBA. LEIVAS LIGHTING	28261	06/29/2020	1010477	LANDSCAPE LIGHTING MAINT-MAY 2020-ZONES M, E-7, 01, 02 & 03	\$669.70
Remit to: RIVERSIDE, CA					FYTD: \$56,122.27
LEON-ROMERO, HERLINDA	239653	06/15/2020	2001895.047	REFUND - TBALL PEE WEE	\$56.95
	239654	06/15/2020	2001894.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$123.95
LEXISNEXIS PRACTICE MANAGEMENT	28197	06/22/2020	3092663526	LEGAL RESEARCH TOOLS-MAY 2020	\$1,104.00
Remit to: CHICAGO, IL					FYTD: \$14,166.00
LILJEDAHL, STEVEN	239722	06/22/2020	R20-148827	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSING	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00

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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>
LIMOR ENTERPRISE INC DBA AUTO AIDE TOW	239598	06/08/2020	P-55933	TOW SERVICE REMOVAL-CODE	\$445.40
Remit to: CORONA, CA					<u>FYTD:</u> \$445.40
LOPEZ, LA HANNA	239655	06/15/2020	R20-148460	ANIMAL SERVICES REFUND-1 YR LICENSE-DOG RE-HOMED	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
LSA ASSOCIATES, INC.	239561	06/08/2020	172172	RANCHO VERDE PARK SITE ASSESSMENT	\$722.50
	239752	06/29/2020	172404	RANCHO VERDE PARK SITE ASSESSMENT	\$688.75
Remit to: IRVINE, CA					<u>FYTD:</u> \$4,246.65
LYONS SECURITY SERVICE, INC.	28101	06/08/2020	28031	SECURITY GUARD SVCS-CITY HALL-MAY 2020	\$4,687.68
	28150	06/15/2020	27859	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENT-MARCH 7, 2020	\$393.32
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$182,057.73
MALOY, DEANDRE	239656	06/15/2020	2001938.047	RENTAL REFUND BALANCE	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$67.00
MANDELL MUNICIPAL COUNSELING	239694	06/22/2020	APR-20	LEGAL SERVICES FOR SPECIAL FINANCING DISTRICTS	\$984.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$3,114.00
MARCH JOINT POWERS AUTHORITY	239562	06/08/2020	50052	GAS CHARGES-M.A.R.B. BUILDING 938-APR20	\$76.48
		06/08/2020	50049	GAS CHARGES-M.A.R.B. BUILDING 823-APR20	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$979.78

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MARGARITAS GRILL RESTAURANT & CATERING, LLC	239512	06/01/2020	WEEK 1-SR. EATS	SENIOR EATS PROGRAM 5/18-5/22/20	\$3,887.00
	239563	06/08/2020	WEEK 2-SR. EATS	SENIOR EATS PROGRAM 5/25-5/29/20	\$3,842.00
	239611	06/15/2020	WEEK 3-SR. EATS	SENIOR EATS PROGRAM 6/1-6/5/20	\$3,825.00
	239695	06/22/2020	WEEK 4-SR. EATS	SENIOR EATS PROGRAM 6/8-6/12/20	\$3,825.00
	239753	06/29/2020	WEEK 5-SR. EATS	SENIOR EATS PROGRAM 6/15-6/19/20	\$3,915.00
Remit to: MORENO VALLEY, CA					FYTD: \$19,294.00
MARIPOSA LANDSCAPES, INC.	28102	06/08/2020	88607	LANDSCAPE WORK-MAR2020/IRRIG. REPAIRS-LIBRARY CONSTRUCTION AREAS	\$1,935.30
	28151	06/15/2020	89178	LANDSCAPE MAINT.-MORENO BEACH ELECTRIC SUBSTATION-MAY20	\$686.04
		06/15/2020	89182	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-MAY20	
		06/15/2020	89188	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-MAY20	
Remit to: IRWINDALE, CA					FYTD: \$516,343.76
MARTINEZ, JULIO	239791	06/29/2020	R20-146968	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: FONTANA, CA					FYTD: \$95.00
MARTINEZ, MARCUS	239657	06/15/2020	2001848.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10225	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
MARTINEZ, VICTORIA	239723	06/22/2020	2001849.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80

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MASON, SAM	239612	06/15/2020	NOV-2019	INSTRUCTOR SERVICES-BOXING ICON CLASS	\$512.80
		06/15/2020	JAN-2020	INSTRUCTOR SERVICES-BOXING & MIXED MARTIAL ARTS ICON CLASSES	
		06/15/2020	DEC-2019	INSTRUCTOR SERVICES-BOXING ICON CLASS	
Remit to: MORENO VALLEY, CA					FYTD: \$2,262.40
MATICH CORPORATION	239513	06/01/2020	169443	ASPHALTIC MATERIALS	\$8,121.93
		06/01/2020	169437	ASPHALTIC MATERIALS	
	239613	06/15/2020	169568	ASPHALTIC MATERIALS	\$129.99
Remit to: HIGHLAND, CA					FYTD: \$8,251.92
MCCAIN TRAFFIC SUPPLY	239614	06/15/2020	INV0249324	TRAFFIC SIGNAL EQUIPMENT	\$2,514.68
		06/15/2020	INV0249323	TRAFFIC SIGNAL EQUIPMENT	
	239696	06/22/2020	INV0249950	TRAFFIC SIGNAL EQUIPMENT	\$20,121.98
Remit to: VISTA, CA					FYTD: \$489,121.51
MCGUFFIE, RAVANELL	239658	06/15/2020	2001847.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10225	\$62.80
	239792	06/29/2020	2001833.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$100.90
MCPAHON, JEREMY	239724	06/22/2020	R20-148798	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$68.00
Remit to: SAN DIEGO, CA					FYTD: \$68.00
MEJIA, RUBEN	239659	06/15/2020	2001912.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
MENGISTU, YESHIALEM	28198	06/22/2020	MAY-2020	MILEAGE REIMBURSEMENT	\$37.95
Remit to: MORENO VALLEY, CA					FYTD: \$1,339.16

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MERCHANTS BUILDING MAINTENANCE, LLC.	28058	06/01/2020	574661	CARPET & RECLINER CLEANING SERVICES AT ALL FIRE STATIONS	\$12,940.87
		06/01/2020	581277	COVID-19 DISINFECTANT CLEANING SERVICES-VARIOUS FACILITIES/APR20	
	28152	06/15/2020	580837	CARPET CLEANUP IN AFM BLOOM'S OFFICE	\$150.00
Remit to: MONTEREY PARK, CA					FYTD: \$430,226.33
MERCHANTS LANDSCAPE SERVICES INC	28103	06/08/2020	56030	IRRIGATION REPAIRS-ZONE E-8-APR. 2020	\$294.76
Remit to: MONTEREY PARK, CA					FYTD: \$569,985.12
MILLER SPATIAL SERVICES, LLC	28153	06/15/2020	1744	GIS SUPPORT SERVICES	\$3,680.00
Remit to: RIVERSIDE, CA					FYTD: \$12,000.00
MILLER, REESHA	239660	06/15/2020	2001879.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
MILLIMAN, ROBI	239793	06/29/2020	R20-148984	ANIMAL SERVICES REFUND-DUPLICATE LICENSE FEES PAID	\$36.00
Remit to: MORENO VALLEY, CA					FYTD: \$36.00
MIRANDA , MORAIMA	239794	06/29/2020	2001940.047	RENTAL REFUND BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
MIRELEZ, MELINDA	239725	06/22/2020	R20-148614	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: ONTARIO, CA					FYTD: \$95.00
MONTGOMERY PLUMBING INC	239514	06/01/2020	050520	EMERGENCY PLUMBING REPAIR-FIRE STATION 2	\$5,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$40,160.00

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MOORE, LINDA	239661	06/15/2020	R20-148458	ANIMAL SERVICES REFUND-LATE LICENSE FEE	\$21.00
Remit to: MORENO VALLEY, CA					FYTD: \$21.00
MOORE, MYESHA	239726	06/22/2020	R20-147771	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSING	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00
MORENO VALLEY EDUCATION FOUNDATION	239808	06/29/2020	SPONSORSHIP	MV EDUCATION FOUNDATION INSTRUMENT PURCHASE & REPAIR PROGRAM	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
MORENO VALLEY MALL HOLDING, LLC	28263	06/29/2020	JULY 2020 RENT	JULY 2020 RENT PAYMENT FOR SP. 2078-M.V. LIBRARY BRANCH	\$6,874.54
Remit to: MORENO VALLEY, CA					FYTD: \$82,494.48
MORENO VALLEY SCHOOL DISTRICT	239662	06/15/2020	JUNE 2020	REFUND-MVUSD FEEDING PROGRAM ADVERTISEMENT	\$1,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,000.00
MORENO VALLEY TOW & RADIATOR	239564	06/08/2020	20-10305	EVIDENCE TOWING FOR PD	\$450.00
		06/08/2020	10337	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$6,865.50
MOSALLAM, SUSAN	239663	06/15/2020	R20-147511	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSING	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00

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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>
MOVAL ENTERPRISES INC. DBA MARINAJ CATERING	28060	06/01/2020	WEEK 1-SR. EATS	SENIOR EATS PROGRAM 5/18-5/22/20	\$3,600.00
	28104	06/08/2020	WEEK 2-SR. EATS	SENIOR EATS PROGRAM 5/25-5/29/20	\$3,600.00
	28154	06/15/2020	WEEK 3-SR. EATS	SENIOR EATS PROGRAM 6/1-6/5/20	\$3,555.00
	28202	06/22/2020	WEEK 4-SR. EATS	SENIOR EATS PROGRAM 6/8-6/12/20	\$3,600.00
	28264	06/29/2020	WEEK 5-SR. EATS	SENIOR EATS PROGRAM 6/15-6/19/20	\$3,555.00
Remit to: MORENO VALLEY, CA					FYTD: \$17,910.00
MOVAL NORISH	239664	06/15/2020	109721	REFUND-PEN18-250	\$5,030.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,030.00
MUNOZ, NORMA	239540	06/01/2020	R20-147060	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: CORONA, CA					FYTD: \$95.00
NAYDENOVA, NINA	239541	06/01/2020	R20-147596	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: LAS VEGAS, NV					FYTD: \$95.00
NGUYEN, CLEMENT BA DUONG	28155	06/15/2020	MAR-2020	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$220.50
Remit to: BEAUMONT, CA					FYTD: \$3,777.90
NICHOLSON, PRISCILA	239665	06/15/2020	2001893.047	REFUND - TBALL PEE WEE	\$56.95
Remit to: MORENO VALLEY, CA					FYTD: \$56.95
NICHOLSON, PRISCILLA	239666	06/15/2020	2001882.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
NOBEL SYSTEMS	28156	06/15/2020	14798	GIS DATA UPDATES FOR ELECTRIC UTILITY	\$2,160.00
Remit to: SAN BERNARDINO, CA					FYTD: \$11,015.00

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NPG CORPORATION	28265	06/29/2020	1118648	RELEASE OF RETENTION FOR LIBRARY PARKING LOT ADA IMPROV. PROJECT	\$2,930.00
Remit to: PERRIS, CA					FYTD: \$158,182.60
NPG INC, DBA GOLDSTAR ASPHALT PRODUCTS	28106	06/08/2020	15441	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$8,132.97
		06/08/2020	15442	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
	28203	06/22/2020	15618	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$324.33
		06/22/2020	15625	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
		06/22/2020	15619	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	
	28266	06/29/2020	15653	ROAD AND HIGHWAY BUILDING MATERIALS-MAINT & OP'S	\$31.03
Remit to: PERRIS, CA					FYTD: \$11,040.93
OCHOA , CARMEN	239667	06/15/2020	2001845.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10225	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
ORNELAS, DENISE	239727	06/22/2020	R20-146822	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					FYTD: \$95.00
ORTIZ, MARIA	239668	06/15/2020	2001868.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239795	06/29/2020	2001832.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$100.90
OVERLAND PACIFIC & CUTLER, LLC	28205	06/22/2020	2005101	RIGHT OF WAY CONSULTING SERVICES	\$2,100.00
Remit to: LONG BEACH, CA					FYTD: \$19,489.90

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PACIFIC PRODUCTS & SERVICES, INC	239565	06/08/2020	26817	SIGN POSTS & SLEEVES	\$3,954.00
Remit to: ANAHEIM, CA					FYTD: \$27,157.96
PAINTING BY ZEB BODE	28267	06/29/2020	05222020	PAINTING OF ALL INTERIOR WALLS-RAINBOW RIDGE	\$3,272.00
Remit to: NORCO, CA					FYTD: \$22,149.00
PALMA, LUZ ADRIANA	239586	06/08/2020	2001818.047	REFUND PARTIAL BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
PARKER, SHAUNDA	239669	06/15/2020	2001866.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
PAUL'S X-RAY, INC.	239566	06/08/2020	p0527207	PURCHASE & INSTALLATION OF DRGEM GXR 32 KW CONTROL & GENERATOR	\$9,615.00
Remit to: RIVERSIDE, CA					FYTD: \$9,615.00
PAXTON, AMANDA	239728	06/22/2020	R20-148711	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: DESERT HOT SPRINGS, CA					FYTD: \$20.00
PEDEVILL, MIKE	239729	06/22/2020	R20-147350	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN DIMAS, CA					FYTD: \$95.00
PEDLEY SQUARE VETERINARY CLINIC	28157	06/15/2020	MAY-2020	VETERINARY SERVICES-MV ANIMAL SHELTER	\$5,774.50
Remit to: RIVERSIDE, CA					FYTD: \$142,720.04

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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>
PEPE'S TOWING	239754	06/29/2020	70768	EVIDENCE TOWING FOR PD	\$2,912.50
		06/29/2020	88232	EVIDENCE TOWING FOR PD	
		06/29/2020	90201	EVIDENCE TOWING FOR PD	
		06/29/2020	92563	EVIDENCE TOWING FOR PD	
		06/29/2020	92553	EVIDENCE TOWING FOR PD	
		06/29/2020	90234	EVIDENCE TOWING FOR PD	
		06/29/2020	70767	EVIDENCE TOWING FOR PD	
Remit to: MORENO VALLEY, CA					FYTD: \$8,488.50
PERCEPTIVE ENTERPRISES, INC.	28158	06/15/2020	3620	PROFESSIONAL DBE CONSULTING SERVICES	\$4,140.00
Remit to: LOS ANGELES, CA					FYTD: \$30,465.00
PGI - PACIFIC GRAPHICS, INC	28207	06/22/2020	42714	PRINTING & MAILING SERVICES-CSD PUBLIC HEARING NOTICES	\$2,432.32
Remit to: INDUSTRY, CA					FYTD: \$5,570.46
PHILLIPS, MICHELLE	239587	06/08/2020	2001813.047	RENTAL REFUND BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50
PIERCE, MARRIAN	239542	06/01/2020	MAY 2020	REFUND-SHELTER-COVID-19	\$43.30
Remit to: MORENO VALLEY, CA					FYTD: \$43.30
PORTER , REGINA	239730	06/22/2020	2001852.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$53.38
Remit to: MORENO VALLEY, CA					FYTD: \$53.38
PORTER, REGINA	239670	06/15/2020	2001870.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80

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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>
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	239515	06/01/2020	0011382017	PUBLIC HEARING NOTICE ADVERTISING-EN20-0035_20200412	\$473.00
	239619	06/15/2020	0011387114	PUBLIC HEARING NOTICE ADVERTISING	\$629.53
		06/15/2020	0011387121	PUBLIC HEARING NOTICE ADVERTISING	
	239699	06/22/2020	0011389109	PUBLIC HEARING NOTICE ADVERTISING-PEN19-0150, 0151 & 0152 PC	\$972.00
		06/22/2020	0011388856	PUBLIC HEARING NOTICE ADVERTISING	
		06/22/2020	0011388852	PUBLIC HEARING NOTICE ADVERTISING-NOI FOR TTM-66 LOT MAPJD	
Remit to: COLORADO SPRINGS, CO					<u>FYTD:</u> \$8,886.83
PROJECT ENERGY SAVERS, LLC	239755	06/29/2020	20-339	PROMO ITEM FOR GIVEAWAY - ENERGY SAVING BRANADANA	\$2,478.25
Remit to: BROOKLYN, NY					<u>FYTD:</u> \$3,186.70
PROMENTORY PARK HOMEOWNERS ASSOCIATION	239590	06/08/2020	2001808.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$125.00
Remit to: CORONA, CA					<u>FYTD:</u> \$125.00
PROMENTORY POINTE HOMEOWNERS ASSOCIATION	239591	06/08/2020	2001809.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$125.00
Remit to: CORONA, CA					<u>FYTD:</u> \$125.00

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PRUDENTIAL OVERALL SUPPLY	28107	06/08/2020	22996603	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		06/08/2020	22989769	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/08/2020	22989770	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/08/2020	22996590	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/08/2020	22993197	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/08/2020	22989767	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/08/2020	22993203	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		06/08/2020	22996601	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		06/08/2020	22996597	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		06/08/2020	22996598	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		06/08/2020	22993205	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		06/08/2020	22996600	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		06/08/2020	22996599	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		06/08/2020	22993199	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/08/2020	22996594	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/08/2020	22993200	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/08/2020	22993204	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		06/08/2020	22996596	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		06/08/2020	22996595	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	28107	06/08/2020	22996593	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	\$435.43
		06/08/2020	22996592	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/08/2020	22996602	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
	28159	06/08/2020	22993209	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	\$393.86
		06/15/2020	23000070	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		06/15/2020	22993202	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		06/15/2020	22993206	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		06/15/2020	22993207	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		06/15/2020	23000069	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		06/15/2020	22996591	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		06/15/2020	22993208	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL MAINT. STAFF	
		06/15/2020	22993198	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		06/15/2020	23000071	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		06/15/2020	22993201	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/15/2020	23000075	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
06/15/2020	22989768	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF			
06/15/2020	22993210	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF			

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PRUDENTIAL OVERALL SUPPLY	28208	06/22/2020	22917716	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	\$413.26
		06/22/2020	23003548	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/22/2020	23000064	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		06/22/2020	22917721	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		06/22/2020	23000063	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/22/2020	22917726	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		06/22/2020	23000066	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/22/2020	23007031	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		06/22/2020	22917719	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/22/2020	23000065	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/22/2020	23007030	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/22/2020	23003553	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		06/22/2020	23003549	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/22/2020	23003547	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		06/22/2020	23003546	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/22/2020	23007033	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/22/2020	22917720	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		06/22/2020	23007032	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	

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PRUDENTIAL OVERALL SUPPLY	28208	06/22/2020	22917722	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$413.26
		06/22/2020	23003552	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	

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PRUDENTIAL OVERALL SUPPLY	28268	06/29/2020	23000072	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		06/29/2020	23000073	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		06/29/2020	23000076	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		06/29/2020	23003550	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/29/2020	23000074	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		06/29/2020	23010537	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		06/29/2020	22917723	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		06/29/2020	22917727	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		06/29/2020	23003555	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		06/29/2020	23003558	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		06/29/2020	23010534	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		06/29/2020	23003556	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		06/29/2020	23000067	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		06/29/2020	23003557	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		06/29/2020	23003554	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		06/29/2020	23003551	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		06/29/2020	23010531	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		06/29/2020	23010538	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		06/29/2020	23010533	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		06/29/2020	23007037	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
06/29/2020	23007036	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF			

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PRUDENTIAL OVERALL SUPPLY	28268	06/29/2020	23003559	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	\$548.39
		06/29/2020	23000068	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
Remit to: RIVERSIDE, CA					FYTD: \$19,489.39
PVP COMMUNICATIONS, INC.	28108	06/08/2020	127587	MOTOR HELMET & ACCESSORIES FOR TRAFFIC OFFICER	\$690.42
Remit to: TORRANCE, CA					FYTD: \$4,539.22
QUINTANA, JASMIN	239671	06/15/2020	2001913.047	REFUND - TBALL PEE WEE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
RANCHO BELAGO DANCE COMPANY	28061	06/01/2020	FEB-2020	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,148.80
		06/01/2020	JUL-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	OCT-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	DEC-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	AUG-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	JAN-2020	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	NOV-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
		06/01/2020	SEP-2019	INSTRUCTOR SERVICES-DANCE CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$1,222.40
RCCD FOUNDATION	239756	06/29/2020	SPONSORSHIP	SPONSORSHIP-MV COLLEGE PROMISE INITIATIVE	\$400.00
Remit to: RIVERSIDE, CA					FYTD: \$52,400.00
READY REFRESH BY NESTLE	28269	06/29/2020	00F0035449180	BOTTLED WATER COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	\$4.28
		06/29/2020	00F0035449420	BOTTLED WATER COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$650.87

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REGIONAL GOVERNMENT SERVICES AUTHORITY	28270	06/29/2020	11074	PROFESSIONAL CONSULTANT SERVICES-HUMAN RESOURCES/MAY 2020	\$531.25
Remit to: CARMEL VALLEY, CA					FYTD: \$7,593.75
RETA, KELLY	239592	06/08/2020	2001823.047	RENTAL REFUND BALANCE	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
REYES-ABARCA, KENIA	239543	06/01/2020	R20-147071	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: SAN BERNARDINO, CA					FYTD: \$95.00
RICK ENGINEERING COMPANY	28210	06/22/2020	75061	CITYWIDE PVMT REHAB PROG (FY18/19)	\$1,427.50
Remit to: RIVERSIDE, CA					FYTD: \$32,144.18
RIGEL PRODUCTS & SERVICE	28160	06/15/2020	3897	PIONJAR MOTORIZED JACK HAMMER PARTS	\$319.85
Remit to: CRESTLINE, CA					FYTD: \$1,467.39
RIGHTWAY SITE SERVICES, INC.	239516	06/01/2020	263427	PORTABLE RESTROOM AND WASH STATIONS RENTALS AT POLICE STATION	\$689.45
	239620	06/15/2020	264314	PORTABLE RESTROOMS RENTAL-MARCH MIDDLE SCHOOL	\$1,841.51
		06/15/2020	264486	PORTABLE RESTROOM AND WASH STATIONS RENTALS AT POLICE STATION	
		06/15/2020	263972	PORTABLE RESTROOMS/WASH STATIONS FOR CRC-FARMERS MARKET/COVID-19	
		06/15/2020	263608	PORTABLE RESTROOMS RENTAL-EQUESTRIAN CENTER	
		06/15/2020	263607	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	
	239700	06/22/2020	264766	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	\$206.30
Remit to: LAKE ELSINORE, CA					FYTD: \$23,471.02

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RIVERSIDE AREA RAPE CRISIS CENTER	28211	06/22/2020	FEBRUARY2020-08	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	\$2,921.24
		06/22/2020	MARCH2020-09	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	
		06/22/2020	APRIL2020-10	CDBG SUBGRANTEE PAYMENT-CHILD ABUSE PREVENTION PROGRAM	
Remit to: RIVERSIDE, CA					FYTD: \$14,387.09
RIVERSIDE COUNTY FLOOD CONTROL & WATER, CONSERVATION DIST.	239567	06/08/2020	FC18147 RCFC-WCD	DIRECT PAY-RCFC&WCD 801 0077 PERMIT FEES	\$1,694.78
		06/08/2020	FC18139 RCFC-WCD	DIRECT PAY-RCFC&WCD 801 0077 PERMIT FEES	
	239757	06/29/2020	FC18174 RCFC-WCD	DIRECT PAY-RCFC&WCD 801 0077 PERMIT FEES	\$1,856.34
Remit to: RIVERSIDE, CA					FYTD: \$5,625.07
RIVERSIDE MEDICAL CLINIC	28212	06/22/2020	700000183 06/09	EMPLOYMENT PHYSICALS/DRUG SCREENINGS	\$1,519.00
Remit to: RIVERSIDE, CA					FYTD: \$14,996.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	28161	06/15/2020	1152	SART EXAMS BILLING FOR PD - MAY 2020	\$2,400.00
Remit to: MORENO VALLEY, CA					FYTD: \$34,400.00
ROADPOST USA INC DBA BLUECOSMO	28237	06/29/2020	BU01226958	SATELLITE PHONE SERVICE PLAN-FIRE	\$548.00
Remit to: SEATTLE, WA					FYTD: \$5,502.00
RODRIGUEZ, JESSICA	239796	06/29/2020	2001829.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$38.10

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ROGERS, ANDERSON, MALODY & SCOTT, LLP	239739	06/22/2020	63573	AUDIT SERVICES FOR FY ENDING 6/30/20 - MAY 2020 BILLING	\$11,100.00
Remit to: SAN BERNARDINO, CA					FYTD: \$11,100.00
ROMERO, MELISA	239672	06/15/2020	2001880.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
ROTH, SUSAN	239544	06/01/2020	R20-148115	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
RSG, INC	28214	06/22/2020	I006199	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES- MAY 2020	\$3,173.75
Remit to: IRVINE, CA					FYTD: \$26,527.00
RUFFIN, LATERRA	239593	06/08/2020	2001816.047	MISCELLANEOUS SERVICES	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$248.00
SABRE LIGHTING AND SIGNS	239517	06/01/2020	7393	DEPOSIT/TAXES FOR IRIS PLAZA M.V. PUBLIC LIBRARY BRANCH SIGN	\$6,680.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,680.00
SAFEWAY SIGN CO.	28215	06/22/2020	50164	TRAFFIC SIGNS/HARDWARE	\$672.36
Remit to: ADELANTO, CA					FYTD: \$51,151.12

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SALVATION ARMY	28216	06/22/2020	16/FEB20_ESG1819	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	\$5,794.01
	28271	06/29/2020	1 / FEB-MAR 2020	CDBG SUBGRANTEE PAYMENT-INTERIM ASSIST./HOMELESS TO WORK PROGRAM	\$2,123.10
		06/29/2020	2 / MAR-APR 2020	CDBG SUBGRANTEE PAYMENT-INTERIM ASSIST./HOMELESS TO WORK PROGRAM	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$151,323.10
SANCHEZ, ASHLEY	239797	06/29/2020	2001907.047	REFUND - TBALL PEE WEE	\$67.00
	239798	06/29/2020	2001891.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$134.00
SANTILLAN, CRYSTAL	239673	06/15/2020	2001873.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62.80
SAUNDERS, ASA	239674	06/15/2020	2001881.047	REFUND - TBALL JUNIOR	\$77.30
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$77.30
SCHULER, TONY	239545	06/01/2020	R20-148298	ANIMAL SERVICES REFUND-LICENSE RENEWAL NOT DUE UNTIL NOVEMBER	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
SCMAF - INLAND VALLEY	239758	06/29/2020	8211	INSURANCE FOR CONTRACT INSTRUCTORS-FEB 2020 CLASSES	\$355.30
Remit to: EL MONTE, CA					<u>FYTD:</u> \$4,387.10
SEARLE CREATIVE GROUP, LLC	28272	06/29/2020	20219	WEBSITE HOSTING & MAINTENANCE-MAY 2020	\$1,692.50
Remit to: VENTURA, CA					<u>FYTD:</u> \$6,311.50

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SECTRAN SECURITY, INC	239518	06/01/2020	20050934	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-MAY 2020	\$546.02
	239701	06/22/2020	20060943	ARMORED CAR DEPOSIT TRANSPORTATION SERVICES-JUN. 2020	\$543.62
Remit to: LOS ANGELES, CA					FYTD: \$6,594.65
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	239549	06/01/2020	BRS-0019340	RISK MANAGEMENT CONSULTING SERVICES-FEB. 2020	\$9,240.00
		06/01/2020	BRS-0019341	RISK MANAGEMENT CONSULTING SERVICES-MAR. 2020	
		06/01/2020	BRS-0019342	RISK MANAGEMENT CONSULTING SERVICES-APR. 2020	
		06/01/2020	BRS-0019339	RISK MANAGEMENT CONSULTING SERVICES-JAN. 2020	
Remit to: MEMPHIS, TN					FYTD: \$9,240.00
SIGNS BY TOMORROW	28109	06/08/2020	25007	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$1,518.75
		06/08/2020	25009	UPDATE & INSTALLATION OF 4 PUBLIC HEARING SIGNS	
Remit to: MURRIETA, CA					FYTD: \$10,023.75
SKY PUBLISHING	28273	06/29/2020	20-3_053	1/2 PAGE SHOP MOVAL AD-YOUR VILLA MAGAZINE/2020 ISSUE 3	\$2,400.00
		06/29/2020	20-4_004	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT. PUBLIC SERVICE MESSAGE	
Remit to: MORENO VALLEY, CA					FYTD: \$19,250.00
SNAER, SUKYRA	239594	06/08/2020	2001819.047	RENTAL REFUND BALANCE	\$84.50
Remit to: MORENO VALLEY, CA					FYTD: \$84.50

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SNST ENTERPRISE INC. DBA OISHII SUSHI AND TERIYAKI	28063	06/01/2020	WEEK 1-SR. EATS	SENIOR EATS PROGRAM 5/18-5/22/20	\$3,825.00
	28110	06/08/2020	WEEK 2-SR. EATS	SENIOR EATS PROGRAM 5/25-5/29/20	\$3,825.00
	28162	06/15/2020	WEEK 3-SR. EATS	SENIOR EATS PROGRAM 6/1-6/5/20	\$3,735.00
	28217	06/22/2020	WEEK 4-SR. EATS	SENIOR EATS PROGRAM 6/8-6/12/20	\$3,600.00
	28274	06/29/2020	WEEK 5-SR. EATS	SENIOR EATS PROGRAM 6/15-6/19/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$18,585.00
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	239519	06/01/2020	3643820	AQMD "HOTSPOTS" PROGRAM FEES-FIRE STATION 99	\$1,093.54
		06/01/2020	3649542	EMISSIONS FEE INVOICE-CITY YARD	
		06/01/2020	3647225	ANNUAL RENEWAL FEES-CITY YARD	
		06/01/2020	3643856	AQMD "HOTSPOTS" PROGRAM FEE-CONF. & REC CTR.	
		06/01/2020	3647233	ANNUAL RENEWAL FEES-CITY HALL	
		06/01/2020	3649570	EMISSIONS FEES INVOICE-CITY HALL	
	239702	06/22/2020	3564430-1	EMISSIONS FEES INVOICE FEE-FIRE STATION 2	\$27.28
		06/22/2020	3564049-1	EMISSIONS FEES INVOICE FEE-FIRE STATION 91	
Remit to: DIAMOND BAR, CA					FYTD: \$6,089.12
SOUTHERN CALIFORNIA EDISON	239520	06/01/2020	MAY-20 6/1/20	ELECTRICITY CHARGES	\$2,943.55
	239568	06/08/2020	MAY-20 6/8/20	ELECTRICITY CHARGES	\$5,352.06
	239703	06/22/2020	MAY-20 6/22/20	ELECTRICITY CHARGES	\$22,773.68
	239759	06/29/2020	MAY-20 6/29/20	ELECTRICITY CHARGES	\$2,151.26
		06/29/2020	JUN-20 6/29/20	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$2,448,894.27
SOUTHERN CALIFORNIA GAS CO.	239622	06/15/2020	MAY-2020	GAS CHARGES	\$4,379.03
Remit to: MONTEREY PARK, CA					FYTD: \$80,881.54

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SPARKLETTS	28064	06/01/2020	10050036 050220	BOTTLED WATER & COOLER RENTAL FOR EOC/ERF	\$53.74
Remit to: DALLAS, TX					FYTD: \$370.60
SPECIALIZED BUSINESS SYSTEMS, INC	28065	06/01/2020	35284	LETTERSCAN FOLDERS	\$267.35
Remit to: DOWNEY, CA					FYTD: \$267.35
SSD ALARM FORMERLY PACIFIC ALARM SERVICE, INC	239522	06/01/2020	R 156097	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-JUN 2020	\$516.50
		06/01/2020	R 156098	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-JUN 2020	
Remit to: BEAUMONT, CA					FYTD: \$7,231.00
STANDARD INSURANCE CO	239761	06/29/2020	191101	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,239.98
Remit to: PORTLAND, OR					FYTD: \$14,999.14
STATE BOARD OF EQUALIZATION 1	28287	06/24/2020	061520	SALES & USE TAX REPORT FOR 5/1-6/15/20	\$799.00
Remit to: SACRAMENTO, CA					FYTD: \$76,628.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	239523	06/01/2020	443642 (OEM)	FINGERPRINTING SERVICES-OEM/ERF RELATED-MAR20	\$111.00
		06/01/2020	443642 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-MAR20	
	239569	06/08/2020	450854	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-FEB 2020 REBILL	\$35.00
	239762	06/29/2020	450807	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-APR. 2020	\$1,330.00
		06/29/2020	454950	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-MAY 2020	
Remit to: SACRAMENTO, CA					FYTD: \$42,244.00

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STATE WATER RESOURCES CONTROL BOARD 1	239570	06/08/2020	SW-0192741	ANNUAL PERMIT FEE - RANCHO VERDE PARK	\$526.00
Remit to: SACRAMENTO, CA					FYTD: \$526.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	28163	06/15/2020	43360	TRANSCRIPTION SERVICES FOR PD-MAY 2020	\$481.14
Remit to: CORONA, CA					FYTD: \$14,406.30
STEPHEN H BADGETT CONSULTING LLC	28164	06/15/2020	MVU-016	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/MAY 2020	\$5,818.75
Remit to: MURRIETA, CA					FYTD: \$34,693.75
STEWART, KYRA	239675	06/15/2020	2001877.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239799	06/29/2020	2001843.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$100.90
STILES ANIMAL REMOVAL, INC.	239763	06/29/2020	110168	DECEASED LARGE ANIMAL REMOVAL SERVICES-MAY 2020	\$200.00
Remit to: GUAISTI, CA					FYTD: \$5,220.00
STRADLING, YOCCA, CARLSON & RAUTH	28218	06/22/2020	364188-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-APR. 2020	\$9,106.33
		06/22/2020	364951-0031	LEGAL SERVICES-GENERAL-MAY 2020	
		06/22/2020	364956-0003	LEGAL SERVICES-COTTONWOOD MATTER-MAY 2020	
		06/22/2020	364955-0000	LEGAL SERVICES-GENERAL/HOUSING AUTHORITY MATTERS-MAY 2020	
		06/22/2020	364189-0003	LEGAL SERVICES-COTTONWOOD MATTER-APR. 2020	
		06/22/2020	364185-0031	LEGAL SERVICES-GENERAL-APR. 2020	
Remit to: NEWPORT BEACH, CA					FYTD: \$56,283.73

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STUBBS, DENEISE	239731	06/22/2020	R20-147813	ANIMAL SERVICES REFUND-OVER PAYMENT ON WEB LICENSING	\$13.00
Remit to: MORENO VALLEY, CA					FYTD: \$13.00
SUETSUGU, MICHELLE	239676	06/15/2020	R20-148552	ANIMAL SERVICES REFUND-1 YR LICENSE AND LATE FEE	\$36.00
Remit to: MORENO VALLEY, CA					FYTD: \$36.00
SUNNYMEAD ACE HARDWARE	239524	06/01/2020	87038	MISC. SUPPLIES FOR PD	\$88.67
		06/01/2020	87039	MISC. SUPPLIES FOR PD	
		06/01/2020	87150	MISC. SUPPLIES FOR PD	
		06/01/2020	87040	MISC. SUPPLIES FOR PD	
	239623	06/15/2020	87093	MISC SUPPLIES FOR FIRE STATION 2	\$8.61
239704	06/22/2020	87112	MISC SUPPLIES FOR FIRE STATION 48	\$29.06	
Remit to: MORENO VALLEY, CA					FYTD: \$3,919.79
SUNNYMEAD ANIMAL HOSPITAL	239525	06/01/2020	59514	VETERINARY SERVICES FOR MV POLICE PATROL K-9	\$63.90
	239764	06/29/2020	60167	VETERINARY SERVICES FOR MV POLICE PATROL K-9	\$322.50
Remit to: MORENO VALLEY, CA					FYTD: \$897.71
SWAN, ALEXANDRA	239677	06/15/2020	R20-148529	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$147.00
Remit to: SAN FRANCISCO, CA					FYTD: \$147.00
T&C SNF MORENO VALLEY, LLC.	239546	06/01/2020	112031	REFUND-TRUST ACCOUNT-PEN18-0083	\$3,251.00
Remit to: CHINO, CA					FYTD: \$3,251.00
TALBOT, CHRISTOPHER	239800	06/29/2020	2001892.047	REFUND - TBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
TANZO, NATASHA	239678	06/15/2020	R20-148235	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: CHULA VISTA, CA					FYTD: \$20.00

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TARGET CORPORATION	239679	06/15/2020	MVU 7012558-01	COMMERCIAL LED LIGHTING REBATE	\$12,823.17
Remit to: NORTH SYRACUSE, NY					FYTD: \$21,056.84
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	28112	06/08/2020	120630	FLEX AND COBRA ADMIN FEES-MAY 2020	\$1,431.25
Remit to: TEMECULA, CA					FYTD: \$564,831.51
THE CUPCAKE & ESPRESSO BAR	239526	06/01/2020	MAY 22, 2020	SENIOR EATS PROGRAM-5/18-5/22/20	\$3,825.00
	239571	06/08/2020	MAY 29, 2020	SENIOR EATS PROGRAM-5/25-5/29/20	\$3,825.00
	239624	06/15/2020	JUNE 5, 2020	SENIOR EATS PROGRAM-6/01-6/05/20	\$3,825.00
	239705	06/22/2020	JUNE 12, 2020	SENIOR EATS PROGRAM-6/08-6/12/20	\$3,825.00
	239766	06/29/2020	JUNE 19, 2020	SENIOR EATS PROGRAM-6/15-6/19/20	\$3,825.00
Remit to: MORENO VALLEY, CA					FYTD: \$23,125.00
THE PALM HOUSE LLC DBA WOODY'S BREWHOUSE	28068	06/01/2020	WEEK 1-SR. EATS	SENIOR EATS PROGRAM 5/18-5/22/20	\$3,600.00
	28113	06/08/2020	WEEK 2-SR. EATS	SENIOR EATS PROGRAM 5/25-5/29/20	\$3,510.00
	28165	06/15/2020	WEEK 3-SR. EATS	SENIOR EATS PROGRAM 6/1-6/5/20	\$3,510.00
	28220	06/22/2020	WEEK 4-SR. EATS	SENIOR EATS PROGRAM 6/8-6/12/20	\$3,600.00
	28275	06/29/2020	WEEK 5-SR. EATS	SENIOR EATS PROGRAM 6/15-6/19/20	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$17,820.00

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THE SOCO GROUP INC.	28221	06/22/2020	1644896-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$16,750.99
		06/22/2020	640051R-DM	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/22/2020	1637645-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/22/2020	1646741-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/22/2020	1642713-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/22/2020	0769641-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		06/22/2020	1636066-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					FYTD: \$317,629.49
THOMPSON COBURN LLP	28166	06/15/2020	3422481	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-APR. 2020	\$18.49
Remit to: WASHINGTON, DC					FYTD: \$359.00
THOMPSON, ANASTASIA	239732	06/22/2020	R20-146701	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
THOMSON REUTERS-WEST PUBLISHING CORP.	28276	06/29/2020	842440300	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-MAY 2020	\$1,175.16
Remit to: CAROL STREAM, IL					FYTD: \$14,919.59
TIME WARNER CABLE	239625	06/15/2020	091922301060120	FIBER INTERNET ACCESS SERVICES - JUN. 2020	\$844.00
Remit to: PITTSBURGH, PA					FYTD: \$10,128.00
T-MOBILE USA	239765	06/29/2020	9400307212	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD	\$1,785.00
Remit to: SEATTLE, WA					FYTD: \$13,872.00

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Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$17,550.00
TNPP RESTAURANT INC DBA BRAVO BURGERS	28069	06/01/2020	MAY 22, 2020	SENIOR EATS PROGRAM-5/18-5/22/20	\$3,600.00
	28167	06/15/2020	MAY 29, 2020	SENIOR EATS PROGRAM-5/25-5/29/20	\$6,750.00
		06/15/2020	JUNE 5, 2020	SENIOR EATS PROGRAM-6/01-6/05/20	
	28222	06/22/2020	JUNE 12, 2020	SENIOR EATS PROGRAM-6/08-6/12/20	\$3,600.00
	28277	06/29/2020	JUNE 19, 2020	SENIOR EATS PROGRAM-6/15-6/19/20	\$3,600.00
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$95.00
TOBER, JOANN	239595	06/08/2020	R20-147968	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: CORONA, CA				<u>FYTD:</u>	\$2,327.98
TRINITY DIVERSIFIED, INC.	239572	06/08/2020	8111	STRIPING & STENCIL TRUCKS REPAIRS-PARTS & LABOR	\$2,327.98
Remit to: LONG BEACH, CA				<u>FYTD:</u>	\$4,522.75
TRUESDALE, ANGELA	239801	06/29/2020	R20-147960	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: CHINO HILLS, CA				<u>FYTD:</u>	\$95.00
TUCK, BETHANY	239596	06/08/2020	2001814.047	RENTAL REFUND BALANCE	\$30.00
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$30.00
TUMON BAY RESORT & SPA	28278	06/29/2020	JULY 2020 RENT	JULY 2020 RENT (INCL. CAM, ETC.) FOR EMPLOYMENT RESOURCE CTR.	\$8,116.77
Remit to: TAMUNING, GU				<u>FYTD:</u>	\$104,293.53
TUOHY, GABRIELA	239802	06/29/2020	2001945.047	REFUND - PICNIC SHELTER - CELEBRATION PARK	\$211.30
Remit to: MORENO VALLEY, CA				<u>FYTD:</u>	\$211.30

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TYARS, DAJONIA	239680	06/15/2020	2001875.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239803	06/29/2020	2001841.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.90
TYLER TECHNOLOGIES, INC.	239706	06/22/2020	080-2573	TYLER SOCRATA-OPEN EXPENDITURE 6/1/20-5/31/21	\$6,300.00
Remit to: DALLAS, TX					<u>FYTD:</u> \$186,161.32
UCR FORECAST LLC	239573	06/08/2020	1849	2020 HISTORICAL EMPLOYMENT REPORT - INITIAL INVOICE	\$4,950.00
Remit to: MILL VALLEY, CA					<u>FYTD:</u> \$4,950.00

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ULTRASERV AUTOMATED SERVICES, LLC	28114	06/08/2020	212406	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$1,664.23	
		06/08/2020	192305	COFFEE SERVICE SUPPLIES-CITY YARD		
		06/08/2020	202744	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION		
		06/08/2020	202746	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
		06/08/2020	215181	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
		06/08/2020	204169	COFFEE SERVICE SUPPLIES-CITY YARD (INCLUDES CREDIT FOR 2 ITEMS)		
		06/08/2020	204498	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER		
		06/08/2020	205407	COFFEE SERVICE SUPPLIES-CITY HALL/CITY CLERK LOCATION		
		06/08/2020	208820	COFFEE SERVICE SUPPLIES-CITY YARD		
		06/08/2020	211124	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		06/08/2020	214444	COFFEE SERVICE SUPPLIES-ANNEX 1		
		06/08/2020	216476	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION		
		06/08/2020	212220	COFFEE SERVICE SUPPLIES-CITY YARD		
		28223	06/22/2020	218224	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	\$355.37
			06/22/2020	218362	COFFEE SERVICE SUPPLIES-ANNEX 1	
28279	06/29/2020	219620	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	\$194.95		
		218302	COFFEE SERVICE SUPPLIES-CONFERENCE & REC. CENTER			
Remit to: COSTA MESA, CA					FYTD: \$15,880.96	
ULTRASYSTEMS ENVIRONMENTAL, INC.	28168	06/15/2020	11953	MDP LINE K-1 AND K-4 - CONSULTING SERVICES	\$4,359.00	
Remit to: IRVINE, CA					FYTD: \$40,396.00	

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UNDERGROUND SERVICE ALERT	28169	06/15/2020	520200464 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY20	\$199.75
		06/15/2020	520200464 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY20	
		06/15/2020	520200464 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY20	
		06/15/2020	520200464 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY20	
	239626	06/15/2020	dsb20192884 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$126.28
		06/15/2020	dsb20192884 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		06/15/2020	dsb20192884 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
		06/15/2020	dsb20192884 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
Remit to: CORONA, CA					FYTD: \$5,902.03
UNION BANK OF CALIFORNIA 1	239527	06/01/2020	1208381	INVESTMENT CUSTODIAL SERVICES-APR. 2020	\$291.67
	239707	06/22/2020	1213005	INVESTMENT CUSTODIAL SERVICES-MAY 2020	\$300.00
Remit to: LOS ANGELES, CA					FYTD: \$4,619.02
UNITED ROTARY BRUSH CORP	28071	06/01/2020	314580	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	\$1,039.91
		06/22/2020	314810	STREET SWEEPER BRUSHES & ACCESSORIES	\$840.51
	28224	06/22/2020	314731	STREET SWEEPER BRUSHES & ACCESSORIES	\$2,172.62
		06/29/2020	315017	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	
Remit to: KANSAS CITY, MO					FYTD: \$42,376.41
UNITED SITE SERVICES OF CA, INC.	28281	06/29/2020	114-10500790	FENCE RENTAL AT ANIMAL SHELTER 6/4-7/1/20	\$212.80
		06/29/2020	114-10353871	FENCE RENTAL AT ANIMAL SHELTER 5/7-6/3/20	
Remit to: PHOENIX, AZ					FYTD: \$1,489.60
UNITY OF THE FAITH CHRISTIAN OUTREACH MINISTRIES	239768	06/29/2020	SPONSORSHIP	SPONSORSHIP-FOOD PANTRY PROGRAM	\$800.00
Remit to: MORENO VALLEY, CA					FYTD: \$800.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

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>
URBAN FUTURES, INC.	239574	06/08/2020	0420-010	DEVELOPMENT OF BASELINE FORECAST MODEL/MAR-APR. 2020 SERVICES	\$13,887.50
	239769	06/29/2020	0520-013	BASELINE FORECAST MODEL-GEN. FUND/MAY 2020 SERVICES	\$13,475.00
		06/29/2020	0520-014	BASELINE FORECAST MODEL-RECESSION MODULE, ETC./MAY 2020 SERVICES	
Remit to: ORANGE, CA					<u>FYTD:</u> \$27,362.50
US FLEET TRACKING LLC	28072	06/01/2020	333993	ANNUAL PREPAID SERVICE-2 GPS TRACKING UNITS	\$1,438.20
		06/01/2020	333994	MONTHLY PREPAID SERVICE-2 GPS TRACKING UNITS	
Remit to: EDMOND, OK					<u>FYTD:</u> \$1,438.20
V5 SYSTEMS INC.	239807	06/29/2020	INV00363	GUNSHOT DETECTION TECHNOLOGY-1 YR SUBSCRIPTION, INSTALL/TRAINING	\$17,000.00
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$17,000.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	28073	06/01/2020	98219	PEST CONTROL SERVICE-APR20-FIRE STATION 58	\$910.00
		06/01/2020	97844	PEST CONTROL SERVICE-APR20-SENIOR CENTER	
		06/01/2020	98206	PEST CONTROL SERVICE-APR20-EOC	
		06/01/2020	97826	PEST CONTROL SERVICE-APR20-FIRE STATION 65	
		06/01/2020	98221	PEST CONTROL SERVICE-APR20-ANIMAL SHELTER	
		06/01/2020	97825	PEST CONTROL SERVICE-APR20-FIRE STATION 48	
		06/01/2020	98208	PEST CONTROL SERVICE-APR20-PUBLIC SAFETY BUILDING	
		06/01/2020	97840	PEST CONTROL SERVICE-APR20-LIBRARY	
		06/01/2020	97846	PEST CONTROL SERVICE-APR20-FIRE STATION 91	
		06/01/2020	97845	PEST CONTROL SERVICE-APR20-FIRE STATION 2	
		06/01/2020	98204	PEST CONTROL SERVICE-APR20-COTTONWOOD GOLF CENTER	
		06/01/2020	97841	PEST CONTROL SERVICE-APR20-UTILITY FIELD OFFICE	
		06/01/2020	98217	PEST CONTROL SERVICE-APR20-CITY HALL	
		06/01/2020	97839	PEST CONTROL SERVICE-APR20-FIRE STATION 6	
		06/01/2020	97828	PEST CONTROL SERVICE-APR20-TOWNGATE COMMUNITY CENTER	
		06/01/2020	97827	PEST CONTROL SERVICE-APR20-FIRE STATION 99	
		06/01/2020	98205	PEST CONTROL SERVICE-APR20-CONFERENCE & REC. CENTER	
		06/01/2020	98220	PEST CONTROL SERVICE-APR20-ANNEX 1	

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
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For Period 6/1/2020 through 6/30/2020

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	28170	06/15/2020	97785	RODENT CONTROL SERVICES-APR20-COTTONWOOD GOLF COURSE	\$1,582.00
		06/15/2020	97786	RODENT CONTROL SERVICES-APR20-CONFERENCE & REC. CENTER	
		06/15/2020	97792	RODENT CONTROL SERVICES-APR20-FAIRWAY PARK	
		06/15/2020	97805	RODENT CONTROL SERVICES-APR20-MOVAL ELECTRIC SUBSTATION	
		06/15/2020	97789	RODENT CONTROL SERVICES-APR20-MORRISON PARK	
		06/15/2020	97788	RODENT CONTROL SERVICES-APR20-JFK PARK	
		06/15/2020	98207	PEST CONTROL SERVICE-APR20-MORRISON PARK RESTROOM/SNACK BAR	
		06/15/2020	97797	RODENT CONTROL SERVICES-APR20-SKATE PARK	
		06/15/2020	97794	RODENT CONTROL SERVICES-APR20-EL POTRERO PARK	
		06/15/2020	97799	RODENT CONTROL SERVICES-APR20-VISTA LOMAS PARK	
		06/15/2020	97802	RODENT CONTROL SERVICES-APR20-KITCHING ELECTRIC SUBSTATION	
		06/15/2020	97790	RODENT CONTROL SERVICES-APR20-SHADOW MTN. PARK	
		06/15/2020	97793	RODENT CONTROL SERVICES-APR20-CELEBRATION PARK	
		06/15/2020	98210	PEST CONTROL SERVICE-APR20-SKATE PARK RESTROOM/SNACK BAR	
		06/15/2020	98209	PEST CONTROL SERVICE-APR20-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		06/15/2020	97798	RODENT CONTROL SERVICES-APR20-EDISON EASEMENT	
		06/15/2020	97787	RODENT CONTROL SERVICES-APR20-EQUESTRIAN CENTER	
		06/15/2020	97791	RODENT CONTROL SERVICES-APR20-SUNNYMEAD PARK	
		06/15/2020	98211	PEST CONTROL SERVICE-APR20-CELEBRATION PARK RESTROOMS	

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

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>
VACATE TERMITE & PEST ELIMINATION COMPANY	28225	06/22/2020	98744	PEST CONTROL SERVICE-MAY20-FIRE STATION 91	\$1,205.00
		06/22/2020	98735	PEST CONTROL SERVICE-MAY20-FIRE STATION 6	
		06/22/2020	99046	PEST CONTROL SERVICE-MAY20-CITY HALL	
		06/22/2020	99033	PEST CONTROL SERVICE-MAY20-CITY YARD SANTIAGO OFFICE	
		06/22/2020	98736	PEST CONTROL SERVICE-MAY20-LIBRARY	
		06/22/2020	99049	PEST CONTROL SERVICE-MAY20-ANNEX 1	
		06/22/2020	99048	PEST CONTROL SERVICE-MAY20-FIRE STATION 58 (2ND SERVICE)	
		06/22/2020	99053	PEST CONTROL SERVICE-MAY20-TRANSPORTATION TRAILER	
		06/22/2020	99052	PEST CONTROL SERVICE-MAY20-MARCH FIELD PARK COMMUNITY CTR.	
		06/22/2020	99051	PEST CONTROL SERVICE-MAY20-MARCH ANNEX BUILDING	
		06/22/2020	99050	PEST CONTROL SERVICE-MAY20-ANIMAL SHELTER	
		06/22/2020	98739	PEST CONTROL SERVICE-MAY20-FIRE STATION 58	
		06/22/2020	99047	PEST CONTROL SERVICE-MAY20-CITY YARD	
		06/22/2020	98743	PEST CONTROL SERVICE-MAY20-FIRE STATION 2	
		06/22/2020	98742	PEST CONTROL SERVICE-MAY20-SENIOR CENTER	
		06/22/2020	99036	PEST CONTROL SERVICE-MAY20-EOC	
		06/22/2020	98737	PEST CONTROL SERVICE-MAY20-UTILITY FIELD OFFICE	
		06/22/2020	99035	PEST CONTROL SERVICE-MAY20-CONFERENCE & REC. CENTER	
		06/22/2020	99038	PEST CONTROL SERVICE-MAY20-PUBLIC SAFETY BUILDING	
		06/22/2020	98726	PEST CONTROL SERVICE-MAY20-TOWNGATE COMMUNITY CENTER	
		06/22/2020	98725	PEST CONTROL SERVICE-MAY20-FIRE STATION 99	
		06/22/2020	98724	PEST CONTROL SERVICE-MAY20-FIRE STATION 65	
		06/22/2020	99034	PEST CONTROL SERVICE-MAY20-COTTONWOOD GOLF CENTER	
		06/22/2020	98723	PEST CONTROL SERVICE-MAY20-FIRE STATION 48	

Remit to: MORENO VALLEY, CA

FYTD: \$23,872.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



**City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VALLEY CITIES GONZALES FENCE CO	28115	06/08/2020	9412	FENCE INSTALLATION MATERIALS & LABOR - SUNNYMEAD/VIA DEL NORTE	\$3,320.00
Remit to: NORCO, CA					FYTD: \$12,574.00
VALLEY WIDE TOWING, LLC	28074	06/01/2020	8833	EVIDENCE TOWING & STORAGE FOR PD	\$361.00
	28171	06/15/2020	20-08877	EVIDENCE TOWING FOR PD	\$225.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,947.25
VARONA, MICHELLE	239681	06/15/2020	2001878.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
VELAZQUEZ, ELVIA	239682	06/15/2020	2001872.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10227	\$62.80
	239804	06/29/2020	2001834.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$100.90
VERIZON WIRELESS	239528	06/01/2020	9854330399	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$360.75
	239770	06/29/2020	9856374084	DATA CHARGES FOR CELLULAR SERVICE FOR PD DEVICES	\$360.75
Remit to: DALLAS, TX					FYTD: \$4,957.25
VILLA, MAYELA	239733	06/22/2020	R20-148516	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: SOUTH GATE, CA					FYTD: \$20.00
VINCENT, JULIA	239734	06/22/2020	R20-147849	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: RIVERSIDE, CA					FYTD: \$20.00
VIZION'S WEST, INC.	28172	06/15/2020	19-1124	PROPERTY ABATEMENT SERVICES FOR 11761 DAVIS ST.	\$2,850.00
Remit to: MENIFEE, CA					FYTD: \$10,240.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



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>
VOICES FOR CHILDREN, INC.	28282	06/29/2020	11 / MAY-20	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$10,138.66
		06/29/2020	9 / MAR-20	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	
		06/29/2020	10 / APR-20	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$34,566.33
VOYAGER FLEET SYSTEM, INC.	28173	06/15/2020	869336602022	FUEL CARD CHARGES-PD TRAFFIC MOTORS	\$1,566.80
	28226	06/22/2020	869211615022	CNG FUEL PURCHASES	\$6,199.12
Remit to: HOUSTON, TX					<u>FYTD:</u> \$106,506.29

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
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CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount			
VULCAN MATERIALS CO, INC.	28116	06/08/2020	72584323	ASPHALTIC MATERIALS	\$2,158.06			
		06/08/2020	72579893	ASPHALTIC MATERIALS				
		06/08/2020	72569925	ASPHALTIC MATERIALS				
		06/08/2020	72572545	ASPHALTIC MATERIALS				
		06/08/2020	72572546	ASPHALTIC MATERIALS				
		06/08/2020	72576990	ASPHALTIC MATERIALS				
		06/08/2020	72579892	ASPHALTIC MATERIALS				
		06/08/2020	72587062	ASPHALTIC MATERIALS				
		06/08/2020	72582257	ASPHALTIC MATERIALS				
		06/08/2020	72576991	ASPHALTIC MATERIALS				
		06/08/2020	72587063	ASPHALTIC MATERIALS				
			28227	06/22/2020		72597162	ASPHALTIC MATERIALS	\$1,156.90
				06/22/2020		72593246	ASPHALTIC MATERIALS	
				06/22/2020		72597161	ASPHALTIC MATERIALS	
			06/22/2020	293772	ASPHALTIC MATERIALS-FINANCE CHARGE INVOICE			
		06/22/2020	72590358	ASPHALTIC MATERIALS				
		06/22/2020	72599507	ASPHALTIC MATERIALS				
Remit to: LOS ANGELES, CA					FYTD: \$61,679.05			
WAKWOYA, CHALTU	239805	06/29/2020	2001944.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00			
Remit to: MORENO VALLEY, CA					FYTD: \$200.00			
WAYNE W. CHANG DBA CHANG CONSULTANTS	28117	06/08/2020	MVL-02	MORENO VALLEY LAKE LOMR-F	\$535.50			
Remit to: RANCHO SANTA FE, CA					FYTD: \$4,284.00			
WELLS FARGO CORPORATE TRUST	28075	06/01/2020	1833268	TRUSTEE SERVICES FEE - 2019 TAXABLE LRB	\$3,000.00			
Remit to: MINNEAPOLIS, MN					FYTD: \$10,363,200.27			

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WEST COAST ARBORISTS, INC.	28118	06/08/2020	157232	TREE TRIMMING SERVICES - ZONE E-8	\$2,741.90
		06/08/2020	160280	TREE REMOVAL SERVICES - ZONE 08	
	28228	06/22/2020	160513	TREE REMOVAL SERVICES - ZONE M	\$315.55
	28283	06/29/2020	160878	TREE TRIMMING SERVICES - NPDES WQB	\$7,749.90
		06/29/2020	161324	TREE TRIMMING SERVICES - ZONE D	
		06/29/2020	159192	TREE TRIMMING SERVICES - ZONE 06	
		06/29/2020	160514-A	TREE REMOVAL SERVICES - ZONE M	
		06/29/2020	160915	TREE REMOVAL SERVICES - ZONE D	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$292,404.70
WEST COAST SHOPPING CART SERVICE, INC.	239771	06/29/2020	20-074	SHOPPING CART RETRIEVAL SERVICES-MAY 2020	\$3,604.00
Remit to: WEST COVINA, CA					<u>FYTD:</u> \$43,231.00
WESTERN MUNICIPAL WATER DISTRICT	239709	06/22/2020	23821-018257/MYO	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	\$5,280.37
		06/22/2020	23866-018292/MYO	WATER CHARGES-SKATE PARK	
		06/22/2020	23821-018258/MYO	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		06/22/2020	24753-018620/MYO	WATER CHARGES-M.A.R.B. BALLFIELDS	
Remit to: ARTESIA, CA					<u>FYTD:</u> \$47,090.29
WILLDAN FINANCIAL SERVICES	28077	06/01/2020	010-44556	ARBITRAGE REBATE/CONTINUING DISCLOSURE SERVICES-2014 REF LRB'S	\$500.00
	28229	06/22/2020	010-44853	GRANT ADMINISTRATION SERVICES-MAY 2020	\$21,230.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$319,364.15
WILLIAMS, BRUCE	239547	06/01/2020	R20-148114	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
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For Period 6/1/2020 through 6/30/2020

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
WILLIAMS, ELIJAH	239735	06/22/2020	R20-147363	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: HIGHLAND, CA					FYTD: \$95.00
WILLIAMSON, JULIE	239627	06/15/2020	11/17 - 11/22/19	MILEAGE REIMBURSEMENT-TRAVEL TO/FROM RECORDS SUPERVISOR TRAINING	\$74.24
Remit to: MORENO VALLEY, CA					FYTD: \$371.24
WILSON, DONNELL	239806	06/29/2020	2001826.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10224	\$38.10
Remit to: MORENO VALLEY, CA					FYTD: \$38.10
WOMACK, LOIS	239736	06/22/2020	2001864.047	REFUND - SUMMER YOUTH AND TEEN BASKETBALL 10226	\$62.80
Remit to: MORENO VALLEY, CA					FYTD: \$62.80
WONZO-HILL, ANGELA	239597	06/08/2020	R20-148119	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
WRCRCA	239772	06/29/2020	MAY-2020 MSHCP	MSHCP FEES COLLECTED FOR MAY 2020-COMMERCIAL/INDUSTRIAL	\$21,629.26
Remit to: RIVERSIDE, CA					FYTD: \$1,033,901.00
XEROX CAPITAL SERVICES, LLC	28174	06/15/2020	010482170	COLOR COPIER EQUIPMENT LEASE-MAY 2020-PARKS DEPT.	\$1,596.01
		06/15/2020	010482169	COLOR COPIER LEASE/BILLABLE PRINTS-MAY 2020-PARKS DEPT.	
Remit to: PASADENA, CA					FYTD: \$29,575.60
YANEZ, LISA	239683	06/15/2020	2001915.047	REFUND - FLAG FOOTBALL JUNIOR	\$67.00
Remit to: MORENO VALLEY, CA					FYTD: \$67.00
ZARIF , KAMEHA	239684	06/15/2020	R20-147744	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MONTCLAIR, CA					FYTD: \$20.00

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



City of Moreno Valley
Payment Register
For Period 6/1/2020 through 6/30/2020

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>
TOTAL CHECKS UNDER \$25,000					\$1,119,863.54
GRAND TOTAL					\$19,558,299.18

Attachment: June 2020 Payment Register (4102 : PAYMENT REGISTER - JUNE 2020)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2020

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended June 30, 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 June 30, 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 June 30, 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		
		Jun 2020	May 2020	Jun 2019
Investments	\$160,035,042	1.95%	1.97%	2.19%
LAIF	\$72,778,795	1.217%	1.363%	2.428%

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.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for June 30, 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

Treasury yields were nearly unchanged in June. The yield on the 2-year Treasuries declined about one basis point to .015% and the yield on the 10-year Treasuries was essentially unchanged at .66%. Global economic weakness continues to put downward pressure on inflation expectations. An ongoing global demand for safe-haven assets has also kept a lid on Treasury rates. 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. 2020-06 Investment Report
2. CAM-Newsletter-July-2020

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/11/20 1:20 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:26 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:16 AM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
June 2020

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	3,958,297	3,958,297	3,958,297			
State of California LAIF Pool	72,778,795	73,136,342	72,778,795	0.53	1.22%	
Investments	161,340,004	167,262,512	160,035,042	2.82	1.95%	2.56
Total General Portfolio	238,077,096	244,357,151	236,772,134			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	8,691,618
Principal & Interest Accounts	2,131,979
Debt Service Reserve Funds	2,111,773
Custody Accounts	210,610
Arbitrage Rebate Accounts	10,408
Other Accounts	2,923
Total Bond Proceeds	13,159,311

Total Investment Portfolio 257,516,462

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: 2020-06 Investment Report (4101) : 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)
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%				
Apr-20	225,445,326	1.85%	62,878,795	1.648%	159,403,581	2.04%	6.06%	6.63%				
May-20	219,117,777	1.77%	55,278,795	1.363%	159,679,729	1.97%	5.69%	5.90%				
Jun-20	236,772,134	1.68%	72,778,795	1.217%	160,035,042	1.95%	5.34%	5.32%				

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.

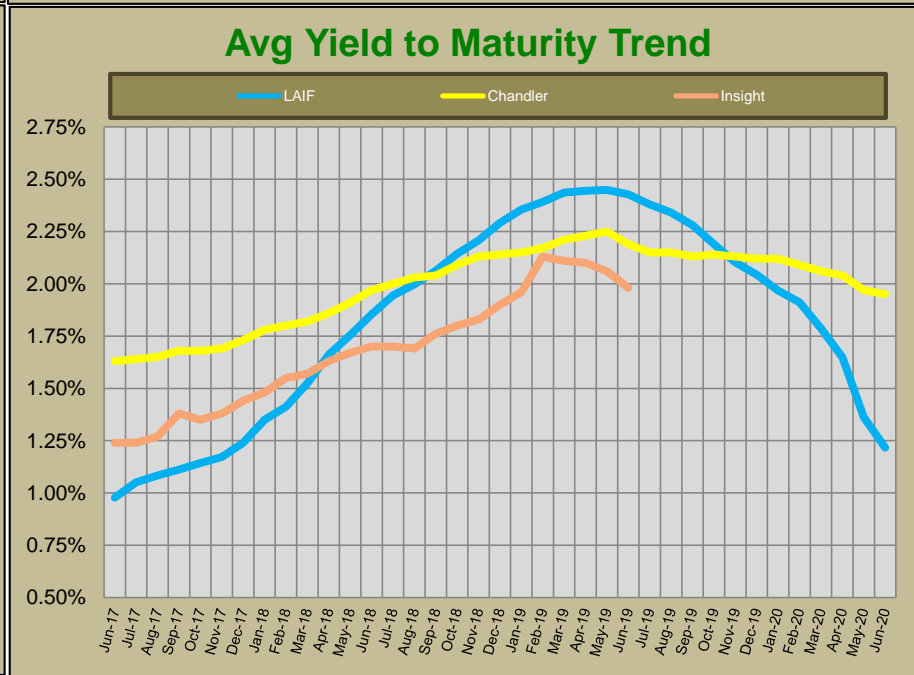
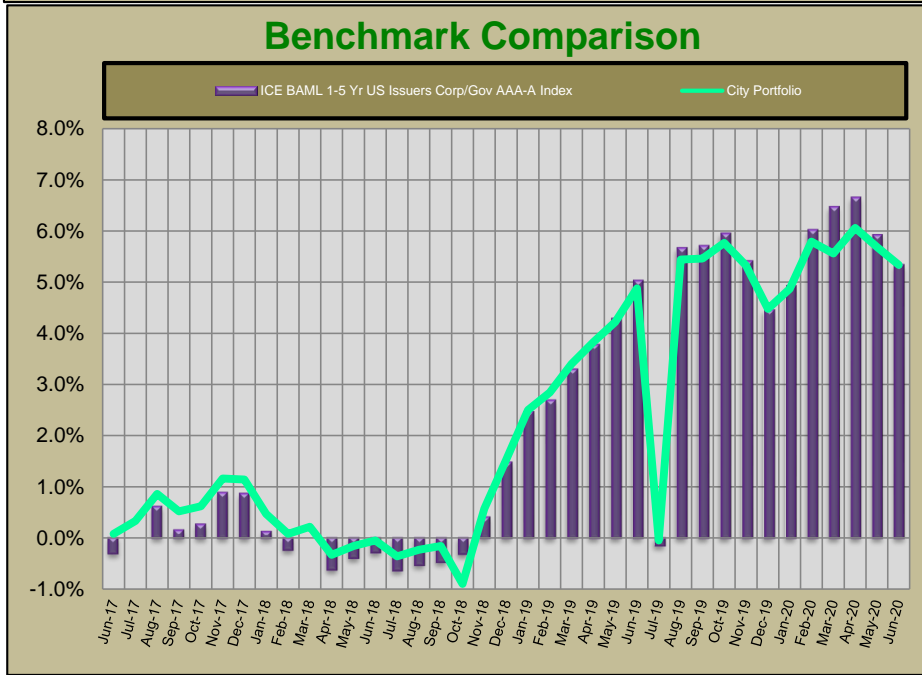
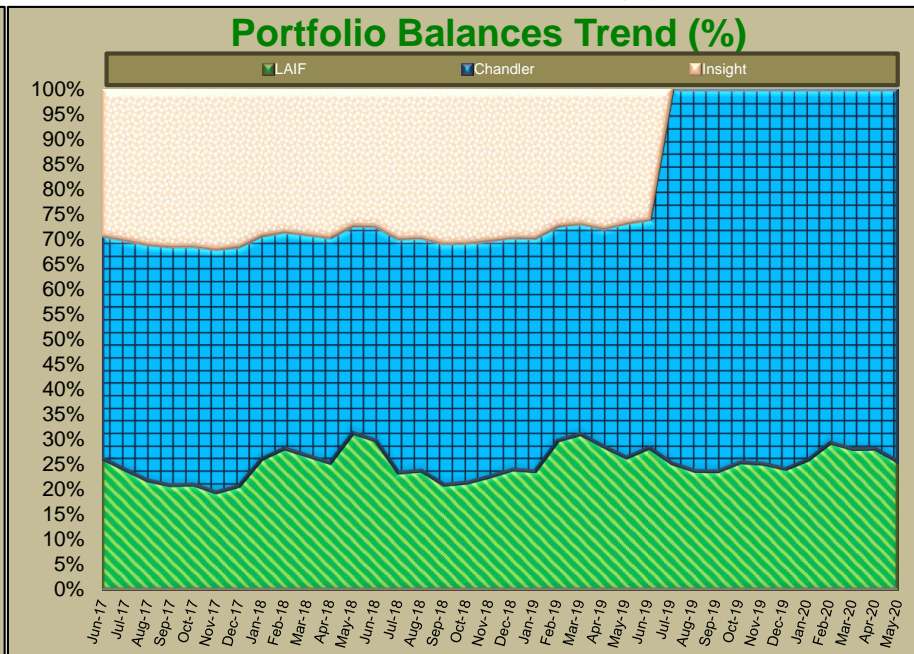
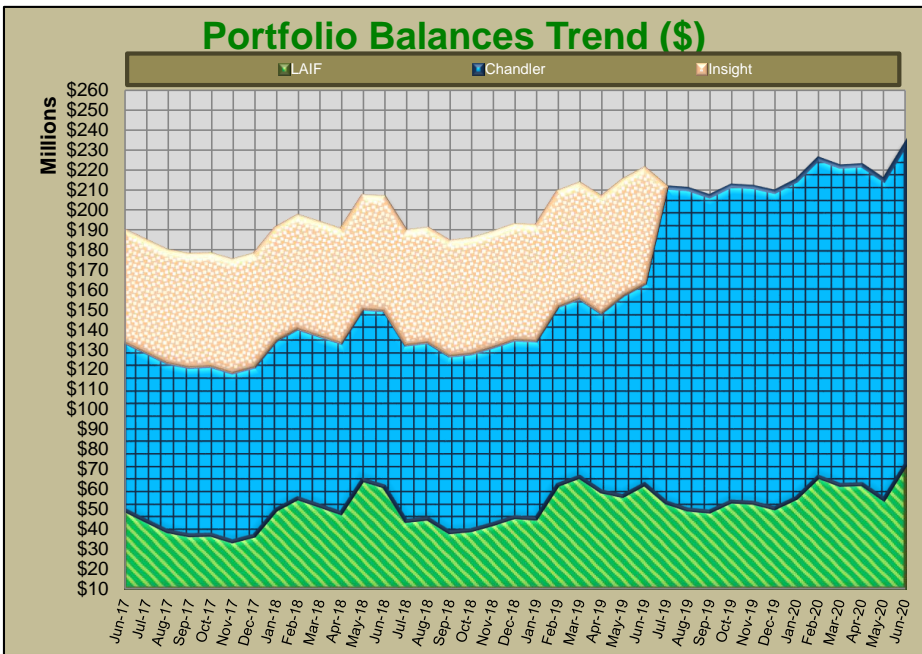
(2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security

(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 within the next 12 to 60 months.

Attachment: 2020-06 Investment Report (4101 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

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	06/30/20	07/01/20	0	0.00%	0.00%	1.000	0.000%
Series B Revenue	22333500	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
Series A Principal	22333501	Money Market	WF Government Fund	06/30/20	07/01/20	1,211	1.47%	2.29%	1.000	0.009%
Series A reserve	22333502	Money Market	WF Government Fund	06/30/20	07/01/20	260	1.47%	2.29%	1.000	0.002%
Series B reserve	22333503	Money Market	WF Government Fund	06/30/20	07/01/20	546,000	1.47%	2.29%	1.000	4.149%
Series A interest	22333503	cash	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
Series B admin fund	22333504	Money Market	WF Government Fund	06/30/20	07/01/20	5	1.47%	2.29%	1.000	0.000%
Series B interest	22333504	cash	cash	06/30/20	07/01/20	0	0.01%	0.01%	1.000	0.000%
Series B interest	22333505	Money Market	WF Govt Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
Series A Revenue	22333505	cash	cash	06/30/20	07/01/20	0	0.01%	0.01%	1.000	0.000%
Series B interest	22333506	Money Market	WF Govt Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
Series A Revenue	22333506	cash	cash	06/30/20	07/01/20	0	0.01%	0.01%	1.000	0.000%
Series B interest	22333507	Money Market	WF Govt Fund	06/30/20	07/01/20	263,172	1.47%	1.47%	1.000	2.000%
Series A Revenue	22333507	cash	cash	06/30/20	07/01/20	0	0.01%	0.01%	1.000	0.000%
Series B interest	22333508	Money Market	WF Govt Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
Series A Revenue	22333508	cash	cash	06/30/20	07/01/20	0	4.24%	4.24%	1.000	0.000%
						810,648				
Wells Fargo Community Facilities District 87-1 (IA-1)										
Special tax funds	22631800	cash	cash	06/30/20	07/01/20	0	0.00%	0.01%	1.000	0.000%
special tax funds	22631800	Money Market	WF Government Fund	06/30/20	07/01/20	822,530	1.47%	2.29%	1.000	6.251%
reserve fund	22631804	Money Market	WF Government Fund	06/30/20	07/01/20	1,028,754	1.47%	2.29%	1.000	7.818%
admin exp acct	22631805	cash	cash	06/30/20	07/01/20	22	0.01%	2.29%	1.000	0.000%
cost of issuance	22631806	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
debt service acct	22631809	Money Market	WF Government Fund	06/30/20	07/01/20	68	1.47%	2.29%	1.000	0.001%
debt service acct	22631809	US Treasury Note	US Treasury	06/30/20	05/31/19	0	1.25%	1.25%	1.000	0.000%
surplus acct	22631810	Money Market	WF Government Fund	06/30/20	07/01/20	521,833	1.47%	1.47%	1.000	3.966%
special tax funds	22631900	Money Market	WF Government Fund	06/30/20	07/01/20	312,098	1.47%	2.29%	1.000	2.372%
interest acct	22631901	Money Market	WF Government Fund	06/30/20	07/01/20	2,941	1.47%	2.29%	1.000	0.022%
principal fund	22631902	Money Market	WF Government Fund	06/30/20	07/01/20	101	1.47%	2.29%	1.000	0.001%
reserve fund	22631904	Money Market	WF Government Fund	06/30/20	07/01/20	365,672	1.47%	2.29%	1.000	2.779%
admin exp acct	22631905	Money Market	WF Government Fund	06/30/20	07/01/20	2,827	1.47%	2.29%	1.000	0.021%
cost of issuance	22631906	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
surplus acct	22631907	Money Market	WF Government Fund	06/30/20	07/01/20	10,408	1.47%	2.29%	1.000	0.079%
						3,067,254				
Wells Fargo 2013 Total Road Improvement COPs										
revenue fund	46612400	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
interest fund	46612401	Money Market	WF Government Fund	06/30/20	07/01/20	11	1.47%	2.29%	1.000	0.000%
principal fund	46612402	Money Market	WF Government Fund	06/30/20	07/01/20	14	1.47%	2.29%	1.000	0.000%
reserve fund	46612403	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
admin fund	46612404	Money Market	WF Government Fund	06/30/20	07/01/20	2,806	1.47%	2.29%	1.000	0.021%
surplus fund	46612405	Money Market	WF Government Fund	06/30/20	07/01/20	64	1.47%	2.29%	1.000	0.000%
acquisition fund	46612407	Money Market	WF Advantage	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
						2,895				
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds										
revenue fund	48360700	Money Market	WF Government Fund	06/30/20	07/01/20	4	1.47%	2.29%	1.000	0.000%
interest fund	48360701	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
principal fund	48360702	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
cost of issuance	48360705	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
						4				

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	Money Market	WF Government Fund	06/30/20	07/01/20	197,754	1.47%	2.29%	1.000	1.503%
interest fund	49150301	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	49150304	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
expense acct	49150305	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
cost of issuance	49150307	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
bond proceeds	49150308	Money Market	WF Government Fund	06/30/20	01/01/17	0	1.47%	0.01%	1.000	0.000%
						197,754				
Wells Fargo Community Facilities District 7 Improvement Area 1										
special tax fund	77025300	Money Market	WF Government Fund	06/30/20	07/01/20	210,592	1.47%	2.29%	1.000	1.600%
bond fund	77025301	Money Market	WF Government Fund	06/30/20	07/01/20	1,498	1.47%	2.29%	1.000	0.011%
reserve fund	77025302	Money Market	WF Government Fund	06/30/20	07/01/20	170,710	1.47%	2.29%	1.000	1.297%
cost of issuance	77025303	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
improvement fund	77025304	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
admin exp acct	77025305	Money Market	WF Government Fund	06/30/20	07/01/20	5	1.47%	2.29%	1.000	0.000%
						382,805				
Wells Fargo 2016 Taxable Refunding Lease Revenue Bonds (Electric Utility)										
revenue fund	84457012	Money Market	WF Government Fund	06/30/20	07/01/20	42	1.47%	2.29%	1.000	0.000%
interest fund	84457013	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
principal fund	84457014	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	84457015	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
						42				
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds										
revenue fund	83478300	Money Market	WF Government Fund	06/30/20	07/01/20	13	1.47%	2.29%	1.000	0.000%
interest fund	83478301	Money Market	WF Government Fund	06/30/20	07/01/20	6	1.47%	2.29%	1.000	0.000%
principal fund	83478302	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
redemption fund	83478303	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
						19				
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)										
revenue fund	84457000	Money Market	WF Government Fund	06/30/20	07/01/20	7	1.47%	2.29%	1.000	0.000%
interest fund	84457001	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
principal fund	84457002	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
reserve fund	84457005	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
construction fund	84457006	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
construction fund	84457006	Government Pool	Local Agency Investment	06/30/20	07/01/20	0	0.01%	0.01%	1.000	0.000%
cost of issuance	84467007	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	1.47%	1.000	0.000%
						7				
Wilmington Trust 2018 Streetlight Financing										
construction fund	130808	cash	cash	06/30/20	07/01/20	0	0.00%	0.00%	1.000	0.000%
construction fund	130808	Money Market	Federated Gov Obl Fund	06/30/20	07/01/20	663,064	2.07%	2.07%	1.000	5.039%
						663,064				
Wells Fargo 2019 Taxable Lease Revenue Bonds (Electric Utility)										
revenue fund	83056100	Money Market	WF Government Fund	06/30/20	07/01/20	1	1.47%	2.29%	1.000	0.000%
construction fund	83056103	Money Market	WF Government Fund	06/30/20	07/01/20	8,028,554	1.47%	2.29%	1.000	61.010%
cost of issuance	83056106	Money Market	WF Government Fund	06/30/20	07/01/20	0	1.47%	2.29%	1.000	0.000%
						8,028,555				
						13,153,047				
Totals										
						13,153,047				
Summary of Bond Proceeds with Fiscal Agents										
Type						8,691,618				
1	Construction Funds					8,691,618				
2	Principal & Interest Accounts					2,131,979				

Attachment: 2020-06 Investment Report (4101) : RECEIPT OF QUARTERLY INVESTMENT REPORT -



City of Moreno Valley

MONTHLY ACCOUNT STATEMENT

JUNE 1, 2020 THROUGH JUNE 30, 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	2.19%
Average Purchase YTM	1.95%
Average Market YTM	0.42%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.82 yrs
Average Life	2.65 yrs

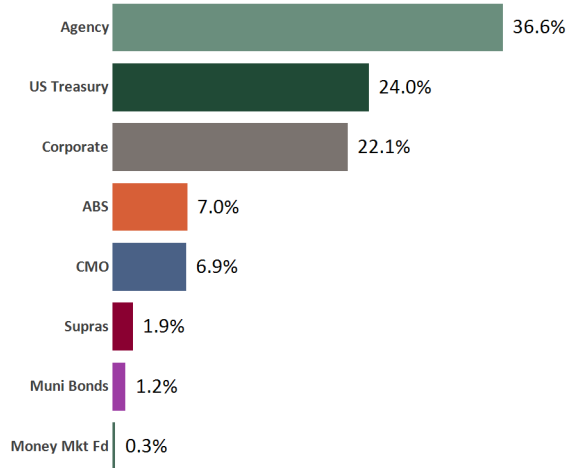
ACCOUNT SUMMARY

	Beg. Values as of 5/31/20	End Values as of 6/30/20
Market Value	166,717,387	167,262,512
Accrued Interest	808,740	758,011
Total Market Value	167,526,127	168,020,522
Income Earned	273,901	267,114
Cont/WD		0
Par	159,679,729	160,035,042
Book Value	160,872,179	161,200,254
Cost Value	160,981,752	161,340,004

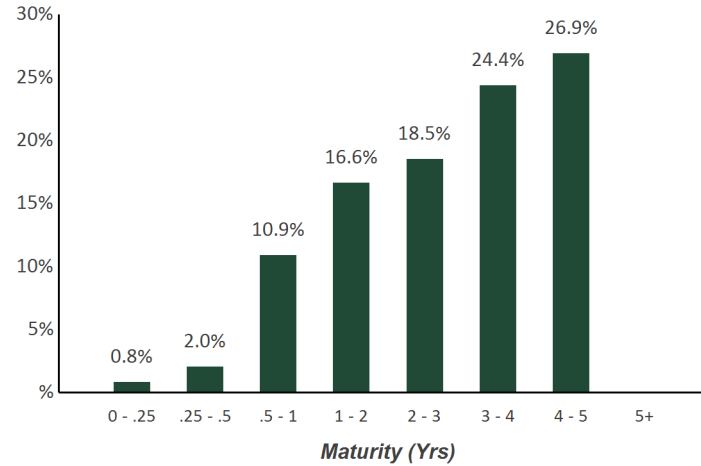
TOP ISSUERS

Government of United States	24.0%
Federal National Mortgage Assoc	16.2%
Federal Home Loan Mortgage Corp	14.2%
Federal Home Loan Bank	12.0%
John Deere ABS	2.3%
Toyota Motor Corp	1.7%
US Bancorp	1.6%
Inter-American Dev Bank	1.6%
Total	73.6%

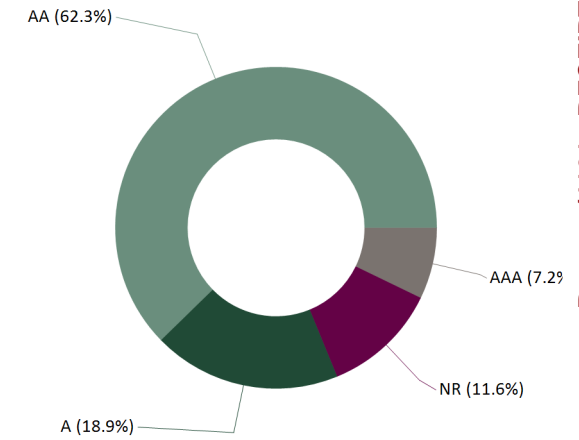
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	5/31/20	
City of Moreno Valley	0.30%	1.47%	3.99%	5.34%	5.11%	3.36%	2.54%	2.10%	2.17	
ICE BAML 1-5 Year US Treasury/Agency Index	0.07%	0.30%	4.06%	5.21%	5.04%	3.22%	2.30%	1.83%	1.89	
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.14%	0.75%	4.06%	5.32%	5.16%	3.32%	2.42%	1.99%	2.05	

Attachment: 2020-06 Investment Report (4101 : RECEIPT OF QUARTERLY INVESTMENT REPORT -



Statement of Compliance

As of June 30, 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
U.S. Agency Issues	No Limitation	Complies
Supranational Securities	"AA" rating by a NRSRO; 30% maximum; 5% max per issuer; Issued by International Bank for Reconstruction (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (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 issued; 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" rating 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
Certificates of Deposit (CD)/ Time Deposit (TD)/ Bank Deposit (Collateralized/FDIC insured)	5% max per issuer	Complies
Asset-Backed Securities, Mortgage Pass-Through Securities, Collateralized Mortgage Backed Securities	"AA" rating or better by a NRSRO; 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

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	185,997.60	04/27/2018 2.62%	183,105.93 185,010.49	100.27 0.29%	186,506.16 138.88	0.11% 1,495.67	Aaa / AAA NR	1.1 0.2
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	20,531.66	07/11/2017 1.83%	20,530.16 20,531.20	100.19 0.54%	20,570.59 16.61	0.01% 39.39	Aaa / NR AAA	1.2 0.1
47788CAC6	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	122,581.15	02/21/2018 2.68%	122,572.33 122,577.32	100.68 0.74%	123,410.88 144.92	0.07% 833.56	Aaa / NR AAA	1.8 0.3
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	601,610.16	08/21/2018 2.98%	601,527.61 601,565.79	101.75 0.22%	612,159.96 492.99	0.36% 10,594.17	Aaa / NR AAA	2.1 0.6
89238TAD5	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	1,775,363.39	07/25/2019 1.48%	1,794,157.27 1,788,604.53	101.52 0.31%	1,802,419.92 2,335.59	1.07% 13,815.39	Aaa / AAA NR	2.2 0.5
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	677,655.66	07/18/2018 3.10%	677,604.30 677,627.37	101.60 0.33%	688,502.86 927.64	0.41% 10,875.49	Aaa / NR AAA	2.3 0.5
58770FAC6	Mercedes Benz Auto Lease Trust 2020-A A3 1.84% Due 12/15/2022	570,000.00	01/21/2020 1.87%	569,924.87 569,935.88	101.53 0.66%	578,738.67 466.13	0.34% 8,802.79	Aaa / AAA NR	2.4 1.2
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	988,741.26	09/16/2019 1.40%	1,002,490.94 999,393.48	102.06 0.40%	1,009,095.27 1,344.69	0.60% 9,701.79	Aaa / AAA NR	2.7 0.7
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 1,524,469.01	102.62 0.53%	1,539,234.00 1,940.00	0.92% 14,764.99	Aaa / NR AAA	3.0 1.0
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 1,149,993.10	102.06 0.55%	1,173,639.40 909.78	0.70% 23,646.30	Aaa / AAA NR	3.1 1.6
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	590,000.00	07/16/2019 2.23%	589,874.74 589,901.51	101.81 0.88%	600,703.19 579.51	0.36% 10,801.68	Aaa / NR AAA	3.4 1.3
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	785,000.00	10/01/2019 1.95%	784,939.48 784,949.23	102.58 0.32%	805,278.12 465.33	0.48% 20,328.89	NR / AAA AAA	3.8 1.7
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 1,229,944.54	102.78 0.48%	1,264,216.14 1,055.07	0.75% 34,271.60	Aaa / AAA NR	4.0 1.8
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	525,000.00	05/18/2020 0.83%	524,958.68 524,959.64	100.67 0.52%	528,516.45 191.33	0.31% 3,556.81	Aaa / AAA NR	4.0 2.18

Attachment: 2020-06 Investment Report (4101) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

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%	864,947.15 864,950.81	100.85 0.74%	872,322.23 422.89	0.52% 7,371.42	Aaa / NR AAA	4.1 2.3
Total ABS		11,587,480.88	1.84%	11,647,789.45 11,634,413.90	0.48%	11,805,313.84 11,431.36	7.03% 170,899.94	Aaa / AAA AAA	3.0 1.2
AGENCY									
3133EG2L8	FFCB Note 1.92% Due 12/28/2020	1,880,000.00	12/18/2017 2.03%	1,873,777.20 1,878,985.41	100.84 0.21%	1,895,865.32 300.80	1.13% 16,879.91	Aaa / AA+ AAA	0.9 0.4
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,410,000.00	02/17/2016 1.46%	1,404,303.60 1,409,276.65	100.73 0.22%	1,420,343.76 7,162.60	0.85% 11,067.11	Aaa / AA+ AAA	0.6 0.6
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,675,000.00	Various 1.47%	1,667,519.85 1,673,985.32	100.74 0.25%	1,687,311.25 7,996.96	1.01% 13,325.93	Aaa / AA+ AAA	0.6 0.6
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18%	1,680,695.00 1,675,993.65	100.90 0.19%	1,690,076.68 3,198.78	1.01% 14,083.03	Aaa / AA+ AAA	0.8 0.8
313379RB7	FHLB Note 1.875% Due 6/11/2021	1,000,000.00	08/30/2017 1.67%	1,007,540.00 1,001,885.00	101.51 0.28%	1,015,050.00 1,041.67	0.60% 13,165.00	Aaa / AA+ AAA	0.9 0.9
313373ZY1	FHLB Note 3.625% Due 6/11/2021	2,000,000.00	02/11/2019 2.51%	2,049,900.00 2,020,253.53	103.22 0.22%	2,064,326.00 4,027.78	1.23% 44,072.47	Aaa / AA+ NR	0.9 0.9
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33%	1,089,836.00 1,097,794.49	100.98 0.18%	1,110,728.30 5,740.63	0.66% 12,933.81	Aaa / AA+ AAA	1.0 1.0
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32%	1,610,283.75 1,621,672.81	101.06 0.17%	1,642,283.50 7,058.60	0.98% 20,610.69	Aaa / AA+ AAA	1.1 1.1
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	1,740,000.00	Various 1.76%	1,710,142.50 1,731,992.59	101.50 0.19%	1,766,066.94 5,582.50	1.05% 34,074.35	Aaa / AA+ AAA	1.2 1.2
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,400,000.00	11/29/2018 2.91%	1,403,528.00 1,401,576.99	103.60 0.19%	1,450,398.60 9,216.67	0.87% 48,821.61	Aaa / AA+ NR	1.2 1.2
3135G0S38	FNMA Note 2% Due 1/5/2022	1,700,000.00	04/25/2017 1.92%	1,706,205.00 1,702,001.96	102.74 0.19%	1,746,585.10 16,622.22	1.05% 44,583.14	Aaa / AA+ AAA	1.5 1.4
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	450,000.00	01/27/2017 2.03%	457,185.15 452,228.23	103.33 0.20%	465,001.65 4,987.50	0.28% 12,773.42	Aaa / AA+ AAA	1.5 1.5

Attachment: 2020-06 Investment Report (4101) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

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									
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,725,000.00	06/19/2017 1.88%	1,724,739.53 1,724,904.30	102.95 0.20%	1,775,911.65 7,726.56	1.06% 51,007.35	Aaa / AA+ AAA	1.7 1.7
3135G0T78	FNMA Note 2% Due 10/5/2022	900,000.00	12/12/2017 2.25%	889,749.00 895,180.80	103.83 0.30%	934,474.50 4,300.00	0.56% 39,293.70	Aaa / AA+ AAA	2.2 2.2
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,850,000.00	04/11/2018 2.71%	1,822,731.00 1,835,418.99	105.64 0.16%	1,954,386.25 19,771.88	1.17% 118,967.26	Aaa / AA+ AAA	2.5 2.4
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	3,110,000.00	05/05/2020 0.39%	3,108,693.80 3,108,759.53	100.26 0.28%	3,118,079.78 1,749.38	1.86% 9,320.25	Aaa / AA+ AAA	2.8 2.8
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	3,080,000.00	05/20/2020 0.35%	3,070,729.20 3,071,067.86	99.90 0.29%	3,076,766.00 834.17	1.83% 5,698.14	NR / AA+ AAA	2.8 2.8
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	3,000,000.00	Various 2.39%	3,038,014.00 3,030,035.71	107.49 0.22%	3,224,595.00 2,750.00	1.92% 194,559.29	Aaa / AA+ AAA	2.9 2.8
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,700,000.00	01/16/2019 2.73%	1,749,623.00 1,734,869.47	110.37 0.34%	1,876,339.30 3,665.63	1.12% 141,469.83	Aaa / AA+ AAA	3.4 3.2
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,400,000.00	04/29/2019 2.37%	1,400,098.00 1,400,074.36	107.22 0.40%	1,501,073.00 10,436.81	0.90% 100,998.64	Aaa / AA+ NR	3.6 3.5
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	3,000,000.00	Various 1.94%	3,131,160.00 3,104,783.76	109.71 0.40%	3,291,375.00 4,072.92	1.96% 186,591.24	Aaa / AA+ NR	3.9 3.7
3135G0V75	FNMA Note 1.75% Due 7/2/2024	3,000,000.00	07/16/2019 1.96%	2,969,790.00 2,975,625.26	105.57 0.35%	3,167,211.00 26,104.17	1.90% 191,585.74	Aaa / AA+ AAA	4.0 3.8
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	3,000,000.00	09/13/2019 1.79%	3,155,070.00 3,130,500.25	110.42 0.37%	3,312,465.00 25,875.00	1.99% 181,964.75	Aaa / AA+ AAA	4.2 3.9
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,180,000.00	10/17/2019 1.66%	1,177,982.20 1,178,266.51	105.08 0.43%	1,239,886.18 4,048.06	0.74% 61,619.67	Aaa / AA+ AAA	4.3 4.1
3135G0X24	FNMA Note 1.625% Due 1/7/2025	3,210,000.00	Various 1.18%	3,276,100.10 3,271,836.49	105.35 0.43%	3,381,840.93 24,777.19	2.03% 110,004.44	Aaa / AA+ AAA	4.5 4.3
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	3,590,000.00	02/13/2020 1.52%	3,587,235.70 3,587,444.73	104.78 0.45%	3,761,634.31 20,492.92	2.25% 174,189.58	Aaa / NR AAA	4.6 4.4
3130A4CH3	FHLB Note 2.375% Due 3/14/2025	2,750,000.00	03/19/2020 1.18%	2,908,867.50 2,899,876.65	108.93 0.46%	2,995,459.50 19,412.33	1.79% 95,582.85	Aaa / AA+ AAA	4.7 4.4
3135G03U5	FNMA Note 0.625% Due 4/22/2025	2,830,000.00	04/22/2020 0.67%	2,824,170.20 2,824,387.54	100.81 0.45%	2,852,923.00 3,291.84	1.70% 28,535.46	NR / AA+ AAA	4.8 4.7

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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
AGENCY									
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,780,000.00	06/17/2020 0.54%	1,776,315.40 1,776,339.64	100.04 0.49%	1,780,679.96 296.67	1.06% 4,340.32	NR / AA+ AAA	4.9 4.9
Total Agency		58,760,000.00	1.60%	59,271,984.68 59,217,018.48	0.31%	61,199,137.46 252,542.24	36.57% 1,982,118.98	Aaa / AA+ AAA	2.9 2.8
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	470,232.25	09/12/2017 1.92%	489,519.12 475,249.63	101.59 0.84%	477,731.02 245.30	0.28% 2,481.39	Aaa / AA+ NR	0.9 0.7
3137BFDQ1	FHLMC K717 A2 2.991% Due 9/25/2021	1,039,117.07	12/28/2018 2.89%	1,039,766.52 1,039,410.27	102.18 1.57%	1,061,791.64 2,590.00	0.63% 22,381.37	NR / NR AAA	1.2 1.0
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	2,790,000.00	Various 2.19%	2,877,120.79 2,837,148.91	104.10 0.84%	2,904,454.17 7,184.25	1.73% 67,305.26	Aaa / NR NR	2.1 1.8
3137B5JM6	FHLMC K034 A2 3.531% Due 7/25/2023	1,500,000.00	08/28/2018 3.03%	1,531,816.41 1,519,900.82	108.19 0.66%	1,622,883.00 4,413.75	0.97% 102,982.18	NR / NR AAA	3.0 2.8
3137B4WB8	FHLMC K033 A2 3.06% Due 7/25/2023	1,500,000.00	08/19/2019 0.96%	1,562,812.50 1,549,048.98	106.81 0.64%	1,602,105.00 765.00	0.95% 53,056.02	Aaa / NR NR	3.0 2.8
3137B7MZ9	FHLMC K036 A2 3.527% Due 10/25/2023	2,145,000.00	Various 2.79%	2,209,267.38 2,193,064.20	108.74 0.68%	2,332,492.31 1,260.90	1.39% 139,428.11	Aaa / NR AAA	3.3 3.0
3137BYPQ7	FHLMC K726 A2 2.905% Due 4/25/2024	1,458,274.64	04/22/2019 2.72%	1,468,699.03 1,466,228.44	106.75 0.92%	1,556,690.66 3,530.24	0.93% 90,462.22	NR / AAA NR	3.8 3.3
Total CMO		10,902,623.96	2.38%	11,179,001.75 11,080,051.25	0.83%	11,558,147.80 19,989.44	6.89% 478,096.55	Aaa / AAA AAA	2.7 2.4
CORPORATE									
0258M0DX4	American Express Credit Callable Note Cont 08/14/20 2.6% Due 9/14/2020	900,000.00	09/20/2017 2.01%	914,913.00 900,620.79	100.26 0.50%	902,304.00 6,955.00	0.54% 1,683.21	A2 / A- A	0.2 0.1
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	425,000.00	10/29/2015 2.02%	424,660.00 424,976.74	100.41 0.42%	426,731.45 1,369.44	0.25% 1,754.71	Aaa / AAA AA+	0.3 0.2
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 1,050,349.01	100.48 0.43%	1,055,072.55 3,890.83	0.63% 4,723.54	A3 / A A	0.3 0.2

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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									
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 1,161,853.14	101.15 0.50%	1,173,333.04 8,591.74	0.70% 11,479.90	Aa1 / AA NR	0.6 0.6
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	425,000.00	05/24/2017 2.12%	435,340.25 426,851.31	101.67 0.33%	432,097.50 3,867.50	0.26% 5,246.19	A2 / A A	0.6 0.6
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	1,055,000.00	Various 3.25%	1,047,595.75 1,052,868.56	102.31 0.32%	1,079,357.84 4,395.83	0.65% 26,489.28	A2 / A NR	0.8 0.8
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96%	579,698.40 579,946.82	101.44 0.33%	588,325.32 1,319.50	0.35% 8,378.50	A1 / A AA-	0.8 0.8
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	770,000.00	Various 1.57%	769,085.90 769,798.26	101.37 0.21%	780,541.30 4,740.85	0.47% 10,743.04	Aaa / AAA AA+	1.1 1.0
69371RN44	Paccar Financial Corp Note 1.65% Due 8/11/2021	1,100,000.00	05/23/2018 3.15%	1,050,093.00 1,082,740.85	101.33 0.45%	1,114,680.60 7,058.33	0.67% 31,939.75	A1 / A+ NR	1.1 1.1
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 1,093,786.39	101.71 0.38%	1,118,799.00 6,153.89	0.67% 25,012.61	A3 / A A-	1.2 1.1
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 1,237,495.05	101.78 0.29%	1,272,226.25 6,487.85	0.76% 34,731.20	A1 / AA- NR	1.2 1.1
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	1,200,000.00	Various 3.19%	1,176,750.00 1,189,885.56	103.09 0.57%	1,237,044.00 14,733.34	0.75% 47,158.44	A1 / A+ A+	1.5 1.4
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 1,510,103.89	104.16 0.57%	1,562,472.00 23,237.50	0.94% 52,368.11	A1 / A+ A+	1.5 1.4
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 1,169,956.35	103.77 0.55%	1,214,110.17 12,182.63	0.73% 44,153.82	A2 / A A+	2.0 1.9
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	1,050,000.00	11/29/2017 2.58%	1,032,234.00 1,041,851.30	103.63 0.53%	1,088,134.95 7,250.83	0.65% 46,283.65	A2 / A NR	2.1 2.1
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%	940,832.50 945,265.75	103.55 0.66%	983,694.60 13,019.01	0.59% 38,428.85	A2 / A- AA-	2.5 1.4
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	665,000.00	08/01/2019 2.27%	673,179.50 670,992.57	105.16 0.56%	699,340.60 7,636.42	0.42% 28,348.03	A2 / A A	2.5 2.5

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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									
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	780,000.00	Various 2.49%	786,043.20 786,102.90	106.23 0.46%	828,605.70 6,976.66	0.50% 42,502.80	A2 / A A	2.6 2.5
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	715,000.00	11/28/2018 3.54%	681,959.85 693,805.20	105.71 0.38%	755,805.05 2,764.67	0.45% 61,999.85	Aa1 / AA+ NR	2.8 2.7
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	900,000.00	03/20/2019 3.33%	909,477.00 906,574.86	107.32 1.03%	965,848.50 3,240.00	0.58% 59,273.64	A2 / A- A+	2.9 2.7
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	335,000.00	07/11/2018 3.49%	334,420.45 334,647.95	107.60 0.91%	360,444.59 5,361.40	0.22% 25,796.64	A3 / A- NR	3.0 2.8
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	1,900,000.00	Various 2.64%	1,960,162.00 1,945,177.23	108.58 0.66%	2,063,077.00 25,491.66	1.24% 117,899.77	A1 / A AA-	3.1 2.9
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	1,635,000.00	Various 3.02%	1,673,579.30 1,665,204.10	108.63 0.94%	1,776,090.69 13,335.47	1.07% 110,886.59	A3 / A- NR	3.2 3.0
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	1,900,000.00	Various 2.73%	1,930,235.00 1,923,743.13	106.90 0.94%	2,031,027.80 21,733.89	1.22% 107,284.67	A2 / A- A+	3.6 2.5
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,900,000.00	Various 2.77%	1,940,554.00 1,931,466.55	108.90 0.80%	2,069,008.80 18,868.06	1.24% 137,542.25	Aa3 / A AA-	3.7 3.4
404280BS7	HSBC Holdings PLC Callable Note 1X 5/18/2023 3.95% Due 5/18/2024	1,000,000.00	08/28/2019 2.21%	1,050,660.00 1,041,662.93	107.47 1.30%	1,074,705.00 4,718.06	0.64% 33,042.07	A2 / A- A+	3.8 2.7
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 1,771,698.15	106.50 0.74%	1,863,835.75 17,616.67	1.12% 92,137.60	A1 / A+ AA-	4.0 3.7
009158AV8	Air Products & Chemicals Callable Note Cont 4/30/2024 3.35% Due 7/31/2024	500,000.00	08/07/2019 2.11%	527,750.00 522,492.61	109.13 0.92%	545,672.00 7,025.69	0.33% 23,179.39	A2 / A NR	4.0 3.5
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	670,000.00	08/08/2019 2.20%	668,519.30 668,779.46	105.30 0.84%	705,479.18 5,441.89	0.42% 36,699.72	A1 / A+ NR	4.1 3.9
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 1,899,125.21	105.22 1.02%	1,999,104.00 7,125.00	1.19% 99,978.79	A2 / A AA	4.3 4.1
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	2,020,000.00	Various 1.88%	2,044,446.00 2,042,434.14	106.13 0.72%	2,143,793.68 6,393.86	1.28% 101,359.54	A3 / A A	4.3 4.1

Attachment: 2020-06 Investment Report (4101) : RECEIPT OF QUARTERLY INVESTMENT REPORT -

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									
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	810,000.00	01/16/2020 2.10%	808,274.70 808,427.68	105.64 0.77%	855,650.79 7,380.00	0.51% 47,223.11	A1 / AA- AA-	4.5 4.2
Total Corporate		35,065,000.00	2.53%	35,251,424.10 35,250,684.44	0.66%	36,766,413.70 286,363.47	22.05% 1,515,729.26	A1 / A A+	2.6 2.3
MONEY MARKET FUND FI									
60934N104	Federated Investors Government Obligations Fund	424,937.04	Various 0.07%	424,937.04 424,937.04	1.00 0.07%	424,937.04 0.00	0.25% 0.00	Aaa / AAA AAA	0.0 0.0
Total Money Market Fund FI		424,937.04	0.07%	424,937.04 424,937.04	0.07%	424,937.04 0.00	0.25% 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 1,952,867.33	106.69 0.80%	2,043,056.05 11,490.00	1.22% 90,188.72	Aa2 / AA- AA	4.2 4.0
Total Municipal Bonds		1,915,000.00	1.91%	1,958,987.55 1,952,867.33	0.80%	2,043,056.05 11,490.00	1.22% 90,188.72	Aa2 / AA- AA	4.2 4.0
SUPRANATIONAL									
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	605,000.00	01/18/2018 2.35%	603,221.30 604,662.44	101.09 0.34%	611,564.25 5,898.75	0.37% 6,901.81	Aaa / AAA NR	0.5 0.5
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 1,674,361.39	102.78 0.32%	1,721,620.28 16,116.06	1.03% 47,258.89	Aaa / NR AAA	1.5 1.5
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	850,000.00	03/23/2018 2.79%	813,178.00 831,837.19	103.24 0.28%	877,534.90 4,421.18	0.52% 45,697.71	Aaa / AAA AAA	2.2 2.1
Total Supranational		3,130,000.00	2.36%	3,089,339.05 3,110,861.02	0.31%	3,210,719.43 26,435.99	1.93% 99,858.41	Aaa / AAA AAA	1.5 1.5
US TREASURY									
912828B90	US Treasury Note 2% Due 2/28/2021	1,650,000.00	Various 1.55%	1,683,525.06 1,654,702.84	101.20 0.21%	1,669,722.45 11,029.89	1.00% 15,019.61	Aaa / AA+ AAA	0.6 0.6

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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
US TREASURY									
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.58%	1,676,910.00 1,695,921.79	100.80 0.18%	1,713,679.91 5,341.53	1.02% 17,758.12	Aaa / AA+ AAA	0.7 0.7
912828C57	US Treasury Note 2.25% Due 3/31/2021	1,500,000.00	01/28/2019 2.58%	1,489,511.72 1,496,375.57	101.55 0.18%	1,523,320.50 8,483.61	0.91% 26,944.93	Aaa / AA+ AAA	0.7 0.7
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91%	980,766.29 1,007,463.87	100.94 0.18%	1,024,555.21 31.03	0.61% 17,091.34	Aaa / AA+ AAA	1.0 1.0
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48%	1,671,251.79 1,692,655.92	101.19 0.17%	1,720,187.50 4,807.38	1.03% 27,531.58	Aaa / AA+ AAA	1.2 1.2
912828F21	US Treasury Note 2.125% Due 9/30/2021	2,200,000.00	02/11/2019 2.47%	2,180,578.13 2,190,784.21	102.42 0.19%	2,253,281.80 11,751.37	1.35% 62,497.59	Aaa / AA+ AAA	1.2 1.2
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,785,000.00	03/13/2017 2.14%	1,752,722.58 1,774,181.45	102.61 0.19%	1,831,508.18 10,440.79	1.10% 57,326.73	Aaa / AA+ AAA	1.6 1.6
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,700,000.00	08/15/2017 1.82%	1,724,111.17 1,709,885.85	103.91 0.17%	1,766,405.40 98.17	1.05% 56,519.55	Aaa / AA+ AAA	2.0 1.9
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,750,000.00	10/17/2017 1.99%	1,730,585.94 1,741,184.21	103.54 0.17%	1,812,002.50 7,698.09	1.08% 70,818.29	Aaa / AA+ AAA	2.2 2.2
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,750,000.00	01/25/2018 2.46%	1,722,792.97 1,736,199.99	104.87 0.17%	1,835,244.25 101.05	1.09% 99,044.26	Aaa / AA+ AAA	2.5 2.4
912828T91	US Treasury Note 1.625% Due 10/31/2023	3,200,000.00	Various 1.80%	3,176,515.63 3,181,816.96	104.77 0.19%	3,352,624.00 8,760.87	2.00% 170,807.04	Aaa / AA+ AAA	3.3 3.2
912828V23	US Treasury Note 2.25% Due 12/31/2023	3,150,000.00	Various 1.81%	3,209,369.15 3,196,268.41	107.16 0.20%	3,375,420.30 192.60	2.01% 179,151.89	Aaa / AA+ AAA	3.5 3.3
912828B66	US Treasury Note 2.75% Due 2/15/2024	3,150,000.00	Various 1.81%	3,279,865.24 3,252,034.07	109.18 0.21%	3,439,283.40 32,603.36	2.07% 187,249.33	Aaa / AA+ AAA	3.6 3.4
912828X70	US Treasury Note 2% Due 4/30/2024	3,100,000.00	Various 1.86%	3,119,312.50 3,115,324.54	106.81 0.21%	3,311,187.50 10,445.65	1.98% 195,862.96	Aaa / AA+ AAA	3.8 3.7
912828XX3	US Treasury Note 2% Due 6/30/2024	3,000,000.00	07/30/2019 1.87%	3,018,867.19 3,015,337.47	107.07 0.22%	3,211,992.00 163.04	1.91% 196,654.53	Aaa / AA+ AAA	4.0 3.8
912828D56	US Treasury Note 2.375% Due 8/15/2024	3,000,000.00	08/29/2019 1.45%	3,133,007.81 3,110,546.23	108.80 0.23%	3,263,907.00 26,816.62	1.96% 153,360.77	Aaa / AA+ AAA	4.1 3.9

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Holdings Report

As of June 30, 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									
9128283D0	US Treasury Note 2.25% Due 10/31/2024	2,900,000.00	Various 1.76%	2,966,847.66 2,958,736.82	108.64 0.25%	3,150,464.30 10,993.21	1.88% 191,727.48	Aaa / AA+ AAA	4.3 4.1
Total US Treasury		38,250,000.00	1.87%	38,516,540.83 38,529,420.20	0.20%	40,254,786.20 149,758.26	24.05% 1,725,366.00	Aaa / AA+ AAA	2.8 2.7
TOTAL PORTFOLIO		160,035,041.88	1.95%	161,340,004.45 161,200,253.66	0.42%	167,262,511.52 758,010.76	100.00% 6,062,257.86	Aa1 / AA AAA	2.8 2.5
TOTAL MARKET VALUE PLUS ACCRUED						168,020,522.28			

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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	06/01/2020	60934N104	77.75	Federated Investors Government Obligations Fund	1.000	0.09%	77.75	0.00	77.75	0.00
Purchase	06/08/2020	60934N104	28,687.50	Federated Investors Government Obligations Fund	1.000	0.09%	28,687.50	0.00	28,687.50	0.00
Purchase	06/11/2020	60934N104	45,625.00	Federated Investors Government Obligations Fund	1.000	0.09%	45,625.00	0.00	45,625.00	0.00
Purchase	06/14/2020	60934N104	43,125.00	Federated Investors Government Obligations Fund	1.000	0.09%	43,125.00	0.00	43,125.00	0.00
Purchase	06/15/2020	60934N104	792.92	Federated Investors Government Obligations Fund	1.000	0.09%	792.92	0.00	792.92	0.00
Purchase	06/15/2020	60934N104	215.25	Federated Investors Government Obligations Fund	1.000	0.09%	215.25	0.00	215.25	0.00
Purchase	06/15/2020	60934N104	874.00	Federated Investors Government Obligations Fund	1.000	0.09%	874.00	0.00	874.00	0.00
Purchase	06/15/2020	60934N104	1,978.25	Federated Investors Government Obligations Fund	1.000	0.09%	1,978.25	0.00	1,978.25	0.00
Purchase	06/15/2020	60934N104	1,705.83	Federated Investors Government Obligations Fund	1.000	0.09%	1,705.83	0.00	1,705.83	0.00
Purchase	06/15/2020	60934N104	1,086.58	Federated Investors Government Obligations Fund	1.000	0.09%	1,086.58	0.00	1,086.58	0.00
Purchase	06/15/2020	60934N104	3,637.50	Federated Investors Government Obligations Fund	1.000	0.09%	3,637.50	0.00	3,637.50	0.00
Purchase	06/15/2020	60934N104	40,395.90	Federated Investors Government Obligations Fund	1.000	0.09%	40,395.90	0.00	40,395.90	0.00
Purchase	06/15/2020	60934N104	5,569.28	Federated Investors Government Obligations Fund	1.000	0.09%	5,569.28	0.00	5,569.28	0.00
Purchase	06/15/2020	60934N104	13,347.03	Federated Investors Government Obligations Fund	1.000	0.09%	13,347.03	0.00	13,347.03	0.00
Purchase	06/15/2020	60934N104	44,286.27	Federated Investors Government Obligations Fund	1.000	0.09%	44,286.27	0.00	44,286.27	0.00
Purchase	06/15/2020	60934N104	13,808.74	Federated Investors Government Obligations Fund	1.000	0.09%	13,808.74	0.00	13,808.74	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	06/15/2020	60934N104	136,961.93	Federated Investors Government Obligations Fund	1.000	0.09%	136,961.93	0.00	136,961.93	0.00
Purchase	06/18/2020	60934N104	1,365,017.57	Federated Investors Government Obligations Fund	1.000	0.09%	1,365,017.57	0.00	1,365,017.57	0.00
Purchase	06/19/2020	3135G04Z3	1,780,000.00	FNMA Note 0.5% Due 6/17/2025	99.793	0.54%	1,776,315.40	0.00	1,776,315.40	0.00
Purchase	06/19/2020	60934N104	41,250.00	Federated Investors Government Obligations Fund	1.000	0.09%	41,250.00	0.00	41,250.00	0.00
Purchase	06/22/2020	60934N104	1,269.08	Federated Investors Government Obligations Fund	1.000	0.09%	1,269.08	0.00	1,269.08	0.00
Purchase	06/22/2020	60934N104	47,608.75	Federated Investors Government Obligations Fund	1.000	0.09%	47,608.75	0.00	47,608.75	0.00
Purchase	06/25/2020	60934N104	6,304.51	Federated Investors Government Obligations Fund	1.000	0.09%	6,304.51	0.00	6,304.51	0.00
Purchase	06/25/2020	60934N104	4,413.75	Federated Investors Government Obligations Fund	1.000	0.09%	4,413.75	0.00	4,413.75	0.00
Purchase	06/25/2020	60934N104	3,825.00	Federated Investors Government Obligations Fund	1.000	0.09%	3,825.00	0.00	3,825.00	0.00
Purchase	06/25/2020	60934N104	7,184.25	Federated Investors Government Obligations Fund	1.000	0.09%	7,184.25	0.00	7,184.25	0.00
Purchase	06/25/2020	60934N104	2,002.83	Federated Investors Government Obligations Fund	1.000	0.09%	2,002.83	0.00	2,002.83	0.00
Purchase	06/25/2020	60934N104	4,042.06	Federated Investors Government Obligations Fund	1.000	0.09%	4,042.06	0.00	4,042.06	0.00
Purchase	06/25/2020	60934N104	4,767.39	Federated Investors Government Obligations Fund	1.000	0.09%	4,767.39	0.00	4,767.39	0.00
Purchase	06/28/2020	60934N104	18,048.00	Federated Investors Government Obligations Fund	1.000	0.09%	18,048.00	0.00	18,048.00	0.00
Purchase	06/30/2020	60934N104	107,803.13	Federated Investors Government Obligations Fund	1.000	0.07%	107,803.13	0.00	107,803.13	0.00
Subtotal			3,775,711.05				3,772,026.45	0.00	3,772,026.45	0.00

Attachment: 2020-06 Investment Report (4101) : 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
ACQUISITIONS										
Security Contribution	06/09/2020	60934N104	291.67	Federated Investors Government Obligations Fund	1.000		291.67	0.00	291.67	0.00
Security Contribution	06/30/2020	60934N104	300.00	Federated Investors Government Obligations Fund	1.000		300.00	0.00	300.00	0.00
Subtotal			591.67				591.67	0.00	591.67	0.00
TOTAL ACQUISITIONS			3,776,302.72				3,772,618.12	0.00	3,772,618.12	0.00
DISPOSITIONS										
Sale	06/18/2020	3135G0F73	350,000.00	FNMA Note 1.5% Due 11/30/2020	100.595	1.90%	352,082.50	262.50	352,345.00	2,685.00
Sale	06/18/2020	912828N89	1,000,000.00	US Treasury Note 1.375% Due 1/31/2021	100.742	1.40%	1,007,421.88	5,250.69	1,012,672.57	7,545.00
Sale	06/19/2020	60934N104	1,776,315.40	Federated Investors Government Obligations Fund	1.000	0.09%	1,776,315.40	0.00	1,776,315.40	0.00
Subtotal			3,126,315.40				3,135,819.78	5,513.19	3,141,332.97	10,231.00
Paydown	06/15/2020	43811BAC8	40,079.39	Honda Auto Receivables Trust 2017-2 A3 1.68% Due 8/16/2021	100.000		40,079.39	316.51	40,395.90	0.00
Paydown	06/15/2020	43813DAC2	0.00	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		0.00	215.25	215.25	0.00
Paydown	06/15/2020	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	06/15/2020	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	06/15/2020	47788BAD6	5,529.75	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		5,529.75	39.53	5,569.28	0.00
Paydown	06/15/2020	47788CAC6	13,046.39	John Deere Owner Trust 2018-A A3 2.66% Due 4/18/2022	100.000		13,046.39	300.64	13,347.03	0.00
Paydown	06/15/2020	47788EAC2	42,438.03	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	100.000		42,438.03	1,848.24	44,286.27	0.00

Attachment: 2020-06 Investment Report (4101 : 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	06/15/2020	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	06/15/2020	47789KAC7	0.00	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		0.00	792.92	792.92	0.00
Paydown	06/15/2020	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	06/15/2020	65479GAD1	11,258.74	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		11,258.74	2,550.00	13,808.74	0.00
Paydown	06/15/2020	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	06/15/2020	89238TAD5	132,256.47	Toyota Auto Receivables Trust 2018-B A3 2.96% Due 9/15/2022	100.000		132,256.47	4,705.46	136,961.93	0.00
Paydown	06/22/2020	43815HAC1	46,016.67	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 8/22/2022	100.000		46,016.67	1,592.08	47,608.75	0.00
Paydown	06/22/2020	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	06/25/2020	3137B4WB8	0.00	FHLMC K033 A2Due 7/25/2023	100.000		0.00	3,825.00	3,825.00	0.00
Paydown	06/25/2020	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	06/25/2020	3137B7MZ9	0.00	FHLMC K036 A2Due 10/25/2023	100.000		0.00	6,304.51	6,304.51	0.00
Paydown	06/25/2020	3137BDCC7	774.29	FHLMC K716 A2 3.13% Due 6/25/2021	100.000		774.29	1,228.54	2,002.83	0.00
Paydown	06/25/2020	3137BFDQ1	1,448.45	FHLMC K717 A2 2.991% Due 9/25/2021	100.000		1,448.45	2,593.61	4,042.06	0.00
Paydown	06/25/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	7,184.25	7,184.25	0.00
Paydown	06/25/2020	3137BYPQ7	1,234.16	FHLMC K726 A2 2.905% Due 4/25/2024	100.000		1,234.16	3,533.23	4,767.39	0.00
Subtotal			294,082.34				294,082.34	51,994.76	346,077.10	0.00

Attachment: 2020-06 Investment Report (4101 : 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										
Security Withdrawal	06/09/2020	60934N104	291.67	Federated Investors Government Obligations Fund	1.000		291.67	0.00	291.67	0.00
Security Withdrawal	06/30/2020	60934N104	300.00	Federated Investors Government Obligations Fund	1.000		300.00	0.00	300.00	0.00
Subtotal			591.67				591.67	0.00	591.67	0.00
TOTAL DISPOSITIONS			3,420,989.41				3,430,493.79	57,507.95	3,488,001.74	10,231.11
OTHER TRANSACTIONS										
Interest	06/08/2020	3130A0F70	1,700,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		28,687.50	0.00	28,687.50	0.00
Interest	06/11/2020	313373ZY1	2,000,000.00	FHLB Note 3.625% Due 6/11/2021	0.000		36,250.00	0.00	36,250.00	0.00
Interest	06/11/2020	313379RB7	1,000,000.00	FHLB Note 1.875% Due 6/11/2021	0.000		9,375.00	0.00	9,375.00	0.00
Interest	06/14/2020	3130A1XJ2	3,000,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		43,125.00	0.00	43,125.00	0.00
Interest	06/19/2020	3137EAEN5	3,000,000.00	FHLMC Note 2.75% Due 6/19/2023	0.000		41,250.00	0.00	41,250.00	0.00
Interest	06/28/2020	3133EG2L8	1,880,000.00	FFCB Note 1.92% Due 12/28/2020	0.000		18,048.00	0.00	18,048.00	0.00
Interest	06/30/2020	912828N30	1,750,000.00	US Treasury Note 2.125% Due 12/31/2022	0.000		18,593.75	0.00	18,593.75	0.00
Interest	06/30/2020	912828S27	1,015,000.00	US Treasury Note 1.125% Due 6/30/2021	0.000		5,709.38	0.00	5,709.38	0.00
Interest	06/30/2020	912828V23	3,150,000.00	US Treasury Note 2.25% Due 12/31/2023	0.000		35,437.50	0.00	35,437.50	0.00
Interest	06/30/2020	912828XG0	1,700,000.00	US Treasury Note 2.125% Due 6/30/2022	0.000		18,062.50	0.00	18,062.50	0.00
Interest	06/30/2020	912828XX3	3,000,000.00	US Treasury Note 2% Due 6/30/2024	0.000		30,000.00	0.00	30,000.00	0.00
Subtotal			23,195,000.00				284,538.63	0.00	284,538.63	0.00

Attachment: 2020-06 Investment Report (4101 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

Transaction Ledger

As of June 30, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	06/01/2020	60934N104	205,541.39	Federated Investors Government Obligations Fund	0.000		77.75	0.00	77.75	0.00
Subtotal			205,541.39				77.75	0.00	77.75	0.00
TOTAL OTHER TRANSACTIONS			23,400,541.39				284,616.38	0.00	284,616.38	0.00

Attachment: 2020-06 Investment Report (4101 : RECEIPT OF QUARTERLY INVESTMENT REPORT -

JULY 2020



Market Data

 World Stock Market Indices
 data as of 6/30/2020

	Diff (5/31/20)	% Change
S&P 500	3,100.29	55.98 1.84%
NASDAQ	10,058.77	568.90 5.99%
DOW JONES	25,812.88	429.77 1.69%
FTSE (UK)	6,169.74	93.14 1.53%
DAX (Germany)	12,310.93	724.08 6.25%
Hang Seng (Hong Kong)	24,427.19	1,465.72 6.38%
Nikkei (Japan)	22,288.14	410.25 1.88%

Source: Bloomberg. Please see descriptions of indices on Page 2.

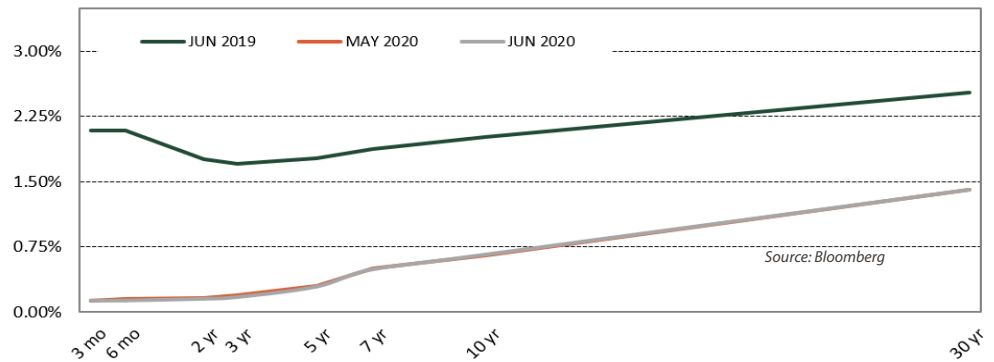
Market Summary

We believe the economy contracted sharply in the second quarter, but market participants are expecting a meaningful rebound in the current quarter. Although we anticipate that the recovery will be somewhat bumpy, we believe the weakest economic data is in the rearview mirror. Robust fiscal and monetary relief should continue to fuel improvement in economic output in the second half of the year. Job destruction from the pandemic has been severe but many jobs have started to return as indicated by the better than expected employment reports for May and June. Nevertheless, we believe there will be a growing amount of pressure on the federal government to provide additional fiscal relief this month, particularly as some temporary unemployment benefits are set to expire at the end of July. We believe the call for more state and local government fiscal support as well as another round of direct payments to households is likely to mount in the coming weeks.

The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June 9-11 meeting, as expected, with the fed funds target rate in the range of 0%-0.25%. According to the Fed's economic projections, policymakers expect to keep that range unchanged through 2022. Although some economic data has recently surprised to the upside, Fed Chair Powell has maintained a dovish tone. Multiple Fed policymakers have cautioned that the outlook for the economy remains highly uncertain and depends largely on the path of the pandemic. Overall, the Fed remains highly accommodative and we believe the Fed will continue to use its balance sheet to any extent necessary to support the flow of credit and stability of financial markets.

Treasury yields were nearly unchanged in June. The yield on 2-year Treasuries declined about one basis point to 0.15% and the yield on 10-year Treasuries was essentially unchanged at 0.66%. Global economic weakness continues to put downward pressure on inflation expectations. An ongoing global demand for safe-haven assets has also kept a lid on Treasury rates.

TREASURY YIELDS REMAIN LOW ON A HISTORICAL BASIS



At June month-end, Treasury yields were much lower on a year-over-year basis. The 3-month T-bill yield was down 196 basis points, the 2-year Treasury yield was down 161 basis points, and the 10-Year Treasury yield was down 135 basis points, year-over-year. Much of the spread movement was in the month of March 2020, with the Fed cutting rates by a total of 150 basis points and concerns about a global recession and a flight to safe-haven assets driving down yields across the curve.

TREASURY YIELDS	Trend (▲/▼)	6/30/2020	5/31/2020	Change
3-Month	-	0.13	0.13	0.00
2-Year	▼	0.15	0.16	-0.01
3-Year	▼	0.17	0.19	-0.02
5-Year	▼	0.29	0.30	-0.01
7-Year	▼	0.49	0.50	-0.01
10-Year	▲	0.66	0.65	0.01
30-Year	-	1.41	1.41	0.00

Source: Bloomberg

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 Continued to Tighten in June

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.00	0.07	(0.07)
2-year A corporate note	0.35	0.43	(0.08)
5-year A corporate note	0.66	0.79	(0.13)
5-year Agency note	0.18	0.20	(0.02)

Source: Bloomberg

Data as of 6/30/2020

Economic Data is Showing Early Signs of Improvement

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(54.60) \$Bln MAY 20	(49.80) \$Bln APR 20	(51.30) \$Bln MAY 19
Gross Domestic Product	(5.00%) MAR 20	2.10% DEC 19	3.10% MAR 19
Unemployment Rate	11.10% JUN 20	13.30% MAY 20	3.70% JUN 19
Prime Rate	3.25% JUN 20	3.25% MAY 20	5.50% JUN 19
Commodity Research Bureau Index	137.97 JUN 20	132.24 MAY 20	181.04 JUN 19
Oil (West Texas Int.)	\$39.27 JUN 20	\$35.49 MAY 20	\$58.47 JUN 19
Consumer Price Index (y/o/y)	0.10% MAY 20	0.30% APR 20	1.80% MAY 19
Producer Price Index (y/o/y)	(2.80%) MAY 20	(5.10%) APR 20	1.30% MAY 19
Dollar/Euro	1.12 JUN 20	1.11 MAY 20	1.14 MAY 19

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 0.1% year-over-year in May, down from 0.3% in April. Core CPI (CPI less food and energy) was up just 1.2% year-over-year in May, down from 1.4% in April. The Personal Consumption Expenditures (PCE) index was up just 0.5% year-over-year in May, versus up 0.6% year-over-year in April and 1.3% in March. Core PCE, which is the Fed's primary inflation gauge, was up 1.0% year-over-year in May, versus up 1.0% year-over-year in April and 1.7% in March. Consumer pricing data indicate that the effect of the pandemic has been deflationary.

Retail Sales

On a year-over-year basis, retail sales were down 6.1% in May versus down of 19.9% in April. On a month-over-month basis, retail sales jumped 17.7% in May (a much stronger rebound than expected), following a 14.7% decline in April. In May, month-over-month increases were particularly strong for clothing, furniture, sporting goods, electronics, appliances, and auto sales.

Labor Market

U.S. nonfarm payrolls were better than expected in June increasing by 4,800,000 versus expectations of 3,230,000. The unemployment rate declined to 11.1% in June (versus expectations of 12.5%) from 13.3% in May. If the workers who classified themselves as employed but absent from work in the June survey had instead been classified as unemployed on temporary layoff, the total unemployment rate would have been about 1% higher. Job growth was broad-based in June, with particularly strong gains in leisure and hospitality and retail trade, but the improvement was still a long way from recovering the number of jobs lost in those sectors in April. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, remained very high but eased to 18.0% in June from 21.2% in May. The labor participation rate increased to 61.5% in June from 60.8% in May.

Housing Starts

Housing starts rose 4.3% in May to an annual pace of 974,000. Single family starts were roughly flat at an annualized rate of 675,000, while multi-family starts increased 15.0% to an annualized rate of 299,000. Permits increased 14.4% in May to an annualized rate of 1,220,000.

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 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 and the U.S. Department of Labor. 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 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 the 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.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

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

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

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
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. Personnel Changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/19/20 6:55 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:28 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:24 AM

**City of Moreno Valley
Personnel Changes
September 1, 2020**

New Hires

Adhurim Kepuska, Utility Chief Engineer, Public Works Department / Moreno Valley Utility Division

Promotions

Janelle Bizzle

From: Senior Administrative Assistant, Financial & Management Services Department/ Financial Operations Division

To: Management Aide, Financial & Management Services Department

Jesus Mata

From: Lead Parks Maintenance Worker, Parks & Community Services / Park Maintenance

To: Landscape Inspector, Public Works Department / Maintenance & Operations Division

Serina Astorga

From: Recreation Program Leader, Parks & Community Services

To: Senior Administrative Assistant, Financial & Management Services Department

Transfers

None

Separations

Rhett Catania, Code Compliance Officer II, Community Development Department/Code Neighborhood Services Division

Paul Early, Assistant City Attorney, City Attorney Department

Darren Ziegler, Deputy City Attorney I, City Attorney Department



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NUMBER 47 AND 48 (RESO. NO. 2020-___ AND 2020-___)

RECOMMENDED ACTION

Recommendations:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-___, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 47).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2020-___, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District. (Amendment No. 48).

SUMMARY

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

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

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

As a condition of approval for development of their projects, Meritage Homes of California, Inc. and CLPF Heacock Street, LP (the "Property Owners") are required to provide a funding source for the operation and maintenance of certain public improvements (i.e., landscape maintenance services and/or street lighting) and have elected to annex the parcels of their projects into the District to satisfy the condition. The Property Owners have submitted Landowner Petitions approving the annexation and the City Clerk has confirmed the petitions are valid.

DISCUSSION

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

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

Annexation to the District

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

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

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

Property Owner/Project	Assessor's Parcel Number(s)	Location	Amendment No.
Meritage Homes of California, Inc. A single-family residential development PEN20-0015/SCP20-0006	485-220-032, 485-220-040 and 485-220-042	Southeast corner of Indian St. and Gentian Ave.	47
CLPF Heacock Street LP 1.7 million square foot industrial building PEN16-0006/SCP20-0007	316-100-051	East of Heacock St., south of Krameria Ave.	48

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

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

The Property Owners elected to annex their property into CFD No. 2014-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the property, allowing a special election of the landowner. Adoption of the attached resolutions (Attachments 1 & 2) adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary maps (Attachments 3 & 4) and amended notice of special tax lien for Amendment No. 47 and 48. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 5 & 6).

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

ALTERNATIVES

1. Adopt the proposed resolutions. *Staff recommends this alternative as it will annex the property into CFD No. 2014-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the proposed resolutions. *Staff does not recommend this*

alternative as it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.

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

FISCAL IMPACT

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

Property Owner	Service ¹ Tax Rate Area	# of Parcels/ Front Linear Footage ²	FY 2020/21 Maximum Special Tax Rate	FY 2020/21 Maximum Special Tax ³
Meritage Homes of California, Inc.	Single-Family Residential Street Lighting (SL-01)	221 parcels	\$264.49/per parcel	\$58,452.29
	Single Family Residential Landscaping (LM-01)		\$361.32/per parcel	\$79,851.72
CLPF Heacock Street LP	Street Lighting for Property Other than Single-Family Residential (SL-02)	663 linear feet	\$4.32/per front linear foot	\$2,864.16

¹For the Meritage Homes project, street lights are planned to be installed along Indian St. and on the interior streets of the development. Landscaping will be installed along Indian St., Gentian Ave., and Santiago Dr. For the CLPF Heacock Street LP project, street lights are planned to be installed along Heacock St.

²Estimated based on proposed parcel configuration. The special tax calculation will be based on final development of the project.

³The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate cannot exceed the maximum special tax rate. The FY 2020/21 applied rate for SL-01 is \$64.10/parcel, LM-01(F) is \$0/parcel, and SL-02 is \$1.21/front linear foot.

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

NOTIFICATION

On July 16, 2020, the annexation materials were mailed to the Property Owners. A cover letter, Landowner Petition, RMA, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred by:
Candace E. Cassel
Special Districts Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

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

ATTACHMENTS

1. Resolution Ordering Annexation - Amendment No. 47
2. Resolution Ordering Annexation - Amendment No. 48

- 3. Boundary Map CFD 2014-01 - Amendment No. 47
- 4. Boundary Map CFD 2014-01 - Amendment No. 48
- 5. Certificate of Election Official - Amendment No. 47
- 6. Certificate of Election Official - Amendment No. 48

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/21/20 8:11 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:12 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:20 AM

RESOLUTION NO. 2020-___

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

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

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

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

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

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 47 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

1
Resolution No. 2020-___
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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

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

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

2
Resolution No. 2020-____
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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

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

APPROVED AND ADOPTED this 1st day of September 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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 1st day of September 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: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

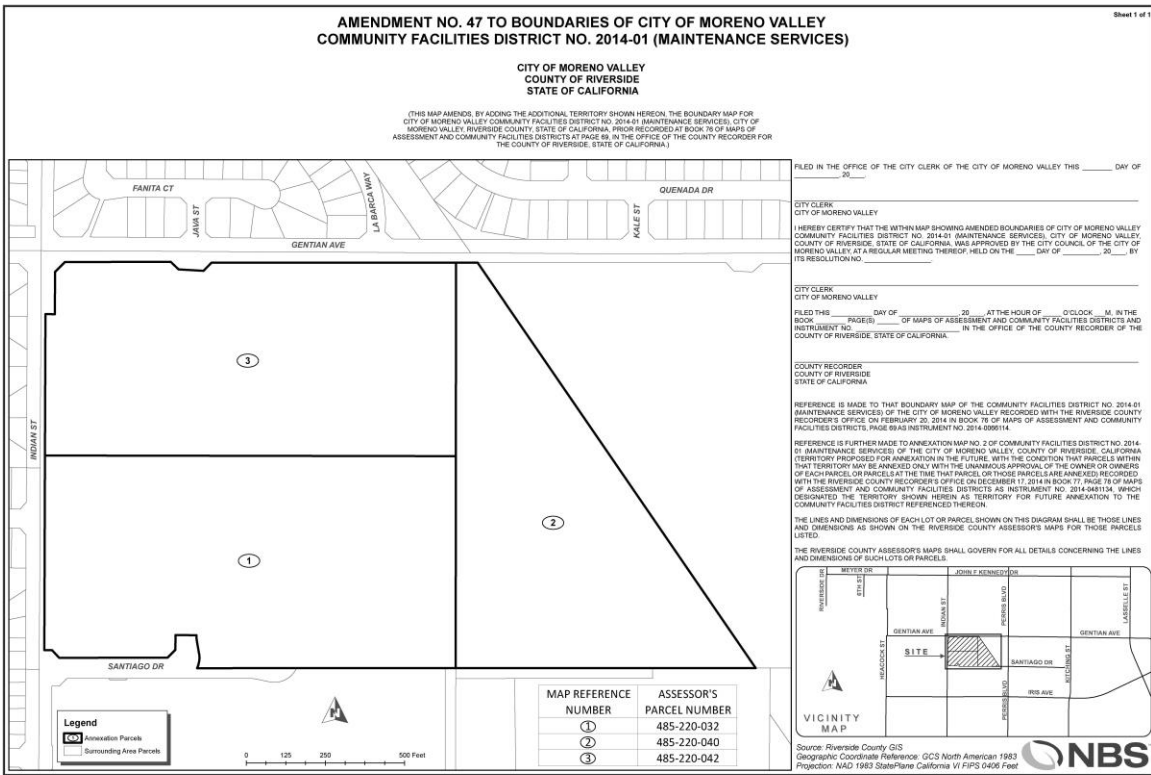
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 47	485-220-032	Street Lighting	SL-01
	485-220-040 485-220-042		LM-01(F)
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

5
Resolution No. 2020-____
Date Adopted: September 1, 2020

EXHIBIT B



Attachment: Resolution Ordering Annexation - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

6
Resolution No. 2020-____
Date Adopted: September 1, 2020

RESOLUTION NO. 2020-___

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

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

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

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

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

WHEREAS, the Annexation Parcel(s) are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 48 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

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

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

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

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

1
Resolution No. 2020-___
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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

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

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

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

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

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

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

6. This Resolution shall be effective immediately upon adoption.

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

2
Resolution No. 2020-____
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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

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

APPROVED AND ADOPTED this 1st day of September 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2020-3
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

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 1st day of September 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: September 1, 2020

Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

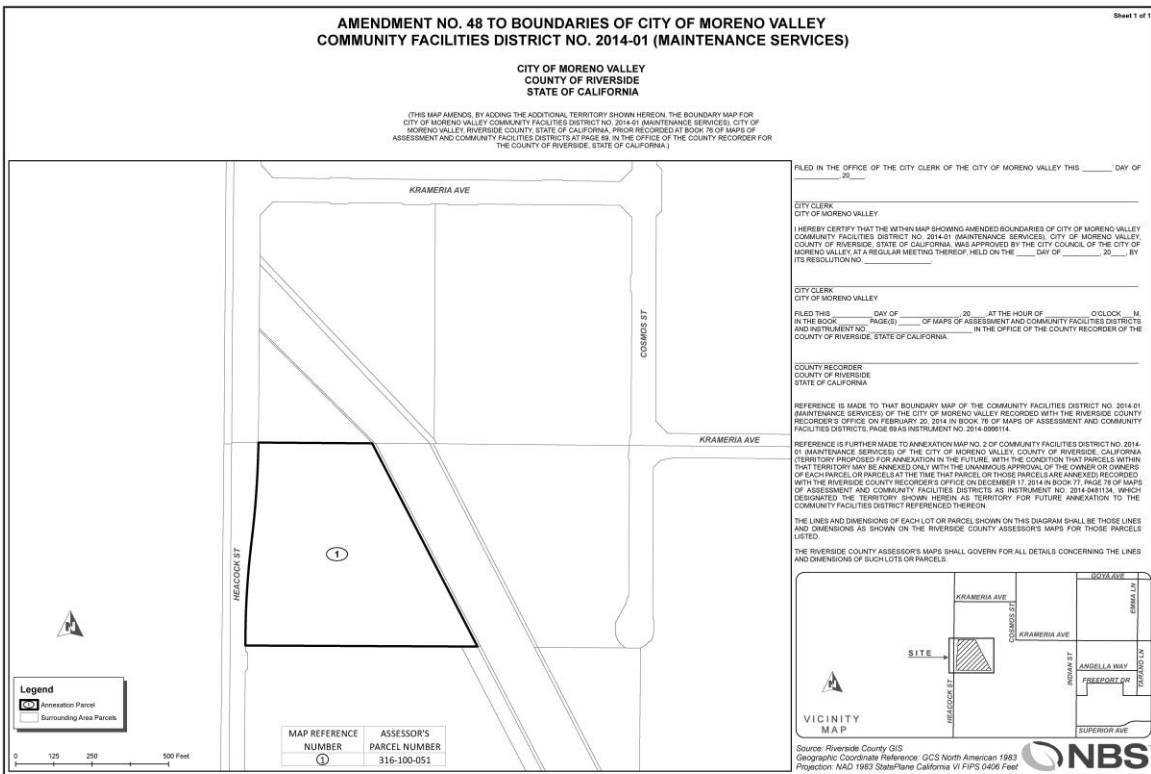
EXHIBIT A

List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 48	316-100-051	Street Lighting	SL-02
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

5
Resolution No. 2020-_____
Date Adopted: September 1, 2020

EXHIBIT B



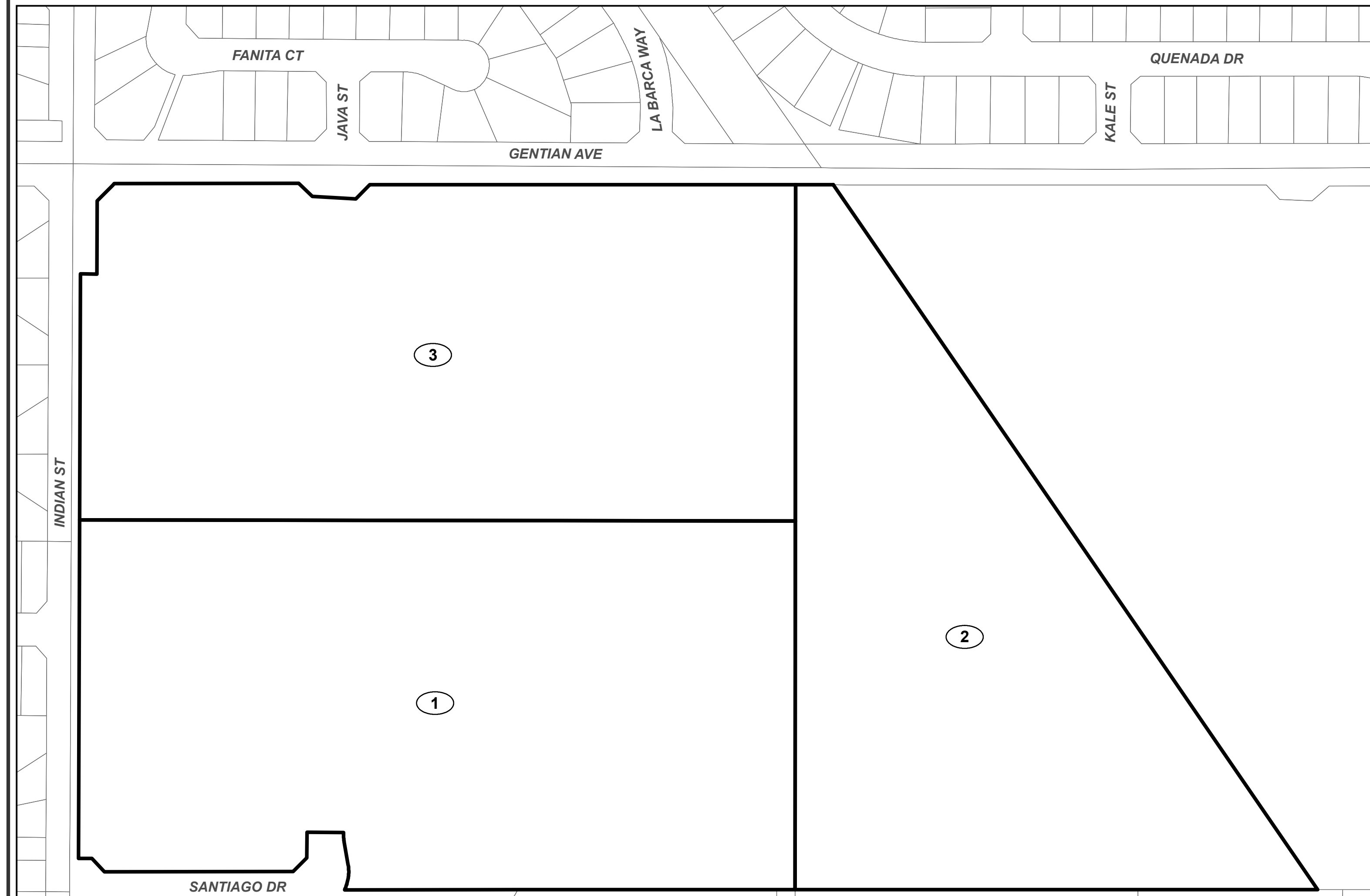
Attachment: Resolution Ordering Annexation - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS

6
Resolution No. 2020-____
Date Adopted: September 1, 2020

AMENDMENT NO. 47 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M, IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

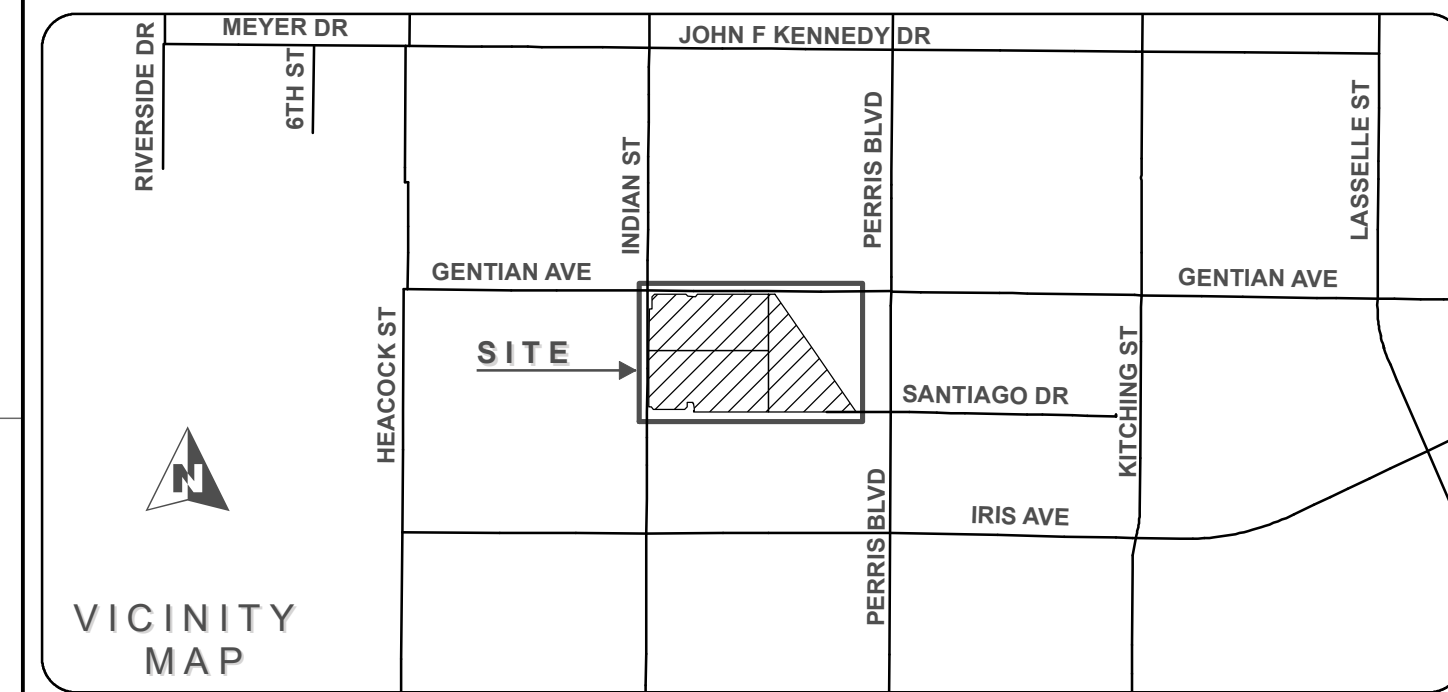
REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT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

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

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

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	485-220-032
②	485-220-040
③	485-220-042

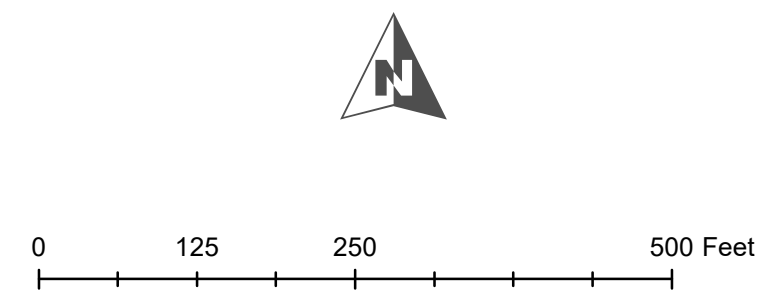


Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend

- ① Annexation Parcels
- Surrounding Area Parcels

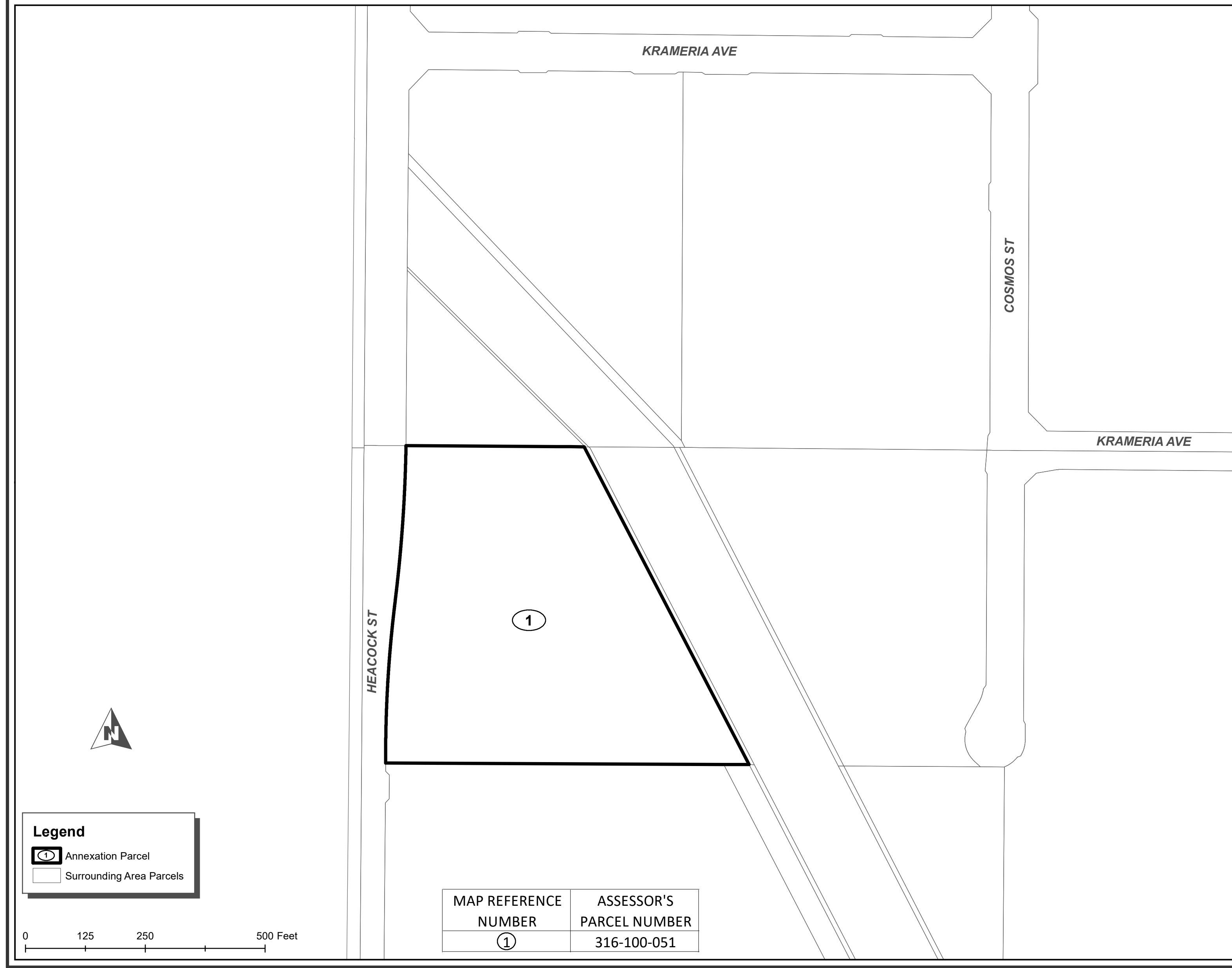


Attachment: Boundary Map CFD 2014-01 - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (M)

AMENDMENT NO. 48 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK ____ M, IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

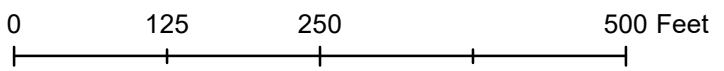
REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY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

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

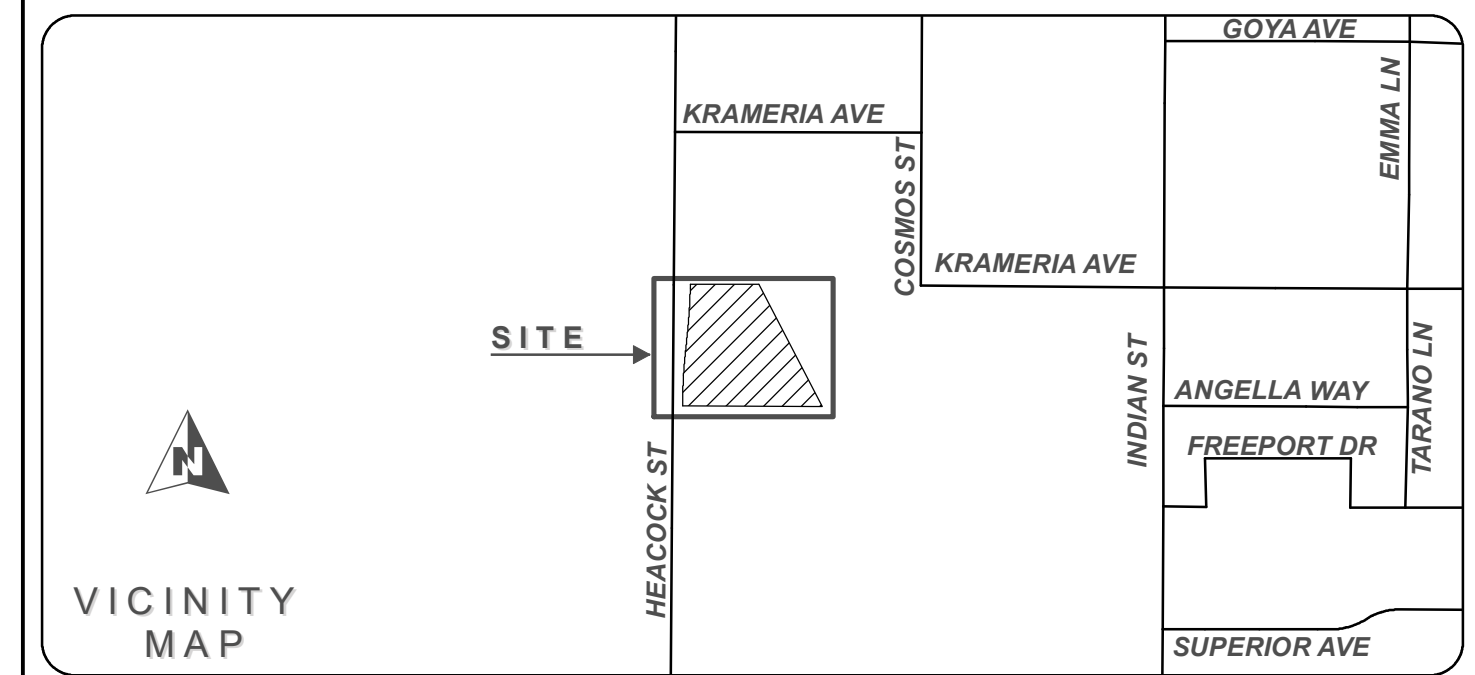
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- Annexation Parcel
- Surrounding Area Parcels



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	316-100-051



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



Attachment: Boundary Map CFD 2014-01 - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (M)


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

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

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

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 47

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



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 47 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO


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

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 5, 2020**, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 48

WITNESS my hand this **5th** day of **August**, 2020.

jc 

ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 48 (4108 : PURSUANT TO LANDOWNER PETITION, ANNEX FOUR PARCELS INTO



Report to City Council

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

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR
 AGREEMENT FOR TREE TRIMMING AND REMOVAL
 SERVICES (CITY COUNCIL AND CSD BOARD) (AGMT.
 NO. 2020-____), WHICH ARE FUNDED BY PARCEL
 CHARGES, MEASURE A, AND THE FACILITIES
 MAINTENANCE FUND.

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Tree Trimming and Removal Services (“Agreement”) with West Coast Arborists, Inc., 2200 E. Via Burton, Anaheim, CA 92806, and waive any and all minor irregularities, to provide tree trimming and removal services for certain City maintained trees for a not-to-exceed amount of \$2,661,800.
2. Authorize the City Manager to execute the Agreement with West Coast Arborists, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

SUMMARY

This report recommends award of an Agreement to West Coast Arborists, Inc. (the “Contractor”). The Agreement is for a five-year term for tree trimming and removal services and is subject to an annual inflationary adjustment.

Funding for the tree trimming and removal services is provided through a parcel charge collected as part of the annual property tax bill, Measure A, or the Facilities Maintenance Fund.

DISCUSSION

The City is responsible for approximately 29,000 trees that require maintenance to maintain a healthy urban forest. The trees are located in the City's landscape maintenance districts, at its parks and trails, at City facilities, and within the right-of-way.

Tree trimming and removal services are typically performed by licensed and insured landscape contractors. The contractors are selected through a competitive Request for Proposal (RFP) process every five-years, consistent with the City's Procurement Policy. The Uniform Public Construction Cost Accounting Act and Public Contract Code 22022 (Municipal Code 3.12.300) allows the use of the RFP procurement process for landscape maintenance services.

On June 10, 2020, an RFP for tree trimming and removal services was issued using the City's electronic bid and vendor management system (Planetbids). Forty vendors were notified of the RFP, with five attending the optional pre-submittal meeting held via Zoom. Six responses were received before the RFP due date of 2:00 p.m. on July 13, 2020.

The RFP requested information on the proposer's 1) ability to provide the services, 2) qualifications and certifications in accordance with accepted standards 3) references from other municipalities/public agencies where similar services have been provided, and 4) pricing. Evaluations of the responses were independently completed by representatives from the Parks Maintenance Division and Maintenance and Operations Division, all of whom have tree management experience.

Staff recommends 1) awarding the Agreement to West Coast Arborists, Inc., waiving any and all minor irregularities, 2) authorizing the City Manager to execute the Agreement, and 3) authorizing the Public Works Director/City Engineer to approve all future amendments in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such amendments shall only be entered into provided they are within the authorized not-to-exceed amount and provided sufficient funding appropriations and program approvals have been granted by the City Council. Authorizing the Public Works Director/City Engineer to amend the Agreement allows for adjustments in additional work services, as may be necessary, without a delay in service.

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.

The City Council will take action on this item acting as both the City Council and the CSD Board.

ALTERNATIVES

1. Approve the Agreement for Tree Trimming and Removal Services with West Coast Arborists, Inc. and related recommended actions as presented in this staff report. *Staff recommends this alternative to provide uninterrupted maintenance of the City maintained trees.*

2. Do not approve the Agreement. *Staff does not recommend this alternative as it will cause an interruption in the maintenance of the City maintained trees. Additional costs may be incurred to obtain another contractor with no guarantee that a more qualified contractor can be found at a better cost.*

3. Do not approve the Agreement but continue the item to a future City Council meeting. *Staff does not recommend this alternative as it will cause an interruption in the maintenance of the City maintained trees.*

FISCAL IMPACT

The term of the Agreement is for five years, provided funding appropriations and program approvals have been granted by the City Council each fiscal year. The Agreement is subject to an annual Consumer Price Index (CPI) inflation adjustment, at the discretion of the City and with appropriate City Council funding and program approvals. The following table is the five-year not-to-exceed amount of the Agreement (including an estimate for annual CPI adjustments and planting of new trees). This includes an estimate for annual CPI adjustments and new trees assumed for maintenance by the City (e.g. landscape maintenance districts).

Tree Trimming & Removal Services						
	FY 2020/21 Year 1	FY 2021/22 Year 2	FY 2022/23 Year 3	FY 2023/24 Year 4	FY 2024/25 Year 5	Not-to-Exceed Total
	Estimate	Estimate	Estimate	Estimate	Estimate	
Tree Trimming ^{1,2}	\$ 481,200.00	\$ 505,400.00	\$ 531,100.00	\$ 558,000.00	\$ 586,100.00	
Total	\$ 481,200.00	\$ 505,400.00	\$ 531,100.00	\$ 558,000.00	\$ 586,100.00	\$ 2,661,800.00
¹ Tree Trimming is for routine tree trimming and removal in landscape maintenance districts, parks & trails, City facilities, and within the right-of-way. The number of trees to be trimmed is based on need, available funding, and City Council approval of such. ² Estimates based on information known at the time the not-to-exceed was calculated. Actual amounts may vary depending on the addition/removal of landscape service areas and financial resources, and City Council program and budget approvals. The purchase orders will be based on actual amounts authorized by the City Council.						
Not-to-Exceed: Special Districts Landscaping (\$1,658,000), Parks Division (\$332,300), City Facilities (\$118,300), and Maintenance and Operations (\$553,200)						

NOTIFICATION

The RFP was posted on the City’s bid portal (PlanetBids) and was advertised in *The Press-Enterprise* on June 15 and 16, 2020. PlanetBids identified and notified 40

interested parties.

PREPARATION OF STAFF REPORT

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred By:
Michael L. Wolfe
Interim Assistant City Manager
Public Works Director/City Engineer

Concurred By:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Agreement for Tree Trimming Services

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/26/20 2:32 PM
City Attorney Approval	<u>✓ Approved</u>	8/26/20 2:28 PM
City Manager Approval	<u>✓ Approved</u>	8/26/20 2:57 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 and Moreno Valley Community Services District, 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 West Coast Arborists, Inc. a Corporation, with its principal place of business at 2200 E. Via Burton, Anaheim, CA 92806, 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 tree trimming and removal 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 tree trimming and removal contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the tree trimming and removal services 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:	West Coast Arborists, Inc.
Address:	2200 E. Via Burton
City, State, Zip:	Anaheim, CA 92806
Business Phone:	714-991-1900
Business License Number:	
Federal Tax I.D. Number:	95-3250682

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: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT 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 through June 30, 2025 and as provided in Exhibit “D” attached hereto and incorporated herein by this reference, 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.
- E. The Contractor’s Proposal is provided in Exhibit “E” attached hereto and incorporated herein by this reference.

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: Martin Cortez.

- 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 Martin Cortez, 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

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:

West Coast Arborists, Inc.
 2200 E. Via Burton
 Anaheim, CA 92806
 Attn: Patrick Mahoney, President

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Purchasing & Sustainability Division

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.

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

- 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: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

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

City of Moreno Valley and Moreno Valley Community Services District

West Coast Arborists, Inc.

By: _____
Title: Mike Lee, City Manager

By: _____
Title: (President or Vice President)

By: _____
Title: Mike Lee, City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District

Date: _____

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds \$15,000)

Date

Affix Corporate Seal Below

EXHIBIT A – SCOPE OF WORK

TREE TRIMMING AND REMOVAL

1. GENERAL PROVISIONS

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within various City locations and may include work within the City's landscape maintenance districts, within the right-of-way, at its parks and trails, and at City maintained facilities.
- B. The City is responsible for approximately 29,000 trees and trims approximately 3,000 trees per year. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any items or work, as may be deemed necessary or advisable by the Director.
- C. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in this Scope of Work, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.
- F. Failure to adhere or comply with any provision included herein may result in the assessment of non-performance penalties per Exhibit C.

2. TREE CARE

- A. All trees will be maintained in a manner that will promote normal, healthy growth.
- B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act

(MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Wildlife Code Sections 3503, 3503.5, and 3513.

- C. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with ANSI 300, safety requirements will be per ANSI Z133 standards, and the most current version of the City's Tree Management Administrative Procedure AP# 2.22.
- D. Trees shall be pruned as identified and requested in order to:
1. Remove dead, diseased, or damaged branches:
 2. Remove unwanted encroachments into the public and/or utility rights-of-way;
 3. Correct any condition, which the Director has deemed to be hazardous.
- E. Trees up to eighteen feet (18') in height shall:
1. Be pruned to enable successful adaptation to their particular site situation;
 2. Have no more than one-third (1/3) of living branches removed annually;
 3. Be fertilized only as directed by City field staff.
- F. Trees over eighteen feet (18') in height shall:
1. Be pruned and/or trimmed as necessary to maintain proper site orientation;
 2. Be pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 3. Be pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- G. Trimming/pruning tools shall:
1. Be kept properly sharpened and in proper working order.
 2. Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.
- H. The following practices are not allowed:
1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").
 2. Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.
 3. Use of pruning paint/pruning compound/wound dressing.

4. Use of climbing spurs or gaffs.
- I. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
- J. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.
- K. After the stump grinding is complete, the area shall be backfilled with the grindings 2" above level.

3. DEBRIS/LITTER

- A. After pruning, trimming, or other work as required under this Contract, the Contractor must immediately remove all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work from the site and dispose of such debris in a legal manner.
- B. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- C. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C.
- D. The Contractor must dispose of all debris and litter off-site, unless directed otherwise, and in a legal manner.
- E. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include, but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

4. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and work schedules submitted as a part of the Contractor's bid, and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the City as a basis for determining Contractor's satisfactory performance.

- B. Revisions to facilities, equipment, and work schedules will not be implemented without the prior written approval of the Director. The Contractor will submit proposed revisions to equipment and work schedules in writing to the City at the address as set forth herein at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the Contractor becoming liable to the City for non-performance penalties per Exhibit C.
- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.
- E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage landscaping, the Contractor is required to submit an adjusted work schedule to the Director for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved schedule.
- F. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service shall be from 7:00 a.m. to 4:00 p.m. Work may not be performed outside of the days and hours set forth hereinabove, as well as on legal City holidays, without the prior written approval of the Director.
- G. The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

5. FUNCTIONS AND RESPONSIBILITIES

- A. For award of the agreement to a Contractor who has not performed tree trimming or removal services for the site(s) as identified within this agreement for the prior year's contracting term, the Director and Contractor shall conduct an inspection of all sites covered under this agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this agreement.
- B. For the duration of this contract, the Contractor must maintain a monthly record of all work performed. Said record shall be in a form and content acceptable to the Director and must be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report is received and approved by the Director. This report may be included as part of the Contractor's monthly invoicing.
- C. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations and schedule future work.
- D. The Contractor will maintain an office at some fixed place and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- E. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. Contractor will notify the Director at specialdistricts@moval.org, parksdivision@moval.org and maintenanceandoperations@moval.org, within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- F. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to mobile or cellular phone.
- G. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service is an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after

receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this agreement.

- H. The Contractor shall respond to emergency calls from any of the parties listed herein this section no later than two (2) hours following notification. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

Assistant City Manager	Parks Maintenance Supervisor
City Manager	Police Department
Facilities Maintenance staff	Public Works Director
Fire Department	Public Works Division Manager
Landscape Services Inspector	Special Districts Division Manager
Landscape Services Supervisor	Stand-By Staff
Parks and Community Services Director	Street Maintenance Supervisor
Parks and Community Services Deputy Director	Fleet & Facilities Maintenance Supervisor

- I. Contractor's emergency response and any necessary corrective work is considered Additional Work, as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

6. COMPLAINTS

- A. All complaints will be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owed to the Contractor from the City, per Exhibit C.
- B. The Contractor shall maintain a written report of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said report shall be submitted to the Director monthly.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this Contract by Contractor, the City may immediately upon written notice to the Contractor terminate this Contract.

7. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City from the work site.
- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times, and shall be buttoned. Approved safety vests must be worn by Contractor's employees at all times.
- F. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates the name of the Contractor to the public. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

8. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprentice able craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

9. SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- C. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2014 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to the Director monthly. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- F. The Contractor shall be responsible for making minor corrections, so as to protect members of the public or others from injury.
- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor

Agreement.

10. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

11. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License.

12. DEPARTMENT OF INDUSTRIAL RELATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

13.PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

14.PREVAILING WAGE AND WORKERS' COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code.

- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

15. BONDS

- A. Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this agreement, three (3) good, and sufficient surety bonds, to wit:
1. A "Bid Bond" in the amount of ten percent (10%) of the proposed bid price, which shall guarantee the compliance with the bid contract and ensure the contractor will enter into the contract if it is awarded, and;
 2. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work (see sample provided herein), and;
 3. "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder (see sample provided herein).
- B. If the successful bidder neglects or refuses to enter into the agreement, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the city. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.
- C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.
- D. Surety Bonds shall be made payable to the City and in one of the following forms:
1. Certified or cashier's check;
 2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
 3. Cash (U.S. funds only). (Ord. 844 § 2, 2012)

16. SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld

shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.

- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon.
- C. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

17.CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

18.CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

19.CLAIM RESOLUTION PROCEDURES

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.

- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

20. FORMS

A. Greenwaste Recycling

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this agreement, materials defined as "greenwaste" shall include all plant parts (i.e. trimmings, prunings, grass clippings, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated while performing the agreement's Scope of Work at a landscape material recycling center, or reuse said greenwaste in a lawful manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report as set forth herein. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing work under Contractor's Scope of Work.

5. Monthly Greenwaste reports shall be submitted to the Director at specialdistricts@moval.org by the tenth day of each month, one (1) month in arrears.

B. GPS Data Collection

Data collection on new tree installation and those trees trimmed or removed is required. Information will include, but may not be limited to:

1. Species of tree trimmed or removed
2. Year and type of service
3. Height and diameter of tree
4. Location of tree (XY Coordinate)
5. Other details that may be required at the direction of the Director.
6. Deliverables shall include, but may not be limited to:
ArcGIS GeoDatabase or Shapefile.

Coordinate System preferred in NAD 1983 State Plane California VI FIPF 0406 Feet (WKID: 2230) or WGS 1984 Web Mercator Auxiliary (WKID: 3857).

- C. Contractor shall refer to references included herein and ensure additional reports, if necessary, are submitted to the Director, as appropriate and consistent with this agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 10th day of each month, 1 month in arrears

PROJECT NO. 2020-_____

Month _____ Year _____

1. Source of greenwaste
 Location _____
2. Amount of greenwaste generated from above source (by weight) _____ Lbs. or tons
3. Name, address, and phone number of recycle Contractor accepting greenwaste
 Contractor Name _____
 Address _____
 Phone Number _____
4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight) _____ Lbs. or tons
5. Name, address, and phone number of recycle Contractor supplying greenwaste-source products to Project (if different from above)
 Contractor Name _____
 Address _____
 Phone Number _____
6. Number of times turf mowed this month _____
7. Number of times turf mowed without clippings caught _____

Contractor Name: _____

Address: _____

Phone Number: _____

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City is about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

FAITHFUL PERFORMANCE BOND

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this ____ day of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone No.: _____ Telephone No.: _____

Print Name: _____ Print Name: _____

Attorney-in-Fact

Signature: _____ Signature: _____

Approved as to Form this

____ day of _____ 20__

City Attorney and City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "City," has awarded to Insert Contractor's Name, as Principal hereinafter designated as "Contractor" and the City and District are about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as Select Services, is hereby referred to and made a part hereof; and,

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS BOND

BOND NO. _____

WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20__.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

Approved as to form this _____ day of _____, 20__.

City Attorney and City Attorney in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- **The bond shall include an attached Notary Certificate for the Proposer.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

The Proposer's and Surety's Corporate Seal may be affixed hereto.

EXHIBIT B - CITY RESPONSIBILITIES
TREE TRIMMING AND REMOVAL SERVICES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Public Works Director and/or the Parks & Community Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION CONTROLLER SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

The City shall provide the Contractor with a schedule of routine landscape maintenance operations at the site(s) in question. The Contractor shall provide a Tree Trimming Schedule as necessary to accommodate the other landscape maintenance activities. The Contractor's Tree Trimming Schedule must be submitted to the Director for approval within ten (10) working days after the effective date of the Contract.

EXHIBIT C - PAYMENT TERMS

TREE TRIMMING AND REMOVAL SERVICES

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall not exceed \$2,661,800.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. 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
- F. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the tree trimming and removal services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following:
 - a. Tree trimming and removal services performed, which must include the location, area or site of such service.
 - b. Greenwaste
 - c. Complaints received.
 - d. Hazards noted.
 - e. Invoice for service, which lists in detail the site (Zone, Area, and/or Tract ID/Number), service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports (if any), listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

- G. The Contractor will submit all invoices electronically to 1) Accounts Payable staff at accountspayable@moval.org, 951.413.3073 with a copy to 2) the Division requesting the services at:
- a. Maintenance and Operations Division
maintenanceandoperations@moval.org, 951.413.3160
 - b. Special Districts Division
specialdistricts@moval.org, 951.413.3480
 - c. Parks Maintenance Division
parksdivision@moval.org, 951.413.3702.
- H. 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 (Business/Finance tab).
- I. The minimum information required on all invoices is:
- a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Purchase Order Number
 - d. Vendor Invoice Number
 - e. City-provided Reference Number (e.g. Project or Contract Number)
 - f. Date services were provided.
 - g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), Park, or general vicinity where services were performed within the identified service area.
 - h. Month services were rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. January Base or Additional Work).
 - i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.

- j. Supporting documentation including: receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
 - k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding e-mail approval).
- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. 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.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work services as described, herein, in addition to the work set forth in Exhibit A.
- B. If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.
- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone, Median or Tract ID, Park, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage

to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.

- E. The Contractor will complete additional tree trimming and removal that the City may add to this Agreement at a unit price comparable to price described herein.
- F. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the not to exceed amount.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete.
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.
- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.

5. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

6. **COMPENSATION DETAIL** - See table on following page.

Bid/Compensation Schedule							
VendorID	Company Name	Address	City				
356538	West Coast Arborists, Inc.	21718 Walnut Avenue	Grand Terrace				
Respondee	Respondee Title	Respondee Phone	Respondee Email				
Victor Gonzalez	Vice President	714-991-1900	vgonzalez@wcainc.com				
Line Items							
Item Num	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total	Comment
1	Tree Services	Tree Trim	each	1	\$74.00	\$74.00	
2	Tree Services	Tree & Stump Removal	each	1	\$395.00	\$395.00	
3	GPS Inventory, City Wide, GeoDatabase or Shapefile	GPS Inventory Pricing	each	1	\$5.00	\$5.00	
4	Additional Work Price List	Tree Trim (Per Service Request), 0"-6" dsh	each	1	\$40.00	\$40.00	
5	Additional Work Price List	Tree Trim (Per Service Request), 7"-15" dsh	each	1	\$80.00	\$80.00	
6	Additional Work Price List	Tree Trim (Per Service Request), 16"-23" dsh	each	1	\$180.00	\$180.00	
7	Additional Work Price List	Tree Trim (Per Service Request), 24" & larger dsh	each	1	\$280.00	\$280.00	
8	Additional Work Price List	Tree & Stump Removal, per inch dsh	inch	1	\$40.00	\$40.00	
9	Additional Work Price List	Stump Only	inch	1	\$18.00	\$18.00	
10	Additional Work Price List	3 Man Crew with Equipment	man hour	1	\$84.00	\$84.00	3-man crew @ \$252/hour
11	Additional Work Price List	3 Man Crew with Equipment, per 8 hour day	per day	1	\$2,016.00	\$2,016.00	

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT

7. PREVAILING WAGE DETERMINATION

Based on information available at time of RFP issuance. See table on following page.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TREE MAINTENANCE¹ (LABORER)
(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION²)

DETERMINATION: SC-102-X-20-2019-1

ISSUE DATE: August 22, 2019

EXPIRATION DATE OF DETERMINATION: June 30, 2020** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X ^b Rate	Sunday/Holiday 2X
Senior Tree Trimmer	\$20.40	\$2.45	\$1.75	\$2.17	-	\$0.30	8	\$27.07	\$37.27	\$47.47
Tree Trimmer	\$18.40	\$2.45	\$1.75	\$1.97	-	\$0.30	8	\$24.87	\$34.07	\$43.27
Groundsperson	\$15.65	\$2.45	\$1.75	\$1.82	-	\$0.30	8	\$21.97	\$29.795	\$37.62

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

² This determination does not apply to tree trimming, removal, or planting work performed on construction or landscape construction contracts.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

EXHIBIT D - TERM OF CONTRACT
TREE TRIMMING AND REMOVAL SERVICES


TERM OF CONTRACT

- A. Following approval by all parties, the Contract shall expire June 30, 2025 unless terminated sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

The following check list, and associated documentation, must be completed, signed, and included with your submission for the RFP to be considered responsive:

West Coast Arborists, Inc.
Company Name (Please print)


Authorized Signature

Victor Gonzalez
Name of RFP Preparer

(714) 991-1900
Preparer's Phone Number

vgonzalez@wcainc.com
Preparer's Email Address

SCHEDULE I – GENERAL INFORMATION – fillable form, print, and include with submission

- Vendor Information
- References
- Proposed Facilities, Equipment and Personnel
- Communications and Traffic Safety
- Greenwaste Recycling
- List of Subcontractors

SCHEDULE II – PROPOSAL SCHEDULES

- Bid Import Schedule – form in PlanetBids

SCHEDULE III – FORMS – print, complete, and include with submission

- Proposal Affirmation
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Affirmation of Proposal Guarantee
- Bid Bond

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

VENDOR INFORMATION

A. Company Name: West Coast Arborists, Inc.

TYPE

Sole proprietor

Partnership

Corporation

B. Company Physical Address

(Street) 2200 E. Via Burton

(City, State, Zip) Anaheim, CA 92806

C. Company Mailing Address

(Street) 2200 E. Via Burton

(City, State, Zip) Anaheim, CA 92806

D. Business Phone Number (714) 991-1900

E. Satellite Office Address (if applicable):

21718 Walnut Avenue, Grand Terrace, CA 92313

F. Satellite Office Phone Number (909) 783-6544

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 366764 C61/D49, C27

2. Number of Years Operating Under the Above License Name Style: _____

3. License Expiration Date: 12/31/20

4. Current License Status: Active & Good Standing

5. Prior actions against this License? Yes No

6. If Yes, list the citation type and how it was resolved:

N/A

H. Company's Federal Identification No.: 95-3250682

I. Name and Title(s) of Company Officers:

Patrick Mahoney, President

Richard Mahoney, Secretary

Rose Epperson, Treasurer

J. Department of Industrial Relations Registration No.: 1000000956

K. Number of years the company has performed tree trimming and removal services: 48

L. Number of years the company has performed tree trimming and removal services for public agencies: 48

M. Current Tree Trimming and Removal Services

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of tree trimming and removal contracts: 300

Percentage of total contracts with public agencies: 95%

Total dollar value of tree trimming and removal contracts: \$120,000,000

N. Number of employees committed to tree trimming and removal services: 900

Supervisors	Average wage scale	\$ <u>80,000</u> /annually
Technicians	Average wage scale	\$ <u>31.14</u> /Hr.*
Foremen	Average wage scale	\$ <u>31.14</u> /Hr.*
Laborers	Average wage scale	\$ <u>26.04</u> /Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).
This is a prevailing wage project.

O. Type/number of vehicles and power equipment committed to tree trimming and removal services:

Motor vehicles		
Type	<u>F750 W/1090i BOOM</u>	Number <u>6</u>
Type	<u>BC1000-49 BRUSH CHIPPER</u>	Number <u>20</u>
Type	<u>F650 CHIPPER TRUCK</u>	Number <u>11</u>
Type	<u>RAM 1500 PICKUP</u>	Number <u>20</u>
Type	<u>SC802 STUMP CUTTER</u>	Number <u>5</u>

*Additional equipment information is included in Section 6 of the attached.

Power Equipment

Type	<u>Chainsaws</u>	Number <u>20</u>
Type	<u>Leaf blowers</u>	Number <u>20</u>
Type	_____	Number _____
Type	_____	Number _____
Type	_____	Number _____

REFERENCES

List a minimum of three (3) references for public agency tree trimming and removal contracts that are either current and/or have been successfully completed within the last two (2) years.

The following questions will be asked of each reference agency:

1. List the number of agreements and years under agreement.
2. Explain the scope of the agreement(s), acreage amounts, and location(s).
3. Identify the agreement amount(s).
4. Describe the quantity and quality of staffing.
5. Describe the training/technical skills (i.e., irrigation/pest control/ equipment operation/safety).
6. Explain the communication abilities and language preferences of staff.
7. Describe staff appearance, uniforms, and use of safety equipment.
8. Explain the availability of additional personnel for extra work/special projects.
9. Explain the working order of equipment used.
10. Describe the effectiveness of communications system.
11. Explain the contractor’s knowledge of project and contract standards.
12. Describe the contractor’s ability to respond to complaints/requests in a timely fashion.
13. Identify if the contractor is willing to resolve questions, disputes, and deficiencies short of “formal” sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds).
14. Explain the accuracy and timeliness of billing and invoicing.
15. Identify if contract(s) had been successfully completed to term.
16. Would you accept future proposals/bids from this Proposer?

Reference #1	
Public Agency Name	City of Murrieta
Agency Address	37000 Ruth Ellen Way, Murrieta, CA 92653
Agency Contact Responsible for administering contract	George Moring, Parks Maintenance Supervisor
Contact telephone	(951) 461-6112 gmoring@murrieta.org
Agreement Name(s)	Tree Maintenance Services
Annual Agreement Amount(s)	\$350,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2007 - Present / Expires: 6/30/21

Reference #2	
Public Agency Name	City of Corona
Agency Address	755 Corporation Yard Way, Corona, CA 92880
Agency Contact Responsible for administering contract	Moses Cortez, Parks & Landscape Supervisor
Contact telephone	(951) 817-5728 moses.cortez@ci.corona.ca.us
Agreement Name(s)	Citywide Tree Maintenance Services
Annual Agreement Amount(s)	\$1,200,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2016 - Present / Expires: 6/30/22

Reference #3	
Public Agency Name	City of Indio
Agency Address	83-101 Avenue 45, Indio, CA 92210
Agency Contact Responsible for administering contract	Paul Stalma, Parks Supervisor
Contact telephone	(760) 625-1806 pstalma@indio.org
Agreement Name(s)	Tree Maintenance Services
Annual Agreement Amount(s)	\$400,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2006 - Present / Expires: 6/30/22

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Reference #4	
Public Agency Name	City of Temecula
Agency Address	41000 Main Street, Temecula, CA 92590
Agency Contact Responsible for administering contract	Rodney Tidwell, Public Works Manager
Contact telephone	(951) 694-6411 rodney.tidwell@temeculaca.gov
Agreement Name(s)	Citywide Tree Trimming Maintenance Services
Annual Agreement Amount(s)	\$500,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2006 - Present / Expires: 6/30/21

Reference #5	
Public Agency Name	City of Redlands
Agency Address	35 Cajon Street, Redlands, CA 92373
Agency Contact Responsible for administering contract	Erik Reeves, Field Services Superintendent
Contact telephone	(909) 798-7508 ereeves2@cityofredlands.org
Agreement Name(s)	Street Tree Trimming and Arboriculture Services
Annual Agreement Amount(s)	\$100,000
Number of acres maintained per contract	N/A (Citywide contract)
Location(s) of areas maintained.	Various locations citywide
Length of Contract(s)/expiration date	2004 - Present / Expires: 11/02/20

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Facilities

List the facility(ies), location(s), and/or address(es) where work crews and equipment will be dispatched.

Regional office located at: 21718 Walnut Avenue, Grand Terrace, CA 92313

B. Equipment

List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement and Scope of Work. Indicate with an "S" any listed equipment to be shared with another contract/project. List both powered and hand equipment/tools

General Equipment:
Equipment information can be found in Section 6 in the attached.

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Motor Vehicles:		
Pickup Trucks	ATVS	Cranes
Aerial Lift Devices	Stump Grinders	
Dump Trucks	Loaders	
Flat Beds	Root Pruners	
Forklifts	Rolloff Trucks	
Arrowboards	Brush Chippers	
Additional vehicle information can be found in Section 6 in the attached.		

Turf Maintenance Power Equipment/Tools:
N/A

Tree Trimming/Pruning Equipment/Tools:
<p>Small Equipment:</p> <ul style="list-style-type: none"> - Chainsaws - Leaf blowers - Climbing Gear kits - Hand Saws (varying sizes) - Weedeater - Rakes <ul style="list-style-type: none"> - Cones - Signs

C. Personnel

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the agreement, and Scope of Work. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an "S" if listed personnel are to be shared with another contract/project.

General Tree Trimming and Removal
List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed.

- 1. Martin Cortez, Area Manager (S)
ISA Certified Utility Arborist Tree Worker Climber #WE-8539AUT
- 2. Manuel Perez, Supervisor (S)
ISA Certified Arborist Tree Worker Climber #WE-0818AT
- 3. Leonel Cortez, Supervisor (S)
ISA Certified Arborist Tree Worker Climber #WE-8625AT
- 4. Reina Godoy, Customer Service Representative (S)
- 5. Demetrio Lira, Foreman
ISA Certified Tree Worker Climber #WE-11323T

Please see Project Team in the attached for more information.

Tree Trimming
List any ISA or equivalent certified personnel.

Please see above and review staff qualifications in the attached.

COMMUNICATIONS AND TRAFFIC SAFETY

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Communications

Exhibit A requires the contractor possess and maintain an effective Contractor-wide communications system. The Proposer must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your internal communications system, both in the office and in the field, and how it will enable you to provide the communication capability as required in Scope of Services specifications. Also, describe how your Proposer will provide the required twenty-four (24) hour communication capability.

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time. By utilizing smart phones, WCA staff has access to e-mail, text messages and phone calls 24/7.

Our emergency response line 1-866-LIMDOWN is available to our customers for emergency calls after normal business hours to provide 24/7 assistance.

B. Traffic Safety

Exhibit A requires the contractor to provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control".

Describe your general traffic control practices and training, and how your Proposer intends, if selected, to conduct work area traffic control operations to provide service for this project.

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work

operations are in progress. WCA also maintains ATSSA certified Traffic Control Technicians and Designers on staff.

GREENWASTE RECYCLING

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

Describe your program to ensure that the City receives credit for greenwaste that will be generated from executing the project's Scope of Work. Include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above.

WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. All recyclable materials removed from the trees trimmed are brought to recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State and City for reducing landfill usage. The recycling facility we will use is listed below:

Additional information on our recycling program can be found in the attached proposal.

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

LIST OF SUBCONTRACTORS

In compliance with the provisions of Government Code, Section 4102, the undersigned Contractor sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total Proposal, and the portion of the work which will be done by each subcontractor, as follows.

In compliance with Labor Code 1771.1(a), please include any subcontractor's DIR registration number.

Name, current DIR No., License and Classification No.	Business Address and Telephone	Description of Work
NONE TO BE USED.		

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

**EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE III – FORMS**


Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Submittal Documents), I affirm that:

- 1. All information provided is true and correct to the best of my knowledge, and;
- 2. I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and West Coast Arborists, Inc., and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- 3. I have legal authority to bind West Coast Arborists, Inc. to the terms of this affirmation (See "NOTICE AND INSTRUCTIONS", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE 

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 7/13/20

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) §

(NAME) Patrick Mahoney, affiant

being first duly sworn, deposes and says:

That he or she President of
(Sole Owner, Partner or other proper title)

West Coast Arborists, Inc.
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, Contractor, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, Contractor association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name West Coast Arborists, Inc.
Bidder's Address 2200 E. Via Burton, Anaheim, CA 92806
Telephone Number (714) 991-1900

Signature of Bidder (with handwritten signature)

President
Title

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.


DATE 7/13/20

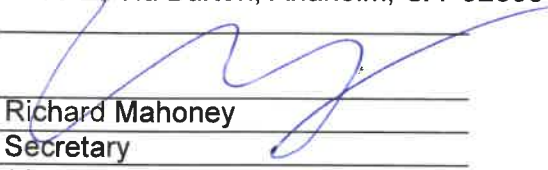
Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Affirmation of Proposal Guarantee

The undersigned also affirms that:

Accompanying this Proposal is a cashier's check, a certified check, or a Bid Bond for 10% of bid payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this Proposal is accepted, the undersigned shall fail to execute the Agreement and furnish satisfactory bonds under the conditions and within the time specified in this Proposal, otherwise said cash, cashier's check, certified check or Bid Bond is to be returned to the undersigned.

Dated	7/13/2020
Contractor Signature	
By	Patrick Mahoney
Contractor Address	2200 E. Via Burton, Anaheim, CA 92806
Contractor Telephone Number	(714) 991-1900
Names and Addresses of Members of the Contractor: (If a Corporation)	2200 E. Via Burton, Anaheim, CA 92806

Signature of Contractor	
By	Richard Mahoney
Title	Secretary
Business Address	2200 E. Via Burton, Anaheim, CA 92806
Incorporated Under Laws of the State of	California
State License Number and Classification	366764 C61/D49, C27

President	Patrick Mahoney
Secretary	Richard Mahoney
Treasurer	Rose Epperson

(Corporate Seal)

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



CITY OF MORENO VALLEY

RFP #2020-018: TREE TRIMMING AND REMOVAL SERVICES

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Setting the gold standard.



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA



1 CORPORATE CAPABILITIES

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing nearly 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 275 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

- Fresno, CA
- Indio, CA
- Pinole, CA
- Phoenix, AZ
- Riverside, CA
- Sacramento, CA
- San Diego, CA
- San Jose, CA
- Stockton, CA
- Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Martin Cortez, Area Manager
21718 Walnut Ave.
Grand Terrace, CA 92313
Phone (714) 396-9544
Fax (909) 783-6515
Email: mcortez@wcainc.com

EMERGENCY RESPONSE 24/7

866-LIMB-DOWN

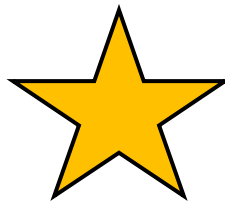
OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



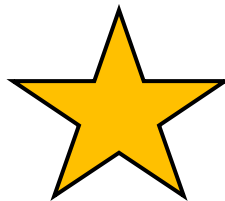
80+ ISA Certified Arborists



45+ Years Experience (Similar Size & Scope)



950+ Qualified Employees



Less than 2% turnover ratio for service staff



Local Office Riverside



1250+ Fleet of Modern Equipment

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- 950+ employees
- 275+ contracts with public agencies
- 80+ Certified Arborists
- 140+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$110 million annually
- Fleet of approximately 1,250 pieces of equipment



Active Memberships:
Tree Care Industry Association (TCIA)
 International Society of Arboriculture (ISA)
 League of California Cities (LCC)
 California Parks & Recreation Society (CPRS)
 Association of California Cities- Orange County (ACCOC)
 Maintenance Superintendents Association (MSA)
 California Landscape Contractors Association (CLCA)
 Street Tree Seminar (STS)
 California Urban Forest Council (CaUFC)
 American Public Works Association (APWA)

dca DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number: **366764** Entity: **CORP**

Business Name: **WEST COAST ARBORISTS INC**

Classification(s): **C61/D49 C27**

Expiration Date: **12/31/2020** www.cslb.ca.gov

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
 1001 I STREET
 SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2020
 EXPIRES: December 31, 2021

Pest Control Business - Main LICENSE
 LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address: WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806
 Business Location: WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
 THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name: WEST COAST ARBORISTS, INC.
 Corporation
 Active
 1000000956
 07/01/19
 06/30/22
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 ygonzalez@wcainc.com
 License Number (s)
 CSLB:366764

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



2

STAFF QUALIFICATIONS



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Patrick Mahoney, President



Rose Epperson, Vice President



Chris Crippen, VP IT



Andy Trotter, VP Field Operations



Jason Pregar, Regional Manager



Richard Mahoney, Vice President

Debbie DePasquale, VP Contract Services

Victor Gonzalez, VP Marketing

Randy Thompson, VP Operations



UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

MARTIN CORTEZ, AREA MANAGER

ISA Certified Utility Arborist Tree Worker Climber #WE 8539AUT • TCIA Certified Treecare Safety Professional #2958 • TLC Wildlife Aware • ISA Tree Risk Assessment Qualified

Mr. Cortez has been with WCA since 2006. Martin has worked as a groundman and trimmer. In time, his efforts were recognized as he's experienced a number of promotions: from Crew Leader to Foreman to Supervisor to now being the Area Manager of Riverside County and beyond. Today, Martin is responsible for field operations and management of crews. He is also involved in scheduling, evaluation and production of street tree maintenance.

MANUEL PEREZ, SUPERVISOR

ISA Certified Arborist Tree Worker Climber #WE 0818AT • ATSSA Traffic Control Technician #459650 • TCIA Certified Tree Care Safety Professional #575

As Site Supervisors, Manuel is a full-time employee and speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisors, they will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. They also assist in employee training programs, maintain records, and file daily reports and receipts.

REINA GODOY, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Reina is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Esther is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, RISK MANAGER/ LABOR RELATIONS

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

TIM CROTHERS, PLANT HEALTH CARE MANAGER

ISA Board Certified Master Arborist WE 7655 BUM • DPR Qualified Applicator #145321 • QAL Categories B&D

WCA's PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis and treatments are available as needed.



Martin Cortez, Area Mgr.

Reina Godoy, Customer Svc.

Manuel Perez, Supervisor

Ernesto Macias, Risk Mgr.

Tim Crothers, PHC Mgr.

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training - New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.

WCA EMPLOYEE SAFETY IMPROVEMENT ACTION PLAN

Issued To: _____

Issued By: _____

DEVIATIONS FROM COMPANY POLICY (explain where appropriate):

Personal Protective Equipment:	Work Practices:
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Inadequat
<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Improper
<input type="checkbox"/> Eye/Face Protection	<input type="checkbox"/> Inadequat
<input type="checkbox"/> Leg Protection	<input type="checkbox"/> Improper
<input type="checkbox"/> Work Clothing	<input type="checkbox"/> Improper
<input type="checkbox"/> Footwear	<input type="checkbox"/> Improper
<input type="checkbox"/> Climbing Saddle	<input type="checkbox"/> Improper
<input type="checkbox"/> Ropes	<input type="checkbox"/> Worked C
<input type="checkbox"/> Lanyard/Snaps/Etc.	<input type="checkbox"/> Unapprov
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Equipment:	Explanation:
<input type="checkbox"/> Truck - Driving	
<input type="checkbox"/> Seatbelt Not Fastened	
<input type="checkbox"/> Equipment Misuse - explain below	
<input type="checkbox"/> Key left in Ignition	
<input type="checkbox"/> Wheels Not Chocked	
<input type="checkbox"/> Misuse of Hand Tools	
<input type="checkbox"/> Misuse of Power Tools	
<input type="checkbox"/> Improper Tools Used Near Electrical Conductors	
<input type="checkbox"/> Other _____	
<input type="checkbox"/> Other _____	

Has the employee previously been trained in this aspect of company policy?
 If Yes, how were they trained? (verbal/video/OJT, etc.): _____

Corrective Action for Employee: _____

Date of Compliance: _____ Acknowledged By: _____

Company Disciplinary Action Taken: _____

Comments: _____
(Describe potential penalty for repeat violations per company policy)

Distribution: _____ Employee _____ Manager _____ Foreman _____

* THIS SERVES AS A NOTICE TO THE EMPLOYEE THAT HE/SHE HAS VIOLATED A COMPANY POLICY

WCA SAFETY RULES AND SAFE WORK PRACTICES

GENERAL SAFETY RULES
 It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:

- Report all injuries to management immediately, no matter how minor.
- Learn the hazards of your job by discussing them in detail with your Supervisor.
- When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance.
- Report all new hazards to the attention of your Foreman or Supervisor.
- Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies.
- Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman.
- Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task.
- Avoid the use of equipment and machinery that are defective.
- Become familiar with the performance limitations of your tools and/or machines.
- A clean and orderly workplace is a safe place.
- Provide suggestions concerning safety to your Supervisor or Manager.
- Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.
- Know the location of fire and safety exits.

PERSONAL SAFETY

- Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others.
- Be prepared to perform your job. Do not come to work fatigued or hung over.
- Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol.
- Do not speed while driving. Always walk, do not run in work areas.
- Horseplay, practical jokes or sports activities are forbidden at all times.
- Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
- Observe all warning, caution, and danger signs as well as safety and health notices.
- No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas.
- Smoking is restricted to designated areas only.
- Learn the location of first aid kits and fire suppression equipment in your work area.

EQUIPMENT AND MACHINERY SAFETY

- Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFF!
- Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.
- Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.
- Unauthorized use of equipment is prohibited.
- Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job.
- Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
- Do not put your hands or any part of your body into moving equipment at any time.
- No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS!
- Employees will not stand or jump over machinery or conveyor belts.
- Nothing is to be placed within three (3) feet of the electrical panels and transformers.
- Equipment shall only be used for its specified purpose.
- Use a ladder when required. Do not climb machinery.
- Electrical power extension cords must be grounded and in good condition.

-1-

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

950+
Employees

LiUNA!

In partnership with the Laborer's International Union of North America (LiUNA!).
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

81

Arborists

5

Board Certified Master Arborists

142

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA



1

Certified Urban Forester

74

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

25

TCIA Certified Tree Care Safety Professionals

8

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

16

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisor

10

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists

- Cris Falco WE 7490 B
- Michael Palat WE 6541 BUM
- Kelley Gilleran WE 7061 B
- Tim Crothers WE 7655 BUM
- Glenn Reeve WE 10177 B



2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 - Cris Falco, RCA #557

Additional List of ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT	JESUS RAYA	WE-3449A
AL EPPERSON	WE-0719A	JOEL LOPEZ	WE-10871A
ANDREW R. TROTTER	WE-0642A	JOHN LEE PINEDA	WE-10367A
ARLENE BISCAN	WE-9806A	JORGE MAGANA	WE-3460A
BENJAMIN EUGENE BORDSON	WE-10777A	JOSE A. GONZALEZ MENDEZ	WE-6475A
BRIAN C. KIRKEGAARD	WE-10476A	JOSE M. CORTEZ TORRES	WE-8539A
BRIAN M. KOCH	WE-0341A	JOSE M. CHAVARRIA MANZO	WE-11210AT
CALVIN F. HAUPT	WE-7634A	JOSE MANUEL PEREZ	WE-0818A
CARLOS BRACAMONTES	WE-8557A	JOSEPH BARTOLO	WE-20344U
CHARLES PATRICK MADSEN	WE-0462A	JOSEPH NICK ALAGO	WE-4396A
CORINNE BRUNDER BASSETT	WE-11625A	JUAN ORTIZ	WE-8514A
CRISTAN ANGELO FALCO	WE-7490A	JUAN C. IXTA	WE-10144A
CURTIS PATRICK WORTH	WE-10972A	JUSTIN LEE MENZEL	WE-11756A
DANIEL CHAVARRIA	WE-10292A	KELLEY LEWIS GILLERAN	WE-7061A
DANIEL MAHONEY	WE-10434A	KRIS BURBIDGE	WE-9566A
DAVID COOPER	WE-0497A	LEONEL CORTEZ	WE-8625A
DEBORAH DEPASQUALE	WE-3812A	LORENZO PEREZ	WE-7443A
EDUARDO VARGAS	WE-11058AT	MANUEL BRIANO	WE-8791A
ELOY MARQUEZ	WE-11566AT	MARCO A. PADILLA JIMENEZ	WE-8621A
ERICK SERRANO	WE-6750A	MARIA MUNOZ-CAMPOS	WE-8267A
ERNESTO J. F. MACIAS	WE-7120A	MATED ARVIZU	WE-10151A
EUGENE BARRIENTOS	WE-8701A	MICHAEL W. PALAT	WE-6541A
FELIX HERNANDEZ	WE-2037A	NESTOR VALENCIA	WE-11359A
GERARDO PEREZ	WE-9131AT	PATRICK D. MAHONEY	WE-1172A
GERARDO MARTINEZ GARCIA	WE-11358A	RANDY J. THOMPSON	WE-1043A
GLENN D. WHITLOCK REEVE	WE-10177A	REBECCA A. MEJIA	WE-2355A
GONZALO REGALADO	WE-9952A	RENE ROSALES	WE-7941AT
HECTOR MONTES	WE-8079A	RICHARD R. MAHONEY	WE-1171A
HERMINIO PADILLA	WE-7552A	ROBERT D. THOMPSON	WE-0915AU
HUGO ANGEL RINCON	WE-8710A	RODNEY LYNN MORGAN	WE-9546A
IGNACIO LOPEZ	WE-7329A	ROSE M. EPPERSON	WE-1045A
ISIDORO ESTRADA BARBOZA	WE-11885A	SEAN PATRICK SULLIVAN	WE-10050A
J. ALONSO GARCIA-LOPEZ	WE-8499A	SHAWN A. GUZIK	WE-3182A
JAIME ROBELIO HERNANDEZ	WE-5297A	STEFAN B. KALLENBERG	WE-10730A
JAMES CHARLES WORKING	WE-1592A	STEPHEN GLENN DAVIS JR	WE-10894A
JAMES PAUL SPECK II	WE-10858AT	STEVE B. HUNT	WE-1044A
JARED LEE MAYSEY	WE-11510A	TIMOTHY CROTHERS	WE-7655A
JASON PINEGAR	WE-2039AU	VICTOR M. GONZALEZ	WE-7175A
JASON ROSS DAVLIN	WE-7628A	WALLACE BURCH	WE-0713A
JEFFERY B. WILLIAMS	WE-1100A	WILLIAM STEVE PONCE	WE-6461A

JOSE INEZ MANGILLA	WE-10983T	JULIO C. GARCIA VAZQUEZ	WE-11175T
JOSE JUAN PEREZ	WE-11246T	KYLE JAMES VIGNEAU	WE-10962T
JOSE LUIS DELREAL	WE-11231T	LEONARDO RAMOS	WE-11264T
JOSE M. CORTEZ TORRES	WE-8539AUT	LEONEL CORTEZ	WE-8625AT
JOSE M. MUNIZ GARCIA	WE-11686T	LETUSA MUAU JR	WE-11021T
JOSE M. CHAVARRIA MANZO	WE-11210T	LORENZO PEREZ	WE-7443AT
JOSE MANUEL PEREZ	WE-0818AT	LUIS A. MUNOZ RAMIREZ	WE-11023T
JOSE R. GRANADOS	WE-11186T	LUIS P. PEREZ	WE-11245T
JOSEPH ANTHONY NUNN	WE-11034T	MANUEL BARRAGAN	WE-10925T
JUAN BECERRA	WE-10932T	MANUEL BRIANO	WE-8791AT
JUAN MARQUEZ	WE-10987T	MARCO A. PADILLA JIMENEZ	WE-8621AT
JUAN ORTIZ	WE-8514AT	MARCO ANTONIO VERGARA	WE-11065T
JUAN TELLEZ TAPIA	WE-11137T	MARCOS RICHARD-MARTINEZ	WE-10989T
JUAN AMADOR ARCE	WE-11480T	MARCOS GAMINO	WE-11482T
JUAN C. PENNA-ARIAS	WE-11327T	MARTIN BARRERA	WE-10928T
JUAN CARLOS MORA	WE-11019T	MATED ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #	Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T	FELIX HERNANDEZ	WE-2037AT
ADAN BALTAZAR REYNAGA	WE-7786AT	FRANCISCO LOPEZ	WE-10952T
AGUSTIN LOZANO	WE-11306T	FRANCISCO RAMIREZ	WE-11259T
ALEJANDRO VALENZUELA	WE-11674T	FRANCISCO VILLANUEVA	WE-10965T
ALFREDO ANGEL LOPEZ	WE-11334T	FRANCISCO URENA JIMENEZ	WE-11075T
ANDRES ROMAN	WE-11285T	GABRIEL GAMINO	WE-1167T
ANTONIO CASTELLANDS	WE-11203T	GABRIEL MERCADO RUIZ	WE-11568T
ANTONIO GRADILLA	WE-11185T	GERARDO PEREZ	WE-9131AT
ANTONIO GARCIA CONTRERAS	WE-11173T	GERARDO A. ORDUND	WE-11036T
ARIEL ALONSO	WE-10906T	GERARDO MARTINEZ GARCIA	WE-10997T
ARMANDO SOTO	WE-11131T	GLENN D. WHITLOCK REEVE	WE-10177ATM
ARMANDO O. LOPEZ	WE-10953T	GONZALO REGALADO	WE-9952AT
AUDOMARO CORRAL	WE-11220T	HECTOR MONTES	WE-8079AUT
AURELIO COVARRUBIAS	WE-11629T	HERIBERTO CORONEL WENCESLAD	WE-11218T
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT
BRIAN C. KIRKEGAARD	WE-10476AT	HUMBERTO CHAVARRIA	WE-11207T
CARLOS IXTA	WE-11106T	ISAIAS MACIAS	WE-10979T
CARLOS RAMOS	WE-11263T	ISRAEL A. RAMIREZ	WE-11567T
CELEDONIO R. MANZANO OLEA	WE-10984T	J. REFUGIO ESCAMILLA	WE-1153T
CELESTINO PEREZ	WE-11243T	J. SOCORRO GARCIA	WE-11172T
CESAR WENCESLAD	WE-10968T	JAIME ROBELIO HERNANDEZ	WE-5297AT
CESAR G. VALENZUELA REYES	WE-11076T	JAMES CHARLES WORKING	WE-1592AT
CHARLES F.M. INSCO	WE-11368T	JEFFERY B. WILLIAMS	WE-1100AT
CURTIS PATRICK WORTH	WE-10972AT	JESUS RAYA	WE-3449AT
DANIEL CHAVARRIA	WE-10292AT	JESUS A. MONTES	WE-11014T
DANIEL RIVAS	WE-10850T	JESUS M. SARABIA PENNA	WE-11450T
DANIEL GEORGE POTTS	WE-11534T	JOEL LOPEZ	WE-10871AT
DANIEL J. KNUTSEN JR	WE-11715T	JOEL MARTINEZ	WE-10992T
DANNY AVITIA	WE-11638T	JOEL ORTIZ	WE-11039T
DELFINO AGUILAR-MORALES	WE-10900T	JOEL M. RIVERA	WE-11273T
DEMETRIO LIRA	WE-11323T	JOHN LEE PINEDA	WE-10367AT
DEMETRIO DSEGUERA	WE-11043T	JORGE ARREOLA-HERNANDEZ	WE-11321T
EDIBERTO SERNA SALAZAR	WE-11051T	JORGE DUENAS	WE-11144T
EDUARDO AVILA	WE-10812T	JORGE JIMENEZ	WE-11110T
EDUARDO MARTINEZ BECERRA	WE-10991T	JOSAFAT MONTOYA	WE-11015T
EDUARDO VARGAS	WE-11058T	JOSE AGUAYO	WE-10899T
ELIGIO IBARRA CARDOZO	WE-11197T	JOSE JIMENEZ	WE-11108T
ELOY MARQUEZ	WE-11566T	JOSE JIMENEZ HERNANDEZ	WE-11113T
ENRIQUE SANDOVAL	WE-11302T	JOSE VEGA	WE-11062T
ERNESTO GONSALEZ	WE-11461T	JOSE A. ALVAREZ	WE-10908T
EUGENE BARRIENTOS	WE-8701AUT	JOSE A. GONZALEZ MENDEZ	WE-6475AT
FAUSTO GUZMAN	WE-11083T	JOSE ABEL CANGINO	WE-11192T
FELIX GARCIA	WE-11170T	JOSE AGUSTIN CARRILLO	WE-11200T
MELCHOR LEMUS	WE-11237T	JOSE F. DRELLANA	WE-11483T
MICHAEL LOUIS YOUNG	WE-11687T	ROBERT JAY ADDISON JR	WE-10898T
MIGUEL AYALA	WE-10924T	RODNEY LYNN MORGAN	WE-9546AUT
MIGUEL MACIAS	WE-10978T	ROMUALDO GAETA LUNA	WE-11165T
NELSON R. AGUIRRE	WE-10901T	SALOMON SILVA	WE-11053T
OSCAR IGNACIO RIVERA	WE-11424T	SALUSTIO SANCHEZ	WE-11462T
PEDRO CUEVAS	WE-11765T	SAMUEL JIMENEZ	WE-11109T
PEDRO GARCIA	WE-11168T	SANTOS MACIAS LEMUS	WE-10980T
PEDRO SANDOVAL	WE-11301T	SERGIO LOPEZ-RIVERA	WE-10957T
PEDRO ALTAMIRANO	WE-11095T	STEFAN B. KALLENBERG	WE-10730AT
RAMON ZUNIGA GOMEZ	WE-10977T	STEPHEN GLENN DAVIS	WE-10894AT
RANULFO PERALTA CASTANEDA	WE-11202T	STEVE B. HUNT	WE-1044A
RAUL MANZO HERNANDEZ	WE-10985T	VENTURA GOMEZ	WE-11180T
RAUL TELLEZ TAPIA	WE-11138T	WALLACE BURCH	WE-0713AT
RAYMUNDO GUTIERREZ	WE-11080T		
RENE ROSALES	WE-7941AT		



3

QUALITY CONTROL

IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound, reliable equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the City's specifications.

Area Manager: Martin Cortez

ISA Certification #: WE-8539A

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the City to review work schedule and progress
- Insure standards of pruning are performed in accordance with City specifications
- Maintain open communication with the City Inspector and field crew

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

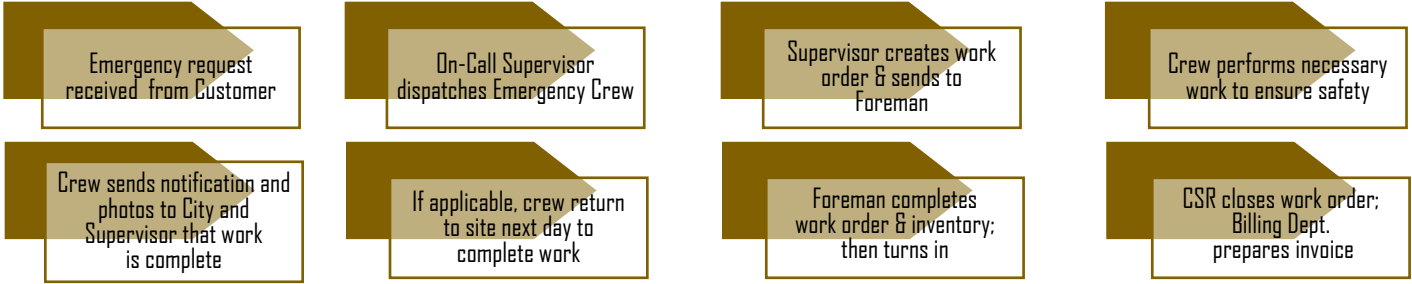
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

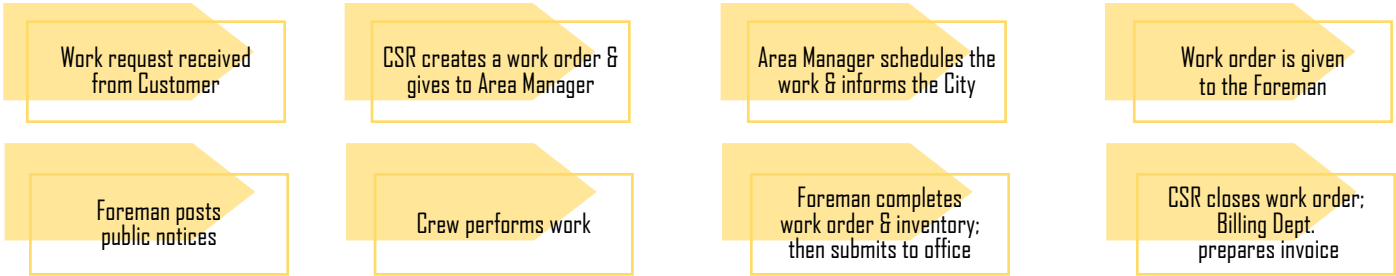
WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

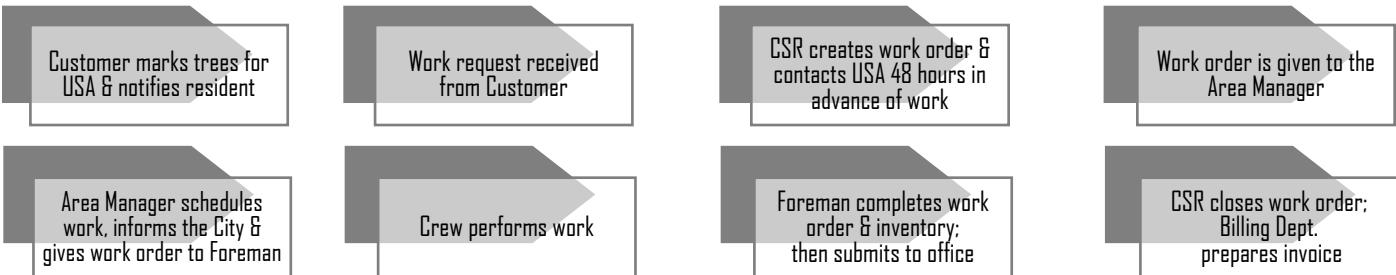
Emergency Flowchart (1 Hour Response/ 24 Hour Completion)



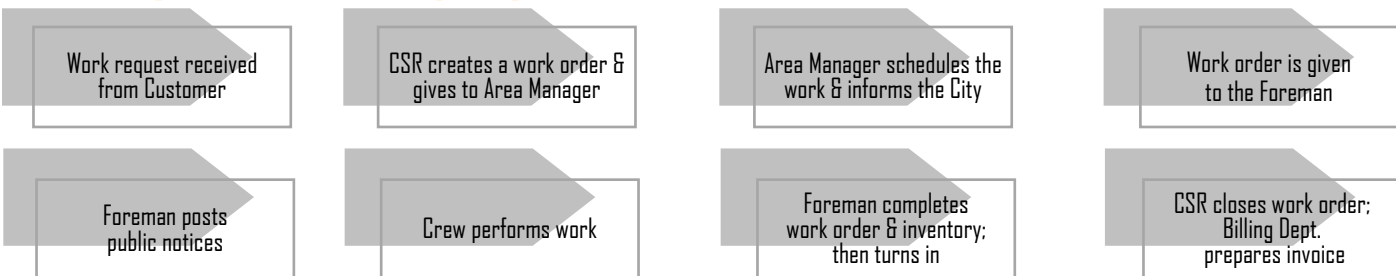
Scheduled Tree Pruning Flowchart (30 day Completion)



Scheduled Removal Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

LEONEL CORTEZ, SUPERVISOR
714.412.0424

MANUEL PEREZ, SUPERVISOR
626.255.2821

MARTIN CORTEZ, AREA MANAGER
714.920.0558

After confirmation from on call Manager, you can email multiple locations to:
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
714.991-1900



SAMPLE PLANTING DOOR HANGER

HELP ME GROW!

WATER THE TREE
once (1) per week during cool months.

PLEASE DO NOT
change or adjust the stakes.

PLEASE DO NOT
adjust the water basin or mulch placed around the tree.

WATER THE TREE
twice (2) per week during warm months.

KEEP THE TREE FREE
of weeds and other plants.

WCA
Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the City.

*Excluding emergency services.

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the City Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the City to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



OATH OF COMMITMENT

WCA is committed to working with the your agency staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by your agency and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the agency's budget and that the agency may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the namesake of your agency by providing gold standard tree care services.

Patrick Mahoney, President

2020

4

SERVICE APPROACH

PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the City Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the City may require mobilization from one tree site to another within the City.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the City. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the City, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

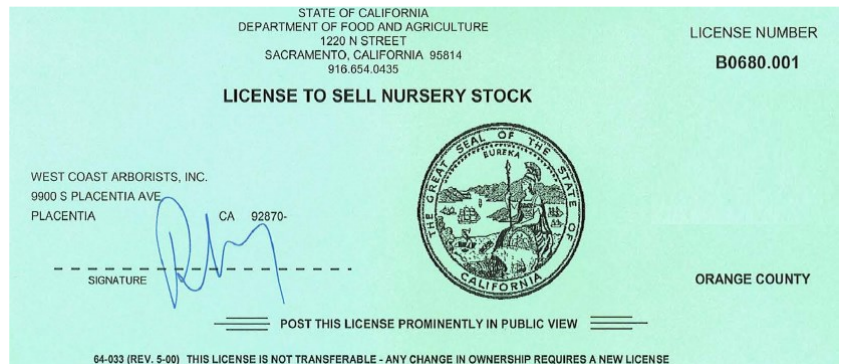
- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the City. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

LOGS TO LUMBER

Recycling the Urban Forest




"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

<p>The Goal</p> <p>is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.</p>	<div style="text-align: center;">  <p>Reducing</p> <p>waste from the urban forest.</p> </div> <div style="text-align: center; margin-top: 10px;">  <p>Converting</p> <p>trees removed into useable lumber.</p> </div> <div style="text-align: center; margin-top: 10px;"> <p>Assisting</p> <p>with landfill diversion (AB939).</p> </div> <div style="text-align: center; margin-top: 10px;"> <p>Giving</p> <p>back to the Community!</p> </div>
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The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.



5 INFORMATION MANAGEMENT

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your City in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the City. Proper use of this system enables the City and WCA to track the completion of work that is ordered.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the City with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE CITY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your City in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your City.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value



Modern Fleet consisting of 1250+

6 EQUIPMENT SUMMARY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

CHP Biennial Inspection of Terminal Certification

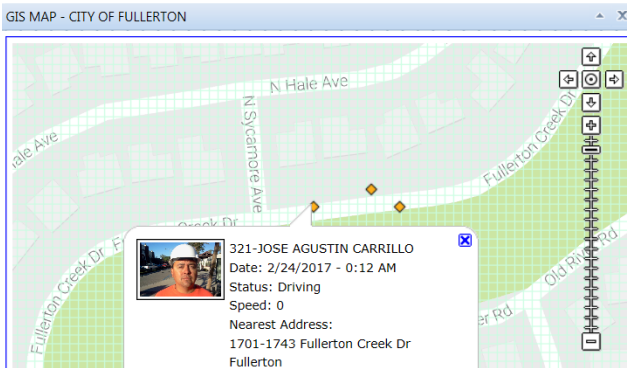
We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

NetworkCar Fleet Solutions

WCA has partnered with NetworkCar Fleet Solutions to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions. GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

EQUIPMENT LIST SUMMARY:	
Pick Up Trucks	300
Aerial Lift Devices	300
95' Aerial Devices	15
Dump Trucks	180
Flat Beds	44
Forklifts	8
Arrowboards	70
ATVs	7
Stump Grinders	55
Loaders	77
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	45
Saw Mill	3
Log Skidder	1
Back Hoes	1
Brush Chippers	166
Cranes	6
Toyota Prius	13
Toyota Yaris	9
Ford CMAX	4



CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the City's entire urban forest.

CITY OF MURRIETA



Annual Budget: \$ 350,000
Contact: George Moring, Parks Maint. Supv.
Address: 37000 Ruth Ellen Way, Murrieta, CA 92653
Phone: (951) 461-6112
Email: gmoring@murrieta.org

CITY OF CORONA



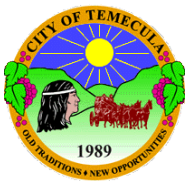
Annual Budget: \$ 1,200,000
Contact: Moses Cortez, Parks & Landscape Supv.
Address: 755 Corporation Yard Way, Corona, CA 92880
Phone: (951) 817-5728
Email: moses.cortez@ci.corona.ca.us

CITY OF INDIO



Annual Budget: \$ 400,000
Contact: Paul Stalma, Parks Supervisor
Address: 83-101 Avenue 45, Indio, CA 92210
Phone: (760) 625-1806
Email: pstalma@indio.org

CITY OF TEMECULA



Annual Budget: \$ 500,000
Contact: Rodney Tidwell
Address: 41000 Main St., Temecula, CA 92589
Phone: (951) 694-6411
Email: Rodney.tidwell@cityoftemecula.org

CITY OF REDLANDS



Annual Budget: \$ 100,000
Contact: Erick Reeves, Parks Division Coord.
Address: P.O. Box 3005, Redlands, CA 92373
Phone: (909) 798-7853
Email: ereeves2@cityofredlands.org

7

REFERENCES/ EXPERIENCE

SINCE 2007

Primarily WCA performs tree maintenance services including removals for all of Murrieta's city-owned trees in the parkways, medians, and Landscape Maintenance Districts on an as-needed basis.

SINCE 2006

The City of Corona and WCA have been working together on the City's urban forest since 2010. City crews maintain the landscape maintenance districts. The City has initiated a removal project where dead, diseased, and dying trees are being phased out. In turn, the City has been planting over 100 trees annually.

SINCE 2006

We currently maintain the City's landscape maintenance districts consisting of over 10,000 street trees. These trees are maintained on an annual 3-5 year maintenance cycle. All palm tree species are trimmed annually and removals are based on an as needed basis. WCA is a supporter and participant in the City's annual Arbor Day celebration. Based on the positive letters the City has received, we have gained a reputation as a conscientious tree maintenance firm capable of performing high quality service.

SINCE 2006

Primarily WCA performs tree maintenance services for all of Temecula's city-owned trees. The City currently is on a 3-5 year pruning maintenance cycle. Removals are performed on an as-needed basis. Temecula manages their urban forest by utilizing ArborAccess, the inventory software program provided by WCA.

SINCE 2004

We provide complete urban forestry management for more than 38,000 trees, including tree pruning, removals, planting and emergency services. We also provide inventory updates to the City's own inventory database. There are over 1,000 tree removal work records since the beginning of the contract.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.
 These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,375,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.

Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



Attachment: Agreement for Tree Trimming Services [Revision 2] (4110 : AWARD OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR



Report to City Council

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

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: AWARD OF AN INDEPENDENT CONTRACTOR
 AGREEMENT FOR BACKFLOW SERVICES (CITY
 COUNCIL AND CSD BOARD) (AGMT. NO. 2020-____),
 WHICH ARE FUNDED BY PARCEL CHARGES AND THE
 FACILITIES MAINTENANCE FUND.

RECOMMENDED ACTION

Recommendations:

1. Approve the Agreement for Backflow Services (“Agreement”) with E.R. Block Plumbing, Inc., 10910 Hole Ave., Riverside, CA 92505, and waive any and all minor irregularities, to provide backflow testing and repair services to City maintained backflow prevention devices for a not-to-exceed amount of \$578,000.
2. Authorize the City Manager to execute the Agreement with E.R. Block Plumbing, Inc. and authorize the Public Works Director/City Engineer to execute subsequent amendments to the Agreement, in accordance with its terms, subject to the approval of the City Attorney and provided sufficient funding appropriations and program approvals have been granted by the City Council.

SUMMARY

This report recommends award of an Agreement to E.R. Block Plumbing, Inc. (the “Contractor”). The Agreement is for a five-year term to provide backflow prevention device testing and repair services and is subject to an annual inflationary adjustment.

The majority of the backflow devices are located within special financing districts (e.g. landscape maintenance districts and parks). Funding for testing and repair of these backflows is provided through a parcel charge collected as part of the annual property tax bill. For those backflow devices located on City facilities, testing and repair services are funded through the Facilities Maintenance Fund.

DISCUSSION

The City is responsible for approximately 365 backflow prevention devices. The backflow devices are part of the public landscaping infrastructure (e.g. landscape maintenance districts, parks, etc.) and protect our potable water supply. State regulations require the backflows be tested annually and if necessary, their immediate repair.

Backflow testing and repair services are performed by licensed and insured contractors. The contractors are selected through a competitive Request for Proposal (RFP) process every five-years, consistent with the City's Procurement Policy. The Uniform Public Construction Cost Accounting Act and Public Contract Code 22022 (Municipal Code 3.12.300) allows the use of the RFP procurement process for landscape maintenance services.

On June 10, 2020, an RFP for the backflow services was issued using the City's electronic bid and vendor management system (Planetbids). Nineteen vendors were notified of the RFP; none attended the optional pre-submittal meeting held via Zoom. Two responses were received before the RFP due date of 2:00 p.m. on July 13, 2020.

The RFP requested information on the proposer's 1) ability to provide the services, 2) qualifications and certifications in accordance with accepted standards 3) references from other municipalities/public agencies where similar services have been provided, and 4) pricing. Evaluations of the responses were independently completed by representatives from the Parks Maintenance Division and Maintenance and Operations Division, all of whom have backflow management experience.

Staff recommends 1) awarding the Agreement to E.R. Block Plumbing, Inc., waiving any and all minor irregularities, 2) authorizing the City Manager to execute the Agreement, and 3) authorizing the Public Works Director/City Engineer to approve all future amendments, in accordance with the terms of the Agreement and subject to the approval of the City Attorney. Such amendments shall only be entered into provided they are within the authorized not-to-exceed amount and provided sufficient funding appropriations and program approvals have been granted by the City Council. Authorizing the Public Works Director/City Engineer to amend the Agreement allows for the adjustments in additional work services, as may be necessary, without a delay in service.

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.

The City Council will take action on this item acting as both the City Council and the CSD Board.

ALTERNATIVES

1. Approve the Agreement for Backflow Services with E.R. Block Plumbing, Inc. and related recommended actions as presented in this staff report. *Staff recommends this alternative to remain in compliance with state regulations and to provide uninterrupted service of the City’s backflow prevention devices.*

2. Do not approve the Agreement. *Staff does not recommend this alternative as it will be in violation of state regulations and cause an interruption in services. Additional costs may be incurred to obtain another contractor with no guarantee that a more qualified contractor can be found at a better cost.*

3. Do not approve the Agreement but continue the item to a future City Council meeting. *Staff does not recommend this alternative as it will be in violation of state regulations and cause an interruption in services.*

FISCAL IMPACT

The term of the Agreement is for five years, provided funding appropriations and program approvals have been granted by the City Council each fiscal year. The Agreement is subject to an annual Consumer Price Index (CPI) inflation adjustment, at the discretion of the City and with appropriate City Council funding and program approvals. The following table is the five-year not-to-exceed amount of the Agreement. This includes an estimate for annual CPI adjustments and new landscape areas and backflow devices assumed for maintenance (e.g. addition of new landscape maintenance districts).

Backflow Testing, Repair and Replacement Services						
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	Not-to-Exceed Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
	Estimate	Estimate	Estimate	Estimate	Estimate	
Base Work ¹	\$ 20,075.00	\$ 21,200.00	\$ 22,400.00	\$ 23,700.00	\$ 25,000.00	\$ 112,375.00
Additional Work ²	\$ 84,025.00	\$ 88,300.00	\$ 92,900.00	\$ 97,700.00	\$ 102,700.00	\$ 465,625.00
Total	\$ 104,100.00	\$ 109,500.00	\$ 115,300.00	\$ 121,400.00	\$ 127,700.00	\$ 578,000.00
¹ Base Work is for routine testing of backflow devices. ² Additional Work is for unanticipated/emergency repairs, parts and labor. Additional work amounts are estimated and may fluctuate in any given year based on the area’s ability to support the services and City Council approval of appropriate funding levels. Pricing is based on pricing terms of the Agreement. ³ Estimates based on information known at the time the not-to-exceed was calculated. Actual amounts may vary depending on the addition/removal of landscape maintenance districts/additional backflows and City Council program and budget approvals. The purchase orders will be based on actual amounts authorized by the City Council.						
Not-to-Exceed: Special Districts Landscaping (\$433,950), Park Maintenance (\$32,850), and Maintenance and Operations (\$111,200)						

NOTIFICATION

The RFP was posted on the City’s bid portal (PlanetBids) and was advertised in *The Press-Enterprise* on June 15 and 16, 2020. PlanetBids identified and notified 19 interested parties.

PREPARATION OF STAFF REPORT

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred By:
Michael L. Wolfe
Interim Assistant City Manager
Public Works Director/City Engineer

Concurred By:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

See the Discussion section above for details of how this action supports the City Council’s Strategic Priorities.

ATTACHMENTS

- 1. Agreement for Backflow Testing and Repair Services

APPROVALS

Budget Officer Approval	<u> ✓ Approved </u>	8/24/20 1:04 PM
City Attorney Approval	<u> ✓ Approved </u>	8/24/20 12:25 PM

City Manager Approval

✓ Approved

8/24/20 1:08 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 and Moreno Valley Community Services District, 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 E.R. Block Plumbing, Inc. a Corporation, with its principal place of business at 10910 Hole Ave., Riverside, CA 92505, 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 backflow prevention device testing and repair 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 backflow prevention device testing and repair contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the backflow prevention device testing and repair services 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:	E.R. Block Plumbing, Inc.
Address:	10910 Hole Ave.
City, State, Zip:	Riverside, CA 92505
Business Phone:	951-687-4011
Business License Number:	
Federal Tax I.D. Number:	95-3138160

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: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
 - D. The term of this Agreement shall be through June 30, 2025 and as provided in Exhibit “D” attached hereto and incorporated herein by this reference, 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.
 - E. The Contractor’s Proposal is provided in Exhibit “E” attached hereto and incorporated herein by this reference.
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: David Ross.

- 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 David Ross, 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

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:

E.R. Block Plumbing, Inc.
 10910 Hole Ave.
 Riverside, CA 92505
 Attn: David Ross, President

City:

City of Moreno Valley
 14177 Frederick Street
 P.O. Box 88005
 Moreno Valley, CA 92552
 Attn: Purchasing & Sustainability Division

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: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

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

City of Moreno Valley and Moreno Valley Community Services District

E.R. Block Plumbing, Inc.

By: _____
Title: Mike Lee, City Manager

By: _____
Title: (President or Vice President)

By: _____
Title: Mike Lee, City Manager, Acting in the capacity of District Manager to the Moreno Valley Community Services District

Date: _____

Date: _____

By: _____
Title: Corporate Secretary or Assistant Secretary

Date: _____

Affix Corporate Seal Below

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

EXHIBIT A – SCOPE OF WORK

BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

1. GENERAL PROVISIONS

- A. The work to be performed under this agreement shall include the furnishing of all labor, material, and equipment necessary for the provision of backflow testing, repair and replacement services within various City locations and may include work within the City's landscape maintenance districts, within the right-of-way, at its parks and trails, and at City maintained facilities.
- B. The City is responsible for approximately 365 backflows that must be tested annually. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any items or work, as may be deemed necessary or advisable by the Director.
- C. All work shall be performed in accordance with usual and customary backflow testing, repair and replacement practices to achieve proper operation and functioning of backflows and related backflow equipment. Contractor shall at all times maintain the City's backflow prevention devices in a condition that satisfies all applicable statutory requirements. The Public Works Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, methods or materials used, and make changes in the work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the location site(s). The Contractor shall not be relieved of his/her/its liability under this Agreement, nor shall the City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to herein and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All work shall be performed in accordance with the provisions of this agreement and in accordance with an approved service schedule or testing frequency, or as requested, as approved by the Director and within the prescribed timelines established by the respective water districts.
- F. Failure to adhere or comply with any provisions included herein may result in the assessment of non-performance penalties per Exhibit C.
- G. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.
- H. Contractor shall post a five hundred dollar (\$500.00) cash security deposit with the City following award of agreement as security against: 1) return of backflow assembly

enclosure key(s) and 2) payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with EMWD Ordinance No. 69. Contractor's cash deposit, or any balance thereof, will be returned to Contractor upon termination of the agreement.

2. TECHNICAL PROVISIONS

- A. During the entire term of the agreement, Contractor and subcontractors, if any, shall hold a valid Backflow Prevention Device Tester Certification No. with the County of Riverside Department of Health Services Agency.
- B. Contractor will perform annual tests and other periodic tests of the City's backflow systems as requested and/or required by applicable Federal, State, and local agency laws and regulations.
- C. Contractor will perform such backflow assembly maintenance, repairs, replacements, etc. as may be necessary to comply with applicable Federal, State, and local agency laws and regulations.
- D. All such backflow assembly tests, maintenance, repairs, etc., performed by the Contractor shall be subject to all requirements of each water district (e.g. EMWD Ordinance No. 69, WMWD Ordinance No. 381, etc.).
- E. Contractor shall be liable for payment of any correction charges that might be levied by the water district due to Contractor's non-compliance with the water district's requirements.
- F. Contractor shall provide all labor, materials, equipment, and administrative costs necessary to perform the above-referenced tests, maintenance, repairs, etc.

3. SCHEDULING OF WORK

- A. Upon receipt, the City will forward annual backflow assembly test reporting forms for backflow device to the Contractor via email and Contractor shall confirm receipt.
- B. Upon receipt of test report forms, the Contractor shall conduct backflow assembly test(s), including any maintenance, adjustments, repairs, etc. needed to enable the assembly to pass the test. Such maintenance and/or testing shall be completed, and properly completed testing reports prepared and submitted to each water district **on or before the due date** set forth in the Notice of Periodic Testing for Backflow Prevention Assembly.
- C. Properly completed and legible Test Reporting forms must be completed by and returned to the water district before the completion date noted on the Test Report.
- D. The completed Test Report shall be simultaneously returned to the respective water district (backflow@emwd.org, westernbackflow@wmwd.com, melissa.bsmwc@gmail.com) and to the requesting City staff at one of the following

email addresses:

Requesting Division	Email
Special Districts	specialdistricts@moval.org
Maintenance & Operations	maintenanceoffice@moval.org
Parks	parksdivision@moval.org

- E. It is the Contractor’s responsibility to contact the water district directly, with a copy to the requesting City staff, for any request to extend the due date of the Test Report and/or other variances. Failure to complete tests by the due date will result in non-performance penalties per Exhibit C.
- F. For the purposes of this agreement, “Working Days” are Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service will be from 7:00 a.m. to 4:00 p.m. Any work the Contractor proposes to perform outside of the days and hours set forth hereinabove, as well as on legal City holidays, shall not be undertaken without the prior written approval of the Director.

The following days have been designated as holidays by the City:

New Year’s Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

- G. If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director’s approval.

4. FUNCTIONS AND RESPONSIBILITIES

- A. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations, and schedule future work as may be ordered by the Director.

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- B. The Contractor shall maintain an office at some fixed place, and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- C. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. Contractor shall notify the Director at specialdistricts@moval.org, maintenanceoffice@moval.org, and parksdivision@moval.org within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- D. During normal working hours, the Contractor's Supervisor or designated employee responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to, mobile or cellular phone.
- E. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service will be considered an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this agreement.
- F. The Contractor shall respond to emergency calls from any of the parties listed herein this section no later than two (2) hours following notification. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

Assistant City Manager	Parks Maintenance Supervisor
City Manager	Police Department
Facilities Maintenance staff	Public Works Director
Fire Department	Public Works Division Manager
Landscape Services Inspector	Special Districts Division Manager
Landscape Services Supervisor	Stand-By Staff
Parks and Community Services Director	Street Maintenance Supervisor
Parks and Community Services Deputy Director	Fleet & Facilities Maintenance Supervisor

G. Contractor's emergency response and any necessary corrective work shall be considered Additional Work as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

5. COMPLAINTS

A. All complaints shall be responded to as soon as possible after notification, but in all

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owed to the Contractor from the City per Exhibit C.

- B. The Contractor shall maintain a written record of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said record shall be submitted to the Director within one week of such occurrence.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this agreement by Contractor, the City may immediately, upon written notice to the Contractor, terminate this agreement.

6. CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.
- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times and shall be buttoned. Approved safety vests shall be worn by Contractor's employees at all times.
- F. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates the name of the Contractor to the public. The identification system shall

be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

7. EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

8. SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, District, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- C. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to the Director monthly. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- F. The Contractor shall be responsible for making minor corrections, so as to protect members of the public or others from injury.

- G. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- H. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor Agreement.

9. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License, required for the performance of the work.

10. DEPARTMENT OF INDUSTRIAL RELATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5." Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.
- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

11. PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete accurate payroll records for each workman employed by Contractor/subcontractor in connection with this agreement, as required by California Labor Code Section 1776.

- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor’s progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

12. PREVAILING WAGE AND WORKERS’ COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor’s direction and control, in violation of the provisions of said Labor Code.
- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

13. BONDS

- A. Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this agreement, three (3) good, and sufficient surety bonds, to wit:
 - 1. A “Bid Bond” in the amount of ten percent (10%) of the proposed bid price, which shall guarantee the compliance with the bid contract and ensure the contractor will enter into the contract if it is awarded, and;
 - 2. A "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work (see sample provided herein), and;
 - 3. "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

labor, mechanics or materialmen for all work performed hereunder (see sample provided herein).

- B. If the successful bidder neglects or refuses to enter into the agreement, or to provide the supplies, materials or equipment according to specifications within the required time, then the amount of the bidder's security shall be declared forfeited to the city. Amounts collected shall be paid into the appropriate fund. All bonds forfeited shall be prosecuted and the amount thereof collected and paid into such fund.
- C. All bids not submitted with the requested bidder's security shall be rejected. Unsuccessful bidders shall be entitled to the return of security when such has been requested.
- D. Surety Bonds shall be made payable to the City and in one of the following forms:
 - 1. Certified or cashier's check;
 - 2. Bidders bond made payable to the City. Bond to be executed by a corporate surety authorized to engage in such business in California, and listed in the U.S. Department of Treasury's listing of approved sureties;
 - 3. Cash (U.S. funds only). (Ord. 844 § 2, 2012)

14. SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon.
- C. The Contractor shall give the City written notice within thirty (30) days after the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

15. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the

performance under this agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense, and shall be completed within the time limits established by the Director.

16. CONTRACTORS LICENSE

Contractors are required by law to be licensed, and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. CLAIM RESOLUTION PROCEDURES

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.
- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

18. SAMPLE FORMS

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, herein after known as "City", has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City is about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

FAITHFUL PERFORMANCE BOND

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this ____ day of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone No.: _____ Telephone No.: _____

Print Name: _____ Print Name: _____
Attorney-in-Fact

Signature: _____ Signature: _____

Approved as to Form this
____ day of _____ 20____

City Attorney and City Attorney, in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal may be affixed hereto.

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

BOND NO. _____
PREMIUM \$ _____

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

Select Services

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, and the City Council as the Board of Directors of the Moreno Valley Community Services District (CSD) ("CSD Board"), State of California, hereinafter known as "City," has awarded to **Insert Contractor's Name**, as Principal hereinafter designated as "Contractor" and the City and District are about to enter or have entered into an Agreement whereby the Contractor agrees to provide landscape maintenance services, as outlined in said Agreement, effective on the date signed by the Mayor and President of the CSD Board or the City Manager and District Manager to the CSD Board, and identified as **Select Services**, is hereby referred to and made a part hereof; and,

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____) (words and figures), lawful money of the United States, to be paid to said City or its certain attorney, successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

LABOR AND MATERIALS BOND

BOND NO. _____

WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____ Name: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

By: _____ By: _____

Title: _____ Title: _____

By: _____ By: _____

Title: _____ Title: _____

Approved as to form this _____ day of _____, 20____.

City Attorney and City Attorney in the Capacity of General Legal Counsel
to the Moreno Valley Community Services District

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- **The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.**
- **The bond shall include an attached Notary Certificate for the Proposer.**
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (Contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

The Proper's and Surety's Corporate Seal may be affixed hereto.

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

EXHIBIT B - CITY RESPONSIBILITIES

BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Public Works Director and/or the Parks & Community Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. TEST REPORT FORMS

The City will forward annual backflow assembly test report forms to the Contractor via email. Should circumstances warrant, the City will notify the Contractor via telephone that test report forms have been emailed.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. ACCESS TO BACKFLOW ASSEMBLIES

The City will provide Contractor with key(s) needed for accessing backflow assemblies that are enclosed in protective cages. Contractor shall return key(s) to the City upon termination of the Contract. Failure to do so will result in charges for replacement of keys and/or locks and/or any necessary labor required for access to the protective cages by the City.

EXHIBIT C - PAYMENT TERMS

BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

1. CONTRACTOR'S COMPENSATION

- A. The Contractor's compensation shall not exceed \$578,000.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. 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
- F. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the maintenance services provided or tests performed for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports, if necessary, of the following:
 - a. Testing or services performed, which must include the location, area or site of such maintenance.
 - b. Complaints received.

- c. Hazards noted.
- d. Invoice for service shall include detail from the site test and repaired. Such detail shall be provided by the City and included on the test report, service performed and cost in accordance with the Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports (if any), listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

- G. The Contractor will submit all invoices electronically to 1) Accounts Payable staff at accountspayable@moval.org, 951.413.3073 with a copy to 2) the Division requesting the services at:
 - a. Maintenance and Operations Division
maintenanceandoperations@moval.org, 951.413.3160
 - b. Special Districts Division
specialdistricts@moval.org, 951.413.3480
 - c. Parks Maintenance Division
parksdivision@moval.org, 951.413.3702
- H. 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. (Business/Finance tab).
- I. The minimum information required on all invoices is:
 - a. Vendor Name, Mailing Address, and Phone Number
 - b. Invoice Date
 - c. Purchase Order Number
 - d. Vendor Invoice Number
 - e. City-provided Reference Number (e.g. Project or Contract Number)
 - f. Date services were provided.
 - g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), Park, or

general vicinity where services were performed within the identified service area.

- h. Month services that were rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. January Base or Additional Work).
 - i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
 - j. Supporting documentation including: receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
 - k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding email approval).
- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. 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.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work services as described herein, in addition to the work set forth in Exhibit A.

- B. If the City determines it to be in the City’s best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.
- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor’s written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone, Median or Tract ID, Park, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City’s work force.
- E. The Contractor will test, maintain, and repair all backflow devices the City may add to this Agreement at a unit price equivalent to the prices described herein.
- F. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the not to exceed amount.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete.
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.
- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.
- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.
- E. Penalties imposed by the water district. Contractor shall pay for any penalties imposed by the water district for failure to complete tests and/or repairs in a timely manner provided such failure is a result of Contractor's failure to perform.

5. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

6. COMPENSATION DETAIL

See table on following page.

Bid/Compensation Schedule						
VendorID	Company Name	Address	City			
354648	E.R. Block Plumbing, Inc.	10910 Hole Ave.	Riverside			
Respondee	Respondee Title	Respondee Phone	Respondee Email			
David Ross	President	909-653-7970	erblockplumbing.inc@gmail.com			
Line Items						
Item Num	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Backflow Services	Backflow Test	per test	1	\$25.00	\$25.00
2	Backflow Services	Repair Work	per hour	1	\$100.00	\$100.00
3	Backflow Services	Emergency Repairs	per hour	1	\$150.00	\$150.00
4	Backflow Services	Replacement Parts Supplied at Contractor's Cost Plus Mark-up	percent	0	20%	\$0.00

7. PREVAILING WAGE DETERMINATION

Based on information available at time of RFP issuance. See tables on following pages.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.4
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: RIVERSIDE COUNTY
 DETERMINATION: RIV-2020-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME			OVERTIME HOURLY RATE			CONTRACT PROVISIONS			
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION / HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	HOLIDAYS	SCOPE OF WORK	TRAVEL & SUBSISTENCE	PREDETERMINED INCREASE		
# BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	2/22/2020	04/30/2020**	A 40.900	8.750	7.510	-	B 0.990	0.450	C 8.0	58.600	D 79.050	D 79.050	99.500	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# BRICKLAYER:																			
# MASON FINISHER	2/22/2020	04/30/2020*	A 28.670	8.750	8.610	-	B 0.870	0.450	C 8.0	47.350	D 61.690	D 61.690	76.020	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# BRICK TENDER	8/22/2019	06/30/2020**	33.060	7.470	8.400	F 4.380	0.650	0.440	C 8.0	54.400	70.930	70.930	87.460	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# FORKLIFT OPERATOR	8/22/2019	06/30/2020**	33.510	7.470	8.400	F 4.380	0.650	0.440	C 8.0	54.850	71.600	71.600	88.360	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# CARPET, LINOLEUM,																			
# RESILIENT TILE LAYER	2/22/2020	12/31/2020**	G 37.550	5.480	5.550	2.120	0.630	0.280	8.0	51.610	70.390	H 70.390	89.160	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# MATERIAL HANDLER	2/22/2020	12/31/2020**	G 13.000	5.480	1.940	0.620	0.630	0.280	8.0	21.950	28.450	J 28.450	34.950	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# DRYWALL FINISHER																			
# DRYWALL FINISHER	2/22/2020	09/30/2020**	G 42.180	8.850	6.880	3.070	0.720	0.870	8.0	62.570	83.660	K 83.660	104.750	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# ELECTRICIAN:																			
# SOUND INSTALLER	2/22/2020	12/27/2020**	35.090	9.040	L 5.810	-	0.650	M 0.300	8.0	51.940	N 70.010	N 70.010	88.090	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# INSIDE WIREMAN, TECHNICIAN	2/22/2020	12/27/2020**	O 43.890	9.040	L 13.560	-	0.730	P 0.220	8.0	69.040	Q 91.750	Q 91.750	114.460	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# CABLE SPLICER	2/22/2020	12/27/2020**	O 46.080	9.040	L 13.560	-	0.730	P 0.230	8.0	71.300	Q 95.150	Q 95.150	118.990	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# FIELD SURVEYOR:																			
# CHIEF OF PARTY (018.167-010)	2/22/2020	09/30/2020**	52.060	11.600	11.150	F 4.770	1.150	0.150	8.0	80.880	N 106.910	N 106.910	132.940	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# INSTRUMENTMAN (018.167-034)	2/22/2020	09/30/2020**	49.260	11.600	11.150	F 4.600	1.150	0.150	8.0	77.910	N 102.540	N 102.540	127.170	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# CHAINMAN/RODMAN (869.567-010)	2/22/2020	09/30/2020**	48.680	11.600	11.150	F 4.550	1.150	0.150	8.0	77.280	N 101.620	N 101.620	125.960	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# GLAZIER	2/22/2020	05/31/2020*	S 45.450	T 7.750	12.950	U -	0.770	0.880	8.0	67.800	V 89.530	V 89.530	111.250	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# MARBLE FINISHER	8/22/2019	05/31/2020*	W 33.430	9.250	3.950	-	0.910	0.370	8.0	47.910	X 64.630	Y 64.630	Z 81.340	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# PAINTER:																			
# PAINTER, LEAD ABATEMENT	2/22/2020	06/30/2020**	O 32.120	8.900	4.040	2.550	0.600	1.010	8.0	49.220	AB 65.280	AB 65.280	AB 65.280	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# REPAINT PAINTER, LEAD ABATEMENT	2/22/2020	06/30/2020**	O 28.590	8.900	4.040	2.430	0.600	1.010	8.0	45.570	AC 59.870	AC 59.870	AC 59.870	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# INDUSTRIAL PAINTER	2/22/2020	06/30/2020**	O 34.020	8.900	4.040	2.850	0.700	1.010	8.0	51.520	AB 68.530	AB 68.530	AB 68.530	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# INDUSTRIAL REPAINT PAINTER	2/22/2020	06/30/2020**	O 30.340	8.900	4.040	2.710	0.700	1.010	8.0	47.700	AC 62.870	AC 62.870	AC 62.870	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# GRAFFITI REMOVAL WORKER (APPLIES ONLY TO PAINT-OVER METHOD)	2/22/2020	01/31/2021*	23.000	7.900	0.640	-	0.750	-	8.0	32.290	43.790	J 43.790	55.290	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	2/22/2020	01/31/2021*	16.000	7.900	0.640	-	0.750	-	8.0	25.290	33.290	J 33.290	41.290	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	2/22/2020	01/31/2021*	16.870	7.900	0.640	-	0.750	-	8.0	26.160	34.600	J 34.600	43.030	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# PLASTERER	8/22/2019	08/04/2020**	37.860	9.380	5.840	AG 5.870	0.810	1.040	AH 8.0	60.800	AB 79.730	AI 79.730	98.660	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# PLASTER TENDER	8/22/2019	08/04/2020**	37.370	7.470	8.300	AK 5.180	1.020	0.960	8.0	60.300	AL 78.990	AM 78.990	97.670	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# PLASTER CLEAN-UP LABORER	8/22/2019	08/04/2020**	34.820	7.470	8.300	AK 5.180	1.020	0.960	8.0	57.750	AL 75.160	AM 75.160	92.570	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# PLUMBER:																			
# PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2020	08/31/2020**	AN 51.380	9.160	AO 12.250	AP -	2.250	AO 1.270	8.0	76.310	D 101.080	D 101.080	124.220	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# SEWER AND STORM DRAIN PIPELAYER	2/22/2020	08/31/2020**	AN 38.490	9.050	AO 9.400	AP -	1.980	AO 1.270	8.0	60.190	78.510	AR 78.510	96.220	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# SEWER AND STORM DRAIN PIPE TRADESMAN	2/22/2020	08/31/2020**	AT 19.040	8.800	0.380	-	1.110	AO 1.120	8.0	30.450	39.040	AR 39.040	47.640	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	2/22/2020	08/31/2020**	AN 49.830	9.160	AO 11.940	AP -	1.580	AO 1.270	8.0	73.780	97.770	AU 97.770	AV 120.140	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# LANDSCAPE/IRRIGATION FITTER	8/22/2019	08/31/2020**	W 34.400	9.160	AO 12.250	AP -	1.640	AO 1.070	AR 8.0	58.520	75.720	75.720	91.570	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# LANDSCAPE/IRRIGATION TRADESMAN	8/22/2019	08/31/2020**	W 14.940	3.000	AO 1.130	-	0.100	AO 0.870	AR 8.0	20.040	27.510	27.510	34.980	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2020	03/31/2020**	39.830	10.230	AK 13.560	-	0.520	0.250	8.0	64.390	84.310	84.310	104.220	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# ROOFER	8/22/2019	07/31/2020*	AY 39.520	8.560	AZ 8.370	BA -	0.510	BB 0.630	8.0	57.590	D 75.470	D 75.470	93.360	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# PITCH WORK	8/22/2019	07/31/2020*	AY 41.270	8.560	AZ 8.370	BA -	0.510	BB 0.630	8.0	59.340	D 78.100	D 78.100	96.860	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# PREPARER	8/22/2019	07/31/2020*	AY 40.520	8.560	AZ 8.370	BA -	0.510	BB 0.630	8.0	58.590	D 76.970	D 76.970	95.360	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# SHEET METAL WORKER	8/22/2019	06/30/2020*	O 45.780	10.870	BC 17.290	-	0.820	0.650	8.0	75.410	BD 98.300	BD 98.300	121.190	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# TERRAZZO FINISHER	2/22/2020	08/31/2020**	G 32.410	9.250	3.910	BE -	0.860	0.260	AR 8.0	46.490	X 62.690	BF 62.690	Z 78.900	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# TERRAZZO WORKER	2/22/2020	08/31/2020**	G 40.100	9.250	4.090	BE -	0.980	0.260	AR 8.0	54.680	X 74.730	BF 74.730	Z 94.780	HOLIDAYS	SCOPE	TRAVEL	INCREASE		
# TILE FINISHER	8/22/2019	05/31/2020*	W 28.230	9.250	2.560	-	0.840	0.310	8.0	41.190	X 55.310	Y 55.310	Z 69.420	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
# TILE LAYER	8/22/2019	05/31/2020*	W 40.070	9.250	8.090	-	1.020	0.370	8.0	58.800	X 78.830	Y 78.830	Z 98.870	HOLIDAYS	SCOPE	TRAVEL	NO INCREASE		
FOOTNOTES																			

Exhibit C – Payment Terms

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN

	GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
	LOCALITY: RIVERSIDE COUNTY DETERMINATION: RIV-2020-1
*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP .
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
B	INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
C	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
D	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
E	THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
F	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
G	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
H	RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THOUGH FRIDAY).
I	A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
J	RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
K	RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
L	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
M	INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
N	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
O	INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
P	IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENTCOOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENTCOOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
Q	RATE APPLIES TO THE FIRST 3 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
R	DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
S	INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
T	INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
U	INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
V	RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
W	INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
X	RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
Y	RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
Z	RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.

Exhibit C – Payment Terms

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN

AA	AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
AB	DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AC	ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
AD	RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
AE	RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
AF	RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
AG	INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
AH	SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
AI	RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AJ	THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
AK	INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
AL	ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
AM	RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
AN	INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
AO	INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
AP	AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
AQ	INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
AR	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
AS	PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
AT	INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AU	SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
AV	DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
AW	TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
AX	INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
AY	INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
AZ	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
BA	INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
BB	INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
BC	PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
BD	RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
BE	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
BF	RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
	RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM . HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
	TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM . TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
	RIV-2020-1-Determination

Exhibit C – Payment Terms

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN

EXHIBIT D - TERM OF CONTRACT

BACKFLOW TESTING, REPAIR AND REPLACEMENT SERVICES

TERM OF CONTRACT


- A. Following approval by all parties, the Contract will expire June 30, 2025 unless terminated sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City’s intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

The following check list, and associated documentation, must be completed, signed, and included with your submission for the BID to be considered responsive.

ER Black Plumbing
Company Name (Please print)


Authorized Signature

DAVID ROSS
Name of RFP Preparer

909-653-7970
Preparer's Phone Number

ERBLACKPLUMBING.INC@GMAIL.COM
Preparer's Email Address

SCHEDULE I – GENERAL INFORMATION – fillable form, print, and include with submission

- Vendor Information
- References
- List of Subcontractors

SCHEDULE II – BID SCHEDULES

- Bid Import Schedules – form in PlanetBids

SCHEDULE III – FORMS – print, complete, and include with submission

- Proposal Affirmation
- Non-Collusion Affidavit
- Certificate of Non-Discrimination
- Affirmation of Proposal Guarantee
- Bid Bond

EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE I – GENERAL INFORMATION

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

VENDOR INFORMATION

A. Company Name: ER BLOCK PLUMBING INC

TYPE

- Sole proprietor
- Partnership
- Corporation

B. Company Physical Address

(Street) 10910 MOLE AVE

(City, State, Zip) RIVERSIDE CA 92505

C. Company Mailing Address

(Street) 10910 MOLE AVE

(City, State, Zip) RIVERSIDE CA 92505

D. Business Phone Number 951-687-4011

E. Satellite Office Address (if applicable):

N/A

F. Satellite Office Phone Number NA

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: 675567 C-36

2. Number of Years Operating Under the Above License Name Style: 25

3. License Expiration Date: 8-31-2021

4. Current License Status: Active

5. Prior actions against this License? Yes No

6. If Yes, list the citation type and how it was resolved:

H. Company's Federal Identification No.: 95-3138160

I. Name and Title(s) of Company Officers:

DAVID ROSS PRESIDENT

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

J. Department of Industrial Relations Registration No.: 100000 2814

K. Number of years the company has performed backflow testing, repair, and replacement services: 30 yrs

L. Number of years the company has performed backflow testing, repair, and replacement services for public agencies: 30 yrs

M. Current Backflow Testing, Repair, and Replacement Services

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of backflow, testing, repair, and maintenance contracts: 10

Percentage of total contracts with public agencies: 80%

Total dollar value of backflow testing, repair, and replacement contracts: 250,000

N. Number of employees committed to backflow testing, repair, and replacement services

Supervisors	Average wage scale	\$ _____
Technicians	Average wage scale	\$ <u>88.52</u> /Hr.*
Foremen	Average wage scale	\$ _____/Hr.*
Laborers	Average wage scale	\$ _____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).

This is a prevailing wage project.

O. Type/number of vehicles and power equipment committed to backflow testing, repair, and replacement services

Motor vehicles

Type transit vans Number 3

Type F150 truck Number 1

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Power Equipment

Type _____ Number _____

Type _____ Number _____

Type N/A Number _____

Type _____ Number _____

Type _____ Number _____

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

REFERENCES

List a minimum of three (3) references for public agency backflow testing, repair, and replacement contracts that are either current and/or have been successfully completed within the last two (2) years.

The following questions will be asked of each reference agency:

1. List the number of agreements and years under agreement.
2. Explain the scope of the agreement(s), acreage amounts, and location(s).
3. Identify the agreement amount(s).
4. Describe the quantity and quality of staffing.
5. Describe the training/technical skills (i.e., irrigation/pest control/ equipment operation/safety).
6. Explain the communication abilities and language preferences of staff.
7. Describe staff appearance, uniforms, and use of safety equipment.
8. Explain the availability of additional personnel for extra work/special projects.
9. Explain the working order of equipment used.
10. Describe the effectiveness of communications system.
11. Explain the contractor's knowledge of project and contract standards.
12. Describe the contractor's ability to respond to complaints/requests in a timely fashion.
13. Identify if the contractor is willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds).
14. Explain the accuracy and timeliness of billing and invoicing.
15. Identify if contract(s) had been successfully completed to term.
16. Would you accept future proposals/bids from this Proposer?

Reference #1	
Public Agency Name	Riverside Superior Courts
Agency Address	P.O Box 1547 Riverside, CA 92502
Agency Contact Responsible for administering contract	Herb A. Coe
Contact telephone	951-217-3444
Agreement Name(s)	Backflow Testing
Annual Agreement Amount(s)	Not to exceed 69,000 per year.
Number of acres maintained per contract	75 test per year
Location(s) of areas maintained.	Riverside County Courts
Length of Contract(s)/expiration date	3 Year Contract.

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

Reference #2	
Public Agency Name	Alford Unified School District
Agency Address	10365 Keller Ave Riverside, CA 92505
Agency Contact Responsible for administering contract	CYNTHIA MUNOZ
Contact telephone	951-509-5095
Agreement Name(s)	BACKFLOW TESTING
Annual Agreement Amount(s)	1 YEAR CONTRACTS, 20,000 PER YEAR.
	130 TESTS PER YEAR
	VARIOUS SCHOOLS IN RIVERSIDE CA
Length of Contract(s)/expiration date	1 YEAR CONTRACTS, 35 YEARS

Reference #3	
Public Agency Name	Redlands Unified School District
Agency Address	20 West Uplonia Ave Redlands CA
Agency Contact Responsible for administering contract	JOE WILLIAMSON
Contact telephone	909-725-8870
Agreement Name(s)	BACKFLOW TESTING
Annual Agreement Amount(s)	1 YEAR CONTRACTS
	100 TEST PER YEAR
	VARIOUS SCHOOLS IN REDLANDS
Length of Contract(s)/expiration date	1 YEAR CONTRACTS, 3 YEARS

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

LIST OF SUBCONTRACTORS

In compliance with the provisions of Government Code, Section 4102, the undersigned Contractor sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total Proposal, and the portion of the work which will be done by each subcontractor, as follows.

In compliance with Labor Code 1771.1(a), please include any subcontractor's DIR registration number.

Name, current DIR No., License and Classification No.	Business Address and Telephone	Description of Work
<i>None</i>		

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

**EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE III – FORMS**


Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Submittal Documents), I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and ER BLOCK PLUMBING, and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
- I have legal authority to bind ER BLOCK PLUMBING to the terms of this affirmation (See "NOTICE AND INSTRUCTIONS", Section D – Signature of Contract Proposal).

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE 

PRINTED NAME DAVID ROSS

TITLE President

COMPANY NAME ER BLOCK PLUMBING INC

DATE 7-7-2020

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF plumase)§

(NAME) DAVID ROSS
affiant

being first duly sworn, deposes and says:

That he or she president of
(Sole Owner, Partner or other proper title)
ER Block Plumbing
(Contractor)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, Contractor, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Agreement of anyone interested in the proposed Agreement; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, Contractor association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid (Public Contract Code Section 7106).

Bidder's Name ER Block Plumbing inc
Bidder's Address 10910 Wallace Ave Riverside, CA 92505
Telephone Number 951-687-4011

[Signature]
Signature of Bidder

president
Title

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On July 7 2020 before me, J. Tomas, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
_____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.


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

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE 

PRINTED NAME David Ross

TITLE President

COMPANY NAME ER Black Plumbing inc

DATE 7-7-2020

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

Affirmation of Proposal Guarantee

The undersigned also affirms that:

Accompanying this Proposal is a cashier's check, a certified check, or a Bid Bond for 602.50, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this Proposal is accepted, the undersigned shall fail to execute the Agreement and furnish satisfactory bonds under the conditions and within the time specified in this Proposal, otherwise said cash, cashier's check, certified check or Bid Bond is to be returned to the undersigned.

Dated	<u>7-7-2020</u>
Contractor Signature	<u>David Ross</u>
By	<u>DAVID ROSS</u>
Contractor Address	<u>10910 Hole Ave</u>
Contractor Telephone Number	<u>925.250.1234</u>
Names and Addresses of Members of the Contractor: (If a Corporation)	<u>DAVID ROSS 10910 Hole Ave</u>

Signature of Contractor	<u>David Ross</u>
By	<u>DAVID ROSS</u>
Title	<u>President</u>
Business Address	<u>10910 Hole Ave, Riverside CA</u>
Incorporated Under Laws of the State of	<u>CALIFORNIA</u>
State License Number and Classification	<u>675567- C-36</u>

President	<u>David Ross</u>
Secretary	<u>David Ross</u>
Treasurer	<u>David Ross</u>

(Corporate Seal)



Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

Philadelphia
Indemnity
Insurance
Company

BID BOND

E.R. Block
Plumbing Inc.

KNOW ALL MEN BY THESE PRESENTS, that we as principals, and _____, a duly authorized corporate surety: Business Address
251 S. Lake Ave., Suite 360, Pasadena, CA 91101

Phone (626) 639-1321 _____, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, as Surety, in the sum of _____ Ten percent of amount bid _____ Dollars, (\$ 10% _____), for payment of which sum well and truly to be made, we bind ourselves, and each of our heirs, successors, executors, administrators and assignees, jointly, and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal(s) (is) (are) about to hand in and submit to the City Council and the City Council in its capacity as the Board of Directors of the Moreno Valley Community Services District, a Proposal for
Backflow Testing

_____ for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council and the City Council in its capacity as the Board of Directors contained in the Notice Requesting Proposals attached to said Proposal.

NOW, THEREFORE, if the said bond or Proposal of the said principal shall be accepted, and said work be awarded to said principal thereupon by said City Council and/or City Council in Its Capacity as the Board of Directors, and if the said principal shall fail or neglect to enter into a Agreement therefore within the required time, then in that case the undersigned obligors will pay to the City of Moreno Valley and/or the Moreno Valley Community Services District the full sum of _____ Ten percent of amount bid _____ Dollars, (\$ 10% _____), as liquidated damages for such failure and neglect.

WITNESS our hands this 8th day of July, 2020

(SIGNATURE PAGE FOLLOWS)

Bid Bond (cont.)

PRINCIPAL

Name: E.R. Block Plumbing Inc.

Address 10910 Hole Avenue
Riverside, CA 92505

Phone Number: 951-687-4011

By:

CORPORATE SURETY

Name: Philadelphia Indemnity
Insurance Company

Address: 251 S. Lake Ave., Suite 360
Pasadena, CA 91101

Phone Number: 626-639-1321

By: 
Christina Mountz, Attorney-in-Fact

Signing Instructions

- The Bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The Bond shall include attached Notary Certificates for the Attorney-in-Fact and the Principal.
- The Bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The Bond shall include the address at which the Principal and Surety may be served with notices, papers and other documents (CCP 995.320 (a) (2)).

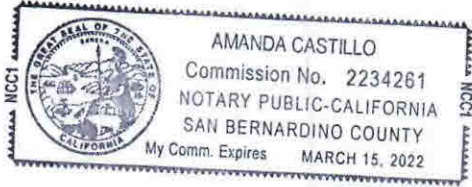
If any of the above items are omitted, the Proposal will be considered non-responsive and will be rejected.

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

State of California)
County of San Bernardino) ss.

On July 8, 2020 before me, Amanda Castillo, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Amanda Castillo
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE No 07927
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

of Bala Cynwyd, Pennsylvania, organized under the
laws of Pennsylvania, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,
Liability, Boiler and Machinery, Burglary,
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th
day of October, 2004, I have hereunto
set my hand and caused my official seal to be affixed this
14th day of October, 2004



John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Melissa Schwartz and Christina Mountz of Alliant Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

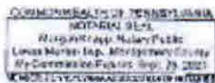
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Krupp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

JUL 08 2020

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 _____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attachment: Agreement for Backflow Testing and Repair Services [Revision 1] (4111 : AWARD OF AN INDEPENDENT CONTRACTOR



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: APPROVAL OF THE ADDITION OF MOBILE HOTSPOTS TO THE LIBRARY'S COLLECTION AVAILABLE FOR RESIDENTS TO CHECKOUT

RECOMMENDED ACTION

Recommendation:

1. Approve a budget adjustment to the Library Operations Fund in the amount of \$33,012 to cover the purchase of additional mobile hotspots for distribution through the Moreno Valley Public Library system.

SUMMARY

To provide Internet access to more residents, the City has tripled its current supply of mobile hotspots that are available for checkout through the Moreno Valley Public Library system. The Library Operating fund is primarily funded by property tax revenues that are dedicated to the Library.

DISCUSSION

Access to broadband communications is extremely important for everyday functions in today's society. Broadband Internet connectivity is necessary to search for employment, apply for jobs, locate assistance when unemployed, research and complete homework assignments, order necessities, and thousands of other common activities. Communities lacking adequate and equitable Internet connectivity are said to have a "Digital Divide" between residents with Internet access and residents that do not have access. The City of Moreno Valley desires to bridge the Digital Divide for its residents so that all residents can participate equally in society.

In 2018, the Moreno Valley Public Library system began adding mobile hotspots to the Library's collection that is available for residents to checkout. The Library's current 54

hotspots allow residents to obtain unlimited Internet connectivity via a cellular network. Each hotspot provides 4G (fourth Generation) LTE (Long-Term Evolution) bandwidth and allows up to eight devices to connect and share the Internet connection.

From this program’s inception, all hotspots have been checked out and there is a waiting list to checkout returned hotspots. Currently, 14 residents are waiting for a hotspot to be returned. Library residents with accounts in good standing (<\$5.00 owed) can borrow a hotspot for 30 days. Residents receive the hotspot with printed instructions for use, plus a charging cable. Each hotspot may be renewed up to 3 times if there are no outstanding hold requests; however, there are always hold requests. Residents may place hold requests for hotspots via the online catalog or by calling the Library.

The City had the opportunity to invest in tripling its inventory of hotspots. To further bridge the Digital Divide, the City purchased enough hotspots to have 150 in total. Staff is seeking the City Council’s ratification of this purchase and the adjustment in the Library Operations budget so that restricted library revenues can be spent providing residents with Internet connectivity.

ALTERNATIVES

1. Approve the purchase and the budget adjustment to the Library Operating Fund in the amount of \$33,012. *Staff recommends this action to continue closing the Digital Divide and provide broadband Internet access to more residents.*
2. Do not approve the budget adjustment. *Staff does not recommend this action because it may result in unplanned Library service reductions in other areas to cover the cost of the hotspots.*

FISCAL IMPACT

This initiative is funded by the Library Operations fund. This fund is dedicated to the Moreno Valley Public Library system and includes property tax funds that are restricted to Library use only.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Library Operations	Library	5010-30-56-18510-620410	Exp	\$3,000	\$33,012	\$36,012

PREPARATION OF STAFF REPORT

Prepared By:
 Steve Hargis
 Strategic Initiatives Manager
 Treasurer

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

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/21/20 8:19 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:20 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:23 AM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager
Steve Quintanilla, Interim City Attorney

AGENDA DATE: September 1, 2020

TITLE: COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY MEASURES AND APPROVING TEMPORARY OUTDOOR BUSINESS PERMIT PROCEDURES (RESO. NOS. 2020-__ - __)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. That the City Council adopt a Resolution Extending the Local State of Emergency and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic; and
2. Adopt a Resolution for an emergency order temporarily allowing businesses to conduct outdoor operations pursuant to State and County regulations.

SUMMARY

The Disaster Council recommends that the City Council adopt a Resolution Extending the Local State of Emergency and a Resolution Approving Temporary Outdoor Commercial Permit Procedures and Certain Emergency Measures related to the Local, State and National State/Declarations of Emergency related to the COVID-19 Pandemic.

DISCUSSION

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene. The Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. The Disaster Council's purpose is to develop and recommend for

adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to implement the aforementioned.

Since the commencement of the Local State of Emergency, the City Council adopted via various resolutions and/or orders (“emergency measures”) related to the following:

- Declaring the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Approving the Pandemic Influenza Preparedness Plan;
- Ratifying, Adopting and Approving the Amended Closure Plan Regarding its Termination Date;
- Extending the Existence of a Local State of Emergency due to the COVID-19 Pandemic
- Directing the City Disaster Council and/or City Manager/Emergency Services Director to Seek, apply for and accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor’s Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Temporarily Waiving the City Manager’s/Emergency Services Director’s Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City’s Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council; and
- Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19.
- Granting provisions for expanded restaurant outdoor seating and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures.
- Declaration of fiscal emergency.

It is important to note that all the emergency measures are temporary. Each were set to terminate at such time that the Governor's State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council. Notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the emergency measures in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given emergency measure.

Notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant.

RESOLUTION EXTENDING LOCAL EMERGENCY AND EMERGENCY MEASURES

In light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolutions that:

1. Extends the Existence of a Local State of Emergency due to the COVID-19 Pandemic
2. Extends the Direction to the City Disaster Council and/or City Manager/Emergency Services Director to Seek, apply for and accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
3. Extends the Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
4. Extends the Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
5. Extends the Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
6. Extends the Authorization of the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for Those Purposes, Without Giving Notice for Bids to Let Contracts;

7. Extending the Grant of Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the Disaster Council, City Manager/Emergency Services Director and/or City Council; and
8. Extends the Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19
9. Extends the provisions for expanded restaurant outdoor seating and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures.
10. Ratifies the provisions for the Temporary Outdoor Business operations and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing businesses within the City to conduct outdoor use on private property in order to implement social distancing measures.
11. Continuing the declaration of fiscal emergency.

Upon adoption of the attached Resolution, all of the above emergency measures will remain in full force and effect until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant.

Extending the Existence of a Local Emergency due to the COVID-19 Pandemic

Under a prior order of the City Council, the City Manager/Emergency Services Director was directed to provide an update to the City Council on or before 60 days following the July 7, 2020 extension on the current conditions and whether the Local State of Emergency needs to remain in effect.

The Disaster Council has determined there remains a need to continue (extend) the City Council's proclamation of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which (although has subsided) continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor's Office, the California Department of Public Health and the Centers of Disease Control and Prevention and the World Health Organization

Pandemic Influenza Preparedness Plan

The Pandemic Influenza Preparedness Plan which was prepared under the direction and oversight of the Disaster Council, serves as the City's "Emergency Operations Plan." Pursuant to the Municipal Code, the Disaster Council is responsible for the development and maintenance of the City's Emergency Operations Plan, which must provide for the effective mobilization of all of the resources of the City, both public and private, to meet any conditions which may arise during the Local State of Emergency. It

also provides for the organization, powers and duties and services of certain City employees, who all became “Disaster Workers” upon the adoption the Declaration of the Local State of Emergency. As Disaster Workers, some City employees may be assigned duties outside the scope of their regular job duties. The Plan also addresses issues such as telecommuting and financial tracking of emergency expenditures for purposes of qualifying for emergency assistance from Governor’s Operations of Emergency Services and/or FEMA.

Closure Plan

Under the direction and oversight of the Disaster Council, a “Closure Plan” was developed which identifies which City facilities would either be closed during certain times and on certain days. The Closure Plan also identifies any adjustment in the hours of operation related to provide certain services to the public, such as those provided through the City’s Libraries, Parks & Community Services, Employment Resource Center, Animal Services, etc.

Waiving Limitation on City Manager’s Purchasing Authority

Currently, the City Manager/Emergency Services Director has the discretion to purchase and procure certain materials, equipment, supplies and services, provided that no single transaction exceeds \$50,000 or \$75,000 for public works contracts. This emergency measure waives these dollar limitations only for those purchases and procurement of materials, equipment, supplies and services which are related to mitigating or preventing the spread and transmission of COVID-19. This emergency measure also ratified any and all purchases of equipment, supplies and other materials in response to the arrival of 195 individuals who may have been exposed to COVID-19 at March Air Reserve Base on or about January 29, 2020, and who were subjected to a mandatory 14-Day federal COVID-19 quarantine at the Base.

Suspending Purchasing Procedures

This emergency measure authorizes the City Manager/Emergency Services Director to suspend the purchasing procedures set forth in Chapter 3.12 “Purchasing” of the Municipal Code to procure the necessary equipment, services, and supplies in order to respond immediately and effectively to the COVID-19 Virus Pandemic Emergency. Suspension of the purchasing procedures essentially authorizes the City Manager/Emergency Services Director to approve the direct purchase of any supplies, materials, equipment or contractual services where immediate procurement is essential to prevent delays which may otherwise hinder the City’s efforts to implement programs and provide services intended to prevent or mitigate the risk of spreading and transmitting COVID-19. This also allow the City Manager/Emergency Services Director to suspend any requirements for preparing and publishing “Notices Inviting Bids,” soliciting prospective vendors and consultants via “Requests for Proposals” (RFPs) or “Request for Quotes,” awarding a contract or purchase to the “Lowest Responsible Bidder,” requiring “Bidder’s Security,” and implementing “Protest Procedures.”

Suspending Public Contract Bidding Requirements

This emergency measure allows for a temporary suspension of the competitive bidding process associated with public works contracts. Under the State's Public Contract Code, such a temporary suspension is permitted during a State of Emergency. Basically, this authorizes the City Manager/Emergency Services Director to cause the repair or replacement of any public facility directly related to the COVID-19 Virus Pandemic Emergency, which requires immediate action without having to give notice for bids to let contracts as otherwise required under the Public Contract Code.

Obtaining Vital Supplies, Equipment and Property

This emergency measure authorizes the City Manager/Emergency Services Director or designee, for the duration of the Local State Emergency, to obtain vital supplies, equipment and property identified as lacking and necessary for the protection of life and property and to bind the City for the fair value thereof.

Application & Acceptance of State & Federal Emergency Aid

FEMA has announced that certain emergency protective measures taken by cities to respond to the COVID-19 emergency may be eligible for reimbursement. In addition, there may also be some emergency funding made available by the Health and Human Services or the Centers for Disease Control and Prevention for certain emergency protective measures, the City may implement. Such funding may be made available for costs associated with management, control and reduction of immediate threats to public health and safety, such as Emergency Operation Center costs, training specific to the declared event and disinfection of eligible public facilities, medical facility services and supplies, temporary medical facilities and/or enhanced medical/hospital capacity, use of specialized medical equipment, medical waste disposal, emergency medical transport, medical sheltering, etc. Moreover, it is expected that under the California Disaster Assistance Act, the State may be providing financial assistance for the following local costs such as, but not limited to, personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities; matching fund assistance for cost sharing required under federal disaster assistance programs; and indirect administrative costs and any other assistance deemed necessary by the Director of the Office of Emergency Services.

Moratorium on Late Fees Related to the Nonpayment of Rent

This emergency measure prevents a landlord from evicting a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. In addition, a landlord may not charge or collect any interest or any late fee for rent that is delayed due to the nonpayment of rent caused by the COVID-19 pandemic. This shall not, however, relieve a tenant of liability for the unpaid rent, and no other legal remedies available to the landlord are affected by this emergency measure. This emergency measure also does not prevent a landlord from evicting a tenant who failed to pay rent when due prior to the Governor's Proclamation

of a State of Emergency on March 4th, 2020 or for any other lease violation not related or caused by the COVID-19 pandemic.

Granting Qualified Immunity to Medical Professionals and Veterinarians

This emergency measure authorizes the City Manager/Emergency Services Director, for the duration of the Local State of Emergency, to request, expressly or impliedly, the services of any veterinarian or registered veterinary technician for purposes related to the Local State of Emergency. This applies to the services provided by any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist for purposes related to the COVID-19. Pursuant to the California Emergency Services Act, any physician or surgeon (whether licensed in California or any other state), hospital, pharmacist, respiratory care practitioner, nurse, or dentist who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council shall have no liability for any injury sustained by any person by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

This emergency measure also applies to any veterinarian or registered veterinary technician who renders services during the Local State of Emergency at the express or implied request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council. They too shall have no liability for any injury sustained by any animal by reason of those services, regardless of how or under what circumstances or by what cause those injuries are sustained; provided, however, that the immunity herein granted shall not apply in the event of a willful act or omission.

Providing For Expanded Restaurant Outdoor Seating

This Resolution authorizes the City Manager or designee to set forth a streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures. In association with this plan to facilitate operations for existing City restaurant businesses, staff is developing a checklist that will be provided to applicants for ease of understanding the associated requirements. An over-the-counter approval process will also be available.

Providing For Temporary Outdoor Business Operations

This Resolution ratifies the City Manager's actions on July 22, 2020, to set forth a streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing businesses to conduct outdoor operations within the City on private property in order to implement social distancing measures and in accordance with applicable State guidelines. In association with this plan to facilitate operations for existing City businesses, staff developed a checklist that provides applicants for ease of

understanding the associated requirements. An over-the-counter approval process is also available.

Continuing the Declaring Fiscal Emergency

It is difficult to predict with certainty the ultimate reduction in General Fund revenues caused by the COVID-19 Pandemic but the impact will be significant. Although the City has taken immediate actions to balance the budget for the best case scenario of a \$9.9 million shortfall in FY 2020/21, due to the ongoing impacts of the Governor's Executive Orders and the potential for additional State takeaways from local government in future State budget revisions or other actions, along with no financial support from either the State or the Federal Government, this situation may continue to create a severe economic crisis.

Staff is recommending that the City Council by unanimous vote adopt the proposed continuing Resolution Declaring a Fiscal Emergency as a result of COVID-19. This will provide, in part, for the City Manager/Emergency Services Director to investigate and recommend further actions to mitigate the fiscal impact to the City's 2019/20 and 2020/21 Fiscal Year Budgets, including such measures relating to personnel costs, operations, reduction in service levels, or other measures deemed necessary and reasonable to minimize the accelerated and significant reduction to the General Fund budget and reserves.

The recommendation to adopt a Fiscal Emergency is not made lightly; the City's immediate and significant loss of revenue due to COVID-19 is unprecedented and represents a sudden change of circumstances beyond the City's control and will ultimately draw down its General Fund reserves beyond a recommended level. Unlike the Great Recession of 2008-2011, where the City had an opportunity to implement cost saving measures over a longer period of time, the COVID-19 Local State of Emergency is immediate, severe and potentially extending through the next few fiscal years.

By rescinding the County Public Health Officer's COVID-19 orders, the County of Riverside now aligns itself with the Governor's Executive Orders as they now exist or may be issued or amended in the future. The Governor's Office has laid out a four-stage plan to reopen retail businesses, restaurants, schools and entertainment events. During Phase One, hospitalization rates for COVID-19 have declined, which has allowed the State to move into Phase Two, allowing some retail stores and restaurants and other businesses to reopen. Phase 3 will likely see the reopening of fitness clubs, spas, nail salons, hair salons and barbershops that require much more personal contact.

The State is in Phase Two, where retail, related logistics and manufacturing, office workplaces, limited personal services, outdoor museums, child care, and essential businesses and restaurants can operate with modifications. Staff recognizes the significant and severe impact of the economic hardship that the COVID-19 pandemic has wrought on residents and local businesses, and recognizes the importance of getting the local economy going once again and putting paychecks in people's pockets,

while at same time understanding that the risk of COVID-19 infection is still real for all Californians and continues to be fatal. However, staff believes that the local economy can be reinvigorated by allowing restaurants and other State authorized businesses to include outdoor dining and business opportunities, provided that they comply with all applicable State and Riverside County Public Health Department rules, regulations and guidance.

ALTERNATIVES

1. Adopt the recommended Resolutions. This would allow the City Manager/Emergency Services Director to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19.
2. Modify the contents of any of the Resolutions.
3. Reject the recommended Resolutions, which would impact the City's ability to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City's emergency efforts to abate or mitigate the spread and transmission of COVID-19 in a timely manner.

FISCAL IMPACT

See above discussion regarding Resolution Declaring Fiscal Emergency.

PREPARATION OF STAFF REPORT

Prepared By:
Marshall Eyerman
Assistant City Manager/Chief Financial Officer

Department Head Approval:
Mike Lee
Interim City Manager

Concurred By:
Steve Quintanilla
Interim City Attorney

CITY COUNCIL GOALS

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

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

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. Resolution Extending Local Emergency and COVID-19 Emergency Measures
- 2. Resolution Approving Outdoor Business Activity

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/26/20 8:32 AM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:30 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:36 AM

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
EXTENDING THE LOCAL STATE OF EMERGENCY AND CERTAIN EMERGENCY
MEASURES RELATED TO THE LOCAL, STATE AND NATIONAL STATE/DECLARATIONS
OF EMERGENCY RELATED TO THE COVID-19 PANDEMIC
AND EXTENDING THE DECLARATION OF A FISCAL EMERGENCY**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, by recommending placing restrictions on gatherings of people and minimum social distancing of six feet; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence ("Shelter in Place") except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future; and

WHEREAS, on March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene; and

WHEREAS, the Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief; and

WHEREAS, the Disaster Council’s purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to implement the aforementioned; and

WHEREAS, since the commencement of the Local State of Emergency, the City Council adopted via various temporary emergency measures related to the Local State of Emergency; and

WHEREAS, each of the temporary emergency measures were set to terminate at such time that the Governor’s State of Emergency is terminated by a subsequent proclamation of the Governor or a concurrent resolution of the State Legislature, unless the emergency measures are terminated earlier by the City Council, but notwithstanding the foregoing, and in order to prevent inconsistencies, the Disaster Council or the City Council may suspend the effectiveness of any of the emergency measures in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes any given emergency measure; and

WHEREAS, notwithstanding the above, under the California Emergency Services Act, the City Council must review the need for continuing the existence of the Local State of Emergency at least once every 60 days until the City Council terminates the Local State of Emergency. Pursuant to the California Emergency Services Act, the City Council must terminate the Local State of Emergency at the earliest possible day that the conditions warrant; and

WHEREAS, under a prior order of the City Council, the City Manager/Emergency Services Director was directed to provide an update to the City Council on or before June 6, 2020 on the current conditions and whether the Local State of Emergency needs to remain in effect; and

WHEREAS, the Disaster Council has determined there remains a need to continue (extend) the City Council’s proclamation of the existence of a Local State of Emergency due to the COVID-19 Virus Pandemic, which (although has subsided) continues to endanger the health and welfare of the residents and visitors of the City of Moreno Valley, as reflected in the guidance and related findings published by Riverside County Public Health Officer, the Governor’s Office, the California Department of Public Health and the Centers of Disease Control and Prevention and the World Health Organization; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-41 extended the following emergency measures, as described in their respective adopting resolutions, until such time that the Governor’s State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant:

- a. The Existence of a Local State of Emergency due to the COVID-19 Pandemic

Attachment: Resolution Extending Local Emergency and COVID-19 Emergency Measures [Revision 1] (4132 : COVID-19 PANDEMIC

- b. Direction to the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply For and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- c. Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- d. Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- e. Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- f. Authorization of the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for Those Purposes, Without Giving Notice for Bids to Let Contracts;
- g. Grant of Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the Disaster Council, City Manager/Emergency Services Director and/or City Council; and
- h. Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-42, an emergency measure authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

WHEREAS, on June 2, 2020, at a duly noticed regular meeting of the City Council, the City Council adopted Resolution No. 2020-43, unanimously determining and declaring the existence of a fiscal emergency within the City of Moreno Valley for the purpose of providing the City with the rights and authorities granted to the City Council, without limitation, under Article XIII C, section 2(b) of the California Constitution and Government Code section 3504.5, to ensure that the City has the resources and opportunities available to it that are necessary to preserve and protect public health, safety and welfare for the benefit of the City's residents, business owners, and visiting public; and

WHEREAS in light of the foregoing, the Disaster Council recommends that the City Council adopt the attached Resolution that extends the existence of a Local State of Emergency due to the COVID-19 Pandemic and extends certain emergency measures, and affirms the need to maintain the state of a fiscal emergency, previously adopted by the City Council pursuant to the findings set forth in the recitals contained and set forth in the resolutions adopting said emergency measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HERBY FINDS, ORDERS AND RESOLVES:

1. **THAT** The following emergency measures shall be extended and remain in full force and effect, as described in their respective adopting resolutions, until such time that the Governor's State of Emergency is lifted either by the Governor or a joint resolution of the State Legislature, unless terminated earlier by the City Council, which pursuant to the California Services Act, the City Council is obligated to terminate at the earliest possible day that the conditions warrant:

- a. The Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- b. Direction to the City Disaster Council and/or City Manager/Emergency Services Director to Seek, Apply For and Accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- c. Authorization of the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- d. Temporary Waiver Granted to the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- e. Authorization of the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of The Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- f. Authorization of the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for Those Purposes, Without Giving Notice for Bids to Let Contracts;
- g. Grant of Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the Disaster Council, City Manager/Emergency Services Director and/or City Council; and
- h. Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19; and
- i. Order authorizing the City Manager/Emergency Director to set forth a streamlined Temporary Use Permit Process and fee waiver to temporarily allow existing restaurants to expand outdoor seating capacity in order to provide social distancing measures during the COVID-19 Pandemic; and

2. **THAT** the economic downturn due to the impact of COVID-19 continues to create an unforeseen situation that poses a threat to the public health, safety and welfare which continues the need for immediate action since there continues to be substantial uncertainty as to whether the City's revenues in the next two years will be sufficient to cover the expenditures necessary to provide a service level consistent with public health and safety demands and expectations of the residents and businesses of the City of Moreno Valley, for the reasons set forth in Resolution No. 2020 - 43; and

3. **THAT** in light of the foregoing and the City's need for additional revenue is immediate and will likely continue for the remainder of this Fiscal Year 2020 and well into Fiscal Year 2021 and the extension of the declaration of fiscal emergency in necessary to ensure the

City has the resources and opportunities necessary to preserve and protect public health, safety and welfare, the City Council also hereby extends the declaration of a fiscal emergency; and

4. **THAT** the City Council has determined that the purpose of adopting and implementing and extending the aforementioned emergency measures, including extending the declaration of fiscal emergency, is to mitigate and/or abate the spread and transmission of COVID-19.; and

5. **THAT** a violation of any of the aforementioned emergency orders by any member of the pubic shall be subject to any and all other remedies, civil, equitable or criminal, afforded to the City under any City, County, State and Federal laws or regulations; and

6. **THAT** any section, subdivision, subsection, sentence, clause, or phrase in this Resolution or its application to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and

7. **THAT** the City Council hereby declares that it would have adopted this Resolution and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid; and

8. **THAT** notwithstanding the foregoing, and in order to prevent inconsistencies, the City Council, Disaster Council or City Manager/Emergency Services Director may suspend the effectiveness of this Resolution in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Resolution.

APPROVED AND ADOPTED this ___th day of September, 2020

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Resolution No. 2020-

Attachment: Resolution Extending Local Emergency and COVID-19 Emergency Measures [Revision 1] (4132 : COVID-19 PANDEMIC

Date Adopted: September __, 2020

Attachment: Resolution Extending Local Emergency and COVID-19 Emergency Measures [Revision 1] (4132 : COVID-19 PANDEMIC

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA ADOPTING AN EMERGENCY
ORDER AUTHORIZING THE CITY MANAGER/EMERGENCY DIRECTOR TO SET
FORTH A STREAMLINED TEMPORARY USE PERMIT PROCESS AND FEE
WAIVER TO TEMPORARILY ALLOW EXISTING BUSINESSES TO CONDUCT
ALLOWABLE OUTDOOR OPERATIONS IN ORDER TO PROVIDE SOCIAL
DISTANCING MEASURES DURING THE COVID-19 VIRUS PANDEMIC**

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus Disease 2019," abbreviated COVID-19, ("COVID-19"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, by recommending limitations on the size of gatherings of people and social distancing; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of gatherings of people and social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing and limiting the size of gatherings of people; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus

Attachment: Resolution Approving Outdoor Business Activity [Revision 3] (4132 : COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE

Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 16, 2020, the Riverside County Public Health Officer ordered the prohibition of all gatherings within the jurisdiction of the Public Health Officer of the County of Riverside with an expected presence of at least 10 individuals taking place between March 16, 2020 and April 30, 2020 inclusive, regardless of venue; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence (“Shelter in Place”) except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, effective May 1, 2020, the Riverside County Health Officer and the County Executive Officer as Director of Emergency Services, adopted an amended order that provided as follows: (1) All persons, including Essential Workers shall wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiter, or other fabric face coverings, that all persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons; (2) Face coverings must be worn in public settings, such as: (a) waiting in line to go inside a store; (b) shopping at a store; (c) picking up food at a restaurant; (d) on public transportation (or waiting for it); (e) in a taxi or rideshare vehicle; (f) seeking healthcare; (g) going into facilities allowed to stay open; and (h) working an essential job that interacts with the public; and (3) children 2 years and older should be encouraged to wear a mask when around others closer than 6 feet, and when they do, they must be supervised by an adult; and

WHEREAS, the amended order further provided that face coverings are not required to be worn by people who are at home, in the car alone or with members of their own household, residents with a health condition whose medical doctor has advised against wearing a face covering and can provide documentation, children under the age of 2 years old due to the risk of suffocation or persons who are outdoors, walking, hiking, bicycling or running, provided that they comply with social distancing during these activities, including maintaining at least 6 feet of distance from other people; and

WHEREAS, the amended order also provided that businesses must: (a) require their employees, contractors, owners, and volunteers to wear a face covering at the workplace and when performing work off-site; (b) inform customers about the need to wear a face covering, including posting signs and advising those in line or in the store; (c) take reasonable steps to keep people who are not wearing a face covering from entering their business, and (d) refuse service to anyone not wearing a face covering; and

WHEREAS, on May 9, 2020, the Riverside County Public Health Officer ordered the rescission of the following amended health orders: (1) the April 2, 2020 amended

order related to short term lodging facilities; (2) the April 29, 2020 amended order placing restrictions on golf courses; and (3) the April 29, 2020 amended order, which took effect May 1, 2020, requiring amongst other things the use of face coverings and practice of social distancing; and

WHEREAS, by rescinding its health orders, the County of Riverside now aligns itself with the Governor’s Executive Orders as they now exist or may be issued or amended in the future; and

WHEREAS, the Governor’s Office has laid out a four-stage plan to reopen retail businesses, restaurants, schools and entertainment events; and

WHEREAS, during Phase One, hospitalization rates for COVID-19 have declined, which has allowed the State to move into Phase Two, allowing some retail stores and restaurants and other businesses to reopen; and

WHEREAS, the State is in Phase 2, where retail, related logistics and manufacturing, office workplaces, limited personal services, outdoor museums, child care, and essential businesses and restaurants can operate with modifications; and

WHEREAS, the California Department of Public Health issued *COVID-19 Industry Guidance: Expanded Personal Care Services Provided Outdoors* and *COVID-19 Industry Guidance: Hair Salon and Barbershop Services Provided Outdoors*; and

WHEREAS, the City Council recognizes the significant and severe impact of the economic hardship that the COVID-19 pandemic has wrought on residents and local businesses; and

WHEREAS, although the City Council recognizes the importance of getting the local economy going once again and putting paychecks in people’s pockets, it is understood that the risk of COVID-19 infection is still real for all Californians; and

WHEREAS, the City Council hopes to reinvigorate the local economy by allowing existing restaurants to not only provide in-door dining, but also to expand their services to include outdoor dining opportunities, provided that they comply with all applicable Riverside County Public Health Department rules, regulations and guidance; and

WHEREAS, on July 22, 2020, the City Manager initiated a Temporary Outdoor Business permit to address the immediate needs of local businesses, to include the waiving of permit fees

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY FINDS AND ORDERS:

Attachment: Resolution Approving Outdoor Business Activity [Revision 3] (4132 : COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE

1. **THAT** the actions of the City Manager to approve the Temporary Outdoor Business permit process, subject to a streamlined “over the counter” review process, with said permits allowing usage of existing required off-street parking for operations and temporary signage to identify the same, subject to obtaining property owner’s consent, in order to enable social distancing methods as required by the COVID-19 Virus Pandemic Emergency and for the duration of the local emergency are hereby ratified; and
2. **THAT** the City Manager’s actions to allow the waiving of fees for said permits as set forth herein for the duration of the local emergency are hereby ratified; and
3. **THAT** this Order shall become effective immediately and shall remain in effect unless terminated earlier by the City Disaster Council or City Council; and
4. **THAT** the City Council hereby declares that it would have adopted this Order and each section, subdivision, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subdivisions, subsections, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be held invalid and as such, should any section, subdivision, subsection, sentence, clause, or phrase in this Order, or the application of this Order to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Order, or the application of such provision contained therein to other persons or circumstances, shall not be affected thereby; and
5. **THAT** all the provisions heretofore adopted by the City Disaster Council or the City Council that are in conflict with the provisions of this Order are hereby repealed. However, notwithstanding the foregoing, and in order to prevent inconsistencies, the City Disaster Council or the City Council may suspend the effectiveness of this Order in the event that the President of the United States, the United States Congress, the Governor of the State of California, the California State Legislature or the Public Health Officer of the County of Riverside adopts legislation, a law, a regulation or order that supersedes this Order.

APPROVED AND ADOPTED this 1st day of September, 2020

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Attachment: Resolution Approving Outdoor Business Activity [Revision 3] (4132 : COVID-19 PANDEMIC RESOLUTIONS EXTENDING THE

Resolution No. 2020-
Date Adopted: September 1, 2020



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: COVID-19 PANDEMIC RESPONSE UPDATE

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Receive and ratify such emergency response items set forth within the staff report

SUMMARY/DISCUSSION

On March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene. The Disaster Council consists of the Mayor, City Manager/Director of Emergency Services and the Fire Chief. The Disaster Council's purpose is to develop and recommend for adoption by the City Council emergency plans, mutual aid plans, agreements, ordinances, resolutions and any necessary rules and regulations to address the emergency.

Emergency Resolutions

Since the commencement of the Local State of Emergency, the City Council adopted via various resolutions and/or orders ("emergency measures") related to the following:

- Declaring the Existence of a Local State of Emergency due to the COVID-19 Pandemic;
- Approving the Pandemic Influenza Preparedness Plan;
- Ratifying, Adopting and Approving the Amended Closure Plan Regarding its Termination Date;
- Extending the Existence of a Local State of Emergency due to the COVID-19 Pandemic;

- Directing the City Disaster Council and/or City Manager/Emergency Services Director to seek, apply for and accept any Financial Assistance, Grants, Reimbursements the City is Eligible to Receive Under any State or Federal Programs, Agencies or Offices including but not limited to the Governor's Office of Emergency Services, the United States Department of Health and Human Services; Centers for Disease Control and Prevention and/or the Federal Emergency Management Agency;
- Authorizing the City Manager/Emergency Services Director to Obtain Vital Supplies, Equipment and Property Found Lacking and Needed for the Protection of Life and Property During the Local State of Emergency;
- Temporarily Waiving the City Manager's/Emergency Services Director's Level of Procurement Signature Authority to Mitigate or Prevent the Spread and Transmission of COVID-19;
- Authorizing the City Manager/Emergency Services Director to Suspend the Purchasing Procedures Set Forth in Chapter 3.12 of the Municipal Code Related to the COVID-19 Virus Pandemic Emergency;
- Authorizing the City Manager/Emergency Director to Take any Directly Related and Immediate Action Required by the COVID-19 Virus Pandemic Emergency and Procure the Necessary Public Works Construction Contracts for those Purposes, Without Giving Notice for Bids to Let Contracts;
- Granting Qualified Immunity to Certain Medical Professionals and Veterinarians or Registered Veterinary Technicians Who Render Services During the City's Local State of Emergency at the Express or Implied Request of the City Disaster Council, City Manager/Emergency Services Director and/or City Council;
- Imposing a Moratorium on Late Fees Related to the Nonpayment of Rent Due to Inability to Pay Related to COVID-19;
- Granting provisions for expanded restaurant outdoor seating and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing restaurants within the City to expand outdoor seating capacity on private property in order to implement social distancing measures;
- Declaration of fiscal emergency; and
- Granting provisions for expanded outdoor commercial operations and streamlined Temporary Use Permit (TUP) process and fee waiver to temporarily allow existing commercial operations within the City to expand outdoor capacity on private property in order to implement social distancing measures.

The Coronavirus Aid, Relief, and Economic Recovery Security (CARES) Act Funding and Programs

Through the authorization of the CARES Act, funding was provided directly to Cities to provide emergency relief efforts to key populations. This includes an increased injection of Community Development Block Grant Coronavirus (CDBG-CV) funds and Emergency Solutions Grants (ESG). A list of the City's emergency response efforts is provided below, by sub-program funding source.

Office of Housing and Urban Development Funded Programs for CDBG and ESG (\$1,678,622)

CITY OF MORENO VALLEY – CDBG-CV AND ESG-CV PROGRAM ADMINISTRATION (\$302,581)

The City of Moreno Valley manages the overall CDBG-CV and ESG-CV grant program and reports to the Office of Housing and Urban Development (HUD) on program outcomes. This includes project selection, overseeing of sub recipients, environmental reviews, invoice reviews, special studies, program reporting and monitoring of all awards.

CITY OF MORENO VALLEY PARKS AND COMMUNITY SERVICES DEPARTMENT – MOVAL MEALS (\$375,288)

MoVal Meals distributed 7,136 care packages to the elderly and disabled residents, the most critical segment of Moreno Valley's population for 14 weeks, ending on June 25th. These care packages have helped in supplementing the resident's daily food and grocery supplies during the Governor's COVID-19 Stay- at- Home Order and beyond.

Moreno Valley based companies such as Amazon, Solaris Paper, UNFI, and Proctor and Gamble donated a variety of products to MoVal Meals (on multiple occasions) and many individuals and businesses donated approximately \$38,100 through direct giving and online via a GoFundMe account that was established for the program. Committed help of our faith-based partners assisted in delivering the the care packages.

FAMILY SERVICE ASSOCIATION (FSA) – SENIOR NUTRITION PROGRAM (\$32,000)

Provides a curbside pickup of prepared meals for seniors at the City of Moreno Valley Senior Center. This new model of operation was implemented in response to COVID-19 and the Governor's Stay- at- Home Order.

CITY OF MORENO VALLEY TECHNOLOGY SERVICES DIVISION – EXPAND PUBLIC WIFI NETWORK (\$30,000)

Offers free public Wi-Fi to residents so they may participate in basic societal services. Particularly, in response to COVID-19 unemployment and closed schools, this enables residents to search and apply for jobs, and to participate in school and online teaching programs.

CITY OF MORENO VALLEY ECONOMIC DEVELOPMENT DEPARTMENT – STRIVE MOVAL (\$120,705)

Provides physical access to both tangible and digital resources through the Moreno Valley Employment Resource Center. This program assists Low- to Moderate-Income level individuals including Moreno Valley residents and individuals from across the region. Those in need of assistance are provided with resources, information and

physical tools to apply for unemployment as well as receive critical COVID-19 services such as job training, resume and interview skills, and access to local jobs and employers.

CITY OF MORENO VALLEY ECONOMIC DEVELOPMENT DEPARTMENT – FORWARD MOVAL (\$400,000)

Provides a one-time grant of \$7,500 to eligible small Moreno Valley businesses which were negatively impacted by the economic shutdown resulting from the COVID-19 pandemic either through loss of sales, lost/reduced workforce, or temporary closure.

THE SALVATION ARMY – RAPID REHOUSING/HOMELESS PREVENTION (\$216,000)

Provides case management services, which includes community outreach and a wide range of homeless and homeless prevention services to low-income residents. The goal of the program is to assist households to maintain stable housing and prevent increased homelessness resulting from COVID-19.

UNITED STATES VETERANS INITIATIVE, HOMELESS PREVENTION/STREET OUTREACH/EMERGENCY SHELTER (\$129,553)

Program to help veterans transition from homelessness, and those at-risk of homelessness, to self-sufficiency and stability while focusing on preventing and responding to the impact of COVID-19. US Vets provides stabilization services, short-term rental assistance to veterans, essential services, equipment, and emergency beds to homeless individuals and their families.

LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA – HOMELESS PREVENTION (\$25,000)

Provides households that are at risk of homelessness due to challenges related to the impact of COVID-19, with short-term financial assistance to cover their rent/lease/mortgage, case management, and supportive services such as tailored action plans to maintain self-sufficiency after services are completed, landlord-client mediation to prevent evictions, linkage to resources, life skills training, and financial education.

REMNANT OF LIFE WORSHIP CENTER – FOOD DISTRIBUTION PROGRAM (STREET OUTREACH) (\$47,495)

Provides non-prepared food as “Grocery Bags” through their “Grab and Go” program. This includes delivery services, and providing food, cleaning supplies, and hygiene bags to individuals in need, seniors, and individuals that are dealing with health/medical issues resulting from COVID-19.

EMERGENCY SOLUTIONS GRANTS PROGRAM CORONAVIRUS (ESG-CV) SECOND ALLOCATION (\$1,743,153)

The City of Moreno Valley received a second allocation of \$1,743,153.00 in Emergency Solutions Grants Program Coronavirus (ESG-CV) funding by the U.S. Department of Housing and Urban Development (HUD) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The allocation of this funding is being reviewed with the City Council at the September 1, 2020 Council Meeting.

OTHER Funded Programs (\$1,678,622)

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) Funded by Edward Byrne Memorial Justice Assistance Grant (JAG) Program (\$173,880)

The City received these program funds as a local unit of government to assist with eligible costs related to preventing, preparing for and responding to the coronavirus. These funds were used to purchase personal protective equipment for first responders and provide support to Emergency Operations personnel.

CARES ACT - CITY OF MORENO VALLEY POLICE DEPARTMENT (\$2,578,550)

The State of California provided this funding to assist substantially dedicated payroll expenditures incurred due to the public health emergency with respect to the COVID-19, including public safety and police sworn personnel.

MoVal SENIOR EATS – A GREAT PLATES DELIVERED PROGRAM – Funded by the Federal Emergency Management Association (FEMA) (75%) and California Health & Human Services Agency (18.75%), with a City match of 6.25% (\$600,000)

The City created a meal delivery program to help protect senior residents, the population most at risk from coronavirus. MoVal Senior Eats began operating on May 18 and is expected to potentially continue to through December 2020, pending FEMA approvals. In Moreno Valley, the program delivers two nutritious restaurant meals a day to up to 150 qualifying Moreno Valley seniors, five days a week. This program had the added benefit of providing critically needed business for local MoVal restaurants struggling to stay afloat during the crisis and serves 1,500 meals per week with an estimated delivery of over 49,000 meals if authorized through December 2020. This requires Council to ratify the current restaurant participation agreement through the end of the calendar year in an amount not to exceed \$120,000, based on the number of meals delivered.

POTENTIAL FEMA CLAIM (\$3,000,000) (75% OF COSTS COULD BE REIMBURSED)

The City activated the EOC on March 16th and declared an Emergency on March 17th. The EOC was at Level 3 activation from March 17th until May 17th. During this time period significant resources throughout the City were dedicated and re-programmed to support the EOC efforts which was addressing the health and safety concerns of the community. As of May 18th through today the EOC has maintained a “Management

Watch” level to keep City Officials and critical City staff updated on the nationwide health crisis. The purpose of the EOC operations is to provide the necessary resources to sustain advanced life support services and to address the critical health and safety concerns of the community, residents, and critical services. The EOC operations procured and provided the necessary support to all public safety units by providing personal protective equipment, logistics, ground support, and communication to the public.

- EOC Operations (\$2,250,000) – Personnel (including overtime), public outreach efforts, and management
- Equipment (\$750,000) – Personal protective equipment (masks, gloves, suits, sanitizer, goggles, etc.), and supplies (laptops, janitorial, cleaning, etc.)

The City shall continue to monitor continued efforts and potential funding sources as the pandemic conditions continue and provide any future updates to City Council as required.

ALTERNATIVES

1. Receive and ratify such emergency response items set forth within the staff report. This would allow the City Manager/Emergency Services Director to continue to respond in a timely manner in time sensitive situations where delays may frustrate or impede on the City’s emergency efforts to abate or mitigate the spread and transmission of COVID-19.
2. Do not receive and ratify such emergency response items set forth within the staff report.

FISCAL IMPACT

See above discussion.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

Department Head Approval:
Mike Lee
City Manager

Prepared By:
Marshall Eyerman
Assistant City Manager/Chief Financial Officer

Concurred By:
Steve Quintanilla
Interim City Attorney

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.

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/25/20 3:21 PM
City Attorney Approval	<u>✓ Approved</u>	8/25/20 3:21 PM
City Manager Approval	<u>✓ Approved</u>	8/25/20 3:27 PM



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING FROM THE STATE OF CALIFORNIA AND APPROVING THE CARES ACT EXPENDITURE PLAN TO ADDRESS THE PUBLIC SAFETY IMPACTS OF COVID-19

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Adopt Resolution No. 2020-XX. A Resolution of the City Council of the City of Moreno Valley, Accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the State of California in the amount of \$2,578,550 to assist in preventing, preparing for and responding to the Coronavirus by our Public Safety personnel and approving the CARES Act expenditure plan.
2. Authorize the City Manager or his/her designee to take all steps necessary for the City to receive the CARES Act funding awarded by the State of California, including but not limited to completing and submitting the State's Local Government Certification form.
3. Approve the FY 2020/2021 budget amendment as stated in the fiscal impact section.

SUMMARY

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was approved by Congress and signed into law on March 27, 2020. The State of California allocated \$500 million of its CARES Act funding to California cities in which the City of Moreno Valley received \$2,578,550.

The adoption of this resolution will accept this funding from the State and ensure timely spenddown of funds to satisfy Federal and State deadline requirements.

The Act provides that the funds can be used for Coronavirus pandemic (COVID-19) related expenditures incurred by local government agencies between March 1, 2020 and December 30, 2020. The CARES Act generally limits expenditures to those that are directly related to COVID-19 health emergency and must be spent by December 30, 2020 or the funds must be returned to the State.

DISCUSSION

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was approved by Congress and signed into law on March 27, 2020. The CARES Act represented the third package of assistance from the federal governments, providing \$2.2 trillion in economic relief to individuals, families, businesses, and non-profit organizations. The Act included approximately \$150 billion in stimulus aid to states and local governments with a population of 500,000 or more. The City of Moreno Valley fell short of this population threshold and, as such did not receive a direct allocation of stimulus aid from the federal government. The State of California allocated \$500 million of its CARES Act funding to California cities as noted in the Attachment in which the City of Moreno Valley received \$2,578,550.

The Act provides that the funds can be used for Coronavirus pandemic (COVID-19) related expenditures incurred between March 1, 2020 and December 30, 2020. The CARES Act generally limits expenditures to those that are directly related to COVID-19 health emergency.

It is important to note that all CARES Act funds must be spent by December 30, 2020. The State of California has placed additional spending requirements on local governments and is currently encouraging that all CARES Act funds be spent by October 30, 2020 to ensure funds are spent timely.

By September 4, 2020 via a form still to be issued by the Department of Finance (DOF), cities will be required to report on details, justification, and status of their expenditures. This report will determine whether cities will receive additional time to expend funds beyond the State's October 30 deadline and whether they are to receive additional installments.

To formally receive the funds from the State, the City was required to submit a certification form to the DOF by end of day on July 10, 2020. Receipt of the CARES Act funding is contingent on the City's adherence to federal guidance and the state's stay-at-home requirements and other health requirements as directed in Executive Order N-33-20, subsequent executive orders or statutes, and all State Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency. The City submitted its certification form on July 1, 2020.

Eligible expenditures of the CARES Act funding include, but are not limited to payment for:

1. Medical expenses such as:
 - o COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - o Costs of providing COVID-19 testing, including serological testing.
2. Public health expenses such as:
 - o Expenses for communication and enforcement by local governments of public health orders related to COVID-19.
 - o Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment for medical personnel, police officers, social workers, and other public health or safety workers in connections with the COVID-19 public health emergency.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19 related public health measures, economic support, and other COVID-19 expenses reasonably necessary to the function of government.

Public safety employees, such as sworn police officers, under the public safety presumption are employees that are deemed substantially dedicated and therefore wages paid to sworn officers are eligible. Due to the administrative effort related to cost recovery to meet the documentation requirements of the Federal and State guidelines staff is recommending to partially fund sworn police officers wages and overtime incurred from July 1, 2020 thru August 31, 2020 without allocating any administrative efforts of City staff.

Consistent with the requirements of the CARES Act and the short time frame within which to expend the funding, City staff proposes the following expenditure plan for the CARES Act funding:

Fiscal Year 2020/2021 Allocation	Amount
Public Safety – Sworn Police officers	\$2,578,550.00
CARES Act General Administration	\$ 0.00
Total CARES Act Expenditures	\$2,578,550.00

ALTERNATIVES

Alternative 1. Approve a Resolution accepting the CARES Act funding, authorize the City Manager or his/her designee to complete and submit all necessary forms to the State, and approve the FY 2020/21 budget amendment. *Staff recommends this action*

because it complies with Federal and State requirements and meets the expenditure timeline set by the State.

Alternative 2: Decline to approve a Resolution accepting the CARES Act funding, do not authorize the City Manager or his/her designee to complete and submit all necessary forms to the State, and do not approve the FY 2020/21 budget amendment. Staff DOES NOT recommend this action because will not comply with Federal and State requirements nor allow the City to meet the expenditure timeline set by the State.

FISCAL IMPACT

The approval and allocation of the CARES Act funds will not impact any projects, as previously approved by the City Council.

The following allocation of grant funds is proposed:

Description	Fund	Account - Project	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Grant Revenue	General Fund	Federal Grant - CARES Act	Rev	\$ 0	\$2,578,550	\$2,578,550
Police Wages and Overtime	General Fund	Sworn Personnel - CARES Act	Exp.	\$ 0	\$2,578,550	\$2,578,550

NOTIFICATION

None.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. State of California - Coronavirus Relief Fund Allocations to Cities
- 2. Certification For Receipt of Funds - CARES Act
- 3. RESO 2020-XX - Accepting and Approving CARES Act allocation and expenditure plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/20/20 10:24 AM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:06 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:09 AM

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹	Cities	Allocations ¹
Adelanto	\$ 440,336	Capitola	\$ 124,805	El Cerrito	\$ 308,098
Agoura Hills	\$ 253,931	Carlsbad	\$ 1,413,290	El Monte	\$ 1,440,602
Alameda	\$ 1,003,970	Carmel-by-the-Sea	\$ 50,000	El Paso de Robles	\$ 385,490
Albany	\$ 233,818	Carpinteria	\$ 164,649	El Segundo	\$ 207,148
Alhambra	\$ 1,071,632	Carson	\$ 1,149,617	Elk Grove	\$ 2,174,997
Aliso Viejo	\$ 617,900	Cathedral City	\$ 661,559	Emeryville	\$ 151,845
Alturas	\$ 50,000	Ceres	\$ 597,972	Encinitas	\$ 767,782
Amador	\$ 50,000	Cerritos	\$ 617,283	Escalon	\$ 92,332
American Canyon	\$ 257,277	Chico	\$ 1,362,210	Escondido	\$ 1,889,210
Anaheim	\$ 30,480,113	Chino	\$ 1,100,241	Etna	\$ 50,000
Anderson	\$ 131,756	Chino Hills	\$ 1,017,515	Eureka	\$ 329,656
Angels City	\$ 50,907	Chowchilla	\$ 224,668	Exeter	\$ 136,189
Antioch	\$ 1,389,299	Chula Vista	\$ 3,360,914	Fairfax	\$ 91,356
Apple Valley	\$ 918,553	Citrus Heights	\$ 1,084,214	Fairfield	\$ 1,444,380
Arcadia	\$ 706,404	Claremont	\$ 442,114	Farmersville	\$ 140,745
Arcata	\$ 221,792	Clayton	\$ 139,979	Ferndale	\$ 50,000
Arroyo Grande	\$ 218,384	Clearlake	\$ 176,527	Fillmore	\$ 192,195
Artesia	\$ 203,604	Cloverdale	\$ 113,754	Firebaugh	\$ 98,542
Arvin	\$ 267,649	Clovis	\$ 1,471,470	Folsom	\$ 1,007,649
Atascadero	\$ 371,118	Coachella	\$ 582,612	Fontana	\$ 2,629,939
Atherton	\$ 86,813	Coalinga	\$ 212,358	Fort Bragg	\$ 91,702
Atwater	\$ 387,428	Colfax	\$ 50,000	Fort Jones	\$ 50,000
Auburn	\$ 180,194	Colma	\$ 50,000	Fortuna	\$ 149,684
Avalon	\$ 50,000	Colton	\$ 668,202	Foster City	\$ 407,863
Avenal	\$ 162,846	Colusa	\$ 76,244	Fountain Valley	\$ 689,933
Azusa	\$ 613,134	Commerce	\$ 158,883	Fowler	\$ 79,688
Bakersfield	\$ 33,502,406	Compton	\$ 1,210,414	Fremont	\$ 2,891,945
Baldwin Park	\$ 941,494	Concord	\$ 1,606,893	Fullerton	\$ 1,751,601
Banning	\$ 384,304	Corcoran	\$ 263,019	Galt	\$ 319,161
Barstow	\$ 299,640	Corning	\$ 94,085	Garden Grove	\$ 2,158,291
Beaumont	\$ 635,569	Corona	\$ 2,077,380	Gardena	\$ 752,397
Bell	\$ 451,053	Coronado	\$ 263,994	Gilroy	\$ 704,824
Bell Gardens	\$ 524,123	Corte Madera	\$ 124,879	Glendale	\$ 2,535,249
Bellflower	\$ 964,435	Costa Mesa	\$ 1,417,179	Glendora	\$ 642,878
Belmont	\$ 331,064	Cotati	\$ 93,011	Goleta	\$ 397,862
Belvedere	\$ 50,000	Covina	\$ 603,108	Gonzales	\$ 105,025
Benicia	\$ 335,533	Crescent City	\$ 82,392	Grand Terrace	\$ 153,425
Berkeley	\$ 1,513,511	Cudahy	\$ 298,455	Grass Valley	\$ 158,846
Beverly Hills	\$ 417,024	Culver City	\$ 490,243	Greenfield	\$ 225,755
Big Bear Lake	\$ 64,279	Cupertino	\$ 735,259	Gridley	\$ 79,046
Biggs	\$ 50,000	Cypress	\$ 608,368	Grover Beach	\$ 163,155
Bishop	\$ 50,000	Daly City	\$ 1,347,591	Guadalupe	\$ 99,777
Blue Lake	\$ 50,000	Dana Point	\$ 409,258	Gustine	\$ 72,539
Blythe	\$ 237,744	Danville	\$ 541,743	Half Moon Bay	\$ 153,487
Bradbury	\$ 50,000	Davis	\$ 854,212	Hanford	\$ 732,790
Brawley	\$ 337,682	Del Mar	\$ 52,698	Hawaiian Gardens	\$ 180,873
Brea	\$ 563,387	Del Rey Oaks	\$ 50,000	Hawthorne	\$ 1,073,003
Brentwood	\$ 804,021	Delano	\$ 654,793	Hayward	\$ 1,979,381
Brisbane	\$ 57,204	Desert Hot Springs	\$ 366,216	Healdsburg	\$ 149,264
Buellton	\$ 67,465	Diamond Bar	\$ 705,972	Hemet	\$ 1,051,667
Buena Park	\$ 1,012,440	Dinuba	\$ 320,951	Hercules	\$ 315,222
Burbank	\$ 1,307,080	Dixon	\$ 246,597	Hermosa Beach	\$ 242,177
Burlingame	\$ 371,871	Dorris	\$ 50,000	Hesperia	\$ 1,190,177
Calabasas	\$ 298,714	Dos Palos	\$ 68,477	Hidden Hills	\$ 50,000
Calexico	\$ 504,948	Downey	\$ 1,401,758	Highland	\$ 683,080
California City	\$ 174,848	Duarte	\$ 267,599	Hillsborough	\$ 140,980
Calimesa	\$ 115,186	Dublin	\$ 811,404	Hollister	\$ 501,862
Calipatria	\$ 84,491	Dunsmuir	\$ 50,000	Holtville	\$ 78,515
Calistoga	\$ 66,032	East Palo Alto	\$ 380,218	Hughson	\$ 90,109
Camarillo	\$ 867,522	Eastvale	\$ 820,010	Huntington Beach	\$ 2,485,243
Campbell	\$ 522,136	El Cajon	\$ 1,288,954	Huntington Park	\$ 734,840
Canyon Lake	\$ 135,818	El Centro	\$ 563,733	Huron	\$ 90,122

Attachment: State of California - Coronavirus Relief Fund Allocations to Cities (4138 : RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹	Cities	Allocations ¹
Imperial	\$ 245,794	Maricopa	\$ 50,000	Pasadena	\$ 1,788,383
Imperial Beach	\$ 346,399	Marina	\$ 275,600	Patterson	\$ 284,898
Indian Wells	\$ 66,712	Martinez	\$ 458,153	Perris	\$ 990,252
Indio	\$ 1,120,515	Marysville	\$ 153,401	Petaluma	\$ 763,954
Industry	\$ 50,000	Maywood	\$ 344,534	Pico Rivera	\$ 782,487
Inglewood	\$ 1,382,521	McFarland	\$ 177,651	Piedmont	\$ 141,412
Ione	\$ 98,876	Mendota	\$ 154,512	Pinole	\$ 240,831
Irvine	\$ 3,478,274	Menifee	\$ 1,198,820	Pismo Beach	\$ 100,493
Irwindale	\$ 50,000	Menlo Park	\$ 435,286	Pittsburg	\$ 917,651
Isleton	\$ 50,000	Merced	\$ 1,088,029	Placentia	\$ 635,803
Jackson	\$ 60,007	Mill Valley	\$ 181,182	Placerville	\$ 135,572
Jurupa Valley	\$ 1,322,168	Millbrae	\$ 281,910	Pleasant Hill	\$ 423,099
Kerman	\$ 196,937	Milpitas	\$ 962,595	Pleasanton	\$ 981,153
King City	\$ 182,701	Mission Viejo	\$ 1,163,927	Plymouth	\$ 50,000
Kingsburg	\$ 159,068	Modesto	\$ 2,745,200	Point Arena	\$ 50,000
La Canada Flintridge	\$ 252,635	Monrovia	\$ 468,388	Pomona	\$ 1,911,546
La Habra	\$ 782,450	Montague	\$ 50,000	Port Hueneme	\$ 291,479
La Habra Heights	\$ 67,428	Montclair	\$ 487,588	Porterville	\$ 736,568
La Mesa	\$ 740,408	Monte Sereno	\$ 50,000	Portola	\$ 50,000
La Mirada	\$ 603,491	Montebello	\$ 784,586	Portola Valley	\$ 56,883
La Palma	\$ 191,282	Monterey	\$ 347,819	Poway	\$ 609,183
La Puente	\$ 500,898	Monterey Park	\$ 749,891	Rancho Cordova	\$ 967,781
La Quinta	\$ 502,034	Moorpark	\$ 447,929	Rancho Cucamonga	\$ 2,167,193
La Verne	\$ 411,160	Moraga	\$ 209,235	Rancho Mirage	\$ 236,003
Lafayette	\$ 316,136	Moreno Valley	\$ 2,578,550	Rancho Palos Verdes	\$ 515,258
Laguna Beach	\$ 275,872	Morgan Hill	\$ 573,574	Rancho Santa Margarita	\$ 602,454
Laguna Hills	\$ 389,033	Morro Bay	\$ 125,793	Red Bluff	\$ 175,885
Laguna Niguel	\$ 806,465	Mount Shasta	\$ 50,000	Redding	\$ 1,132,763
Laguna Woods	\$ 200,554	Mountain View	\$ 1,015,823	Redlands	\$ 876,054
Lake Elsinore	\$ 783,463	Murrieta	\$ 1,426,847	Redondo Beach	\$ 827,184
Lake Forest	\$ 1,045,938	Napa	\$ 978,856	Redwood City	\$ 1,071,163
Lakeport	\$ 57,748	National City	\$ 766,745	Reedley	\$ 320,001
Lakewood	\$ 986,770	Needles	\$ 64,798	Rialto	\$ 1,290,930
Lancaster	\$ 1,996,519	Nevada City	\$ 50,000	Richmond	\$ 1,373,211
Larkspur	\$ 151,289	Newark	\$ 604,590	Ridgecrest	\$ 362,388
Lathrop	\$ 331,311	Newman	\$ 147,079	Rio Dell	\$ 50,000
Lawndale	\$ 404,974	Newport Beach	\$ 1,059,137	Rio Vista	\$ 123,311
Lemon Grove	\$ 327,520	Norco	\$ 340,336	Ripon	\$ 196,690
Lemoore	\$ 327,310	Norwalk	\$ 1,305,302	Riverbank	\$ 309,049
Lincoln	\$ 608,924	Novato	\$ 663,066	Riverside	\$ 27,991,888
Lindsay	\$ 162,414	Oakdale	\$ 283,947	Rocklin	\$ 868,621
Live Oak	\$ 113,594	Oakland	\$ 36,994,706	Rohnert Park	\$ 531,779
Livermore	\$ 1,134,220	Oakley	\$ 524,272	Rolling Hills	\$ 50,000
Livingston	\$ 185,849	Oceanside	\$ 2,189,579	Rolling Hills Estates	\$ 99,592
Lodi	\$ 838,741	Ojai	\$ 93,307	Rosemead	\$ 671,227
Loma Linda	\$ 302,937	Ontario	\$ 2,257,932	Roseville	\$ 1,792,347
Lomita	\$ 253,721	Orange	\$ 1,729,401	Ross	\$ 50,000
Lompoc	\$ 540,632	Orange Cove	\$ 116,754	Salinas	\$ 2,002,977
Long Beach	\$ 40,280,494	Orinda	\$ 234,707	San Anselmo	\$ 157,512
Loomis	\$ 85,047	Orland	\$ 102,765	San Bernardino	\$ 2,691,008
Los Alamitos	\$ 142,819	Oroville	\$ 240,028	San Bruno	\$ 561,227
Los Altos	\$ 381,230	Oxnard	\$ 2,547,855	San Buenaventura	\$ 1,312,204
Los Altos Hills	\$ 103,876	Pacific Grove	\$ 188,479	San Carlos	\$ 372,204
Los Banos	\$ 517,629	Pacifica	\$ 473,278	San Clemente	\$ 797,390
Los Gatos	\$ 388,181	Palm Desert	\$ 654,225	San Dimas	\$ 419,123
Loyalton	\$ 50,000	Palm Springs	\$ 585,587	San Fernando	\$ 311,234
Lynwood	\$ 879,968	Palmdale	\$ 1,935,252	San Gabriel	\$ 495,169
Madera	\$ 807,688	Palo Alto	\$ 854,743	San Jacinto	\$ 630,049
Malibu	\$ 144,708	Palos Verdes Estates	\$ 162,859	San Joaquin	\$ 51,142
Mammoth Lakes	\$ 97,036	Paradise	\$ 57,180	San Juan Bautista	\$ 50,000
Manhattan Beach	\$ 435,236	Paramount	\$ 684,784	San Juan Capistrano	\$ 448,423
Manteca	\$ 1,047,037	Parlier	\$ 196,196	San Leandro	\$ 1,085,683

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹
San Luis Obispo	\$ 566,980	Tracy	\$ 1,184,473
San Marcos	\$ 1,200,252	Trinidad	\$ 50,000
San Marino	\$ 161,587	Truckee	\$ 200,369
San Mateo	\$ 1,272,829	Tulare	\$ 837,555
San Pablo	\$ 387,860	Tulelake	\$ 50,000
San Rafael	\$ 738,445	Turlock	\$ 917,355
San Ramon	\$ 1,026,269	Tustin	\$ 992,487
Sand City	\$ 50,000	Twentynine Palms	\$ 361,252
Sanger	\$ 335,657	Ukiah	\$ 198,307
Santa Ana	\$ 28,580,208	Union City	\$ 909,206
Santa Barbara	\$ 1,154,593	Upland	\$ 973,127
Santa Clara	\$ 1,594,064	Vacaville	\$ 1,220,576
Santa Clarita	\$ 2,740,224	Vallejo	\$ 1,470,087
Santa Cruz	\$ 795,452	Vernon	\$ 50,000
Santa Fe Springs	\$ 225,891	Victorville	\$ 1,561,073
Santa Maria	\$ 1,326,168	Villa Park	\$ 71,194
Santa Monica	\$ 1,140,344	Visalia	\$ 1,711,918
Santa Paula	\$ 375,217	Vista	\$ 1,270,866
Santa Rosa	\$ 2,143,808	Walnut	\$ 369,537
Santee	\$ 716,121	Walnut Creek	\$ 874,918
Saratoga	\$ 383,132	Wasco	\$ 356,635
Sausalito	\$ 89,541	Waterford	\$ 109,815
Scotts Valley	\$ 144,375	Watsonville	\$ 636,063
Seal Beach	\$ 308,580	Weed	\$ 50,000
Seaside	\$ 414,086	West Covina	\$ 1,308,784
Sebastopol	\$ 95,629	West Hollywood	\$ 447,003
Selma	\$ 301,715	West Sacramento	\$ 670,795
Shafter	\$ 252,388	Westlake Village	\$ 101,395
Shasta Lake	\$ 131,583	Westminster	\$ 1,141,134
Sierra Madre	\$ 133,547	Westmorland	\$ 50,000
Signal Hill	\$ 144,610	Wheatland	\$ 50,000
Simi Valley	\$ 1,544,811	Whittier	\$ 1,071,743
Solana Beach	\$ 170,860	Wildomar	\$ 459,103
Soledad	\$ 312,395	Williams	\$ 66,996
Solvang	\$ 68,675	Willits	\$ 62,625
Sonoma	\$ 136,436	Willows	\$ 76,651
Sonora	\$ 58,241	Windsor	\$ 348,782
South El Monte	\$ 261,809	Winters	\$ 89,875
South Gate	\$ 1,197,709	Woodlake	\$ 95,974
South Lake Tahoe	\$ 278,119	Woodland	\$ 749,990
South Pasadena	\$ 314,333	Woodside	\$ 70,082
South San Francisco	\$ 838,111	Yorba Linda	\$ 847,631
St Helena	\$ 74,984	Yountville	\$ 50,000
Stanton	\$ 482,489	Yreka	\$ 96,135
Stockton	\$ 27,170,185	Yuba City	\$ 869,954
Suisun City	\$ 359,536	Yucaipa	\$ 687,883
Sunnyvale	\$ 1,932,363	Yucca Valley	\$ 274,551
Susanville	\$ 169,366		
Sutter Creek	\$ 50,000		
Taft	\$ 107,173		
Tehachapi	\$ 157,525		
Tehama	\$ 50,000		
Temecula	\$ 1,382,508		
Temple City	\$ 446,349		
Thousand Oaks	\$ 1,561,715		
Tiburon	\$ 117,792		
Torrance	\$ 1,797,076		

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.


CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

I, Marshall Eyerman, am the chief executive or authorized designee of the City of Moreno Valley, and I certify that:

1. I have the authority on behalf of the City of Moreno Valley to request payment from the State of California ('State') pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
2. I understand the State will rely on this certification as a material representation in making a direct payment to the City of Moreno Valley.
3. The City of Moreno Valley's proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the City of Moreno Valley
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. The City of Moreno Valley agrees to do all of the following as a condition of receipt of funds:
 - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
 - b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
 - c. Report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
 - d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF
SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: Marshall Eyerman

Signature: 

Title: Assistant City Manager/Chief Financial Officer

Date: July 1, 2020

The completed certification must be submitted by email to:

CRFApplications@dof.ca.gov

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity (i.e. City of xxx or County of xxx).

Attachment: Certification For Receipt of Funds - CARES Act (4138 : RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY,

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
ACCEPTING THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES)
ACT FUNDING FROM THE STATE OF CALIFORNIA AND APPROVING THE CARES ACT
EXPENDITURE PLAN TO ADDRESS THE PUBLIC SAFETY IMPACTS OF COVID-19**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 7, 2020, Riverside County Public Health Officer Dr. Cameron Kaiser declared a Local Health Emergency, citing Riverside County's first locally acquired case of COVID-19; and

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors ratified the Local Health Emergency and activated the Medical Health Department Operations Center to better coordinate public messaging and planning among community partners as Riverside County officials prepare for the spread of COVID-19; and

WHEREAS, on March 11, 2020, the California Department of Public Health issued guidance that in order to protect public health and slow the rate of transmission of COVID-19, by recommending placing restrictions on gatherings of people and minimum social distancing of six feet; and

WHEREAS, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20 providing that all residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19 and that authorized local legislative bodies are permitted to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, during the period in which local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed and declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-33-20 ordering that to protect public health, that all individuals living in the State of California stay home or at their place of residence ("Shelter in Place") except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>; and

WHEREAS, the County of Riverside now aligns itself with the State's Orders as they now exist or may be issued or amended in the future; and

WHEREAS, on March 17, 2020, the City Council declared a Local State of Emergency in response to the COVID-19 Pandemic, which prompted the Disaster Council to convene; and

WHEREAS, on March 27, 2020 the United States Congress signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide emergency appropriations during COVID-19; and

WHEREAS, the CARES Act provided funding for governments in which the City of Moreno Valley received from the State of California an allocation of \$2,578,550; and

WHEREAS, the City of Moreno Valley must use the funds to support activities and expenses that promote public health and safety in response to COVID-19 public health emergency; and

WHEREAS, the funds must be spent by October 30, 2020, and if not, the California Director of Finance may reallocate the funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY HERBY FINDS, ORDERS AND RESOLVES:

1. **THAT** the City Manager or his/her designee is authorized to accept the CARES Act allocation from the State of California in the amount of \$2,578,550; and

2. **THAT** the expenditure plan for the CARES Act allocation authorized to be utilized by our municipality’s Police Department from July 1, 2020 thru August 31, 2020 to partially fund sworn police officers wages and overtime as our officers, under the public safety presumption, are deemed substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

3. **THAT** the City Manager or his/her designee is authorized to take all necessary steps for the City to execute agreements, file reports with the State, and to complete forms as required for the CARES Act funding or at the request of the State of California; and

APPROVED AND ADOPTED this ___st day of September, 2020

Mayor of the City of Moreno Valley

ATTEST

APPROVED AS TO FORM

City Clerk

Interim City Attorney

Resolution No. 2020-
Date Adopted: September ___, 2020

Attachment: RESO 2020-XX - Accepting and Approving CARES Act allocation and expenditure plan (4138 : RESOLUTION OF THE CITY



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PARTICIPATION UNDER COUNTY OF RIVERSIDE'S ENTITLEMENT LOCAL GOVERNMENT DESIGNATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM THROUGH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

RECOMMENDED ACTION

Recommendation:

1. Approve of the partnership with the County to leverage additional funding for future affordable housing projects and to minimize additional operating costs for the General Fund.
2. Authorize the City Manager to execute the Agreement for the Permanent Local Housing Allocation (PLHA) Program under the California Department of Housing and Community Development (HCD) for Allocation Years 2019-2023 by and between the County of Riverside and the City of Moreno Valley

SUMMARY

A City that participates as part of the County of Riverside's Entitlement Local Government designation will be included in the County of Riverside's PLHA Program in which the County of Riverside will be responsible for applying for the funds on behalf of all the cities, including but limited to reporting requirements, loan servicing, long term affordability compliance and administering the funds. Pooling funding will allow cities access to more funding than they would otherwise have access to. The County intends to allocate 20% of the funds towards a down payment assistance program and 80% of the funds towards development of new affordable housing.

The City's entitlement allocation for FY 2019/20 was \$1,029,809. Through the program

requirements, the County will receive 5% or \$51,490 for the establishment of the programs and annual administration of any loans for the term of those agreements. As the City currently does not have a down payment assistance program, by partnering with the County we will be able to bring this benefit to the public sooner and at no cost to the General Fund for the program administration and monitoring. Additionally, as residents work with the County they will be able to easily access other programs as may be available through the County.

As per the Agreement, the County agrees to expend no less than the amount allocated to the City in that respective jurisdiction, in accordance to PLHA Guidelines over the span of the Term of this Agreement.

DISCUSSION

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California.

This funding source was developed to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock.

The City of Moreno Valley is eligible to receive a portion of the formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant. Based on the formula component for Allocation Years 2019-2023 it is estimated the City may receive a cumulative total over those years of \$6,178,854.

ALTERNATIVES

1. Authorize the City Manager to execute the Agreement. *Staff recommends this alternative as it will accelerate the development of a down payment assistance program and provide additional funding for local affordable housing.*
2. Do not authorize the City Manager to execute the Agreement. *Staff does not recommend this alternative as it will limit the availability of funds and require additional impacts to the General Fund.*

FISCAL IMPACT

There is no impact to the General Fund for execution of the Agreement. If the City chooses an alternative use of PLHA funds, this item will be required to be brought back to examine additional General Fund cost to develop, implement, maintain, and

monitor programs.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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

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.

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. Agreement for PLHA Allocation 2019-2023_City of Moreno Valley_FINAL

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/25/20 3:20 PM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:07 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:08 AM

AGREEMENT
for
THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM
UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT (HCD)
FOR ALLOCATION YEARS 2019-2023

by and between

COUNTY OF RIVERSIDE

and

CITY OF MORENO VALLEY,

Dated _____, 20__

Attachment: Agreement for PLHA Allocation 2019-2023_City of Moreno Valley_FINAL (4133 : PARTICIPATION UNDER COUNTY OF

AGREEMENT FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR ALLOCATION YEARS 2019-2023

THIS AGREEMENT FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR ALLOCATION YEARS 2019-2023 (Agreement) is made and entered into this ___ day of _____, 2020, by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through its Housing, Homelessness Prevention and Workforce Solutions (“County” or “Administering Local Government”), and THE CITY OF MORENO VALLEY, a California municipal corporation (“City” or “Delegating Local Government”). Together, County and City may hereafter be referred to individually as “Party,” or collectively as “Parties”.

RECITALS

A. Chapter 364, Statutes of 2017 (SB 2, Atkins), as authorized by Health and Safety Code (HSC) Section 50470, established the Building Homes and Jobs Trust Fund (Fund) and the Permanent Local Housing Allocation (PLHA) Program (“PLHA Program”) which was designed to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock.

B. HSC Section 50470 authorizes the HCD to allocate moneys collected and deposited in the Fund for the PLHA Program, with 90 percent of PLHA funds to local governments, and to adopt Guidelines to implement the PLHA Program.

C. The Parties are both Entitlement Local Governments that each separately received a Community Development Block Grant (CDBG) for fiscal year 2017 pursuant to the federal CDBG formula specified in 42 U.S.C. Section 5306.

D. Pursuant to Section 300(c) of the HCD Guidelines, a local government may delegate another local government to submit an application and administer the formula component of PLHA funds on its behalf, provided the local governments enter into an agreement and the funds are expended for eligible activities consistent with program requirements.

E. Consistent with HCD Guidelines, City desires to delegate to County the responsibility for submitting an application for administering its formula component for Allocation Years 2019-2023 (“City’s Allocations”) in the estimated funding amount of Six Million One Hundred Seventy Eight Thousand Eight Hundred Fifty Four dollars (\$6,178,854).

F. The City fully supports the objectives, goals, strategies, programs and projects identified under the PLHA Formula Allocation 2020 Application that was proposed by the County for approval by the HCD (“Application”), and the City agrees to delegate its PLHA formula allocations to the County for the Application.

G. HCD requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the PLHA program, including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

H. The Parties desire to enter into an Agreement as hereinafter set forth in order to establish a collaborative stakeholder structure for matters pertaining to the City's Allocations.

TERMS AND CONDITIONS

Section 1. DEFINITIONS.

- 1.1 General. The definitions set forth in the above recitals, in the PLHA Guidelines, and otherwise indicated in parenthesis hereafter, shall apply to this Agreement.
- 1.2 PLHA. "PLHA" shall mean the Permanent Local Housing Allocation.
- 1.3 PLHA Guidelines. "PLHA Guidelines" shall mean the HCD 2019 PLHA Final Guidelines.
- 1.4 Application. "Application" shall mean the PLHA Formula Allocation 2020 Application for funding submitted by County.
- 1.5 Bi-monthly. "Bi-monthly" shall mean every other month.
- 1.6 Budget. "Budget" shall mean the budget for a particular housing development project.
- 1.7 Budget Report. "Budget Report" shall mean the report containing the budget for a particular Housing development project, which breaks down cost by task and lien item.
- 1.8 Close-Out Report. "Close-Out Report" shall mean the report submitted to the HCD at the conclusion of an individual Housing development project.
- 1.9 Term. "Term" shall mean the term of the PLHA Program Agreement.
- 1.10 Applicant. "Applicant" shall mean the County of Riverside.
- 1.11 Performance Period. "Performance Period" shall mean the period of time beginning immediately upon the completion of a Housing development project and ending upon a date determined by the County, during which City will be required to complete additional Indicator Tracking.
- 1.12 Subcontractor. "Subcontractor" shall mean any third party used by the Parties to perform any work in furtherance of a Housing development project.

1.13 PLHA Standard Agreement. “PLHA Standard Agreement” shall mean the agreement entered into by and between the County and the HCD.

Section 2. INCORPORATION AND ACKNOWLEDGEMENT OF TERMS.

2.1 Incorporation. The Parties intend that this Agreement shall conform to and satisfy all requirements of the PLHA Guidelines and the PLHA Standard Agreement. The County’s performance shall be conducted in accordance with the PLHA Standard Agreement, the PLHA Guidelines, and this Agreement (hereafter collectively the “Performance Terms”).

2.2 Acknowledgement. Each Party acknowledges that it has reviewed the Performance Terms and the Application, and is fully committed to the goals and requirements of each.

Section 3. PURPOSE AND GOALS.

3.1 Purpose. The purpose of this Agreement is to formalize the partnership and understanding between the Parties and to set forth the terms by which the Parties will manage, coordinate, and administer PLHA funding-related activities within the City’s boundaries, including the following:

- a. Implementing activities, programs, strategies, and projects as set forth in the PLHA Standard Agreement;
- b. Promoting the execution of objectives and goals set forth in the PLHA Standard Agreement;
- c. Providing a platform for community engagement and input into implementation of activities related to PLHA funding; and
- d. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this Agreement.

3.2 Goals. Each Party affirms that the PLHA program is designed to provide a permanent source of funding to all local governments in California to help cities and counties implement plans to increase the affordable housing stock.

Section 4. RESPONSIBILITIES OF ALL PARTIES.

4.1 Mutual Cooperation. The Parties recognize that they have complementary expertise and common goals and interests. The Parties shall endeavor to cooperate, work together, and share knowledge, expertise, and best practices with regards to the Application and shall commit to working collaboratively with one another and with community stakeholders throughout the Term. The Parties hereto agree that they will each provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement and make diligent efforts to respond to

inquiries and requests for information from the other Party. The Parties agree to provide all project-related information and documents as requested by the other Party, or the State of California, including all reporting-related documentation.

4.2 Leveraging of Available Funds. The Parties shall make good faith efforts, as appropriate, to leverage available federal, state, local, and private funds, and to assist the other Party in leveraging available federal, state, local, and private funds, to support development and construction of affordable housing.

4.3 Communication. The Parties shall commit to the principle of good communication, especially when one's work may have some bearing on the responsibilities of the other. The Parties shall seek to alert each other as soon as practical to relevant developments with regards to the PLHA Program and its execution. The Parties shall also ensure that it is clear who the appropriate contacts are for particular matters and that contact details are kept up to date.

Section 5. COUNTY – ROLE AND RESPONSIBILITIES.

5.1 Applicant and Administering Local Government. County shall be the Applicant and Administering Local Government and shall execute the PLHA Standard Agreement, carry out all responsibilities as described in the Performance Terms, and work closely with HCD throughout the implementation of the Application. County commits to all duties and responsibilities corresponding to the Applicant's role under the PLHA Plan for the length of the Term. County acknowledges that it:

- a. Has reviewed the FY2020 PLHA Program NOFA, Final Guidelines, and related guidance from HCD;
- b. Has participated in the preparation of the Application seeking funding for the following eligible activities:
 - i. §301(a)(1) - The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies; and
 - ii. §301(a)(9) – Homeownership opportunities, including, but not limited to, down payment assistance.
- c. Is fully committed to the goals and requirements of the NOFA, the Application, the funding requirements, and this Agreement.
- d. County agrees to expend no less than the amount allocated to the Delegating Local Government in its respective jurisdiction, in accordance to PLHA Guidelines over the span of the Term of this Agreement. The City's Allocations are anticipated to be in the funding amount of Six Million One Hundred Seventy Eight Thousand Eight Hundred Hundred Fifty Four dollars (\$6,178,854).

5.2 Administration. County shall serve as the administrator of the City’s Allocations, including but not limited to, operating a down payment assistance program, promoting development of affordable housing inside the City, and annual reporting due to HCD. The County shall ensure compliance with all accounting, disbursement, recordkeeping, and all other compliance requirements with respect to the PLHA Standard Agreement.

5.3 Financial Support. County shall leverage as appropriate, or assist in leveraging, available federal, state, local, and private funds as available to support integrated strategic investment for the development of affordable housing developments in the City.

5.4 Oversight of Implementation. County shall supervise and coordinate the implementation of activities related to the PLHA Program, including development of affordable housing, down payment assistance program, long term compliance monitoring, and loan servicing of all PLHA loans.

5.5 Reporting. County shall be responsible for any and all required reports, including but not limited to Progress Reports, Indicator Reports, Budget Reports, and Close-Out Reports.

Section 6. TERM AND TERMINATION.

6.1 Term. This Agreement shall become effective as of the date on which the last Party executes this Agreement (“Effective Date”). The Term shall commence on the Effective Date and continue for five (5) years thereafter, unless terminated earlier or otherwise extended by a written amendment to this Agreement.

6.2 Termination – Convenience. Either Party may terminate this Agreement for convenience upon two (2) years written notice served upon the other Party, stating the extent and effective date of termination.

6.3 Termination – For Cause. Either Party may terminate this Agreement for cause, upon thirty (30) days written notice served upon the other Party, stating the extent and effective date of termination. For cause includes the following:

- a. Default in which the alleged defaulting Party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure;

6.4 Termination – No Funding / Dishonesty or Material Breach. This Agreement shall automatically terminate if the Delegating Local Government is not allocated funding based on the Application. The Delegating Local Government’s rights under this Agreement shall also terminate upon dishonesty or a willful or material breach of this Agreement by the Delegating Local Government; or in the event of Delegating Local Government’s unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6.5 The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

Section 7. INDEMNIFICATION.

7.1 City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as “County Indemnitees”) from any liability, action, claim or damage whatsoever, based or asserted upon any services of City, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. City shall defend the County Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

7.3 City’s obligation hereunder shall be satisfied when City has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

7.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe City’s obligations to indemnify and hold harmless the County Indemnitees herein from third party claims.

Section 8. EFFECT OF THIS AGREEMENT.

8.1 Parties acknowledge and agree that nothing contained in this Agreement shall be deemed a covenant, promise, or commitment by the County to enter into any other agreement on any particular terms or conditions, in furtherance of any the Housing development projects in the Application if the Delegating Local Government is not selected for PLHA funding. The Delegating Local Government further understands and agrees that the State of California retains the ultimate discretion to approve or deny PLHA funding. Each Party’s execution of this Agreement is merely an agreement to the terms of the collaborative stakeholder structure, contingent upon PLHA Program funding and award.

8.2 Nothing contained in this Agreement shall be construed to require, or have the effect of requiring, the County to take any action inconsistent with any applicable law, rule or regulation which governs the County’s actions.

Section 9. NON-DISCRIMINATION.

The Parties shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Section 10. DISPUTES.

The Parties agree that before any Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration regarding this Agreement, that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. Parties shall share the cost of a mediator equally.

Section 11. MISCELLANEOUS.

11.1 Notices. Any notices, , or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth on the signature pages, and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid.

11.2 No Delegation or Assignment. City shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

11.4 Conflict of Interest. No member, official or employee of the Parties shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

11.5 Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

11.6 Venue. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court in Riverside County, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.7 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this Agreement.

11.8 Section Headings. The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

11.9 Compliance with Laws and Regulations; Legal Authority. By executing this Agreement, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Nothing in this Agreement binds the Parties to perform any action that is beyond its legal authority.

11.10 Authority. The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations hereunder.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11.12 Entire Agreement. This Agreement, including all exhibits and attachments hereto, is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this Agreement shall be in writing and acknowledged by all Parties to this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

Attachment: Agreement for PLHA Allocation 2019-2023_City of Moreno Valley_FINAL (4133 : PARTICIPATION UNDER COUNTY OF

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Department of Housing, Homelessness
Prevention and Workforce Solutions

THE CITY OF MORENO VALLEY, a
California municipal corporation

By: _____
Heidi Marshall,
Director

By: _____
Mike Lee
City Manager

Dated: _____

Dated: _____

Address:

Address:

County of Riverside
Department of Housing, Homelessness
Prevention and Workforce Solutions
Attention: Mike Walsh, Deputy Director
5555 Arlington Avenue
Riverside, CA 92504

City of Moreno Valley
City Manager
Attn: Mike Lee, City Manager
14177 Frederick Street
Moreno Valley, CA 92552

APPROVED AS TO FORM:

APPROVED AS TO FORM:

GREGORY P. PRIAMOS,
County Counsel

City Attorney

By: _____
Lisa Sanchez,
Deputy County Counsel

By: _____
Signature

Printed Name : _____

Title: _____

Attachment: Agreement for PLHA Allocation 2019-2023_City of Moreno Valley_FINAL (4133 : PARTICIPATION UNDER COUNTY OF



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: RESOLUTION APPROVING THE REFINANCING OF THE 2013 TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) CERTIFICATES OF PARTICIPATION

RECOMMENDED ACTION

That the City Council:

Adopt Resolution 2020- [] Approving the Execution and Delivery of California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (T.R.I.P. – Total Road Improvement Program) subject to the compliance of certain criteria, including that: (i) the principal amount of the 2020 Refunding Certificates does not exceed \$22.5 million (\$22,500,000); (ii) the NPV % savings does not fall below 3.0%; and (iii) the Underwriter's Discount does not exceed 0.95% of the principal amount of the 2020 Refunding Certificates which are within the City's refunding policy guidelines of the Debt Management Policy #3.10.

SUMMARY

The 2020 Refunding Certificates will be secured by Measure A Revenues, maintaining the same pledge of the 2013 Certificates. Measure A Revenues consist of amounts received by the City from a 0.5% countywide retail and transaction use tax (sales tax) approved by voters in 2002. The revenues from the Measure A sales tax are collected Countywide, and then apportioned to local agencies based on specified factors, including population.

Based on current interest rates, total cash flow savings over the life of the 2020 Refunding Certificates are estimated to be \$1.85 million. This translates to annual

savings of approximately \$100,000 from 2022 to 2039. Net present value (NPV) savings are estimated to be approximately \$1.47 million. As measured against the par value of the 2013 Certificates, NPV savings reflect 8.2%. The attached resolution sets an NPV savings threshold of 3%.

Estimated savings are net of all costs. The Good Faith Estimates, as required by Government Code Section 5852.1 and are provided as an attachment.

DISCUSSION

In 2013, the City of Moreno Valley ('City') participated in the Total Road Improvement Program ('TRIP') established by the California Statewide Communities Development Authority ('CSCDA') to finance street and roadway improvements, which consisted primarily of street resurfacing and improvements within its jurisdiction ('Project').

CSCDA is a joint powers authority that was co-founded by the League of California Cities and California State Association of Counties to provide California local governments and private entities access to low-cost, tax-exempt financing programs. CSCDA implemented TRIP in 2008 to assist cities and counties in their efforts to finance large-scale street improvement projects. Over the years, local agencies have found participating in TRIP beneficial because documentation is standardized and the overall process is very efficient and cost effective. Under TRIP, CSCDA causes the execution and delivery of Certificates of Participation ('Certificates') on behalf of local agency participants on a stand-alone basis or when advantageous, through a financing pool to generate economies of scale. The City is currently a member of CSCDA.

The California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2013A ("2013 Certificates") were executed and delivered in the amount of \$20 million on behalf of the City. The 2013 Certificates were structured with a final term of 2039 at an interest rate of 5.44%. The call date of the 2013 Certificates is June 1, 2023. As of June 2, 2020, there is approximately \$17.885 million of principal outstanding.

Given the low interest rate environment, there is currently an opportunity to refinance the 2013 Certificates for savings. Furthermore, CSCDA has recently formed a pool of other local agencies in Riverside County (currently comprised of the cities of Desert Hot Springs and Menifee) looking to refinance similar outstanding debt. As previously mentioned, a pooled financing through CSCDA will create economies of scale and save the City issuance and interest costs when compared to a stand-alone financing.

This evening, Council is being asked to approve the execution and delivery by the Trustee of refunding Certificates and all related documents, as further described

herein. If the refinancing is approved this evening, staff will work with the financing team on finalizing all legal documents and the preliminary official statement with the goal of pricing the refunding Certificates in early September.

The proposed CSCDA Transportation Revenue (Installment Sale) Certificates of Participation Series 2020 (TRIP – Total Road Improvement Program) (Federally Taxable) (“2020 Refunding Certificates”) would be in a par amount of approximately \$21 million with a final maturity in 2039, the same final maturity as the 2013 Certificates. In other words, there will be no extension of the original terms. The final interest rate structure will be determined if, and when, the 2020 Refunding Certificates are priced and sold.

CSCDA would cause the execution and delivery of certificates on behalf of the financing pool, which as previously mentioned, is comprised of the City and the cities of Desert Hot Springs and Menifee. Each local agency participant would be responsible for installment payments relating to their pro-rata portion of the Certificates. Local agency payments are made under separate, individual Installment Sale Agreements. No agency is responsible for any other agency’s obligations under TRIP.

The Tax Cuts and Jobs Act of 2017 (the “Act”) eliminated the tax exemption for interest on advance refunding bonds (refunding bonds issued more than 90 days before the optional call date). As such, the 2020 Refunding Certificates contemplate refinancing the 2013 Certificates on a federally taxable basis. Refinancing the 2013 Certificates today on a taxable basis does not preclude the City from refinancing on a tax-exempt basis in the future. As a side note, given the favorable taxable interest rate environment, many issuers have pursued taxable advance refundings since the Act passed in 2017.

The 2020 Refunding Certificates are expected to qualify for an investment grade rating and bond insurance, which would lead to a lower cost of borrowing. Furthermore, the 2020 Refunding Certificates may also qualify for a reserve fund surety policy. With a reserve fund surety policy, the 2020 Bonds would not need to cash fund a debt service reserve (estimated to be \$2.1 million or equal to roughly 10% of par) as part of the issuance. This would enable the City to downsize their portion of the 2020 Refunding Certificates, thereby lowering annual payments and increasing savings.

The attached resolution authorizes and approves the execution and delivery by the Trustee of the 2020 Refunding Certificates and the Pooled 2020 Refunding Certificates (described below), subject to the compliance of certain criteria, including that: (i) the principal amount of the 2020 Refunding Certificates does not exceed \$22.5 million (\$22,500,000); (ii) the NPV % savings does not fall below 3.0%; and (iii) the Underwriter’s Discount does not exceed 0.95% of the principal amount of the 2020 Refunding Certificates.

Documents Subject to Approval

Approval of the Resolution authorizes the execution of the following documents:

- **Preliminary Official Statement:** The document pursuant to which the 2020 Refunding Certificates will be offered for purchase by investors. This document must contain all facts material to the Pooled 2020 Refunding Certificates, the 2020 refunding certificates of the other local agency participants, CSCDA, and all local agency participants, including the City (certain permitted exceptions to be completed in the final Official Statement), and must not omit any such material facts;
- **First Supplement to Installment Sale Agreement:** A supplement to the original 2013 Installment Sale Agreement between the City and CSCDA to transfer the Project to the City, in consideration of which the City will obligate itself to make installment payments for the Project for CSCDA in the amounts and on the dates set forth in the supplement;
- **First Supplement to Trust Agreement:** Supplements the terms and conditions outlined in the 2013 Trust Agreement; more specifically, the rights and obligations of the City, CSCDA, the municipal bond insurer, if any, the trustee of the 2013 Certificates (Wells Fargo Bank, N.A.), and the 2013 Certificate holders;
- **Program Trust Agreement:** An agreement by and between the local agency participants and Wilmington Trust, N.A., as trustee of the 2020 Refunding Certificates. The Program Trust Agreement provides for the purchase of the 2020 Refunding Certificates, the 2020 refunding certificates of the other local agency participants outlines the rights and obligations of all local agency participants, CSCDA, the municipal bond insurer, if any, the trustee of the Pooled 2020 Refunding Certificates (Wilmington Trust, N.A.), and the Pooled 2020 Refunding Certificate holders;
- **Certificate Purchase Agreement:** This document contains the obligation of the underwriter to accept and pay for the Pooled 2020 Refunding Certificates, provided that all of the covenants and representations of the City are met and certain other conditions excusing performance by the underwriter do not exist;
- **Escrow Agreement:** This document contain terms by which the Trustee will hold 2020 Refunding Certificate proceeds on the behalf of the owners of the 2013 Certificates to pay and discharge the 2013 Certificates on the redemption date; and
- **Continuing Disclosure Agreement:** Executed for the benefit of bondholders, the Continuing Disclosure Agreement obligates the City to file an annual report that includes, among other things, the most recent audited financial statements of the City and financial data of the underlying improvement areas. The City is also required to report certain events that are significant to bondholders, if, and when they occur.

These documents listed above have been reviewed by staff and its financing team.

ALTERNATIVES

1. Adopt Resolution 2020- [] Approving the Execution and Delivery of California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (T.R.I.P. – Total Road Improvement Program) subject to the compliance of certain criteria, including that: (i) the principal amount of the 2020 Refunding Certificates does not exceed \$22.5 million (\$22,500,000); (ii) the NPV % savings does not fall below 3.0%; and (iii) the Underwriter's Discount does not exceed 0.95% of the principal amount of the 2020 Refunding Certificates which are within the City's refunding policy guidelines of the Debt Management Policy #3.10. This alternative is recommended since it allows the financing team to move forward with the refunding of the outstanding bonds.
2. Do not adopt the resolution to authorize the execution and delivery by the Trustee of the 2020 Refunding Certificates and provide staff with additional direction.

FISCAL IMPACT

If, and when, the 2020 Refunding Certificates price, the City is estimated to save roughly \$100,000 of Measure A Revenues annually through 2039, based on current market conditions. The savings quoted above are net of all financing costs (including the cost of purchasing bond insurance and a reserve fund surety policy).

The anticipated amendments to the FY 2020-21 budget to record the issuance of the Series 2020 Bonds and to make the required debt service payments which are due during FY 2020-21, may be made as part of future quarterly budget updates.

NOTIFICATION

The proposed 2020 Refunding financing was presented as a discussion item at the August 25, 2020, Finance Sub Committee meeting.

Public Notice.

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney

Department Head Approval:
Marshall Eyerman

Treasury Operations Division Manager

Assistant City Manager/Chief Financial
Officer/City Treasurer**CITY COUNCIL GOALS**

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. City Resolution - Moreno Valley TRIP Refunding Series 2020 4149-3679-4404 4
2. AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley)
3. First Supplement to Installment Sale Agreement (Moreno Valley) - CSCDA Measure A TRIP 4154-6752-4390 1
4. First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1
5. Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5
6. MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley)
7. Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/18/20 2:07 PM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:13 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:15 AM

RESOLUTION NO. 2020-___

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TRANSPORTATION REVENUE (INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION SERIES 2020 (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM) PURSUANT TO A FIRST SUPPLEMENT TO TRUST AGREEMENT TO PREPAY AND REFUND THE CITY’S 2013 INSTALLMENT SALE AGREEMENT AND RELATED CERTIFICATES OF PARTICIPATION, AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENT TO 2013 INSTALLMENT SALE AGREEMENT, A FIRST SUPPLEMENT TO TRUST AGREEMENT, CERTIFICATE PURCHASE AGREEMENT, A PROGRAM TRUST AGREEMENT, AND AN ESCROW AGREEMENT, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH CERTIFICATES, AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is empowered to assist the City of Moreno Valley (the “City”) in financing and refinancing certain public capital improvements pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and pursuant to that certain Amended and Restated Joint Exercise of Powers Agreement among a number of California cities, counties and special districts, including the City, dated June 1, 1988;

WHEREAS, the City has heretofore entered into a 2013 Installment Sale Agreement, dated as of August 1, 2013 (the “2013 Installment Sale Agreement”) with the Authority and a Trust Agreement, dated as of August 1, 2013 (the “2013 Trust Agreement”) by and among the Authority, Wells Fargo Bank, National Association, as trustee or other successor trustee to be designated (the “2013 Trustee”), and the City, in order to participate with certain other local agencies in the California Statewide Communities Development Authority T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority, to finance the construction of streets and roadways within the corporate limits of the City as described in Exhibit B to the 2013 Installment Sale Agreement (the “Project”);

WHEREAS, the 2013 Installment Sale Agreement provides for the Authority to acquire and construct the Project for, and sell the Project to, the City and permits the City to prepay all or any part of the principal amount of the unpaid 2013 Installment Sale Payments (as defined therein) becoming due on or after June 1, 2023 upon written direction to the Authority and the Trustee;

WHEREAS, pursuant to the 2013 Trust Agreement, the Authority caused the execution and delivery of those California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) evidencing principal in \$20,000,000 aggregate principal amount, of which \$17,885,000 principal amount is currently outstanding (the “2013 Certificates”) a portion of the proceeds of which were used to finance the Project;

WHEREAS, the City desires to refinance the Project and to prepay the principal amount of the unpaid 2013 Installment Sale Payments (as defined in and pursuant to Section 3.03 of the 2013 Installment

Sale Agreement) coming due on or after June 1, 2023 at a prepayment price equal to the principal amount plus accrued interest to the date of prepayment, and thereby prepay that portion of the outstanding 2013 Certificates coming due on or after June 1, 2023, evidencing and representing proportionate and undivided interests in 2013 Installment Sale Payments to be made by the City under the 2013 Installment Sale Agreement from Revenues consisting of Measure A Receipts (each as defined therein);

WHEREAS, the City and the Authority have determined that it would be in the best interests of the City for interest rate savings, a lower net interest cost and lower costs of issuance to provide the funds necessary to refinance the Project and advance refund the 2013 Certificates through the execution and delivery of certificates of participation designated “California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (T.R.I.P. – Total Road Improvement Program)” (and/or such other particulars and series in name to be designated) (the “Certificates”) payable from installment payments received from the City pursuant to a First Supplement to 2013 Installment Sale Agreement (the “First Supplement to 2013 Installment Sale Agreement”) between the City and the Authority;

WHEREAS, the City has adopted and in effect a debt management policy (the “Debt Management Policy”) in compliance with California Government Code Section 8855(i), and the City’s execution and delivery of the First Supplement to 2013 Installment Sale Agreement and the Certificates pursuant to this Resolution are consistent with such policy;

WHEREAS, the First Supplement to 2013 Installment Sale Agreement including the installment sale payments thereunder will be assigned by the Authority to Wells Fargo Bank, National Association, as trustee or other successor trustee to be designated (the “Trustee”), under the First Supplement to Trust Agreement, among the Authority, the Trustee and the City (such First Supplement to Trust Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “First Supplement to Trust Agreement”), pursuant to which the Trustee will execute and deliver the Certificates, as an advance refunding of the 2013 Certificates on a federally taxable basis, or federally tax-exempt basis if then permissible under the Internal Revenue Code of 1986 (the “Code”), which evidence and represent proportionate and undivided interests in such installment sale payments;

WHEREAS, in order to achieve further interest rate savings, lower net interest costs and lower costs of issuance, the Certificates may be deposited into a trust agreement (a form of which is attached hereto, the “Program Trust Agreement”), among the Authority, the Trustee, the City and other local agencies which may determine to participate in the Program, for the execution and delivery of a series of certificates, on a federally taxable basis, or federally tax-exempt basis if then permissible under the Code, which evidence and represent proportionate and undivided interests in principal and interest payments to be made on the Certificates and may also evidence and represent proportionate and undivided interests in principal and interest payments to be made by one or more other local agencies which may determine on a similar schedule for delivery to participate in the Program to finance projects, similar to the Project, and assigned by the Authority to the Trustee;

WHEREAS, as used in this Resolution, unless the context suggests otherwise, the term Certificates means all or such portion of the certificates of participation evidencing and representing proportionate and undivided interests in Installment Sale Payments scheduled to be made by the City;

WHEREAS, the Authority may determine that securing the timely payment of the principal and interest evidenced by the Certificates by obtaining a bond insurance policy (a “Certificate Insurance Policy”) and/or a reserve surety bond or policy with respect thereto issued by a municipal bond insurer (a “Certificate Insurer”) could be economically advantageous to the City;

WHEREAS, Stifel, Nicolaus & Company, Incorporated, or such other investment banking firm as may be selected in the sole discretion of the City (the “Underwriter”), has submitted to the City and the Authority a proposed form of an agreement to purchase the Certificates for resale to investors, in the form of a Certificate Purchase Agreement (the “Certificate Purchase Agreement”);

WHEREAS, a form of the Preliminary Official Statement (the “Preliminary Official Statement”) to be distributed in connection with the public offering of the Certificates has been prepared;

WHEREAS, the City is a member of the Authority and the Project is located within the boundaries of the City;

WHEREAS, the City hereby finds that the refinancing of such public capital improvements within the City will result in savings and further result in significant public benefits in the form of a safe and reliable transportation network, demonstrable savings in effective interest rates, and the more efficient delivery of City services to residential and commercial development;

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) (“SB 450”) requires that the City Council obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds, including debt instruments such as the Certificates, with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Certificates, (b) the sum of all fees and charges paid to third parties with respect to the Certificates, (c) the amount of proceeds of the Certificates expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Certificates, and (d) the sum total of all debt service payments on the Certificates calculated to the final maturity of the Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Certificates;

WHEREAS, in compliance with SB 450, the City Council has obtained from Urban Futures, Inc., as the Program Advisor, and the Underwriter, the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such refinancing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the City is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such refinancing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE MORENO VALLEY CITY COUNCIL, as follows:

Section 1. The foregoing recitals herein contained are true and correct and the City Council so finds.

Section 2. The form of the First Supplement to 2013 Installment Sale Agreement, on file with the City Clerk, is hereby approved, and any of the Authorized Officers designated in Section 12 hereof or the written designee of any such officer (the “Authorized Officers”) are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the First Supplement to 2013 Installment Sale Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (i) the aggregate amount of the

principal components of the installment sale payments shall not exceed \$22,500,000, (ii) the final maturity of the installment sale payments shall not exceed June 1, 2039 and (iii) there shall be present value savings with respect to the refunding of the Series 2013 Certificates of at least 3% of the principal evidenced by the Series 2013 Certificates using the yield on the Certificates as the discount rate. Pursuant to the terms of the First Supplement to 2013 Installment Sale Agreement, the City Council further authorizes the execution and delivery of additional Contracts in the future from time to time for the purpose of financing the design, acquisition and construction of additional roadway improvements and street resurfacing, which are necessary and proper for, and for the common benefit of, the City, the payment for which may be made from Measure A Revenues, as defined in the First Supplement to 2013 Installment Sale Agreement, on a parity with the payment of the Installment Sale Payments.

Section 3. The form of First Supplement to Trust Agreement, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the First Supplement to Trust Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the Certificates may be executed and delivered on a federally tax-exempt basis if then permissible under the Code as shall be determined by such Authorized Officer. The execution and delivery of the Certificates, on the terms and conditions set forth in, and subject to the limitations specified in, the First Supplement to Trust Agreement and the First Supplement to 2013 Installment Sale Agreement, is hereby authorized and approved. The Certificates shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and prepayment, shall be executed and delivered in the form and shall be as otherwise provided in the First Supplement to Trust Agreement, as the same shall be completed. The Trustee is authorized and directed to prepare and execute the Certificates and to deliver the Certificates to the Purchaser (as defined in the First Supplement to Trust Agreement) upon payment of the purchase price thereof, pursuant to the terms of the First Supplement to Trust Agreement.

Section 4. The form of Program Trust Agreement, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Program Trust Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the Certificates may be executed and delivered on a federally tax-exempt basis if then permissible under the Code as shall be determined by such Authorized Officer. The execution and delivery of the Certificates, on the terms and conditions set forth in, and subject to the limitations specified in, the Program Trust Agreement, is hereby authorized and approved. The Certificates shall be dated, shall bear interest at the rates, shall mature on the dates, shall be subject to call and prepayment, shall be executed and delivered in the form and shall be as otherwise provided in the Program Trust Agreement, as the same shall be completed. The Trustee is authorized and directed to prepare and execute the Certificates and to deliver the Certificates to the Purchaser (as defined in the Program Trust Agreement) upon payment of the purchase price thereof, pursuant to the terms of the Program Trust Agreement. The Trustee is authorized and directed to execute and deliver the Certificates pursuant to the terms of the Program Trust Agreement on behalf of the Local Agency.

Section 5. The form of Certificate Purchase Agreement, on file with the City Clerk, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation") is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Certificate Purchase Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve including, without limitation, as may be necessary to provide for an engagement for Stifel, Nicolaus & Company, Incorporated to act as placement agent for a private placement of the Certificates in place of or together

with the Certificate Purchase Agreement, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the underwriter's discount and/or placement agent fee for the sale of the Certificates and/or the certificates of participation to be executed and delivered under the Program Trust Agreement, shall not exceed 0.950% of the aggregate principal amount of the principal components of the installment sale payments payable under the First Supplement to 2013 Installment Sale Agreement and delivered under the Certificate Purchase Agreement. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 6. The form of Escrow Agreement, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The form of Preliminary Official Statement, on file with the City Clerk, with such changes, insertions and omissions therein as may be approved by an Authorized Officer, is hereby approved, and the use of the Preliminary Official Statement in connection with the offering and sale of the Certificates is hereby authorized and approved. Any one of the Authorized Officers is hereby authorized and directed to provide the Underwriter with such information relating to the City as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the City therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule") and information describing other local agencies therein which may participate in the Program, hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to any Certificate Insurer or Certificate Insurance Policy. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the City might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter. Each Authorized Officer is authorized and directed, and the Authority is hereby authorized and directed, at or after the time of the sale of the Certificates, for and in the name and on behalf of the City, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the City and the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The form of Continuing Disclosure Agreement, on file with the City Clerk, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the City, to execute and deliver the Continuing Disclosure Agreement in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. With the passage of this Resolution, the City hereby certifies that the City's obligations under the First Supplement to 2013 Installment Sale Agreement including, without limitation, to make the 2020 Installment Sale Payments payable as provided in the First Supplement to 2013 Installment Sale Agreement as contemplated by this Resolution is in compliance with the Debt Management Policy and instructs Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, on behalf of the City with respect to the Certificates described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Certificates to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Government Code Section 8855, and (b) to check, on behalf of the City, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to Government Code Section 8855.

Section 10. In accordance with SB 450, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Certificates, (b) the sum of all fees and charges paid to third parties with respect to the Certificates, (c) the amount of proceeds of the Certificates expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Certificates, and (d) the sum total of all debt service payments on the Certificates calculated to the final maturity of the Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Certificates.

Section 11. The Authority is hereby authorized to apply for a Certificate Insurance Policy and/or a reserve surety bond or policy for the Certificates and to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Certificates.

Section 12. The appointment of Stifel, Nicolaus & Company, Incorporated as the Underwriter of the Certificates, Urban Futures Inc. as municipal advisor to the City and Orrick, Herrington & Sutcliffe LLP as special counsel is hereby approved.

Section 13. The Authorized Officer designated below and any and all other officers, agents and employees of the City are hereby authorized and directed to take any and all actions including the substitution of the trustee and the sale and deposit of the Certificates under the Program Trust Agreement, and execute and deliver any and all documents necessary or convenient to accomplish the purposes of this Resolution.

Authorized Officers:

TITLE

- (1) Mayor
- (2) City Manager
- (3) Assistant City Manager/Chief Financial Officer/City Treasurer

Section 14. All actions heretofore taken by the officers, employees and agents of the City with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 15. This Resolution shall be in full force and effect upon its adoption.

Attachment: City Resolution - Moreno Valley TRIP Refunding Series 2020 4149-3679-4404 4 (4128 : RESOLUTIONS APPROVING THE

APPROVED AND ADOPTED this September __, 2020.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: City Resolution - Moreno Valley TRIP Refunding Series 2020 4149-3679-4404 4 (4128 : RESOLUTIONS APPROVING THE

EXHIBIT A**GOOD FAITH ESTIMATES**

The following information was provided by the City of Moreno Valley (the “City”) and obtained from the Program Advisor and the Underwriter, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the City’s 2020 Installment Sale Payments (as defined in the Installment Sale Agreement to be executed by the City) and the certificates of participation evidencing and representing proportionate and undivided interests in Installment Sale Payments scheduled to be made by the City and the certificates of participation to be executed and delivered under the Program Trust Agreement (the “Certificates”):

1. *True Interest Cost of the Certificates.* Assuming the estimated aggregate principal amount of the Certificates evidencing and representing a proportionate, undivided interest in the City’s 2020 Installment Sale Payments to be executed and delivered (\$20,995,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Certificates, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Certificates, is 2.69%.

2. *Finance Charge of the Certificates.* Assuming the estimated aggregate principal amount of the Certificates evidencing and representing a proportionate, undivided interest in the City’s 2020 Installment Sale Payments to be executed and delivered (\$20,995,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Certificates, which means the sum of all fees and charges paid to third parties (or costs associated with the Certificates), is \$604,988.46.

3. *Amount of Proceeds to be Received.* Assuming the estimated aggregate principal amount of the Certificates evidencing and representing a proportionate, undivided interest in the City’s 2020 Installment Sale Payments to be executed and delivered (\$20,995,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the City from sale of the Certificates less the finance charge of the Certificates described in paragraph 2 above and any reserves or capitalized interest paid or funded with proceeds of the Certificates, is \$20,370,012.

4. *Total Payment Amount.* Assuming the estimated aggregate principal amount of the Certificates evidencing and representing a proportionate, undivided interest in the City’s 2020 Installment Sale Payments to be executed and delivered (\$20,995,000) is sold, and based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay its 2020 Installment Sale Payments with respect to the Certificates plus the finance charge of the Certificates described in paragraph 2 above not paid with the proceeds of the Certificates, calculated to the final maturity of the Certificates, is \$26,351,051.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from those presently estimated due to variations from these estimates in the timing of the sale of the Certificates, the actual principal amount of Certificates sold, the amortization of the Certificates sold and market interest rates at the time of sale. The date of sale and the amount of Certificates sold will be determined by the City based on need for improvement funds and other factors. The actual interest rates at which the Certificates will be sold will depend on the bond market at the time of sale. The actual amortization of the Certificates will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the City’s control. The City Council has approved the execution and delivery of the Certificates provided that the present value savings with respect to the refunding of the

Series 2013 Certificates is at least 3% of the principal evidenced by the Series 2013 Certificates using the yield on the Certificates as the discount rate.

Attachment: City Resolution - Moreno Valley TRIP Refunding Series 2020 4149-3679-4404 4 (4128 : RESOLUTIONS APPROVING THE

CLERK'S CERTIFICATE

The undersigned, City Clerk of the City of Moreno Valley, does hereby certify as follows:

The foregoing resolution is a full, true and correct copy of a resolution duly adopted by a vote of a majority of the City Council of the City of Moreno Valley at a regular meeting of said Council duly and regularly and legally held at the Council Chambers of the City Council, City Hall, 14177 Frederick Street, Moreno Valley, California, on September __, 2020, of which all of such members had due notice, as follows:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 14177 Frederick Street, Moreno Valley, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 2020

Pat Jacquez-Nares
City Clerk of the City of Moreno Valley

[Seal]

Attachment: City Resolution - Moreno Valley TRIP Refunding Series 2020 4149-3679-4404 4 (4128 : RESOLUTIONS APPROVING THE

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020

NEW ISSUE – BOOK-ENTRY ONLY

INSURED RATING: Standard & Poor's: "____"
UNDERLYING RATING: Standard & Poor's: "____"
(See "RATINGS")

In the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Installment Sale Payments paid by each Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Special Counsel is of the opinion that the interest on the Installment Sale Payments paid by each Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates is exempt from State of California personal income taxes. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Installment Sale Payments. See "TAX MATTERS."

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATES OF PARTICIPATION, SERIES 2020
(FEDERALLY TAXABLE) (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)
Evidencing Proportionate and Undivided Interest of the Owners Thereof
in Installment Sale Payments to be Made by
Participating Local Agencies
Pursuant to Certain 2020 Installment Sale Agreements

Dated: Date of Delivery

Due: June 1, as shown on inside cover

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THE CERTIFICATES. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the "Certificates"), are being executed and delivered in the aggregate principal amount of \$_____ by Wilmington Trust, N.A., as trustee (the "Trustee"), pursuant to the provisions of a Trust Agreement, dated as of _____ 1, 2020 (the "Trust Agreement"), by and among the California Statewide Communities Development Authority (the "Authority"), the Trustee, and the local agencies named therein (each, a "Local Agency" and, collectively, the "Local Agencies"). Capitalized terms used on this cover page and not otherwise defined shall have the meanings ascribed to them elsewhere in this Official Statement. See in particular "APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions."

The proceeds from the sale of the Certificates will be used to (i) refinance the design, acquisition, and construction of certain local roadway and street improvement projects within the jurisdiction of each Local Agency, as applicable (each, a "Project" and, collectively, the "Project"), (ii) purchase insurance policies that constitute Qualified Reserve Instruments (as defined herein) in lieu of the required deposit to the applicable reserve subaccounts for each Local Agency within the reserve fund for the Certificates, and (iii) pay the costs incurred in connection with the execution, sale, and delivery of the Certificates. The Authority will sell each Project to the applicable Local Agency pursuant to a 2020 Installment Sale Agreement, each dated as of _____ 1, 2020 (each, a "2020 Installment Sale Agreement" and, collectively, the "2020 Installment Sale Agreements"), by and between the Authority and the applicable Local Agency. See "ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS," "THE LOCAL AGENCIES," and "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund."

Each Local Agency is required under its 2020 Installment Sale Agreement to make installment sale payments (collectively, the "Installment Sale Payments") to the Authority, which Installment Sale Payments are payable from a first lien on all Measure A Receipts (as defined herein), generally consisting of certain amounts received by the Local Agency from a 0.5% sales tax that will be collected in the County of Riverside, California, for a thirty-year period ending on June 30, 2039, to the extent the applicable Project constitutes a Measure A Project (as defined herein), in an amount not greater than the Installment Sale Payments related to such Measure A Project. The Installment Sale Payments required to be paid by the City of Desert Hot Springs and the City of Menifee, each a Local Agency, to the Authority are also payable from a first lien on all Gas Tax Revenues (as defined herein), generally consisting of certain amounts received by each such Local Agency from taxes imposed on the sale of motor vehicle fuels. Installment Sale Payments are scheduled in an amount sufficient to pay, when due, the annual principal and interest with respect to the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES," "MEASURE A REVENUES; MEASURE A RECEIPTS," and "RISK FACTORS." The Measure A Receipts are the sole source of payment of the Installment Sale Payments. Neither the general fund of any Local Agency nor any other moneys of any Local Agency are available to pay or secure the Installment Sale Payments or the Certificates. The obligation of each Local Agency to pay its Installment Sale Payments is not subject to abatement.

The Certificates will be executed and delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Certificates. Individual purchases of Certificates may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Certificates purchased. See "THE CERTIFICATES – Book-Entry Only System."

Payments of principal and interest with respect to the Certificates will be made by the Trustee to DTC, which will in turn remit such principal and interest to its participants for subsequent dispersal to beneficial owners of the Certificates as described herein. Interest with respect to the Certificates is payable semiannually each June 1 and December 1, commencing _____ 1, 20____, until the maturity or the earlier prepayment thereof. Principal with respect to the Certificates will be paid on each June 1, commencing _____ 1, 20____, upon surrender of such Certificate at the principal corporate office of the Trustee upon maturity or the earlier prepayment thereof.

The Certificates are subject to optional, mandatory, and mandatory sinking fund prepayment prior to their stated principal payment dates as described herein.

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Certificates by _____. See "CERTIFICATE INSURANCE POLICY" and "APPENDIX E – SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

[insurer logo]

THE OBLIGATION OF EACH LOCAL AGENCY TO MAKE INSTALLMENT SALE PAYMENTS UNDER ITS 2020 INSTALLMENT SALE AGREEMENT IS A SPECIAL OBLIGATION OF SUCH LOCAL AGENCY PAYABLE SOLELY FROM MEASURE A RECEIPTS AND, IN THE CASE OF THE CITY OF DESERT HOT SPRINGS AND THE CITY OF MENIFEE, ALSO GAS TAX REVENUES, AND DOES NOT CONSTITUTE A DEBT OF SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE AUTHORITY, THE STATE OF CALIFORNIA (THE "STATE"), OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

[See Maturity Schedule on Inside Cover]

The Certificates are offered when, as, and if executed and delivered to and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel to the Local Agencies. Certain legal matters will be passed upon for the Authority by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, for the City of Desert Hot Springs by Stream Kim Hicks Wrage & Alfaro, P.C., Riverside, California, its City Attorney, for the City of Menifee by its City Attorney, for the City of Moreno Valley by its City Attorney, and for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California, as Underwriter's Counsel. It is anticipated that the Certificates in book-entry form will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2020.



Dated: _____, 2020

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

MATURITY SCHEDULE

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP ⁽¹⁾ No.	Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP ⁽¹⁾ No.
---------------------------	------------------	---------------	-------	-------	--------------------------	---------------------------	------------------	---------------	-------	-------	--------------------------

\$ _____ % Term Certificates due June 1, 20__ ; Yield: _____ %; Price: _____ ; CUSIP⁽¹⁾No. _____

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services (“CGS”), managed by S&P Capital IQ on behalf of The American Bankers Association. These data are not intended to create a database and do not serve in any way as a substitute for the CGS database. None of the Authority, the Local Agencies, or the Underwriter are responsible for the selection or correctness of the CUSIP numbers set forth herein. CUSIP numbers have been assigned by an independent company not affiliated with the Authority, the Local Agencies, or the Underwriter and are included solely for the convenience of the registered owners of the Certificates. None of the Authority, the Local Agencies, or the Underwriter are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness with respect to the Certificates or as included herein. The CUSIP number for a specific maturity of Certificate is subject to being changed after the execution and delivery of the Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Certificates.

PARTICIPATING LOCAL AGENCIES

City of Desert Hot Springs, California

Scott Matas, *Mayor*
Robert Griffith, *Mayor Pro-Tem*
Russell Betts, *Council Member*
Gary Gardner, *Council Member*
Jan Pye, *Council Member*

Chuck Maynard, *City Manager*
Geoffrey Buchheim, *Finance Director*
Jerryl Soriano, *City Clerk*

City of Menifee, California

Bill Zimmerman, *Mayor*
Matt Leisemeyer, *Mayor Pro-Tem*
Greg August, *Council Member*
Dean Deines, *Council Member*
Lisa Sobek, *Council Member*

Armando G. Villa, *City Manager*
Wendy Preece, *Deputy Finance Director*
Sarah Manwaring, *City Clerk*

City of Moreno Valley, California

Dr. Yxstian Gutierrez, *Mayor*
Victoria Baca, *Mayor Pro-Tem*
Ulises Cabrera, *Councilmember*
David Marquez, *Councilmember*
Dr. Carla J. Thornton, *Councilmember*

Mike Lee, *City Manager*
Marshall Eyerman, *Assistant City Manager/Chief
Financial Officer/City Treasurer*
Pat Jacquez-Nares, *City Clerk*

PROFESSIONAL SERVICES

Special Counsel

Orrick, Herrington & Sutcliffe LLP
Los Angeles, California

Underwriter's Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Trustee

Wilmington Trust, N.A.
Costa Mesa, California

Municipal Advisor

Urban Futures, Inc.
Orange, California

Verification Agent

Causey Demgen & Moore P.C.
Denver, Colorado

No dealer, broker, salesperson, or other person has been authorized by any Local Agency, the Authority, or Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy the Certificates, nor shall there be any sale of the Certificates, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale.

This Official Statement is not to be construed to be a contract with the purchasers of the Certificates. Statements contained in this Official Statement that involve estimates, forecasts, or matters of opinion, whether or not expressly described as such herein, are intended solely as such and are not to be construed as representations of fact.

The information set forth in this Official Statement has been obtained from each Local Agency, the Authority, and other sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness and it is not to be construed as a representation by any such Local Agency or the Authority. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of any Local Agency or the Authority since the date of this Official Statement.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE CERTIFICATES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

_____ (“___” or the “Certificate Insurer”) makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, ___ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding ___ supplied by ___ and presented under the heading “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES,” “CERTIFICATE INSURANCE POLICY,” and “APPENDIX E – Specimen Municipal Bond Insurance Policy.”

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OFFICIAL STATEMENT

\$ _____*

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATES OF PARTICIPATION, SERIES 2020
(FEDERALLY TAXABLE) (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)
Evidencing Proportionate and Undivided Interest of the Owners Thereof
in Installment Sale Payments to be Made by
Participating Local Agencies
Pursuant to Certain 2020 Installment Sale Agreements**

INTRODUCTION

This Official Statement, which includes the cover page, inside cover page, Table of Contents, and Appendices (the “Official Statement”), provides certain information concerning the execution and delivery of the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), in an aggregate principal amount of \$_____. Descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for complete details of all terms and conditions therein. All statements in this Official Statement are qualified in their entirety by reference to the applicable documents.

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement, and the offering of the Certificates to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Definitions.”

Description of the Certificates

The Certificates will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. The Certificates will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Certificates.

The Certificates evidence proportionate and undivided interests of the registered owners thereof (the “Owners”) in installment sale payments (the “Installment Sale Payments”) to be made by each Local Agency (as defined herein) to the California Statewide Communities Development Authority (the “Authority”), as the purchase price for certain local roadway and street resurfacing projects throughout the geographic boundaries of each Local Agency (each, a “Project” and, collectively, the “Projects”) pursuant to certain 2020 Installment Sale Agreements, each dated as of _____ 1, 2020 (each, a “2020 Installment Sale Agreement” and, collectively, the “2020 Installment Sale Agreements”), each by and between the Authority and the applicable Local Agency. The Local Agencies consist of the City of Desert Hot Springs, California (the “City of Desert Hot Springs”), the City of Menifee, California (the “City of Menifee”), and the City of Moreno Valley, California (the “City of Moreno Valley”). The City of Desert Hot Springs, the City of Menifee, and the City of Moreno Valley are each defined herein as a

* Preliminary; subject to change.

“Local Agency” and collectively defined herein as the “Local Agencies.” See “THE CERTIFICATES,” “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES,” and “THE LOCAL AGENCIES.”

Authorization

The Certificates are being executed and delivered by Wilmington Trust, N.A., as trustee (the “Trustee”), pursuant to (i) a Trust Agreement, dated as of _____ 1, 2020 (the “Trust Agreement”), by and among the Authority, the Trustee, and each Local Agency, and (ii) a resolution adopted by the Authority on _____, 2020, a resolution adopted by the City of Desert Hot Springs on _____, 2020, a resolution adopted by the City of Menifee on _____, 2020, and a resolution adopted by the City of Moreno Valley on _____, 2020 (collectively, the “Resolutions”). See “THE CERTIFICATES – Authorization” and Registration of Certificates” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Judicial Validations

Each of the Local Agencies previously obtained judgments in their favor in the Superior Court of the State of California for the County of Riverside (the “Riverside County Superior Court”) pursuant to California Government Code Section 53510 *et seq.* and California Code of Civil Procedure Section 860 *et seq.* (collectively, the “Validation Law”) seeking to validate certain issues raised by the proposed execution and delivery of certificates of participation previously executed and delivered for their respective benefit. Such judgments validate not only such previously issued certificates of participation but also indebtedness incurred to prepay such prior certificates of participation for savings, and Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, in issuing its final approving opinion on the Certificates, will rely, among other things, on such judgments. See “The CERTIFICATES – Judicial Validations.”

Use of Certificate Proceeds

The proceeds from the sale of the Certificates will be used to:

(i) refinance the design, acquisition, and construction of the Projects of the City Desert Hot Springs by prepaying all of the outstanding California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2012A (T.R.I.P. – Total Road Improvement Program) (the “Desert Hot Springs 2012 Certificates”), which evidence proportionate and undivided interests in installment sale payments (the “Desert Hot Springs 2012 Installment Sale Payments”) payable by the City of Desert Hot Springs under a 2012 Installment Sale Agreement, dated as of February 1, 2012 (the “Desert Hot Springs 2012 Installment Sale Agreement”), by and between the Authority and the City of Desert Hot Springs;

(ii) refinance the design, acquisition, and construction of the Projects of the City Menifee by prepaying all of the outstanding California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2012B (T.R.I.P. – Total Road Improvement Program) (the “Menifee 2012 Certificates”), which evidence proportionate and undivided interests in installment sale payments (the “Menifee 2012 Installment Payments”) payable by the City of Menifee under a 2012 Installment Sale Agreement, dated as of May 1, 2012 (the “Menifee 2012 Installment Sale Agreement”), by and between the Authority and the City of Menifee;

(iii) refinance the design, acquisition, and construction of the Projects of the City Moreno Valley by prepaying all of the outstanding California Communities Local Measure A Sale Tax Revenues (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total

Road Improvement Program) (the “Moreno Valley 2013 Certificates” and together with the Desert Hot Springs 2012 Certificates and the Menifee 2012 Certificates, the “Prior Certificates”), which evidence proportionate and undivided interests in installment sale payments (the “Moreno Valley 2013 Installment Payments”) payable by the City of Moreno Valley under a 2013 Installment Sale Agreement, dated as of August 1, 2013 (the “Moreno Valley 2013 Installment Sale Agreement” and together with the Desert Hot Springs 2012 Installment Sale Agreement and the Menifee 2012 Installment Sale Agreement, the “Prior Installment Sale Agreements”), by and between the Authority and the City of Moreno Valley;

(iv) purchase insurance policies that constitute Qualified Reserve Instruments (as defined herein) in lieu of the required deposit to the applicable reserve subaccounts (each, a “Reserve Subaccount” and, collectively, the “Reserve Subaccounts”) within the reserve fund for the Certificates (the “Reserve Fund”); and

(v) pay the costs incurred in connection with the execution, sale, and delivery of the Certificates, including, but not limited to, the cost of the Certificate Insurance Policy (as defined herein).

See “REFUNDING PLAN,” “ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS,” “THE LOCAL AGENCIES” and “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund.”

Payment of Principal and Interest

Interest with respect to the Certificates is payable semiannually on June 1 and December 1, commencing _____ 1, 2020 (each, an “Interest Payment Date”), and is payable by check mailed by first class mail on the date such interest is due to the Owner at his address as it appears on the registration books maintained by the Trustee; provided, however, that an Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the 15th day after receipt of such request until such request is rescinded. Principal with respect to the Certificates will be payable on June 1 of each year, commencing _____ 1, 20__ (each, a “Certificate Payment Date”), upon surrender of such Certificate at the principal corporate trust office of the Trustee in Los Angeles, California, upon the maturity or earlier prepayment thereof. See “THE CERTIFICATES.”

Prepayment of Certificates

The Certificates are subject to optional, mandatory, and mandatory sinking fund prepayment under certain circumstances as described herein. See “THE CERTIFICATES – Prepayment of Certificates.”

Security and Sources of Payment for the Certificates

Installment Sale Payments. Pursuant to the 2020 Installment Sale Agreements with the City of Desert Hot Springs and the City of Menifee, the City of Desert Hot Springs and the City of Menifee are required to pay to the Trustee, from a first lien on the Gas Tax Revenues and Measure A Receipts (each as defined below), the Installment Sale Payments attributable to each such Local Agency. Pursuant to the 2020 Installment Sale Agreement with the City of Moreno Valley, the City of Moreno Valley is required to pay to the Trustee, from a first lien on the Measure A Receipts (as defined below), the Installment Sale Payments attributable to the City of Moreno Valley. The Installment Sale Payments, when added to the

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Installment Sale Payments received from the other Local Agencies, are designed to be sufficient, in both time and amount, to pay, when due, the principal and interest evidenced and represented by the Certificates. Each Local Agency is solely responsible for the payment of the Installment Sale Payments required to be paid pursuant to its 2020 Installment Sale Agreement, and no Local Agency is responsible for the payment of any Installment Sale Payments attributable to any other Local Agency.

The term “Gas Tax Revenues” is defined in the 2020 Installment Sale Agreements with the City of Desert Hot Springs and the City of Menifee to mean all amounts received by the applicable Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d), (e) and (f), 2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the applicable Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the applicable Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the applicable Local Agency from the State in lieu of such revenues.

The term “Measure A Receipts” is defined in the 2020 Installment Sale Agreements to mean Measure A Revenues (as defined below) allocated by the Riverside County Transportation Commission (the “Commission”) to the applicable Local Agency pursuant to the Measure A Ordinance, to the extent the applicable Project constitutes a Measure A Project (as defined below), in an amount not greater than the Installment Sale Payments related to such Measure A Project. The term “Measure A Revenues” is defined in each 2020 Installment Sale Agreement to mean revenues of the Commission derived from a retail transactions and use tax (the “Measure A Sales Tax”) imposed in the County of Riverside, California (the “County”) pursuant to the Riverside County Transportation Sales Tax Act, Division 25 (Section 240000 *et seq.*) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented (the “Measure A Sales Tax Act”), and the Measure A Ordinance. The term “Measure A Ordinance” is defined in each 2020 Installment Sale Agreement to mean Ordinance No. 02-001, the Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance, adopted by the Commission on May 8, 2002, and approved by at least two-thirds of electors voting on such proposition in the November 5, 2002 election, as supplemented and amended. The term “Measure A Project” is defined in each 2020 Installment Sale Agreement to mean a capital project for which Measure A Receipts may be expended. The City of Desert Hot Spring’s entire Project constitutes a Measure A Project, the City of Menifee’s entire Project constitutes a Measure A Project, and the City of Moreno Valley’s entire Project constitutes a Measure A Project. All such Projects have either been completed or substantially completed.

A portion of Measure A Revenues are allocated by the Commission to the Local Agencies for the Local Agency’s local streets and roads program on a basis that is subordinate to the Commission’s payment of its Senior Lien Measure A Obligations, as described herein. See “MEASURE A REVENUES; MEASURE A RECEIPTS – Senior Lien Measure A Obligations” and “ – Collection and Allocation of Measure A Revenues” and “RISK FACTORS – Senior Lien Measure A Obligations.” In addition, only the portion of Measure A Revenues allocated by the Commission to the Local Agencies constituting Measure A Receipts may be applied to pay the Installment Sale Payments attributable to the Local Agencies. In addition, while Measure A Revenues will be collected in the County for a thirty-year period ending on June 30, 2039, Installment Sale Payments will be payable by the Local Agencies through and including June 1, 2042. Investors should be aware that no Measure A Revenues will be allocated by the Commission to each Local Agency and be available to make Installment Sale Payments in fiscal years 2040, 2041, and 2042. See “RISK FACTORS – Limitations on Use of Measure A Revenues.”

Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority’s rights and remedies under the 2020 Installment Sale Agreements, including, but not limited to, the Authority’s security interest in and lien upon the Gas Tax Revenues received by the City of Desert Hot

Springs and the City of Menifee and Measure A Receipts received by all three of the Local Agencies. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES,” “MEASURE A REVENUES; MEASURE A RECEIPTS,” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Reserve Fund and Reserve Subaccounts. Pursuant to the Trust Agreement, the Trustee is required to maintain amounts on deposit in the applicable Reserve Subaccount of the Reserve Fund for each Local Agency, which amounts are held by the Trustee and pledged to the payment of principal and interest with respect to the Certificates, in amounts equal to each such Local Agency’s Reserve Fund Requirement (as defined herein) for such Reserve Subaccount. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Reserve Fund” and “– Reserve Policies” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement.”

Certificate Insurance Policy. Concurrently with the execution and delivery of the Certificates, _____ (the “Certificate Insurer”) will issue its Municipal Bond Insurance Policy for the Certificates (the “Certificate Insurance Policy”). The Certificate Insurance Policy guarantees the scheduled payment of principal and interest with respect to the Certificates when due as set forth in the form of the Certificate Insurance Policy included as Appendix E to this Official Statement. See “CERTIFICATE INSURANCE POLICY.”

Special, Limited Obligation of the Local Agencies

THE OBLIGATION OF EACH LOCAL AGENCY TO MAKE INSTALLMENT SALE PAYMENTS UNDER ITS 2020 INSTALLMENT SALE AGREEMENT IS A SPECIAL OBLIGATION OF SUCH LOCAL AGENCY PAYABLE SOLELY FROM MEASURE A RECEIPTS AND, IN THE CASE OF THE CITY OF DESERT HOT SPRINGS AND THE CITY OF MENIFEE, ALSO GAS TAX REVENUES, AND DOES NOT CONSTITUTE A DEBT OF SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE AUTHORITY, THE STATE OF CALIFORNIA (THE “STATE”), OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH SUCH LOCAL AGENCY, ANY OTHER LOCAL AGENCY, THE STATE, OR ANY POLITICAL SUBDIVISION OF THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

Continuing Disclosure

In connection with the execution and delivery of the Certificates, each Local Agency will covenant in a separate continuing disclosure agreement (each, a “Continuing Disclosure Agreement” and, collectively, the “Continuing Disclosure Agreements”), executed for the benefit of Owners, to provide certain financial information and operating data and notices of certain events. See “CONTINUING DISCLOSURE” and “APPENDIX D – FORM OF LOCAL AGENCY CONTINUING DISCLOSURE AGREEMENT.”

Forward-Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and

Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “intend,” “expect,” “propose,” “estimate,” “project,” “budget,” “anticipate,” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties, and other factors that may cause the actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. No updates or revisions to these forward-looking statements are expected to be issued if or when the expectations, events, conditions, or circumstances on which such statements are based change. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such forward-looking statements. **READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF.**

COVID-19 Pandemic

The information regarding the Local Agencies, including without limitation, Gas Tax Revenues, and Measure A Revenues, as applicable, and information regarding the County contained in this Official Statement is the latest available, but unless otherwise indicated are as of dates and for periods before the economic impact of the COVID-19 pandemic and measures instituted to slow it. Accordingly, such information is not necessarily indicative of the current financial condition or future prospects of the Local Agencies, the County and the region. See, in particular, “RISK FACTORS – Public Health Emergencies.”

Risk Factors Associated with Purchasing the 2020 Bonds

Investment in the Certificates involves risks that may not be appropriate for some investors. See “RISK FACTORS” for a discussion of certain risk factors which should be considered, including the potential impact of the COVID-19 pandemic, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Certificates.

References Qualified

The summaries of and references to all documents, statutes, reports, and other instruments referred to in this Official Statement do not purport to be complete, comprehensive, or definitive, and each such summary and reference is qualified in its entirety by reference to each such document, statute, report, or instrument.

REFUNDING PLAN

Refunding of Desert Hot Springs 2012 Certificates

The Desert Hot Springs 2012 Certificates were executed and delivered for the purpose of financing the City of Desert Hot Springs’ Project and are currently outstanding in the principal amount of \$4,955,000.

A portion of the proceeds of the Certificates, together with certain funds made available through the prepayment of the outstanding Desert Hot Springs 2012 Certificates, will be deposited in an escrow fund (the “Desert Hot Springs 2012 Certificates Escrow Fund”) with Wells Fargo Bank, N.A., as escrow agent (the “Escrow Agent”), pursuant to an Escrow Agreement, dated as of _____ 1, 2020, by and between the City of Desert Hot Springs and the Escrow Agent. A portion of the amounts so deposited will be invested by the Escrow Agent in federal securities, and the remainder will be held in cash, uninvested. From the proceeds on deposit in the Desert Hot Springs 2012 Certificates Escrow Fund, Escrow Agent will pay when due (i) the interest and principal coming due with respect to the Desert Hot Springs 2012 Certificates on and prior to June 1, 2022 and (ii) to prepay on June 1, 2022, the Desert Hot Springs 2012 Certificates maturing after June 1, 2022 at the principal evidenced and represented by the Desert Hot Springs 2012 Certificates plus accrued interest to June 1, 2022, without premium.

Refunding of Menifee 2012 Certificates

The Menifee 2012 Certificates were executed and delivered for the purpose of financing the City of Menifee’s Project and are currently outstanding in the principal amount of \$17,025,000.

A portion of the proceeds of the Certificates, together with certain funds made available through the prepayment of the outstanding Menifee 2012 Certificates, will be deposited in an escrow fund (the “Menifee 2012 Certificates Escrow Fund”) with the Escrow Agent, pursuant to an Escrow Agreement, dated as of _____ 1, 2020, by and between the City of Menifee and the Escrow Agent. A portion of the amounts so deposited will be invested by the Escrow Agent in federal securities, and the remainder will be held in cash, uninvested. From the proceeds on deposit in the Menifee 2012 Certificates Escrow Fund, the Escrow Agent will pay when due (i) the interest and principal coming due with respect to the Menifee 2012 Certificates on and prior to June 1, 2022 and (ii) to prepay on June 1, 2022 the Menifee 2012 Certificates maturing after June 1, 2022 at the principal evidenced and represented by the Menifee 2012 Certificates plus accrued interest to June 1, 2022, without premium.

Refunding of Moreno Valley 2013 Certificates

The Moreno Valley 2013 Certificates were executed and delivered for the purpose of financing the City of Moreno Valley’s Project and are currently outstanding in the principal amount of \$17,885,000.

A portion of the proceeds of the Certificates, together with certain funds made available through the prepayment of the outstanding Moreno Valley 2013 Certificates, will be deposited in an escrow fund (the “Moreno Valley 2013 Certificates Escrow Fund”) with the Escrow Agent, pursuant to an Escrow Agreement, dated as of _____ 1, 2020, by and between the City of Moreno Valley and the Escrow Agent. A portion of the amounts so deposited will be invested by the Escrow Agent in federal securities, and the remainder will be held in cash, uninvested. From the proceeds on deposit in the Menifee 2012 Certificates Escrow Fund, the Escrow Agent will pay when due (i) the interest and principal coming due with respect to the Moreno Valley 2013 Certificates on and prior to June 1, 2023 and (ii) to prepay on June 1, 20203 the Moreno Valley 2013 Certificates maturing after June 1, 2023 at the principal evidenced

and represented by the Moreno Valley 2013 Certificates plus accrued interest to June 1, 2023, without premium.

Verification of Mathematical Accuracy

The sufficiency of the deposits in the Desert Hot Springs 2012 Certificates Escrow Fund, Menifee 2012 Certificates Escrow Fund, and the Moreno Valley 2013 Certificates Escrow Fund for the purposes described above will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the “Verification Agent”). Assuming the accuracy of the Verification Agent’s computations, as a result of the deposit and application of funds as provided in Desert Hot Springs 2012 Certificates Escrow Fund, Menifee 2012 Certificates Escrow Fund, and the Moreno Valley 2013 Certificates Escrow Fund, the obligations of each of the Local Agency under their respective Prior Installment Sale Agreement will be discharged.

The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

ESTIMATED SOURCES AND USES OF CERTIFICATE PROCEEDS

The following table details the estimated sources and uses of Certificate proceeds.

Estimated Sources:

Principal Amount Represented by Certificates	\$
[Plus/Less]: Net Original Issue [Premium/Discount]	
Plus: Funds Relating to the Prior Certificates	
Less: Underwriter’s Discount	
Total Sources	\$

Estimated Uses:

Deposit into the Costs of Issuance Fund ⁽¹⁾	\$
Deposit into the Desert Hot Springs 2012 Certificates Escrow Fund ⁽²⁾	
Deposit into the Menifee 2012 Certificates Escrow Fund ⁽²⁾	
Deposit into the Moreno Valley 2013 Certificates Escrow Fund ⁽²⁾	
Total Uses	\$

⁽¹⁾ Moneys in the Costs of Issuance Fund are expected to be used to pay the fees and expenses of Special Counsel, Underwriter’s Counsel, the Trustee, the Municipal Advisor, premiums on the Certificate Insurance Policy and Reserve Policies, and the rating agency, as well as printing and other miscellaneous costs.

⁽²⁾ See “REFUNDING PLAN” above.

THE CERTIFICATES

Authorization and Registration of Certificates

The Certificates are being executed and delivered by the Trustee pursuant to the Trust Agreement and the Resolutions. The Certificates will be dated the date of their initial delivery and will mature on the dates and in the principal amounts set forth on the inside cover page hereof. The Certificates will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, which will act as securities depository for the Certificates. See “THE CERTIFICATES – Book-Entry Only System” and “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement.”

Judicial Validations

City of Desert Hot Springs Validation. The City of Desert Hot Springs filed the complaint (the “Desert Hot Springs Validation Action”) in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Desert Hot Springs 2012 Certificates, which evidence proportionate and undivided interests in the Desert Hot Springs 2012 Installment Payments. The City of Desert Hot Springs filed the Desert Hot Springs Validation Action on August 29, 2011. There was no answering party in the action and, on November 18, 2011, the City of Desert Hot Springs obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment could only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment (i.e., by no later than December 18, 2011) and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action could be raised during such period. The appeal period for such action expired on December 18, 2011.

The above-described judgment validate not only the Desert Hot Springs 2012 Certificates but also indebtedness incurred to prepay such prior certificates of participation for savings, and Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, in issuing its final approving opinion on the Certificates, will rely, among other things, on the above-described judgment. As with any judgment, there can be no assurance that these judgments will not be challenged in the future, although no such challenge has been filed, and the City of Desert Hot Springs is unaware of any threatened challenge to such judgment.

City of Menifee Validation. The City of Menifee filed the complaint (the “Menifee Validation Action”) in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the 2012 Menifee Certificates, which evidence proportionate and undivided interests in the Menifee 2012 Installment Payments. The City of Menifee filed the Menifee Validation Action on September 9, 2011. There was no answering party in the action and, on November 18, 2011, the City of Menifee obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment could only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment (i.e., by no later than December 19, 2011) and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action could be raised during such period. The appeal period for such action expired on December 19, 2011.

The above-described judgment validate not only the Menifee 2012 Certificates but also indebtedness incurred to prepay such prior certificates of participation for savings, and Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, in issuing its final approving opinion on the

Certificates, will rely, among other things, on the above-described judgment. As with any judgment, there can be no assurance that these judgments will not be challenged in the future, although no such challenge has been filed, and the City of Menifee is unaware of any threatened challenge to such judgment.

City of Moreno Valley Validation. The City of Moreno Valley filed the complaint (the “Moreno Valley Validation Action”) in the Riverside County Superior Court pursuant to the Validation Law seeking to validate certain issues raised by the proposed execution and delivery of the Moreno Valley 2013 Certificates, which evidence proportionate and undivided interests in the Moreno Valley 2013 Installment Payments. The City of Moreno Valley filed the Moreno Valley Validation Action on January 20, 2012. There was no answering party in the action and, on March 21, 2012, the City of Moreno Valley obtained a judgment in its favor that enjoins the institution of any action or proceeding raising any issue as to which such judgment is binding and conclusive. An appeal of such judgment could only be filed with the Riverside County Superior Court within 30 days after the entry of such judgment (i.e., by no later than April 21, 2012) and, since there was no answering party in the action, only issues related to the jurisdiction of the Riverside County Superior Court to enter a judgment in the action could be raised during such period. A resident appealed the judgment of the Superior Court and, on May 14, 2013, the judgment was affirmed by the California Court of Appeal. Judgment on appeal in favor of the City and affirmation of the judgment of the Riverside County Superior Court was granted on July 16, 2013, and the judgment of the Riverside County Superior Court is final.

The above-described judgment validate not only the Moreno Valley 2013 Certificates but also indebtedness incurred to prepay such prior certificates of participation for savings, and Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Special Counsel, in issuing its final approving opinion on the Certificates, will rely, among other things, on the above-described judgment. As with any judgment, there can be no assurance that these judgments will not be challenged in the future, although no such challenge has been filed, and the City of Moreno Valley is unaware of any threatened challenge to such judgment.

Payment of Certificates

The Certificates will be executed and delivered in fully registered form without coupons and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Certificates. Individual purchases of Certificates may be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof for each maturity. Purchasers will not receive certificates representing their interest in the Certificates purchased. Payments of principal and interest with respect to the Certificates will be made by the Trustee to DTC, which will in turn remit such principal and interest to its participants for subsequent dispersal to beneficial owners of the Certificates as described herein. Interest with respect to the Certificates is payable semiannually on each Interest Payment Date, commencing _____ 1, 20__, until the maturity or the earlier prepayment thereof. Principal and any prepayment premiums with respect to each Certificate will be paid on each Certificate Payment Date upon surrender of such Certificate at the principal corporate office of the Trustee upon maturity or the earlier prepayment thereof. See “THE CERTIFICATES – Book-Entry Only System.”

Prepayment of Certificates

Optional Prepayment of Certificates. The Certificates maturing on or before June 1, 20__, are not subject to optional prepayment prior the respective stated maturities. The Certificates maturing on or after June 1, 20__, will be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of a Local Agency, on or after June 1, 20__, in whole or in part (by lot within any maturity), on any date, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. Each respective Local Agency is required to

provide written notice to the Authority and the Trustee at least 45 days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the Installment Sale Payments to be prepaid.

[Only the principal amount of Certificates allocable to the portion of the Installment Sale Payments being prepaid by the applicable Local Agency shall be prepaid, and such prepayment shall have no effect on the Installment Sale Payments payable by any other Local Agency that is not prepaying the Installment Sale Payments attributable to such other Local Agency.]

Mandatory Prepayment of Certificates Upon Acceleration. The Certificates are subject to mandatory prepayment prior to maturity, in whole or in part (by lot among Certificates with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate), on any date, from amounts received upon the acceleration of Installment Sale Payments upon the occurrence of an event of default under any 2020 Installment Sale Agreement, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

Only the principal amount of Certificates allocable to the portion of the Installment Sale Payments being accelerated upon the occurrence of an event of default under the applicable 2020 Installment Sale Agreement shall be prepaid, and such prepayment shall have no effect on the Installment Sale Payments payable by any other Local Agency that is not in default under its applicable 2020 Installment Sale Agreement.

Mandatory Sinking Fund Prepayment. The Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	<u>Principal Amount</u>
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(Maturity)

The amount of each such prepayment shall be reduced in the event and to the extent that Installment Sale Payments payable on the corresponding 2020 Installment Sale Payment Date are optionally prepaid by a Local Agency pursuant to its respective 2020 Installment Sale Agreement and applied to the prepayment of Certificates maturing on June 1, 20__.

Purchase of Certificates in Lieu of Prepayment

In lieu of prepayment of any Certificates, amounts on deposit in the Revenue Fund held under the Trust Agreement, or in any sinking account therein, may also be used and withdrawn by the Trustee at any time, upon the written request of the Authority, for the purchase of such Certificates at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest that is payable from the Interest Fund) as the Authority, upon direction of the respective Local

Agency, may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date. The principal amount represented by any Certificates so purchased by the Trustee in any twelve-month period ending 60 days prior to any Certificate Payment Date in any year will be credited towards and shall reduce the principal amount represented by any Certificates required to be prepaid on such Certificate Payment Date in such year.

Selection of Certificates for Prepayment

Whenever provision is made in the Trust Agreement for the prepayment or purchase of less than all of the Certificates or any given portion thereof, the Trustee will, subject to the following sentence, select the Certificates to be prepaid or purchased, from all Certificates subject to prepayment or purchase or such given portion thereof equal to a multiple of \$5,000 or any integral multiple thereof not previously called for prepayment or purchase. Upon notice of any optional prepayment pursuant to the Trust Agreement, or receipt of moneys resulting in a mandatory prepayment pursuant to the Trust Agreement, the Trustee will request the Cash Flow Consultant to prepare a Cash Flow Report identifying the principal amount and maturities of the Certificates to be prepaid. The Trustee will promptly notify the Authority in writing of any prepayment or purchase of Certificates and of the Certificates or portions thereof so selected for prepayment or purchase.

Notice of Prepayment; Effect of Notice

So long as DTC is acting as securities depository for the Certificates, notice of redemption, containing the information required by the Trust Agreement, will be mailed by first class mail, postage prepaid, by the Trustee to DTC (not to the Beneficial Owners of any Certificates designated for redemption) not less than thirty (30) nor more than sixty (60) days prior to the prepayment or purchase date, or, if the Certificates are no longer held by the Depository, to the Securities Depositories and the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (“EMMA”) System. Each notice of prepayment or purchase shall state the date of such notice, the date of initial execution and delivery of the Certificates, the prepayment or purchase date, the Prepayment Price or Purchase Price, the place or places of prepayment or purchase (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the Certificates of each Certificate Payment Date or Dates, and, if less than all of the Certificates of any such Certificate Payment Date, the distinctive certificate numbers of the Certificates with such Certificate Payment Date, to be prepaid or purchased and, in the case of Certificates to be prepaid or purchased in part only, the respective portions of the principal amount thereof to be prepaid or purchased. Each such notice shall also state that on said date there will become due and payable on each of said Certificates the Prepayment Price or Purchase Price represented thereby or of said specified portion of the principal amount thereof in the case of a Certificate to be prepaid or purchased in part only, together with interest accrued with respect thereto to the prepayment or purchase date, and that from and after such prepayment or purchase date, interest thereon shall cease to accrue, and shall require that such Certificates be then surrendered at the address or addresses of the Trustee specified in the prepayment or purchase notice. Conditional notice of prepayment may be given at the direction of the Authority and shall be given if funds sufficient to prepay the Certificates are not then on deposit with the Trustee.

Conditional notice of optional prepayment may be given at the direction of the Authority and shall be given if funds sufficient to prepay the Certificates are not then on deposit with the Trustee. If at the time of mailing of notice, funds are not then on deposit with the Trustee, such notice shall state that it is conditional upon the deposit of the funds not later than the opening of business on the date of prepayment of the Certificates, and such notice shall be of no effect unless such moneys are so deposited.

Failure by the Trustee to give notice to EMMA or the Securities Depositories, or failure by the Trustee to mail notice of prepayment or purchase to any one or more of the respective Owners of any Certificates designated for prepayment or purchase, shall not affect the sufficiency of the proceedings for prepayment or purchase.

Partial Prepayment or Purchase of Certificates

Upon surrender of any Certificate to be prepaid or purchased in part only, the Trustee will execute and deliver to the registered owner thereof, at the expense of the Authority, a new Certificate or Certificates of authorized denominations, and having the same Certificate Payment Date, equal in aggregate principal amount to the unpaid or unpurchased portion of the Certificate surrendered.

Effect of Prepayment

Notice of prepayment having been duly given as described above, and moneys for payment of the principal and prepayment premium, if any, represented by the Certificates (or portions thereof) so called for prepayment (the "Prepayment Price"), together with interest accrued to the prepayment date with respect to such Certificates (or portions thereof) so called for prepayment, being held by the Trustee, on the prepayment date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and interest accrued with respect thereto to the prepayment date, interest with respect to the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) will cease to be entitled to any benefit or security under the Trust Agreement, and the Owners of said Certificates shall have no rights in respect thereof except to receive payment of said Prepayment Price and accrued interest.

Book-Entry Only System

The following information regarding DTC and its book-entry system has been provided by DTC and has not been verified for accuracy or completeness by the Authority or any Local Agency, and neither the Authority nor any Local Agency shall have any liability with respect thereto. Neither the Authority nor any Local Agency shall have any responsibility or liability for any aspects of the records maintained by DTC relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising, or reviewing any records maintained by DTC relating to beneficial ownership, of interests in the Certificates.

DTC will act as securities depository for the Certificates. The Certificates will be executed and delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate, and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of

securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com. *The foregoing reference to an internet website is made for reference and convenience only; the information contained within the website has not been reviewed by the Authority or any Local Agency and is not incorporated in this Official Statement by reference.*

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC’s records. The ownership interest of each actual purchaser of each Certificate (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners or, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Certificates within an issue are being prepaid, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC’s MMI procedures. Under

its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments with respect to the Certificates will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Certificates at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Certificates are required to be printed and delivered in accordance with the terms of the Trust Agreement.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered to DTC in accordance with the terms of the Trust Agreement.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY BELIEVES TO BE RELIABLE, BUT THE AUTHORITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF. THE AUTHORITY GIVES NO ASSURANCES THAT DTC WILL DISTRIBUTE PAYMENTS TO DTC PARTICIPANTS OR THAT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS WITH RESPECT TO THE CERTIFICATES RECEIVED BY DTC OR ITS NOMINEES AS THE REGISTERED OWNER, ANY PREPAYMENT NOTICES, OR OTHER NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Debt Service

The table below presents the annual debt service with respect to the Certificates (including sinking account prepayments) and the respective Installment Sale Payments to be made by each of the Local Agencies, assuming that there are no optional prepayments, for the year ending on June 1 in the years shown.

Debt Service Schedule

Date (June 1)	City of Desert Hot Springs Total Installment Sale Payments⁽¹⁾	City of Menifee Total Installment Sale Payments⁽¹⁾	City of Moreno Valley Total Installment Sale Payments⁽¹⁾	Certificates Principal	Certificates Interest	Certificates Total Debt Service
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⁽¹⁾ Due on or before 15 days prior to each Interest Payment Date.
Source: Underwriter.

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Installment Sale Payments

The Certificates evidence proportionate and undivided interests of the Owners thereof in the Installment Sale Payments to be made by the Local Agencies pursuant to the 2020 Installment Sale Agreements.

Pursuant to the 2020 Installment Sale Agreements with the City of Desert Hot Springs and the City of Menifee, the City of Desert Hot Springs and the City of Menifee are required to pay to the Trustee, from a first lien on the Gas Tax Revenues and Measure A Receipts, the Installment Sale Payments attributable to each such Local Agency. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Pledge of Gas Tax Revenues” and “– Pledge of Measure A Receipts.”

Pursuant to the 2020 Installment Sale Agreement with the City of Moreno Valley, the City of Moreno Valley is required to pay to the Trustee, from a first lien on the Measure A Receipts, the Installment Sale Payments attributable to the City of Moreno Valley. See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Pledge of Measure A Receipts.”

The Installment Sale Payments, when added to the Installment Sale Payments received from the other Local Agencies, are designed to be sufficient, in both time and amount, to pay, when due, the principal and interest evidenced and represented by the Certificates. Each Local Agency is solely responsible for the payment of the Installment Sale Payments required to be paid pursuant to its 2020 Installment Sale Agreement, and no Local Agency is responsible for the payment of any Installment Sale Payments attributable to any other Local Agency. “See “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES.”

Pursuant to the Trust Agreement, the Authority will assign to the Trustee, for the benefit of the Owners, its rights under the 2020 Installment Sale Agreements, including, but not limited to, the Authority’s security interest in and lien upon the Gas Tax Revenues (with respect to the City of Desert Hot Springs and the City of Menifee) and Measure A Receipts (with respect to all three Local Agencies). See “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS.”

Pledge of Gas Tax Revenues

All Gas Tax Revenues received by the City of Desert Hot Springs and the City of Menifee and any other amounts (including proceeds of the sale of the Certificates) held by the Trustee in any fund or account established under the Trust Agreement will be irrevocably pledged to the payment of the principal, interest, and prepayment premium, if any, evidenced and represented by the Certificates as provided in the Trust Agreement, and the Gas Tax Revenues will not be used for any other purpose while any of the Certificates remain outstanding; provided, however, that out of the Gas Tax Revenues and other moneys there may be applied such sums for such purposes as are permitted under the Trust Agreement. Such pledge will constitute a first pledge of and charge and lien upon the Gas Tax Revenues and all other moneys on deposit in the funds and accounts established under the Trust Agreement for the payment of the interest and principal with respect to the Certificates in accordance with the terms of the Trust Agreement. Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority’s rights and remedies under the 2020 Installment Sale Agreement, including, but not limited to, the Authority’s security interest in and lien upon the Gas Tax Revenues.

The term “Gas Tax Revenues” is defined in the 2020 Installment Sale Agreements with the City of Desert Hot Springs and the City of Menifee to mean all amounts received by the applicable Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d), (e) and (f),

2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the applicable Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the applicable Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the applicable Local Agency from the State in lieu of such revenues.

For more information regarding the Gas Tax Funds and the historical Gas Tax Revenues, see “GAS TAX REVENUES.” See also “RISK FACTORS.”

Pledge of Measure A Receipts

All Measure A Receipts held by the Trustee in any fund or account established under the Trust Agreement will be irrevocably pledged to the payment of the principal, interest, and prepayment premium, if any, evidenced and represented by the Certificates as provided in the Trust Agreement, and the Measure A Receipts will not be used for any other purpose while any of the Certificates remain outstanding; provided, however, that out of the Measure A Receipts there may be applied such sums for such purposes as are permitted under the Trust Agreement and the 2020 Installment Sale Agreements. Such pledge will constitute a first pledge of and charge and lien upon the Measure A Receipts on deposit in the funds and accounts established under the Trust Agreement for the payment of the interest and principal with respect to the Certificates in accordance with the terms of the Trust Agreement. Pursuant to the Trust Agreement, the Authority will assign to the Trustee all of the Authority’s rights and remedies under the 2020 Installment Sale Agreements, including, but not limited to, the Authority’s security interest in and lien upon the Measure A Receipts.

The term “Measure A Receipts” is defined in the 2020 Installment Sale Agreements to mean Measure A Revenues allocated by the Commission to the applicable Local Agency pursuant to the Measure A Ordinance, to the extent the applicable Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project.

The term “Measure A Revenues” is defined in each 2020 Installment Sale Agreement to mean revenues of the Commission derived from the Measure A Sales Tax imposed in the County pursuant to the Measure A Sales Tax Act, and the Measure A Ordinance. Measure A Revenues are allocated by the Commission to the Local Agencies on a basis that is subordinate to the Commission’s payment with respect to its Senior Lien Measure A Obligations, as described herein. See “MEASURE A REVENUES; MEASURE A RECEIPTS – Senior Lien Measure A Obligations” and “ – Collection and Allocation of Measure A Revenues” and “RISK FACTORS – Senior Lien Measure A Obligations.” Only the portion of Measure A Revenues allocated by the Commission to each Local Agency constituting Measure A Receipts may be applied to pay the applicable Installment Sale Payments. See “RISK FACTORS – Limitations on Use of Measure A Revenues.”

For more information regarding the portion of Measure A Revenues historically allocated by the Commission to each Local Agency, see “MEASURE A REVENUES; MEASURE A RECEIPTS.” See also “RISK FACTORS.”

Pledged Tax Fund

In order to carry out and effectuate the pledge, charge, and lien contained in the Trust Agreement, the Authority will covenant that all Gas Tax Revenues and Measure A Receipts when and as received shall be received by the Authority in trust for the benefit of the Owners and shall be deposited when and as received by the Authority in the Revenue Fund created and maintained by the Trustee under the Trust

Agreement. All Gas Tax Revenues and Measure A Receipts shall be accounted separately for each Local Agency and held in trust in the Revenue Fund.

The following funds and accounts will be established within the Revenue Fund: (i) Interest Fund and, within the Interest Fund, an Interest Payment Account for each Local Agency; (ii) Principal Fund and, within the Principal Fund, a Principal Payment Account for each Local Agency; (iii) Reserve Fund and, within the Reserve Fund, a Reserve Subaccount for each Local Agency; (iv) Administration Fund and, within the Administration Fund, an Administration Subaccount for each Local Agency; and (v) Surplus Account.

In order to carry out and effectuate the obligation of each Local Agency contained in its 2020 Installment Sale Agreement to pay the Installment Sale Payments and the Administration Fee (as defined below), each Local Agency will agree and covenant in its 2020 Installment Sale Agreement that it has established a Pledged Tax Fund (each, a "Pledged Tax Fund") and within each Pledged Tax Fund, a "Measure A Receipts Account." In addition, the City of Desert Hot Springs and the City of Menifee will agree and covenant in its 2020 Installment Sale Agreement to maintain within their respective Pledged Tax Fund, a Gas Tax Fund (each, a "Gas Tax Fund"). Each Local Agency will agree and covenant to maintain such fund and accounts, as applicable, so long as any Installment Sale Payments remain unpaid, and all money on deposit therein shall be applied and used only as provided in the applicable 2020 Installment Sale Agreement.

Each Local Agency will agree and covenant that all Measure A Receipts received by it shall be deposited when and as received in the Local Agency's Measure A Receipts Account. Additionally, the City of Desert Hot Springs and the City of Menifee will agree and covenant that all Gas Tax Revenues received by it shall be deposited when and as received in the Local Agency's Gas Tax Account. All of the Revenues (which term is defined in the 2020 Installment Sale Agreements for the City of Desert Hot Springs and the City of Menifee to mean all Gas Tax Revenues and Measure A Receipts, and in the 2020 Installment Sale Agreement for the City of Moreno Valley to mean only Measure A Receipts) and all money in the Pledged Tax Fund and in the funds or accounts so specified and provided for the 2020 Installment Sale Agreements will be irrevocably pledged to the punctual payment of the Installment Sale Payments and the Administration Fee, and the Revenues and such other money shall not be used for any other purpose while any of the Installment Sale Payments remain outstanding; subject to the provisions of the 2020 Installment Sale Agreements permitting application thereof for the purposes and on the terms and conditions set forth therein. Such pledge shall constitute a first lien on the Revenues and such other money for the payment of the Installment Sale Payments and the Administration Fee in accordance with the terms of the 2020 Installment Sale Agreements..

Notwithstanding the foregoing, each Local Agency may satisfy its obligation to deposit Installment Sale Payments with the Trustee by depositing Other Available Revenues with the Trustee, and, if and when so deposited, such Other Available Revenues shall be irrevocably pledged to the payment of Installment Sale Payments. The term "Other Available Revenues" is defined in the 2020 Installment Sale Agreements as revenues, other than Gas Tax Revenues and/or Measure A Receipts, as applicable, legally available to the applicable Local Agency to make Installment Sale Payments.

Pursuant to the 2020 Installment Sale Agreements, all Revenues on deposit in the applicable Pledged Tax Fund shall be set aside and deposited by the applicable Local Agency in the various funds and accounts within the Revenue Fund at the following times in the following order of priority:

Interest Fund and Principal Fund Deposits. On or before the 15th day preceding each Interest Payment Date, each Local Agency shall, from the Revenues in the applicable Pledged Tax Fund, transfer to the Trustee for deposit in such Local Agency's Interest Payment Account in

the Interest Fund within the Revenue Fund, a sum equal to the interest becoming due and payable on the next succeeding Interest Payment Date, except that no such deposit need be made if the Trustee then holds money in such Interest Payment Account equal to the amount of interest becoming due and payable with respect to such Local Agency on the next succeeding Interest Payment Date; and on or before the 15th day preceding each Certificate Payment Date, such Local Agency shall, from the Revenues in the applicable Pledged Tax Fund, transfer to the Trustee for deposit in such Local Agency's Principal Payment Account in the Principal Fund within the Revenue Fund, a sum equal to the principal becoming due and payable on the next succeeding Certificate Payment Date, except that no such deposit need be made if the Trustee then holds money in such Principal Payment Account equal to the amount of principal becoming due and payable with respect to such Local Agency on the next succeeding Certificate Payment Date.

Reserve Fund Deposit. On or before the 15th day of each month, each Local Agency shall, from the Revenues in the applicable Pledged Tax Fund, transfer to the Trustee for deposit in such Local Agency's Reserve Subaccount in the Reserve Fund within the Revenue Fund that sum, if any, necessary to restore such Reserve Subaccount to an amount equal to the Reserve Fund Requirement, all in accordance with and subject to the terms and conditions of the Trust Agreement. All money in the Reserve Subaccount shall be used and withdrawn by the Trustee for the purposes specified in the Trust Agreement. Each Local Agency further agrees to pay to the Insurer all amounts owed to it under the Insurance Agreement in connection with any draw on the Local Agency's Reserve Policy, and all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate, in each case solely from available Revenues and subject to the first pledge of and lien upon the Local Agency's Revenues for the payment of the Certificates.

Administration Fund Deposit. On or before the 15th day preceding each Certificate Payment Date, each Local Agency shall, from the remaining Revenues on deposit in the applicable Pledged Tax Fund, transfer to the Trustee for deposit in such Local Agency's Administration Subaccount in the Administration Fund within the Revenue Fund, a sum equal to the Administration Fee becoming due and payable under the Trust Agreement on the next Certificate Payment Date, and all money on deposit in the Administration Subaccount shall be used to pay the Administration Fee due on such Certificate Payment Date, in accordance with the terms of the Trust Agreement. "Administration Fee" means an amount equal to the sum of the respective annual administration fees charged by the Authority, the Trustee[, and the Rebate Analyst,] payable on the 15th day of the month preceding each Principal Payment Date.

Notwithstanding the foregoing, provided all transfers described above under the subheadings "Reserve Fund Deposit" and "Administrative Fund Deposit" have been made, on any Business Day moneys on deposit in the applicable Pledged Tax Fund in excess of the sum of (i) interest becoming due and payable under a Local Agency's 2020 Installment Sale Agreement on the next succeeding Interest Payment Date (less amounts then held by the Trustee in the Interest Payment Account) and (ii) the Pro Rata Share of Principal (less amounts then held by the Trustee in the Principal Payment Account) may be expended by such Local Agency at any time for any purpose permitted by law. "Pro Rata Share of Principal" is defined in each 2020 Installment Sale Agreement to mean, during any month, an amount of principal becoming due and payable thereunder on the next succeeding Certificate Payment Date that would have accrued if such principal were deemed to accrue monthly in equal amounts from the preceding Certificate Payment Date.

Deposit of Other Available Revenues

Notwithstanding the pledge of Gas Tax Revenues by the City of Desert Hot Springs and City of Menifee and the pledge of Measure A Receipts by all three Local Agencies as described above, each Local Agency may satisfy its obligation to deposit Installment Sale Payments with the Trustee by depositing Other Available Revenues with the Trustee and, if and when so deposited, such Other Available Revenues shall be irrevocably pledged to the payment of Installment Sale Payments. Unless and until deposited with the Trustee, such Other Available Revenues are not pledged to the payment of Installment Sale Payments. The term “Other Available Revenues” is defined in the applicable 2020 Installment Sale Agreement as revenues, other than Measure A Receipts, legally available to such Local Agency to make Installment Sale Payments.

Additional Contracts

So long as each Local Agency is not in default under its 2020 Installment Sale Agreement, such Local Agency may at any time execute any installment sale contracts, capital leases, or similar obligations of such Local Agency (each, a “Contract”), authorized and executed by such Local Agency under and pursuant to applicable law, that constitute additional charges against its Measure A Receipts without the consent of Owners of the Certificates. See “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Installment Sale Payments; Administration Fee – Additional Contracts.” To the extent that other Contracts are executed by a Local Agency, the funds available to pay the applicable Installment Sale Payments may be decreased. In addition, there is no limitation on the ability of a Local Agency to execute any Contract at any time to refund any outstanding Contract.

Reserve Fund

The Trustee will set aside from amounts deposited by each Local Agency in the Revenue Fund and deposit in each Local Agency’s Reserve Subaccount that amount of money (or other authorized deposit of security) that shall be required to maintain such Local Agency’s Reserve Subaccount in the full amount of each Local Agency’s Reserve Fund Requirement. No deposit need be made in the Reserve Subaccount so long as there shall be on deposit therein a sum equal to the applicable Reserve Fund Requirement. All money in each Reserve Subaccount (including all amounts that may be obtained from any insurance policy on deposit in the Reserve Subaccount) shall be used and withdrawn by the Trustee solely for the purpose of replenishing such Local Agency’s Interest Payment Account or the Principal Payment Account, in that order, in the event of any deficiency at any time in either of such accounts, but solely for the purpose of paying the interest, principal, or prepayment premiums, if any, payable in connection with the applicable 2020 Installment Sale Agreement, except that any cash amounts in any Reserve Subaccounts in excess of the amount required to be on deposit therein shall be withdrawn from the Reserve Subaccounts on each Interest Payment Date and deposited in such Local Agency’s Interest Payment Account.

In lieu of making a Reserve Fund Requirement deposit or in replacement of moneys then on deposit in any Reserve Subaccount (which shall be transferred by the Trustee to the applicable Local Agency upon delivery of an insurance policy satisfying the requirements stated below), a Local Agency may also deliver to the Trustee an insurance policy (a “Qualified Reserve Instrument”) securing an amount, together with moneys or Permitted Investments on deposit in the applicable Reserve Subaccount, no less than the applicable Reserve Fund Requirement, issued by an insurance company licensed to issue insurance policies guaranteeing the timely payment of the principal and interest components of the related 2020 Installment Sale Agreement and whose unsecured debt obligations (or for which obligations secured by such insurance company’s insurance policies) are rated in one of the two highest rating categories (without respect to any modifier) of the Rating Agency; provided that in the event of a Qualified Reserve

Instrument is downgraded by a rating agency, the related Local Agency is not required to replace the Qualified Reserve Instrument or deposit cash in the Local Agency’s Reserve Subaccount. Notwithstanding anything to the contrary set forth in the Trust Agreement, amounts on deposit in the Reserve Subaccounts shall be applied solely to the payment of debt service due on the Certificates.

[If and to the extent that a Reserve Subaccount has been funded with a combination of cash (or Permitted Investments) and a Qualified Reserve Instrument, then all such cash (or Permitted Investments) shall be completely used before any demand is made on such Qualified Reserve Instrument, and replenishment of the Qualified Reserve Instrument shall be made prior to any replenishment of any cash (or Permitted Investments). If a Reserve Subaccount is funded, in whole or in part, with more than one Qualified Reserve Instrument, then any draws made against such Qualified Reserve Instrument shall be made pro-rata.]

[Each Local Agency][_____ and _____] has provided a [Reserve Policy] to be credited to the Local Agency’s Reserve Subaccount, and the Trustee shall make claims under the respective [Reserve Policy] in accordance with the terms of the [Reserve Policy] and the Insurance Agreement. The [Reserve Policy] is a Qualified Reserve Instrument.]

[The term “Reserve Fund Requirement” is defined in the Trust Agreement to mean, as of any date of calculation, separately with respect to each 2020 Installment Sale Agreement, an amount equal to the least of (i) 10% of the initial stated principal amount (within the meaning of Section 148 of the Code) of the Installment Sale Payments under such 2020 Installment Sale Agreement; (ii) 125% of the average annual Installment Sale Payments under such 2020 Installment Sale Agreement; or (iii) the Maximum Annual Debt Service, as defined in each 2020 Installment Sale Agreement calculated only with respect to the 2020 Installment Sale Payments payable under such 2020 Installment Sale Agreement.]

See “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS – Trust Agreement.”

Certificate Insurance Policy

The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under the Certificate Insurance Policy to be issued concurrently with the delivery of the Certificates by the Certificate Insurer. For a more detailed description of the Certificate Insurance Policy and the Certificate Insurer, see “CERTIFICATE INSURANCE POLICY” and “APPENDIX E – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

THE LOCAL AGENCIES

The following Local Agencies will execute the Trust Agreement: (1) the City of Desert Hot Springs, (2) the City of Menifee, and (3) the City of Moreno Valley. Certain economic and demographic information regarding each participating Local Agency is included in Appendix B. See “GAS TAX REVENUES” or a discussion of the historical and prospective Gas Tax Revenues allocable to the City of Desert Hot Springs and the City of Menifee. Only the portion of Gas Tax Revenues allocable to the City of Desert Hot Springs may be applied to pay the Installment Sale Payments attributable to the City of Desert Hot Springs, and only the portion of Gas Tax Revenues allocable to the City of Menifee may be applied to pay the Installment Sale Payments attributable to the City of Menifee. No Gas Tax Revenues are pledged as security or otherwise required to be applied to pay the Installment Sale Payments attributable to the City of Moreno Valley. See “MEASURE A REVENUES; MEASURE A RECEIPTS” for a discussion of the portion of Measure A Revenues that has historically been allocated by the Commission to each Local Agency. Only the portion of Measure A Revenues allocated by the Commission to the City of Desert Hot Springs may be applied to pay the Installment Sale Payments attributable to the City of Desert Hot Springs, only the portion of Measure A Revenues allocated by the Commission to the City of Menifee may be applied to pay the Installment Sale Payments attributable to the City of Menifee, and only the portion of Measure A Revenues allocated by the Commission to the City of Moreno Valley may be applied to pay the Installment Sale Payments attributable to the City of Moreno Valley.

GAS TAX REVENUES

Pursuant to the Installment Sale Agreements, the City of Desert Hot Springs and the City of Menifee will pledge their Gas Tax Revenues for the payment of Installment Sale Payments. The term “Gas Tax Revenues” is defined in the 2020 Installment Sale Agreements with the City of Desert Hot Springs and the City of Menifee to mean all amounts received by the applicable Local Agency from the State in accordance with Streets and Highways Code Sections 2103, 2104(d), (e) and (f), 2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the applicable Local Agency in accordance with Streets and Highways Code Section 2107.5), if any, received by the applicable Local Agency from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the applicable Local Agency from the State in lieu of such revenues.

Gas Tax Revenues are received by the City of Desert Hot Springs and the City of Menifee and held and maintained in the Gas Tax Fund of such Local Agencies. See “GAS TAX REVENUES – Statewide Gas Tax Apportionments” below. The historical Gas Tax Revenues of the City of Desert Hot Springs and the City of Menifee, as apportioned under the California Streets and Highway Code to such Local Agencies, and their respective Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance in this Official Statement are the latest available, but are as of dates and for periods before the economic impact of the COVID-19 pandemic and measures instituted to slow it. See “BOND OWNERS’ RISK – Public Health Emergencies.” Further declines in the economy or other market factors may depress Gas Tax Revenues that are available to be apportioned to the City of Desert Hot Springs and the City of Menifee in the future.

Statewide Fuel Consumption

The following table details the historical motor vehicle fuel use for the State for calendar years 2010 through 2019. Gas Tax Revenues are received by the City of Desert Hot Springs and the City of Menifee through apportionments of a tax levied by the State on the distribution of net taxable motor

vehicle and taxable diesel fuel. The revenues from such tax are collected Statewide, and then apportioned to cities and counties in the State based on specified factors, including population.

**HISTORICAL FUEL USE
STATE OF CALIFORNIA
Statewide Fuel Distributions
(Millions of Gallons)
Calendar Years 2010 through 2019**

<u>Year</u>	<u>Net Taxable Fuel⁽¹⁾</u>	<u>Taxable Diesel Fuel</u>	<u>Total</u>
2010	\$14,868,892,787	\$2,590,655,088	\$17,459,547,875
2011	14,600,133,763	2,622,534,125	17,222,667,888
2012	14,504,794,174	2,603,545,631	17,108,339,805
2013	14,532,944,431	2,740,305,652	17,273,250,083
2014	14,702,632,422	2,776,180,357	17,478,812,779
2015	15,105,348,840	2,824,659,806	17,930,008,646
2016	15,487,956,872	3,005,270,626	18,493,227,498
2017	15,579,525,920	3,123,808,747	18,703,334,667
2018	15,517,383,271	3,073,917,507	18,591,300,778
2019	15,428,040,813	3,068,003,945	18,496,044,758

(1) Includes aviation gasoline, which constitutes less than 1% of total.
Source: California State Controller's Office.

Statewide Gas Tax Apportionments

Apportionment to the City of Desert Hot Springs and the City of Menifee of per gallon taxes that comprise their Gas Tax Revenues is made monthly by the Controller of the State pursuant to Sections 2103, 2105, 2106, and 2107 of the California Streets and Highways Code (respectively, "Section 2103," "Section 2105," "Section 2106," and "Section 2107"). Apportionments under Sections 2104(d), (e), and (f) of the California Streets and Highways Code apply to counties only; neither the City of Desert Hot Springs nor the City of Menifee receive any Gas Tax Revenues under such Sections.

For purposes of the following statutory apportionment of per gallon taxes, the population of each city is determined for that city by the last federal decennial or special census, or by a subsequent census validated by the population research unit of the State Department of Finance, or (if applicable) by the method described in Section 11105.3 of the California Revenue and Taxation Code or Sections 2107.1 or 2107.2 of the California Streets and Highways Code.

Gas Tax Revenues received by the City of Desert Hot Springs and the City of Menifee pursuant to Section 2107.5 of the California Streets and Highways Code are not included in the definition of Gas Tax Revenues for the City of Desert Hot Springs and the City of Menifee.

Section 2103. Section 2103 was substantially amended by the passage of Assembly Bill No. 9 (ABX8 9), adopted into law along with its companion Assembly Bill No. 6 (ABX8 6) on March 22, 2010, and further amended by Assembly Bill 105 (AB 105), adopted into law on March 24, 2011. Pursuant to Section 2103, as amended, commencing in fiscal year 2010-11, a portion of the revenues from the increased the excise tax on gasoline that became effective on July 1, 2010, will be allocated each month to cities, among other purposes, as set forth in Section 2103. See "– 2010 Gasoline Sales Tax – Gasoline Excise Tax Swap" below.

Section 2105. Pursuant to Section 2105, cities are apportioned a sum equal to 5.8% of the per gallon tax under Section 7360 of the Revenue and Taxation Code, 11.5% of any per gallon tax in excess of \$0.09 per gallon under Section 8651, 8651.5, and 8651.6 of the California Revenue and Taxation Code, and 6.5% of the per gallon tax under Sections 60050 and 60115 of the Revenue and Taxation Code, in the proportion that the total population of the city bears to the total population of all cities in the State.

Section 2106. Pursuant to Section 2106, a sum equal to the net revenue derived from a \$0.0104 per gallon tax under the Motor Vehicle Fuel License Tax Law (Section 7301 et seq. of the California Revenue and Taxation Code) (the “Motor Vehicle Fuel License Tax Law”) is apportioned monthly from the Highway Users Tax Account in the State’s Transportation Tax Fund (the “Highway Users Tax Account”) to cities as follows: (a) \$400 per month is apportioned to each city and city and county, and \$800 per month is apportioned to each county and city and county, (b) \$600,000 per month is transferred to the Bicycle Transportation Account in the State Transportation Fund, and (c) the balance is apportioned as follows: (1) a base sum will be computed for each county by using the same proportions of fee-paid and exempt vehicles as are established for purposes of apportionment of funds under Section 2104(d), (2) within a county, the percentage of the total assessed valuation of tangible property subject to local tax levies within the county which is represented by the assessed valuation of tangible property outside the incorporated cities of the county shall be applied to its base sum, and the resulting amount shall be apportioned to the county, and (3) the difference between the base sum for each county and the amount apportioned to the county will be apportioned to the cities of that county in the proportion that the population of each city bears to the total population of all the cities in the county.

Section 2107. Pursuant to Section 2107, a sum equal to the net revenues derived from 7.3% of the per gallon tax under the Motor Vehicle Fuel License Tax Law, \$0.0259 under the Use Fuel Tax Law (Section 8601 et seq. of the California Revenue and Taxation Code), and 11.5% under the Diesel Fuel Tax Law (Section 60001 et seq. of the California Revenue and Taxation Code), is apportioned monthly to cities from the Highway Users Tax Account as follows: the State Controller allocates annually to each city that has filed a report containing the information prescribed by subdivision (c) of Section 2152 of the California Streets and Highways Code, and that had expenditures in excess of \$5,000 during the preceding fiscal year for snow removal, an amount equal to one-half the amount of its expenditures for snow removal in excess of \$5,000 during such fiscal year. The balance of such sum is allocated to each city in the proportion that the total population of the city bears to the total population of all cities in the State.

2010 Gasoline Sales Tax – Gasoline Excise Tax Swap. In March 2010, as a part of a special budget session called by the Governor, the Legislature passed, and the Governor signed into law, ABX8 6 and ABX8 9, which contain the provisions for a swap of State sales taxes on gasoline in exchange for a gasoline excise tax. Such legislation: (i) effective July 1, 2010, repealed the State sales tax on gasoline; (ii) effective July 1, 2010, increased the excise tax on gasoline by \$0.173 per gallon and added an annual index that is intended to ensure that the new excise tax keeps pace with the revenues expected from the sales tax on gas; (iii) effective July 1, 2011, imposed an additional 1.75% tax on the sale, storage, use, and consumption of diesel fuel; and (iv) effective July 1, 2011, reduced the excise tax on diesel fuel from \$0.18 to \$0.136 per gallon, subject to annual adjustment. The legislation includes expressed legislative intent to fully replace the local streets and road funds cities and counties would have received under the State sales tax on gasoline with allocations from the increased gasoline excise tax rate.

On November 2, 2010, the California electorate approved Proposition 26, the Supermajority Vote to Pass New Taxes and Fees Act (“Proposition 26”), an initiative amendment to the California Constitution. Proposition 26 requires a two-thirds supermajority vote in the California State Legislature to pass many fees, levies, charges, and tax revenue allocations that under the State’s previous rules could be enacted by a simple majority vote. By its terms, Proposition 26 requires that any State law adopted

between January 1, 2010, and November 2, 2010 (the date Proposition 26 was approved), that conflicts with Proposition 26 would be repealed one year after Proposition 26’s approval date. This repeal would not take place, however, if two-thirds of each house of the Legislature passed the law again. Because the State Legislature approved the 2010 gasoline sales tax – gasoline excise tax swap with only a majority vote in March 2010, that legislation would have been repealed in November 2011 unless the State Legislature approved such legislation again with a two-thirds vote in each house. Pursuant to AB 105, however, such legislation was amended and approved with a two-thirds vote in each house in March 2011 and is not subject to repeal under Proposition 26.

Commencing in fiscal year 2011-12 and continuing in fiscal years thereafter, under Section 2103, the revenues from the increased the excise tax on gasoline will be allocated each month as follows, in the following order of priority: (a) first, to the Transportation Debt Service Fund of the State, to reimburse the State’s General Fund for debt service paid with respect to specified State bonding programs; and second, the remainder shall be allocated as follows: (i) 44% to the State Transportation Improvement Program, (ii) 12% to the State Highway Operation and Protection Program, the State’s highway safety improvement program, and (iii) and 44% evenly split between cities and counties using current Highway Users Tax Account formulas. Section 2103 funds are allocated to cities on a per capita basis and to counties 75 percent based on the proportion of registered vehicles and 25 percent based on the proportion of maintained county road miles.

Neither the Authority nor the City of Desert Hot Springs or the City of Menifee have any control over the methodology, formulas, or rates used by the State to distribute Gas Tax Revenues to cities and counties, including the City of Desert Hot Springs or the City of Menifee, and such methodology or formulas may be changed by the Legislature or as a result of the State initiative process at any time. See “RISK FACTORS – Passive Revenue Sources.”

City of Desert Hot Springs Gas Tax Revenues

Historical Gas Tax Revenues – City of Desert Hot Springs. The following table details the historical Gas Tax Revenues received by the City of Desert Hot Springs, as apportioned under the California Streets and Highway Code to the City of Desert Hot Springs for fiscal years June 30, 2015 through June 30, 2020.

**HISTORICAL GAS TAX REVENUES
CITY OF DESERT HOT SPRINGS
Fiscal Years Ended June 30, 2015 through June 30, 2020**

<u>Fiscal Year</u>	<u>Section 2103</u>	<u>Section 2105</u>	<u>Section 2106</u>	<u>Section 2107</u>	<u>Totals⁽¹⁾</u>
2015	\$288,281	\$165,467	\$106,997	\$212,774	\$773,519
2016	129,203	158,149	100,236	192,781	580,369
2017	73,272	163,559	104,652	215,834	557,317
2018	114,102	155,280	101,725	206,307	577,414
2019	99,938	162,275	106,909	203,933	573,055
2020 ⁽²⁾	225,379	156,242	98,336	195,040	674,997

(1) Does not include California Streets and Highways Code Section 2107.5 revenues.

(2) Unaudited. As of _____, 2020.

Source: City of Desert Hot Springs.

Gas Tax Fund Financial Statements. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Changes in Fund Balance relating to the City of Desert Hot Springs's Gas Tax Fund for the fiscal years ended June 30, 2015 through June 30, 2019.

**BALANCE SHEET
CITY OF DESERT HOT SPRINGS GAS TAX FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
ASSETS					
Cash and investments	\$286,583	\$348,911	\$193,230	\$13,664	\$ --
Accounts	829	399	1,587	3,304	49,404
Interest	12	23	45	1	--
Due from other governments	76,407	48,612	54,215	51,277	--
Prepaid items	--	--	--	--	2,947
Total Assets	\$363,831	\$397,945	\$249,077	\$68,246	\$52,351
LIABILITIES					
Accounts payable	\$21,736	\$19,314	\$49,418	\$28,280	\$59,478
Accrued liabilities	3,373	--	--	--	--
Due to other funds	--	--	--	--	19,248
Total Liabilities	\$25,109	\$19,314	\$49,418	\$28,280	\$78,726
FUND BALANCE					
Restricted	\$338,722	\$378,631	\$199,659	\$ --	\$ --
Nonspendable	--	--	--	39,966	2,947
Unassigned (deficit)	--	--	--	--	\$(29,322) ⁽¹⁾
Total fund balance (deficit)	\$338,711	\$378,631	\$199,659	\$39,966	\$(26,375)
Total Liabilities and Fund Balance	\$363,831	\$397,945	\$249,077	\$68,246	\$52,351

(1) Deficit is due to a project overrun.

Source: City of Desert Hot Springs Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
CITY OF DESERT HOT SPRINGS GAS TAX FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
REVENUES					
Taxes	\$ --	\$ --	\$ --	\$33,096	\$ --
Intergovernmental	785,519	586,369	563,318	583,414	612,594
Interest	41	92	146	179	4
Total Revenues	\$785,560	\$586,461	\$563,464	\$616,689	\$612,598
EXPENDITURES					
General government	\$180,443	\$141,859	\$224,834	\$ --	\$ --
Public Works	182,079	203,299	212,145	537,828	478,495
Capital outlay	--	--	107,662	39,360	--
Total Expenditures	\$362,522	\$345,158	\$544,641	\$577,188	\$478,495
OTHER FINANCING SOURCES (USES)					
Transfers out	\$(199,346)	\$(201,394)	\$(197,794)	\$(199,194)	\$(200,444)
Total other financing sources (uses)	\$(199,346)	\$(201,394)	\$(197,794)	\$(199,194)	\$(200,444)
NET CHANGES IN FUND BALANCE	\$223,692	\$39,909	\$(178,971)	\$(159,693)	\$(66,341)
FUND BALANCE					
Beginning of year	\$115,030	\$338,722	\$378,631	\$199,659	\$39,966
End of year	\$338,722	\$378,631	\$199,660	\$39,966	\$(26,375)

Source: City of Desert Hot Springs Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

City of Menifee Gas Tax Revenues

Historical Gas Tax Revenues – City of Menifee. The following table details the historical Gas Tax Revenues received by the City of Menifee, as apportioned under the California Streets and Highway Code to the City of Menifee for fiscal years ended June 30, 2015 through June 30, 2020.

HISTORICAL GAS TAX REVENUES CITY OF MENIFEE Fiscal Years Ended June 30, 2015 through June 30, 2020

<u>Fiscal Year</u>	<u>Section 2103</u>	<u>Section 2105</u>	<u>Section 2106</u>	<u>Section 2107</u>	<u>Totals⁽¹⁾</u>
2015	\$774,976	\$453,458	\$284,599	\$580,342	\$2,093,375
2016	438,619	479,394	294,187	624,237	1,836,437
2017	237,556	500,106	308,382	634,054	1,680,098
2018	353,052	491,982	311,914	640,284	1,797,232
2019	307,021	504,232	321,100	634,127	1,766,480
2020 ⁽²⁾	604,405	419,362	258,534	521,379	1,803,680

(1) Does not include California Streets and Highways Code Section 2107.5 revenues.

(2) Unaudited; As of April 2020.

Source: City of Menifee.

Gas Tax Fund Financial Statements. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Changes in Fund Balance relating to the City of Menifee's Gas Tax Fund for the fiscal years ended June 30, 2015 through June 30, 2019.

BALANCE SHEET CITY OF MENIFEE GAS TAX FUND For the Fiscal Years Ended June 30, 2015 through June 30, 2019

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
ASSETS					
Cash and investments	\$174,798	\$537,853	\$599,885	\$1,519,568	\$1,224,295
Accounts	51,293	45,331	42,646	144,748	68,040
Interest	1,512	264	1,367	4,474	4,973
Cash investments with fiscal agents	516,823	224,382	322,897	177,482	--
Prepaid items	--	--	--	--	--
Total Assets	\$744,428	\$807,830	\$966,795	\$1,846,252	\$1,297,308
LIABILITIES					
Accounts payable	\$164,011	\$211,853	\$154,869	\$589,644	\$197,348
Accrued liabilities	70,970	7,475	7,735	9,936	13,509
Total Liabilities	\$234,981	\$219,328	\$162,604	\$599,580	\$210,857
FUND BALANCE					
Restricted	\$509,445	\$588,502	\$804,191	\$1,246,672	\$1,086,451
Total fund balance	\$509,445	\$588,502	\$804,191	\$1,246,672	\$1,086,451
Total liabilities and fund balance	\$744,426	\$807,830	\$966,795	\$1,846,252	\$1,297,308

Source: City of Menifee Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
CITY OF MENIFEE GAS TAX FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
REVENUES					
Intergovernmental	\$2,168,276	\$1,843,937	\$1,687,598	\$2,465,778	\$1,980,682
Use of money and property	12,562	6,132	2,165	9,831	31,798
Total Revenues	\$2,180,838	\$1,850,069	\$1,689,763	\$2,475,609	\$2,012,480
EXPENDITURES					
Public Works	\$1,487,251	\$1,190,685	\$1,316,366	\$1,916,170	\$1,826,574
Capital outlay	213,872	578,907	157,708	116,958	104,862
Total expenditures	\$1,701,123	\$1,769,592	\$1,474,074	\$2,033,128	\$1,931,436
OTHER FINANCING SOURCES (USES)					
Transfers out	\$(903,000)	\$(1,420)	\$ --	\$ --	\$ --
Total other financing sources (uses)	\$(903,000)	\$(1,420)	\$ --	\$ --	\$ --
NET CHANGES IN FUND BALANCE	\$(423,285)	\$79,057	\$215,689	\$442,481	\$81,044
FUND BALANCE					
Beginning of year	\$932,730	\$509,445	\$588,502	\$804,191	\$1,005,407
End of year	\$509,445	\$588,502	\$804,191	\$1,246,672	\$1,088,451

Source: City of Menifee Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

MEASURE A REVENUES; MEASURE A RECEIPTS

Pledge of Measure A Receipts

Pursuant to the 2020 Installment Sale Agreements, each Local Agency will pledge its Measure A Receipts for the payment of its Installment Sale Payments. The term “Measure A Receipts” is defined in the 2020 Installment Sale Agreements to mean Measure A Revenues allocated by the Commission to the applicable Local Agency pursuant to the Measure A Ordinance, to the extent the applicable Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project. See “THE LOCAL AGENCIES.”

The term “Measure A Revenues” is defined in each 2020 Installment Sale Agreement to mean revenues of the Commission derived from the Measure A Sales Tax imposed in the County pursuant to the Measure A Sales Tax Act, and the Measure A Ordinance. In accordance with the Measure A Sales Tax Act, on November 5, 2002, more than two-thirds of the voters of the County voting on the measure approved the Measure A Ordinance, which authorized the imposition of the Measure A Sales Tax, a one-half of one percent (0.5%) retail transaction and use tax on the gross receipts of retailers from the sale of tangible personal property sold in the County and a use tax at the same rate upon the storage, use, or other consumption in the County of such property purchased from any retailer for storage, use, or other consumption in the County, subject to certain limited exceptions described below. The Measure A Sales Tax commenced on July 1, 2009, is administered by the Commission, and will be collected for a thirty-year period ending on June 30, 2039.

For more information regarding the portion of Measure A Revenues historically allocated by the Commission to the Local Agencies, see “ – Measure A Revenues – Historical Measure A Revenues – City of Desert Hot Springs, ” “– City of Menifee” and “– City of Moreno Valley.” See also ‘RISK FACTORS.’

The Measure A Revenues historically allocated by the Commission to each of the Local Agencies, and their respective Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance relating to the respective Measure A Funds of the Local Agencies in this Official Statement are the latest available, but are as of dates and for periods before the economic impact of the COVID-19 pandemic and measures instituted to slow it. See “BOND OWNERS’ RISK – Public Health Emergencies.” Further declines in the economy or other market factors may depress Measure A Revenues that are allocated to the Local Agencies.

The Measure A Sales Tax

The Measure A Sales Tax imposed in the County for transportation purposes and administered by the Commission is in addition to a seven and one-quarter percent sales or use tax levied statewide by the State. In general, the State Sales Tax applies to the gross receipts of retailers from the sale of tangible personal property. The State use tax is imposed on the storage, use, or other consumption in the State of property purchased from a retailer for such storage, use, or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally is to purchases made outside of the State for use within the State.

The Measure A Sales Tax is generally imposed upon the same transactions and items subject to the sales and use tax levied by the State (hereinafter collectively referred to as the “State Sales Tax”), with generally the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Measure A Sales Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in

raising food for human consumption, and gas, electricity, and water when delivered to consumers through mains, lines, and pipes. In addition, “Occasional Sales” (i.e., sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller’s permit) are generally exempt from the State Sales Tax and from the Measure A Sales Tax; however, the “Occasional Sales” exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County that are shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Measure A Sales Tax.

Action by the State Legislature or by voter initiative could change the transactions and items upon which the State Sales Tax and the Measure A Sales Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Measure A Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Measure A Revenues.

Riverside County Transportation Commission

The State Legislature created the Commission in 1976 as one of four transportation commissions designed to provide more local participation in and control of transportation matters in the southern California area. The Commission is charged with a number of responsibilities in serving the residents of the County, the most prominent of which is administering the sales tax program created by the Measure A Sales Tax Act. The Commission’s other responsibilities include: (1) serving as the congestion management agency for the County and (2) serving as the Service Authority for Freeway Emergencies, which operates the freeway service patrol for the County.

Senior Lien Measure A Obligations

The Measure A Ordinance provides that not more than \$975,000,000 in aggregate principal amount of bonds or other evidence of indebtedness issued by the Commission and secured by Measure A Revenues may be outstanding at any one time. The following bonds previously issued by the Commission are outstanding (collectively, the “Senior Lien Bonds”):

- \$112,370,000 original principal amount of Sales Tax Revenue Bonds (Limited Tax Bonds), 2010 Series B (Taxable Build America Bonds);
- \$462,200,000 original principal amount of Sales Tax Revenue Bonds (Limited Tax Bonds), 2013 Series A (the “2013 Bonds”);
- \$76,140,000 original principal amount of Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2016 Series A;
- \$158,760,000 original principal amount of Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2017 Series A;
- \$392,730,000 original principal amount of Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2017 Series B; and
- \$64,285,000 original principal amount of Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), 2018 Series A.

The Senior Lien Bonds are outstanding in the aggregate principal amount of approximately \$805,810,000. All Senior Lien Bonds are secured by a first lien pledge of Measure A Revenues. The Senior Lien Bonds were issued pursuant to an Indenture dated as of June 1, 2008, as supplemented and amended from time to time (collectively, the “Measure A Revenues Indenture”), by and between the Commission and U.S. Bank National Association, as trustee (“the Measure A Revenues Trustee”).

Pursuant to the Measure A Revenues Indenture, the Commission may issue from time to time additional bonds or other obligations on a parity with the Senior Lien Bonds (collectively, “Parity Obligations”). The Commission may also issue from time to time obligations payable out of Measure A Revenues on a basis subordinate to the payment of the principal, premium, interest, and reserve fund requirements for the Senior Lien Bonds and all Parity Obligations (collectively, “Subordinate Obligations”). For example, according to the Commission’s adopted budget for Fiscal Year 2020-21, the Commission has instituted a program pursuant to which it may issue commercial paper notes as Subordinate Obligations in an aggregate principal amount of up to \$60,000,000. According to Commission’s adopted budget for Fiscal Year 2020-21, no such Subordinate Obligations are presently outstanding.

The Commission may in the future enter into swap agreements with respect to sales tax revenue bonds issued by it in the future (collectively, the “Swap Agreements”). The Commission’s obligation to make early termination payments under the Swap Agreements may be secured by a pledge of the Measure A Revenues that is subordinate to the pledge in favor of the Senior Lien Bonds, any Parity Obligations, and any Subordinate Obligations. The Commission may also obtain liquidity facilities or credit enhancement (“Liquidity Facilities/Credit Enhancement”) for its Senior Lien Bonds and all Parity Obligations.

All payments with respect to the Senior Lien Bonds, Parity Obligations, Subordinate Obligations, the Swap Agreements, and the Liquidity Facilities/Credit Enhancement (collectively, the “Senior Lien Measure A Obligations”) will be made from Measure A Revenues before any remaining Measure A Revenues will be transferred to the Commission for allocation by the Commission to the Local Agencies. See “ – Collection and Allocation of Measure A Revenues” below. See also ‘RISK FACTORS.’

Collection and Allocation of Measure A Revenues

Collection of the Measure A Sales Tax is administered by the California Department of Tax and Fee Administration (the “CDTFA”), as statutorily created and authorized successor to the former California State Board of Equalization, in connection with the collection and disbursement of Measure A Revenues. The Commission and the CDTFA have entered into an agreement for state administration of district transactions and use taxes to authorize payment of Measure A Revenues directly to the Measure A Revenues Trustee, as trustee under the Measure A Revenues Indenture. The CDTFA, after deducting amounts payable to itself, is required to remit the balance of amounts received from the Measure A Sales Tax directly to the Measure A Revenues Trustee. The Measure A Revenues Trustee is required to apply the Measure A Revenues to make deposits to the funds and accounts established under the Measure A Revenues Indenture to pay the Senior Lien Bonds and any Parity Obligations and to transfer the remaining amounts to make payments with respect to any Subordinate Obligations and Swap Agreements. After payments have been made with respect to the Senior Lien Measure A Obligations, the remaining unapplied Measure A Revenues, if any, are transferred to the Commission for use for any purpose contemplated by the Ordinance.

Pursuant to the Measure A Ordinance, the Commission, after making a deduction for administration which amounts are determined and deducted by the Commission on a quarterly basis, first allocates such remaining unapplied Measure A Revenues to be applied for transportation purposes to the

Western County, Coachella Valley, and Palo Verde Valley areas within the County in proportion to the Measure A Revenues generated within those areas. Currently, the Commission allocates such remaining unapplied Measure A Revenues as follows: (i) approximately 78.1% to the Western County area; (ii) approximately 21.5% to the Coachella Valley; and (iii) approximately 0.4% to the Palo Verde Valley area.

The City of Desert Hot Springs is within the Coachella Valley area of the County. Thirty-Five percent (35%) of the portion of the Measure A Revenues allocated by the Commission to the Coachella Valley area is applied to the local streets and roads program within such area. To the extent any portion of the Project constructed by the City of Desert Hot Springs is designated by the Commission as a qualified project for purposes of the local streets and roads program established under the Measure A Ordinance, such portion will constitute a Measure A Project. The entire City of Desert Hot Springs Project constitutes a Measure A Project. The funds made available in the Coachella Valley area for purposes of the local streets and roads program are distributed to the cities in the Coachella Valley area and the County by a formula based 50% on proportionate dwelling units and 50% on proportionate revenues generated by Measure “A” within each jurisdiction. In order to be eligible for these funds, the City of Desert Hot Springs is required to (i) file a Five-Year Capital Improvement Plan for the use of these funds, updated annually, with the Commission, (ii) participate in a Transportation Uniform Mitigation Fee (“TUMF”) Program developed and administered by the Coachella Valley Association of Governments, and (iii) comply with a maintenance of effort requirement. See “– Measure A Revenues – Historical Measure A Revenues – City of Desert Hot Springs” below for a table setting forth the Measure A Revenues historically allocated by the Commission to the City of Desert Hot Springs for fiscal years 2015 through 2020. The portion of such Measure A Revenues allocated by the Commission to the City of Desert Hot Springs, to the extent the Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project, constitutes Measure A Receipts. Measure A Receipts of the City of Desert Hot Springs are pledged to make its Installment Sale Payments.

The City of Menifee and the City of Moreno Valley are within the Western County area of the County. Approximately 29% of the portion of the Measure A Revenues allocated by the Commission to the Western County area is applied to the local streets and roads program within such area. To the extent any portion of the respective Projects to be constructed by the City of Menifee and the City of Moreno Valley are designated by the Commission as a qualified project for purposes of the local streets and roads program established under the Measure A Ordinance, such portion will constitute a Measure A Project. The entire City of Menifee Project constitutes a Measure A Project, and the entire City of Moreno Valley Project constitutes a Measure A Project. The funds made available in the Western County area for purposes of the local streets and roads program are distributed to the cities in the Western County area and the County by a formula based 75% on proportionate population and 25% on proportionate revenues generated by the Measure A Ordinance within each jurisdiction. In order to be eligible for these funds, the City of Menifee and the City of Moreno Valley are each required to: (i) file a Five-Year Capital Improvement Plan for the use of these, updated annually, with the Commission, (ii) participate in a TUMF Program developed and administered by the Western Riverside Council of Governments, (iii) participate in the Multi-Species Habitat Conservation Plan developed and administered by the Western Riverside County Regional Conservation Authority, and (iv) comply with a maintenance of effort requirement. See “– Measure A Revenues – Historical Measure A Revenues – City of Menifee” and “– Measure A Revenues – Historical Measure A Revenues – City of Moreno Valley” below for a table setting forth the respective portions of the Measure A Revenues historically allocated by the Commission to the City of Menifee and the City of Moreno Valley for fiscal years 2015 through 2020. The respective portions of such Measure A Revenues allocated by the Commission to the City of Menifee and the City of Moreno Valley, to the extent their respective Project constitutes a Measure A Project, in an amount not greater than the Installment Sale Payments related to such Measure A Project, constitutes Measure A Receipts. Measure A Receipts of the City of Menifee and the City of Moreno Valley are pledged to make their respective Installment Sale Payments.

While Measure A Revenues will be collected in the County for a thirty-year period ending on June 30, 2039, Installment Sale Payments will be payable by the Local Agencies through and including June 1, 2042. Investors should be aware that no Measure A Revenues will be allocated by the Commission to the Local Agencies and be available to make Installment Sale Payments in fiscal years 2040, 2041, and 2042. See “RISK FACTORS – Limitations on Use of Measure A Revenues.”

Measure A Receipts

Historical Measure A Receipts – City of Desert Hot Springs. The following table sets forth the Measure A Revenues historically allocated by the Commission to the City of Desert Hot Springs (i.e. Measure A Receipts) for fiscal years ended June 30, 2015 through June 30, 2020.

**HISTORICAL MEASURE A RECEIPTSCITY OF DESERT HOT SPRINGS
Fiscal Years Ended June 30, 2015 through June 30, 2020**

<u>Fiscal Year</u>	<u>Measure A Receipts</u>	<u>Percent Change from Prior Fiscal Year</u>
2015	\$477,282	--
2016	457,775	(4.09)%
2017	464,468	1.46
2018	454,537	(2.14)
2019	522,385	14.93
2020 ⁽¹⁾	459,076	[N/A]

(1) Unaudited; as of [May] 2020.

Source: City of Desert Hot Springs Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019; City of Desert Hot Springs.

The City of Desert Hot Springs is unable to predict if and when annual Measure A Revenues will increase or its Measure A Receipts. For summary of historical taxable retail sales within the City of Desert Hot Springs, see “APPENDIX B – General Information Regarding Participating Local Agencies – Commercial Activity.”

Measure A Fund Financial Statements – City of Desert Hot Springs. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Fund Balances relating to the City of Desert Hot Spring’s Measure A Fund for the fiscal years ended June 30, 2015 through June 30, 2019.

**BALANCE SHEET
CITY OF DESERT HOT SPRINGS MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
ASSETS					
Cash and investments	\$ --	\$104,331	\$ --	\$ --	\$205,056
Accounts	--	--	--	--	84,946
Interest	6	7	--	--	265
Due from other governments	134,181	86,712	90,449	112,681	--
Total Assets	\$134,187	\$191,050	\$90,449	\$112,681	\$290,267
LIABILITIES					
Accounts payable	\$1,318	\$185,856	\$44,566	\$ --	\$175,000
Due to other funds	4,397	--	311	34,294	--
Total Liabilities	\$5,715	\$185,856	\$44,877	\$34,294	\$175,000
FUND BALANCE					
Restricted	\$128,472	\$5,194	\$45,572	\$78,387	\$115,267
Total Fund Balance	\$128,472	\$5,194	\$45,572	\$78,387	\$115,267
Total Liabilities and Fund Balance	\$134,187	\$191,050	\$90,449	\$112,681	\$290,267

Source: City of Desert Hot Springs Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
CITY OF DESERT HOT SPRINGS MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
REVENUES					
Taxes	\$ --	\$ --	\$ --	\$ --	\$ --
Intergovernmental	477,282	457,775	464,468	454,537	522,385
Interest	14	38	15	--	497
Miscellaneous	--	25,000	--	--	--
Total Revenues	\$477,296	\$482,813	\$464,483	\$454,537	\$522,882
EXPENDITURES					
Public Works	\$202,994	\$32,035	\$ --	\$ --	\$ --
Capital outlay	--	374,056	224,105	221,722	286,002
Total Expenditures	\$202,994	\$406,091	\$224,105	\$221,722	\$286,002
OTHER FINANCING SOURCES (USES)					
Transfers out	\$(200,000)	\$(200,000)	\$(200,000)	\$(200,000)	\$(200,000)
Total Oher Financing Sources (Uses)	\$(200,000)	\$(200,000)	\$(200,000)	\$(200,000)	\$(200,000)
NET CHANGES IN FUND BALANCES	\$74,302	\$(123,278)	\$40,378	\$32,815	\$36,880
FUND BALANCES					
Beginning of year	\$54,170	\$128,472	\$5,194	\$45,572	\$78,387
End of year	\$128,472	\$5,194	\$45,572	\$78,387	\$115,267

Source: City of Desert Hot Springs Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

Historical Measure A Receipts – City of Menifee. The following table sets forth the Measure A Revenues historically allocated by the Commission to the City of Menifee (i.e. Measure A Receipts) for fiscal years ended June 30, 2015 through June 30, 2020.

**MEASURE A RECEIPTS CITY OF MENIFEE
Fiscal Years Ended June 30, 2015 through June 30, 2020**

<u>Fiscal Year</u>	<u>Measure A Receipts</u>	<u>Percent Change from Prior Fiscal Year</u>
2015	\$1,415,536	--
2016	1,518,623	7.28%
2017	1,619,512	6.64
2018	1,664,930	2.80
2019	1,918,407	15.22
2020 ⁽¹⁾	1,389,576	N/A

(1) Unaudited. As of March 2020.

Source: City of Menifee Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019; City of Menifee.

The City of Menifee is unable to predict if and when annual Measure A Revenues will increase or what portion, if any, of such its Measure A Receipts. For summary of historical taxable retail sales within the City of Menifee, see “APPENDIX B – General Information Regarding Participating Local Agencies – Commercial Activity.”

Measure A Fund Financial Statements – City of Menifee. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Fund Balances relating to the City of Menifee’s Measure A Fund for the fiscal years ended June 30, 2015 through June 30, 2019.

**BALANCE SHEET
CITY OF MENIFEE MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
ASSETS					
Cash and investments	\$3,273,504	\$2,732,119	\$401,131	\$335,660	\$964,603
Accounts	361,207	280,698	315,379	687,023	314,085
Interest	2,075	2,993	784	1,117	1,751
Cash and investments with fiscal agents	387,404	--	--	--	--
Total Assets	\$4,024,190	\$3,015,810	\$717,294	\$1,023,800	\$1,280,439
LIABILITIES					
Accounts payable	\$29,382	\$224,098	\$30,565	\$14,617	\$67,669
Total Liabilities	\$29,382	\$224,098	\$30,565	\$14,617	\$67,669
FUND BALANCE					
Restricted	\$3,994,808	\$2,791,712	\$686,729	\$1,009,183	\$1,212,770
Total Fund Balance	\$3,994,808	\$2,791,712	\$686,729	\$1,009,183	\$1,212,770
Total Liabilities and Fund Balance	\$4,024,190	\$3,015,810	\$717,294	\$1,023,800	\$1,280,439

Source: City of Menifee Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
CITY OF MENIFEE MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
REVENUES					
Taxes	\$ --	\$ --	\$ --	\$ --	\$ --
Intergovernmental	1,415,536	1,518,623	1,619,512	1,940,209	1,918,407
Use of money and property	12,754	14,347	7,132	3,720	7,542
Total Revenues	\$1,428,290	\$1,532,970	\$1,626,644	\$1,943,929	\$1,925,949
EXPENDITURES					
Public Works	\$177,396	\$1,276,478	\$ --	\$306,033	\$415,466
Capital outlay	--	--	2,429,139	14,354	1,408
Total expenditures	\$177,396	\$1,276,478	\$2,429,139	\$320,387	\$416,874
OTHER FINANCING SOURCES (USES)					
Transfers out	\$(516,428)	\$(1,459,588)	\$(1,302,488)	\$(1,301,088)	\$(1,305,488)
Total other financing sources (uses)	\$(516,428)	\$(1,459,588)	\$(1,302,488)	\$(1,301,088)	\$(1,305,488)
NET CHANGES IN FUND BALANCES	\$734,466	\$(1,203,096)	\$(2,104,983)	\$322,454	\$203,587
FUND BALANCES					
Beginning of year	\$3,260,342	\$3,994,808	\$2,791,712	\$686,729	\$1,009,183
End of year	\$3,994,808	\$2,791,712	\$686,729	\$1,009,183	\$1,212,770

Source: City of Menifee Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

Historical Measure A Receipts – City of Moreno Valley. The following table sets forth the Measure A Revenues historically allocated by the Commission (i.e. Measure A Receipts) to the City of Moreno Valley for fiscal years ended June 30, 2015 through June 30, 2020.

**HISTORICAL MEASURE A RECEIPTS
CITY OF MORENO VALLEY
Fiscal Years Ended June 30, 2015 through June 30, 2020**

<u>Fiscal Year</u>	<u>Measure A Revenues Allocated</u>	<u>Percent Change from Prior Fiscal Year</u>
2015	\$ 3,212,285	--
2016	3,817,548	18.84%
2017	4,106,484	7.57
2018	3,707,442	(9.72)
2019	4,720,198	27.32
2020 ⁽¹⁾	3,857,231	[N/A]

(1) Unaudited; as of [May] 2020.

Source: City of Moreno Valley Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019; City of Moreno Valley.

The City of Moreno Valley is unable to predict if and when annual Measure A Revenues will increase or its Measure A Receipts. For summary of historical taxable retail sales within the City of Moreno Valley, see “APPENDIX B – General Information Regarding Participating Local Agencies – Commercial Activity.”

Measure A Fund Financial Statements – City of Moreno Valley. The following tables present the Balance Sheet and the Schedule of Revenues, Expenditures, and Fund Balances relating to the City of Moreno Valley’s Measure A Fund for the fiscal years ended June 30, 2015 through June 30, 2019.

**BALANCE SHEET
CITY OF MORENO VALLEY MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
ASSETS					
Cash and investments	\$6,830,059	\$6,794,068	\$4,517,406	\$3,214,347	\$3,255,498
Notes and loans	--	9,220	--	--	--
Due from other governments	2,174,140	1,100,532	677,216	1,014,318	328,001
Total Assets	\$9,004,199	\$7,903,820	\$5,194,622	\$4,228,665	\$3,583,499
LIABILITIES					
Accounts payable	\$616,464	\$187,454	\$59,283	\$207,029	\$14,279
Accrued liabilities	--	--	--	47,274	--
Total Liabilities	\$616,464	\$187,454	\$59,283	\$254,303	\$14,279
FUND BALANCE					
Restricted	\$8,387,735	\$7,716,366	\$5,135,339	\$3,974,362	\$3,569,220
Total Fund Balances	\$8,387,735	\$7,716,366	\$5,135,339	\$3,974,362	\$3,569,220
Total Liabilities and Fund Balance	\$9,004,199	\$7,903,820	\$5,194,622	\$4,228,665	\$3,583,499

Source: City of Moreno Valley Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

**SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CITY OF MORENO VALLEY MEASURE A FUND
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

	2015	2016	2017	2018	2019
REVENUES					
Taxes	\$ --	\$ --	\$ --	\$ --	\$ --
Intergovernmental	6,147,866	5,051,521	4,332,638	4,475,450	4,744,560
Fees and charges for services	--	9,220	--	132,921	--
Use of money and property	66,080	80,681	76,966	60,680	58,950
Miscellaneous	419	35,710	74,631	12,400	--
Total Revenues	\$6,214,365	\$5,177,132	\$4,484,235	\$4,681,451	\$4,803,510
EXPENDITURES					
Public Works	\$547,808	\$1,581,072	\$1,725,753	\$1,964,659	\$1,991,910
Capital outlay	4,479,561	2,177,126	2,788,087	1,287,073	673,837
Total Expenditures	\$5,027,369	\$3,758,198	\$4,513,840	\$3,251,732	\$2,665,747
OTHER FINANCING SOURCES (USES)					
Transfers in	\$409,664	\$ --	\$ --	\$ --	\$ --
Transfers out	(2,493,566)	(2,090,303)	(2,551,422)	(2,590,697)	(2,542,905)
Total Other Financing Sources (Uses)	(2,083,902)	(2,090,303)	(2,551,422)	(2,590,697)	(2,542,905)
NET CHANGES IN FUND BALANCES	\$(896,906)	\$(671,369)	\$(2,581,027)	\$(1,160,977)	\$(405,142)
FUND BALANCES					
Beginning of year	\$9,284,641	\$8,387,735	\$7,716,366	\$5,135,339	\$3,974,362
End of year	\$8,387,735	\$7,716,366	\$5,135,339	\$3,974,362	\$3,569,220

Source: City of Moreno Valley Comprehensive Annual Financial Reports for Fiscal Years 2015 through 2019.

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

**HISTORICAL DEBT SERVICE COVERAGE AND
MAXIMUM ANNUAL DEBT SERVICE COVERAGE**

Historical Debt Service Coverage. The following tables set forth the debt service coverage with respect to each of the Prior Installment Sale Agreements of the Local Agencies for the fiscal years ended June 30, 2015 through June 30, 2019.

**HISTORICAL DEBT SERVICE COVERAGE
BASED UPON MEASURE A RECEIPTS AND GAS TAX REVENUES
OF THE CITY OF DESERT HOT SPRINGS
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

Fiscal Year	Gas Tax Revenues ⁽¹⁾	Measure A Receipts ⁽¹⁾	Prior Installment Payments ⁽²⁾	Debt Service Coverage ⁽²⁾
2015	\$773,519	\$477,282	\$	-.__X
2016	580,369	457,775		
2017	557,317	464,468		
2018	577,414	454,537		
2019	573,055	522,385		

(1) Source: City of Desert Hot Springs.
(2) Source: Underwriter.

**HISTORICAL DEBT SERVICE COVERAGE
BASED UPON MEASURE A RECEIPTS AND GAS TAX REVENUES
OF THE CITY OF MENIFEE
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

Fiscal Year	Gas Tax Revenues ⁽¹⁾	Measure A Receipts ⁽¹⁾	Prior Installment Payments ⁽²⁾	Debt Service Coverage ⁽²⁾
2015	\$2,093,375	\$1,415,536	\$	-.__X
2016	1,836,437	1,518,623		
2017	1,680,098	1,619,512		
2018	1,797,232	1,664,930		
2019	1,766,480	1,918,407		

(1) Source: City of Menifee.
(2) Source: Underwriter.

**HISTORICAL DEBT SERVICE COVERAGE
BASED UPON MEASURE A RECEIPTS
OF THE CITY OF MORENO VALLEY
For the Fiscal Years Ended June 30, 2015 through June 30, 2019**

Fiscal Year	Measure A Receipts ⁽¹⁾	Prior Installment Payments ⁽²⁾	Debt Service Coverage ⁽²⁾
2015	\$ 3,212,285	\$	-.__X
2016	3,817,548		
2017	4,106,484		
2018	3,707,442		
2019	4,720,198		

(1) Source: City of Moreno Valley.
(2) Source: Underwriter.

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

Maximum Annual Debt Service Coverage. The following tables set forth the maximum annual debt service coverage with respect to each of the 2020 Installment Sale Agreements and the Certificates. The maximum annual debt service coverage for the City of Desert Hot Springs and the City of Menifee is based upon Gas Tax Revenues and Measure A Receipts allocated to such Local Agencies for fiscal year 2019-20 as _____, 2020. The maximum annual debt service coverage for the City of Moreno Valley is based upon Measure A Receipts allocated to the City of Moreno Valley for fiscal year 2019-20 as of _____, 2020. See “GAS TAX REVENUES” and “MEASURE A REVENUES; MEASURE A RECEIPTS.” As previously described, while Measure A Revenues will be collected in the County for a thirty-year period ending on June 30, 2039, Installment Sale Payments will be payable by the Local Agencies through and including June 1, 2042. Investors should be aware that no Measure A Revenues will be allocated by the Commission to each Local Agency and be available to make Installment Sale Payments for the fiscal years ended June 30, 2040 through June 30, 2042.

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2019-20 MEASURE A RECEIPTS
AND GAS TAX REVENUES OF THE CITY OF DESERT HOT SPRINGS**

2019-20 Gas Tax Revenues ⁽¹⁾	2019-20 Measure A Receipts ⁽¹⁾	Maximum Annual Debt Service ^{(2)*}	Debt Service Coverage ^{(2)*}
\$	\$	\$	_._X

- (1) Source: City of Desert Hot Springs; Gas Tax Revenues as of _____, 2020; Measure A Receipts as of [May 2020]; unaudited; subject to change.
 - (2) Relating to 2020 Installment Sale Agreement of the City of Desert Hot Springs; Source: Underwriter.
- * Preliminary; subject to change.

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2019-20 MEASURE A RECEIPTS
AND GAS TAX REVENUES OF THE CITY OF MENIFEE**

2019-20 Gas Tax Revenues ⁽¹⁾	2019-20 Measure A Receipts ⁽¹⁾	Maximum Annual Debt Service ^{(2)*}	Debt Service Coverage ^{(2)*}
\$	\$	\$	_._X

- (1) Source: City of Menifee Gas Tax Revenues as of _____, 2020; Measure A Receipts as of [May 2020]; unaudited; subject to change.
 - (2) Relating to 2020 Installment Sale Agreement of the City of Menifee; Source: Underwriter.
- * Preliminary; subject to change.

**MAXIMUM ANNUAL DEBT SERVICE COVERAGE
BASED UPON FISCAL YEAR 2019-20 MEASURE A RECEIPTS
OF THE CITY OF MORENO VALLEY**

2019-20 Measure A Receipts ⁽¹⁾	Maximum Annual Debt Service ^{(2)*}	Debt Service Coverage ^{(2)*}
\$	\$	_._X

- (1) Source: City of Moreno Valley; as of [May 2020]; unaudited; subject to change.
 - (2) Relating to 2020 Installment Sale Agreement of the City of Moreno Valley; Source: Underwriter.
- * Preliminary; subject to change.

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4/128 :

**AGGREGATE MAXIMUM ANNUAL DEBT SERVICE COVERAGE
FOR CERTIFICATES**

2019-20 Gas Tax Revenues ⁽¹⁾	2019-20 Measure A Receipts ⁽²⁾	Maximum Annual Debt Service ^{(3)*}	Debt Service Coverage ^{(3)*}
\$	\$	\$	__X

- (1) Represents aggregate Gas Tax Revenues allocated to the City of Desert Hot Springs and the City of Menifee for fiscal year 2019-20 [as of _____, 2020], as shown in the tables above; source: City of Desert Hot Springs and City of Menifee.
 - (2) Represents aggregate Measure A Receipts for the Local Agencies for fiscal year 2019-20 as of [May 2020], as shown in the tables above; source: Local Agencies
 - (3) Source: Underwriter.
- * Preliminary; subject to change.

Each Local Agency is solely responsible for the payment of the Installment Sale Payments required to be paid pursuant to its 2020 Installment Sale Agreement, and no Local Agency is responsible for the payment of any Installment Sale Payments attributable to any other Local Agency.

CERTIFICATE INSURANCE POLICY

The following information has been furnished by _____ (referred to herein as the “Certificate Insurer” or “___”) for use in this Official Statement. Reference is made to Appendix E for a specimen of the Certificate Insurance Policy.

[To come from Certificate Insurer]

RISK FACTORS

Investment in the Certificates involves risks that may not be appropriate for certain investors. The following is a discussion of certain risk factors that should be considered, in addition to other matters set forth herein, in evaluating the Certificates for investment. The information set forth below does not purport to be an exhaustive listing of the risks and other considerations that may be relevant to an investment in the Certificates. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. The spread of the novel strain of coronavirus called COVID-19 (“COVID-19”) is having significant negative impacts throughout the world, including within the Local Agencies. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by County, the State and the United States. The purpose of these declarations is to coordinate and formalize emergency actions across federal, State and local governmental agencies and to proactively prepare for a wider spread of COVID-19.

To date there have been a number of confirmed cases of COVID-19 in the County and health officials are expecting the number of confirmed cases to grow. The outbreak has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools (including schools within the Local Agencies). The United States is also restricting certain non-citizens and permanent residents from entering the country. In addition, financial markets in the United States and globally have been volatile, with significant declines attributed to COVID-19 concerns.

Potential impacts to the Local Agencies associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges to the public health system in and around the respective boundaries of the Local Agencies, cancellations of public events and disruption of the regional and local economy with corresponding decreases in the revenues of the Local Agencies, including Gas Tax Revenues and Measure A Receipts, as applicable, and potential declines in property values which may affect the ability or willingness of homeowners to pay property taxes.

The COVID-19 outbreak is ongoing, and its duration and severity and economic effects are uncertain in many respects. Also uncertain are the actions that may be taken by Federal and State governmental authorities to contain or mitigate the effects of the outbreak. The ultimate impact of COVID-19 on the finances of the Local Agencies is not fully known, and it may be some time before the full adverse impact of the COVID-19 outbreak is known. Further, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the respective operations and finances of the Local Agencies.

None of the Authority, the Local Agencies, the County nor the Underwriter can predict the ultimate effects of the COVID-19 outbreak or whether any such effects will not have material adverse effect on the Authority's ability to pay debt service on the Certificates.

Installment Sale Payments Constitute Limited Obligations

The obligation of each Local Agency to make Installment Sale Payments under the applicable 2020 Installment Sale Agreement is a special obligation of such Local Agency and does not constitute a debt of such Local Agency, any other Local Agency, the Authority, the State, or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which such Local Agency, any other Local Agency, the State, or any political subdivision of the State is obligated to levy or pledge any form of taxation or for which such Local Agency, any other Local Agency, the State, or any political subdivision of the State has levied or pledged any form of taxation. The Authority has no taxing power.

Passive Revenue Source

The payment of principal and interest with respect to the Certificates is secured solely by (i) a pledge by the City Desert Hot Springs and the City of Menifee of their respective Gas Tax Revenues, (ii) a pledge by each Local Agency of such Local Agency's Measure A Receipts, and (iii) certain funds under the Trust Agreement and the 2020 Installment Sale Agreements.

The City Desert Hot Springs and the City of Menifee do not have any control over the amount of Gas Tax Revenues because (1) the amount of Gas Tax Revenues received by the City Desert Hot Springs and the City of Menifee is based on Statewide fuel consumption, (2) such Local Agencies do not have any ability to control such consumption or to increase the rate at which such fuel is taxed within the State, and (3) such Local Agencies do not have any control over the collection or distribution procedures related to any State taxes, including taxes levied in connection with fuel consumption.

Neither the Authority nor the City Desert Hot Springs or the City of Menifee has any control over the methodology, formulas, or rates used by the State to distribute Gas Tax Revenues to cities and counties, including the City Desert Hot Springs and the City of Menifee, and such methodology or formulas may be changed by the Legislature or as a result of the State initiative process at any time. In addition, there can be no assurance that Gas Tax Revenues will be available in the amounts estimated in this Official Statement. A decrease in fuel consumption in the State, which would adversely affect the amount and/or availability of Gas Tax Revenues, could result from a variety of circumstances, including,

without limitation, oil shortages or embargos, increased use of alternative fuel sources, or natural disasters. See also “RISK FACTORS – Gasoline Sales Subject to Fluctuation” below.

The Local Agencies do not have any control over the amount of Measure A Receipts to be received by any such Local Agency because (1) Measure A Revenues constitute revenues of the Commission derived from a retail transactions and use tax imposed in the County pursuant to the Measure A Sales Tax Act and the Measure A Ordinance, the number of transactions and revenues generated under which tax a Local Agency has no ability to control, and Measure A Receipts are allocated by the Commission to such Local Agency only after the payment of all Senior Lien Measure A Obligations, and (2) the Local Agencies do not have any control over the collection or distribution procedures related to any State taxes or local retail transactions and use taxes.

There can be no assurance that Measure A Receipts will be available in the amounts estimated in this Official Statement. A decrease in Measure A Revenues would adversely affect the amount and/or availability of Measure A Receipts. In addition, each Local Agency must continuously meet certain requirements set forth in the Measure A Ordinance in order to be eligible to receive Measure A Revenues from the Commission and apply Measure A Receipts to pay the applicable Installment Sale Payments. See “MEASURE A REVENUES; MEASURE A RECEIPTS.”

Allocation of Measure A Revenues to the Local Agencies is Subordinate to Payment of Senior Lien Measure A Obligations

The CDTFA administers collection of the Measure A Sales Tax. The Commission and the CDTFA have entered into an agreement for state administration of district transactions and use taxes to authorize payment of Measure A Revenues directly to the Measure A Revenues Trustee, as trustee under the Measure A Revenues Indenture. The CDTFA, after deducting amounts payable to itself, is required to remit the balance of amounts received from the Measure A Sales Tax directly to the Measure A Revenues Trustee. The Measure A Revenues Trustee is required to apply the Measure A Revenues to make deposits to the funds and accounts established under the Measure A Revenues Indenture to pay the Senior Lien Bonds and any Parity Obligations and to transfer the remaining amounts to make payments with respect to any Subordinate Obligations and Swap Agreements. All payments with respect to the Senior Lien Bonds, Parity Obligations, Subordinate Obligations, and the Swap Agreements will be made from Measure A Revenues before any remaining Measure A Revenues will be released by the Measure A Revenues Trustee and transferred to the Commission for allocation by the Commission for use for any purpose contemplated by the Measure A Ordinance, including, without limitation, the allocation of Measure A Revenues to the Local Agencies. The Measure A Ordinance provides that not more than \$975,000,000 in aggregate principal amount of bonds or other evidences of indebtedness issued by the Commission and secured by Measure A Revenues may be outstanding at any one time. See “MEASURE A REVENUES; MEASURE A RECEIPTS.”

Limitations on Use of Measure A Revenues

Not all of the Measure A Revenues allocated by the Commission to the Local Agencies may be applied to pay the Installment Sale Payments. Only the Measure A Receipts may be so applied. See “MEASURE A REVENUES; MEASURE A RECEIPTS.” In addition, while Measure A Revenues will be collected in the County for a thirty-year period ending on June 30, 2039, Installment Sale Payments will be payable by the Local Agencies through and including June 1, 2042. Investors should be aware that no Measure A Revenues will be allocated by the Commission to the Local Agencies and be available to make Installment Sale Payments in fiscal years 2040, 2041, and 2042. See “MEASURE A REVENUES; MEASURE A RECEIPTS – Collection and Allocation of Measure A Revenues.”

Senior Lien Measure A Obligations

Measure A Revenues, and thus Measure A Receipts, are allocated by the Commission to the Local Agencies on a basis that is subordinate to the Commission's payment of its Senior Lien Measure A Obligations. See "MEASURE A REVENUES; MEASURE A RECEIPTS – Senior Lien Measure A Obligations" and "– Collection and Allocation of Measure A Revenues."

Additional Contracts

Subject to certain restrictions, the City of Desert Hot Springs and the City of Menifee are permitted to enter into other Contracts that constitute additional charges against its Gas Tax Revenues without the consent of Owners of the Certificates. Similarly, each Local Agency is permitted to enter into other Contracts that constitute additional charges against its Measure A Receipts without the consent of Owners of the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Additional Contracts." To the extent that other Contracts are executed by a Local Agency, the funds available to pay the applicable Installment Sale Payments may be decreased. In addition, there is no limitation on the ability of any Local Agency to execute any Contract at any time to refund any outstanding Contract.

Limitations on Remedies; Bankruptcy

The rights of the owners of the Certificates are subject to the limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the Certificates, and enforcement of each Local Agency's obligations under its 2020 Installment Sale Agreement, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against cities in the State.

Bankruptcy proceedings under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the applicable Local Agency and the Commission, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Special Counsel has limited its opinion as to the validity and enforceability of the 2020 Installment Sale Agreements and the Trust Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation, or modification of the rights of the Owners.

Constitutional Limitations on Appropriations

California law imposes various taxing, revenue, and appropriations limitations on public agencies such as the Local Agencies. See "CONSTITUTIONAL PROVISIONS AFFECTING LOCAL AGENCY REVENUES AND APPROPRIATIONS" herein for a discussion of these limitations.

Previous Diversion of Gas Tax Revenues

Prior to the approval by the California electorate of Proposition 22 (described below) on November 2, 2010, Section 6 of Article XIX of the California Constitution permitted the State to loan to the State General Fund the revenues derived from taxes imposed on gasoline and diesel fuels within the State (collectively, the “Fuel Tax Revenues”) if (a) any amount loaned was to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the State budget bill for the subsequent fiscal year, or (b) any amount loaned was to be repaid in full within three fiscal years from the date on which the loan was made and one of the following had occurred: (1) the Governor had proclaimed a state of emergency and declared that the emergency will result in a significant negative fiscal impact to the State General Fund, or (2) the aggregate amount of State General Fund revenues for the current fiscal year, as projected by the Governor in a report to the State Legislature in May of the current fiscal year, was less than the aggregate amount of State General Fund revenues for the previous fiscal year, adjusted for the change in the cost of living and the change in population, as specified in the budget submitted by the Governor in the current fiscal year. In recent years, prior to the approval of Proposition 22, on a number of occasions, the State diverted Fuel Tax Revenues that would otherwise have been paid to local governments and repaid such amounts in full without interest at later specified dates.

While the State has, in the past, loaned Gas Tax Revenues to the State General Fund, such amounts have been loaned from the State portion of such Gas Tax Revenues, and not from amounts paid to local governments, and the City of Desert Hot Springs and the City of Menifee have received full payment of their applicable Gas Tax Revenues since the date of their respective Prior Installment Sale Agreements. Notwithstanding the foregoing, on February 16, 2008, then Governor Arnold Schwarzenegger signed a six-bill budget package designed to reduce expenses in the State’s fiscal year 2007-08. One of the bills enacted into law was Assembly Bill No. 7 (“ABX3 7”), which provided, as it pertained to local agencies, that gas tax revenues collected during the months of March, April, May, June, and July of 2008, and otherwise transferrable to local agencies pursuant to Section 2104, Section 2105, Section 2106, and Section 2107, would be suspended and would instead be transferred to respective local agencies along with the August 2008 Gas Tax Revenues in September 2008.

ABX3 7 also permitted each of the local agencies, for cash management purposes during this five-month suspension period, to use any cash received pursuant to Proposition 1B (the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 of Division 1 of Title 2 of the California Government Code)) for the same purposes for which the gas tax revenues are authorized under Article XIX of the California Constitution; provided that such cash is replaced after the suspended Gas Tax Revenues were received by the local agency in September 2008.

In March 2010, the Legislature amended Section 2103.1 of the Streets and Highways Code to provide that, for the months of July, August, September, October, November, and December 2010, and January, February, and March 2011, no more than \$50,000,000 each month of Fuel Tax Revenues could be deferred and diverted from local governments (excluding certain exempted counties and cities) and instead paid to local governments by April 30, 2011. On November 2, 2010, the California electorate approved Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 (“Proposition 22”), an initiative amendment to the California Constitution. Proposition 22 prohibits the State from raiding funds that are allocated to local government, public safety, and transportation purposes, including the local government portion of Fuel Tax Revenues. In December 2010, the California State Controller’s Office notified local governments that it had determined that Proposition 22 effectively prohibited such continued deferrals of Fuel Tax Revenues under Section 2103.1 of the Streets and Highways Code and that funds deferred from July through October 2010 would be repaid to local governments by April 30, 2011.

Other issues and uncertainties may arise with respect to the implementation or interpretation of, or the interaction between, the gasoline sales tax – gasoline excise tax swap (see “GAS TAX REVENUES – Statewide Gas Tax Revenues and Apportionments – 2010 Gasoline Sales Tax – Gasoline Excise Tax Swap”) and Proposition 22, and additional legislation may be enacted, including legislation purporting to amend or repeal Proposition 22, or litigation may be commenced with respect to those or other such matters. Any such legislation or litigation regarding, affecting, or purporting to amend or repeal such implementation, interpretation, interaction, or other matters may adversely impact Gas Tax Revenues to be received the Local Agency.

Gasoline Sales Subject to Fluctuation

The collection of taxes imposed on the purchase of motor vehicle fuels is necessarily subject to fluctuations in spending which is affected by, among other things, general economic cycles. Gas Tax Revenues may increase along with the increasing fuel prices brought about by inflation, but collections also are vulnerable to adverse economic conditions and reduced spending and may decrease as a result. Consequently, the rate of collection of taxes imposed on the purchase of motor vehicle fuels and, particularly, Gas Tax Revenues may be expected to correspond generally to economic cycles, patterns of usage of automobiles and truck transport, alternative transportation and energy sources as may be developed, and changes in population and density, among other factors. Neither the City of Desert of Hot Springs nor the City of Menifee have any control over general economic cycles, alternate energy sources, changes in transportation technology, or changes in usage over time, and is unable to predict what economic factors, demands, changes in use or cycles of collection will occur while the Certificates remain outstanding.

California State Legislature or Electorate May Change Items Subject to Measure A Sales Tax

With limited exceptions, the Measure A Sales Tax will be imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the Measure A Sales Tax are imposed. Any such change or limitation could have an adverse impact on the Measure A Revenues collected and the portion of such Measure A Revenues, and, correspondingly, the portion of Measure A Receipts, allocated by the Commission to the Local Agencies. For a further description of the Measure A Sales Tax, see “MEASURE A REVENUES; MEASURE A RECEIPTS.”

Increases in Sales Tax Rate May Cause Declines in Measure A Revenues

The 0.5% Measure A Sales Tax imposed in the County for transportation purposes and administered by the Commission is in addition to the sales or use tax levied statewide by the State. On November 6, 2012, State voters approved Proposition 30, which, among other things, increased the statewide tax rate by one quarter of one percent (increasing the statewide rate from 7.25% to 7.50%) for four years, effective January 1, 2013, through December 31, 2016, and the total County tax to 8%. Additional future increases, if any, in the State sales tax or the sales tax levied in the County could have an adverse effect on consumer spending decisions and consumption, resulting in a reduction of Measure A Revenues.

No Liability of Authority to Owners

Subject to any provisions in the Trust Agreement to the contrary, the Authority has no obligation or liability to the Owners of the Certificates with respect to the payment when due of the Installment Sale Payments by any Local Agency or with respect to the performance by any Local Agency of other

agreements and covenants required to be performed by such Local Agency under the applicable 2020 Installment Sale Agreement or the Trust Agreement, or with respect to the performance by the Trustee of any of the Trustee's rights or obligations under the Trust Agreement.

Economic, Political, Social, and Environmental Conditions

The level of Measure A Sales Tax revenues collected depends on the level of taxable sales transactions within the County, which, in turn, depends on the level of general economic activity in the County and the State generally. Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State or federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

Natural Disasters

The occurrence of any natural disaster in or near the boundaries of the Local Agencies or the County, including, without limitation, fire, earthquake, landslide, high winds, drought or flood, could have an adverse material impact on the economy within the Local Agencies or the County and the generation of sales and use taxes that constitute Gas Tax Revenues and Measure A Revenues. Portions of the City and the County may be at risk of damage or destruction from wildfires or subject to unpredictable seismic activity.

Secondary Market

There can be no guarantee that there will be a secondary market for the Certificates or, if a secondary market exists, that the Certificates can be sold for any particular price. Occasionally, because of general market conditions, adverse history or economic prospects connected with a particular issue, secondary marketing practices are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Risks Associated with Certificate Insurance Policy

In the event that a Local Agency defaults in the payment of principal or interest with respect to Certificates when due, the Owners of the Certificates will have a claim under the Certificate Insurance Policy for such payments. See the caption "CERTIFICATE INSURANCE." In the event that the Certificate Insurer becomes obligated to make payments with respect to the Certificates, no assurance can be given that such event will not adversely affect the market for the Certificates. In the event that the Certificate Insurer is unable to make payments of principal or interest with respect to the Certificates when due under the Certificate Insurance Policy, the Certificates will be payable solely from Gas Tax Revenues and Measure A Receipts and amounts held in certain funds and accounts established under the Trust Agreement, as described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

The insured long-term rating on the Certificates is dependent in part on the financial strength of the Insurer and its claims-paying ability. The Certificate Insurer's financial strength and claims-paying

ability are predicated upon a number of factors which could change over time. If the long-term ratings of the Insurer are lowered, such event could adversely affect the market for the Certificates. See the caption "RATINGS."

None of the Local Agencies, the Authority or the Underwriter has made an independent investigation of the claims-paying ability of the Certificate Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Certificate Insurer is being made by the Local Agencies, the Authority or the Underwriter in this Official Statement. Therefore, when making an investment decision with respect to the Certificates, potential investors should carefully consider the ability of the Authority to pay principal and interest with respect to the Certificates, assuming that the Certificate Insurance Policy is not available for that purpose, and the claims-paying ability of the Certificate Insurance Policy through final maturity of the Certificates.

So long as the Certificate Insurance Policy remains in effect and the Certificate Insurer is not in default of its obligations thereunder, the Certificate Insurer has certain notice, consent and other rights under the Trust Agreement and will have the right to control all remedies in the event of a default under the Trust Agreement. The Certificate Insurer is not required to obtain the consent of the Owners of the Certificates with respect to the exercise of remedies. See Appendix A.

CONSTITUTIONAL PROVISIONS AFFECTING LOCAL AGENCY REVENUES AND APPROPRIATIONS

Article XIII B of the California Constitution – Limitations on Appropriations

On November 6, 1979, State voters approved Proposition 4, the so-called Gann Initiative, which added Article XIII B to the California Constitution ("Article XIII B"). In June 1990, Article XIII B was amended by the voters through their approval of Proposition 111, which is described below under the caption "Proposition 111." Article XIII B limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population, and cost of services rendered by the governmental entity. The "base year" for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the governmental entity, or (ii) for emergencies, so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIII B include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance, and disability insurance funds. Appropriations subject to limitation pursuant to Article XIII B do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIII B includes

a requirement that if an entity’s revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIII B allows voters to approve a temporary waiver of a government’s Article XIII B limit. Such a waiver is often referred to as a “Gann limit waiver.” The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to a Local Agency or allow such Local Agency to finance additional services.

Installment Sale Payments are subject to the Article XIII B appropriations limitations. For fiscal year 2020-21, the City of Desert Hot Springs calculated its appropriations limit at \$33,861,725. For fiscal year 2020-21, the City of Desert Hot Springs has budgeted its appropriations limit at \$17,179,499. For fiscal year 2020-21, the City of Menifee calculated its appropriations limit at \$_____. For fiscal year 2020-21, the City of Menifee has budgeted its appropriations limit at \$_____. For fiscal year 2020-21, the City of Moreno Valley calculated its appropriations limit at \$139,321,723. For fiscal year 2020-21, the City of Moreno Valley has budgeted its appropriations limit at \$80,536,602. Neither the City of Desert Hot Springs, the City of Menifee, nor the City of Moreno Valley has ever made appropriations that exceeded the limitation on appropriations under Article XIII B. The impact of the appropriations limit on the financial needs of the Local Agencies in the future is unknown.

Articles XIII C and XIII D of the California Constitution – The Right to Vote on Taxes

On November 5, 1996, State voters approved Proposition 218, entitled the “Right to Vote on Taxes Act” (“Proposition 218”). Proposition 218 added Article XIII C (“Article XIII C”) and Article XIII D (“Article XIII D”) to the California Constitution, which Articles contain a number of provisions affecting the ability of Local Agencies to levy and collect both existing and future taxes, assessments, fees, and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the ability of a Local Agency to meet certain obligations.

Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as a general fund of a Local Agency, require a two-thirds vote. Article XIII C further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election, which must be held within two years of November 5, 1996. None of the Local Agencies has imposed, extended, or increased any such taxes that are currently in effect without voter approval.

Article XIII C also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees, and charges, regardless of the date such taxes, assessments, fees, and charges were imposed. Article XIII C expands the initiative power to include reducing or repealing assessments, fees, and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIII C to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, fees, or charges. No assurance can be given that the voters within the jurisdiction of a Local Agency will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of such Local Agency’s general fund. “Assessments,” “fees,” and “charges” are not defined in Article XIII C, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIII C as for Article XIII D described below. If not, the scope of the initiative power under Article XIII C potentially could include

any general fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income. None of the Local Agencies levy any property related “fees” or “charges” that it considered are subject to challenge under Article XIIC.

The voter approval requirements of Proposition 218 reduce the flexibility of a Local Agency to raise revenues for its general fund, and no assurance can be given that such Local Agency will be able to impose, extend, or increase taxes in the future to meet increased expenditure needs.

Article XIID also added several new provisions relating to how Local Agencies may levy and maintain “assessments” for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments that exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a “special benefit,” as defined in Article XIID, over and above any general benefits conferred, and (iii) a majority protest procedure that involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing, and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. “Assessment” in Article XIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights, and parks.

In addition, Article XIID added several provisions affecting “fees” and “charges,” defined for purposes of Article XIID to mean “any levy other than an *ad valorem* tax, a special tax, or an assessment, imposed by [a local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.” All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges that (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a “property related fee” under Article XIID, there could be future restrictions on the ability of a Local Agency to charge its respective enterprise funds for various services provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The Local Agencies must then hold a hearing upon the proposed imposition or increase and, if written protests against the proposal are presented by a majority of the owners of the identified parcels, a Local Agency may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water, and refuse collection services, or fees for electrical and gas service, which fees or charges are not treated as “property related” for purposes of Article XIID, no property related fee or charge may be imposed or increased without majority approval by the property owners subject to the fee or charge or, at the option of a Local Agency, two-thirds voter approval by the electorate residing in the affected area.

Neither the City of Desert Hot Springs, the City of Menifee, nor the City of Moreno Valley believes that the provisions of Article XIIC or Article XIID will directly impact the Measure A Receipts available to such Local Agency to make its Installment Sale Payments required pursuant to the applicable 2020 Installment Sale Agreement.

Future Initiatives

Article XIIB, Article XIIC, and Article XIID were each adopted as measures that qualified for the ballot pursuant to the State’s Constitutional initiative process. From time to time other initiative

measures could be adopted, affecting the ability of each Local Agency to increase or apply revenues and to make or increase appropriations.

THE AUTHORITY

The Authority is a joint powers agency organized pursuant to a Joint Powers Agreement among a number of California counties, cities, and special districts entered into pursuant to the provisions relating to the joint exercise of powers contained in Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code.

Since its formation in 1988, the Authority has issued more than \$50 billion in tax-exempt financings. Any obligation, other than the obligations represented by the Certificates, previously or to be issued or otherwise incurred by the Authority will be secured by instruments separate and apart from the Trust Agreement and the 2020 Installment Sale Agreements. The holders of such other obligations of the Authority will have no claim on the security for the Certificates and the Owners will have no claim on the security of such other obligations issued by the Authority.

The Authority is governed by a seven-member commission and is currently comprised of three members from the California State Association of Counties, two members from the League of California Cities, one member from the City of Sacramento, and one member from the County of Sacramento (collectively, the “Commissioners”). Neither the Authority nor its Commissioners or officers have any obligations or liability to the Owners of the Certificates with respect to the payment of Installment Sale Payments by any Local Agency under its 2020 Installment Sale Agreement, or with respect to the performance of any Local Agency of other covenants made by such Local Agency in the applicable 2020 Installment Sale Agreement.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP (“Special Counsel”), Special Counsel to each Local Agency, based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, the interest on the Installment Sale Payments paid by the applicable Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Special Counsel is of the opinion that the interest on the Installment Sale Payments paid by each Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates is exempt from State of California personal income taxes. Special Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Installment Sale Payments. Complete copies of the proposed forms of opinions of Special Counsel are set forth in Appendix C hereto.

The following discussion summarizes certain U.S. federal tax considerations generally applicable to owners of the Certificates that acquire their Certificates in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the “IRS”) with respect to any of the U.S. federal tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs,

insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Certificates as part of a hedge, straddle or an integrated or conversion transaction, or investors whose “functional currency” is not the U.S. dollar. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in an owner. This summary also does not consider the taxation of the Certificates under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their Certificates pursuant to this offering for the issue price that is applicable to such Certificates (i.e., the price at which a substantial amount of the Certificates are sold to the public) and who will hold their Certificates as “capital assets” within the meaning of Section 1221 of the Code.

As used herein, “U.S. Holder” means a beneficial owner of a Certificate that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, “Non-U.S. Holder” generally means a beneficial owner of a Certificate (other than a partnership) that is not a U.S. Holder. If a partnership holds Certificates, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Certificates, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Certificates (including their status as U.S. Holders or Non-U.S. Holders).

Notwithstanding the rules described below, it should be noted that certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies may be required to recognize income, gain and loss with respect to the Certificates at the time that such income, gain or loss is recognized on such financial statements instead of under the rules described below (in the case of original issue discount, such requirements are only effective for tax years beginning after December 31, 2018).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the Certificates in light of their particular circumstances.

U.S. Holders

Interest. Interest on the Installment Sale Payments paid by the applicable Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the Certificates is less than the amount to be paid at maturity of such Certificates (excluding amounts stated to be interest and payable at least annually over the term of such Certificates) by more than a de minimis amount, the difference may constitute original issue discount (“OID”). U.S. Holders of Certificates will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income).

Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

Certificates purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier prepayment date) will be treated as issued at a premium. A U.S. Holder of a Certificate issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such Certificate.

Sale or Other Taxable Disposition of the Certificates. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a Certificate will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Certificate will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Installment Sale Payments, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the Certificate (generally, the purchase price paid by the U.S. Holder for the Certificate, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such Certificate). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Certificates, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. Holder's holding period for the Certificates exceeds one year. The deductibility of capital losses is subject to limitations.

Defeasance of the Certificates. If the Authority defeases any Certificate, the Certificate may be deemed to be retired for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, an owner will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the owner's adjusted tax basis in the Certificate.

Information Reporting and Backup Withholding. Payments on the Certificates generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the Certificates may be subject to backup withholding at the current rate of 24% with respect to "reportable payments," which include interest paid on the Installment Sale Payments and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Certificates. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. Holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. An owner's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Non-U.S. Holders

Interest. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act," payments of principal and interest on any

Installment Sale Payments paid by the applicable Local Agency under the applicable 2020 Installment Sale Agreement and received by the owners of the Certificates to a Non-U.S. Holder, other than (1) a controlled foreign corporation, a such term is defined in the Code, which is related to the Authority through stock ownership and (2) a bank which acquires such Certificate in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. federal withholding tax provided that the beneficial owner of the Certificate provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading “Information Reporting and Backup Withholding,” or an exemption is otherwise established.

Disposition of the Certificates. Subject to the discussions below under the headings “Information Reporting and Backup Withholding” and “FATCA,” any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority or a deemed retirement due to defeasance of the Certificate) or other disposition of a Certificate generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such owner is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition and certain other conditions are met.

U.S. Federal Estate Tax. A Certificate that is held by an individual who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual’s death, provided that, at the time of such individual’s death, payments of interest on the Installment Sale Payments paid by the Local Agencies with respect to such Certificate would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

Information Reporting and Backup Withholding. Subject to the discussion below under the heading “FATCA,” under current U.S. Treasury Regulations, payments of principal and interest on any Installment Sale Payments to an owner that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the Certificate or a financial institution holding the Certificate on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. The current backup withholding tax rate is 24%.

Foreign Account Tax Compliance Act (“FATCA”)—U.S. Holders and Non-U.S. Holders

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments

of interest on the Installment Sale Payments. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain “passthru” payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term “foreign passthru payments.” Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular owner of Certificates in light of the owner’s particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of Certificates, including the application and effect of state, local, non-U.S., and other tax laws.

RATINGS

It is anticipated that S&P Global Ratings (“S&P”), will assign its municipal bond rating of “__” to the Certificates, based on the issuance of the Certificate Insurance Policy by the Certificate Insurer at the time of delivery of the Certificates. S&P has also assigned an underlying municipal bond rating of “__” to the Certificates. There is no assurance that such ratings will be in effect for any given period of time or that either or both such ratings will not be revised downward or withdrawn entirely by the rating agency if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect on the market price of the Certificates. Such ratings reflect only the views of the rating agency furnishing such ratings and an explanation of the significance of a rating may be obtained only from such rating agency.

CONTINUING DISCLOSURE

In connection with the execution and delivery of the Certificates, each Local Agency will covenant in a Continuing Disclosure Agreement, executed for the benefit of Owners, to provide certain financial information and operating data and notices of certain events. See “APPENDIX D – Form of Local Agency Continuing Disclosure Agreement.”

The City of Desert Hot Springs previously entered into disclosure undertakings in connection with certain prior debt issuances, including the Desert Hot Springs 2012 Certificates. During the past five years, the City of Desert Hot Springs failed to comply with its disclosure undertakings under the Rule as follows: _____.

The City of Menifee previously entered into disclosure undertakings in connection with certain prior debt issuances, including the Menifee 2012 Certificates. During the past five years, the City of Menifee failed to comply with its disclosure undertakings under the Rule as follows: _____.

The City of Moreno Valley previously entered into disclosure undertakings in connection with certain prior debt issuances, including the Moreno Valley 2013 Certificates. During the past five years, the City of Moreno Valley failed to comply with its disclosure undertakings under the Rule as follows: _____.

MUNICIPAL ADVISOR

Each Local Agency has retained Urban Futures, Inc., Tustin, California, as municipal advisor (the “Municipal Advisor”) in connection with the execution and delivery of the Certificates. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

UNDERWRITING

The Certificates are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Certificates at a price of \$_____ (which represents the aggregate principal amount represented by the Certificates, [plus/less] a net original issue [premium/discount] of \$_____, less an Underwriter’s discount of \$_____). The contract of purchase pursuant to which the Certificates are being purchased by the Underwriter provides that the Underwriter will purchase all of the Certificates if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Certificates to certain dealers and dealer banks and banks acting as agent and others at prices lower than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter. Although the Underwriter expects to maintain a secondary market in the Certificates after the initial offering, no guaranty can be made that such a market will develop or be maintained by the Underwriter or others.

NO LITIGATION

The Authority

To the knowledge of the Authority, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or threatened seeking to restrain or enjoin the execution, delivery, or sale of the Certificates, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Certificates, the validity or enforceability of the documents executed by the Authority in connection with the Certificates, the completeness or accuracy of this Official Statement, or the existence or powers of the Authority relating to the sale of the Certificates.

The Local Agencies

The City of Desert Hot Springs will certify that, to the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the City of Desert Hot Springs, seeking to restrain or enjoin the execution or delivery of the Certificates, the Trust Agreement, or the applicable 2020 Installment Sale Agreement, or in any way contesting or affecting the validity of the foregoing or any proceeding of the City of Desert Hot Springs taken with respect to any of the foregoing or that will materially affect the ability of the City of Desert Hot Springs to pay its Installment Sale Payments when due.

The City of Menifee will certify that, to the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the City of Menifee, seeking to restrain or enjoin the execution or delivery of the Certificates, the Trust Agreement, or the applicable 2020 Installment Sale Agreement, or in any way contesting or affecting the validity of the foregoing or any proceeding of the

City of Menifee taken with respect to any of the foregoing or that will materially affect the ability of the City of Menifee to pay its Installment Sale Payments when due.

The City of Moreno Valley will certify that, to the best of its knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the City of Moreno Valley, seeking to restrain or enjoin the execution or delivery of the Certificates, the Trust Agreement, or the applicable 2020 Installment Sale Agreement, or in any way contesting or affecting the validity of the foregoing or any proceeding of the City of Moreno Valley taken with respect to any of the foregoing or that will materially affect the ability of the City of Moreno Valley to pay its Installment Sale Payments when due.

CERTAIN LEGAL MATTERS

The validity and enforceability of the 2020 Installment Sale Agreements and the Trust Agreement and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies. A complete copy of the proposed form of Special Counsel opinion is contained in Appendix C hereto. Special Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Authority by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, for the City of Desert Hot Springs by Stream Kim Hicks Wrage & Alfaró, P.C., Riverside, California, its City Attorney, for the City of Menifee by its City Attorney, for the City of Moreno Valley by its City Attorney, for the Underwriter by Jones Hall, A Professional Law Corporation, San Francisco, California, as Underwriter’s Counsel, for the Trustee by its counsel, and for the Certificate Insurer by its counsel.

MISCELLANEOUS

The purpose of this Official Statement is to supply information to prospective buyers of the Certificates. Quotations from and summaries and explanations of the Certificates and other documents contained herein do not purport to be complete and reference is made to said documents for full and complete statements of their provisions.

This Official Statement and its distribution have been duly authorized and approved by the Authority and each Local Agency.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as agent for and on behalf of each Local Agency

By: _____
Authorized Signatory

APPENDIX A
SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

APPENDIX B

GENERAL INFORMATION REGARDING PARTICIPATING LOCAL AGENCIES

The following information regarding the Local Agencies is presented for informational purposes only. The Certificates do not constitute a general obligation debt of any Local Agency, and no Local Agency has pledged its full faith and credit to the repayment of the Certificates. Neither the General Fund nor the taxing power of any Local Agency, the County of Riverside, the State of California, or any political subdivision of the State of California is pledged to the payment of the Installment Sale Payments or the Certificates. The Certificates are payable solely from the sources described in the Official Statement.

The following information regarding the Local Agencies and the County is the latest available, but in certain cases is as of dates and for periods before the economic impact of the COVID-19 pandemic and measures instituted to slow it. Accordingly, such information is not necessarily indicative of the current financial condition or future prospects of the Local Agencies or the County.

City of Desert Hot Springs

General. The City of Desert Hot Springs, California (the "City of Desert Hot Springs"), is located in Riverside County, California (the "County"), approximately 110 miles east of the City of Los Angeles. The City of Desert Hot Springs covers approximately 23.62 square miles in the foothills of Joshua Tree National Park at an average elevation of 1,076 feet above sea level. The City of Desert Hot Springs has a temperate climate, with a mean average temperature of 99 degrees Fahrenheit in the summer and average annual rainfall of 5.23 inches. The City of Desert Hot Springs is located in eastern Riverside County in an area known as the Coachella Valley. The region hosts eight other cities including the Cities of Palm Springs, Palm Desert, and La Quinta.

Government. The City of Desert Hot Springs was incorporated in 1963 and operates as a general law city with a council-manager form of government. The five members of the City Council of the City of Desert Hot Springs (the "Desert Hot Springs City Council") are elected at large for staggered four-year terms. The Mayor is directly elected by the citizens of the City of Desert Hot Springs and serves a two-year term. The other four members rotate the position of Mayor Pro-Tem on an annual basis. The current members of the Desert Hot Springs City Council, and their respective offices, are listed below:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Scott Matas	Mayor	December 2020
Robert Griffith	Mayor Pro Tem	December 2020
Russell Betts	Council Member	December 2020
Gary Gardner	Council Member	December 2022
Jan Pye	Council Member	December 2022

Other Information. Certain additional economic and demographic information regarding the City of Desert Hot Springs is included in certain remaining sections of this Appendix B. See below.

City of Menifee

General. The City of Menifee, California (the "City of Menifee"), is located in the County, approximately 85 miles southeast of the City of Los Angeles. The City of Menifee covers approximately 50 square miles at an average elevation of 1,430 feet above sea level. The area surrounding the City of Menifee is largely rural with pockets of medium-density subdivisions. The City of Menifee has a temperate climate, with a mean average temperature of 71 degrees Fahrenheit and average rainfall of .10

inches. Much of the economy of the City of Menifee and the surrounding community involves multiple commercial uses. Throughout the center of the City is the I-215 commercial corridor, which contains retail, restaurant, and general commercial uses. In the northwestern portions of the City of Menifee, there are industrial and light manufacturing uses, and a business/industrial park is expected to be developed in that area in the future.

Government. The City of Menifee was incorporated in 2008 and operates as a general law city with a council-manager form of government. The five members of the City Council of the City of Menifee Valley (the “Menifee City Council”) are elected at large for staggered four-year terms. The Menifee City Council elects one of its members as Mayor every two years, and the other four members rotate the position of Mayor Pro-Tem on an annual basis. The current members of the Menifee City Council, and their respective offices, are listed below:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Bill Zimmerman	Mayor	December 2020
Matt Liesemeyer	Mayor Pro Tem	December 2022__
Greg August	Councilmember	December 2020
Lesia Sobek	Councilmember	December 2020
Dean Deines	Councilmember	December 2022__

Other Information. Certain additional economic and demographic information regarding the City of Menifee is included in certain remaining sections of this Appendix B. See below.

City of Moreno Valley

General. The City of Moreno Valley, California (the “City of Moreno Valley”), is located in the County, approximately 65 miles southeast of the City of Los Angeles. The City of Moreno Valley covers approximately 50 square miles at an average elevation of 1,631 feet above sea level. The City of Moreno Valley has a temperate climate, with a mean average temperature of 65 degrees Fahrenheit and average annual rainfall of 10.67 inches. The City of Moreno Valley is located in the Inland Empire, which consists of Riverside and San Bernardino Counties. The Inland Empire had experienced a vibrant economic environment from the mid 1990’s to the mid-2000’s, during which period the City of Moreno Valley experienced strong residential and commercial growth. The rate of such residential and commercial growth recently has slowed considerably due to the economic downturn.

Government. The City of Moreno Valley was incorporated in 1984 and operates as a general law city with a council-manager form of government. The five members of the City Council of the City of Moreno Valley (the “Moreno Valley City Council”) are elected by district for four-year overlapping terms. The Moreno Valley City Council elects one of its members as Mayor and another as Mayor Pro-Tem on an annual basis. The current members of the Moreno Valley City Council, and their respective offices, are listed below:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Dr. Yxstian Gutierrez	Mayor	December 2020
Victoria Baca	Mayor Pro Tem	December 2020
Dr. Carla J. Thornton	Councilmember	December 2022
David Marquez	Councilmember	December 2020
Ulises Cabrera	Councilmember	December 2022

Other Information. Certain additional economic and demographic information regarding the City of Moreno Valley is included in the certain remaining sections of this Appendix B. See below.

Population

Population figures for the City of Desert Hot Springs, the City of Menifee, the City Moreno Valley, the County and the State for the years 2016 through 2020 are shown in the following table.

**CITY OF DESERT HOT SPRINGS, CITY OF MENIFEE, CITY OF MORENO VALLEY
RIVERSIDE COUNTY AND STATE OF CALIFORNIA
POPULATION ESTIMATES**

<u>Area</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
City of Desert Hot Springs	28,692	28,937	29,525	29,683	29,660
City of Menifee	88,131	90,197	92,157	94,732	97,093
City of Moreno Valley	202,021	203,661	205,549	207,181	208,838
Riverside County	2,343,785	2,376,580	2,400,762	2,422,146	2,442,304
State of California	39,131,307	39,398,702	39,586,646	39,695,376	39,782,870

Source: State of California, Department of Finance, as of January 1.

Commercial Activity

City of Desert Hot Springs. A summary of historical taxable sales within the City of Desert Hot Springs during the past five years in which data is available is shown in the following table. Total taxable sales during the calendar year 2019 in the City of Desert Hot Springs were reported to be \$162,808,000 a 6.09% increase over the total taxable sales of \$153,456,000 reported during the calendar year 2018. Figures for calendar year 2020 are not yet available.

**CITY OF DESERT HOT SPRINGS
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Taxable transactions in thousands of dollars)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2015 ⁽¹⁾	257	\$117,006	390	\$127,502
2016	272	114,147	405	125,456
2017	254	125,094	390	138,947
2018	246	142,557	420	153,456
2019	262	150,231	470	162,808

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.
Source: State Department of Tax and Fee Administration.

City of Menifee. A summary of historical taxable sales within the City of Menifee during the past five years in which data is available is shown in the following table. Total taxable sales during the calendar year 2019 in the City of Menifee were reported to be \$775,320,000 a 4.47% increase over the total taxable sales of \$742,128,000 reported during the calendar year 2018. Figures for calendar year 2020 are not yet available.

**CITY OF MENIFEE
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Taxable transactions in thousands of dollars)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	823	\$518,584	1,251	\$580,358
2016	872	553,479	1,342	628,923
2017	938	608,682	1,426	683,385
2018	971	647,231	1,484	742,128
2019	1,019	182,530	1,568	775,320

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. *Source: State Department of Tax and Fee Administration.*

City of Moreno Valley. A summary of historical taxable sales within the City of Moreno Valley during the past five years in which data is available is shown in the following table. Total taxable sales during the calendar year 2019 in the City of Moreno Valley were reported to be \$1,853,127,000 a 3.56% increase over the total taxable sales of \$1,789,391,000 reported during the calendar year 2018. Figures for calendar year 2020 are not yet available.

**CITY OF MORENO VALLEY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
(Taxable transactions in thousands of dollars)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	1,920	\$1,366,324	2,629	\$1,524,713
2016	2,063	1,393,342	2,823	1,571,730
2017	2,152	1,467,037	2,950	1,652,123
2018	2,228	1,609,248	3,103	1,789,391
2019	2,347	1,666,506	3,351	1,853,127

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers. *Source: State Department of Tax and Fee Administration.*

County of Riverside. A summary of historical taxable sales within the County during the past five years in which data is available is shown in the following table. Total taxable sales during the calendar year 2019 in the County were reported to be \$40,557,845,000 a 4.20% increase over the total taxable sales of \$38,919,498,000 reported during the calendar year 2018. Figures for calendar year 2020 are not yet available.

RIVERSIDE COUNTY
Taxable Transactions
Number of Permits and Valuation of Taxable Transactions
(Taxable transactions in thousands of dollars)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2015 ⁽¹⁾	18,662	\$23,281,724	56,846	\$32,910,910
2016	38,445	24,022,136	57,771	34,231,144
2017	38,967	25,581,948	58,969	36,132,814
2018	39,577	28,042,692	61,433	38,919,498
2019	40,491	29,020,400	64,063	40,557,845

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.
 Source: State Department of Tax and Fee Administration.

Industry and Employment

The unemployment rate in the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (“MSA”) was 14.7 percent in April 2020, and above the year-ago estimate of 3.5 percent. This compares with an unadjusted unemployment rate of 15.9 percent for California and 13.0 percent for the nation during the same period. The unemployment rate was 15.8 percent in Riverside County, and 13.9 percent in San Bernardino County.

The following table presents the annual average distribution of persons in various wage and salary employment categories for Riverside-San Bernardino-Ontario MSA for calendar years 2015 through 2019. As a result of the COVID-19 pandemic, the unemployment rate in the County is anticipated to increase above these levels and the increase may be significant.

**RIVERSIDE-SAN BERNARDINO-ONTARIO MSA
(Riverside County)
Annual Average Labor Force
Employment by Industry
March 2019 Benchmark**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Civilian Labor Force ⁽¹⁾	1,956,900	1,984,900	2,022,100	2,047,500	2,071,800
Employment	1,828,200	1,866,600	1,918,600	1,959,400	1,988,600
Unemployment	128,600	118,300	103,600	88,100	83,200
Unemployment Rate	6.6%	6.0%	5.1%	4.3%	4.0%
<u>Wage and Salary Employment: ⁽²⁾</u>					
Agriculture	14,800	14,600	14,400	14,500	15,100
Mining and Logging	1,300	900	900	1,200	1,200
Construction	85,700	92,000	97,000	105,200	105,900
Manufacturing	96,100	98,600	98,700	101,100	101,200
Wholesale Trade	61,600	62,800	63,700	65,500	66,700
Retail Trade	174,300	178,000	182,100	181,200	181,300
Transportation, Warehousing and Utilities	97,400	107,300	120,200	132,900	142,800
Information	11,400	11,500	11,300	11,400	11,500
Finance and Insurance	26,900	26,700	26,200	24,600	24,000
Real Estate and Rental and Leasing	17,000	17,900	18,200	19,300	20,200
Professional and Business Services	147,400	145,000	147,200	151,400	155,500
Educational and Health Services	205,100	214,300	224,800	239,500	250,100
Leisure and Hospitality	151,700	160,200	165,700	170,600	175,200
Other Services	44,000	44,600	45,600	45,800	45,800
Federal Government	20,300	20,400	20,600	20,700	21,100
State Government	28,700	29,700	30,700	30,600	31,200
Local Government	184,400	192,200	198,600	205,900	208,200
Total, All Industries ⁽³⁾	1,368,100	1,416,700	1,465,900	1,521,200	1,556,900

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The largest manufacturing and non-manufacturing employers as of June 2020 in the County are shown below, in alphabetical order.

**RIVERSIDE COUNTY
Largest Employers
June 2020**

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Abbott Vascular Inc	Temecula	Physicians & Surgeons Equip & Supls-Whls
Amazon Fulfillment Ctr	Moreno Valley	Mail Order Fulfillment Service
Collins Aerospace	Riverside	Aircraft Components-Manufacturers
Corona City Hall	Corona	Government Offices-City/Village & Twp
Corona Regional Medical Ctr	Corona	Hospitals
Department-Corrections-Rehab	Norco	Government Offices-State
Desert Regional Medical Ctr	Palm Springs	Hospitals
Eisenhower Medical Ctr	Rancho Mirage	Hospitals
Fantasy Springs Resort Casino	Indio	Casinos
J Ginger Masonry LP	Riverside	Masonry Contractors
Kleinfelder Construction Svc	Riverside	Engineers-Structural
La Quinta Golf Course	La Quinta	Golf Courses
Parkview Community Hosp Med	Riverside	Hospitals
Pechanga Resort & Casino	Temecula	Casinos
Riverside Community Hospital	Riverside	Hospitals
Riverside University Health	Moreno Valley	Hospitals
Southwest Healthcare System	Murrieta	Health Care Management
Spa Resort Casino	Palm Springs	Casinos
Starcrest of California	Perris	Internet & Catalog Shopping
Starcrest Products	Perris	E-Commerce
Sun World Intl LLC	Coachella	Fruits & Vegetables-Wholesale
Time Rack	Corona	Computer Software
Universal Protection Svc	Palm Desert	Security Control Equip & Systems-Mfrs
US Air Force Dept	March Arb	Military Bases
Wachter Inc	Riverside	Electric Contractors

Source: California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2020 1st Edition.

Construction Activity

City of Desert Hot Springs. The following is a five-year summary of the valuation of building permits issued in the City of Desert Hot Springs.

CITY OF DESERT HOT SPRINGS Building Permit Valuation (Valuation in Thousands of Dollars)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Permit Valuation</u>					
New Single-family	\$510.1	\$990.3	\$9,225.0	\$9,585.4	\$5,095.6
New Multi-family	0	0	227.0	0.0	0.0
Res. Alterations/Additions	<u>104.6</u>	<u>387.9</u>	<u>113.7</u>	<u>262.5</u>	<u>1,373.7</u>
Total Residential	614.7	1,378.2	9,565.7	9,847.9	6,469.3
New Commercial	0.0	44.4	50.0	7,000.0	9,741.4
New Industrial	0.0	0.0	7,591.8	14,934.9	4,699.4
New Other	168.0	1,374.6	1,442.1	2,446.4	1,285.8
Com. Alterations/Additions	<u>0.0</u>	<u>0.0</u>	<u>3,149.6</u>	<u>2,181.8</u>	<u>12,088.3</u>
Total Nonresidential	168.0	1,419.0	12,683.5	26,563.1	27,814.9
<u>New Dwelling Units</u>					
Single Family	4	6	39	44	21
Multiple Family	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>
TOTAL	4	6	41	44	21

Source: Construction Industry Research Board, *Building Permit Summary*.

City of Menifee. The following is a five-year summary of the valuation of building permits issued in the City of Menifee

CITY OF MENIFEE Building Permit Valuation (Valuation in Thousands of Dollars)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Permit Valuation</u>					
New Single-family	\$129,002.5	\$175,663.2	\$215,729.8	\$293,565.2	\$288,570.7
New Multi-family	0.0	0.0	0.0	0.0	44,565.5
Res. Alterations/Additions	<u>8,781.0</u>	<u>8,169.5</u>	<u>4,538.8</u>	<u>2,849.5</u>	<u>10,147.5</u>
Total Residential	137,783.5	183,832.7	220,268.6	296,414.70	343,283.7
New Commercial	15,467.5	22,471.4	9,652.3	19,442.6	5,710.7
New Industrial	1,170.2	0.0	0.0	0.0	0.0
New Other	12,619.9	11,921.9	5,515.3	13,465.7	11,536.7
Com. Alterations/Additions	<u>3,905.9</u>	<u>10,272.6</u>	<u>2,564.4</u>	<u>6,083.8</u>	<u>11,908.2</u>
Total Nonresidential	33,163.5	44,665.9	17,732.0	38,992.1	29,155.6
<u>New Dwelling Units</u>					
Single Family	404	564	714	967	922
Multiple Family	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>330</u>
TOTAL	404	564	714	967	1252

Source: Construction Industry Research Board, *Building Permit Summary*.

City of Moreno Valley. The following is a five-year summary of the valuation of building permits issued in the City of Moreno Valley.

CITY OF MORENO VALLEY
Building Permit Valuation
(Valuation in Thousands of Dollars)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Permit Valuation</u>					
New Single-family	\$43,763.2	\$37,859.0	\$149,455.1	\$258,013.1	\$79,983.1
New Multi-family	0.0	12,924.8	1,846.4	64,145.9	2,850.9
Res. Alterations/Additions	<u>3,22.8</u>	<u>2,257.1</u>	<u>345.1</u>	<u>0.0</u>	<u>714.5</u>
Total Residential	43,763.2	53,040.9	151,646.6	322,159.0	83,548.5
New Commercial	10,367.0	20,938.4	85,582.7	241,156.9	1,301.6
New Industrial	48,912.0	0.0	183,190.9	191,582.5	426,391.5
New Other	4,969.2	8,513.1	8,766.9	0.0	0.0
Com. Alterations/Additions	<u>36,941.3</u>	<u>13,243.2</u>	<u>954.4</u>	<u>1,200.0</u>	<u>0.0</u>
Total Nonresidential	101,189.5	42,694.7	278,494.9	433,939.4	427,693.1
<u>New Dwelling Units</u>					
Single Family	133	100	451	854	315
Multiple Family	<u>0</u>	<u>112</u>	<u>16</u>	<u>372</u>	<u>14</u>
TOTAL	133	212	467	1226	329

Source: Construction Industry Research Board, *Building Permit Summary*.

County of Riverside. The following is a five-year summary of the valuation of building permits issued in the County.

RIVERSIDE COUNTY
Building Permit Valuation
(Valuation in Thousands of Dollars)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Permit Valuation</u>					
New Single-family	\$1,313,084.2	\$1,526,767.9	\$1,670,541.7	\$2,200,020.7	\$1,834,821.9
New Multi-family	110,458.4	106,291.8	109,309.0	232,706.8	282,465.1
Res. Alterations/Additions	<u>113,200.0</u>	<u>126,475.0</u>	<u>123,566.8</u>	<u>125,353.5</u>	<u>158,118.0</u>
Total Residential	1,536,742.5	1,759,534.6	1,903,417.4	2,588,080.9	2,275,405.0
New Commercial	211,785.1	583,023.6	555,352.6	956,131.6	346,766.8
New Industrial	180,521.4	59,439.2	410,275.4	529,326.4	493,872.3
New Other	204,554.2	583,002.8	104,351.4	149,451.5	145,129.9
Com. Alterations/Additions	<u>314,604.2</u>	<u>371,216.4</u>	<u>363,711.4</u>	<u>315,771.0</u>	<u>300,086.8</u>
Total Nonresidential	911,464.9	1,596,682.0	1,433,690.8	1,950,860.5	1,285,855.8
<u>New Dwelling Units</u>					
Single Family	5,007	5,662	6,265	7,540	6,563
Multiple Family	<u>1,189</u>	<u>1,039</u>	<u>1,070</u>	<u>1,628</u>	<u>1,798</u>
TOTAL	6,196	6,701	7,335	9,168	8,361

Source: Construction Industry Research Board, *Building Permit Summary*.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.” The following table summarizes the total effective buying income for The City of Desert Hot Springs, the City of Menifee, the City of Moreno Valley, Riverside County, the State and the United States for 2016 through 2020.

**CITY OF DESERT HOT SPRINGS, CITY OF MENIFEE, CITY OF MORENO VALLEY
RIVERSIDE COUNTY AND STATE OF CALIFORNIA**

**Effective Buying Income
2016 through 2020**

<u>Year</u>	<u>Area</u>	<u>Total Effective Buying Income (000's Omitted)</u>	<u>Median Household Effective Buying Income</u>
2016	Desert Hot Springs	\$363,651	\$31,557
	Menifee	1,761,155	48,466
	Moreno Valley	3,079,685	47,668
	Riverside County	47,509,909	50,287
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	Desert Hot Springs	\$379,690	\$32,312
	Menifee	1,860,914	50,587
	Moreno Valley	3,159,028	48,149
	Riverside County	51,784,973	54,014
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	Desert Hot Springs	\$379,690	\$32,312
	Menifee	2,009,302	53,328
	Moreno Valley	3,360,376	51,122
	Riverside County	51,784,973	54,014
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	Desert Hot Springs	\$405,868	\$33,400
	Menifee	2,157,067	55,119
	Moreno Valley	3,526,584	53,391
	Riverside County	54,118,453	55,565
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	Desert Hot Springs	\$424,416	\$34,291
	Menifee	2,46,351	60,917
	Moreno Valley	3,867,038	58,398
	Riverside County	59,340,417	59,928
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: The Nielsen Company (US), Inc for years 2016 through 2018; Claritas, LLC for 2019 and 2020.

APPENDIX C

PROPOSED FORMS OF SPECIAL COUNSEL OPINIONS

Upon execution and delivery of the Certificates, Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies, proposes to render their final approving opinions with respect thereto in substantially the following forms:

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4/28)

APPENDIX D

FORM OF LOCAL AGENCY CONTINUING DISCLOSURE AGREEMENT

Upon execution and delivery of the Certificates, each of the Local Agencies propose to enter into a Continuing Disclosure Agreement in substantially the following form:

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by and between the City of _____ (the “Reporting Local Agency”) and _____, in its capacity as dissemination agent (the “Dissemination Agent”), in connection with the execution and delivery of the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020 (Federally Taxable) (T.R.I.P. – Total Road Improvement Program), in an aggregate principal amount of \$_____ (the “Certificates”). The Certificates are being executed and delivered Wilmington Trust, N.A., as trustee (the “Trustee”), pursuant to the provisions of that certain Trust Agreement, dated as of _____ 1, 2020 (the “Trust Agreement”), by and among the California Statewide Communities Development Authority (the “Authority”), the Trustee, and the Reporting Local Agency, in order to provide funds to finance the acquisition, construction, and improvement of certain public improvements within the jurisdiction of the Reporting Local Agency. The Reporting Local Agency and the Dissemination Agent hereby certify, covenant, and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities and Exchange Act of 1934.

Section 2. Definitions. In addition to the definitions set forth in the Trust Agreement and in the 2020 Installment Sale Agreement, dated as of _____ 1, 2020 (the “2020 Installment Sale Agreement”), by and between the Authority and the Reporting Local Agency, which apply to any capitalized terms used in this Disclosure Agreement, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Reporting Local Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“*Annual Report Date*” shall mean the date in each year that is nine (9) months after the end of the Reporting Local Agency’s fiscal year, the end of which, as of the date of this Disclosure Agreement, is June 30.

“*Dissemination Agent*” shall mean, initially, _____, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent that is so designated in writing by the Reporting Local Agency and has filed with the then-current Dissemination Agent a written acceptance of such designation.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“*MSRB*” shall mean the Municipal Securities Rulemaking Board.

“*Official Statement*” means the Official Statement dated _____, 2020, relating to the Certificates.

“*Participating Underwriter*” shall mean Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

“*Rule*” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*SEC*” shall mean the Securities and Exchange Commission.

Section 3. Provision of Annual Reports.

(a) The Reporting Local Agency shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2021 with the Annual Report for fiscal year 2019-20, provide to the MSRB an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 15 calendar days prior to such date, the Reporting Local Agency shall provide its Annual Report to the Dissemination Agent, if such Dissemination Agent is a different entity than the Reporting Local Agency. The Annual Report must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as is prescribed by the MSRB, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that any audited financial statements of the Reporting Local Agency may be submitted separately from the balance of the Annual Report, and not later than the date required above for the filings of the Annual Report. If the Reporting Local Agency’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The Reporting Local Agency shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished hereunder. The Dissemination Agent may conclusively rely upon such certification of the Reporting Local Agency and shall have no duty or obligation to review such Annual Report.

(b) If the Reporting Local Agency is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Reporting Local Agency in a timely manner shall send to the MSRB a notice in the form prescribed by the MSRB. Such notice must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall:

1. provide any Annual Report received by it to the MSRB by the date required in subsection (a);
2. file a report with the Reporting Local Agency and the Trustee (if the Dissemination Agent is other than the Trustee) certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement and stating the date it was provided; and
3. take any other actions mutually agreed upon between the Dissemination Agent and the Reporting Local Agency.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements of the Reporting Local Agency, which include information regarding the funds and accounts of the Reporting Local Agency, if any, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available at the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information with respect to the Reporting Local Agency and the Certificates for the fiscal year to which the Annual Report relates, which information may be provided by its inclusion in the audited financial statements of the Reporting Local Agency for such fiscal year described in subsection (a) above:

1. Principal amount of the Certificates outstanding (including principal amount and years of maturity of Certificates, if any, called for prepayment in advance of maturity) and any bonds or certificates of participation issued or executed and delivered, as applicable, to refund the same.
2. Balance in the funds and accounts established under the Trust Agreement or the 2020 Installment Sale Agreement.
3. If the amount on deposit in the Reserve Subaccount is not equal to the Reserve Fund Requirement, the amount of the delinquency or surplus, as applicable.
4. A description of the status of construction of the Reporting Local Agency's Project, including (i) a description of any land use entitlements acquired or amended with respect to any portion of the Project during the period covered by the Annual Report, and (ii) any previously undisclosed legislative, administrative, or judicial challenges to the development of the Project, if material.
5. Updated information set forth in the applicable table of the Official Statement entitled "Measure A Revenues Historically Allocated to [Reporting Local Agency]."
6. Any material changes to the Reporting Local Agency's allocation of Measure A Receipts or with respect to its expectations with regard to the anticipated or projected Measure A Receipts.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Reporting Local Agency or related public entities, that are available to the public on the MSRB's Internet website or filed with the SEC. If the document included by reference is a final official statement, it must be available from the MSRB. The Reporting Local Agency shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Reporting Local Agency shall give, or cause to be given, not in excess of ten business days after the occurrence of any of the following events, notice of the occurrence of such event with respect to the Certificates:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Certificate calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayments of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership, or similar event of the Reporting Local Agency [this Listed Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Reporting Local Agency in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Reporting Local Agency, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Reporting Local Agency].
13. Consummation of a merger, consolidation, or acquisition involving the Reporting Local Agency or the sale of all or substantially all of the assets of the Reporting Local Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of the name of a trustee, if material.
15. Incurrence of a financial obligation of the Reporting Local Agency if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

financial obligation of the Reporting Local Agency, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Reporting Local Agency, any of which reflect financial difficulties.

(b) Upon and after the occurrence of a Listed Event listed under subsection (a)(2), (a)(7), (a)(8) (if the event is certificate call), (a)(10), (a)(13), (a)(14) or (a)(15) above, the Reporting Local Agency shall as soon as possible determine if such event would be material under applicable federal securities laws. If the Reporting Local Agency determines that knowledge of the occurrence of such Listed Event would be material under applicable federal securities laws, the Reporting Local Agency shall file a notice of such occurrence with the MSRB, with a copy to the Trustee, and the Participating Underwriter, within ten business days after the occurrence of such Listed Event. Such notice must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as prescribed by the MSRB.

(c) Within ten business days after the occurrence of any Listed Event (other than a Listed Event listed under subsection (a)(2), (a)(7), (a)(8), (a)(10), (a)(13), (a)(14) above and (a)(16)), the Reporting Local Agency shall file a notice of such occurrence with the MSRB, with a copy to the Trustee, and the Participating Underwriter. Such notice must be submitted in an electronic format as prescribed by the MSRB, accompanied by such identifying information as prescribed by the MSRB.

(d) For purposes of Listed Events (a)(15) and (a)(16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Termination of Reporting Obligation. The obligations of the Reporting Local Agency and the Dissemination Agent specified in this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment, or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the Reporting Local Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Reporting Local Agency may from time to time appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Reporting Local Agency shall act as Dissemination Agent. The initial Dissemination Agent shall be _____.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Reporting Local Agency may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to annual or event information to be provided hereunder, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Reporting Local Agency or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of the Reporting Local Agency or nationally recognized bond counsel, materially impair the interest of Certificates owners.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Reporting Local Agency to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Reporting Local Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Reporting Local Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Reporting Local Agency shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Reporting Local Agency to comply with any provisions of this Disclosure Agreement any Participating Underwriter or any holder or beneficial owner of the Certificates, or the Trustee on behalf of the holders of the Certificates, may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Reporting Local Agency to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed a default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Reporting Local Agency to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Reporting Local Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities that it may incur arising out of or in the exercise or performance of its duties as described hereunder, if any, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Reporting

Local Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates. The Dissemination Agent shall not be responsible in any manner for the format or content of any notice or Annual Report prepared by the Reporting Local Agency pursuant to this Disclosure Agreement. The Reporting Local Agency shall pay the reasonable fees and expenses of the Dissemination Agent for its duties as described hereunder.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Local Agency, the Dissemination Agent, the Trustee, the Participating Underwriter and holders and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Date: [Closing Date]

CITY OF _____

By: _____
Authorized Signatory

_____,
as Dissemination Agent

By: _____
Authorized Signatory

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4/128 :

APPENDIX E
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

APPENDIX F
CITY OF DESERT HOT SPRINGS
BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

APPENDIX G
CITY OF MENIFEE
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

APPENDIX H
CITY OF MORENO VALLEY
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

Attachment: AGENDA DRAFT Preliminary Official Statement - 2020 TRIP Financing (DHS, Menifee, Moreno Valley) [Revision 2] (4128 :

FIRST SUPPLEMENT TO 2013 INSTALLMENT SALE AGREEMENT

by and between the

CITY OF MORENO VALLEY
as Purchaser

and the

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,
as Seller

Supplementing that 2013 Installment Sale Agreement dated as of August 1, 2013

for the

**CALIFORNIA COMMUNITIES
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATES OF PARTICIPATION, SERIES 2020__
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

Dated as of _____ 1, 2020

Attachment: First Supplement to Installment Sale Agreement (Moreno Valley) - CSCDA Measure A TRIP 4154-6752-4390 1 (4128 :

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Attachment: First Supplement to Installment Sale Agreement (Moreno Valley) - CSCDA Measure A TRIP 4154-6752-4390 1 (4128 :

FIRST SUPPLEMENT TO 2013 INSTALLMENT SALE AGREEMENT

This FIRST SUPPLEMENT TO 2013 INSTALLMENT SALE AGREEMENT (the “First Supplement to Installment Sale Agreement”), dated as of _____ 1, 2020, by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the Constitution of the State of California (the “Local Agency”), and the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Authority”),

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing and refinancing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, the Local Agency has determined that refinancing the design, acquisition and construction of certain roadway improvements and street resurfacing, as hereinafter described (the “Project”) is necessary and proper for Local Agency purposes and uses, and under the terms of applicable law, the payment for such Project may be made from Gas Tax Revenues and Measure A Receipts, as those terms are hereinafter defined, and is for the common benefit of the Local Agency as a whole;

WHEREAS, the Local Agency has entered into that 2013 Installment Sale Agreement (the “Original Installment Sale Agreement”), dated as of August 1, 2013, between the Local Agency, as Purchaser and the Authority, as Seller

WHEREAS, in order to achieve a lower net interest cost and lower costs of issuance in connection with financing the Project, the Local Agency has determined to participate with certain other local agencies in the California Communities T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority to refinance projects, such as the Project;

WHEREAS, the Original Installment Sale Agreement permits the execution and delivery of an amendment or supplement in accordance therewith and with the terms of Section 4.02 of the Original Trust Agreement (as defined below);

WHEREAS, the Local Agency has determined to make installment sale payments as hereinafter described to the Authority for the repayment of the costs of the design, acquisition and construction of the Project and the incidental costs and expenses related thereto paid by the Authority; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of the First Supplement to Installment Sale Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the First Supplement to Installment Sale Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE IX
DEFINITIONS

Section 9.01. Amendment of Certain Defined Terms in Section 1.01 of the 2013 Installment Sale Agreement. Section 1.01 of the 2013 Installment Sale Agreement is amended and supplemented to include the revised definitions set forth below as amendments to the terms set forth in Section 1.01 of the 2013 Installment Sale Agreement, and to include the additional terms appearing below but not set forth in Section 1.01 of the 2013 Installment Sale Agreement. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any Supplemental Installment Sale Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:“Certificates” means the California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program), executed and delivered in accordance with the Trust Agreement and after the Effective Date means the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (T.R.I.P. – Total Road Improvement Program).

“First Supplement to Installment Sale Agreement” means this First Supplement to 2013 Installment Sale Agreement, dated as of _____ 1, 2020, between the Local Agency, as Purchaser and the Authority, as Seller, executed pursuant to the provisions of the Original Installment Sale Agreement.

“First Supplement to Trust Agreement” means the First Supplement to Trust Agreement, dated as of _____ 1, 2020, between the Local Agency, as Purchaser and the Authority, as Seller, executed pursuant to the provisions of the Original Trust Agreement.

“Interest Payment Date” means a date on which interest evidenced and represented by the Certificates is due and payable, being June 1 and December 1 of each year, commencing December 1, 2013.

“Original Installment Sale Agreement” means that 2013 Installment Sale Agreement, dated as of August 1, 2013, between the Local Agency, as Purchaser and the Authority, as Seller, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“Original Trust Agreement” means that Trust Agreement, dated as of August 1, 2013, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions thereof.

“Purchase Price” following the Effective Date, means the total of all 2020 Installment Sale Payments owed by the Local Agency to the Authority under the conditions and terms hereof for the repayment of the costs of the design, acquisition and construction of the Project and the incidental costs and expenses related thereto paid by the Authority, as amended by this First Supplement to Installment Sale Agreement.

“2013 Installment Sale Agreement” means the Original Installment Sale Agreement as amended and supplemented by this First Supplement to Installment Sale Agreement, as originally executed and as it may from time to time be amended or supplemented in accordance herewith and with the terms of the Trust Agreement.

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“2013 Installment Sale Payments” means the Installment Sale Payments scheduled to be paid by the Local Agency under and pursuant to the 2013 Installment Sale Agreement. Following the Effective Date of this First Supplement to Installment Sale Agreement, the term 2013 Installment Sale Payments shall mean the Installment Sale Payments scheduled to be paid by the Local Agency in the Installment Sale Payments Schedule set forth in Exhibit C attached hereto.

“2020 Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated _____, 2020, by and between the Local Agency and the Trustee, in its capacity as Trustee and as Dissemination Agent, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

“2020 Installment Sale Payments” means the Installment Sale Payments scheduled to be paid by the Local Agency under and pursuant to this First Supplement to Installment Sale Agreement. Following the Effective Date of this First Supplement to Installment Sale Agreement, the term 2013 Installment Sale Payments shall mean the Installment Sale Payments scheduled to be paid by the Local Agency in the Installment Sale Payments Schedule set forth in Exhibit C attached hereto.

“Trust Agreement” means the Original Trust Agreement as amended and supplemented by the First Supplement to Trust Agreement, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions thereof.

“Trustee” means [Wells Fargo Bank, National Association], with its corporate trust office in Los Angeles, California, acting in its capacity as trustee under and pursuant to the Trust Agreement, and its successors and assigns as provided in the Trust Agreement.

Section 9.02. Terms defined in the Trust Agreement. Capitalized terms not otherwise defined herein have the meanings set forth in the Trust Agreement.

ARTICLE X

2020 INSTALLMENT SALE PAYMENTS; ADMINISTRATION FEE

Section 10.01. Amendment of Section 3.01 of the 2013 Installment Sale Agreement. Section 3.01 of the 2013 Installment Sale Agreement is amended and supplemented as set forth below:

Section 3.01 Purchase Price and Administration Fee.

(a) The Purchase Price to be paid by the Local Agency to the Authority hereunder is the sum of the principal amount of the Local Agency’s obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Section 3.03.

(b) The principal amount of the Purchase Price to be paid by the Local Agency to the Authority was initially \$20,000,000.00 and as of the Effective Date is \$_____.

(c) The interest to accrue on the unpaid balance of such principal amount shall be paid by the Local Agency as and shall constitute interest paid on the principal amount of the Local Agency’s Purchase Price obligation hereunder.

(d) Interest on the unpaid balance of the principal amount of the Purchase Price shall accrue, from the date of the initial execution and delivery of the Certificates on

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_____, and shall continue to accrue on the principal component of each 2020 Installment Sale Payment at the following rates calculated on the basis of a 360-day year comprised of twelve 30-day months:

<u>Principal Component Due Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
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2038		
2039		

(e) In addition, the Local Agency shall pay the Administration Fee for the administrative cost of the Project and the Program.

Section 10.02. Amendment of Section 3.02 of the 2013 Installment Sale Agreement.
Section 3.02 of the 2013 Installment Sale Agreement is amended and supplemented as set forth below:

Section 3.02 Payment of 2020 Installment Sale Payments and Administration Fee.

The Local Agency shall, subject to prepayment as provided in Section 12.03, pay the Authority or the Trustee, as appropriate, (i) the Purchase Price, without offset or deduction of any kind, by paying the principal installments of the 2020 Installment Sale Payments, which principal installments shall be due annually on each Certificate Payment Date, (ii) the interest installments of the 2020 Installment Sale Payments, which interest installments shall be due semiannually on each Interest Payment Date and (iii) the Administration Fee which shall be due annually on each Certificate Payment Date. The 2020 Installment Sale Payments Schedule is set forth in Exhibit C attached hereto. Each 2020 Installment Sale Payment and the Administration Fee shall be payable on and shall be required to be deposited with the Trustee on or before the fifteenth day of the calendar month immediately preceding its due date.

The obligation of the Local Agency to pay the Purchase Price by paying the 2020 Installment Sale Payments and the Administration Fee is, subject to Section 8.01, absolute and unconditional, and until such time as the 2020 Installment Sale Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Section 7.01), the Local Agency will not discontinue or suspend any 2020 Installment Sale Payments or Administration Fee required to be paid by it under this Section when due, whether or not the Project or any part thereof

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is complete, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party to any agreement for any cause whatsoever.

In order to carry out and effectuate the obligation of the Local Agency contained herein to pay the Purchase Price by paying the 2020 Installment Sale Payments and the Administration Fee, the Local Agency established [the “City of Moreno Valley Pledged Tax Fund” (the “Pledged Tax Fund” and within the Pledged Tax Fund, the “Gas Tax Account” and the “Measure A Receipts Account,” which] fund and accounts therein the Local Agency agrees and covenants to maintain so long as any 2020 Installment Sale Payments remain unpaid, and all money on deposit therein shall be applied and used only as provided herein. The Local Agency agrees and covenants that (i) all Gas Tax Revenues received by it shall be deposited when and as received in the Local Agency’s Gas Tax Account and (ii) all Measure A Receipts received by it shall be deposited when and as received in the Measure A Receipts Account.

All of the Revenues and all money in the Pledged Tax Fund and in the funds or accounts so specified and provided for in this 2020 Installment Sale Agreement, are hereby irrevocably pledged to the punctual payment of the 2020 Installment Sale Payments and the Administration Fee, and the Revenues and such other money shall not be used for any other purpose while any of the 2020 Installment Sale Payments remain outstanding; subject to the provisions of this 2020 Installment Sale Agreement permitting application thereof for the purposes and on the terms and conditions set forth herein. This pledge shall constitute a first lien on the Revenues and such other money for the payment of the 2020 Installment Sale Payments and the Administration Fee in accordance with the terms thereof.

Notwithstanding the foregoing, the Local Agency may satisfy its obligation to deposit 2020 Installment Sale Payments with the Trustee by depositing Other Available Revenues with the Trustee, and if and when so deposited, shall be irrevocably pledged to the payment of 2020 Installment Sale Payments.

All money on deposit in the Pledged Tax Fund shall be set aside and deposited by the Local Agency in the various funds and accounts within the Revenue Fund at the following times in the following order of priority:

- (a) Interest and Principal Fund Deposits. On or before the 15th day preceding each Interest Payment Date, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency’s Interest Payment Account in the Interest Fund within the Revenue Fund established under the Trust Agreement (the “Interest Payment Account”), a sum equal to the interest becoming due and payable hereunder on the next succeeding Interest Payment Date, except that no such deposit need be made if the Trustee then holds money in the Interest Payment Account equal to the amount of interest becoming due and payable hereunder on the next succeeding Interest Payment Date; and on or before the 15th day preceding each Certificate Payment Date, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Principal Payment Account in the Principal Fund within the Revenue Fund established under the Trust Agreement (the “Principal Payment Account”), a sum equal to the principal becoming due and payable hereunder on the next succeeding 2020 Installment Sale Payment Date, except that no such deposit need be made if the Trustee then holds money in the Principal Payment Account equal to the amount of Principal becoming due and payable hereunder on the next succeeding 2020 Installment Sale Payment Date; and

all money on deposit in the Interest Payment Account and the Principal Payment Account shall be used to make and satisfy the 2020 Installment Sale Payments due on each date and such payments shall be deposited by the Trustee to the Interest Account or the Principal Account, as the case may be, as defined in, created under and in accordance with the terms of, the Trust Agreement.

(b) Reserve Fund Deposit. On or before the 15th day of each month, the Local Agency shall, from the money in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency's Subaccount in the Reserve Fund (the "the Reserve Subaccount") in the Reserve Fund within the Revenue Fund that sum, if any, necessary to restore the Reserve Subaccount to an amount equal to the Reserve Fund Requirement, all in accordance with and subject to the terms and conditions of Section 4.03 of the Trust Agreement. All money in the Reserve Subaccount shall be used and withdrawn by the Trustee for the purposes specified in Section 4.03 of the Trust Agreement.

(c) Administration Fund Deposit. On or before the 15th day preceding each Certificate Payment Date, the Local Agency shall, from the remaining money on deposit in the Pledged Tax Fund, transfer to the Trustee for deposit in the Local Agency's Administration Subaccount in the Administration Fund within the Revenue Fund established under the Trust Agreement (the "Administration Subaccount"), a sum equal to the Administration Fee becoming due and payable hereunder on the next Certificate Payment Date, and all money on deposit in the Administration Subaccount shall be used to pay the Administration Fee due on such Certificate Payment Date, in accordance with the terms of the Trust Agreement.

Notwithstanding the foregoing, provided all transfers required by subparagraphs (b) and (c) above have been made, on any Business Day moneys on deposit in the Pledged Tax Fund in excess of the sum of (i) interest becoming due and payable hereunder on the next succeeding Interest Payment Date (less amounts then held by the Trustee in the Interest Payment Account) and (ii) the Pro Rata Share of Principal (less amounts then held by the Trustee in the Principal Payment Account) may be expended by the Local Agency at any time for any purpose permitted by law.

Section 10.03. Amendment of Section 3.03 of the 2013 Installment Sale Agreement.

Section 3.03 of the 2013 Installment Sale Agreement is amended and supplemented to add a second paragraph following thereto as set forth below:

Section 3.03 Prepayment of 2020 Installment Sale Payments. The Local Agency may prepay from any source of available funds as a whole or in part on any date, on or after June 1, 20__, all or any part of the principal amount of the unpaid 2020 Installment Sale Payments becoming due on or after June 1, 20__, in such order of prepayment as the Local Agency may determine upon written direction to the Authority and the Trustee (or, if the Local Agency fails to designate the order of prepayment, on a proportionate basis among the 2020 Installment Sale Payments and by lot within an Installment Payment Date), at a prepayment price equal to the principal amount prepaid, plus accrued interest to the date of prepayment. Before making any prepayment pursuant to this Section, the Local Agency shall give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid and the order thereof, which date shall be not less than thirty (30) days nor more than sixty (60) days from the date such notice is given.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Effect of First Supplement to 2013 Installment Sale Agreement. This First Supplement to Installment Sale Agreement and all of the terms and provisions herein contained shall form part of the Original Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Original Trust Agreement. The Original Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Supplement to Installment Sale Agreement and the terms of the Original Trust Agreement (as in effect on the day prior to the Effective Date of this First Supplement to Installment Sale Agreement), the terms of this First Supplement to Installment Sale Agreement shall prevail.

Section 11.02. Liability of Local Agency Limited to Revenues. Notwithstanding anything contained herein, the Local Agency shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the 2020 Installment Sale Payments or for the performance of any agreements or covenants required to be performed by it contained herein.

The obligation of the Local Agency to make the 2020 Installment Sale Payments is a special obligation of the Local Agency payable solely from the Revenues as provided herein, and does not constitute a debt of the Local Agency or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 11.03. California Law. The First Supplement to Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11.04. Effective Date. The First Supplement to Installment Sale Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made pursuant to Article VII of the 2013 Installment Sale Agreement).

Section 11.05. Execution in Counterparts. The First Supplement to Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Attachment: First Supplement to Installment Sale Agreement (Moreno Valley) - CSCDA Measure A TRIP 4154-6752-4390 1 (4128 :

IN WITNESS WHEREOF, the parties hereto have executed and attested the First Supplement to Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF MORENO VALLEY

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Local Agency Counsel

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Signatory

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EXHIBIT C

2020 INSTALLMENT SALE PAYMENTS SCHEDULE

<u>Payment Date</u>	<u>Interest Installment</u>	<u>Principal Installment</u>	<u>Total 2020 Installment Sale Payments</u>
12/01/2020			
06/01/2021			
12/01/2021			
06/01/2022			
12/01/2022			
06/01/2023			
12/01/2023			
06/01/2024			
12/01/2024			
06/01/2025			
12/01/2025			
06/01/2026			
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06/01/2034			
12/01/2034			
06/01/2035			
12/01/2035			
06/01/2036			
12/01/2036			
06/01/2037			
12/01/2037			
06/01/2038			
12/01/2038			
06/01/2039			

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FIRST SUPPLEMENT TO TRUST AGREEMENT

among

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

and

CITY OF MORENO VALLEY

Supplementing that Trust Agreement dated as of August 1, 2013

Dated as of _____ 1, 2020

**CALIFORNIA COMMUNITIES
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATES OF PARTICIPATION, SERIES 2020__
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**



Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1 (4128 : RESOLUTIONS

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FIRST SUPPLEMENT TO TRUST AGREEMENT

THIS FIRST SUPPLEMENT TO TRUST AGREEMENT, made and entered into as of _____ 1, 2020 (the “First Supplement to Trust Agreement”) among WELLS FARGO BANK, NATIONAL ASSOCIATION (the “Trustee”), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “Authority”) and the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the Constitution of the State of California (the “Local Agency”);

WITNESSETH:

WHEREAS, the Trustee, the Authority and the Local Agency executed and delivered that Trust Agreement, dated as of August 1, 2013 (the “Original Trust Agreement”) and the Authority and the Local Agency executed and delivered that that 2013 Installment Sale Agreement, dated as of August 1, 2013 (the “Original Installment Sale Agreement”);

WHEREAS, on August 29, 2013, the Local Agency caused the execution and delivery of the California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program), in the aggregate principal amount of \$20,000,000 (the “Series 2013A Certificates”) for the purpose of financing certain roadway improvements, which improvements have been completed and proceeds of the Series 2013A Certificates applied in accordance with the Original Trust Agreement and Original Installment Sale Agreement;

WHEREAS, for the purpose of refunding the Series 2013A Certificates, the Local Agency has determined to cause the issuance of a refunding series of the California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (T.R.I.P. – Total Road Improvement Program), in the aggregate principal amount of \$_____ (“the “Series 2020__ Certificates”), pursuant to and secured by the Original Trust Agreement, as supplemented and modified by this First Supplemental Trust Agreement (collectively with the Original Trust Agreement, the “Trust Agreement”);

WHEREAS, in order to provide for the authentication and delivery of the Series 2020__ Certificates, to establish and declare the terms and conditions upon which the Series 2020__ Certificates are to be executed and delivered and to secure the payment of the principal thereof, premium, if any, and interest, the Local Agency has authorized the execution and delivery of this First Supplemental Trust Agreement;

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing and refinancing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, the Local Agency has determined that refinancing the design, acquisition and construction of certain roadway improvements and street resurfacing, as hereinafter described (the “Project”) is necessary and proper for Local Agency purposes and uses, and under the terms of applicable

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law, the payment for such Project may be made from Gas Tax Revenues and Measure A Receipts, as those terms are hereinafter defined, and is for the common benefit of the Local Agency as a whole;

WHEREAS, in order to achieve a lower net interest cost and lower costs of issuance in connection with financing the Project, the Local Agency has determined to participate with certain other local agencies in the California Communities T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority to refinance projects, such as the Project;

WHEREAS, the Original Trust Agreement permits the execution and delivery of an amendment or supplement in accordance with the terms of Section 6.01 of the Original Trust Agreement;

WHEREAS, each Local Agency participating in the Program has executed a pricing confirmation, confirming the sale to Stifel, Nicolaus & Company, Incorporated (the “Purchaser”) of the Certificates which evidence and represent proportionate and undivided interests in the 2020 Installment Sale Payments payable in connection with its respective Agreement combined with similar payments made pursuant to the Agreements executed by the other local agencies participating in the Program and constituting part of the same series of Certificates;

WHEREAS, such Certificates may be deposited into a trust agreement (the “Program Trust Agreement”), among the Authority, the Trustee, the City and other local agencies which may determine to participate in the Program, for the execution and delivery of a series of certificates, which evidence and represent proportionate and undivided interests in principal and interest payments to be made on the Certificates and may also evidence and represent proportionate and undivided interests in principal and interest payments to be made by one or more other local agencies which may determine on a similar schedule for delivery to participate in the Program to finance projects, similar to the Project, and assigned by the Authority to the Trustee;

WHEREAS, the Local Agency has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Certificates in an amount equal to the aggregate principal amount of the principal installments payable by the Local Agency pursuant to the Agreement;

WHEREAS, in order to provide for the execution and delivery of the Certificates (as hereinafter defined), to establish and declare the terms and conditions upon which the Certificates are to be executed, delivered and secured and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this First Supplement to Trust Agreement;

WHEREAS, the Certificates and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit C, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Supplement to Trust Agreement and delivery of the Certificates do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Supplement to Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

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ARTICLE XI

AMENDMENTS TO TRUST AGREEMENT

Section 11.01. Amendment of Certain Defined Terms in Section 1.01 of the Trust Agreement. Section 1.01 of the Trust Agreement is amended and supplemented to include the revised definitions set forth below as amendments to the terms set forth in Section 1.01 of the Trust Agreement, and to include the additional terms appearing below but not set forth in Section 1.01 of the Agreement. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“Agreement” or “Agreements” means each 2013 Installment Sale Agreement, dated as of August 1, 2013, between the Authority and a Local Agency as originally executed, as amended and supplemented by forms of first supplements dated as of the date hereof, and as each may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

“Series 2020 Certificates” means the California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (T.R.I.P. – Total Road Improvement Program). The term **“Serial Certificates”** means Certificates for which no sinking fund payments are provided. The term **“Term Certificates”** means Certificates which are payable on or before their specified payment dates from sinking fund payments established for that purpose and calculated to prepay such Certificates on or before their specified payment dates. The term Certificates except to the extent of the particular terms included in this First Supplement to Trust Agreement include the Series 2020 Certificates.

“Certificate Payment Date” means a date on which principal evidenced and represented by the Certificates is due and payable, being June 1 of each year commencing June 1, 2013.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to a Local Agency, or the Local Agencies, as applicable, or the Authority and related to the authorization, execution and delivery of the Certificates, including, but not limited to costs of preparation and reproduction and delivery of documents, filing and recording fees, fees and charges of the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees of rating agencies, fees and charges for preparation, execution and safekeeping of the Certificates and any other costs, charges or fees in connection with the original execution, delivery, marketing and sale of the Certificates.

“Cost of Issuance Fund” means the fund by that name established and maintained pursuant to Section 2.11.

“Original Trust Agreement” means that Trust Agreement, dated as of August 1, 2013, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“First Supplement to Installment Sale Agreement” means the First Supplement to 2013 Installment Sale Agreement, dated as of _____ 1, 2020, between the Local Agency, as Purchaser and the Authority, as Seller, executed pursuant to the provisions of the Original Installment Sale Agreement.

“First Supplement to Trust Agreement” means this First Supplement to Trust Agreement, dated as of _____, 2020, between the Authority and the Trustee, executed pursuant to the provisions of the Original Trust Agreement.

“Trust Agreement” means the Original Trust Agreement as amended and supplemented by this First Supplement to Trust Agreement, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“2013 Installment Sale Payments” means the periodic payments scheduled to be paid by each Local Agency under and pursuant to its respective Agreement and, where the context requires, includes the 2020 Installment Sale Payments restating such payments.

“2020 Installment Sale Payments” means the periodic payments scheduled to be paid by each Local Agency under and pursuant to the First Supplement to Installment Sale Agreement.

ARTICLE XII

EXECUTION AND DELIVERY OF SERIES 2020 CERTIFICATES; GENERAL SERIES 2020 CERTIFICATE PROVISIONS

Section 12.01. Preparation and Purpose of Series 2020 Certificates. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2020 Certificates and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Series 2020 Certificates do exist, have happened and have been performed in due time, form and manner as required by law, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to cause the Series 2020 Certificates to be executed and delivered in the form and manner provided herein for the purpose of providing funds to pay for and construct the Projects, and that the Series 2020 Certificates shall be entitled to the benefit, protection and security of the provisions hereof. The Trustee is hereby authorized and directed to prepare the Series 2020 Certificates in the initial aggregate principal amount of twenty million dollars (\$20,000,000), evidencing and representing the aggregate principal components of the 2020 Installment Sale Payments and each evidencing and representing a proportionate, undivided interest in the 2020 Installment Sale Payments. The Local Agencies hereby authorize the Authority to execute on their behalf, a letter of representations to be delivered to DTC in connection with the delivery of the Series 2020 Certificates (the “Representation Letter”).

Each Local Agency participating in the Program is the Local Agency required to make the 2020 Installment Sale Payments with respect to its Agreement which, when combined with the 2020 Installment Sale Payments to be made with respect to the Agreements of other Local Agencies participating in the Program and the same series, shall be evidenced by the Series 2020 Certificates which evidence and represent a proportionate and undivided interest in the 2020 Installment Sale Payments of each Local Agency, such that each Local Agency participating in the Program is severally, and not jointly, liable on each such Series 2020 Certificates in the proportion that the principal component of such Local Agency’s Installment Sale Payments bears to the total aggregate principal component of the Installment Sale Payments to be made by all Local Agencies participating in the Program and the same series. Each Local Agency participating in the Program has, pursuant to its Local Agency Resolution, authorized and directed the Trustee on behalf of that Local Agency to prepare and execute the Series 2020 Certificates and to deliver the Series 2020 Certificates to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Section 12.02. Terms of the Series 2020 Certificates. The Series 2020 Certificates shall be designated “California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (T.R.I.P. – Total Road Improvement Program).” This designation is an intended revision of the nomenclature for the Series 2020 Certificates originally included in the materials filed in connection with the proceedings for validation of the Series 2020 Certificates in the interest of

clarity in marketing the Series 2020 Certificates. The Series 2020 Certificates shall be dated as of _____, 2020, shall be executed and delivered only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Series 2020 Certificates payable at any one time), and shall be payable on the Series 2020 Certificate Payment Dates and in the principal amounts and evidence and represent interest at the rates as set forth in the following schedule:

<u>Certificate Payment Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
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2035		
2036		
2037		
2038		
2039		

The principal evidenced and represented by the Series 2020 Certificates shall be payable in lawful money of the United States of America by check upon presentation thereof at maturity or on prepayment prior to maturity at the Office of the Trustee.

The Series 2020 Certificates shall evidence and represent interest at the rates set forth above, payable on Interest Payment Date. The Series 2020 Certificates shall evidence and represent interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall evidence and represent interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they shall evidence and represent interest from August 29, 2013; provided, however, that if at the time of registration of any Series 2020 Certificate interest is then in default on the Outstanding Certificates, such Series 2020 Certificate shall evidence and represent interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Certificates. Payment of interest evidenced and represented by the Series 2020 Certificates due on or before the maturity or prior prepayment thereof shall be made to the person whose name appears in the Series 2020 Certificates registration records maintained by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the Record Date preceding each Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on such Interest Payment Date (or the next Business Day if such Interest Payment Date is not a Business Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose.

Payment of the principal evidenced and represented by the Series 2020 Certificates shall be made by check upon the surrender thereof at maturity or on prepayment prior to maturity at the Office of the Trustee. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Series 2020 Certificates may request in writing that the Trustee pay the interest evidenced by such Series 2020 Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded.

Section 12.03. Prepayment of Series 2020 Certificates.

(a) Optional Prepayment. The Series 2020 Certificates maturing on or after June 1, 20__, shall be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of the Local Agency, on or after June 1, 20__ in whole or in part (by lot within any maturity), on any date, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. The Local Agency shall provide notice to the Authority and the Trustee at least forty-five (45) days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the 2020 Installment Sale Payments to be prepaid.

(b) Mandatory Prepayment. The Series 2020 Certificates shall be subject to mandatory prepayment prior to maturity, in whole or in part (by lot within any maturity), on any date, from amounts received upon the acceleration of 2020 Installment Sale Payments upon the occurrence of an event of default under any Agreement, at a prepayment price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

(c) Mandatory Sinking Fund Prepayment. The Series 2020 Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Series 2020 Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	Principal Amount
---	-----------------------------

The amount of each such prepayment shall be reduced in the event and to the extent that 2020 Installment Sale Payments payable on the corresponding 2020 Installment Sale Payment Date are optionally prepaid pursuant to the any Agreement or Agreements and applied to the prepayment of Series 2020 Certificates maturing on June 1, 20__. In such event, the Local Agencies shall provide the Trustee with a revised sinking fund prepayment schedule.

The Series 2020 Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a prepayment price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Series 2020 Certificates to be so prepaid and the dates therefor shall be as follows:

**Mandatory Prepayment
Date (June 1)**

**Principal
Amount**

The amount of each such prepayment shall be reduced in the event and to the extent that 2020 Installment Sale Payments payable on the corresponding 2020 Installment Sale Payment Date are optionally prepaid pursuant to any Agreement or Agreements and applied to the prepayment of Series 2020 Certificates maturing on June 1, 20__. In such event, the Local Agencies shall provide the Trustee with a revised sinking fund prepayment schedule.

(d) Selection of Series 2020 Certificates. Whenever provision is made in this Trust Agreement for the prepayment or purchase of less than all of the Series 2020 Certificates or any given portion thereof, the Trustee shall, subject to the following sentence, select the Series 2020 Certificates to be prepaid or purchased, from all Series 2020 Certificates subject to prepayment or purchase or such given portion thereof equal to a multiple of \$5,000 or any integral multiple thereof not previously called for prepayment or purchase. Upon notice of any prepayment pursuant to Section 12.03(a) hereof or receipt of moneys resulting in a prepayment pursuant to Section 12.03(b) hereof, the Trustee shall request the Cash Flow Consultant to prepare a Cash Flow Report identifying the principal amount and maturities of the Series 2020 Certificates to be prepaid. The Trustee shall promptly notify the Authority in writing of any prepayment or purchase of Series 2020 Certificates and of the Series 2020 Certificates or portions thereof so selected for prepayment or purchase.

(e) Purchase in Lieu of Prepayment. In lieu of prepayment of any Series 2020 Certificates, amounts on deposit in the Revenue Fund or in any sinking account therein may also be used and withdrawn by the Trustee at any time, upon the Request of the Authority, for the purchase of such Series 2020 Certificates at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date. The principal amount of any Series 2020 Certificates so purchased by the Trustee in any twelve-month period ending 60 days prior to any Series 2020 Certificate Payment Date in any year shall be credited towards and shall reduce the principal amount of such Term Series 2020 Certificates required to be Prepaid on such Series 2020 Certificate Payment Date in such year.

(f) General Provisions for Prepayment of the Series 2020 Certificates. The terms of Sections 2.03(f) through (h) of the Trust Agreement shall apply to the Series 2020 Certificates.

Section 12.04. Form of Series 2020 Certificates. The Series 2020 Certificates and the registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit C hereto attached and by this reference herein incorporated (provided that on the face of each Series 2020 Certificates, at the place where the portion of the form set forth below appears on the reverse side of

such Series 2020 Certificate, there shall be inserted the following sentence: REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE).

Section 12.05. Execution of Series 2020 Certificates. The Series 2020 Certificates shall be executed by the Trustee by the manual signature of an authorized signatory of the Trustee. Only those Series 2020 Certificates executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such execution by the Trustee shall be conclusive evidence that the Series 2020 Certificates so executed and registered have been duly authorized, executed and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 12.06. Procedure for the Execution and Delivery of Series 2020 Certificates; Establishment of Funds and Accounts. At any time after the sale of the Series 2020 Certificates, the Trustee shall execute the Series 2020 Certificates for delivery hereunder, and thereupon the Series 2020 Certificates shall be delivered by the Trustee to the purchaser thereof upon the Request of the Authority and upon receipt of payment therefor from the purchaser thereof. Upon receipt of payment for the Series 2020 Certificates from the purchaser thereof, the Trustee shall set aside and deposit the proceeds received from such sale in the following respective accounts or funds or with the following respective persons, in the following order of priority:

(a) The Trustee shall deposit in the Reserve Subaccount for each Local Agency within the Reserve Fund within the Revenue Fund established pursuant to Section 3.03 hereof a sum equal to the Reserve Fund Requirement for each Local Agency.

(b) The “Cost of Issuance Fund” is hereby established as a separate trust fund with the Trustee. The Trustee shall deposit a sum equal to the amount set forth in such Request of the Authority in the Cost of Issuance Fund. The moneys in the Cost of Issuance Fund shall be disbursed, upon the Request of the Authority, to pay Costs of Issuance. Upon the payment in full of the Costs of Issuance or the making of adequate provision for the payment thereof, evidenced by a Series 2020 Certificate of the Authority to the Trustee, any balance remaining in such Fund shall be transferred to the Proceeds Subaccounts of the Acquisition Fund in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Local Agency, and pending such transfer and application, the moneys in such Fund may be invested as permitted by Section 3.04 hereof; provided, however, that investment income resulting from any such investment shall be retained in the Cost of Issuance Fund. Any residual earnings received after the transfer referenced above will, as and when convenient, be transferred to the Proceeds Subaccounts of the Acquisition Fund in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Local Agency.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Effect of First Supplement to Trust Agreement. This First Supplement to Trust Agreement and all of the terms and provisions herein contained shall form part of the Original Trust Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Original Trust Agreement. The Original Trust Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Supplement to Trust Agreement and the terms of the Original Trust Agreement (as in

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1 (4128 : RESOLUTIONS

effect on the day prior to the effective date of this First Supplement to Trust Agreement), the terms of this First Supplement to Trust Agreement shall prevail.

Section 13.02. Execution in Counterparts. This First Supplement to Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 13.03. Effective Date. This First Supplement to Trust Agreement shall become effective upon its execution and delivery.

IN WITNESS WHEREOF, the Authority and the Local Agencies named in Schedule I hereto have caused this First Supplement to Trust Agreement to be signed in their respective names by such person as has been designated by their respective governing boards, and the Trustee has caused this First Supplement to Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Signatory

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

CITY OF MORENO VALLEY

By: _____
City Manager

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1 (4128 : RESOLUTIONS

EXHIBIT C

FORM OF CERTIFICATE

No. _____ \$ _____

CALIFORNIA COMMUNITIES
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATE OF PARTICIPATION, SERIES 2020__
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)

Interest Rate	Certificate Payment Date	Dated as of	[CUSIP No.]
%	June 1, 20__		

REGISTERED OWNER:

PRINCIPAL SUM:

THIS IS TO CERTIFY that the registered owner named above, as the registered owner of this California Communities Transportation Revenue (Installment Sale) Certificate of Participation, Series 2020__ (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), is the owner of a proportionate undivided interest in the rights to receive certain 2020 Installment Sale Payments (as that term is defined in the Trust Agreement hereinafter mentioned) under and pursuant to certain Installment Sale Agreements (the “Agreements”) by and between various Local Agencies named therein (the “Local Agencies”), each a duly organized and existing political subdivision of the State of California, and the California Statewide Communities Development Authority (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California, all of which rights to receive such 2020 Installment Sale Payments having been assigned without recourse by the Authority to Wells Fargo Bank, National Association, as trustee (the “Trustee”), a trust company duly organized and existing under and by virtue of the laws of the United States and having a corporate trust office in Los Angeles, California.

The registered owner of this Certificate is entitled to receive, subject to the terms of the Agreements on the certificate payment date set forth above (the “Certificate Payment Date”), upon surrender of this Certificate on the Certificate Payment Date at the corporate trust office of the Trustee, the principal sum specified above representing the registered owner’s fractional undivided share of the 2020 Installment Sale Payments designated as principal components coming due on the Certificate Payment Date, and on each June 1 and December 1, commencing December 1, 20__ (each an “Interest Payment Date”). The Certificates shall evidence and represent interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall evidence and represent interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they shall evidence and represent interest from _____, 20__; provided, however, that if at the time of registration of any Certificate interest is then in default on the Outstanding Certificates, such Certificate shall evidence and represent interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Certificates. Payment of interest evidenced and represented by the Certificates due on or before the maturity or prior prepayment thereof shall be made to the person whose name appears in the Certificates registration records maintained by the Trustee pursuant to the Trust Agreement as the registered owner thereof as of the close of business on the Record Date preceding each Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on such Interest Payment Date (or the next Business Day if such Interest

Payment Date is not a Business Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded. All such amounts are payable in lawful money of the United States of America.

This Certificate is one of the duly authorized Certificates of the series set forth above, which have been executed by the Trustee pursuant to the terms of a Trust Agreement, dated as of August 1, 2013, as amended and supplemented by that First Supplement to Trust Agreement, dated as of _____ 1, 2020 (together with any supplements or amendments thereto, the "Trust Agreement") each by and between the Trustee, the Local Agencies and the Authority. Copies of the Trust Agreement are on file at the corporate trust office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Certificates with respect thereto and for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder, to which agreements, conditions, covenants and terms the owner hereof, by acceptance hereof, hereby consents.

To the extent and in the manner permitted by the terms of the Trust Agreement and the Agreements, the provisions of the Trust Agreement may be amended or supplemented by the parties thereto.

This Certificate is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same series and Certificate Payment Date representing the same principal amount will be executed and delivered to the transferee in exchange herefor. The Certificates are exchangeable at the corporate trust office of the Trustee for a like aggregate principal amount of Certificates of authorized denominations of the same series and Certificate Payment Date, in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal represented by this Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability represented by this Certificate to the extent of the sum or sums so paid.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of five thousand dollars (\$5,000) each or any integral multiple thereof so long as no Certificate shall represent principal becoming payable on more than one Certificate Payment Date.

The Certificates are subject to optional and mandatory prepayment prior to their respective Certificate Payment Dates, as provided in the Trust Agreement.

The Certificates each evidence and represent a fractional undivided interest in the 2020 Installment Sale Payments in an amount equal to the aggregate principal amount of Certificates originally executed and delivered by the Trustee pursuant to the Trust Agreement and enjoy the benefits of a security interest in the moneys held in the funds established pursuant to the Trust Agreement, subject to the provisions of the Trust

Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein. The obligations of the Local Agencies to make the 2020 Installment Sale Payments are special obligations of the Local Agencies payable from (i) Gas Tax Revenues received by it shall be deposited when and as received in the Local Agency’s Gas Tax Account and (ii) all Measure A Receipts received by it shall be deposited when and as received in the Measure A Receipts Account, and do not constitute debts of the Local Agencies or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

The Trustee has no obligation or liability to the Certificate owners for the payment of the interest or principal represented by the Certificates, but rather the Trustee’s sole obligations are to administer, for the benefit of the Local Agencies and the Authority and the Certificate owners, the various funds established under the Trust Agreement and the Agreements. The Authority has no obligation or liability whatsoever to the Certificate owners.

The Owner hereby has a proportionate undivided ownership interest in the 2020 Installment Sale Payments payable pursuant to the Agreements, as set forth in Schedule I to the Trust Agreement.

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to Trustee or its agent for the registration of transfer, exchange, or payment, and any certificate executed and delivered is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

The Authority has certified to the Trustee that all acts, conditions and things required by the statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate. This is to further certify that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

IN WITNESS WHEREOF, this Certificate has been dated as of the date set forth above and has been executed by the manual signature of an authorized signatory of the Trustee.

Date of Execution: _____, 2020

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022.1 (4128 : RESOLUTIONS

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____, whose address is _____ and whose social security or Taxpayer Identification No. is _____, the within Certificate and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer such Certificate on the Certificate register of the Trustee, with full power of substitution in the premises.

Dated: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature must be guaranteed by an eligible guarantor institution.

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1 (4128 : RESOLUTIONS

SCHEDULE I
PARTICIPATING LOCAL AGENCY

Local Agency	Principal Amount
City of Moreno Valley	\$
Total Principal Amount	

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022.1 (4128 : RESOLUTIONS

SCHEDULE II

**INITIAL DEPOSIT TO PROCEEDS SUBACCOUNT
ATTRIBUTABLE TO EACH LOCAL AGENCY**

Local Agency	Amount Deposited in the Proceeds Subaccount
City of Moreno Valley	\$
Total Proceeds	

Attachment: First Supplement to Trust Agreement (Moreno Valley) - CSCDA Measure A TRIP 4145-6391-4022 1 (4128 : RESOLUTIONS

TRUST AGREEMENT

among

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY,

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS TRUSTEE**

and

**CERTAIN LOCAL AGENCIES
NAMED HEREIN**

Dated as of ____ 1, 2020

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATES OF PARTICIPATION, SERIES 2020__ (FEDERALLY TAXABLE)
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

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Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of ____ 1, 2020 (the “**Trust Agreement**”) among WILMINGTON TRUST, NATIONAL ASSOCIATION (the “**Trustee**”), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “**Authority**”) and the Local Agencies named in Schedule I hereto (as defined herein);

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes and empowers the Authority to cause certificates of participation to be executed and delivered to assist local agencies in financing projects and programs consisting of certain public improvements or working capital or liability and other insurance needs whenever a local agency determines that there are significant public benefits from so doing;

WHEREAS, the Local Agencies have determined to simultaneously issue their California Communities Transportation Revenue (Installment Sale) Certificates of Participation (T.R.I.P. – Total Road Improvement Program), having the maturity dates and in the respective principal amounts set forth in Schedule I hereto (individually, a “Local Agency Certificate” and collectively, the “Local Agency Certificates”) and to deposit the Local Agency Certificates with the Trustee and participate in the California Statewide Communities Development Authority T.R.I.P. – Total Road Improvement Program (the “Program”) established by the Authority;

WHEREAS, each Local Agency has determined that the consummation of the transactions contemplated in its respective Local Agency Trust Agreement and Agreement (as hereinafter defined) to which it is a party and this Trust Agreement will result in significant public benefits, and accordingly, has determined to participate in the Program;

WHEREAS, each Local Agency is a participant in the Program and a member of the Authority;

WHEREAS, each Local Agency participating in the Program desires to have its Local Agency Certificate marketed together with the Local Agency Certificates issued by the other Local Agencies participating in the Program in order to achieve a lower net interest cost and lower costs associated with issuing its Local Agency Certificate;

WHEREAS, each Local Agency has designated the Trustee to act as its trustee with respect to the funds received by the Local Agency from the sale of its Local Agency Certificate and with respect to the moneys paid by the Local Agency in satisfaction of its Local Agency Certificate;

WHEREAS, each Local Agency participating in the Program has executed a pricing confirmation, confirming the sale to the Purchaser (as defined herein) of its Local Agency Certificate and the Certificates (described herein) which evidence and represent proportionate and undivided interests in its Local Agency Certificate and the Local Agency Certificates issued simultaneously by the other Local Agencies participating in the Program and constituting part of the same Series of Certificates;

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

WHEREAS, the Trustee, pursuant hereto accepts the deposits of the Local Agency Certificates by the Local Agencies;

WHEREAS, in consideration of such deposits and the execution and entering into of the Trust Agreement, the Trustee has agreed to execute and deliver certificates of participation, as more fully described herein (the “Certificates”) in an aggregate principal amount equal to the aggregate principal amount of the Local Agency Certificates, each evidencing and representing a proportionate, undivided interest in the Local Agency Certificates;

WHEREAS, each Local Agency participating in such Series has authorized and directed the Trustee to execute and deliver on its behalf pursuant to the terms of the Trust Agreement, the Certificates in an amount equal to the aggregate principal amount of the Local Agency Certificates;

WHEREAS, in order to provide for the execution and delivery of the Certificates (as hereinafter defined), to establish and declare the terms and conditions upon which the Certificates are to be executed, delivered and secured and to secure the payment of the principal and interest evidenced and represented by the Certificates, the Authority has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, the execution and delivery of the Local Agency Certificates and the approval of the execution and delivery of the Trust Agreement and the Certificates have been in all respects duly and validly authorized by the governing boards of the Local Agencies pursuant to resolutions duly adopted (collectively, the “Local Agency Trust Agreements”);

WHEREAS, the Certificates and the form of assignment to be endorsed thereon are to be substantially in the form set forth in Exhibit A, with necessary or appropriate variations, omissions and insertions, as permitted or required hereby;

WHEREAS, the Trustee has accepted the trust created by this Trust Agreement and in evidence thereof has joined in the execution hereof; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Trust Agreement and delivery of the Certificates do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“**Act**” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto.

“Administration Fee” means, for each Local Agency, an amount equal to the sum of the Trustee Fee and any other similar fee payable in connection with the administration of the Program, payable by each Local Agency, in accordance with such Local Agency’s Agreement, on the 15th day of the month preceding each June 1, commencing June 1, 20__, for the administrative costs of the Project and the Program. The Administration Fee shall be allocated on a *pro rata* basis (related to the Purchase Price payable by each Local Agency) among the Local Agencies.

“Administration Fund” means the fund by that name established and maintained pursuant to Section 3.03.

“Agreement” or “Agreements” means each 2020 Installment Sale Agreement, dated as of ____ 1, 2020, between the Authority and a Local Agency as originally executed and as each may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

“Authority” means the California Statewide Communities Development Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California and an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, among a number of California cities, counties and special districts, including the Local Agencies, as amended.

“Authorized Authority Representative” means any member of the Commission of the Authority and any other person as may be designated and authorized to sign on behalf of the Authority pursuant to a resolution adopted thereby.

“Authorized Local Agency Representative” means the person or persons designated in Section 8.12 of each Agreement or any other person at the time designated to act on behalf of such respective Local Agency by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of such Local Agency by an Authorized Local Agency Representative.

“Business Day” any day other than a Saturday, a Sunday or a day which banking institutions or trust companies on which the Trustee is open for business at its corporate trust office in Costa Mesa, California or authorized or obligated by law, regulation or executive order to remain closed.

“Cash Flow Report” means a report prepared by the Cash Flow Consultant identifying Certificates to be prepaid as a result of any prepayment pursuant to Section 2.03 hereof. In the case of any optional prepayment pursuant to Section 2.03(a) hereof, such report shall demonstrate that Revenues expected to be received following such prepayment shall be sufficient to pay the regularly scheduled principal and interest represented by the Certificates as such amounts become due and payable. In the case of a mandatory prepayment pursuant to Section 2.03(b) hereof, such report shall identify maturities of principal evidenced by the Certificates to be prepaid in a manner consistent with Section 7.02 hereof and Section 6.02 of the related Local Agency Agreement relating to the application of Revenues upon acceleration.

“Cash Flow Consultant” means Stifel, Nicolaus & Company, Incorporated, or any successor thereto appointed by the Authority.

“Certificates” means the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ [(Federally Taxable)] (T.R.I.P. – Total Road Improvement Program). The term **“Serial Certificates”** means Certificates for which no sinking fund payments are provided. The term **“Term Certificates”** means Certificates which are payable on or before their specified payment dates from sinking fund payments

established for that purpose and calculated to prepay such Certificates on or before their specified payment dates.

“Certificate Payment Date” means a date on which principal evidenced and represented by the Certificates is due and payable, being June 1 of each year, commencing _____ 1, 20__.

“Certificate Payment Fund” means the fund by that name established and maintained pursuant to Section 3.02.

“Code” means the Internal Revenue Code of 1986, as amended and the regulations issued thereunder.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to a Local Agency, or the Local Agencies, as applicable, or the Authority and related to the authorization, execution and delivery of the Local Agency Certificates and the Certificates, and the related sale of the Certificates, including, but not limited to costs of preparation and reproduction and delivery of documents, filing and recording fees, fees and charges of the Local Agency Trustee, the Trustee and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, fees of rating agencies, fees and charges for preparation, execution and safekeeping of the Certificates and any other costs, charges or fees in connection with the original execution, delivery, marketing and sale of the Certificates.

“Costs of Issuance Fund” means the fund by that name established and maintained pursuant to Section 2.11.

“Defeasance Obligations” means the following: (1) cash, (2) non-callable direct obligations of the United States of America (**“Treasuries”**), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, which shall be used to effect defeasance of the Certificates.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the respective Local Agency and/or the Authority which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Insurance Agreement” means, collectively, each of the insurance agreements, dated _____, 2020, by and among the Authority, the Local Agency and the Insurer, with respect to the Local Agency’s Reserve Subaccount].

“Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal and interest evidenced and represented by the Certificates when due.

“Insurer” means _____, a New York stock insurance company, or any successor thereto or assignee thereof.

“Interest Fund” means the fund by that name established pursuant to Section 3.03.

“Interest Payment Account” means the account within the Interest Fund by that name established for each Local Agency pursuant to Section 3.03.

“Interest Payment Date” means a date on which interest evidenced and represented by the Certificates is due and payable, being June 1 and December 1 of each year, commencing ____ 1, 20__.

“Local Agency” or **“Local Agencies”** means, as applicable, the respective local agency or local agencies listed in Schedule I hereto, each a duly organized and existing political subdivision of the State of California.

“Local Agency Certificates” means the certificates of participation designated as “California Communities Transportation Revenue (Installment Sale) Certificates of Participation (T.R.I.P. – Total Road Improvement Program),” issued by the Local Agencies in the respective aggregate principal amounts and payment schedules all as described in Schedule I hereto.

“Local Agency Trust Agreements” means the respective trust agreement, dated as of ____ 1, 2020, among the Authority, the Trustee and Local Agency, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions thereof.

“Local Agency “Trustee” means _____, or any successor thereto appointed pursuant to the Trust Agreement.

“Moody’s” means Moody’s Investor Services, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Local Agencies pursuant to the [Local Agency Trust Agreements and the Agreements].

“Office of the Trustee” means the corporate trust office of the Trustee in Costa Mesa, California.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal obligations, appointed and paid by the Authority and satisfactory to and approved by the Trustee (who shall be under no liability by reason of such approval).

“Outstanding,” when used as of any particular time with reference to Certificates, means (subject to the provisions of Section 6.02) all Certificates except

- (1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Certificates paid or deemed to have been paid within the meaning of Section 8.01; and
- (3) Certificates in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant hereto.

“Owner” means any person who shall be the registered owner of any Outstanding Certificate.

“Permitted Investments” means any of the following to the extent permitted by the laws of the State and the applicable Local Agency’s Investment Policy:

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- A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
- B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
1. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
 2. Federal Housing Administration Debentures (FHA)
 3. General Services Administration
Participation certificates
 4. Government National Mortgage Association (GNMA or “Ginnie Mae”)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
(not acceptable for certain cash-flow sensitive issues.)
 5. U.S. Maritime Administration
Guaranteed Title XI financing
 6. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds
- C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
1. Federal Home Loan Bank System
Senior debt obligations
 2. Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”)
Participation Certificates
Senior debt obligations
 3. Federal National Mortgage Association (FNMA or “Fannie Mae”)
Mortgage-backed securities and senior debt obligations
 4. Resolution Funding Corp. (REFCORP) obligations
 5. Farm Credit System
Consolidated systemwide bonds and notes

- D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AA-Am-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2 including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee provide investment advisory or other management services.
- E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks which may include the Trustee and its affiliates. The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.
- F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF which may include the Trustee and its affiliates.
- G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements (Investment Agreement criteria is available upon request).
- H. Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P.
- I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.
- J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P which may include the Trustee and its affiliates.
- K. The Local Agency Investment Fund (LAIF) administered by the State of California.
- L. Repurchase Agreements for 30 days or less must follow the following criteria.

Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

1. Repos must be between the municipal entity and a dealer bank or securities firm
 - a. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or
 - b. Banks rated "A" or above by S&P and Moody's.
2. The written repo contract must include the following:
 - a. Securities which are acceptable for transfer are:

- (1) Direct U.S. governments, or
 - (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)
- b. The term of the repo may be up to 30 days
 - c. The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
 - d. Valuation of Collateral
 - (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.
 - (2) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.
- (3) Legal opinion which must be delivered to the municipal entity:
 - a. Repo meets guidelines under state law for legal investment of public funds.

“Prepayment Price” means, with respect to any Certificate (or portion thereof) the principal amount with respect to such Certificate (or portion), plus the applicable premium, if any, payable upon prepayment thereof pursuant to the provisions of such Certificate and the Trust Agreement.

“Pricing Confirmation Supplement” means that certain Pricing Confirmation Supplement attached to each Purchase Agreement as agreed and accepted by each of the respective Local Agencies.

“Principal Fund” means the account by that name established and maintained pursuant to Section 3.03.

“Principal Payment Account” means the account within the Principal Fund by that name established for each Local Agency pursuant to Section 3.03.

“Proceeds Fund” means the fund by that name established in Section 2.11.

“Proceeds Subaccounts” means the Proceeds Subaccounts created in the Proceeds Fund under Section 2.11.

“Project(s)” has the meaning ascribed to such term in each Agreement.

“Program” means the California Statewide Communities Development Authority T.R.I.P. – Total Road Improvement Program pursuant to which the Certificates are executed and delivered to assist local agencies in financing Projects.

“Purchase Agreement” means [that certain][each] [Certificate Purchase Agreement][Placement Agreement] by and between each of the respective Local Agencies and the Purchaser relating to the [Local Agency Trust Agreements and the Agreements] and the Certificates.

“Purchaser” means Stifel, Nicolaus & Company, Incorporated, as initial purchaser of the Certificates.

“Purchase Price” means with respect to any Certificate (or portion thereof) the principal amount with respect to such Certificate (or portion), plus the applicable premium, if any, payable upon purchase thereof pursuant to the provisions of such Certificate and the Trust Agreement.

“Qualified Reserve Instrument” means an insurance policy meeting the requirements of Section 3.03(b)(3).

“Rating Agency” means S&P or, in the event that S&P no longer maintains a rating on the Certificates, any other nationally recognized bond rating agency then maintaining a rating on the Certificates, but, in each instance, only so long as S&P, or other nationally recognized rating agency then maintains a rating on the Certificates.

“Record Date” means the 15th day of the month next preceding each Interest Payment Date, whether or not such day is a Business Day.

“Request” or “Certificate” with respect to a Local Agency, means an instrument in writing signed on behalf of such Local Agency by an Authorized Local Agency Representative, and with respect to the Authority means an instrument in writing signed on behalf of the Authority by an Authorized Authority Representative or other person at the time designated to act on behalf of the Authority by written certificate furnished to the Trustee.

“Reserve Fund” means the fund by that name established and maintained pursuant to Section 3.03.

“Reserve Fund Requirement” means, as of any date of calculation, an amount equal to the least of [(i) 10% of the initial stated principal amount (within the meaning of Section 148 of the Code) of the Certificates; (ii) 125% of the average annual Certificates; or (iii) the Maximum Annual Debt Service on the Certificates].

“Reserve Policy” means [the/each municipal bond debt service reserve fund insurance policy issued by the Insurer and credited to the Local Agency’s Reserve Subaccount. The Reserve Policy is a Qualified Reserve Instrument.]

“Reserve Subaccount” means the Subaccount within the Reserve Fund by that name established for each Local Agency pursuant to Section 3.03.

“Revenues” means all interest and principal payments becoming due and payable on the Local Agency Obligations and other payments paid by the Local Agencies and received by the Authority pursuant to the Local Agency Trust Agreements and all interest or other income from any investment of any money in any fund or account pursuant to Section 3.04.

“**S&P**” means S&P Global Ratings, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Local Agency.

“**Securities Depositories**” means: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; or such other addresses and/or such other securities depositories as the Authority may designate to the Trustee in writing.

“**Series of Local Agency Certificates**” means the respective Local Agency Certificates in one or more series issued under and in connection with the Program.

“**State**” means the State of California.

“**Supplemental Trust Agreement**” means any trust agreement then in full force and effect which has been duly executed and delivered by the Authority and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“**Surplus Account**” means the account by that name established and maintained pursuant to Section 3.03.

“**Tax Certificate**” means each Tax Certificate dated the date of initial delivery of the Certificates and executed and delivered by the Authority and each Local Agency.

“**Trust Agreement**” means this Trust Agreement, dated as of _____ 1, 2020, among the Authority, the Trustee and the Local Agencies, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“**Trustee**” means Wilmington Trust, National Association, or any successor thereto appointed pursuant to the Trust Agreement.

“**Trustee’s Fee**” means, for each Local Agency, the annual administration fee of the Trustee, in the amount of \$[1,500.00] payable in advance on _____, 2020 and thereafter on each Certificate Payment Date.

Section 1.02 Equal Security. In consideration of the acceptance of the Certificates by the Owners, the Trust Agreement shall be deemed to be and shall constitute a contract among the Trustee, the Local Agencies, and the Owners to secure the full and final payment of the interest and principal evidenced and represented by the Certificates, subject to the agreements, conditions, covenants and terms contained herein; and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Trustee shall be for the equal and proportionate benefit, protection and security of all Owners without distinction, preference or priority as to benefit, protection or security of any Certificates over any other Certificates by reason of the number or date thereof or the time of execution or delivery thereof or otherwise for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

EXECUTION AND DELIVERY OF CERTIFICATES

Section 2.01 Preparation and Purpose of Certificates. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Certificates and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the execution and delivery of the Certificates do exist, have happened and have been performed in due time, form and manner as required by law, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to cause the Certificates to be executed and delivered in the form and manner provided herein for the purpose of providing funds to pay for and construct the Projects, and that the Certificates shall be entitled to the benefit, protection and security of the provisions hereof. The Trustee is hereby authorized and directed to prepare the Certificates in the initial aggregate principal amount of _____ dollars (\$ _____), equal to the aggregate principal amount of the Local Agency Certificates, each evidencing and representing a proportionate, undivided interest in the Local Agency Certificates. The Local Agencies hereby authorize the Authority to execute on their behalf, a letter of representations to be delivered to DTC in connection with the delivery of the Certificates (the "Representation Letter"). The Trustee is hereby authorized to execute and deliver the Certificates to the Purchaser upon receipt of a written request of the Local Agencies, the Local Agency Certificates and the proceeds of sale of the Certificates.

Each Local Agency participating in the Program is required to make payments of principal and interest on its respective Local Agency Certificates which, when combined with the Local Agency Certificates of other Local Agencies participating in the Program and the same series, shall be evidenced by the Certificates, and evidence and represent a proportionate, undivided interest in the Local Agency Certificates of each Local Agency, such that each Local Agency participating in the Program is severally, and not jointly, liable on each such Certificates in the proportion that the principal component of such Local Agency Certificate and related Local Agency Installment Sale Payments bears to the total aggregate principal component of the Local Agency Certificates to be made by all Local Agencies participating in the Program and the same series. Each Local Agency participating in the Program has, pursuant to its Local Agency Resolution, authorized and directed the Trustee on behalf of that Local Agency to prepare and execute the Certificates and to deliver the Certificates to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Section 2.02 Terms of the Certificates. The Certificates shall be designated "California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. - Total Road Improvement Program)" to be issued in \$_____ aggregate principal amount and This designation is an intended revision of the nomenclature for the Certificates originally included in the materials filed in connection with the proceedings for validation of the Certificates in the interest of clarity in marketing the Certificates. The Certificates shall be dated _____, 2020, shall be executed and delivered only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Certificates payable at any one time). The Series 2020__ Certificates shall be payable on the Certificate Payment Dates and in the principal amounts and evidence and represent interest at the rates (based on a 360 day year comprised of twelve 30 day months) as set forth in the following schedule:

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<u>Certificate Payment Date (June 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The principal evidenced and represented by the Certificates shall be payable in lawful money of the United States of America by check upon presentation thereof at maturity or on prepayment prior to maturity at the Office of the Trustee.

The interest evidenced and represented by the Certificates shall become due and payable on the Interest Payment Date, and shall be in sum the interest payments becoming due and payable on the Local Agency Certificates on the Interest Payment Date. The interest payable on the Local Agency Certificates and evidenced and represented by the Certificates shall be computed on the basis of a 360-day year of twelve 30-day months.

The principal evidenced and represented by the Certificates shall become due and payable on the Certificate Payment Date, without option of prepayment and shall be in sum the principal becoming due and payable on the Local Agency Certificates on the Certificate Payment Date.

The Certificates shall evidence and represent interest at the rates set forth above, payable on Interest Payment Date. The Certificates shall evidence and represent interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event they shall evidence and represent interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event they shall evidence and represent interest from _____ 15, 20__; provided, however, that if at the time of registration of any Certificate interest is then in default on the Outstanding Certificates, such Certificate shall evidence and represent interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Certificates. Payment of interest evidenced and represented by the Certificates due on or before the maturity or prior prepayment thereof shall be made to the person whose name appears in the Certificate registration books maintained by the Trustee pursuant to Section 2.08 as the registered owner

thereof as of the close of business on the Record Date preceding each Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on such Interest Payment Date (or the next Business Day if such Interest Payment Date is not a Business Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose.

Payment of the principal evidenced and represented by the Certificates shall be made by check upon the surrender thereof at maturity or on prepayment prior to maturity at the Office of the Trustee. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded. So long as Cede & Co. is the registered owner of the Certificates, principal of and interest on the Certificates are payable in same day funds by the Trustee to Cede & Co., as nominee for the Depository, and the payment of principal or redemption price shall be made without presentment.

Section 2.03 Prepayment of Certificates.

(a) Optional Prepayment. The Series __ Certificates maturing on or after June 1, 20__, shall be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of a Local Agency or the Local Agencies, on or after June 1, 20__ in whole or in part (by lot within any maturity), on any date, at a Prepayment Price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. Each respective Local Agency shall provide notice to the Authority and the Trustee at least forty-five (45) days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the Local Agency Certificates to be prepaid.

The Series __ Certificates maturing on or after June 1, 20__, shall be subject to optional prepayment prior to maturity, at the option of the Authority upon direction of a Local Agency or the Local Agencies, on or after June 1, 20__ in whole or in part (by lot within any maturity), on any date, at a Prepayment Price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium. Each respective Local Agency shall provide notice to the Authority and the Trustee at least forty-five (45) days prior to the prepayment date (or such lesser period of time acceptable to the Trustee in its sole discretion) specifying the principal amount evidenced by and maturities of the Local Agency Certificates to be prepaid.

(b) Mandatory Prepayment. The Certificates shall be subject to mandatory prepayment prior to maturity, in whole or in part (by lot among Certificates with the same maturity in any manner which the Trustee in its sole discretion shall deem appropriate), on any date, from amounts received upon the acceleration of Local Agency Certificates upon the occurrence of an event of default under the [Local Agency Trust Agreements and the Agreements], at a Prepayment Price equal to the principal amount to be prepaid, plus accrued interest to the date fixed for prepayment, without premium.

(c) Mandatory Sinking Fund Prepayment. The Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a Prepayment Price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	Principal Amount
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* Maturity date

The amount of each such prepayment shall be reduced in the event and to the extent that Local Agency Certificates payable on the corresponding Certificate Payment Date are optionally prepaid pursuant to the Local Agency Trust Agreement and applied to the prepayment of Certificates maturing on June 1, 20__. In such event, each respective Local Agency shall provide the Trustee with a revised sinking fund prepayment schedule.

The Certificates maturing on June 1, 20__, are subject to mandatory prepayment on June 1 of each year commencing June 1, 20__, in part, from mandatory sinking fund payments, on each June 1 specified below, at a Prepayment Price equal to the principal evidenced thereby, plus accrued interest evidenced thereby to the date fixed for prepayment, without premium. The principal evidenced by such Certificates to be so prepaid and the dates therefor shall be as follows:

Mandatory Prepayment Date (June 1)	Principal Amount
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* Maturity date

The amount of each such prepayment shall be reduced in the event and to the extent that Local Agency Certificates payable on the corresponding Certificate Payment Date are optionally prepaid pursuant to the Local Agency Trust Agreement and applied to the prepayment of Certificates maturing on June 1, 20__. In such event, each respective Local Agency shall provide the Trustee with a revised sinking fund prepayment schedule.

(d) Selection of Certificates. [Whenever provision is made in the Trust Agreement for the prepayment or purchase of less than all of the Certificates or any given portion thereof, the Trustee shall, subject to the following sentence, select the Certificates to be prepaid or purchased, from all Certificates subject to prepayment or purchase or such given portion thereof equal to a multiple of \$5,000 or any integral multiple thereof not previously called for prepayment or purchase. Upon notice of any prepayment pursuant to Section 2.03(a) hereof or receipt of moneys resulting in a prepayment pursuant to Section 2.03(b) hereof, the Trustee shall request the Cash Flow Consultant to prepare a Cash Flow Report identifying the principal amount and maturities of the Certificates to be prepaid. The Trustee shall promptly notify the Authority in writing of any prepayment or purchase of Certificates and of the Certificates or portions thereof so selected for prepayment or purchase.]

(e) Purchase in Lieu of Prepayment. In lieu of prepayment of any Certificates, amounts on deposit in the Certificate Payment Fund or in any sinking account therein may also be used and withdrawn by the Trustee at any time, upon the Request of the Authority, upon direction of the respective Local Agency, for the purchase of such Certificates at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority, upon direction of the respective Local Agency, may in its discretion determine, but not in excess of the principal amount thereof plus accrued interest to the purchase date. The principal amount of any Certificates so purchased by the Trustee in any twelve-month period ending 60 days prior to any Certificate Payment Date in any year shall be credited towards and shall reduce the principal amount of such Term Certificates, if any, required to be prepaid on such Certificate Payment Date in such year.

(f) Notice of Prepayment or Purchase. Notice of prepayment or purchase shall be mailed by first-class mail by the Trustee, upon direction of the respective Local Agency, not less than thirty (30) nor more than sixty (60) days prior to the prepayment or purchase date, to (i) the respective Owners of any Certificates designated for prepayment or purchase at their addresses appearing on the registration books of the Trustee, and (ii) if the Certificates are no longer held by the Depository, to the Securities Depositories and the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System. Notice of prepayment shall be given by telecopy, certified, registered, or overnight mail to the Securities Depositories and the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System. Each notice of prepayment or purchase shall state the date of such notice, the date of initial execution and delivery of the Certificates, the prepayment or purchase date, the Prepayment Price or Purchase Price, the place or places of prepayment or purchase (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the Certificates of each Certificate Payment Date or Dates, and, if less than all of the Certificates of any such Certificate Payment Date, the distinctive certificate numbers of the Certificates with such Certificate Payment Date, to be prepaid or purchased and, in the case of Certificates to be prepaid or purchased in part only, the respective portions of the principal amount thereof to be prepaid or purchased. Each such notice shall also state that on said date there will become due and payable on each of said Certificates the Prepayment Price or Purchase Price represented thereby or of said specified portion of the principal amount thereof in the case of a Certificate to be prepaid or purchased in part only, together with interest accrued with respect thereto to the prepayment or purchase date, and that from and after such prepayment or purchase date, interest thereon shall cease to accrue, and shall require that such Certificates be then surrendered at the address or addresses of the Trustee specified in the prepayment or purchase notice.

If any of the Certificates are prepaid pursuant to an advance refunding, notice of such advance refunding and prepayment shall be given in the same manner as above provided, and also within the same time period with respect to the actual prepayment date.

Notice of prepayment or purchase of Certificates shall be given by the Trustee (upon direction of the respective Local Agency or Local Agencies), at the expense of the Authority. Conditional notice of optional prepayment may be given at the direction of the Authority and shall be given if funds sufficient to prepay the Certificates are not then on deposit with the Trustee. If at the time of mailing of notice, funds are not then on deposit with the Trustee, such notice shall state that it is conditional upon the deposit of the funds not later than the opening of business on the date of prepayment of the Certificates, and such notice shall be of no effect unless such moneys are so deposited.

Failure by the Trustee to give notice pursuant to this Section 2.03 to the Municipal Securities Rulemaking Board through its Electronic Municipal Marketplace Access (EMMA) System or Securities Depositories shall not affect the sufficiency of the proceedings for prepayment or purchase. Failure by the Trustee to mail notice of prepayment or purchase pursuant to this Section 2.03 to any one or more of the

respective Owners of any Certificates designated for prepayment or purchase shall not affect the sufficiency of the proceedings for prepayment with respect to the Owner or Owners to whom such notice was mailed.

(g) Partial Prepayment or Purchase of Certificates. Upon surrender of any Certificate to be prepaid or purchased in part only, the Trustee shall execute and deliver to the registered owner thereof, at the expense of the Authority, a new Certificate or Certificates of authorized denominations, and having the same Certificate Payment Date, equal in aggregate principal amount to the unprepaid or unpurchased portion of the Certificate surrendered.

(h) Effect of Prepayment. Notice of prepayment having been duly given as aforesaid, and moneys for payment of the Prepayment Price of, together with interest accrued to the prepayment date with respect to, the Certificates (or portions thereof) so called for prepayment being held by the Trustee, on the prepayment date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and interest accrued with respect thereto to the prepayment date, interest with respect to the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) shall cease to be entitled to any benefit or security under the Trust Agreement, the pledge of and lien on the Local Agency Certificates and any interest in the funds held hereunder as provided herein, and the Owners of said Certificates shall have no rights in respect thereof except to receive payment of said Prepayment Price and accrued interest.

All Certificates prepaid pursuant to the provisions of this Section shall be cancelled upon surrender thereof by the Trustee. All Certificates purchased pursuant to the provisions of this Section shall be registered in the name of the Authority and delivered to, or as directed in writing by, the Authority.

Section 2.04 Form of Certificates. The Certificates and the registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit A hereto attached and by this reference herein incorporated (provided that on the face of each Certificates, at the place where the portion of the form set forth below appears on the reverse side of such Certificate, there shall be inserted the following sentence: REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS CERTIFICATE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL, FOR ALL PURPOSES, HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE).

Section 2.05 Execution of Certificates. The Certificates shall be executed by the Trustee by the manual signature of an authorized signatory of the Trustee. Only those Certificates executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such execution by the Trustee shall be conclusive evidence that the Certificates so executed and registered have been duly authorized, executed and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06 Transfer and Payment of Certificates. Any Certificates may, in accordance with its terms, be transferred in the records maintained pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificates for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. Whenever any Certificates shall be surrendered for transfer, the Trustee shall execute and deliver to the transferee a new Certificate or Certificates of the same series and maturity for a like aggregate principal amount. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may deem and treat the registered owner of any Certificates as the absolute owner of such Certificates for the purpose of receiving payment thereof and for all other purposes,

whether such Certificates shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest and principal and prepayment premium, if any, evidenced and represented by such Certificates shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Certificates to the extent of the sum or sums so paid.

The Trustee shall not be required to execute, register the transfer of or exchange any Certificates during the fifteen (15) days preceding each Interest Payment Date or the date of selection by the Trustee of Certificates for prepayment, or to register the transfer of or exchange any Certificates which have been selected for prepayment in whole or in part.

Section 2.07 Exchange of Certificates. Certificates may be exchanged at the office of the Trustee for a like aggregate principal amount of Certificates of the same series and payment date of other authorized denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

Section 2.08 Certificate Registration Books. The Trustee will keep at its office sufficient books for the registration and transfer of the Certificates which shall at all times be open to inspection by the Local Agencies or any Owner on reasonable notice during regular business hours on any Business Day, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Certificates in such books as hereinabove provided.

Section 2.09 Mutilated, Destroyed, Stolen or Lost Certificates. If any Certificate shall become mutilated the Trustee at the expense of the Owner shall thereupon execute and deliver, a new Certificate of like tenor and number in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled.

If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and the Authority and indemnity satisfactory to the Trustee and the Authority shall be given, the Trustee, at the expense of the Owner, shall thereupon execute and deliver, a new Certificate of like tenor and number in lieu of and in substitution for the Certificate so lost, destroyed or stolen.

The Trustee may require payment of a reasonable sum for each new Certificate executed and delivered under this Section 2.09 and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Certificate executed and delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of the Trust Agreement with all other Certificates of the same series secured by the Trust Agreement. Neither the Authority nor the Trustee shall be required to treat both the original Certificate and any duplicate Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and duplicate Certificate shall be treated as one and the same.

Section 2.10 Temporary Certificates. The Certificates executed and delivered under the Trust Agreement may be initially executed and delivered in temporary form exchangeable for definitive Certificates when ready for delivery. The temporary Certificates may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Trustee, shall be in fully registered form and may contain such reference to any of the provisions of the Trust Agreement as may be appropriate.

Every temporary Certificate shall be executed and delivered by the Trustee upon the same conditions and terms and in substantially the same manner as definitive Certificates. If the Trustee executes and delivers temporary Certificates it will execute and furnish definitive Certificates without delay and thereupon the temporary Certificates may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Certificates an equal aggregate principal amount of definitive Certificates of authorized denominations. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under the Trust Agreement as definitive Certificates delivered hereunder.

Section 2.11 Procedure for the Execution and Delivery of Certificates; Establishment of Funds and Accounts; Deposit of Proceeds. At any time after the sale of the Certificates, the Trustee shall execute the Certificates for delivery hereunder, and thereupon the Certificates shall be delivered by the Trustee to the purchaser thereof upon the Request of the Authority and upon receipt of payment therefor from the purchaser thereof. The Trustee hereby agrees to establish and maintain hereunder, in trust, the Costs of Issuance Fund, the Proceeds Fund and the Proceeds Subaccounts therein, the Certificate Payment Fund and the Payment Accounts therein, one of which shall be established for each Local Agency, the Interest Fund and the Principal Fund. Upon receipt of payment for the Certificates from the purchaser thereof, the Trustee shall set aside and deposit the proceeds received from such sale in the following respective accounts or funds or with the following respective persons, in the following order of priority:

(a) The Trustee shall credit the [Reserve Policy] to the Reserve Subaccount for the Local Agency, as established within the Reserve Fund established pursuant to Section 3.03 hereof. The initial maximum amount available under the [Reserve Policy] is equal to the Reserve Fund Requirement for the Local Agency.

(b) The Trustee shall transfer to Proceeds Fund the amounts set forth in Schedule II, which is attached hereto and made a part hereof.

(c) The "Costs of Issuance Fund" is hereby established as a separate trust fund with the Trustee. The Trustee shall deposit the sum of \$_____, which is equal to the amount set forth in such Request of the Authority in the Costs of Issuance Fund. The moneys in the Costs of Issuance Fund shall be disbursed, upon the Request of the Authority, to pay Costs of Issuance. Upon the earlier of payment in full of the Costs of Issuance or the making of adequate provision for the payment thereof, evidenced by a Certificate of the Authority to the Trustee, on _____ 1, 20___, any balance remaining in such Fund shall [be transferred to the Interest Payment Account attributable to each Local Agency, allocated among such accounts in proportion to the amounts initially deposited in the Costs of Issuance Fund attributable to each Local Agency in the amounts set forth in Schedule II, which is attached hereto and made a part hereof][upon written request of the Local Agencies, be remitted to the Local Agencies to be applied to pay eligible costs payable from Revenues in accordance with the respective [Local Agency Trust Agreements and the Agreements]].

Section 2.12 Validity of Certificates. The validity of the Certificates shall not be dependent on or affected in any way by the proceedings taken by the Authority or the Trustee for the refinancing of the Projects. The recital contained in the Certificates that the same are executed and delivered pursuant hereto shall be conclusive evidence of their validity and of the regularity of their execution and delivery, and all Certificates shall be incontestable from and after their execution and delivery. The Certificates shall be deemed to be executed and delivered, within the meaning hereof, whenever the definitive Certificates (or any temporary Certificates exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

Section 2.13 Special Covenants as to Book-Entry Only System for Certificates. (a) Except as otherwise provided in subsections (b) and (c) of this Section 2.13, all of the Certificates initially executed and delivered shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), or such other nominee as DTC shall request pursuant to the Representation Letter. Payment of the interest evidenced and represented by any Certificate registered in the name of Cede & Co. shall be made on each Interest Payment Date for such Certificates to the account, in the manner and at the address indicated in or pursuant to the Representation Letter.

(b) The Certificates initially shall be executed and delivered in the form of a single fully registered certificate for each stated payment date of such Certificates, representing the aggregate principal amount evidenced and represented by the Certificates payable on such payment date. Upon initial execution and delivery, the ownership of all such Certificates shall be registered in the registration books maintained by the Trustee pursuant to Section 2.08 hereof in the name of Cede & Co., as nominee of DTC, or such other nominee as DTC shall request pursuant to the Representation Letter. The Trustee, the Local Agencies, the Authority and any paying agent may treat DTC (or its nominee) as the sole and exclusive owner of the Certificates registered in its name or the name of its nominee for the purposes of payment of the principal or Prepayment Price and interest evidenced and represented by such Certificates, selecting the Certificates or portions thereof to be prepaid, giving any notice permitted or required to be given to Owners hereunder, registering the transfer of Certificates, obtaining any consent or other action to be taken by Owners of the Certificates and for all other purposes whatsoever; and neither the Trustee or the Authority or any paying agent shall be affected by any notice to the contrary. Neither the Trustee, the Local Agencies nor the Authority or any paying agent shall have any responsibility or obligation to any Participant (which shall mean, for purposes of this Section 2.13, securities brokers and dealers, banks, trust companies, clearing corporations and other entities, some of whom directly or indirectly own DTC), any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration books as being an Owner, with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount in respect of the principal, Prepayment Price or interest evidenced and represented by the Certificates, (iii) any notice which is permitted or required to be given to Owners of Certificates hereunder, (iv) the selection by DTC or any Participant of any person to receive payment in the event of a partial prepayment of the Certificates, or (v) any consent given or other action taken by DTC as Owner of Certificates. The Trustee shall pay all principal, premium, if any, and interest evidenced and represented by the Certificates only at the times, to the accounts, at the addresses and otherwise in accordance with the Representation Letter, and all such payments shall be valid and effective to satisfy fully and discharge the obligations with respect to the principal, premium, if any, and interest evidenced and represented by the Certificates to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of its then existing nominee, the Certificates will be transferable to such new nominee in accordance with subsection (e) of this Section 2.13.

(c) In the event that the Authority determines that it is in the best interests of the Local Agencies or the beneficial owners of the Certificates that they be able to obtain certificates, the Trustee shall, upon the written instruction of the Authority, so notify DTC, whereupon DTC shall notify the Participants of the availability through DTC of such certificates. In such event, the Certificates will be transferable in accordance with subsection (e) of this Section 2.13. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice of such discontinuance to the Authority, the Local Agencies and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Certificates will be transferable in accordance with subsection (e) of this Section 2.13. Whenever DTC requests the Authority, the Local Agencies and the Trustee to do so, the Trustee, the Local Agencies and the Authority will cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of all certificates evidencing the Certificates then Outstanding. In such event, the Certificates will be

transferable to such securities depository in accordance with subsection (e) of this Section 2.13, and thereafter, all references in the Trust Agreement to DTC or its nominee shall be deemed to refer to such successor securities depository and its nominee, as appropriate.

(d) Notwithstanding any other provision of the Trust Agreement to the contrary, so long as all Certificates Outstanding are registered in the name of any nominee of DTC, all payments with respect to the principal, premium, if any, and interest evidenced and represented by each such Certificate and all notices with respect to each such Certificate shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In the event that any transfer or exchange of Certificates is authorized under subsection (b) or (c) of this Section 2.13, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered Owner thereof of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of Sections 2.06 and 2.07 hereof. In the event Certificates are delivered to Owners other than Cede & Co., its successor as nominee for DTC as Owner of all the Certificates, another securities depository as Owner of all the Certificates, or the nominee of such successor securities depository, the provisions of Sections 2.06 and 2.07 hereof shall also apply to, among other things, the registration, exchange and transfer of the Certificates and the method of payment of principal, premium, if any, and interest evidenced and represented by the Certificates.

ARTICLE III

REVENUES

Section 3.01 Pledge of Revenues; Assignment; Deposit of Local Agency Certificates. All Revenues and any other amounts (including proceeds of the sale of the Certificates) held by the Trustee in any fund or account established hereunder are hereby irrevocably pledged to the payment of the principal, interest and premium, if any, evidenced and represented by the Certificates as provided herein, and the Revenues shall not be used for any other purpose while any of the Certificates remain Outstanding; provided, however, that out of the Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a first pledge of and charge and lien upon the Revenues and all other moneys on deposit in the funds and accounts established hereunder for the payment of the interest and principal evidenced and represented by the Certificates in accordance with the terms hereof and thereof.

The Local Agency Certificates, as evidenced and represented by the Certificates, are hereby irrevocably deposited with and pledged and transferred to the Trustee, who is the registered owner of each Local Agency Certificate for the benefit of the Owners of the Certificates and the payments on the Local Agency Certificates shall be used for the punctual payment of the interest and principal evidenced and represented by the Certificates, and the Local Agency Certificates shall not be used for any other purpose while any of the Certificates remain Outstanding. This deposit, transfer and pledge shall constitute a first and exclusive lien on the principal and interest payments of the Local Agency Certificates for the foregoing purpose in accordance with the terms hereof. The Trustee hereby accepts the deposit of the Local Agency Certificates.

All principal and interest payments on the Local Agency Certificates shall be paid directly by the Local Agencies to the Trustee. All principal and interest payments on the Local Agency Certificates received by the Trustee shall be held in trust by the Trustee under the terms hereof and shall be deposited by it, as and when received, in the appropriate Payment Account within the Certificate Payment Fund, which fund the Trustee hereby agrees to maintain so long as any Certificates are Outstanding, and all money

in such fund shall be held in trust by the Trustee for the benefit of the Local Agency submitting such money until deposited in the funds specified in Section 3.02, whereupon such money shall be held in trust in such funds by the Trustee for the benefit and security of the Owners to the extent provided herein, and invested by the Trustee in accordance with each Local Agency's Pricing Confirmation and any subsequent written instruction to invest delivered in accordance with this Trust Agreement. If any Local Agency fails to make the required deposits, the Trustee shall as soon as practical (but in any event within five Business Days) notify such Local Agency and the Rating Agency of such failure. If the Trustee receives Certificate payments from a Local Agency in excess of the amounts required to pay the principal and interest due on such Local Agency's Certificate on respective Interest Payment Date and/or Certificate Payment Date, such excess amounts shall remain in the appropriate Local Agency's Payment Account in the Certificate Payment Fund and shall be transferred to such Local Agency following payment of the amount of Certificates evidencing and representing such Local Agency's Certificate. The Local Agencies, to the extent they have any interest in such fund, hereby pledge, transfer, assign and grant a lien on and a security interest in the Certificate Payment Fund to the Trustee for the benefit of the Owners.

The Authority hereby assigns to the Trustee all of the Authority's rights and remedies under the Certificates, the Local Agency Trust Agreements and the Agreements, including, but not limited to, the Authority's security interest in and lien upon the Revenues.

Section 3.02 Receipt and Deposit of Revenues in the Certificate Payment Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority agrees and covenants that all Revenues when and as received shall be received by the Authority in trust hereunder for the benefit of the Owners and shall be deposited when and as received by the Authority in the Certificate Payment Fund which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain with the Trustee so long as any Certificates shall be Outstanding under the Trust Agreement. All Revenues shall be accounted for separately for each Local Agency and held in trust in the Certificate Payment Fund. All Revenues, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely for the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority, and the Authority shall have no beneficial right or interest in any of the Revenues except only as herein provided.

Section 3.03 Establishment and Maintenance of Accounts for Use of Money in the Certificate Payment Fund. (a) All money in the Certificate Payment Fund shall be set aside by the Trustee in the following respective special funds and accounts within the Certificate Payment Fund in the following order of priority:

- (1) Interest Fund, and within the Interest Fund, an Interest Payment Account for each Local Agency;
- (2) Principal Fund, and within the Principal Fund, a Principal Payment Account for each Local Agency;
- (3) Reserve Fund, and within the Reserve Fund, a Reserve Subaccount for each Local Agency;
- (4) Administration Fund, and within the Administration Fund, an Administration Subaccount for each Local Agency; and
- (5) Surplus Account.

(b) All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section. Notwithstanding the foregoing, the Trustee need not create separate accounts within the Interest Fund, the Principal Fund, the Reserve Fund and the Administration Fund, but shall keep sufficient records to account separately for the deposits attributable to each Local Agency.

(1) Interest Fund. On or before the Business Day immediately preceding each Interest Payment Date, the Trustee shall set aside that amount of money representing the interest becoming due and payable on the Local Agency Certificates on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest evidenced and represented by the Certificates as it shall become due and payable (including accrued interest evidenced and represented by any Certificates purchased or prepaid prior to the payment dates thereof).

(2) Principal Fund. On or before the Business Day immediately preceding each Certificate Payment Date the Trustee shall set aside that amount of money representing the principal becoming due and payable on the Local Agency Certificates on such Certificate Payment Date. All money in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal evidenced and represented by the Certificates as it shall become due and payable, whether on their respective Certificate Payment Dates or prepayment, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to prepay or to pay Term Certificates for which such sinking fund account was created.

(3) Reserve Fund. The Trustee shall set aside from amounts deposited by each Local Agency in the Certificate Payment Fund and deposit in each Local Agency's Reserve Subaccount that amount of money (or other authorized deposit of security) which shall be required to maintain the Reserve Subaccount in the full amount of the Reserve Fund Requirement. No deposit need be made in any Reserve Subaccount so long as there shall be on deposit therein a sum equal to the related Local Agency Reserve Fund Requirement. All money in each Reserve Subaccount (including all amounts which may be obtained from any insurance policy on deposit in the Reserve Subaccount) shall be used and withdrawn by the Trustee solely for the purpose of replenishing the related Local Agency Interest Payment Account or the related Local Agency Principal Payment Account, in that order, in the event of any deficiency at any time in either of such Accounts, but solely for the purpose of paying the interest or principal payable in connection with the [related Local Agency Agreement], except that any cash amounts in the Reserve Subaccounts in excess of the amount required to be on deposit therein shall be withdrawn from the Reserve Subaccounts on each Interest Payment Date and deposited in the related Local Agency Interest Payment Account.

In lieu of making a Local Agency Reserve Fund Requirement deposit or in replacement of moneys then on deposit in any Reserve Subaccount (which shall be transferred by the Trustee to the Local Agency upon delivery of an insurance policy satisfying the requirements stated below), a Local Agency may also deliver to the Trustee an insurance policy (a "**Qualified Reserve Instrument**") securing an amount, together with moneys or Permitted Investments on deposit in the Reserve Subaccount, no less than the Local Agency Reserve Fund Requirement, issued by an insurance company licensed to issue insurance policies guaranteeing the timely payment of the principal and interest components of the [related Local Agency Agreement] and whose unsecured debt obligations (or for which obligations secured by such insurance company's insurance policies) are rated in one of the two highest rating categories (without respect to any modifier) of the Rating Agency; provided that in the event of a Qualified Reserve Instrument is downgraded by a rating agency, the related Local Agency is not required to replace the Qualified Reserve Instrument or deposit cash in the Local Agency's Reserve Subaccount. Notwithstanding anything to the contrary set forth in the Trust Agreement, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on the Certificates.

[Each Local Agency][_____ and _____] has provided a [Reserve Policy] to be credited to the Local Agency's Reserve Subaccount, and the Trustee shall make claims under the respective [Reserve Policy] in accordance with the terms of the [Reserve Policy] and the Insurance Agreement. The [Reserve Policy] is a Qualified Reserve Instrument.]

(4) **Surplus Account.** On the Business Day immediately following each Interest Payment Date the Trustee shall deposit in the Surplus Account all money remaining in the Certificate Payment Fund after the deposits required by paragraphs (1), (2), (3) and (4) of this section have been made. On June 30 of each year, beginning on June 30, 20__, the Trustee shall disburse the money in the Surplus Account to each Local Agency to the extent each such Local Agency's deposit of moneys, together with investment earnings thereon, if any, exceeded the deposits required by paragraphs (1), (2), and (3) of this section.

Section 3.04 Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested and reinvested in Permitted Investments at the Request of the respective Local Agency or Local Agencies received not less than two (2) Business Days prior to the date of making such investment. The Trustee shall notify the respective Local Agency or Local Agencies no less than two (2) Business Days prior to the date moneys held hereunder will be available for investment, requesting that the respective Local Agency or Local Agencies deliver to the Trustee a Request of the respective Local Agency or Local Agencies specifying the Permitted Investments to be acquired by the Trustee with such moneys. All money held in the Reserve Fund shall be invested and reinvested in Permitted Investments with a term to maturity not exceeding five years or on the final maturity date of the Certificates, whichever date is earlier; provided, however, that if an obligation may be prepaid at par on the Business Day prior to each Interest Payment Date during which such obligation is outstanding, such obligation may have any maturity. If no such Request of the respective Local Agency or Local Agencies is received, the Trustee shall hold such moneys uninvested. All such Permitted Investments shall be valued by the Trustee not less frequently than semi-annually on each Interest Payment Date at the lower of the cost or market value thereof. All interest or profits received prior to the completion of each Project (as certified in writing by the related Authorized Local Agency Representative) on any money so invested shall be deposited in the related Proceeds Subaccount of the Acquisition Fund, and all interest or profits received subsequent thereto on any money so invested shall be deposited in the related Local Agency Interest Payment Account. The Trustee may act as a principal or agent in making or disposing of any investment, and all investments may be made through the Trustee's investment department or that of its affiliates. The Trustee or its affiliates may act as sponsor, agent manager or depository with regard to any Permitted Investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall sell in a commercially reasonable manner, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and the Trustee shall not be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

[Notwithstanding the foregoing, in the event there is only one participating Local Agency identified in Schedule I, notifications from the Trustee of the availability of funds for investment shall be provided to the Local Agency and instructions for the investment of funds will be at the Request of the Local Agency.]

Section 3.05 Reserve Policy Payment and Reimbursement Provisions. The following provisions shall govern in the event of a conflict with any contrary provision of the Trust Agreement. [EXEMPLAR TERMS TO BE REVISED:

(a) The Local Agencies shall repay any draws under the [Reserve Policy] and pay all related reasonable expenses incurred by the Insurer, [to be allocated on a *pro rata* basis (on the

basis of the defaulted Purchase Payments and interest thereon payable by each Local Agency) among the Local Agencies]. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus [3]%, and (ii) the then applicable highest rate of interest with respect to the Certificates, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the respective Local Agency or Local Agencies had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "**Policy Costs**") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the [Reserve Policy] will be increased by a like amount, subject to the terms of the [Reserve Policy]. The obligation to pay Policy Costs shall be secured by a valid lien on all Revenues (subject only to the priority of payment provisions set forth under the Trust Agreement).

[As to each Local Agency's Reserve Subaccount, all cash and investments therein shall be transferred to the related Local Agency Interest Payment Account and Principal Payment Account, as applicable, for payment of the debt service on the Certificates before any drawing may be made on the [Reserve Policy] or any other Qualified Reserve Instrument credited to such Local Agency's Reserve Subaccount in lieu of cash.]

[Payment of any Policy Cost allocable to a Local Agency shall be made prior to replenishment of any cash amounts with respect to a such Local Agency's Reserve Subaccount. To the extent that more than one Qualified Reserve Instrument is credited to a Local Agency's Reserve Subaccount, draws on all such Qualified Reserve Instruments (including the [Reserve Policy]) on which there is available coverage shall be made on a *pro rata* basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the related Local Agency's Reserve Subaccount. Payment of Policy Costs and

reimbursement of amounts with respect to other Qualified Reserve Instruments shall be made on a *pro rata* basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.]

(b) If any Local Agency shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) above, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Trust Agreement other than (i) acceleration of the maturity of the Certificates, or (ii) remedies which would adversely affect owners of the Certificates.

(c) This Trust Agreement shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Local Agency’s obligation to pay such amount shall expressly survive payment in full of the Local Agency Certificates and the Certificates; [any such Policy Costs to be allocated on a *pro rata* basis (on the basis of the defaulted Purchase Payments and interest thereon payable by each Local Agency) among the Local Agencies].

(d) The Trustee shall ascertain the necessity for a claim upon the [Reserve Policy] in accordance with the provisions of paragraph (a) hereof and provide notice to the Insurer in accordance with the terms of the [Reserve Policy] at least five Business Days prior to each date upon which interest or principal is due on the Certificates.

(e) The [Reserve Policy] shall expire on the earlier of the date the Certificates are no longer outstanding and the final maturity date of the Certificates.]

ARTICLE IV

COVENANTS

Section 4.01 Compliance with Trust Agreement. The Trustee will not execute or deliver any Certificates in any manner other than in accordance with the provisions hereof; and the Local Agencies will not suffer or permit any default to occur hereunder, but will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by them.**Amendment of Agreements.** The Local Agencies and the Authority will not amend or permit the amendment of their respective Local Agency Trust Agreement without (a)(1) a determination that such amendment does not materially adversely affect the interest of the Owners or the Insurer or (2) the written consents of the Insurer and the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment is authorized and permitted by the Trust Agreement and is enforceable against the Authority; *provided* that no such supplement, amendment, modification or termination shall reduce principal or interest payments on the Local Agency Certificates or the amount of 2020 Installment Sale Payments to be made by any Local Agency pursuant to an Agreement, or extend the time for making such payments, or permit the creation of any lien prior to or on a parity with the lien created by such Local Agency Trust Agreement or Agreement on Revenues (except as expressly provided in such Local Agency Trust Agreement), in each case without the written consent of all of the Owners of the Certificates then Outstanding. [The Local Agencies and the Trustee will not amend or permit the amendment of the Local Agency Certificates or the Local Agency Trust Agreements without (a)(1) a determination that such amendment does not materially adversely affect the interest of the Owners or (2) the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and (b) an Opinion of Counsel to the effect that such amendment will not cause interest

on the Local Agency Certificates to be included in gross income for federal income tax purposes; provided that, no such amendment shall reduce the rate of interest or amount of principal or extend the time of payment thereof with respect to any Local Agency Certificate.]

Section 4.03 Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Revenues except as provided herein, and will not issue any bonds, Local Agency Certificates or obligations payable from the Revenues or secured by a pledge of or charge or lien upon the Revenues except the Certificates. So long as any Certificates are Outstanding, the Local Agencies will not create or suffer to be created any pledge of or lien on the respective Local Agency Certificates other than the pledge and lien hereof.

Section 4.04 Accounting Records and Reports. The Trustee shall keep proper books of record and account in accordance with industry standards in which complete and correct entries shall be made of all transactions made by the Trustee relating to the receipt, investment, disbursement, allocation and application of all funds received by the Trustee hereunder. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment: (a) its purchase price; (b) identifying information, including par amount, coupon rate, and payment dates; (c) the amount received at maturity or its sale price, as the case may be; (d) the amounts and dates of any payments made with respect thereto; and (e) such documentation as is required to be obtained as evidence to establish that all investments have been purchased in arms' length transactions with no amounts paid to reduce the yield on the investments.

Such records shall be open to inspection by the Authority and any Local Agency at any reasonable time during regular business hours on reasonable notice.

Section 4.05 Observance of Laws and Regulations. The Local Agencies will faithfully observe and perform all lawful and valid obligations or regulations now or hereafter imposed on them by contract, or prescribed by any state or national law, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of each and every franchise, right or privilege now owned or hereafter acquired by them, including their right to exist and carry on their respective businesses, to the end that such observance or performance is material to the transactions contemplated hereby. In the event that any property or funds contemplated hereunder shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting such property or funds, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 4.06 Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the Local Agencies will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 4.07 Recordation and Filing. The Local Agency will file, record, register, renew, refile and rerecord all such documents, including financing statements (or continuation statements in connection therewith), as may be required by law in order to maintain at all times a security interest in the

[Local Agency Trust Agreements and the Agreements] under and pursuant to the Trust Agreement, all in such manner, at such times and in such places as may be required in order to fully perfect, preserve and protect the benefit, protection and security of the Owners and the Insurer, and the rights of the Trustee hereunder, and the Local Agencies will do whatever else may be necessary or be reasonably required in order to perfect and continue the pledge of and lien on the [Local Agency Trust Agreements and the Agreements] as provided herein.

ARTICLE V

THE TRUSTEE

Section 5.01 The Trustee. The Local Agencies hereby appoint and employ the Trustee to receive, deposit and disburse the payments on the Local Agency Certificates as provided herein. Wilmington Trust, National Association shall serve as the Trustee for the Certificates for the purpose of receiving all money which the Authority and the Local Agencies are required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest, principal and prepayment premiums, if any, evidenced and represented by the Certificates presented for payment in Costa Mesa, California, with the rights and obligations provided herein. The Authority agrees that it will at all times maintain a Trustee having a designated office in San Francisco, Costa Mesa, or Los Angeles, California..

The Authority may at any time, unless there exists any event of default as defined in Section 7.01, remove the Trustee and be discharged from its duties and obligations hereunder at any time initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall (i) be a bank or trust company doing business and having a principal office in San Francisco or Los Angeles, California, (ii) have (or in the case of a bank or trust company which is part of a bank holding company system, the related bank holding company shall have) a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and (iii) be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign and be discharged from its duties and obligations hereunder at any time by giving written notice of such resignation to the Authority and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to prepay the Certificates when duly presented for payment on their respective Certificate Payment Dates or on prior prepayment. The Trustee shall cancel all Certificates upon payment thereof or upon the surrender thereof by the Authority and shall destroy such Certificates it has received in accordance with its retention policy then in effect. The Trustee shall keep accurate records of all Certificates paid and discharged and canceled by it.

The Authority, solely from amounts held in the Costs of Issuance Fund or paid by the Local Agencies specifically for such purpose, shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation for its services, reimburse the Trustee for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants and in-house and other counsel and other experts employed by it and reasonably required in the exercise and performance of its rights and obligations hereunder, and, to the extent permitted by law, indemnify and hold the Trustee and its officers, directors, employees and agents harmless against any claim, loss, liability, damages, expenses (including fees, costs and expenses of counsel) and advances not arising from the Trustee's own negligence or willful misconduct, which the Trustee may incur in the exercise and performance of its rights and obligations hereunder. The obligations of the Authority under this paragraph to compensate, indemnify, reimburse and hold the Trustee harmless shall constitute additional indebtedness hereunder, and such indebtedness shall have priority over the Certificates in respect of all property and funds held or collected by the Trustee as such, except funds held in trust by the Trustee for the benefit of the Owners of particular Certificates, including, without limitation, funds held by the Trustee in trust to prepay all or a portion of Outstanding Certificates prior to their respective Certificate Payment Dates for which a notice of prepayment has been sent as provided herein.

Section 5.02 Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Certificates shall be taken as recitals of facts, agreements and covenants of the Authority, and the Trustee assumes no responsibility for the use of any proceeds of the Certificates, the correctness of the same, the collection of the Revenues or makes any representation as to the sufficiency or validity hereof, of the Certificates or any security therefor or any offering material distributed in connection with the Certificates and shall not incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Certificates or in law or equity. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or breach of fiduciary duty.

The Trustee shall not be bound to recognize any person as the Owner of a Certificate unless and until such Certificate is submitted for inspection, if required, and such Certificate is registered in such person's name.

Whenever the Trustee shall deem it necessary or desirable that a factual or legal matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate conforming to the requirements herein or an opinion of counsel, which certificate or opinion shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners, the Authority and the Local Agencies, having any claim against the Trustee arising from the Trust Agreement not attributable to the Trustee's negligence or willful misconduct shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. The duties and obligations of the Trustee shall be determined solely by the express provisions of the Trust Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Trust Agreement, and no implied covenants or obligations (fiduciary or otherwise) shall be read into the Trust Agreement against the Trustee. Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Authority or Local Agencies, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any

liability in connection with the malfeasance or nonfeasance by such party. Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person. The Trustee shall not be liable with respect to any action taken or not taken hereunder in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in the Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of Authority or Local Agencies, pursuant to the provisions of this Trust Agreement, unless such Authority or Local Agencies shall have offered to the Trustee security or indemnity (satisfactory to the Trustee in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents and such immunities and exceptions and its right to payment of its fees and expenses shall survive its resignation or removal and the final payment and defeasance of the Local Agency Certificates and the Certificates. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates. The Trustee, in its individual or any other capacity, may become the Owner of any Certificates or other obligations of any party hereto with the same rights which it would have if not the Trustee. At any and all reasonable times, the Trustee, and its agents shall have the right to fully inspect the Projects, including all books, papers and records of the Local Agencies pertaining to the Projects and the Certificates, and to take such memoranda therefrom and with regard thereto and make photocopies thereof as may be desired. The Trustee shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises. Before taking or refraining from any action hereunder at the request or direction of the Owners, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished to it and be in full force and effect. None of the provisions contained herein or in the [Local Agency Trust Agreements and the Agreements] shall require the Trustee to expend or risk its own funds or continue to do so or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. The Trustee may rely and shall be protected in acting or failing to act upon any paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Local Agencies to make any payment of principal or interest under the [Local Agency Trust Agreements and the Agreements] when due, unless a responsible officer of the Trustee shall receive actual notice in writing at its corporate trust office of such default by the Owners of not less than 25% of the aggregate principal amount of Certificates then Outstanding. Notwithstanding any other provision hereof, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or official action or evidence thereof, required as a condition of such action deemed by the Trustee to be desirable for the purpose of establishing the rights of the Trustee with respect to the authentication of any Certificates, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

The Trustee shall be entitled to request and receive written instructions from the Authority, the Local Agencies and the Owners and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with the written direction of any such party. The Trustee shall be entitled to request and receive written direction given pursuant hereto sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Trustee shall have received an incumbency certificate from each

Local Agency listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from any action taken or not taken by the Trustee or from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Each Local Agency agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of interception and misuse by third party.

The Trustee shall not be responsible for the sufficiency of the payments on the Local Agency Certificates, or of the assignment made to it of all rights to receive the payments on the Local Agency Certificates and shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof or have received written notice thereof at the Principal Trust Office of the Trustee. The Trustee shall not be accountable for the use or application by the Local Agencies, or any other party, of any funds which the Trustee properly releases to the Local Agencies or which the Local Agencies may otherwise receive from time to time. The Trustee makes no representation concerning, and has no responsibility for, the validity, genuineness, sufficiency, or performance by parties other than the Trustee of this Trust Agreement, any Certificate, any Local Agency Certificate, any Local Agency Trust Agreement, Agreement or of any other paper or document, or for taking any action on them (except as specifically and expressly stated for the Trustee in this Trust Agreement), or with respect to any obligation of the Local Agencies.

The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics, present or future law or regulation or governmental authority, civil or military disturbances, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communication service, accidents, labor disputes, unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, or other similar occurrences. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

[Subject to the requirements of Section 5.01, any corporation into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be the successor Trustee under this Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.]

ARTICLE VI

AMENDMENT OF THE TRUST AGREEMENT

Section 6.01 Amendment of the Trust Agreement. The Trust Agreement and the rights and obligations of the Authority, the Local Agencies, the Trustee and the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Insurer and the Owners of a majority in aggregate principal amount evidenced and represented by the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 6.02, are filed with the Trustee. No such amendment shall (1) extend the Certificate Payment Date of or reduce the interest rate

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on or amount of interest or principal or prepayment premium, if any, evidenced and represented by any Certificate without the express written consent of the Insurer and the Owner of such Certificate, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the Certificates, or (3) reduce the percentage of Certificates required for the written consent to any such amendment or any amendment of an agreement pursuant to Section 4.02 hereof, or (4) modify any rights or obligations of the Trustee, the Authority or the Local Agencies without their prior written assent thereto, respectively.

The Trust Agreement and the rights and obligations of the Authority, the Local Agencies and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of any Owners, but only to the extent permitted by law and after receipt of an approving Opinion of Counsel, for any purpose that will not in the judgment of the Authority or as set forth in an opinion of bond counsel materially adversely affect the interests of the Owners, including (without limitation) for any one or more of the following purposes -

(a) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority or the Local Agencies, or to surrender any right or power reserved herein to or conferred herein on the Authority or the Local Agencies;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority or the Local Agencies may deem desirable or necessary and not inconsistent herewith;

(c) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Trust Agreement under the Trust Indenture Act of 1939; or

(d) for any other purpose that does not materially adversely affect the interests of the Owners or the Insurer.

Section 6.02 Disqualified Certificates. Certificates owned or held by or for the account of the Authority or the Local Agencies shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Certificates provided in this article, and shall not be entitled to consent to or take any other action provided in this article.

Section 6.03 Endorsement or Replacement of Certificates After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the Certificates may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Owner of any Outstanding Certificates and presentation of their Certificate for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Certificate. If the Authority shall so determine, new Certificates so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Certificate a new Certificate or Certificates shall be exchanged at the office of the Trustee without cost to each Owner for its Certificate or Certificates then Outstanding upon surrender of such Outstanding Certificates.

Section 6.04 Amendment by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Certificates held by them, provided that due notation thereof is made on such Certificates.

Section 6.05 Information to Rating Agency. The Authority shall provide any Rating Agency rating the Certificates a copy of each amendment to the Trust Agreement and the [Local Agency Trust Agreements and the Agreements] promptly following the execution or adoption of such amendment.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 7.01 Events of Default. If any default in the payment of principal of or interest on any Local Agency Certificate [of either Series of Local Agency Certificates] or any other “Event of Default” defined in a Local Agency Trust Agreement or Agreement shall occur and be continuing, or if any default shall be made by a Local Agency or Local Agencies in the performance or observance of any other of the covenants, agreements or conditions on its part herein contained and such default shall have continued for a period of thirty (30) days after written notice thereof shall have been given to the respective Local Agency or Local Agencies by the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Certificates at the time Outstanding, then such default shall constitute an “Event of Default” hereunder, and in each and every such case during the continuance of such Event of Default the Trustee or the Owners of not less than a majority in aggregate principal amount evidenced and represented by the Certificates at the time Outstanding shall be entitled, upon notice in writing to the respective Local Agency or Local Agencies, but subject to the provisions of Section 7.06, to exercise the remedies provided under the [Local Agency Trust Agreements and the Agreements] then in default which are necessary or desirable to collect each such Local Agency’s 2020 Installment Sale Payments. No grace period shall be permitted for payment defaults.

The Owners of Certificates, for purposes of this Trust Agreement and the Local Agency Trust Agreement and Agreement of each Local Agency, to the extent of their interest, shall be treated as owners of the Local Agency Certificates and shall be entitled to all rights and security of the owners of Local Agency Certificates pursuant to each Local Agency Certificate and Local Agency Trust Agreement, Agreement and this Trust Agreement, and shall be treated for all purposes as owners of the Local Agency Certificates. Each Local Agency recognizes the rights of the Owners of the Certificates, acting directly or through the Trustee, to enforce the obligations and covenants contained in its Local Agency Certificate, its Local Agency Trust Agreement, Agreement and this Trust Agreement; provided that in no event shall a Local Agency be liable for any obligations, covenants or damages except those which arise out of its Local Agency Certificate and its Local Agency Trust Agreement and Agreement, and, in particular, no Local Agency shall be liable for any obligations, liabilities, acts or omissions of any other Local Agency.

The Owners of Certificates, for purposes of the Trust Agreement and the Local Agency Trust Agreement and Agreement of each Local Agency, to the extent of their interest, shall be entitled to all rights and security of the Authority pursuant to each Local Agency Trust Agreement and Agreement and the Trust Agreement. Each Local Agency recognizes the rights of the Owners of the Certificates, acting directly or through the Trustee, to enforce the obligations and covenants contained in the [Local Agency Trust Agreements and the Agreements] and the Trust Agreement; *provided* that in no event shall any Local Agency be liable for any obligations, covenants or damages except those which arise out of the [Local Agency Trust Agreements and the Agreements], and, in particular, no Local Agency shall be liable for any obligations, liabilities, acts or omissions of any other Local Agency.

Section 7.02 Application of Funds Upon Acceleration of Agreement. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall be deposited into a segregated payment account of the Certificate Payment Fund relating to each, if any, defaulting Local Agency's Agreement and be applied by the Trustee in the following order:

First, to the payment of the costs and expenses of the Trustee, if any, in carrying out the provisions of this article, including reasonable compensation to its agents, accountants and counsel and including any indemnification expenses;

Second, to the payment of the principal and interest payable with respect to the Certificates, in connection with a mandatory prepayment of Certificates pursuant to Section 2.03(b) hereof and the delivery of a Cash Flow Report; and

Third, to the payment of amounts owed to the Insurer not paid pursuant to First and Second above.

Section 7.03 Other Remedies of the Trustee. The Trustee shall have the right

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights hereunder against any Local Agency or any supervisor, council member, board member, trustee, member, officer or employee thereof, and to compel such Local Agency or any such supervisor, council member, board member, trustee, member, officer or employee thereof to observe or perform its or his or her duties under applicable law and the agreements, conditions, covenants and terms contained herein, or in the applicable Note and Local Agency Trust Agreement and Agreement, required to be observed or performed by it or him or her;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Trustee or the Owners; or

(c) by suit in equity upon the happening of any default hereunder to require any Local Agency and any supervisor, council member, board member, trustee, member, officer and employee to account as the trustee of any express trust.

Section 7.04 Non-Waiver. A waiver by the Trustee of any default hereunder or breach of any obligation hereunder shall not affect any subsequent default hereunder or any subsequent breach of an obligation hereunder or impair any rights or remedies on any such subsequent default hereunder or on any such subsequent breach of an obligation hereunder. No delay or omission by the Trustee to exercise any right or remedy accruing upon any default hereunder shall impair any such right or remedy or shall be construed to be a waiver of any such default hereunder or an acquiescence therein, and every right or remedy conferred upon the Trustee by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee or the Local Agencies, the Trustee and the Local Agencies shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 7.05 Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Certificates executed

and delivered hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 7.06 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law. If any remedial action hereunder is discontinued or abandoned, the Trustee and the Owners shall be restored to their former positions.

Section 7.07 Limitation on Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon the Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01 hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request and consent shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, consent, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Certificates of any remedy hereunder; it being understood and intended that no one or more owners of Certificates shall have any right in any manner whatever by its or their action to enforce any right under the Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

Section 7.08 Limited Liability of the Local Agencies. Except as expressly provided in the [Local Agency Trust Agreements and the Agreements], the Local Agencies shall not have any obligation or liability to the Authority, the Trustee or the Owners, with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Certificates or the receipt, deposit or disbursement of the principal and interest payable with respect to the [Local Agency Trust Agreements and the Agreements] by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it. The obligation of each Local Agency under its Local Agency Trust Agreement, its Agreement and the Trust Agreement is a several and not a joint obligation and is strictly limited to such Local Agency's 2020 Installment Sale Payments and Administration Fee due under its Agreement, and to its Revenues and all money in the Pledged Tax Fund and in the funds and accounts so specified and provided for and defined in its Agreement. [Except for the payment when due of the principal of and interest on the Local Agency Certificates (which shall be payable only from moneys available therefor as set forth in Section ___ of the Local Agency Trust Agreements) and the observance and performance of the other agreements, conditions, covenants and terms contained in the Local Agency Certificates and the Local Agency Trust Agreement and Agreements, the Local Agencies shall not have any obligation or liability to the Owners with respect to the Trust Agreement or the preparation, execution, delivery, transfer, exchange or cancellation of the Certificates or the receipt, deposit or disbursement of the principal of and interest on the Local Agency Certificates by the Trustee, or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it.]

Notwithstanding anything to the contrary herein or in the [Local Agency Trust Agreements and the Agreements], no Local Agency shall incur any obligation on account of any default, action or omission of any other Local Agency.

Section 7.09 Limited Liability of the Authority. Except as expressly provided herein, the Authority shall not have any obligation or liability to the Trustee or the Owners, with respect to the payment when due of the Local Agency Certificates by the Local Agencies, or with respect to the observance or performance by the Local Agencies of the other agreements, conditions, covenants and terms contained in the [Local Agency Trust Agreements and the Agreements], or with respect to the performance by the Trustee of any obligation contained herein required to be performed by it. Notwithstanding anything to the contrary contained in the Certificates, the Trust Agreement or any other document related thereto, the Authority shall not have any liability hereunder or by reason hereof or in connection with any of the transactions contemplated hereby except to the extent payable from moneys received from or with respect to the [Local Agency Trust Agreements and the Agreements] and available thereof in accordance with the Trust Agreement.

ARTICLE VIII

DEFEASANCE

Section 8.01 Discharge of Certificates. (a) If the Local Agencies shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Certificates the interest, principal and prepayment premiums, if any, evidenced and represented thereby at the times and in the manner stipulated herein and therein, and the Insurer shall have been paid all amounts owed to the Insurer under the Insurance Policy and the [Reserve Policy], then the Owners of such Certificates shall cease to be entitled to the pledge of and charge and lien upon the Revenues as provided herein, the pledge of and lien on the Local Agency Certificates and any interest in the funds held hereunder as provided herein, and all agreements, covenants and other obligations of the Authority and the Local Agencies to the Owners of such Certificates hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest and principal and prepayment premiums, if any, evidenced and represented by such Certificates.

(b) [If the Trustee shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Certificates the interest and principal evidenced and represented thereby at the times and in the manner provided herein and therein, then such Owners shall cease to be entitled to the pledge of and lien on the Local Agency Certificates and any interest in the funds held hereunder as provided herein, and all agreements and covenants of the Local Agencies to such Owners hereunder and under the Local Agency Trust Agreement and Agreement shall thereupon cease, terminate and become void and shall be discharged and satisfied.][If any Local Agency shall pay or cause to be paid all or any portion of unpaid principal installments of its 2020 Installment Sale Payments, prior to their payment dates or dates of prepayment in the manner provided its Agreement, and all related allocable amounts owed the Insurer shall have been paid in full, within the meaning of and with the effect expressed in Section 7.01 of its Agreement, and the prepaid Local Agency Certificates designated as principal components and interest coming due on the Certificate Payment Date designated in writing by the Local Agency is paid to the Owners of all Outstanding Certificates, then the Owners of such Certificates shall cease to be entitled to the pledge of and charge and lien upon such Revenues and on the Local Agency Certificates and any interest in the funds held hereunder as provided herein, as provided herein and, if such payment shall pay the Certificates in full on the maturity or prepayment date, all agreements, covenants and other obligations of the Authority and the Local Agency to the Owners of such Certificates hereunder shall thereupon cease, terminate and become void and be

discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest and principal and prepayment premiums, if any, evidenced and represented by such Certificates.]

(c) Any Outstanding Certificates shall prior to the maturity date or prepayment date thereof be deemed to have been paid within the meaning of and with the effect expressed in [subsection (a)] of this section if (1) in case any of such Certificates are to be prepaid on any date prior to their respective Certificate Payment Dates, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Obligations, in each case the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due with respect to such Certificates on and prior to the Certificate Payment Date or prepayment date thereof, as the case may be, and the principal and prepayment premiums, if any, evidenced and represented by such Certificates, and (2) in the event such Certificates are not by their terms subject to prepayment within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Certificates that the deposit required by clause (2) above has been made with the Trustee and that such Certificates are deemed to have been paid in accordance with this section and stating the Certificate Payment Date or prepayment date upon which money is to be available for the payment of the principal and prepayment premiums, if any, with respect to such Certificates. In addition, the Authority shall cause to be delivered to the Insurer (i) a report of an Independent Certified Public Accountant or such other accountant as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or prepayment date (“**Verification**”), (ii) an escrow deposit agreement or refunding instructions and agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Certificates are no longer “Outstanding” under the Trust Agreement, and (iv) a certificate of discharge of the Trustee with respect to the Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority and the Trustee. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

Certificates shall be deemed “Outstanding” under the Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

Section 8.02 Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Certificates which remains unclaimed for two (2) years after the date when such Certificates have become due and payable, either at their stated Certificate Payment Dates or by call for prepayment prior to such dates, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Certificates have become due and payable, shall be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Certificates. Any moneys held by the Trustee in trust for the payment and discharge of any Certificates shall not bear interest or be otherwise invested from and after such Certificate Payment Date or prepayment date.

ARTICLE IX

PROVISIONS RELATED TO THE INSURER AND THE INSURANCE POLICY

Section 9.01 General Provisions. Exhibit B attached hereto relating to the Insurer and the Policy is incorporated by reference into the Trust Agreement. Notwithstanding anything to the contrary, the provisions of Exhibit B shall control and supersede any conflicting or inconsistent provisions in the Trust Agreement.

ARTICLE X

MISCELLANEOUS

Section 10.01 Liability of Authority Limited to Revenues. The Certificates are limited obligations of the Authority and are payable, as to interest, principal and any premiums upon the prepayment of any thereof, solely from the Revenues as provided herein, and the Authority is not obligated to pay them except from the Revenues. All the Certificates are equally secured by a pledge of and charge and lien upon the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest, principal and prepayment premiums, if any, with respect to the Certificates as provided herein. The Certificates are not a debt of the Authority, the Local Agencies, the State of California or any of its political subdivisions, and neither the Authority, the Local Agencies, said State nor any of its political subdivisions is liable thereon, nor in any event shall the Certificates be payable out of any funds or properties other than those of the Authority as provided herein. The Certificates do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

Section 10.02 Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Local Agencies, the Authority, the Trustee, the Insurer and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the Local Agencies or the Authority shall be for the sole and exclusive benefit of the Trustee, the Authority, the Insurer and the Owners. The Insurer is a third party beneficiary of the Trust Agreement [and the [Local Agency Trust Agreements and the Agreements]].

Section 10.03 Successor Is Deemed Included In All References To Predecessor. Whenever any of the Local Agencies, the Authority, the Trustee or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Local Agencies, the Authority or the Trustee or such officer, and all agreements, conditions, covenants and terms contained herein required to be observed or performed by or on behalf of the Local Agencies, the Authority or the Trustee or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04 Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to them the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Certificates and the amount, maturity,

number and date of holding the same may be proved by the registration books relating to the Certificates at the office of the Trustee.

Any declaration, request or other instrument or writing of the Owner of any Certificate shall bind all future Owners of such Certificate with respect to anything done or suffered to be done by the Local Agencies, the Authority or the Trustee in good faith and in accordance therewith.

Section 10.05 Waiver of Personal Liability; No Liability of Authority Members. No member, officer or employee of the Authority or any Local Agency shall be individually or personally liable for the payment of the interest, principal or prepayment premiums, if any, with respect to the Certificates by reason of their execution and delivery, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by any applicable provisions of law, or by the Local Agency Certificates or a respective Local Agency Trust Agreement or Agreement, or hereby.

Notwithstanding anything to the contrary herein or in any other document, no entity that is a program participant of the Authority, its supervisors, councilmembers, trustees, officers, directors, employees, and agents, shall have any liability of any kind hereunder or by reason of or in connection with any of the transactions contemplated hereby, other than with respect to a program participant of the Authority in its capacity as a Local Agency hereunder.

Section 10.06 Acquisition of Certificates by Authority. All Certificates acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 10.07 Destruction of Canceled Certificates. Whenever provision is made herein for the cancellation of any Certificates, the Trustee shall destroy such Certificates in accordance with its retention policy then in effect.

Section 10.08 Content of Certificates; Post-Issuance Legal Opinions. Every Certificate of the Authority or any Local Agency with respect to compliance with any agreement, condition, covenant or term contained herein shall include: (a) a statement that the person or persons executing such certificate have read such agreement, condition, covenant or term and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not the Local Agency or the Authority has complied with such agreement, condition, covenant or term; and (d) a statement as to whether, in the opinion of the signers, the Local Agency or the Authority has complied with such agreement, condition, covenant or term.

Any Certificate of the Authority or any Local Agency may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person or persons executing such certificate know that the Opinion of Counsel with respect to the matters upon which their certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters and information with respect to which is in the possession of the Local Agency or the Authority, upon a representation by an officer or officers of the Local Agency or the Authority unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.09 Publication for Successive Weeks. Any publication required to be made hereunder for successive weeks in a financial newspaper may be made in each instance upon any Business

Day of the first week and need not be made on the same Business Day of any succeeding week or in the same financial newspaper for any subsequent publication, but may be made on different Business Days or in different financial newspapers, as the case may be.

Section 10.10 Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the Tax Certificates and sound accounting practice and with due regard for the protection of the security of the Certificates and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.11 Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.12 Entire Agreement; Partial Invalidity. This Trust Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Local Agencies, the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Certificates, and the Owners shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Local Agencies, the Authority and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the execution and delivery of the Certificates pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.13 Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Local Agencies, the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.14 Governing Law. This Trust Agreement shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the laws of the United States of America and of the State of California.

Section 10.15 Notices. Except as otherwise provided herein, for the purposes hereof, any notice, consent, request, requisition, direction, certificate or demand or other communication may be served or presented, and such notice or demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows:

If to the Authority: California Statewide Communities Development Authority
1700 North Broadway, Suite 405
Walnut Creek, California 94596
Attention: Secretary

If to the Trustee: Wilmington Trust, National Association
650 Town Center Drive, Suite 800
Costa Mesa, California 92626
Attention: Corporate Trust Department

If to the Local Agencies: To the individual addressees as set forth in Exhibit A to the
Purchase Agreement

If to the Purchaser: Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, California 90071
Attention: John Kim

If to the Insurer:

Attention:
Telephone:
Telecopier:

Any such communication may also be sent by telecopy at the telecopy numbers given above. Any party may change its address by notice to each other party.

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

IN WITNESS WHEREOF, the Authority and the Local Agencies named in Schedule I hereto have caused the Trust Agreement to be signed in their respective names by such person as has been designated by their respective governing boards, and the Trustee, to evidence its acceptance of the trust hereby created, has caused the Trust Agreement to be signed in the name of the Trustee by an authorized officer of the Trustee, all as of the day and year first above written.

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Signatory

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Authorized Signatory

CITY OF MORENO VALLEY

By: _____
Mayor

CITY OF MENIFEE

By: _____
Mayor

CITY OF DESERT HOT SPRINGS

By: _____
Mayor

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

EXHIBIT A
FORM OF CERTIFICATE

No. _____ \$ _____

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
TRANSPORTATION REVENUE (INSTALLMENT SALE)
CERTIFICATE OF PARTICIPATION, SERIES 2020__ (FEDERALLY TAXABLE)
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)

Evidencing and Representing a Proportionate
Undivided Interest of the Owner Hereof
In Local Agency Certificates Issued By

City of Moreno Valley
City of Menifee
City of Desert Hot Springs

Interest Rate	Certificate Payment Date	Dated as of	CUSIP No.
%	June 1, ____	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

THIS IS TO CERTIFY that the registered owner named above, as the registered owner of this California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificate of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program), is the owner of a proportionate undivided interest in the Local Agency Certificates (as that term is defined in the Trust Agreement hereinafter mentioned) under and pursuant to certain [Local Agency Trust Agreements and the Agreements] (collectively, together with any supplements or amendments thereto, the “Agreements”) by and between one or more Local Agencies named therein and in the Trust Agreement (the “Local Agencies”), each a duly organized and existing political subdivision of the State of California, and the California Statewide Communities Development Authority (the “Authority”), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California. Such Local Agency Certificates have been deposited by the Local Agencies and assigned without recourse by the Authority to Wilmington Trust, National Association, as trustee (the “Trustee”), a national banking association duly organized and existing under and by virtue of the laws of the United States of America and having a corporate trust office in Costa Mesa, California.

The registered owner of this Certificate is entitled to receive, subject to the terms of the Los Agency Trust Agreements, on the certificate payment date set forth above (the “Certificate Payment Date”), upon surrender of this Certificate on the Certificate Payment Date at the corporate trust office of the Trustee, the principal sum specified above representing the registered owner’s fractional undivided share of the Local Agency Certificates designated as principal components coming due on the Certificate Payment Date, and on each June 1 and December 1, commencing _____ 1, 20__ (each an “Interest Payment Date”) the registered owner’s fractional undivided share of the Local Agency Certificates designated as interest

components evidenced and represented by this Certificate. This Certificate shall evidence and represent interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is an Interest Payment Date, in which event it shall evidence and represent interest from such date, or unless such date of registration is prior to the first Interest Payment Date, in which event it shall evidence and represent interest from _____, 2020; provided, however, that if at the time of registration of any Certificate interest is then in default on the Outstanding Certificate, such Certificate shall evidence and represent interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Certificates. Payment of interest evidenced and represented by this Certificate due on or before the maturity or prior prepayment thereof shall be made to the person whose name appears in the Certificate registration books maintained by the Trustee pursuant to the Trust Agreement as the registered owner thereof as of the close of business on the Record Date preceding each Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on such Interest Payment Date (or the next Business Day if such Interest Payment Date is not a Business Day) to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose. The Owner of \$1,000,000 or more in aggregate principal amount evidenced by the Certificates may request in writing that the Trustee pay the interest evidenced by such Certificates by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request until such request is rescinded. All such amounts are payable in lawful money of the United States of America.

This Certificate is one of the duly authorized California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), which have been executed by the Trustee pursuant to the terms of a Trust Agreement (together with any supplements or amendments thereto, the “Trust Agreement”), by and among the Trustee, the Local Agencies and the Authority, dated as of _____ 1, 2020. Copies of the Trust Agreement are on file at the corporate trust office of the Trustee, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Certificates with respect thereto and for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder, to which agreements, conditions, covenants and terms the owner hereof, by acceptance hereof, hereby consents.

To the extent and in the manner permitted by the terms of the Trust Agreement and the [Local Agency Trust Agreements and the Agreements], the provisions of the Trust Agreement may be amended or supplemented by the parties thereto.

This Certificate is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same series and Certificate Payment Date representing the same principal amount will be executed and delivered to the transferee in exchange herefor. The Certificates are exchangeable at the corporate trust office of the Trustee for a like aggregate principal amount of Certificates of authorized denominations of the same series and Certificate Payment Date, in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement.

The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or

notice to the contrary; and payment of the interest and principal represented by this Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability represented by this Certificate to the extent of the sum or sums so paid.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of five thousand dollars (\$5,000) each or any integral multiple thereof so long as no Certificate shall represent principal becoming payable on more than one Certificate Payment Date.

The Certificates are subject to optional and mandatory prepayment prior to their respective Certificate Payment Dates, as provided in the Trust Agreement.

The Certificates each evidence and represent a proportionate, undivided interest in the Local Agency Certificates in an amount equal to the aggregate principal amount of Certificates originally executed and delivered by the Trustee pursuant to the Trust Agreement and enjoy the benefits of a security interest in the moneys held in the funds established pursuant to the Trust Agreement, subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein. The obligations of the Local Agencies do not constitute debts of the Local Agencies or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of each Local Agency under its Agreement, the Local Agency Trust Agreement and the Trust Agreement is a several and not a joint obligation and is strictly limited to the respective Local Agency Certificates.

The Trustee has no obligation or liability to the Certificate owners for the payment of the interest or principal represented by the Certificates, but rather the Trustee's sole obligations are to administer, for the benefit of the Local Agencies and the Authority and the Certificate owners, the various funds established under the Trust Agreement. The Authority has no obligation or liability whatsoever to the Certificate owners.

The Owner hereby has a proportionate undivided ownership interest in the Local Agency Certificates payable pursuant to the Local Agency Trust Agreements, as set forth in Schedule I to the Trust Agreement.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Trustee or its agent for the registration of transfer, exchange, or payment, and any certificate executed and delivered is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein

The Authority has certified to the Trustee that all acts, conditions and things required by the statutes of the State of California and the Trust Agreement to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the Trustee is duly authorized to execute and deliver this Certificate. This is to further certify that the amount of this Certificate, together with all other Certificates executed and delivered under the Trust Agreement, is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

IN WITNESS WHEREOF, this Certificate has been dated as of the date set forth above and has been executed by the manual signature of an authorized signatory of the Trustee.

Date of Execution: _____, 2020

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

STATEMENT OF INSURANCE

[_____ (the “Insurer”), has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments of principal and interest evidenced and represented by this Certificate to Wilmington Trust, National Association, Costa Mesa, California, or its successor, as trustee for the Certificates (the “Trustee”). Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from the Insurer or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Certificate acknowledges and consents to the subrogation rights of the Insurer as more fully set forth in the Policy.]

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____, whose address is _____ and whose social security or Taxpayer Identification No. is _____, the within Certificate and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer such Certificate on the Certificate register of the Trustee, with full power of substitution in the premises.

Dated: _____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature must be guaranteed by an eligible guarantor institution.

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

EXHIBIT B**PAYMENTS UNDER THE INSURANCE POLICY; OTHER PROVISIONS CONCERNING THE INSURER****EXEMPLAR TERMS TO BE REVISED:****General Provisions**

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any Qualified Reserve Instrument provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth in the Trust Agreement, amounts on deposit in the Reserve Fund shall be applied solely to the payment of principal and interest due on the Certificates.

(b) The Insurer shall be deemed to be the sole Owner of the Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Certificates insured by it are entitled to take pursuant to the Trust Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Trust Agreement and each Certificate, to the extent the Insurer is not in default of its obligations under the Insurance Policy, the Trustee and each Owner appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Authority or a Local Agency under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “**Insolvency Proceeding**”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “**Claim**”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Owner delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Owner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Owners of the Certificates expressly include mandamus.

(c) The Certificates shall not be accelerated without the consent of the Insurer and in the event the maturity of the Certificates is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Authority) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer’s obligations under the Insurance Policy with respect to the Certificates shall be fully discharged.

(d) No grace period for a covenant default may exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period is permitted for payment defaults.

(e) The Insurer is a third party beneficiary of the Trust Agreement.

(f) Upon the occurrence of an optional or mandatory prepayment in part pursuant to Section 2.03(a) or 2.03(b) hereof, the selection of Certificates to be prepaid shall be subject to the approval of the Insurer. The exercise of any provision of the Trust Agreement which permits the purchase of Certificates in lieu of prepayment shall require the prior written approval of the Insurer if any Certificate so purchased is not cancelled upon purchase.

(g) Any amendment, supplement, modification to, or waiver of, the Trust Agreement or any other transaction document, including the [Local Agency Trust Agreements and the Agreements] and any underlying security agreement (each a “**Related Document**”), that requires the consent of Owners or adversely affects the rights and interests of the Insurer is subject to the prior written consent of the Insurer.

(h) The rights granted to the Insurer under the Trust Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

(i) Only (1) cash, (2) non-callable direct obligations of the United States of America (“**Treasuries**”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for “AAA” defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Certificates unless the Insurer otherwise approves.

To accomplish defeasance, the Authority or the respective Local Agencies shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer (“**Accountant**”) verifying the sufficiency of the escrow established to pay the Certificates on the maturity or prepayment date (“**Verification**”), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Certificates are no longer “Outstanding” under the Trust Agreement and (iv) a certificate of discharge of the Trustee with respect to the Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority, the respective Local Agencies, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

The Certificates shall be deemed “Outstanding” under the Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

(j) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of the Trust Agreement and the Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid in accordance with the Trust Agreement. The Trust Agreement shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(k) Each of the Authority and Trustee covenant and agree to take such action as is necessary from time to time to preserve the priority of the pledge of the Revenues hereunder.

(l) To the extent not provided in the [Trust Agreement], the Insurer shall be provided with the following information by the Authority, the Local Agencies or the Trustee, as the case may be:

(1) Annual audited financial statements within 180 days after the end of the Local Agencies' fiscal year (together with a certification of each Local Agency that it is not aware of any default or Event of Default under the [Trust Agreement]), and the Local Agencies' annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(2) Notice of any default known to the Trustee or Authority within five Business Days after knowledge thereof;

(3) Prior notice of the advance refunding or prepayment of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(4) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(5) Notice of the commencement of any proceeding by or against the Authority or any Local Agency commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "**Insolvency Proceeding**");

(6) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest evidenced and represented by the Certificates;

(7) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(8) All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents.

(n) The Insurer shall have the right to receive such additional information as it may reasonably request.

(o) Each Local Agency will permit the Insurer to discuss the affairs, finances and accounts of the Local Agency or any information the Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the Local Agency and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Local Agency on any business day upon reasonable prior notice.

(p) The Trustee shall notify the Insurer of any failure of any Local Agency to provide notices, certificates and other information under the Related Documents.

(q) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Trust Agreement would adversely affect the security

for the Certificates or the rights of the Owners, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(r) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Certificates may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

Claims Upon the Insurance Policy and Payments by and to the Insurer

(a) If, on the third Business Day prior to the related scheduled Interest Payment Date or Certificate Payment Date (each, a “**Payment Date**”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Trust Agreement, moneys sufficient to pay the principal and interest evidenced and represented by the Certificates due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the “**Insurer’s Fiscal Agent**”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal and interest evidenced and represented by the Certificates due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest evidenced and represented by the Certificates and the amount required to pay principal evidenced and represented by the Certificates, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal evidenced and represented by Certificates paid by the Insurer, whether by virtue of mandatory sinking fund prepayment, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Insurer, registered in the name of _____, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable with respect to any Certificate or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest and principal with respect to any Certificate. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the “**Policy Payments Account**” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners in the same manner as principal and interest payments are to be made with respect to the Certificates under the sections hereof regarding payment of Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Notwithstanding anything herein to the contrary, subject to Section 7.09 hereof, the Authority agrees to pay to the Insurer, solely from Revenues [allocable solely on a *pro rata* basis (on the basis of the defaulted Purchase Payments and interest thereon payable by each Local Agency) among the Local Agencies], (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the “**Insurer Advances**”); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the “**Insurer Reimbursement Amounts**”). “**Late Payment Rate**” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus [3]%, and (ii) the then applicable highest rate of interest with respect to the Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Authority hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien and pledge of the Revenues on a parity with debt service on the Certificates and, subject to Section 7.09 hereof, are payable from the Revenues.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Certificate Payment Date shall promptly be remitted to the Insurer.

(a) The Insurer shall, to the extent it makes any payment of principal or interest with respect to the Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy. Each obligation of the Authority and the Local Agencies to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(b) Each Local Agency shall pay or reimburse the Insurer any and all charges, fees, costs and expenses attributable to such Local Agency that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Trust Agreement or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Trust Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Trust Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Trust Agreement or any other Related Document.

(c) After payment of the reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Authority [each to be allocated on a *pro rata* basis (on the basis of the defaulted Purchase Payments and interest thereon payable by each Local Agency) among the Local Agencies] only after the payment of past due and current debt service on the Certificates and amounts required to restore the respective Local Agency’s Reserve Subaccount to the Reserve Fund Requirement.

(d) The Insurer shall be entitled to pay principal or interest evidenced and represented by the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Insurance Policy) and any amounts due on the

Certificates as a result of acceleration of the maturity thereof in accordance with the Trust Agreement, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.]

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

SCHEDULE I
PARTICIPATING LOCAL AGENCY

<u>Local Agency</u>	<u>Principal Amount</u>
City of Moreno Valley	_____
City of Menifee	_____
City of Desert Hot Springs	_____

Total Principal Amount	=====

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

SCHEDULE II

**INITIAL DEPOSITS OF CERTIFICATE PROCEEDS
ATTRIBUTABLE TO EACH LOCAL AGENCY**

<u>Local Agency</u>	<u>Amount Transferred to the Proceeds Fund</u>
City of Moreno Valley	
City of Menifee	
City of Desert Hot Springs	
Total Proceeds	<hr/> <hr/>

Attachment: Trust Agreement - TRIP Refundings, Series 2020 4146-7859-7156 5 (4128 : RESOLUTIONS APPROVING THE REFINANCING OF

\$ _____
 CALIFORNIA STATEWIDE COMMUNITIES
 DEVELOPMENT AUTHORITY TRANSPORTATION REVENUE (INSTALLMENT SALE)
 CERTIFICATES OF PARTICIPATION, SERIES 2020__ (FEDERALLY TAXABLE)
 (T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)

_____, 2020

CERTIFICATE PURCHASE AGREEMENT

California Local Agencies
 As listed in Exhibit A hereto

California Statewide Communities Development Authority
 1100 K Street, Suite 101
 Sacramento, California 95814

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), offers to enter into this Certificate of Purchase Agreement (this “**Purchase Contract**”) with the local agencies identified in Exhibit A hereto (severally and not jointly) (each, a “**Local Agency**” and, collectively, the “**Local Agencies**”) and the California Statewide Communities Development Authority (the “**Authority**”) with regard to the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ [(Federally Taxable)] (T.R.I.P. – Total Road Improvement Program) (the “**Certificates**”), which Purchase Contract, upon the acceptance hereof by the Local Agencies and the Authority, will be binding upon the Authority, the Local Agencies, and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the Authority and the Local Agencies and the delivery of such acceptance to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, and, if it is not so accepted, such offer may be withdrawn by the Underwriter upon written notice to the Local Agencies and the Authority by the Underwriter at any time before its acceptance. The Authority is acting as sponsor of the California Communities’ T.R.I.P – Total Road Improvement Program (the “**Program**”) and, pursuant to the 2020 Installment Sale Agreements (as defined herein), will appoint the Local Agencies agents with respect to certain aspects of such Local Agencies’ participation in the Program. For all purposes under this Purchase Contract, each Local Agency shall be, and shall be deemed to be, acting severally and not jointly with any other Local Agency.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Local Agencies and the Authority hereby agree to sell to the Underwriter for such purpose, all (but not less than all) of the \$ _____ aggregate principal amount of the Certificates, which evidence and represent a proportionate and undivided interest in the Installment Sale Payments (as such term is defined in the applicable 2020 Installment Sale Agreement (as hereafter defined)) of each of the Local Agencies made pursuant to its respective 2020 Installment Sale Agreement, dated as of _____ 1, 2020 (each, a “**2020 Installment Sale**

Agreement” and, collectively, the “**2020 Installment Sale Agreements**”), by and between the applicable Local Agency and the Authority. The purchase price of the Certificates shall be \$_____ (representing the par amount of the Certificates, plus a [net] original issue premium of \$_____, less an Underwriter’s discount of \$_____); it being acknowledged that the Underwriter will on the Closing Date, on behalf of the Local Agencies, wire the \$_____ aggregate premium for the Certificate Insurance Policy and the \$_____ aggregate premium for the Reserve Policies to the Certificate Insurer (each as hereinafter defined) directly, and deliver net proceeds to Wilmington Trust, N.A., as trustee (the “**Trustee**”), in the amount of \$_____. The Preliminary Official Statement with respect to the Certificates, dated _____, 2020 (the “**Preliminary Official Statement**”), as amended to conform to the terms of this Purchase Contract, and dated the date hereof, and with such changes and amendments as are mutually agreed to by the Authority, the Local Agencies, and the Underwriter, including the cover page, the appendices, and all information incorporated therein by reference, is herein collectively referred to as the “**Official Statement.**” The Authority represents that it has deemed the sections of the Preliminary Official Statement entitled “THE AUTHORITY” and “NO LITIGATION – The Authority” to be final as of the date of Preliminary Official Statement, pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Rule**”), and has delivered, or will deliver, a certificate to the Underwriter substantially in the form of Exhibit C-1 attached hereto. Each Local Agency represents that it has deemed the Preliminary Official Statement to be final as of its date, except for (a) information regarding the Authority, the Certificate Insurer, the Reserve Policies, and the Certificate Insurance Policy, (b) information relating to any other Local Agency, and (c) the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Certificates relating to such matters and any other information permitted to be omitted by the Rule, and has delivered, or will deliver, a certificate to the Underwriter substantially in the form of Exhibit C-2 attached hereto.

2. The Certificates shall mature on the dates and in the amounts, and shall evidence interest payable at the rates, set forth in Exhibit B hereto and as further described in the Official Statement and shall be executed and delivered under and pursuant to the Trust Agreement, dated as of _____ 1, 2020⁴ (the “**Trust Agreement**”), by and among the Authority, the Local Agencies, and the Trustee). Concurrently with the execution and delivery of the Certificates, _____ (the “**Certificate Insurer**”), has agreed to deliver to the Trustee a municipal bond insurance policy (the “**Certificate Insurance Policy**”) and municipal bond debt service reserve insurance policies for deposit in each Local Agency’s Reserve Subaccount (collectively, the “**Reserve Policies**”). The Certificate Insurance Policy will guaranty the scheduled payments when due of the principal and interest with respect to the Certificates. Each Reserve Policy will be issued pursuant to the terms of an Insurance Agreement, dated _____, 2020 (each an “**Insurance Agreement**” and collectively, the “**Insurance Agreements**”), by and among the Authority, the applicable Local Agency, and the Certificate Insurer. Each Reserve Policy constitutes a Qualified Reserve Instrument under and as defined in the Trust Agreement, and will be issued by the Certificate Insurer in an aggregate amount equal to the Reserve Fund Requirement. A portion of the proceeds of the Certificates will be delivered to Wells Fargo Bank, National Association, ~~Wilmington Trust, National Association~~, as Trustee and acting in its capacity as escrow agent (the “**Escrow Agent**”) under three separate Escrow Agreements

(collectively, the “**Escrow Agreements**”), by and between the Escrow Agent and each of the Local Agencies, providing for the defeasance and prepayment of the certificates of participation previously executed and delivered for the benefit of the Local Agencies under the Program set forth on Exhibit E (the “**Prior Certificates of Participation**”) and the corresponding installment payment obligations (the “**Prior Installment Sale Payments**”) of the Local Agencies under their respective installment sale agreements (the “**Prior Installment Sale Agreements**”) described on Exhibit E. Capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

3. The Underwriter agrees to make an initial bona fide public offering of all of the Certificates, at not in excess of the initial public offering yields or prices set forth on Exhibit B attached hereto. Following the initial public offering of the Certificates, the offering prices may be changed from time to time by the Underwriter. The Local Agencies and the Authority acknowledge and agree that: (i) the purchase and sale of the Certificates pursuant to this Purchase Contract is an arm’s-length commercial transaction between the Local Agencies, the Authority, and the Underwriter; (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and are not acting as Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Local Agencies or the Authority with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Local Agencies or the Authority on other matters); and (iv) the Local Agencies and the Authority have consulted their own legal, financial, and other advisors to the extent they have deemed appropriate.

4. The Authority and each of the Local Agencies hereby authorizes, or has previously authorized, the use by the Underwriter of (i) the Trust Agreement, (ii) each respective 2020 Installment Sale Agreement, (iii) each respective Continuing Disclosure Agreement, dated as of the Closing Date (each, a “**Local Agency Continuing Disclosure Agreement**” and, collectively, the “**Local Agency Continuing Disclosure Agreements**”), by and between the applicable Local Agency and ~~Fieldman Rolapp and Associates, doing business as~~ Willdan Financial Services, or Urban Futures, Inc., as dissemination agent, and (iv) each of the Preliminary Official Statement and the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Certificates.

The Authority will deliver to the Underwriter, within seven (7) business days after the date of this Purchase Contract and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriter may reasonably request in order to comply with the obligations of the Underwriter pursuant to the Rule and the rules of the Municipal Securities Rulemaking Board. As soon as practicable following receipt thereof from the Authority, the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board.

5. At 8:00 a.m., Los Angeles time, on _____, 2020, or at such other time or on such other business day as shall have been mutually agreed upon by the Authority, the Local Agencies, and the Underwriter (the “Closing Date”), the Authority will cause the Trustee to execute and deliver to the Underwriter at the office of or otherwise in care of The Depository Trust Company (“DTC”) in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Certificates in fully-registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Certificates by wire transfer payable in immediately available funds to or upon the order of the Authority at such place in Los Angeles, California, or New York, New York, as shall have been mutually agreed upon by the Authority and the Underwriter. Such delivery of and payment for the Certificates is referred to herein as the “Closing.” The Certificates shall be made available for inspection by DTC at least one business day before the Closing.

6. The Authority represents, warrants, and covenants to the Underwriter that:

(A) The Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State of California (the “State”).

(B) The Authority has the legal right and power to execute and deliver, and to perform its obligations under, the Trust Agreement, the 2020 Installment Sale Agreements, the Insurance Agreements, and this Purchase Contract (collectively, the “**Authority Documents**”). The Authority has duly authorized the execution and delivery of the Certificates and the execution and delivery of, and performance of its obligations under, the Authority Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Authority Documents will constitute legal, valid, and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the application of equitable principles relating to or affecting creditors’ rights generally, and limitations on remedies against public entities in California. The Authority has complied, and will at the Closing be in compliance in all respects, with its obligations under the Authority Documents.

(C) The Certificates will be paid from Installment Sale Payments pursuant to the respective 2020 Installment Sale Agreements, which payments have been duly and validly authorized pursuant to applicable law.

(D) The Certificates will be executed and delivered in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Sale Payments.

(E) The information in the sections of the Official Statement entitled “THE AUTHORITY” and “NO LITIGATION – The Authority” is true and correct in all material respects, and such information does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) The Authority covenants with the Underwriter that for twenty-five (25) days after the Closing Date (the “**Delivery Period**”), if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will cooperate with the Underwriter in the preparation of an amendment or supplement to the Official Statement, at the expense of the Local Agencies, in a form and in a manner approved by the Underwriter.

(G) The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Certificates.

(H) If the Official Statement is supplemented or amended, the Official Statement, as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(I) The Authority is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Authority is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(J) The authorization, execution, and delivery by the Authority of the Authority Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law,

administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument, except as provided by the Authority Documents.

(K) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Authority Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, execution, or delivery of the Certificates. All authorizations, consents, or approvals of, or filings or registrations with, any Governmental Authority or court necessary for the valid execution and delivery of, and performance by the Authority of its obligations with respect to, the Certificates will have been duly obtained or made prior to the execution and delivery of the Certificates (and disclosed to the Underwriter). As used herein, the term “**Governmental Authority**” refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body, or public benefit corporation.

(L) The Authority shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request at the expense of the Underwriter and/or the Local Agencies in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and shall use its best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the Authority shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(M) To the knowledge of the Authority, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or threatened (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or the execution or delivery of any of the Authority Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Authority Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the portion of the Installment Sale Payments designated as and comprising interest and received by the Owners of the Certificates from taxation or contesting the powers of the Authority and its authority to pledge the Installment Sale Payments; (iii) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority’s ability to apply Installment Sale Payments to pay the Certificates

when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(N) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Authority will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Installment Sale Payments.

(O) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein made.

7. Each Local Agency represents, warrants, and covenants to the Underwriter and the Authority, solely for itself and not on behalf of any other Local Agency, that:

(A) The Local Agency is a municipal corporation of the State duly organized and validly existing under and by virtue of the Constitution and laws of the State.

(B) The Local Agency has the legal right and power to execute and deliver, and to perform its obligations under, the Trust Agreement, its applicable 2020 Installment Sale Agreement, its applicable Local Agency Continuing Disclosure Agreement, its applicable Insurance Agreement, its applicable Escrow Agreement, and this Purchase Contract (collectively, with respect to such Local Agency, the “**Local Agency Documents**”). The Local Agency has duly authorized the execution and delivery of, and the performance of its obligations under, the Local Agency Documents and as of the date hereof such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Local Agency Documents will constitute legal, valid, and binding obligations of the Local Agency in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws, the application of equitable principles relating to or affecting creditors’ rights generally, and limitations on remedies against public entities in California. The Local Agency has complied, and will at the Closing be in compliance in all respects, with its obligations under the Local Agency Documents.

(C) The Installment Sale Payments payable under the 2020 Installment Sale Agreement have been duly and validly authorized pursuant to applicable law.

(D) The Certificates will be executed and delivered in accordance with the Trust Agreement and will conform in all material respects to the descriptions thereof

contained in the Official Statement. The Trust Agreement creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Sale Payments.

(E) The information in the Official Statement (excluding any information with respect to the Authority, DTC, the book-entry only system, the Certificate Insurer, the Certificate Insurance Policy, the applicable Reserve Policy, and any Local Agencies other than such Local Agency) is true and correct in all material respects, and such information does not contain any misstatement of any material fact and does not omit any statement necessary to make the statements, in the light of the circumstances in which such statements were made, not misleading.

(F) The Local Agency covenants with the Underwriter that, during the Delivery Period, if any event occurs that might or would cause the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Local Agency shall notify the Underwriter thereof, and if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Local Agency will cooperate with the Underwriter and the Authority in the preparation of an amendment or supplement to the Official Statement, at the expense of the Local Agency or Local Agencies, as applicable, in a form and in a manner approved by the Underwriter.

(G) The Local Agency will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter. The Local Agency will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale, or distribution of the Certificates.

(H) If the Official Statement is supplemented or amended, the Official Statement as so supplemented or amended, as of the date of such supplement or amendment, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(I) The Local Agency is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Local Agency is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing.

(J) The authorization, execution, and delivery by the Local Agency of the Local Agency Documents, and compliance by the Local Agency with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the

Local Agency under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected.

(K) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Local Agency of its obligations under, the Local Agency Documents, other than any authorization, consent, approval, filing, or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale, execution, or delivery of the Certificates.

(L) The Local Agency will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (i) to qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions, and will use their best efforts to continue such qualifications in effect so long as required for the distribution of the Certificates; provided, however, that the Local Agency shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(M) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the Local Agency, threatened against the Local Agency (i) in any way questioning the existence of the Local Agency or the titles of the officers of the Local Agency to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or the execution or delivery of any of the Local Agency Documents, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Local Agency Documents or the consummation of the transactions contemplated thereby or any proceeding of the Local Agency taken with respect to any of the foregoing, including, without limitation, the Local Agency's validation proceedings with respect to the Certificates and the Local Agency Documents, or contesting the exclusion of the portion of the Installment Sale Payments designated as and comprising interest and received by the Owners of the Certificates from taxation or contesting the powers of the Local Agency and its authority to pledge the Installment Sale Payments; (iii) that may result in any material adverse change relating to the Local Agency that will materially adversely affect the Local Agency's ability to pay Installment Sale Payments when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(N) Other than in the ordinary course of its business or as contemplated by the Official Statement, between the date of this Purchase Contract and the Closing Date the Local Agency will not, without the prior written consent of the Underwriter, offer or issue any certificates, bonds, notes, or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Installment Sale Payments.

(O) The financial information regarding the Local Agency contained in the Official Statement fairly present the financial position and results of the operations of the Local Agency as of the dates and for the periods therein set forth, and, to the best of the Local Agency's knowledge, the Local Agency's audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(P) Any certificate signed by any official or other representative of the Local Agency and delivered to the Underwriter pursuant to this Purchase Contract shall be deemed a representation and warranty by the Local Agency to the Underwriter as to the truth of the statements therein made.

(Q) Except as otherwise disclosed in the Official Statement, the Local Agency has not failed during the previous five (5) years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under the Rule.

(R) To the extent permitted by law, the Local Agency agrees to indemnify and hold harmless the Authority and its officers, directors, agents, and employees against any and all losses, claims, damages, liabilities, and expenses arising out of any statement or information in the Preliminary Official Statement or in the Official Statement (other than statements or information specifically related to the Authority, the Program, DTC, the book-entry only system, the Certificate Insurer, the Certificate Insurance Policy, the Reserve Policy, and any Local Agency other than such Local Agency) that is untrue or incorrect in any material respect or that omits to state any material fact that is necessary to make such statement or information therein not misleading in any material respect.

8. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties, and covenants of the Authority and each of the Local Agencies contained herein and in the Authority Documents and the Local Agency Documents to which each of the Authority or each of the Local Agencies, as applicable, is a party, and the performance by the Authority and by each of the Local Agencies of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(A) The representations and warranties of the Authority and the Local Agencies contained herein shall be true, complete, and correct in all material respects on the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete, and correct in all material respects at the Closing; the Authority and each of the Local Agencies shall be in compliance with each of the agreements made by it in this Purchase Contract (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations, or financial condition of any of the Local Agencies that materially adversely affects the ability of any of the Local Agencies to pay Installment Sale Payments when due or otherwise perform any of its obligations under the Local Agency Documents; and there shall not have occurred an adverse change in the financial position of the Authority that materially adversely affects the ability of the Authority to make payments of principal and interest with respect to the Certificates when due or otherwise perform any of its obligations under the Authority Documents.

(B) At the time of the Closing, the Authority Documents and the Local Agency Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented (except as may be agreed to in writing by the Underwriter); all actions that, in the opinion of Orrick, Herrington & Sutcliffe LLP, Special Counsel to the Local Agencies (“**Special Counsel**”), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and each Local Agency shall perform or shall have performed its obligations required under or specified in the Local Agency Documents to be performed at or prior to the Closing and the Authority shall perform or shall have performed its obligations required under or specified in the Authority Documents to be performed at or prior to the Closing.

(C) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(D) Except as disclosed in the Official Statement or in a schedule delivered to the Underwriter at the Closing, no decision, ruling, or finding shall have been entered by any court or Governmental Authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) that has any of the effects described in Section 8(F) hereof.

(E) (i) No default by any Local Agency or the Authority shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on any bond, note, or other evidence of indebtedness issued by any Local Agency or the Authority, respectively, and (ii) no bankruptcy, insolvency, or other similar proceeding in respect of any Local Agency or the Authority shall be pending or, to the knowledge of each such Local Agency or the Authority, contemplated.

(F) The Underwriter may terminate this Purchase Contract by written notification to the Authority and the Local Agencies if at any time after the date hereof and prior to the Closing:

(1) legislation shall have been enacted by the United States or the State or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation, or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or State taxation upon revenues or other income or payments of the general character of the Certificates, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Certificates; or

(2) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of America of a national emergency or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the reasonable judgment of the Underwriter, impractical to proceed with the purchase or delivery of the Certificates as contemplated by the Official Statement (exclusive of any amendment or supplement thereto);; or

(3) there shall have occurred a general suspension of trading on the New York Stock Exchange or other major exchange or limited or minimum prices have been established on any such exchange, or a general banking moratorium shall have been declared by Federal, California, or New York authorities having jurisdiction and being in force; or

(4) there shall have occurred an adverse change in the financial position, results of operations, or financial condition of any Local Agency that, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Certificates; or

(5) any legislation, ordinance, rule, or regulation shall be introduced in, or be enacted by, any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered that, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Certificates; or

(6) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation, or official statement by, or all behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Certificates, or the execution, delivery, offering, or sale of the Certificates, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the

general character of the Certificates, or the Certificates, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(7) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority (including, without limitation, the Comptroller of the Currency) or by any national securities exchange, which restrictions (i) materially adversely affect the ability of underwriters to trade obligations of the general character of the Certificates, or (ii) or increase materially the charge to the net capital requirements or financial responsibility requirements of broker dealers;; or

(8) any rating of the Certificates or the rating of any securities of any Local Agency shall have been downgraded, suspended, withdrawn or placed on negative watch by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Certificates; or

(9) the commencement of any action, suit, or proceeding described in Section 6(M) or 7(M) that, in the judgment of the Underwriter, materially adversely affects the market price of the Certificates; or

(10) any rating of the Certificate Insurer shall have been downgraded, suspended, or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Certificates; or

(11) any event occurring, or information becoming known, that, in the reasonable judgment of the Underwriter, makes any statement or information contained in the Official Statement, as of its date, untrue in any material adverse respect, or has the effect that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(G) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) the opinion of Special Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix C, addressed to the Local Agencies (and accompanied by reliance letters to the Authority, the Underwriter, the Trustee, and the Certificate Insurer);

(2) a supplemental opinion of Special Counsel, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter, to the effect that:

(ii) the Certificates are not subject to registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; provided that no opinion shall be expressed with respect to the Certificate Insurance Policy or the Reserve Policy;

(iii) this Purchase Contract and the Insurance Agreements have been duly executed and delivered by each Local Agency and is a valid and binding agreement of each Local Agency; and

(iv) the statements contained in the Official Statement under the captions “INTRODUCTION,” “REFUNDING PLAN,” “THE CERTIFICATES,” “SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES,” “TAX MATTERS,” “APPENDIX A – SUMMARY OF PRINCIPAL LEGAL DOCUMENTS,” and “APPENDIX C – PROPOSED FORM OF SPECIAL COUNSEL OPINION,” insofar as such statements expressly summarize certain provisions of the Trust Agreement, the Escrow Agreements, the 2020 Installment Sale Agreements, the Certificates, and the opinion of Special Counsel concerning certain tax matters relating to the Certificates, are accurate in all material respects;

(3) an opinion of counsel to each Local Agency, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Authority, the Underwriter, and the Certificate Insurer, to the effect that:

(i) the Local Agency is a municipal corporation duly organized and validly existing under and by virtue of the laws of the State;

(ii) the Local Agency has full legal power and lawful authority to enter into the Local Agency Documents;

(iii) the resolution of the Local Agency approving and authorizing the execution and delivery of the Local Agency Documents and approving the Official Statement (the “**Local Agency Resolution**”) was duly adopted at a meeting of the city council or other governing body of the Local Agency that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Local Agency Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Local Agency Documents have been duly authorized, executed, and delivered by the Local Agency and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Local Agency enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and the application of equitable principles if equitable remedies are sought;

(v) the execution and delivery by the Local Agency of the Local Agency Documents, and compliance by the Local Agency with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Local Agency is subject to or by which it is bound;

(vi) the Reserve Policy, as defined in the applicable Insurance Agreement, is a Qualified Reserve Instrument, as defined in the Trust Agreement, and the repayment obligations owed to the Certificate Insurer in connection with the Reserve Policy are secured by a valid lien on Revenues (as defined in the Trust Agreement), subject to the first pledge of and lien upon the Revenues for the payment of the Certificates;

(vii) nothing has come to such counsel's attention that would lead such counsel to believe that the Preliminary Official Statement or the Official Statement (excluding therefrom financial information and other statistical data included in the Preliminary Official Statement and Official Statement, and any information with respect to any Local Agencies other than such Local Agency, the Authority, the Program, DTC, the book-entry only system, the Certificate Insurer, the applicable Reserve Policy, or the Certificate Insurance Policy, as to which no view need be expressed) contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(viii) except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened against the Local Agency (a) in any way questioning the existence of the Local Agency or the titles of the officers of the Local Agency to their respective offices; (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the execution and delivery of the Certificates or any of the Local Agency Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Sale Payments or the principal and interest with respect to the Certificates, or in any way contesting or affecting the validity of the Certificates or the Local Agency Documents or the consummation of the transactions contemplated thereby or any proceeding of the Local Agency taken with respect to any of the foregoing, or contesting the exclusion of the interest payable with respect to the Certificates from taxation or contesting the powers of the Local Agency and its authority to pledge the Installment Sale Payments; (c) that may result in any material adverse change relating to the Local Agency that will materially adversely affect the Local Agency's ability to pay the Installment Sale Payments when due; or (d) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official

Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(ix) no additional authorization, approval, consent, waiver, or any other action by any person, board, or body, public or private, not previously obtained is required as of the Closing Date for the Local Agency to enter into the Local Agency Documents, or to perform its obligations thereunder;

(4) an opinion of Special Counsel, as counsel to the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, addressed to the Underwriter and the Certificate Insurer, to the effect that:

(i) the Authority is a joint powers agency organized and existing under the laws of the State of California; and

(ii) the resolution of the Authority approving and authorizing the execution and delivery of the Authority Documents and approving the Official Statement (the “**Authority Resolution**”) was duly adopted at a meeting of the governing body of the Authority. The Authority Resolution is in full force and effect and has not been amended, modified or rescinded;

(5) a letter from Jones Hall, A Professional Law Corporation, counsel to the Underwriter (“**Underwriter’s Counsel**”), dated the Closing Date, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement as Underwriter’s Counsel and without having undertaken to determine independently the fairness, accuracy, or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement as of its date, and the Official Statement, as of its date and the Closing (excluding from the Preliminary Official Statement and the Official Statement the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information with respect to the Certificate Insurer, the Reserve Policies, and the Certificate Insurance Policy, and the information included in the Appendices thereto, as to which no view is expressed) contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) a certificate of each Local Agency, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that:

(i) the representations, warranties, and covenants of the Local Agency contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date and the Local Agency has complied with all of the terms and conditions of the Purchase

Contract required to be complied with by the City at or prior to the Closing Date;

(ii) the Local Agency has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date pursuant to the Purchase Contract with respect to the execution and delivery of the Certificates;

(iii) to the best knowledge of the Local Agency, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Local Agency, affecting the existence of the Local Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain, or enjoin the sale, execution, or delivery of the Certificates or contesting or affecting, as to the Local Agency, the validity or enforceability of the Certificates or the Local Agency Documents, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Local Agency or any authority for the execution and delivery of the Certificates, or in any way contesting or challenging the consummation of the transactions contemplated under the Local Agency Documents, or, except as disclosed in the Official Statement, that might result in a material adverse change in the financial condition of the Local Agency or materially adversely affect the Local Agency's rights to receive and expend revenues allocated to the Local Agency by the Riverside County Transportation Commission (the "Commission") that are derived from a retail transactions and use tax imposed in the County of Riverside, California pursuant to the Riverside County Transportation Sales Tax Act, Division 25 (Section 240000 et seq.) of the Public Utilities Code of the State and Ordinance No. 02-001, the Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance, adopted by the Commission on May 8, 2002, and approved by at least two-thirds of electors voting on such proposition in the November 5, 2002 election, as supplemented and amended, nor is there any basis known to the Local Agency for any such action, suit, proceeding, inquiry, or investigation, wherein an unfavorable decision, ruling, or finding would materially adversely affect the authorization, execution, delivery, or performance by the Local Agency of the Local Agency Documents or the execution by the Trustee of the Certificates;

(iv) no event affecting the Local Agency has occurred since the date of the Official Statement that has not been disclosed therein or in any supplement or amendment thereto, which event should be in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(v) between the date of the Purchase Contract and the Closing Date, the Local Agency has not offered or issued any bonds, notes, or other obligations for borrowed money, or incurred any material liabilities, other than

with the written consent of the Underwriter, nor has there been any adverse change of a material nature in the financial position, results of operations, or condition, financial or otherwise, of the Local Agency;

(7) a certificate of the Authority, in form and substance satisfactory to the Underwriter, dated the Closing Date, to the effect that:

(i) the representations and warranties of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(ii) there has been no material adverse change in the financial condition or results of operations of the Authority from the date of the Official Statement to the Closing Date;

(8) a certificate, dated the date of the Preliminary Official Statement, from the Authority addressed to the Underwriter, in the form attached hereto as Exhibit C-1 and a certificate, dated the date of the Preliminary Official Statement, from each Local Agency addressed to the Underwriter, in the form attached hereto as Exhibit C-2;

(9) an opinion of counsel to ~~[Wilmington Trust, N.A.]~~, as the Trustee and Escrow Agent, dated the Closing Date, addressed to the Underwriter, the Authority, and the Certificate Insurer, to the effect that:

(i) ~~Wilmington Trust, N.A.~~ the Trustee is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Trust Agreement ~~and the Escrow Agreements (collectively, the "Wilmington Trust Wilmington Trust Documents")~~ would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Trust Agreement ~~Wilmington Trust Documents~~;

(ii) ~~Wilmington Trust, N.A.~~ the Trustee is duly eligible and qualified to act as Trustee under the Trust Agreement ~~and Escrow Agent under the Escrow Agreements~~;

(iii) ~~Wilmington Trust, N.A.~~ the Trustee has all requisite power, authority and legal right to execute and deliver the ~~Wilmington Trust Documents~~ Trust Agreement and to perform its obligations under the Trust Agreement ~~Wilmington Trust Documents~~, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Trust Agreement ~~Wilmington Trust Documents~~;

(iv) ~~Wilmington Trust, N.A.~~ the Trustee has duly executed and delivered the Trust Agreement ~~Wilmington Trust Documents~~. Assuming the due

authorization, execution and delivery thereof by the other parties thereto, the ~~Trust Agreement~~~~Wilmington Trust Documents~~ areis the legal, valid and binding agreements of ~~Wilmington Trust, N.A.~~~~the Trustee~~ enforceable against the Trustee in accordance with ~~its~~~~their~~ terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the Certificates have been duly executed and delivered by ~~Wilmington Trust, N.A.~~~~the Trustee~~;

(vi) the execution, delivery and performance of the ~~Trust Agreement~~~~Wilmington Trust Documents~~ by ~~Wilmington Trust, N.A.~~~~the Trustee~~ and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which ~~Wilmington Trust, N.A.~~~~the Trustee~~ is a party or by which ~~Wilmington Trust, N.A.~~~~the Trustee~~ is bound or to which any of the property or assets of ~~Wilmington Trust, N.A.~~~~the Trustee~~ or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Trustee, or (c) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over ~~Wilmington Trust, N.A.~~~~the Trustee~~ or any of its properties or assets; and

(vii) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against ~~Wilmington Trust, N.A.~~~~the Trustee~~ before any court, administrative agency or tribunal (a) asserting the invalidity of the ~~Trust Agreement~~~~Wilmington Trust Documents~~, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Trustee of its obligations under, or the validity or enforceability of the ~~Trust Agreement~~~~Wilmington Trust Documents~~;

(10) a certificate, dated the Closing Date, signed by a duly authorized officer of ~~Wilmington Trust, N.A.~~~~the Trustee~~, to the effect that:

(i) ~~Wilmington Trust, N.A.~~~~the Trustee~~ is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Trust Agreement and to execute and deliver the Certificates to the Underwriter;

(ii) the ~~Trust Agreement~~~~Wilmington Trust Documents~~ hasve been duly authorized, executed, and delivered by a duly authorized officer of

the Trustee, and the execution, delivery, and performance of the Trust Agreement ~~Wilmington Trust Documents~~ has been duly authorized by all necessary action of ~~Wilmington Trust~~ the Trustee;

(iii) the ~~Wilmington Trust Documents~~ Trust Agreements constitutes the legal, valid, and binding obligations of ~~Wilmington Trust~~ the Trustee enforceable in accordance with ~~their~~ its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) the Certificates have been duly executed and delivered by a duly authorized officer of ~~Wilmington Trust~~ the Trustee;

(v) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over ~~Wilmington Trust~~ the Trustee that has not been obtained is or will be required for the execution and delivery of the ~~Wilmington Trust Documents~~ Trust Agreement or the performance by ~~Wilmington Trust~~ the Trustee of its duties and obligations under the ~~Wilmington Trust Documents~~ Trust Agreement;

(vi) the execution and delivery by ~~Wilmington Trust~~ the Trustee of the ~~Wilmington Trust Documents~~ Trust Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which ~~Wilmington Trust~~ the Trustee is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over ~~Wilmington Trust~~ the Trustee or any of its activities or properties (except that no representation, warranty, or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations);

(vii) ~~Wilmington Trust~~ the Trustee's action in executing and delivering the ~~Wilmington Trust Documents~~ Trust Agreement will not contravene the articles or bylaws of ~~Wilmington Trust~~ the Trustee and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which ~~Wilmington Trust~~ the Trustee is a party or any administrative or judicial decision by which ~~Wilmington Trust~~ the Trustee is bound; and

(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on ~~Wilmington Trust~~ the Trustee, or to the best knowledge of ~~Wilmington Trust~~ the Trustee, threatened against ~~Wilmington Trust~~ the Trustee which in the reasonable judgment of the Trustee would affect the existence of ~~Wilmington Trust~~ the Trustee or in any way contesting or

affecting the validity or enforceability of the ~~Wilmington Trust Documents~~ Trust Agreement or contesting the powers of ~~Wilmington Trust~~ the Trustee or its authority to enter into and perform its obligations thereunder;

(11) an opinion of counsel to the Escrow Agent, dated the Closing Date, addressed to the Underwriter, the Authority, and the Certificate Insurer, to the effect that:

(i) the Escrow Agent is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Escrow Agreements would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Escrow Agreements;

(ii) the Escrow Agent is duly eligible and qualified to act as Escrow Agent under the Escrow Agreements;

(iii) the Escrow Agent has all requisite power, authority and legal right to execute and deliver the Escrow Agreements and to perform its obligations under the Escrow Agreements, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Escrow Agreements;

(iv) the Escrow Agent has duly executed and delivered the Escrow Agreements. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Escrow Agreements are the legal, valid and binding agreements of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the execution, delivery and performance of the Escrow Agreements by the Escrow Agent and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Escrow Agent is a party or by which the Escrow Agent is bound or to which any of the property or assets of the Escrow Agent or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Escrow Agent, or (c) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Escrow Agent or any of its properties or assets; and

(vi) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against the Escrow Agent before any court, administrative agency or tribunal (a) asserting the invalidity of the Escrow Agreements, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Escrow Agent of its obligations under, or the validity or enforceability of the Escrow Agreements;

(12) a certificate, dated the Closing Date, signed by a duly authorized officer of the Escrow Agent, to the effect that:

(i) the Escrow Agent is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into the Escrow Agreements;

(ii) the Escrow Agreements have been duly authorized, executed, and delivered by a duly authorized officer of the Escrow Agent, and the execution, delivery, and performance of the Escrow Agreements has been duly authorized by all necessary action of the Escrow Agent;

(iii) the Escrow Agreements constitute the legal, valid, and binding obligation of the Escrow Agent enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Escrow Agent that has not been obtained is or will be required for the execution and delivery of the Escrow Agreements or the performance by the Escrow Agent of its duties and obligations under the Escrow Agreements;

(v) the execution and delivery by the Escrow Agent of the Escrow Agreements and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Escrow Agent is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Escrow Agent or any of its activities or properties (except that no representation, warranty, or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations);

(vi) the Escrow Agent's action in executing and delivering the Escrow Agreements will not contravene the articles or bylaws of the Escrow Agent and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not

conflict with or violate any contract to which the Escrow Agent is a party or any administrative or judicial decision by which the Escrow Agent is bound; and

(vii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Escrow Agent, or to the best knowledge of the Escrow Agent, threatened against the Escrow Agent which in the reasonable judgment of the Escrow Agent would affect the existence of the Escrow Agent or in any way contesting or affecting the validity or enforceability of the Escrow Agreements or contesting the powers of the Escrow Agent or its authority to enter into and perform its obligations thereunder;

~~(11)~~(13) a certificate, dated the Closing Date, signed by a duly authorized officer of ~~Fieldman Rolapp and Associates, doing business as~~ Willdan Financial Services, as dissemination agent (“**Willdan**”), under the Local Agency Continuing Disclosure Agreements with the City of Menifee and the City of Moreno Valley, to the effect that:

(i) Willdan is a corporation validly existing and in good standing under the laws of the State of California and has full corporate power and authority to enter into and perform its obligations under and the Local Agency Continuing Disclosure Agreements with the City of Menifee (the “**Menifee Continuing Disclosure Agreement**”) and Local Agency Continuing Disclosure Agreements with the City of Moreno Valley (the “**Moreno Valley Continuing Disclosure Agreement**”);

(ii) the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement have been duly authorized, executed, and delivered by a duly authorized officer of Willdan, and the execution, delivery, and performance of such Local Agency Continuing Disclosure Agreements has been duly authorized by all necessary action of Willdan;

(iii) each of the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement constitutes the legal, valid, and binding obligation of Willdan enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over Willdan that has not been obtained is or will be required for the execution and delivery of the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement or the performance by Willdan of its duties and obligations under the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement;

(v) the execution and delivery by Willdan of the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which Willdan is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over Willdan or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(vi) Willdan's action in executing and delivering the Menifee Continuing Disclosure Agreement and the Moreno Valley Continuing Disclosure Agreement will not contravene the articles or bylaws of Willdan and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which Willdan is a party or any administrative or judicial decision by which Willdan is bound; and

~~(ix)~~(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on Willdan, or, to the best knowledge of Willdan, threatened against Willdan that in the reasonable judgment of Willdan would affect the existence of Willdan or in any way contesting or affecting the validity or enforceability of the Menifee Continuing Disclosure Agreement or the Moreno Valley Continuing Disclosure Agreement or contesting the powers of Willdan or its authority to enter into and perform its obligations thereunder;

~~(12)~~(14) a certificate, dated the Closing Date, signed by a duly authorized officer of Urban Futures, Inc., as dissemination agent ("**Urban Futures**") under the Local Agency Continuing Disclosure Agreement with the City of Desert Hot Springs (the "**Desert Hot Springs Continuing Disclosure Agreement**"), to the effect that:

(i) Urban Futures is a corporation validly existing and in good standing under the laws of the State of California and has full corporate power and authority to enter into and perform its obligations under and the Desert Hot Springs Continuing Disclosure Agreement;

(ii) the Desert Hot Springs Continuing Disclosure Agreement has been duly authorized, executed, and delivered by a duly authorized officer of Urban Futures, and the execution, delivery, and performance of the Desert Hot Springs Continuing Disclosure Agreement has been duly authorized by all necessary action of Urban Futures;

(iii) Desert Hot Springs Continuing Disclosure Agreement constitutes the legal, valid, and binding obligation of Urban Futures enforceable

in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over Urban Futures that has not been obtained is or will be required for the execution and delivery of the Desert Hot Springs Continuing Disclosure Agreement or the performance by Urban Futures of its duties and obligations under Desert Hot Springs Continuing Disclosure Agreement;

(v) the execution and delivery by Urban Futures of the Desert Hot Springs Continuing Disclosure Agreement and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which Urban Futures is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over Urban Futures or any of its activities or properties (except that no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(vi) Urban Futures' action in executing and delivering the Desert Hot Springs Continuing Disclosure Agreement will not contravene the articles or bylaws of Urban Futures and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which Urban Futures is a party or any administrative or judicial decision by which Urban Futures is bound; and

(vii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on Urban Futures, or, to the best knowledge of Urban Futures, threatened against Urban Futures that in the reasonable judgment of Urban Futures would affect the existence of Urban Futures or in any way contesting or affecting the validity or enforceability of the Desert Hot Springs Continuing Disclosure Agreement or contesting the powers of Urban Futures or its authority to enter into and perform its obligations thereunder;

~~(13)~~(15) certified copies of each Local Agency Resolution, the Authority Resolution, and an incumbency resolution of the Trustee;

~~(14)~~(16) copies each of the Authority Documents, the Local Agency Documents, the Wilmington Trust Documents, and the Official Statement, duly executed and delivered by the respective parties thereto;

~~(15)~~(17) evidence satisfactory to the Underwriter that the Certificates shall have received the Certificate Insurance Policy by the Certificate Insurer that unconditionally guarantees the timely payments of all debt service with respect to the Certificates;

~~(16)~~(18) evidence satisfactory to the Underwriter that the Trustee shall have received the Reserve Policies from the Certificate Insurer, which Reserve Policies constitute Qualified Reserve Instruments under and as defined in the Trust Agreement;

~~(17)~~(19) an opinion of counsel to the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel, with respect to, among other matters, the Certificate Insurance Policy and the Reserve Policies;

~~(18)~~(20) a certificate of the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel, with respect to, among other matters, the Certificate Insurance Policy and the Reserve Policies;

~~(19)~~(21) a no-default certificate of the Certificate Insurer, in form and substance satisfactory to the Underwriter, Special Counsel, and Underwriter's Counsel;

~~(20)~~(22) evidence that the underlying rating on the Certificates of “__” by S&P Global Ratings is in full force and effect on the Closing Date;

~~(21)~~(23) evidence that the rating on the Certificates of “__” by S&P Global Ratings as a result of the Certificate Insurance Policy provided by the Certificate Insurer is in full force and effect on the Closing Date;

~~(22)~~(24) copies of the statements with respect to the sale of the Certificates required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code;

~~(23)~~(25) copies of the following default judgments (i) default judgment rendered on November 18, 2011, by the Superior Court of the State of California for the County of Riverside in the action entitled *City of Desert Hot Springs v. All Persons Interested in the Matter, etc.*, Case No. _____, (ii) default judgment rendered on November 18, 2011, by the Superior Court of the State of California for the County of Riverside in the action entitled *City of Menifee v. All Persons Interested in the Matter, etc.*, Case No. _____, and (iii) default judgment rendered on March 21, 2012, by the Superior Court of the State of California for the County of Riverside in the action entitled *City of Moreno Valley v. All Persons Interested in the Matter, etc.*, Case No. _____, and order of the California Court of Appeal dated July 16, 2003 affirming such judgment;

~~(24)~~(26) a letter from the Commission in form and substance satisfactory to the Underwriter to the effect that Measure A Receipts (as such term is defined in the Official Statement) received by the applicable Local Agency may be pledged to the payment of Installment Sale Payments:

~~(25)~~(27) A letter addressed to the Authority, the Local Agencies, the Underwriter, and Special Counsel, dated the date of the Closing, from _____ (the "Verification Agent"), verifying the accuracy of the mathematical computations concerning the adequacy of the moneys to be deposited with the Escrow Agent to provide for the payment and prepayment of the Prior Certificates of Participation in accordance with the Escrow Agreements;

~~(26)~~(28) A defeasance opinion of Special Counsel, in form and substance acceptable to the Underwriter, relating to the Prior Certificates of Participation and Prior Installment Sale Agreements; and

~~(27)~~(29) such additional legal opinions, certificates, proceedings, instruments, and other documents as the Underwriter, Special Counsel, or Underwriter's Counsel may reasonably request to evidence compliance by the Local Agencies and the Authority with legal requirements, the accuracy, as of the time of Closing, of the Authority and the Local Agencies' representations herein contained, and the due performance or satisfaction by the Local Agencies and the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Local Agencies and the Authority.

If any of the Local Agencies or the Authority shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and none of the Local Agencies, the Authority, or the Underwriter shall have any further obligation hereunder.

9. The performance by each of the Authority and the respective Local Agencies of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the Authority, the Local Agencies, and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the Authority and the Local Agencies.

10. (A) The Underwriter shall be under no obligation to pay, and the Local Agencies shall pay, the following expenses incident to the performance of the Authority's and the Local Agencies' obligations hereunder:

(1) the fees and disbursements of Special Counsel and Underwriter's Counsel;

(2) the cost of printing and delivering the Certificates, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Section 4 of this Purchase Contract);

(3) the fees and disbursements of the Trustee, the Escrow Agent, accountants, financial advisers, legal counsel, and any other experts or consultants retained by the Authority or the Local Agencies, rating agency fees, and costs, fees, and expenses pertaining to the provision of any municipal bond insurance policy or municipal bond debt service reserve insurance policy;

(4) expenses (included in the expense component of the spread) incurred on behalf of the Local Agencies' employees that are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of such employees; and

(5) any other expenses and costs of the Authority and the Local Agencies incident to the performance of their respective obligations in connection with the authorization, execution, delivery, and sale of the Certificates, including out-of-pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(B) The Underwriter shall pay from the expense component of the Underwriter's spread all expenses incurred by it in connection with the public offering and distribution of the Certificates including, without limitation:

(1) all advertising expenses in connection with the offering of the Certificates; and

(2) all out-of-pocket disbursements and expenses incurred by the Underwriter in connection with the offering and distribution of the Certificates (excluding the fees and expenses of its counsel) including, without limitation, CUSIP Bureau and California Debt and Investment Advisory Commission fees, if any, except as provided in subsection (A) above or as otherwise agreed to by the Underwriter, the Authority, and the Local Agencies.

11. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to the California Statewide Communities Development Authority, 1100 K Street, Suite 101, Sacramento, California 95814, Attention: Treasurer, or to such other person as the Treasurer may designate in writing; any notice or other communication to be given to any Local Agency under this Purchase Contract may be given by delivering the same in writing to such address and to such person as the applicable Local Agency may designate in writing; and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 515 South Figueroa St, Suite 1800, Los Angeles, California 90071, Attention: John W. Kim. The approval of the Underwriter when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the Authority.

12. For all purposes of this Purchase Contract, a default shall not be deemed to be continuing if it has been cured, waived, or otherwise remedied. This Purchase Contract shall be

governed by and construed in accordance with the laws of the State applicable to contracts made and performed within the State.

13. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

14. This Purchase Contract when accepted by the Authority and the Local Agencies in writing shall constitute the entire agreement among the Local Agencies, the Authority, and the Underwriter and is made solely for the benefit of the Local Agencies, the Authority, and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____
Its: _____

The foregoing is hereby agreed to and accepted as of the date first above written:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory

Time of Execution: _____

LOCAL AGENCIES LISTED ON EXHIBIT A HERETO

[Authorized Officers of each Local Agency shall execute this Purchase Contract by signing Pricing Confirmation Supplement in Exhibit D hereto.]

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT A

\$ _____

**California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)**

LOCAL AGENCIES

CITY OF DESERT HOT SPRINGS

CITY OF MENIFEE

CITY OF MORENO VALLEY

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT B

\$ _____
**California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)**

SCHEDULE OF TERMS AND PRICES

Maturity Date (June 1)	Principal Amount	Interest Rate	Price	Yield
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Serial Certificates:

Term Certificates:

Total

(1) Priced to optional redemption date of June 1, 20__; callable at par.

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT C-1

FORM OF 15c2-12 CERTIFICATE

CERTIFICATE OF AUTHORITY

AS TO FINALITY OF PRELIMINARY OFFICIAL STATEMENT

I hereby certify that I am a member of the commission of the California Statewide Communities Development Authority (the “Authority”) or an authorized administrative delegatee thereof (“Authorized Signatory”), and as such I am authorized to execute this certificate on behalf of the Authority.

I understand that there has been delivered to Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”) of the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates Of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the “Certificates”), a Preliminary Official Statement relating to the Certificates, dated _____, 2020 (including the cover page, the introduction and all appendices thereto, the “Preliminary Official Statement”), which, as to only the sections thereof entitled “THE AUTHORITY” and “NO LITIGATION – The Authority,” the Authority deems to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for information permitted to be omitted therefrom by Rule 15c2-12.

Dated: _____, 2020

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

Authorized Signatory

EXHIBIT C-2
“DEEMED FINAL CERTIFICATE”
FOR
PRELIMINARY OFFICIAL STATEMENT

_____, 2020

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa St, Suite 1800
Los Angeles, California 90071
Attention: John W. Kim

Re: California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)

Ladies and Gentlemen:

With respect to the proposed sale of the California Statewide Communities Development Authority Transportation Revenue (Installment Sale) Certificates Of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the “**Certificates**”), the California Statewide Communities Development Authority (the “**Authority**”) has delivered to you a Preliminary Official Statement, dated the date hereof (the “**Preliminary Official Statement**”), the City of _____, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Rule**”), deems the Preliminary Official Statement to be final as of its date, except for (a) information regarding Authority, the Program, the Certificate Insurer, the Reserve Policies, and the Certificate Insurance Policy (each as defined in the Preliminary Official Statement), (b) information relating to any other Local Agencies (as defined in the Preliminary Official Statement), and (c) the omission of the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates and amounts of mandatory sinking fund payments, delivery dates, ratings, and identity of the purchasers and any other terms of the Certificates relating to such matters and any other information permitted to be omitted by the Rule.

[NAME OF LOCAL AGENCY]

By: _____

Name: _____

Title: _____

EXHIBIT D-1

\$ _____
**California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF DESERT HOT SPRINGS

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:

Plus: [Net] Original Issue Premium:

Less: Underwriter’s Discount:

Total Purchase Price

Use of Proceeds

Prepay Desert Hot Springs 2012 Certificates

Costs of Issuance:

Certificate Insurance Policy:

Reserve Policy:

Net Proceeds:

Total Use of Proceeds

IMPORTANT DATES

Resolution Date of Local Agency:	_____ , 2020
Purchase Date:	_____ , 2020
Closing Date:	_____ , 2020
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing [December 1, 2020]
Final Maturity Date:	June 1, 20__

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF DESERT HOT SPRINGS

By: _____

Name: _____

Title: _____

Time of Execution: _____

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT D-2

\$ _____
**California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF MENIFEE

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:

Plus: [Net] Original Issue Premium:

Less: Underwriter’s Discount:

Total Purchase Price

Use of Proceeds

Prepay Menifee 2012 Certificates

Costs of Issuance:

Certificate Insurance Policy:

Reserve Policy:

Net Proceeds:

Total Use of Proceeds

IMPORTANT DATES

Resolution Date of Local Agency:	_____ , 2020
Purchase Date:	_____ , 2020
Closing Date:	_____ , 2020
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing [December 1, 2020]
Final Maturity Date:	June 1, 20__

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF MENIFEE

By: _____

Name: _____

Title: _____

Time of Execution: _____

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT D-3

\$ _____
**California Statewide Communities
Development Authority Transportation Revenue (Installment Sale)
Certificates Of Participation, Series 2020__ (Federally Taxable)
(T.R.I.P. – Total Road Improvement Program)**

FORM OF PRICING CONFIRMATION SUPPLEMENT

CITY OF MORENO VALLEY

PRICING INFORMATION

Purchase Price Calculation

Proportionate Principal Amount of Certificates:

Plus: [Net] Original Issue Premium:

Less: Underwriter’s Discount:

Total Purchase Price

Use of Proceeds

Prepay Moreno Valley 2013 Certificates

Costs of Issuance:

Certificate Insurance Policy:

Reserve Policy:

Net Proceeds:

Total Use of Proceeds

IMPORTANT DATES

Resolution Date of Local Agency:	_____ , 2020
Purchase Date:	_____ , 2020
Closing Date:	_____ , 2020
Certificate Payment Dates:	June 1 of each year, commencing June 1, 20__
Interest Payment Dates:	June 1 and December 1 of each year, commencing [December 1, 2020]
Final Maturity Date:	June 1, 20__

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

IN WITNESS WHEREOF, the Purchase Contract is agreed to, and this Pricing Confirmation Supplement appearing as Exhibit D thereto is accepted, all on the Purchase Date set forth above.

CITY OF MORENO VALLEY

By: _____

Name: _____

Title: _____

Time of Execution: _____

Attachment: MKD 6-30-20 Certificate Purchase Agreement - TRIP Pool (DHS, Menifee, Moreno Valley) (4128 : RESOLUTIONS APPROVING THE

EXHIBIT E

§ _____
**California Statewide Communities
 Development Authority Transportation Revenue (Installment Sale)
 Certificates Of Participation, Series 2020__ (Federally Taxable)
 (T.R.I.P. – Total Road Improvement Program)**

**PRIOR CERTIFICATES OF PARTICIPATION AND
 PRIOR INSTALLMENT SALE AGREEMENTS**

(i) California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2012A (T.R.I.P. – Total Road Improvement Program) (the “**Desert Hot Springs 2012 Certificates**”) evidencing proportionate and undivided interests in installment sale payments payable by the City of Desert Hot Springs under a 2012 Installment Sale Agreement, dated as of February 1, 2012, by and between the Authority and the City of Desert Hot Springs;

(ii) California Communities Transportation Revenue (Installment Sale) Certificates of Participation, Series 2012B (T.R.I.P. – Total Road Improvement Program) (the “**Menifee 2012 Certificates**”) evidencing proportionate and undivided interests in installment sale payments payable by the City of Menifee under a 2012 Installment Sale Agreement, dated as of May 1, 2012, by and between the Authority and the City of Menifee; and

(iii) California Communities Local Measure A Sale Tax Revenues (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) (the “**Moreno Valley 2013 Certificates**” and together with the Desert Hot Springs 2012 Certificates and Menifee 2012 Certificates, the “**Prior Certificates of Participation**”) evidencing proportionate and undivided interests in installment sale payments payable by the City of Menifee under a 2013 Installment Sale Agreement, dated as of August 1, 2013, by and between the Authority and the City of Moreno Valley.

ESCROW AGREEMENT

by and between

CITY OF MORENO VALLEY

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee and Escrow Agent**

Dated as of _____ 1, 2020

relating to the

**CALIFORNIA COMMUNITIES LOCAL MEASURE A SALES TAX REVENUE
(INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2013A
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)
Evidencing Proportionate Interests of the Owners Thereof
in 2013 Installment Sale Payments to be Received From
CITY OF MORENO VALLEY**

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

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Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

This **ESCROW AGREEMENT**, dated as of _____ 1, 2020 (the “**Escrow Agreement**”), between the CITY OF MORENO VALLEY, a municipal corporation duly organized and existing under its charter and the laws of the State of California (the “**City**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States as trustee (the “**Trustee**”) with respect to the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) described below and acting in its capacity as escrow agent hereunder (the “**Escrow Agent**”), as acknowledged and accepted by the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”);

WITNESSETH:

WHEREAS, the City is currently obligated to make certain payments with respect to the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) (the “**Series 2013 Certificates**”), delivered on August 29, 2013;

WHEREAS, the Series 2013 Certificates evidence and represent proportionate interests of the Owners thereof in installment payments to be paid by the Authority from installment payments received from the City pursuant to that 2013 Installment Sale Agreement, dated as of August 1, 2013, between the Authority and the City (the “**2013 Installment Sale Agreement**”);

WHEREAS, the Series 2013 Certificates were executed and delivered by Wells Fargo Bank, National Association, in the original aggregate principal amount of \$20,000,000 pursuant to that certain trust agreement, dated as of August 1, 2013 (the “**Series 2013 Trust Agreement**”), among the Authority, the City and the Trustee, evidencing and representing proportionate and undivided interests in 2013 Installment Sale Payments made by the City under the 2013 Installment Sale Agreement;

WHEREAS, the City has taken action to cause to be issued or delivered to the Escrow Agent for deposit in or credit to a special trust fund to be created hereunder to be known as the escrow fund to be maintained by the Escrow Agent (the “**Escrow Fund**”), certain Defeasance Obligations (as such term is defined in the Series 2013 Trust Agreement, and subject to Article VIII of the Series 2013 Trust Agreement), as listed on **Schedule I** attached hereto and made a part hereof (the “**Escrow Securities**”), in a total amount which, together with income or interest to accrue on such Escrow Securities and an initial cash deposit, has been verified in a report (the “**Verification Report**”) by [Verification Agent] (the “**Verification Agent**”) to be sufficient to pay when due (i) the interest and principal coming due with respect to the Series 2013 Certificates on and prior to June 1, 2023 (the “**Prepayment Date**”) and (ii) to prepay on the Prepayment Date the Series 2013 Certificates maturing on and after June 1, 2023 on the Prepayment Date at the principal evidenced and represented by the Certificates plus accrued interest to the Prepayment Date, without premium (the “**Prepayment Price**”);

NOW, THEREFORE, the City, the Trustee and the Escrow Agent hereby agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund. (a) The Escrow Agent agrees to establish and maintain until all of the Series 2013 Certificates have been paid in full a fund designated as the “**Escrow Fund**,” and to hold the securities, investments and moneys therein at all times as a special and separate trust fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Agent). All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Sections 2, 4 and 5 hereof, to secure the payment of the Series 2013 Certificates. [The Trustee and the Escrow Agent [hereby waive the requirement of]]are in

receipt of] not less than thirty (30) days prior written notice to the Authority and the Trustee in accordance with Section 3.03 of the 2013 Installment Sale Agreement describing prepayment of the Certificates and specifying the date on which the prepayment will be paid and the order thereof, which date shall be not less than thirty (30) days nor more than sixty (60) days from the date such notice is given.]

(b) On _____, 2020, an amount equal to \$_____ was deposited in the Escrow Fund, \$_____ of which was derived from the proceeds of the sale of the Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program) (the “**Series 2020 Certificates**”), executed and delivered pursuant to the terms of a trust agreement, dated as of _____ 1, 2020 (the “**Series 2020 Trust Agreement**”), by and among the Authority, Wilmington Trust, National Association, as trustee thereunder (the “**Series 2020 Trustee**”), the City and certain other local agencies named herein, if any, and \$_____ was transferred to the Escrow Agent and deposited in the Escrow Fund [from amounts released from the _____ fund/account under the Series 2013 Trust Agreement]. The Escrow Agent shall immediately apply \$_____ of such amount to acquire the Escrow Securities and shall hold the remainder of such amount of \$_____ uninvested.

Section 2. Investment of the Escrow Fund.

(a) The City and the Escrow Agent each shall take all remaining necessary action to have issued and registered in the name of the Escrow Agent, for the account of the Escrow Fund, the Escrow Securities listed on **Schedule I** attached hereto and shall hold in cash the amount of \$_____.

(b) Except as otherwise provided in this subsection and Section 5, the Escrow Agent shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested. The Escrow Agent shall, upon written request of the City, reinvest any cash portion of the Escrow Fund in (x) direct obligations of, and obligations on which the full and timely payment of principal and interest to unconditionally guaranteed by the full faith and credit of the United States of America, or (y) in Defeasance Obligations (as defined in the Series 2013 Trust Agreement and subject to Article VIII thereof), provided that in the case of (y) the Escrow Agent receives (i) an opinion of nationally recognized bond counsel to the effect that such reinvestment will not result in the inclusion of interest payable with respect to the Series 2013 Certificates in gross income for federal income tax purposes and (ii) a report of nationally recognized independent certified public accountants to the effect that such reinvestment will not adversely affect the sufficiency of the amount of securities, investments and moneys on deposit in the Escrow Fund to pay when due the principal and interest evidenced and represented by the Series 2013 Certificates to the Prepayment Date and to prepay the Series 2013 Certificates on the Prepayment Date at the Prepayment Price, together with interest accrued with respect thereto to the Prepayment Date. Any receipts on investments made pursuant to this Section in excess of the cost of such investments which are not needed for the defeasance and prepayment of the Series 2013 Certificates as shown in the Verification Report shall, [be transferred to the Local Agency Interest Payment Account established for the benefit of the City under the Series 2020 Trust Agreement][upon written request of the City, be remitted to the City free from the trust created by this Escrow Agreement to be applied to pay eligible costs payable from Revenues in accordance with the 2013 Installment Sale Agreement].

(c) The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

(d) The Escrow Agent acknowledges receipt of the Verification Report from the Verification Agent. The Escrow Agent may rely upon the conclusion of such report to the effect that the Escrow Securities described on **Schedule I** hereto mature and bear interest payable in such amounts and at such times as shall be necessary and sufficient to pay when due (i) the interest and principal coming due with

respect to the Series 2013 Certificates on and prior to the Prepayment Date and (ii) to prepay on the Prepayment Date the Series 2013 Certificates maturing on and after June 1, 2023 on the Prepayment Date at the Prepayment Price.

Section 3. Payment of the Series 2013 Certificates. (a) The City hereby requests and irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on all Escrow Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and to apply, subject to the provisions of Sections 2, 4 and 5 hereof, such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to pay when due (i) the interest and principal coming due with respect to the Series 2013 Certificates on and prior to the Prepayment Date and (ii) to prepay on the Prepayment Date the Series 2013 Certificates maturing on and after June 1, 2023 on the Prepayment Date at the Prepayment Price, at the places and in the manner stipulated in the Series 2013 Trust Agreement, and to give notice of such prepayment in substantially the form attached hereto as **Exhibit A** to the parties, at the time and in the manner specified in the Series 2013 Trust Agreement. The City further requests and irrevocably instructs the Escrow Agent, in accordance with Section 3.03 of the 2013 Installment Sale Agreement, to prepay all of the 2013 Installment Sale Payments (as that term is defined under the 2013 Installment Sale Agreement) due under the 2013 Installment Sale Agreement through the application of moneys deposited hereunder.

(b) The parties acknowledge that the Authority has requested, directed and irrevocably instructed the Escrow Agent pursuant to the Order of the Authority, attached hereto as **Exhibit C**, to apply the moneys transferred to or deposited with the Escrow Agent pursuant hereto to the payment of (a) the Series 2013 Certificates to the Prepayment Date and to prepay the Series 2013 Certificates on the Prepayment Date at the Prepayment Price, together with interest accrued with respect thereto to the Prepayment Date, and the City hereby requests and irrevocably instructs the Escrow Agent to give notice of prepayment of the Series 2013 Certificates, in accordance with the provisions of the Series 2013 Trust Agreement. The Trustee hereby waives the right under Section 2.03 of the Series 2013 Trust Agreement to receive at least 45 days' prior written notice of prepayment of the Series 2013 Certificates as long as it receives the Order of the Authority referenced in this Section 3(b).

The City hereby requests and irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to post notice of defeasance of the Series 2013 Certificates in substantially the form attached hereto as **Exhibit B** in accordance with Article VIII of the Series 2013 Trust Agreement on or before ____ , 2020.

Section 4. Transfer of Funds After Prepayment of Certificates. Subject to Section 8 hereof, the City hereby requests and irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to transfer all remaining funds any money or securities remaining in the Escrow Fund after payment of the Prepayment Price [to the Local Agency Interest Payment Account established for the benefit of the City under the Series 2020 Trust Agreement][upon written request of the City, to the City free from the trust created by this Escrow Agreement to be applied to pay eligible costs payable from Revenues in accordance with the 2013 Installment Sale Agreement].

Section 5. Substitution of Securities. Except as provided in Sections 1, 2 and 4 hereof and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer or otherwise dispose of or make substitutions of the investments initially required to be made therewith. Upon the written request of the City, and subject to the conditions and limitations herein set forth and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Escrow Securities, provided that there are substituted therefor from the proceeds of the Escrow Securities other Defeasance Obligations (as defined in the Series 2013 Trust

Agreement and subject to Article VIII thereof). The Escrow Agent shall purchase such substituted securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrow Securities. The amounts realized from the disposition of the Escrow Securities and purchase of substitute securities, together with the earnings thereon not required by the Escrow Agent to fulfill its obligations hereunder, shall immediately be released to the City. The disposition and substitution may be effected only after the Escrow Agent receives (i) an opinion of nationally recognized bond counsel to the effect that such disposition and substitution will not result in the inclusion of interest payable with respect to the Series 2013 Certificates in gross income for federal income tax purposes and (ii) a report of nationally recognized independent certified public accountants to the effect that such disposition and substitution will not adversely affect the sufficiency of the amount of securities, investments and moneys on deposit in the Escrow Fund to pay the Series 2013 Certificates to the Prepayment Date and to prepay the Series 2013 Certificates on the Prepayment Date at the Prepayment Price, together with interest accrued with respect thereto to the Prepayment Date. The Escrow Agent shall not be liable or responsible for any loss resulting from any disposition or substitution made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

Section 6. Fees and Costs.

(a) The Escrow Agent's annual fees and costs for acting as Escrow Agent under this Escrow Agreement are to be agreed upon by the Escrow Agent and the City and paid by the City. The rights, duties and obligations of the Escrow Agent shall, except as otherwise expressly provided herein, be governed by the Series 2013 Trust Agreement. The annual fees and costs of the Escrow Agent for any other duties to be carried out by it under the Series 2013 Trust Agreement shall continue as previously agreed upon between the Escrow Agent and the City.

(b) The City agrees to indemnify and hold the Escrow Agent, its officers, employees, directors and agents harmless from and against any and all losses, costs, expenses, claims and liabilities whatsoever (including, without limitation, fees and expenses of attorneys) which may be imposed on, asserted against or incurred by the Escrow Agent related to or arising from the acceptance and performance by the Escrow Agent of its duties hereunder, unless due to the negligence or willful misconduct of the indemnified party.

(c) The obligations of the City under this Section shall survive the termination or discharge of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

(d) The fees of and the costs incurred by the Escrow Agent shall in no event be deducted or payable from or constitute a lien against the Escrow Fund.

Section 7. Resignation of the Escrow Agent. The Escrow Agent may resign and be discharged of its duties hereunder if and at such time as the Escrow Agent shall resign or be discharged as Trustee under the Series 2013 Trust Agreement in accordance with the provisions of the Series 2013 Trust Agreement. Any successor Trustee under the Series 2013 Trust Agreement shall succeed as the Escrow Agent under this Escrow Agreement.

Section 8. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the principal and interest evidenced and represented by the Certificates have been paid and any money remaining in the Escrow Fund shall be transferred pursuant to Section 4 hereof; provided, that money held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Series 2013 Certificates which remains unclaimed shall be disposed of in accordance with the terms of the Series 2013 Trust Agreement.

Section 9. Capacity of Escrow Agent. The Escrow Agent is entering into this Escrow Agreement in its capacity as Trustee under the Series 2013 Trust Agreement and the protections, immunities and limitations from liability afforded to the Trustee under the Series 2013 Trust Agreement (including, without limitation, as set forth in Section 5.01 and 5.02 thereof) shall be applicable to this Escrow Agreement and are incorporated by reference herein. Subject to the provisions of Sections 4, 5 and 8 hereof, moneys held by the Escrow Agent hereunder are to be held and applied for the payment of the Series 2013 Certificates in accordance with the Series 2013 Trust Agreement.

The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement and no implied duties, covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment or substitution of Escrow Securities made by it in accordance with the terms of this Escrow Agreement. The Escrow Agent shall not be liable for the recitals or representations contained in this Escrow Agreement and shall not be responsible for the validity of this Escrow Agreement, the sufficiency of the Escrow Fund or the moneys and Escrow Securities or any substitute Escrow Securities to pay the principal, interest and premium on the Series 2013 Certificates.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 11. Amendment. (a) The parties hereto may, without the consent of or notice to the holders of the unpaid Certificates, enter into such agreements supplemental to this Escrow Agreement as

shall not materially, adversely affect the rights of such holders hereunder and shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or both of the following purposes:

- (1) to cure any ambiguity or formal defect or omission in this Escrow Agreement; and
- (2) to grant or confer upon the Escrow Agent for the benefit of the holders of the Series 2013 Certificates, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

(b) The Escrow Agent shall enter into such agreements only upon receipt of, and shall be entitled to rely conclusively upon, an opinion of nationally recognized bond counsel to the effect that any such agreement complies with this Section 11, and does not materially adversely affect the rights of the holders of the Series 2013 Certificates.

Section 12. Execution of Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Notice to the Escrow Agent and the City. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the corporate trust office of the Escrow Agent at Wells Fargo Bank, National Association, 333 South Grand Ave., 5th floor,| Los Angeles, CA 90071, Attention: Corporate Trust Department, or as otherwise specified by the Escrow Agent in accordance with the provisions of the Series 2013 Trust Agreement. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by certified or registered mail, and deposited, postage prepaid, in a post office letter box, addressed to the City at City of Moreno Valley, 14177 Frederick St., Moreno Valley, CA 92553, Attention: Chief Financial Officer (or at such other address as may have been filed in writing by the City with the Escrow Agent).

Section 14. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, CITY OF MORENO VALLEY has caused this Escrow Agreement to be signed by its duly authorized representative and WELLS FARGO BANK, NATIONAL ASSOCIATION has caused this Escrow Agreement to be signed in its name by its duly authorized representative all as of the day and year first above written.

CITY OF MORENO VALLEY

By: _____
Authorized Representative

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee and Escrow Agent

By: _____
Authorized Representative

ACKNOWLEDGED AND ACCEPTED:

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

By _____
Authorized Representative

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

SCHEDULE I
ESCROW SECURITIES

[Tables __ and __ from Verification Report]
(attached below)

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

EXHIBIT A

FORM OF NOTICE OF PREPAYMENT IN FULL

NOTICE OF PREPAYMENT IN FULL

**CALIFORNIA COMMUNITIES LOCAL MEASURE A SALES TAX REVENUE
(INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2013A
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

Date of Delivery: August 29, 2013

NOTICE IS HEREBY GIVEN by Wells Fargo Bank, National Association, as trustee (the “Trustee”), for and on behalf of the California Statewide Communities Development Authority (the “Authority”) and City of Moreno Valley (the “City”), that the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) specified in the table below (the “Certificates”) evidencing and representing 2013 Installment Sale Payments by the City are subject to optional prepayment on June 1, 2023 (the “Prepayment Date”). The Certificates will be prepaid at a price equal to 100% of the principal evidenced and represented by the Certificates plus accrued interest to the Prepayment Date, without premium (the “Prepayment Price”). The Certificates were originally executed and delivered on August 29, 2013, pursuant to a trust agreement, dated as of August 1, 2013 (the “Trust Agreement”), among the Authority, the City and the Trustee. On the Prepayment Date there will become due and payable on each of the Certificates the Prepayment Price represented thereby, together with interest accrued with respect thereto to the Prepayment Date, and from and after such Prepayment Date, interest thereon shall cease to accrue. The Certificates to be prepaid are as follows:

Maturing (June 1)	Principal Component	Interest Rate	CUSIP
2024	\$ 685,000	4.125%	13013V AH2
2025	715,000	4.375	13013V AJ8
2026	745,000	4.625	13013V AK5
2027	780,000	4.750	13013V AL3
2030	2,575,000	5.000	13013V AM1
2035	5,240,000	5.125	13013V AN9
2039	5,255,000	5.125	13013V AP4

[The Certificates are required to be surrendered at the addresses of the Trustee specified below. Payment of the Certificates called for prepayment will be made upon presentation and surrender of said Certificates as follows:

First Class/Registered/Certified By Hand Only Express Delivery Only

Additional information regarding the foregoing actions may be obtained from Wells Fargo Bank, National Association, Corporate Trust Department, Bondholder Relations, telephone number _____.

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

Under the Tax Cuts and Jobs Act of 2017 (the “Act”), paying agents making payments of interest or principal on municipal securities may be obligated to withhold a 24% tax from remittance to individuals who have failed to furnish the paying agent with a certified and valid taxpayer identification number. Owners of the Certificates who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers when presenting the Certificates for payment.]

Capitalized terms used but undefined herein shall have the meaning given such terms in the Trust Agreement.

** None of the Authority, the City or the Trustee shall be held responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in this Prepayment Notice, which are included solely for the convenience of the Owners.*

By **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Trustee

EXHIBIT B

FORM OF NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE

**CALIFORNIA COMMUNITIES LOCAL MEASURE A SALES TAX REVENUE
(INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2013A
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

Date of Delivery: August 29, 2013

NOTICE IS HEREBY GIVEN by Wells Fargo Bank, National Association, as trustee (the “Trustee”), for and on behalf of the California Statewide Communities Development Authority (the “Authority”) and the City of Moreno Valley (the “City”), that the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) specified in the table below (the “Certificates”) evidencing and representing 2013 Installment Sale Payments by the City have been defeased though a deposit of certain Defeasance Obligations (as such term is defined in the Trust Agreement (as defined below) pursuant to which the Certificates were executed and delivered) (the “Escrow Securities”), in a total amount which, together with income or interest to accrue on such Escrow Securities and an initial cash deposit, has been verified in a report by [Verification Agent] to be sufficient to pay when due the interest and principal coming due with respect to the Certificates prior to June 1, 2023 (the “Prepayment Date”) and to prepay the Certificates on the Prepayment Date at the principal evidenced and represented by the Certificates plus accrued interest to the Prepayment Date, without premium. The Certificates were originally executed and delivered on August 29, 2013, pursuant to a trust agreement, dated as of August 1, 2013 (the “Trust Agreement”), among the Authority, the City and the Trustee. The Certificates defeased are as follows:

Maturing (June 1)	Principal Component	Interest Rate	CUSIP
2021	\$ 600,000	5.000%	13013V AE9
2022	630,000	5.000	13013V AF6
2023	660,000	4.000	13013V AG4
2024	685,000	4.125	13013V AH2
2025	715,000	4.375	13013V AJ8
2026	745,000	4.625	13013V AK5
2027	780,000	4.750	13013V AL3
2030	2,575,000	5.000	13013V AM1
2035	5,240,000	5.125	13013V AN9
2039	5,255,000	5.125	13013V AP4

In accordance with the Trust Agreement, the Certificates have been defeased through the irrevocable deposit of cash and federal securities into the escrow fund for such Certificates (the “Escrow Fund”). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated as of _____ 1, 2020, by and between the City and Wells Fargo Bank, National Association, as Trustee and Escrow Agent thereunder, and acknowledged and accepted by the California Statewide Communities Development Authority (the “Authority”). As a result of such deposit, the Owners of such Certificates cease to be entitled to the pledge of and charge and lien upon the Revenues as provided in the Trust Agreement [and, if such payment shall pay the Certificates in full on the maturity or prepayment date,][and] all agreements, covenants and other obligations of the Authority and the City to the Owners of

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

the Certificates under the Trust Agreement, and the right, title and interest of the Authority in the 2013 Installment Sale Agreement and the obligations of the City under the 2013 Installment Sale Agreement, has ceased, terminated and become void and be discharged and satisfied. The pledge of the funds provided for under the Trust Agreement and all other obligations of the Authority and the City to the Owners and beneficial owners of the Certificates shall hereafter be limited to the application of moneys in the Escrow Fund for the payment and prepayment of the Certificates.

On the Prepayment Date there will become due and payable on each of the Certificates the Prepayment Price represented thereby, together with interest accrued with respect thereto to the Prepayment Date, and from and after such Prepayment Date, interest thereon shall cease to accrue.

The filing of this notice does not constitute or imply any representation regarding any other financial or operating information about the Authority or the City or any representation that no other circumstances or events have occurred which may have a bearing on the Authority's or the City's financial condition or an investor's decision to buy, sell or hold any certificates, bonds or other obligations that relate to the Authority or the City.

Capitalized terms used but undefined herein shall have the meaning given such terms in the Trust Agreement.

** None of the Authority, the City or the Trustee shall be held responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in this Defeasance Notice, which are included solely for the convenience of the Owners.*

By WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

EXHIBIT C

FORM OF ORDER OF THE AUTHORITY

**CALIFORNIA COMMUNITIES LOCAL MEASURE A SALES TAX REVENUE
(INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2013A
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

ORDER OF THE AUTHORITY

TO: WELLS FARGO BANK, NATIONAL ASSOCIATION, as escrow agent (the “Escrow Agent”) under the Escrow Agreement, dated as of _____ 1, 2020 (the “Escrow Agreement”), by and between City of Moreno Valley (the “City”) and the Escrow Agent, and as trustee (the “Trustee”) under the trust agreement, dated as of August 1, 2013 (the “Series 2013 Trust Agreement”), among the California Statewide Communities Development Authority (the “Authority”), the City and the Trustee.

In accordance with Sections 2.03 and 8.01 of the Series 2013 Trust Agreement, the Authority hereby authorizes, directs and irrevocably instructs you to prepay the Certificates as set forth in the Escrow Agreement and to apply the moneys and proceeds of securities transferred to or deposited with you as Escrow Agent pursuant to the Escrow Agreement to the payment of the principal or Prepayment Price and interest with respect to the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program).

The Authority has caused to be delivered to the Insurer (as defined in the Series 2013 Trust Agreement) and the Trustee: (i) a report of an Independent Certified Public Accountant or such other accountant as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or prepayment date, (ii) an escrow deposit agreement or refunding instructions and agreement (in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Certificates are no longer “Outstanding” under the Series 2013 Trust Agreement, and (iv) a certificate of discharge of the Trustee with respect to the Certificates.

The Authority makes no representation hereby as to compliance with the requirements of the Series 2013 Trust Agreement or the Agreement as defined therein.

Capitalized terms used but not defined in this certificate shall have the meanings ascribed thereto in the Series 2013 Trust Agreement.

Dated: _____, 20__.

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

**THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Officer

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS

EXHIBIT D**FORM OF NOTICE OF DISCHARGE OF TRUST AGREEMENT**

**CALIFORNIA COMMUNITIES LOCAL MEASURE A SALES TAX REVENUE
(INSTALLMENT SALE) CERTIFICATES OF PARTICIPATION, SERIES 2013A
(T.R.I.P. – TOTAL ROAD IMPROVEMENT PROGRAM)**

CERTIFICATE OF RELEASE AND SATISFACTION REGARDING TRUST AGREEMENT

The undersigned, an authorized officer of Wells Fargo Bank, National Association, DOES HEREBY CERTIFY as follows:

1. In accordance with the provisions of that certain Trust Agreement, dated as of August 1, 2013 (the “Trust Agreement”), by and between the California Statewide Communities Development Authority (the “Authority”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”), the Trustee executed and delivered the California Communities Local Measure A Sales Tax Revenue (Installment Sale) Certificates of Participation, Series 2013A (T.R.I.P. – Total Road Improvement Program) evidencing principal in \$20,000,000 aggregate principal amount, of which \$17,885,000 principal amount is currently outstanding (the “Certificates”) evidencing and representing proportionate and undivided interests in 2013 Installment Sale Payments made by the City of Moreno Valley (the “City”) under the 2013 Installment Sale Agreement, dated as of August 1, 2013, between the Authority and the City (the “2013 Installment Sale Agreement”).

2. Section 8.01 of the Trust Agreement provides that the Trust Agreement and the pledge of Revenues and other assets made thereunder and all covenants, agreements and other obligations of the Authority and the City with respect to the Certificates under the Trust Agreement shall cease as provided thereunder upon the deposit with the Trustee, in trust, of money or securities in the amount necessary as provided in the Trust Agreement.

3. Wells Fargo Bank, National Association, as Trustee, is further acting as Escrow Agent as defined in the Escrow Agreement, dated as of _____ 1, 2020 (the “Escrow Agreement”), between the City and Wells Fargo Bank, National Association, as Trustee and acting in its capacity as escrow agent thereunder (the “Escrow Agent”), and acknowledged and accepted by the Authority, with respect to the Certificates.

4. The Trustee hereby certifies that is has received written direction of the City with respect to prepayment of the 2013 Installment Sale Payments under the 2013 Installment Sale Agreement at a prepayment price equal to the principal amount of the outstanding 2013 Certificates plus accrued interest to the date of prepayment. The Escrow Agent, on the date hereof, hereby certifies that it has received the amount of \$_____, constituting a portion of the proceeds of the Communities Development Authority Transportation Revenue (Installment Sale) Certificates of Participation, Series 2020__ (Federally Taxable) (T.R.I.P. – Total Road Improvement Program), the receipt of which is hereby acknowledged, and said amount has been deposited on the date hereof in the Escrow Fund established pursuant to the Escrow Agreement.

5. The Authority has delivered to the Trustee its Order of the Authority, dated the date hereof, under which the Authority elects, at the request of the City to defease the Certificates and the pledge of Revenues (as defined in the Trust Agreement) and other assets under the Trust Agreement with respect to such Certificates.

6. The City has caused for there to be deposited with the Escrow Agent, in trust, money in an amount necessary to prepay the Certificates, together with a Verification Report on which the Trustee shall rely to make this certification and written direction of the City and irrevocable instruction to provide notice of prepayment thereof in satisfaction of Article VIII of the Trust Agreement. The City remains responsible for paying any Escrow Agent or Trustee fees due until the Certificates are paid in full and the Escrow Agreement has terminated.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

Dated: _____, 2020

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Representative

Attachment: Escrow Agreement (2013) - CSCDA Moreno Valley TRIP Refunding Series 2020 4132-0022-3780 3 (4128 : RESOLUTIONS



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 1, 2020

TITLE: AUTHORIZE THE BUDGET ADJUSTMENT FROM FUND 3008 FOR THE CAPITAL IMPROVEMENT PLAN PROJECT: CITYWIDE PAVEMENT REHABILITATION PROGRAM FY19/20 (801 0085)

RECOMMENDED ACTION

Recommendation:

1. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

SUMMARY

Staff is recommending the use of available funds in Fund 3008 (Capital Projects Reimbursements) for the Citywide Pavement Rehabilitation Program FY19/20 (801 0085) CIP project.

DISCUSSION

On June 2, 2020, Council approved the authorization to award a construction contract to Hardy & Harper, Inc. and a professional consultant service agreement to LOR Geotechnical Group, Inc. for the Citywide Pavement Rehabilitation Program FY 19/20. In the original awarding staff report, the use of funds from Fund 3008 (Capital Projects Reimbursements) was outlined in the Project Budget section.

The project was originally scheduled to complete construction in March of 2021. The contractor has provided an aggressive schedule and the project is now estimated to be completed early. The new estimated completion timeframe is in late calendar year 2020, barring any unforeseen delays. Staff was initially planning to transfer available fund balance from Fund 3008 during the first quarter budget adjustments for Fiscal Year 20/21. However, due to the accelerated completion date, funds are needed sooner.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Citywide Pavement Rehabilitation Program (Fiscal Year 2019/20) project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay the construction of needed improvements and may result in higher future repair costs.*

FISCAL IMPACT

Available fund balance in the amount of \$496,035 will be used to complete this project as shown below in the proposed budget adjustment.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
CIP	Capital Projects Reimbursements	3008-70-77-80001-720199 801 0085-3008-99	EXP	\$393,837*	\$496,035	\$889,872

**Includes proposed carryover from FY19/20*

ANTICIPATED PROJECT SCHEDULE:

Construction started in August 2020. The project is anticipated to be completed by December 2020 barring any weather interruptions or unforeseen site condition delays.

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
Launa Jimenez
Senior Management Analyst

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

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Manager

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/12/20 3:16 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:46 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:28 AM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 1, 2020

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS PROJECT (PROJECT 808 0028)

RECOMMENDED ACTION

Recommendations:

1. Grant Atom Engineering Construction's request for relief of their Bid as allowed by Public Contract Code Section 5101, due to a mistake in filling out their Bid;
2. Reject all other bids, waive any and all minor irregularities, and award a construction contract to Elecnor Belco Electric, Inc. for the Upgrade Existing Marked Crosswalks on Various Arterials project in the amount of \$289,800.00 and authorize the City Manager to execute the contract;
3. Authorize the Chief Financial Officer to appropriate \$161,597.00 in additional funding as revenue and expense in the Capital Projects Reimbursements Fund (Fund 2301);
4. Authorize the issuance of a Purchase Order to Elecnor Belco Electric, Inc. in the amount of \$333,270.00 (\$289,800.00 bid amount plus a 15% contingency), using grant funds from the Highway Safety Improvement Program;
5. Authorize the Public Works Director/City Engineer to execute any subsequent related change orders to the contract, not to exceed the contingency amount; and
6. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report, funded by the Highway Safety Improvement Program.

SUMMARY

This report recommends approval of a contract with Elecnor Belco Electric, Inc. for the construction of the Upgrade Existing Marked Crosswalks on Various Arterials project. The project is 100% funded by the Highway Safety Improvement Program (HSIP).

DISCUSSION

In 2016, staff applied for and was awarded funding to upgrade existing marked crosswalks at seven locations to provide high-visibility treatments, including markings, signing, and the addition of pedestrian-actuated flashing beacons. The project funding covers all phases of implementation, including planning, environmental clearance, design, procurement, installation, and contingencies.

The following intersections, which comprise all marked crosswalks on arterial roadways in Moreno Valley, are included in the project:

1. Sunnymead Ranch Pkwy/Old Country Road (east intersection)
2. Indian Street/Manzanita Avenue
3. Eucalyptus Avenue/Sunnymeads Drive
4. Eucalyptus Avenue/Running Deer Road
5. Cottonwood Avenue/Jade Way
6. Cactus Avenue/Philo Street
7. John F. Kennedy Drive/Pepper Court

The attached vicinity map depicts the project area. Intersections one through five, and intersection seven, will be upgraded with Rectangular Rapid Flashing Beacons; which generate a highly visible flashing pattern in response to pedestrian actuation. Intersection six (Cactus Avenue/Philo Street) will be provided with a Pedestrian Hybrid Beacon, which provides a level of control between flashing beacons and full signalizations. This will be the third location in the City with a Pedestrian Hybrid Beacon.

The federal environmental clearance process was completed in 2018, and authorization to proceed with construction through the California Department of Transportation (Caltrans) review process was received in February 2020.

Additional funding is required to complete the project as originally intended. Caltrans has committed to providing the funds needed to complete construction. The additional amount of \$161,597.00 includes funds for construction engineering and contingency. As is standard for federal-aid projects, the funds will be expended from a dedicated account and reimbursed by the State as the project proceeds.

Relief of Bidder

Atom Engineering Construction, Inc. submitted documentation, within five days after opening the bids, requesting relief of their Bid due to a mistake in filling out the bid; and not due to an error in judgment. Staff reviewed the request and analyzed the bids and

finds that Atom Engineering had intended to submit a materially different bid and concurs that the mistake was due to an error in filling out the bid. Specifically, Atom Engineering had intended to bid \$188,398 for the work at Cactus Avenue and Philo Street, but mistakenly entered \$88,398 for that work. All other bidders had bid at least \$160,000 for that work, which is evidence that the amount bid by Atom Engineering Construction was in error. Staff thus concurs that relief is warranted. This staff report serves as the public record required by Public Contract Code 5101 for granting relief.

Bid Process

The project was advertised for construction on June 25, 2020 on the City’s PlanetBids online bidding system. Formal bidding procedures were followed in accordance with the Public Contract Code. To maximize bidding opportunities for both prime contractors and Disadvantaged Business Enterprise (DBE) subcontractors, advertisements were placed in a newspaper of general circulation and several minority business newspapers. The bidding period closed on July 23, 2020. Seven bids were received as follows:

<u>CONTRACTORS</u>	<u>BID AMOUNT</u>
1. Elecnor Belco Electric, Inc	\$289,800.00
2. International Line Builders, Inc.	\$296,623.00
3. California Professional Engineering, Inc.	\$304,584.00
4. Alfaro Communications Construction, Inc.	\$321,950.00
5. DBX, Inc.	\$327,064.00
6. Ferreira Coastal Construction Company	\$329,321.00
7. Atom Engineering Construction, Inc	withdrawn

Staff has reviewed the bid by Elecnor Belco Electric, Inc. and determined that they are the lowest responsive and responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of their references.

Staff recommends award of the construction contract to Elecnor Belco Electric, Inc. for the bid amount of \$289,800.00. Staff also recommends the authorization of a 15% contingency amount (\$43,470.00). This is recommended to allow rapid response and avoid unnecessary construction delays that typically result in contractor change orders for any unforeseen circumstances encountered during construction. As this project requires significant underground work, there is a high probability of unforeseen conflicts with unmarked utilities.

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 provide for the timely completion of the Upgrade Marked Crosswalks on Various Arterials project, thereby improving safety and mobility for Moreno Valley’s constituents.*

- 2. Do not approve staff's recommended actions. *This alternative will delay project delivery and potentially jeopardize project grant funding.*

FISCAL IMPACT

The project is funded by the Highway Safety Improvement Program, with no local match. There is no impact to the General Fund.

Staff requests an appropriation of additional funds in the amount of \$161,597.00 to deliver the project, to be reimbursed by Caltrans as the project progresses.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY Amended Budget 20/21
CIP	Capital Projects Grants	2301-99-99-92301-482020 808 0028-2301-98	Rev	\$217,931*	\$161,597	\$379,528
CIP	Capital Projects Grants	2301-70-76-80008-720199 808 0028-2301-99	Exp	\$217,929*	\$161,597	\$379,526

**Includes proposed carryover from FY19/20*

AVAILABLE FUNDS FOR CONSTRUCTION:

Capital Projects Grants
 (Account No. 2301-70-76-80008, Project No. 808 0028-2301) \$ 379,526
 Total \$ 379,526

ESTIMATED PROJECT-RELATED COSTS:

Project administration* \$ 33,000
 Construction \$333,270
 Total \$366,270

**Includes inspection, plans and bidding documents review and approval, printing, and other miscellaneous costs.*

NOTIFICATION

Publication of agenda

PREPARATION OF STAFF REPORT

Prepared By:
 John Kerenyi, P.E.
 Acting City Traffic Engineer

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.

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

- 1. Location Map
- 2. Agreement
- 3. bid withdrawal request

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/18/20 6:45 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:45 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:27 AM



SITE LOCATIONS AND SHEET INDEX

- ① PED. HYBRID BEACON CACTUS AVENUE AT PHILO STREET PLAN
- ② R.R.F.B. MANZANITA AVENUE AT INDIAN STREET
- ③ R.R.F.B. EUCALYPTUS AVENUE AT RUNNING DEER ROAD
- ④ R.R.F.B. SUNNYMEAD RANCH PARKWAY AT OLD COUNTRY ROAD
- ⑤ R.R.F.B. COTTONWOOD AVENUE AT JADE WAY
- ⑥ R.R.F.B. JOHN F. KENNEDY DRIVE AT PEPPER COURT
- ⑦ R.R.F.B. EUCALYPTUS AVENUE AT SUNNYMEADOWS DRIVE

RECTANGULAR RAPID FLASHING BEACON (R.R.F.B.)

Attachment: Location Map (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR



Public Works Department
Capital Projects Division

Scale: None

LOCATION MAP

UPGRADE OF EXISTING MARKED CROSSWALKS ON ARTERIALS

VARIOUS LOCATIONS

CITY PROJECT No. 808-0028

FEDERAL PROJECT No. HSIPL 5441(071)

Agreement No. _____

AGREEMENT**PROJECT NO. 808 0028/FEDERAL PROJECT NO. HSIPL 5441(071)
UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS**

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Elecnor Belco Electric Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
- A. Any and all Contract Change Orders issued after execution of this Agreement
 - B. This Agreement
 - C. Addenda Nos. 1 inclusive, issued prior to the opening of the Bids
 - D. Federal Provisions and Requirements
 - E. Any Federal Certifications, documentation and reports as required, including but not limited to Non-Lobbying Certification, Disclosure of Lobbying Activities, Equal Employment Opportunity Certification, Debarment and Suspension Certification.
 - F. City of Moreno Valley Supplementary General Conditions, including Exhibit 12-G and FHWA 1273 – Revised May 1, 2012, Required Federal-Aid Contract Language and Federal Wage Rates current as of the Bid Deadline (See Attachment "A" for Federal Wage Rates)
 - G. The bound Contract Documents that includes City Special Provisions, including the General Provisions and Technical Provisions
 - H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
 - I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
 - J. Project Plans
 - K. City Standard Plans
 - L. Caltrans Standard Plans
 - M. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - N. Contractor's Bidder's Proposal and Subcontractor Listing, Exhibit 12-B - Bidder's List of Subcontractors (DBE and Non-DBE)
 - O. Exhibit 15-G - Construction Contract DBE Commitment

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor prior to the Bid Deadline for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is Two Hundred Eighty Nine Thousand Eight Hundred and 00/100 Dollars (\$289,800.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Forty-Five (45) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals

- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard (or alternate arrangements)
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

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

B. Notice to Proceed with Construction. After all preconstruction requirements are met, materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, and a delivery date for the materials is scheduled, the City will issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$1300.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional

insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. Primary Coverage. All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:

- (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days

of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between

the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively,

passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances

of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Elecnor Belco Electric Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	_____
City Attorney	
_____	_____
Date	
RECOMMENDED FOR APPROVAL:	
_____	_____
Public Works Director/City Engineer	
_____	_____
Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

CONTRACTOR'S BONDS

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

Contractor's Bond
00600

City of Moreno Valley
Project No. 808 0028/Federal Project No. HSIPL 5441(071)

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 808 0028
UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Elecnor Belco Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0028**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond

00601-1

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Faithful Performance Bond

00601-2

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 808 0028/FEDERAL PROJECT NO. HSIPL 5441(071)

UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Elecnor Belco Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0028**, and Contract Documents are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code

Labor and Materials Payment Bond
00602-2

Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

**EXHIBIT F
CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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).

Agreement No. _____

AGREEMENT**PROJECT NO. 808 0028/FEDERAL PROJECT NO. HSIPL 5441(071)
UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS**

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Elecnor Belco Electric Inc.**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
- A. Any and all Contract Change Orders issued after execution of this Agreement
 - B. This Agreement
 - C. Addenda Nos. 1 inclusive, issued prior to the opening of the Bids
 - D. Federal Provisions and Requirements
 - E. Any Federal Certifications, documentation and reports as required, including but not limited to Non-Lobbying Certification, Disclosure of Lobbying Activities, Equal Employment Opportunity Certification, Debarment and Suspension Certification.
 - F. City of Moreno Valley Supplementary General Conditions, including Exhibit 12-G and FHWA 1273 – Revised May 1, 2012, Required Federal-Aid Contract Language and Federal Wage Rates current as of the Bid Deadline (See Attachment "A" for Federal Wage Rates)
 - G. The bound Contract Documents that includes City Special Provisions, including the General Provisions and Technical Provisions
 - H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
 - I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
 - J. Project Plans
 - K. City Standard Plans
 - L. Caltrans Standard Plans
 - M. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - N. Contractor's Bidder's Proposal and Subcontractor Listing, Exhibit 12-B - Bidder's List of Subcontractors (DBE and Non-DBE)
 - O. Exhibit 15-G - Construction Contract DBE Commitment

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor prior to the Bid Deadline for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is Two Hundred Eight Nine and 00/100 Dollars (\$289,800.00) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Forty-Five (45) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals

- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard (or alternate arrangements)
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

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

B. Notice to Proceed with Construction. After all preconstruction requirements are met, materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, and a delivery date for the materials is scheduled, the City will issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$1300.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional

insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. Waivers of Subrogation. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. Primary Coverage. All policies and endorsements shall stipulate that the Contractor’s (and the Subcontractors’) insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor’s (and its Subcontractors’) insurance and shall not contribute with it.

7.5. Coverage Applies Separately to Each Insured and Additional Insured. Coverage shall state that the Contractor’s (and its Subcontractors’) insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. Self-Insurance. Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City’s approval of self-insurance, if any, is within the City’s sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner’s reasonable request provide evidence of:

- (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill); and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. Insurer Financial Rating. Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. Notices to City of Cancellation or Changes. Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days

of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between

the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively,

passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances

of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. **SUCCESSORS AND ASSIGNS.** The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Elecnor Belco Electric Inc.

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	
_____	_____
City Attorney	
_____	_____
Date	
RECOMMENDED FOR APPROVAL:	
_____	_____
Public Works Director/City Engineer	
_____	_____
Date	

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

CONTRACTOR'S BONDS

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

Contractor's Bond
00600

City of Moreno Valley
Project No. 808 0028/Federal Project No. HSIPL 5441(071)

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 808 0028
UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Elecnor Belco Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0028**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond

00601-1

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Faithful Performance Bond

00601-2

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 808 0028/FEDERAL PROJECT NO. HSIPL 5441(071)

UPGRADE EXISTING MARKED CROSSWALKS ON VARIOUS ARTERIALS

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Elecnor Belco Electric Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0028**, and Contract Documents are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code

Labor and Materials Payment Bond
00602-2

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Labor and Materials Payment Bond
00602-4

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

**EXHIBIT F
CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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).

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
 (For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

- 1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)** 2
 - A. **DBE COMMITMENT SUBMITTAL**..... 2
 - B. **GOOD FAITH EFFORTS SUBMITTAL**..... 3
 - C. **EXHIBIT 15-G - CONSTRUCTION CONTRACT DBE COMMITMENT**..... 4
 - D. **SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS**..... 4
 - E. **PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES** 4
- 2. **BID OPENING** 5
- 3. **BID RIGGING** 5
- 4. **CONTRACT AWARD** 5
- 5. **CONTRACTOR LICENSE**..... 5
- 6. **CHANGED CONDITIONS** 5
 - A. **DIFFERING SITE CONDITIONS**..... 5
 - B. **SUSPENSIONS OF WORK ORDERED BY THE ENGINEER** 6
 - C. **SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**..... 6
- 7. **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**..... 7
- 8. **BUY AMERICA**..... 7
- 9. **QUALITY ASSURANCE**..... 7
- 10. **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**..... 7
- 11. **FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS** 7
- 12. **DBE RUNNING TALLY OF ATTAINMENTS** 7
- 13. **FEMALE AND MINORITY GOALS** 20
- 14. **TITLE VI ASSURANCES**..... 21
- 15. **USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)**..... 22
- 16. **FEDERAL TRAINEE PROGRAM**..... 22

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, click [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

B. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

C. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

D. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

E. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

A. **Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for

- the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Moreno Valley the sum of \$ 1300.00 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

FHWA-1273 -- Revised May 1, 2012

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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13. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA	
	CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	16.1
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
178	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA	26.1

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
181	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
CA San Diego	18.2	
	Non-SMSA Counties	
	CA Imperial	

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive

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possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special
Provisions (to be used when
applicable)

16. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

Before starting work, submit to the City of Moreno Valley :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Moreno Valley approval for this submitted information before you start work. The City of Moreno Valley credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Moreno Valley and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Moreno Valley reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.

FEDERAL WAGE RATES

Attachment: Agreement [Revision 2] (4122 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC,

AToM ENGINEERING CONSTRUCTION, INC.

July 24, 2020

TO: Anna Chacon
City of Moreno Valley
14177 Fredrick St.
Moreno Valley, CA 92553

RE: Bid Withdrawl
Upgrade Existing Marked Crosswalks on Various Arterials
Bid Date: 7/23/2020 2:00 pm

Ms. Chacon,

Upon review of the above referenced bid submitted on July 23, 2020 at 1:14 pm it appears a clerical error was made in the entry of our price in the electronic submission process. Attached is our bid spread sheet showing our intended price for item #4 to be 188,398.00. Unfortunately, only 88,398.00 was entered. This error substantially alters our intended price for this project.

Therefore AToM Engineering Construction Inc. respectfully requests that our bid be withdrawn at this time.

Regretfully,



Larry Boyer
Owner / Secretary
AToM Engineering Construction Inc.



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 1, 2020

TITLE: AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR GUARDRAIL UPGRADES VARIOUS LOCATIONS, PROJECT NO. 808 0027

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to Alcorn Fence Company, 6455 Pedley Rd., Riverside, CA 92509, for the Guardrail Upgrades Various Locations project and authorize the City Manager to execute a contract with Alcorn Fence Company in substantial conformance with the attached contract in the amount of \$506,491.24 for the construction of the project, funded by Highway Safety Improvement Program (HSIP) grant;
2. Authorize the issuance of a Purchase Order for Alcorn Fence Company in the amount of \$557,141.24 (bid amount plus a contingency) when the contract has been signed by all parties; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract, but not exceeding the total contingency of \$50,650.00, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Alcorn Fence Company for the construction of the Guardrail Upgrades Various Locations project to reduce traffic fatalities and serious injuries on public roads. Improvements generally consist of removing existing guardrails and install new guardrails with standard height and end treatments to enhance safety for drivers. This project is fully funded by the federal Highway Safety Improvement Program (HSIP) grant.

DISCUSSION

The project consists of the removal of existing outdated metal guardrails and installation of approximately 4,960 feet of new guardrails with standard height and end treatments at twenty (20) locations citywide. The project also includes the installation of traffic signs and delineators along the new guardrails to meet federal and local requirements. In this project, guardrails are generally installed along the edge of pavement to reduce the severity of run-off-road collisions or into steep slopes or drainage ditches. Guardrails are also installed as a safety barrier in front of fixed objects such as utility poles, bridge piers, and storm drain headwalls, when installed per recommended standards. They help lessen the severity of potential crashes and make roads safer.

On March 21, 2017, City Council accepted the California Department of Transportation’s HSIP Cycle 8 grant award in the amount of up to \$779,900 in federal funds for implementing this guardrail upgrades project. The project design and bidding documents were completed in June 2020 by the in-house engineering staff as a cost savings solution for the City.

The project was advertised for construction bids on July 7, 2020 and formal bidding procedures were followed in conformance with the Public Contract Code. Three (3) bids were received via the electronic bid management system, PlanetBids, on August 6, 2020 as follows:

<u>CONTRACTORS</u>	<u>Base Bid</u>
1. Alcorn Fence Company	\$506,491.24
2. VCI Utility Services, LLC	\$531,579.70
3. AZ Construction Inc. dba Fence Company	\$583,660.00

The lowest responsible bidder was determined by comparing the cumulative total for all bid items as stipulated in the bidding documents. Staff has reviewed the bid by Alcorn Fence Company and finds it to be the lowest responsible bidder in possession of a valid contractor license and bid bond. No outstanding issues were identified through review of the references submitted by Alcorn Fence Company in their bid.

A contingency of approximately 10% of the bid amount (\$50,650.00) is recommended to account for any changed field condition that may have occurred during the period between the completion of the engineering design work and construction start.

The California Department of Transportation (Caltrans) has determined this project is a Categorical Exclusion under the National Environmental Policy Act (NEPA), Section 23 CFR 771.117(b). The Planning Division of the Community Development Department has determined that this project is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301(c) (Existing Facilities), Article 19, commencing with Section 15300.

Approval of the recommended actions would support Objective 4 of the Momentum

MoVal Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely construction of the Guardrail Upgrades Various Locations project to enhance safety for drivers on public roads.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will delay construction of the Guardrail Upgrades Various Locations project and may result in loss of grant funding.*

FISCAL IMPACT

This project is funded by the federal Highway Safety Improvement Program (HSIP). There is no impact to the General Fund.

PROJECT BUDGET:

Capital Projects Grants (2301-70-76-80008-720199) (Project No. 808 0027-2301-99).....	<u>\$700,000</u>
Total.....	<u>\$700,000</u>

ESTIMATED PROJECT COSTS:

Construction (including contingency).....	\$557,142
Construction Engineering	\$60,000
Project Administration/Inspection*	<u>\$80,000</u>
Total	<u>\$697,142</u>

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

PROJECT SCHEDULE:

Construction Fall 2020 to Spring 2021

NOTIFICATION

Prior to construction, utilities, adjacent property owners, business owners, law enforcement, fire department, churches, public transportation, and other emergency service responders in the area will be notified in a timely manner of the proposed construction and roadway closure.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Quang Nguyen, P.E.
Senior Engineer

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

Concurred By:
Henry Ngo, P.E.
Capital Projects Division Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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. Location Map
- 2. Agreement

APPROVALS

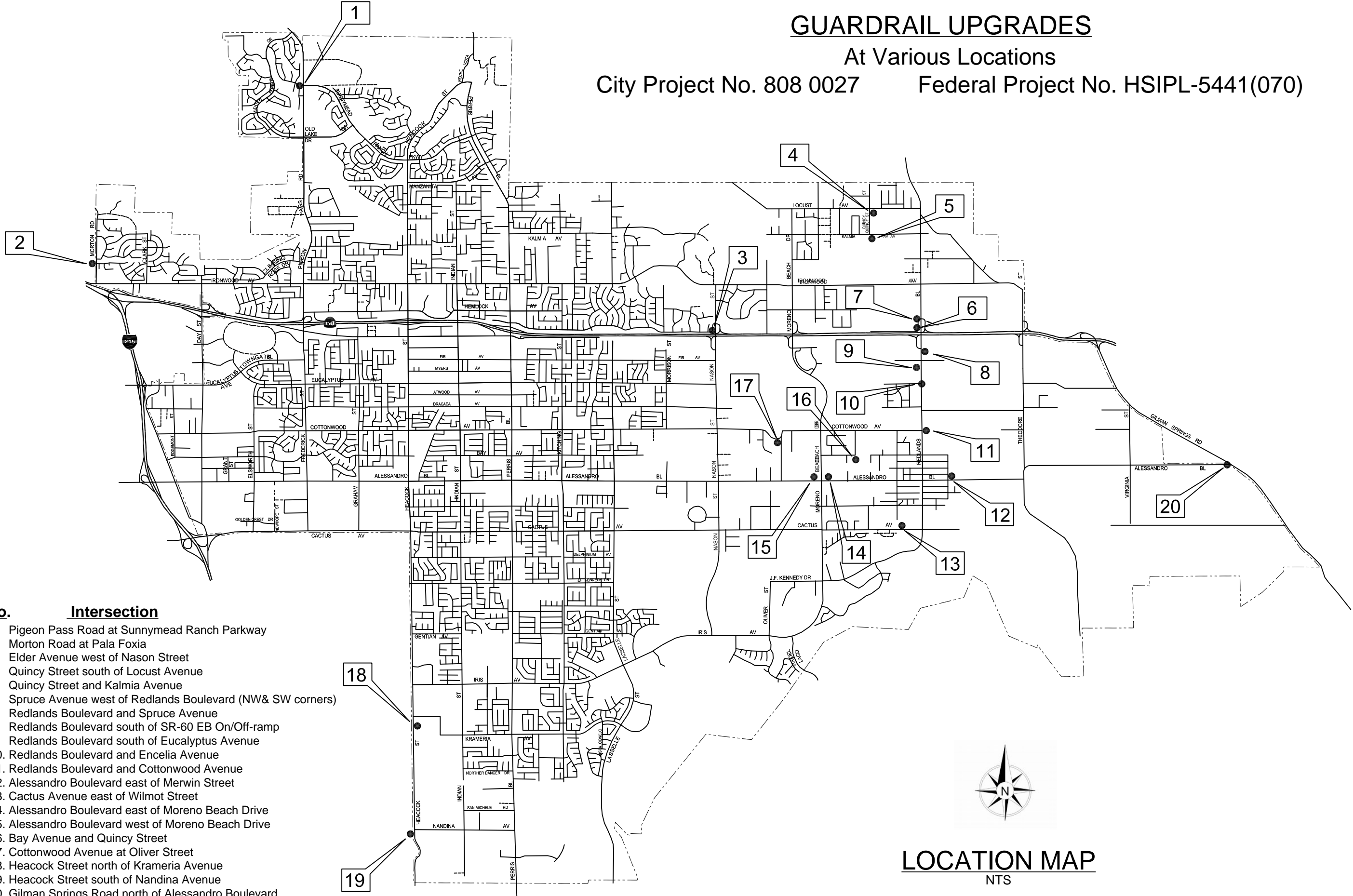
Budget Officer Approval	<u>✓ Approved</u>	8/21/20 8:51 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:52 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:14 AM

GUARDRAIL UPGRADES

At Various Locations

City Project No. 808 0027

Federal Project No. HSIPL-5441(070)



No. Intersection

- 1. Pigeon Pass Road at Sunnymead Ranch Parkway
- 2. Morton Road at Pala Foxia
- 3. Elder Avenue west of Nason Street
- 4. Quincy Street south of Locust Avenue
- 5. Quincy Street and Kalmia Avenue
- 6. Spruce Avenue west of Redlands Boulevard (NW & SW corners)
- 7. Redlands Boulevard and Spruce Avenue
- 8. Redlands Boulevard south of SR-60 EB On/Off-ramp
- 9. Redlands Boulevard south of Eucalyptus Avenue
- 10. Redlands Boulevard and Encelia Avenue
- 11. Redlands Boulevard and Cottonwood Avenue
- 12. Alessandro Boulevard east of Merwin Street
- 13. Cactus Avenue east of Wilmot Street
- 14. Alessandro Boulevard east of Moreno Beach Drive
- 15. Alessandro Boulevard west of Moreno Beach Drive
- 16. Bay Avenue and Quincy Street
- 17. Cottonwood Avenue at Oliver Street
- 18. Heacock Street north of Krameria Avenue
- 19. Heacock Street south of Nandina Avenue
- 20. Gilman Springs Road north of Alessandro Boulevard

Attachment: Location Map (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

Agreement No. _____

AGREEMENT**CITY PROJECT NO. 808 0027, FEDERAL PROJECT NO. HSIPL-5441(070)
GUARDRAIL UPGRADES
Various Locations**

THIS Agreement, effective as of the date signed by the City of Moreno Valley, is by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and **Alcorn Fence Company**, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following, which are incorporated herein by this reference:
- A. Any and all Contract Change Orders issued after execution of this Agreement
 - B. This Agreement
 - C. Addenda Nos. **1** inclusive, issued prior to the opening of the Bids
 - D. Federal Provisions and Requirements
 - E. Any Federal Certifications, documentation and reports as required, including but not limited to Non-Lobbying Certification, Disclosure of Lobbying Activities, Equal Employment Opportunity Certification, Debarment and Suspension Certification.
 - F. City of Moreno Valley Supplementary General Conditions, including Exhibit 12-G and FHWA 1273 – Revised May 1, 2012, Required Federal-Aid Contract Language and Federal Wage Rates current as of the Bid Deadline.
 - G. The bound Contract Documents that includes City Special Provisions, including the General Provisions and Technical Provisions
 - H. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
 - I. Reference Specifications/Reference Documents other than those listed in paragraph 2, below
 - J. Project Plans
 - K. City Standard Plans
 - L. Caltrans Standard Plans
 - M. Contractor's Certificates of Insurance and Additional Insured Endorsements
 - N. Contractor's Bidder's Proposal and Subcontractor Listing, Exhibit 12-B - Bidder's List of Subcontractors (DBE and Non-DBE)
 - O. Exhibit 15-G - Construction Contract DBE Commitment

In the event of conflict or discrepancy between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor prior to the Bid Deadline for informational purposes:

A. None

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items awarded by the City is Five Hundred Six Thousand Four Hundred Ninety-One and 24/100 Dollars (\$506,491.24) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

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

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **Sixty (60) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **fifteen (15) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

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

- Submitting and obtaining approval of critical required submittals
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

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

B. Notice to Proceed with Construction. After all preconstruction requirements are met, materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, and a delivery date for the materials is scheduled, the City will issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

Liquidated damages are owed automatically and without notice of any kind upon the accrual of each day of delay. City may at any time deduct liquidated damages as are payable hereunder from money due or to become due to Contractor, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety. Neither the City's failure or delay in deducting liquidated damages from payments otherwise due Contractor, nor City's failure or delay in notifying Contractor of the accrual of liquidated damages, shall be deemed a waiver of City's right to liquidated damages.

City's rights under this Section shall not be interpreted as precluding or limiting: (1) any right or remedy of City arising from an event of Contractor default other than a failure to complete the Work within the Contract Time; or (2) City's right to order an acceleration, at Contractor's expense, of performance of the Work to overcome delay, including, without limitation, a delay for which City has the right to assess and/or accrue liquidated damages. The availability of liquidated damages shall not limit City's right to terminate the Contractor's performance and accrual and/or assessment of liquidated damages does not constitute a waiver of such rights.

6.2. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

6.3. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section **3-5** of the Special Provisions.

7. INSURANCE.

7.1. General. The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. Additional Insured Endorsements. The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD, and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or

3. Substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 313.3 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;

- (b) Financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) A claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved, the Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
- (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) The Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A:VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent

contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 3-13.3 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. Business Automobile Liability. Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. Workers' Compensation. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. Subcontractors' Insurance. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. BONDS. The Contractor shall provide two surety bonds. The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment

of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the Contract. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the Contractor and its Surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

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

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;
- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act,

- omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by the Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
 - N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
 - O. Infringement of any patent rights, licenses, copyrights, or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
 - P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless **exclude** only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

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

10.4. **Intent of Parties Regarding Scope of Indemnity.** It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity, or hold harmless provisions in the Contract Documents are found to be ambiguous or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

10.6. **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. **No Limitation or Waiver of Rights.** Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. **Withholding to Secure Obligations.** In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. **Survival of Indemnity Obligations.** Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs, and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

CITY OF MORENO VALLEY, Municipal Corporation

Alcorn Fence Company

BY: _____
Mike Lee, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement (4118) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

CONTRACTOR'S BONDS

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

Contractor's Bond
00600

City of Moreno Valley Project No. 808 0027
Federal Project No. HSIPL-5441(070)

BOND NO. _____

PREMIUM \$ _____

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

**CITY PROJECT NO. 808 0027, FEDERAL PROJECT NO. HSIPL-5441(070)
GUARDRAIL UPGRADES
Various Locations**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Alcorn Fence Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0027**, and all Contract Documents are hereby referred to and made a part hereof; and

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond
00601-1

Attachment: Agreement (4118) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

(Notary Seal)

Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

PREMIUM \$ _____

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

**CITY PROJECT NO. 808 0027, FEDERAL PROJECT NO. HSIPL-5441(070)
GUARDRAIL UPGRADES
Various Locations**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Alcorn Fence Company**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 808 0027**, and Contract Documents are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

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

(SIGNATURE PAGE FOLLOWS)

Labor and Material Payment Bond
00601-1

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20____.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

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

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

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

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

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

**CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

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).

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
 (For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, click [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

Attachment: Agreement (4118) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for

the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Moreno Valley the sum of \$ 500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT
PROVISIONS FOR FEDERAL-AID
CONSTRUCTION CONTRACTS**

FHWA-1273 -- Revised May 1, 2012

Attachment: Agreement (4118 : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

Attachment: Agreement (4118) : AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO ALCORN FENCE COMPANY FOR

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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13. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA	
	CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA	16.1
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	26.1
	2840 Fresno, CA	

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	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive

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possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR’s noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special
Provisions (to be used when
applicable)

16. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0 .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

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Before starting work, submit to the City of Moreno Valley :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Moreno Valley approval for this submitted information before you start work. The City of Moreno Valley credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of Moreno Valley and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of Moreno Valley reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

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Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 1, 2020

TITLE: AMEND THE ADOPTED CAPITAL IMPROVEMENT PLAN
BY ADDING THE ELECTRICAL SWITCH 61
RECONFIGURATION PROJECT

RECOMMENDED ACTION

Recommendations:

1. Amend the City's two-year Adopted Capital Improvement Plan by adding the Electrical Switch 61 Reconfiguration Project into Fiscal Year 2020/21.
2. Authorize the use of \$225,000 in FY 2020/21 of unused funds from completed 2019 lease revenue bond projects.

SUMMARY

An existing above-ground, pad-mounted electrical switch located on the east side of Lasselle Street, just south of Kentucky Derby Drive, has been hit by vehicular traffic repeatedly over the years, causing electrical outages to hundreds of Moreno Valley Utility residential customers. Staff is recommending placing the electrical switch underground in a vault in order to prevent damage to the switch and thus prevent subsequent outages as a result of vehicular accidents in the area. The funding for this project is from the savings realized from completed 2019 lease revenue bond projects.

DISCUSSION

Moreno Valley Utility's Electrical Switch 61, an above-ground, pad-mounted switch, is located within street parkway on the east side of Lasselle Street, 250 feet south of Kentucky Derby Drive. This switch has been struck by vehicles on numerous occasions over the years. Efforts to protect the above-ground switch by installation of a guard rail after the first incident, has proven to be ineffective. These accidents have resulted in electric service interruptions to over 200 residential customers for extended periods.

The most cost-effective solution is to replace the above-ground, pad-mounted electrical switch with a sub-surface switch. This will require the installation of a new vault and an underground switch. The work will require removal of the existing above-ground switch and rearrangement of underground conduits, cables, terminations, and splices.

Staff recommends adding this project to the City’s two-year Adopted Capital Improvement Plan, into FY 2020/21, using eligible funds from Fund 6011 (Electric Restricted Assets Funds).

ALTERNATIVES

- 1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow Moreno Valley Utility to take measures to protect its infrastructure and reduce the number of electrical outages.*
- 2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will prevent Moreno Valley Utility from taking measures to protect its infrastructure and reduce the number of electrical outages.*

FISCAL IMPACT

There is no net change in fiscal impact as the funding source for this project is from savings realized from completed 2019 lease revenue bond projects.

Description	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
6011-MVU Restricted	GL-6011-70-80-80005-720199 Project 805 0057 6011 99	Exp	\$0 \$0	\$225,000 \$225,000	\$225,000 \$225,000
6011-MVU Restricted	GL-6011-70-80-80005-720199 Project 805 0044 6011 99	Exp	\$440,980.07	(\$225,000)	\$215,980.07

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Jeannette Olko
Electric Utility Division Manager

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2022 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

- 1. Electrical Switch S61 Reconfiguration CIP Sheet

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/24/20 12:22 PM
City Attorney Approval	<u>✓ Approved</u>	8/24/20 12:22 PM
City Manager Approval	<u>✓ Approved</u>	8/24/20 1:06 PM

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

<p>Project Title: Electrical Switch 61 Reconfiguration</p> <p>Department / Division: Public Works Department / Electric Utility Division</p>	<p>Project Status:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Deleted</p> <p><input type="checkbox"/> In Progress <input type="checkbox"/> On Hold</p> <p><input type="checkbox"/> Completed</p>	<p>Project Priority in CIP Category:</p> <p><input checked="" type="checkbox"/> Essential (Start within 1 yr)</p> <p><input type="checkbox"/> Necessary (Start within 1 to 3 yrs)</p> <p><input type="checkbox"/> Desirable (Start within 3 to 5 yrs)</p> <p><input type="checkbox"/> Deferrable (Start within 5 to 10 yrs)</p>
<p>Project Description: This project will replace an above-ground 12KV PME Switch with a sub-surface switch for reliability improvement.</p> <p>Environmental: September 2020 to October 2020 Design: September 2020 to October 2020 Bid / Award: November 2020 to January 2021 Construction: February 2021</p> <p>Justification or Significance of Improvement: Existing pad-mounted above-ground electrical switch #S61, located on the east side Lasselle Street 250 feet south of Kentucky Derby Drive, has been struck by vehicles on multiple occasions, despite the installation of a guard-rail to protect the equipment after the first incident. This has interrupted electric service to over 200 residential customers for extended periods, each time. The most cost-effective solution is to replace the above-ground 12KV PME Switch with a sub-surface switch. This will require the installation of a new vault and an underground gas switch. It will include removal of the above ground switch and rearrangement of underground conduits, cables and terminations/splices.</p> <p>Estimated Maintenance Costs: Ongoing maintenance costs are built into Moreno Valley Utility's rate structure as part of the cost to serve.</p>	<p>Project Location Map:</p> <p>Council District(s):</p> <p><input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input checked="" type="checkbox"/> District 4</p>	

E-XX

Life-to-Date Expenditures Through FY 2020/2021:			FY 19/20 - FY 20/21 Budget					
PROJECT PHASE	Budget FY 2020/2021		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.				1,000				1,000
Design				6,000				6,000
Right of Way				218,000				218,000
Construction								
Other								
PROJECT TOTAL	0		0	225,000	0	0	0	225,000
FUNDING SOURCE	Budget FY 2020/2021		New Request FY 2019/2020	New Request FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024 and Beyond	Total
6011				225,000				225,000
REVENUE TOTAL	0		0	225,000	0	0	0	225,000

Attachment: Electrical Switch S61 Reconfiguration CIP Sheet (4117 : AMEND THE ADOPTED CAPITAL



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 1, 2020

TITLE: APPROVAL OF COMMUNITY ENHANCEMENT OFFICERS
POSITION CONTROL ROSTER CHANGES AND JOB
CLASSIFICATION UPDATES

RECOMMENDED ACTION

Recommendation:

1. Authorize the Community Development Department to retitle the Community Enhancement Officer to Senior Community Enhancement Officer
2. Authorize the reclassification of one vacant Code Compliance Officer I to a Community Enhancement Officer I.
3. Authorize the reclassification of one vacant Community Enhancement Officer to a Community Enhancement Officer II.
4. Approve the Job Classifications for Senior Community Enhancement Officer, Community Enhancement Officer II, and Community Enhancement Officer I.
5. Update the Position Control Roster to reflect these changes.

SUMMARY

This report recommends the City Council authorize Human Resources, on behalf of the Community Development Department modify and expand the positions related to the new Community Enhancement Officer operations.

As new demands begin to develop within the community, these positions will focus on being proactive to address items throughout the entire City by responding to requests such as, but not limited to, fireworks, homeless issues, and illegal vendors. These retitled positions will assist with providing more comprehensive code enforcement while

using a proactive approach to community concerns. As these changes are administrative modifications related to currently vacant positions, these changes will not increase the position control roster or increase the budget.

DISCUSSION

The City Position Summary, as amended by the City Council, serves as an important internal control tool for City Council to establish authorized positions while enabling staff to manage within the authorized and funded positions. The City Position Summary addresses career authorized positions and does not include temporary positions. As a result of operational changes, it is requested that these positions be adjusted based on current and projected demands for the positions and services.

Staff recommends the following updates to the City Position Summary:

1. Retitle one Community Enhancement Officer (C22 \$65,723.42 – \$92,534.62) to a Senior Community Enhancement Officer (C22 \$65,723.42 – \$92,534.62).
2. Reclass one Community Enhancement Officer (C22 \$65,723.42 – \$92,534.62) to a Community Enhancement Officer II (C20 \$59,613.01 – \$83,931.54).
3. Reclass one Code Compliance Officer I (C18 \$54,070.64 - \$76,128.42) to a Community Enhancement Officer I (C18 \$54,070.64 - \$76,128.42).

As mentioned above, these retitled positions will facilitate the City's ability to align the services with operational changes and community needs. These positions are currently vacant and have been authorized to be filled at a salary level in the current FY 2020/21 budget. Any position savings may be allocated to services such as additional contracted cleanup efforts.

ALTERNATIVES

- Approve Recommended Actions as set forth in this staff report, including the approval of the City Position Summary for FY 2020/21. The approval of these positions will allow ongoing activities to be carried out in the current fiscal year. *Staff recommends this alternative.*
- Do not approve proposed Recommended Actions as set forth in this staff report, including the approval of the City Position Summary for FY 2020/21. *Staff does not recommend this alternative.*

FISCAL IMPACT

The positions can be filled at the same salary level approved within the current budget. No budget adjustment is being requested.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Steve Alvarado
Code & Neighborhood Services Division Manager

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Class Specification - Community Enhancement Officer I
- 2. Class Specification - Community Enhancement Officer II
- 3. Class Specification - Senior Community Enhancement Officer

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/25/20 12:45 PM
City Attorney Approval	<u>✓ Approved</u>	8/25/20 12:45 PM
City Manager Approval	<u>✓ Approved</u>	8/25/20 12:57 PM

City of Moreno Valley

CLASS SPECIFICATION
Community Enhancement Officer I

GENERAL PURPOSE

Under general supervision, works closely with City code compliance and community enhancement staff, task forces, police department staff, fire inspectors, building officials and representatives of other governmental agencies to investigate and enforce state and municipal codes and ordinances; serves as lead inspector/patrol and provides work direction and guidance to subordinate officers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer I is a public safety position responsible for the positive enforcement of laws, rules and regulations pertaining to City Codes, rules and regulations. Community Enhancement Officer I monitors City facilities and public space to enforce City rules, regulations and City codes, record and report violations of regulations and ordinances governing the use of the park facilities, and respond to emergency situations.

Community Enhancement Officer I is distinguished from Community Enhancement Officer II classe in that Community Enhancement Officer I focus on field patrols, inspection, citations, and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions. The Community Enhancement Officer II series have journey-level knowledge, handle more complex inspections and cases and provide training to new officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Investigates and enforces state and municipal codes; prepares case files and investigative reports for civil or criminal prosecution, receivership, injunctive relief or other administrative proceedings; prepares site plans, diagrams and drawings to correlate findings; prepares affidavits to support inspection or abatement warrants; organizes and tracks case files for cost recovery.
2. Investigates code cases and business license inspections, re-inspections and investigations to ensure compliance with City municipal codes; investigates and determines existence and type of municipal code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; responds to hazardous materials calls on public and private property and takes appropriate action; maintains an active caseload and documents investigations and inspections made. Works closely with the Senior Community Enhancement Officer to keep them informed caseloads.

3. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal codes; represents the City in public and community meetings and provides information to the public on City code compliance policies and regulations; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; performs sweeps and special details with police staff, code officers, fire inspectors, building officials and representative of other governmental agencies; represents the City in court and at administrative hearings and testifies regarding code violations.
4. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.
5. Patrols and monitors activities at City facilities and throughout the City to enforce established rules, regulations and City codes and ordinances.
6. Reports and cites parking and other City ordinance violations including administrative citations.
7. Reports destruction or defacement of city and public facilities; reports unsafe or unlawful acts or situations; provides positive enforcement through counseling sessions with violators or through issuance of citations.
8. Notifies other City departments and other agencies regarding City problems and patrol complaints.
9. Provides information, direction and assistance to the public; provides emergency services, including CPR and first-aid, as necessary.
10. Works cooperatively and effectively with the public and other departments.

OTHER DUTIES

1. Performs user-level maintenance of assigned City vehicles.
2. Assists Code Compliance Officers, Park Rangers and other City staff as necessary.
3. Participates on special task force and outreach projects as assigned.
4. Attends a variety of meetings, seminars and conferences.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Principles, practices and trends of zoning and building code enforcement and Principles and methods of research and investigation related to enforcement.

3. Applicable City ordinances, department rules and regulations and county and state codes and laws.
4. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
5. General security practices and laws regarding search and seizure.
6. Principles and methods of research and investigation related to code enforcement.
7. Effective public relations practices.
8. Evidentiary requirements for courts of law.
9. Basic first-aid, CPR and self-defense techniques.

Ability to:

1. Understand, interpret and enforce municipal codes.
 2. Organize, coordinate, direct and participate in the investigation of potential municipal code violations.
 3. Coordinate work assignments with other divisions, departments and agencies.
 4. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
 5. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
 6. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
 7. Establish and maintain effective working relationships with City management, staff, representative of other agencies, citizen and community groups, lending and financial institutions and others encountered in the course of work.
 8. Learn and apply relevant municipal and penal code sections and City rules and regulations.
1. Recognize conditions that constitute code violations.
 2. Apply practical judgment and critical reasoning to enforcement and information-gathering situations.
 3. Analyze potential code violations accurately and adopt effective resolution processes.
 4. Research and interpret building and municipal codes.
 5. Calmly and effectively confront possible dangerous and/or emotionally tense situations.
 6. Understand and follow written and oral instructions.
 7. Maintain accurate records and prepare clear and concise reports and documentation.
 8. Safely operate City vehicles and practice courteous driving practices.

9. Operate office business machines, including personal computers.
10. Communicate clearly and concisely, both orally and in writing, and speak effectively in public.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and one year of code or parking enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience. . Supplemental course work in Administration of Justice or security procedures and operations is desirable, Bilingual ability (English/Spanish) is desirable.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Advanced first-aid and CPR certificates or the ability to obtain them within six months of date of hire.

Current, valid California Penal Code 832 Peace Officer Training Certification, and Government Code Section 1031, a course on the laws of arrest and search and seizure, within six months of date of hire.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds; handle and feel computers and standard business equipment; the employee is frequently required to stand and walk; and the employee is required to drive a vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus and determine colors.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed outside in seasonal climate and weather conditions, exposed to noise, dust, dirt and odors. The employee may work near moving traffic, and may be exposed to dangerous materials, situations and persons. The noise level is occasionally loud.

The employee must be able to work rotating shifts, nights, weekends, holidays and overtime. May be required to cover activities at any time within a 24 hour day.

City of Moreno Valley

CLASS SPECIFICATION
Community Enhancement Officer II

GENERAL PURPOSE

Under general supervision of the Code Division Manager and Senior Code/Community Enhancement Officers, works closely with City code compliance and community enhancement staff, task forces, police department staff, fire inspectors, building officials and representatives of other governmental agencies to investigate and enforce state and municipal codes and ordinances; serves as lead inspector/patrol and provides work direction and guidance to subordinate officers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer II is a public safety position responsible for the positive enforcement of laws, rules and regulations pertaining to City Codes, rules and regulations. Community Enhancement Officer I monitors City facilities and public space to enforce City rules, regulations and City codes, record and report violations of regulations and ordinances governing the use of the park facilities, and respond to emergency situations.

Community Enhancement Officer II is distinguished from Senior Community Enhancement Officer classe in the professional community enhancement/code compliance planning series in that Community Enhancement Officer II focus on field patrols, inspection, citations, and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions. The Community Enhancement Officer II series have journey-level knowledge, handle more complex inspections and cases as well as provide training to new officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides lead work direction and guidance to subordinate staff; prepares work schedules and assigns overtime as needed; assists management in training and evaluating new officers; interprets municipal codes and state and local ordinances to staff; ensures staff meet assigned deadlines and performance standards; provides backup to assigned officers in the field on the more complex and hazardous cases; investigates and resolves citizen complaints involving field staff; ensures City vehicles and equipment are properly maintained by staff.
2. Investigates and enforces state and municipal codes; prepares case files and investigative reports for civil or criminal prosecution, receivership, injunctive relief or other administrative proceedings; prepares site plans, diagrams and drawings to correlate findings; prepares affidavits to support inspection or abatement warrants; organizes and tracks case files for cost recovery.

3. Researches and makes recommendations for the amendment of current codes and the adoption of new codes; prepares policies and procedures and drafts ordinances to improve enforcement functions.
4. Performs the more complex code compliance cases and business license inspections, re-inspections and investigations to ensure compliance with City municipal codes; investigates and determines existence and type of municipal code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; responds to hazardous materials calls on public and private property and takes appropriate action; maintains an active caseload and documents investigations and inspections made. Works closely with the Senior Community Enhancement Officer to keep them informed of caseloads. Assists in training of Community Enhancement Officer I and code volunteers, when available.
5. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal codes; represents the City in public and community meetings and provides information to the public on City code compliance policies and regulations; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; performs sweeps and special details with police staff, code officers, fire inspectors, building officials and representative of other governmental agencies; represents the City in court and at administrative hearings and testifies regarding code violations.
6. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.
7. Patrols and monitors activities at City facilities and throughout the City to enforce established rules, regulations and City codes and ordinances.
8. Reports and cites parking and other City ordinance violations including administrative citations.
9. Reports destruction or defacement of city and public facilities; reports unsafe or unlawful acts or situations; provides positive enforcement through counseling sessions with violators or through issuance of citations.
10. Notifies other City departments and other agencies regarding City problems and patrol complaints.
11. Provides information, direction and assistance to the public; provides emergency services, including CPR and first-aid, as necessary.
12. Works cooperatively and effectively with the public and other departments.
13. Serves as a team leader when the Code Manager or Senior Code/Community Enhancement Officers are not available.

OTHER DUTIES

1. Performs user-level maintenance of assigned City vehicles.
2. Assists Code Compliance Officers, Park Rangers and other City staff as necessary.
3. Participates on special task force and outreach projects as assigned.
4. Attends a variety of meetings, seminars and conferences.

QUALIFICATIONS**Knowledge of:**

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Principles, practices and trends of zoning and building code enforcement and Principles and methods of research and investigation related to enforcement.
3. Applicable City ordinances, department rules and regulations and county and state codes and laws.
4. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
5. General security practices and laws regarding search and seizure.
6. Principles and methods of research and investigation related to code enforcement.
7. Effective public relations practices.
8. Evidentiary requirements for courts of law.
9. Basic first-aid, CPR and self-defense techniques.

Ability to:

1. Understand, interpret and enforce municipal codes.
2. Organize, coordinate, direct and participate in the investigation of potential municipal code violations.
3. Coordinate work assignments with other divisions, departments and agencies.
4. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
5. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
6. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.

7. Establish and maintain effective working relationships with City management, staff, representative of other agencies, citizen and community groups, lending and financial institutions and others encountered in the course of work.
8. Learn and apply relevant municipal and penal code sections and City rules and regulations.
 1. Recognize conditions that constitute code violations.
 2. Apply practical judgment and critical reasoning to enforcement and information-gathering situations.
 3. Analyze potential code violations accurately and adopt effective resolution processes.
 4. Research and interpret building and municipal codes.
 5. Calmly and effectively confront possible dangerous and/or emotionally tense situations.
 6. Understand and follow written and oral instructions.
 7. Maintain accurate records and prepare clear and concise reports and documentation.
 8. Safely operate City vehicles and practice courteous driving practices.
 9. Operate office business machines, including personal computers.
 10. Communicate clearly and concisely, both orally and in writing, and speak effectively in public.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school or G.E.D. equivalent; and two year of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience. A two year degree in criminal justice, public or business administration is desirable. . Bilingual ability (English/Spanish) is desirable.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Advanced first-aid and CPR certificates or the ability to obtain them within six months of date of hire.

Current, valid California Penal Code 832 Peace Officer Training Certification, and Government Code Section 1031, a course on the laws of arrest and search and seizure, within six months of date of hire.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds; handle and feel computers and standard business equipment; the employee is frequently required to stand and walk; and the employee is required to drive a vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus and determine colors.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed outside in seasonal climate and weather conditions, exposed to noise, dust, dirt and odors. The employee may work near moving traffic, and may be exposed to dangerous materials, situations and persons. The noise level is occasionally loud.

The employee must be able to work rotating shifts, nights, weekends, holidays and overtime. Additional shifts shall be required to cover activities at any time within a 24 hour day.

City of Moreno Valley

CLASS SPECIFICATION
Senior Community Enhancement Officer

GENERAL PURPOSE

Under general supervision of the Code and Neighborhood Services Division Manager, works closely with City code compliance staff, task forces, police department staff, fire inspectors, building officials and representatives of other governmental agencies to investigate and enforce state and municipal codes and ordinances; serves as lead inspector/patrol and provides work direction and guidance to subordinate officers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Community Enhancement Officer is a public safety position responsible for the positive enforcement of laws, rules and regulations pertaining to City Codes, rules and regulations. The Community Enhancement Officer monitors City facilities and public space to enforce City rules, regulations and City codes, record and report violations of regulations and ordinances governing the use of the park facilities, and respond to emergency situations.

Community Enhancement Officer is further distinguished from classes in the professional community enhancement/code compliance planning series in that Community Enhancement Officers focus on field patrols, inspection, citations, and field and telephonic interaction with citizens, business owners, property owners and the public to ensure compliance with municipal and building code provisions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides lead work direction and guidance to subordinate staff; prepares work schedules and assigns overtime as needed; assists management in training and evaluating new officers; interprets municipal codes and state and local ordinances to staff; ensures staff meet assigned deadlines and performance standards; provides backup to assigned officers in the field on the more complex and hazardous cases; investigates and resolves citizen complaints involving field staff; ensures City vehicles and equipment are properly maintained by staff.
2. Investigates and enforces state and municipal codes; prepares case files and investigative reports for civil or criminal prosecution, receivership, injunctive relief or other administrative proceedings; prepares site plans, diagrams and drawings to correlate findings; prepares affidavits to support inspection or abatement warrants; organizes and tracks case files for cost recovery.
3. Researches and makes recommendations for the amendment of current codes and the adoption of new codes; prepares policies and procedures and drafts ordinances to improve enforcement functions.

4. Performs the more complex code compliance and business license inspections, re-inspections and investigations to ensure compliance with City municipal codes; investigates and determines existence and type of municipal code violations and recommends corrective actions to bring about compliance; determines time frames for compliance achievement; issues verbal warnings, notices of violation, notices to abate nuisances and administrative citations in accordance with City Municipal Codes, administrative policies and division policies; issues notices of non-compliance; responds to hazardous materials calls on public and private property and takes appropriate action; maintains an active caseload and documents investigations and inspections made.
5. Answers inquiries from and advises property owners, builders and the public regarding compliance with City municipal codes; represents the City in public and community meetings and provides information to the public on City code compliance policies and regulations; responds to citizen complaints regarding potential code violations; conducts research regarding property ownership, current and past permits and applications and applicable codes; coordinates code enforcement actions with other City departments and other governmental agencies when necessary; performs sweeps and special details with police staff, code officers, fire inspectors, building officials and representative of other governmental agencies; represents the City in court and at administrative hearings and testifies regarding code violations.
6. Maintains accurate, complete records of complaints, inspections, violations and citations; prepares periodic written reports detailing code enforcement activity.
7. Patrols and monitors activities at City facilities and throughout the City to enforce established rules, regulations and City codes and ordinances.
8. Reports and cites parking and other City ordinance violations.
9. Reports destruction or defacement of city and public facilities; reports unsafe or unlawful acts or situations; provides positive enforcement through counseling sessions with violators or through issuance of citations.
10. Notifies other City departments and other agencies regarding City problems and patrol complaints.
11. Provides information, direction and assistance to the public; provides emergency services, including CPR and first-aid, as necessary.
12. Works cooperatively and effectively with the public and other departments.

OTHER DUTIES

1. Performs user-level maintenance of assigned City vehicles.
2. Assists Code Compliance Officers, Park Rangers and other City staff as necessary.
3. Participates on special task force and outreach projects as assigned.
4. Attends a variety of meetings, seminars and conferences.

QUALIFICATIONS

Knowledge of:

1. City, county, state and federal laws and regulations and municipal codes relating to building, permits, public health, public safety, peace and public nuisance.
2. Principles, practices and trends of zoning and building code enforcement and Principles and methods of research and investigation related to enforcement.
3. Applicable City ordinances, department rules and regulations and county and state codes and laws.
4. Methods, procedures and techniques used in the identification, interpretation and enforcement of a wide variety of code violations.
5. General security practices and laws regarding search and seizure.
6. Principles and methods of research and investigation related to code enforcement.
7. Effective public relations practices.
8. Evidentiary requirements for courts of law.
9. Basic first-aid, CPR and self-defense techniques.

Ability to:

1. Understand, interpret and enforce municipal codes.
 2. Organize, coordinate, direct and participate in the investigation of potential municipal code violations.
 3. Coordinate work assignments with other divisions, departments and agencies.
 4. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
 5. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
 6. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
 7. Establish and maintain effective working relationships with City management, staff, representative of other agencies, citizen and community groups, lending and financial institutions and others encountered in the course of work.
 8. Learn and apply relevant municipal and penal code sections and City rules and regulations.
1. Recognize conditions that constitute code violations.
 2. Apply practical judgment and critical reasoning to enforcement and information-gathering situations.
 3. Analyze potential code violations accurately and adopt effective resolution processes.

4. Research and interpret building and municipal codes.
5. Calmly and effectively confront possible dangerous and/or emotionally tense situations.
6. Understand and follow written and oral instructions.
7. Maintain accurate records and prepare clear and concise reports and documentation.
8. Safely operate City vehicles and practice courteous driving practices.
9. Operate office business machines, including personal computers.
10. Communicate clearly and concisely, both orally and in writing, and speak effectively in public.

Education, Training and Experience:

Two years of code enforcement experience involving public contact in a municipal setting; or an equivalent combination of training and experience. An Associate's Degree with course work in Administration of Justice, Public Administration or Business Administration is required. Bilingual ability (English/Spanish) is desirable.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

Must be able to obtain California Department of Public Health (CDPH) certification as a Health Inspector.

Advanced first-aid and CPR certificates or the ability to obtain them within six months of date of hire.

Current, valid California Penal Code 832 Peace Officer Training Certification, and Government Code Section 1031, a course on the laws of arrest and search and seizure, within six months of date of hire.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100 pounds; handle and feel computers and standard business equipment; the

employee is frequently required to stand and walk; and the employee is required to drive a vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus and determine colors.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City management, staff, property and business owners, vendors, the public and others encountered in the course of work, some of whom may be dissatisfied or quarrelsome.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed outside in seasonal climate and weather conditions, exposed to noise, dust, dirt and odors. The employee may work near moving traffic, and may be exposed to dangerous materials, situations and persons. The noise level is occasionally loud.

The employee must be able to work rotating shifts, nights, weekends, holidays and overtime. Additional shifts shall be required to cover activities at any time within a 24 hour day.

Attachment: Class Specification - Senior Community Enhancement Officer (4144 : APPROVAL OF COMMUNITY ENHANCEMENT OFFICERS



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 1, 2020

TITLE: SECOND READING OF A MUNICIPAL CODE AMENDMENT TO AMEND OR DELETE VARIOUS SECTIONS OF TITLE 9 AND TITLE 11 REGARDING COMMERCIAL CANNABIS ACTIVITIES. (ORD. NOS. 968 AND 969)

RECOMMENDED ACTION

Recommendation:

Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance Nos. 968 and 969.

SUMMARY

This report recommends adoption of Ordinance No. 968, introduced at the City Council meeting of July 7, 2020, amending Sections 9.02.020 “Permitted Uses” and 9.09.290 “Commercial Cannabis Activities” of Title 9 “Planning and Zoning” and deleting Sections 9.02.135 “Commercial Nonmedical Marijuana Use” and 9.09.293 “Cannabis Business Location and Use”. The minor amendments are necessary to clarify regulations for the permitting process and to create consistency with Title 5 Business Regulations provisions pertaining to commercial cannabis.

This report also recommends adoption of Ordinance No. 969, introduced at the City Council meeting of July 7, 2020, deleting Chapter 11.10 “Medical Marijuana Dispensaries” of Title 11. The deletion of this Chapter is necessary to maintain consistency with the changes being made to Title 9.

These technical amendments are necessary to clarify regulations for the permitting process, and to address discrepancies between City regulations and newer State laws and Bureau of Cannabis Control interpretations.

DISCUSSION

At the July 7th City Council meeting, the City Council introduced and conducted the first reading of Ordinance No 968 and Ordinance No. 969, voting unanimously to approve the introduction of the ordinance. The proposed Title 9 amendments and the Title 11 amendment resolve minor internal conflicts within the Municipal Code related to cannabis and/or discrepancies between City requirements and State requirements. The amended 9.02.020 “Permitted Uses” section includes an addition to the permitted uses table that corrects the table so that it is consistent with the text descriptions related to microbusinesses, and remove footnotes that are no longer relevant. The amended 9.09.290 removes the prohibition on deliveries for dispensaries for consistency with state law and removes the local requirement for fire sprinkler systems so that facility requirements will default to existing State building and fire codes to determine whether sprinklers are needed. (Note: State law allows dispensaries from outside of the City to make deliveries within City boundaries.)

Proposed Section and Chapter deletions include removal of Section 9.02.135 “Commercial Nonmedical Marijuana Use” which is now unnecessary, removal of Section 9.09.293 “Cannabis Business Locations” as these are covered elsewhere in Title 5 and Title 9; and removal of Chapter 11.10 “Medical Marijuana Dispensaries” which is now unnecessary.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 968 and Ordinance No. 969. (Staff recommends this alternative)
2. Provide alternate direction to staff.

FISCAL IMPACT

The Municipal Code Amendment modifications are administrative in nature and would have no direct fiscal impact.

NOTIFICATION

The agenda was posted in accordance with the provisions of the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Sean P. Kelleher
Senior Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Ordinance No. 968
- 2. Ordinance No. 969

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/18/20 6:43 PM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:25 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:22 AM

ORDINANCE NO. 968

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 PLANNING AND ZONING OF THE MORENO VALLEY MUNICIPAL CODE REGARDING THE LOCATION AND OPERATION OF COMMERCIAL CANNABIS ACTIVITIES RELATED TO DISPENSARIES, TESTING, CULTIVATION, MANUFACTURING, MICROBUSINESSES, AND DISTRIBUTION CENTERS

WHEREAS, the City of Moreno Valley (“City”) has the authority and the responsibility to plan and regulate the use of property within the City under its police powers; and

WHEREAS, the City desires to maintain the quality of life and character of the City’s neighborhoods and to avoid placement of land uses that could result in negative impacts of property, social, and environmental values; and

WHEREAS, establishments that engage in the dispensing, testing, cultivation and manufacturing of cannabis products may, if not properly located and regulated, adversely affect the City’s interests for its continued economic growth and vitality; and

WHEREAS, permitting the dispensing, testing, cultivation, distribution, and manufacturing of cannabis establishments without appropriate regulation and controls will have adverse impacts to the health, safety, and welfare of the City and its residents; and

WHEREAS, City Council recognizes that regulated and licensed commercial cannabis activity is permitted in the State of California, although the Federal Controlled Substances Act, 21 U.S.C. Sections 801 et seq. classifies marijuana as a Schedule 1 Drug and makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess with intent to manufacture, distribute or dispense marijuana; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local police, sanitary, and other ordinance and regulations not in conflict with general laws and has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote public health and safety; and

WHEREAS, in November, 2016, Proposition 64 was approved by the voters in California (“The Adult Use Marijuana Act”) (“AUMA”) (codified as amendments to California Health and Safety Code, Business and Professions Code, Revenue and Taxation Code and Food and Agricultural Code), establishing a comprehensive system to legalize, control and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of non-medical marijuana, including marijuana products, for use by adults 21 years of age and older, and to tax the commercial growth and retail sale of marijuana, as well as other marijuana related activities; and

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

WHEREAS, on June 27, 2017 Governor Jerry Brown signed the “Medical and Adult-Use Cannabis Regulations and Safety Act” (“MAUCRSA”) which further amends and in some parts supersedes prior statutory enactments; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City’s police power; and

WHEREAS, the City Council desires to establish reasonable zoning, land use controls and regulations on the operation of marijuana-related businesses, which land use regulations are intended in part to address the potential for negative impacts and nuisance impacts of marijuana-related businesses; and

WHEREAS, it is the intent of the City Council of Moreno Valley to maintain local control over these matters to the fullest extent permitted by law, and it is further the City Council’s intention that nothing in this ordinance shall be construed, in any way, to expand or supersede state law controlling the rights to use, sell or possess marijuana; to engage in any public nuisance; to violate federal law, or to engage in any activity in relation to the cultivation, distribution, testing or consumption of marijuana that is otherwise illegal; and

WHEREAS, the City seeks to regulate cannabis dispensaries, testing, cultivation, distribution, and manufacturing, subject to the usual application process for a Conditional Use Permit (CUP) and discretionary approval of such CUP by the Planning Commission of the City of Moreno Valley; and

WHEREAS, cannabis cultivation, manufacturing and testing shall be conditionally permitted only in the Business Park (BP), Business Park-Mixed Use (BPX) and Light Industrial (LI) zoning districts of the City, cannabis dispensaries shall be conditionally permitted only in the Community Commercial (CC), Neighborhood Commercial (NC), and Business Park-Mixed Use (BPX) zoning districts of the City, cannabis microbusinesses shall be conditionally permitted only in the Business Park-Mixed Use (BPX) zone and cannabis distribution centers shall be conditionally permitted in all five zoning districts; and

WHEREAS, this amendment of the Moreno Valley Municipal Code (MVMC) is exempt from environmental review under the California Environmental Quality Act (CEQA) Guidelines until July 1, 2019, as established with Senate Bill 94 “Medicinal and Adult-Use Cannabis Regulation and Safety Act, which exempts the adoption of a specified ordinance, rule or regulation by a local jurisdiction that requires subsequent discretionary review of permits, licenses, or other authorizations to engage in commercial cannabis activity; and

WHEREAS, the City Council now desires to clarify and amend some of those regulations by amending Title 9 “Planning and Zoning.”

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. AMENDMENT TO “PERMITTED USES” TABLE 9.02.020-1 AND DELETION OF FOOTNOTES 18-23 OF SECTION 9.02.020 “PERMITTED USES” OF MORENO VALLEY MUNICIPAL CODE

That the “Permitted Uses” Table 9.02.020-1 of Section 9.02.020 “Permitted Uses” of the Moreno Valley Municipal Code pertaining to “Commercial Cannabis Activities” is hereby amended as follows: (a) “Testing,” “Cultivation” and “Manufacturing” uses shall be permitted within the Business Park (BP), Business Park - Mixed Use (BPX) and Light Industrial (LI) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; (b) “Dispensary” uses shall be permitted in Community Commercial (CC), Neighborhood Commercial (NC), and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a CUP as set forth in the table below; (c) “Distribution Center” uses shall be permitted in Community Commercial (CC), Neighborhood Commercial (NC), Light Industrial (LI), Business Park (BP), and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; and (d) “Microbusiness” uses shall be permitted in Community Commercial (CC) and Business Park - Mixed Use (BPX) zoning districts citywide subject to the approval of a Conditional Use Permit (CUP) as set forth in the table below; and footnotes 18 through 23 of Permitted Uses Table 9.02.020-1 shall be deleted as set forth below.

**AMENDED
Permitted Uses Table 9.02.020-1**

	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	R30	MUN	MUC	MUI	NC	CC	VC	OC	O	P	I	LI	BP	BPX	OS	
Commercial Cannabis Activities																											
Cultivation																								M	M	M	
Dispensary																M	M									M	
Manufacturing																							M	M	M		
Testing																							M	M	M		
Microbusiness																	M									M	
Distribution Center																M	M						M	M	M		

Permitted Uses Table 9.02.020-1

X - Indicates stated use is permitted subject to district requirements.
 C - Indicates stated use is allowed with a conditional use permit.
 ♦ - Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.
 A - Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.
 S - Indicates a use is permitted, providing the requirements of Section 9.09.280 (Smoke shops) of this title are met. A conditional use permit is required if dictated by the distance criteria.

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

M - Indicates a use is allowed with a conditional use permit, providing the requirements of Section 9.09.290 (Commercial cannabis activities) of this title are met.

- ¹⁸ See Section 9.09.290.C.1.c (Cannabis business locations and use) a maximum of five cannabis cultivation businesses are allowed citywide.
- ¹⁹ See Section 9.09.290.C.1.a (Cannabis business locations and use) a maximum of ten (10) cannabis dispensaries are allowed citywide.
- ²⁰ See Section 9.09.290.C.1.d (Cannabis business locations and use) a maximum of five cannabis manufacturing businesses are allowed citywide.
- ²¹ See Section 9.09.290.C.1.b (Cannabis business locations and use) a maximum of two cannabis testing facilities are allowed citywide.
- ²² See Section 9.09.290.C.1.e (Cannabis business locations and use) a maximum of two cannabis microbusiness facilities are allowed citywide.
- ²³ See Section 9.09.290.C.1.f (Cannabis business locations and use) a maximum of two cannabis distribution centers are allowed citywide.

Section 3. REPEAL OF SECTION 9.02.135 “COMMERCIAL NONMEDICAL MARIJUANA USE” OF THE MORENO VALLEY MUNICIPAL CODE

That Section 9.02.135 “Commercial Nonmedical Marijuana Use” of the Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

~~9.02.135 Commercial nonmedical marijuana use.~~

~~A. Purpose and Intent. The city council finds and declares that the purpose and intent of this section is to prohibit all commercial nonmedical marijuana land uses in the city’s zoning code in order to protect the health, safety and welfare of the community. This section is not intended to interfere with a patient’s right to medical marijuana, as provided for in California Health and Safety Code Section 11362, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This section is adopted to expressly prohibit the use of real property in all zones and districts of the city of Moreno Valley for the purpose of engaging in commercial nonmedical marijuana activities such as, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of nonmedical marijuana and related products containing marijuana. This section is intended to impose temporary ban on the use of real property in the city for commercial nonmedical marijuana purposes.~~

~~B. Definitions:~~

~~1. “Commercial nonmedical marijuana uses” means any commercial or business enterprise, whether for profit or non-profit, engaged in, for example, the sale, use, storage, transport, distribution, delivery, testing, grading, marketing, processing, manufacturing, cultivation or packaging of nonmedical marijuana and related products containing marijuana.~~

~~2. “Marijuana” shall have the meaning as provided in California Health and Safety Code Section 11018.~~

~~3. “Medical marijuana” means marijuana for medical purposes upon the recommendation of a physician under the Compassionate Use Act of 1996.~~

~~C. Prohibition. Commercial nonmedical marijuana uses, as defined in Section 9.02.165(B), are prohibited in all zones and districts of the city of Moreno Valley. (Ord. 916 § 3, 2016)~~

Section 4. AMENDMENTS TO CERTAIN PROVISIONS OF SECTION 9.09.290 “COMMERCIAL CANNABIS ACTIVITY REGULATIONS” OF THE MORENO VALLEY MUNICIPAL CODE

That the following provisions of Section 9.09.290 of Moreno Valley Municipal Code are hereby amended as follows:

C. Cannabis Business Locations and Use

1. Locations ~~and Numbers~~ of Permits by Land Use Type Allowed. ~~A~~ **The** maximum **number** of ~~twenty-seven (27) businesses with approved~~ conditional use permits for commercial cannabis activity ~~will to~~ be allowed to operate in the city at any one time **shall be set by City Council Resolution**. Commercial cannabis land use activities may be allowed to establish in the city within the business park (BP), business park-mixed use (BPX), light industrial (LI), community commercial (CC), and neighborhood commercial (NC) zoning districts, with limitations, as follows.

a. Dispensaries. ~~A maximum of eight~~ **C**ommercial cannabis dispensaries may be allowed to establish within the community commercial (CC), neighborhood commercial (NC) and business park-mixed use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.

b. Testing. ~~A maximum of two~~ **C**ommercial cannabis testing facilities may be allowed to establish within business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

c. Cultivation. ~~A maximum of eight~~ **C**ommercial cannabis cultivation facilities may be allowed to establish within the business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

d. Manufacturing. ~~A maximum of five~~ **C**ommercial cannabis manufacturing facilities may be allowed to establish within the business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

e. Microbusiness. ~~A maximum of two~~ **C**annabis microbusiness facilities may be allowed to establish in the city, within the business park-mixed use (BPX) and community commercial (CC) zoning districts, with a properly secured conditional use permit approved through the planning commission.

f. Distribution Center. ~~A maximum of two~~ **C**annabis distribution centers may be allowed to establish in the city, within the community commercial (CC),

neighborhood commercial (NC), business park (BP), business park-mixed use (BPX), and light industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.

E. Specific Use Requirements.

4. Commercial Cannabis Dispensaries.

a. Commercial cannabis dispensary facilities shall require a properly secured conditional use permit approved by the planning commission and will only be allowed in the community commercial (CC), neighborhood commercial (NC) and business park-mixed use (BPX) zoning districts.

b. No cannabis or marijuana raw materials or products shall be visible from the exterior of any structure, facility, or building in which commercial cannabis dispensaries are being conducted. All commercial cannabis dispensaries must take place within a fully enclosed, secured and permanent structure (with accommodations in place at all times to allow for and facilitate unlimited/unrestricted access throughout the premises by emergency service personnel).

c. A commercial cannabis dispensary shall have designated locked storage on the dispensary property, identified and approved as a part of the security plan, for after-hours storage of medicinal and adult use recreational cannabis and cannabis infused products. All cannabis and cannabis infused products shall be stored at the dispensary property in secured rooms that are completely enclosed or in a safe that is bolted to the floor (with accommodations in place at all times to allow for and facilitate unlimited/unrestricted access throughout the premises by emergency service personnel).

d. All entrances into a commercial cannabis dispensary’s building shall include high visibility from the main front door exterior at all times with entry controlled by dispensary personnel.

~~e. A commercial cannabis dispensary shall not provide any form of delivery service. All distribution of cannabis must be conducted within the enclosed building areas of the dispensary property between the seller and buyer.~~

ef. No person shall smoke, ingest, or otherwise consume cannabis in any form on, or within twenty (20) feet of, the dispensary site.

fe. No commercial cannabis dispensary owner or employee shall: (i) cause or permit the sale, distribution, or consumption of alcoholic beverages on the dispensary property; (ii) hold or maintain a license from the State Division of Alcoholic Beverage Control for the sale of alcoholic beverages; or (iii) operate a business on or adjacent to the dispensary property that sells alcoholic beverages. No alcoholic beverages shall be allowed or stored on the dispensary property.

gf. Hours of operation for a cannabis dispensary shall be established on a case-by-case basis as conditioned under the conditional use permit (CUP).

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

h. Commercial cannabis dispensary or distribution operations shall be consistent with all other applicable federal, state and local requirements, including Moreno Valley Municipal Code Title 5.

7. Building Size and Operation.

a. The size and height of a building used for a commercial cannabis activity shall be governed by the permitted development standards of the underlying zoning district, and for commercial cannabis cultivation uses the interior space used for growing marijuana plants shall not exceed canopy size regulations set forth in state law, Chapter 6, Section 26061. In no case shall the size of the commercial cannabis canopy within any single facility exceed twenty-two thousand (22,000) square feet.

b. All operations conducted and equipment used must be in compliance with all applicable state and local regulations, including all building, electrical and fire codes.

c. Different types of commercial cannabis activities may not be located within the same building or structure without appropriate demising walls approved through the community development department, building division and fire department, and each separate commercial cannabis activity must have distinct separate operating permits issued by the city and state, and CUP issued by the city.

~~d. An approved automatic fire sprinkler system, designed in compliance with the California Fire Code is required in every building that houses a commercial cannabis business. This requirement is a minimum standard and does not preclude the city from imposing additional fire prevention measures as deemed necessary by the fire marshal on a case-by-case basis.~~

12. Site Security.

a. Security surveillance cameras and a video recording system must be installed to monitor all doors into and out of the buildings on the site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights-of-way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

b. Professionally and centrally monitored fire, sprinkler, robbery, and burglar alarm systems must be installed ***as required*** and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.

Section 5. REPEAL OF SECTION 9.09.293 “CANNABIS BUSINESS LOCATIONS AND USE” OF THE MORENO VALLEY MUNICIPAL CODE

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

That Section 9.09.293 “Cannabis Business Locations and Use” of Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

~~9.09.293 Cannabis business locations and use.~~

~~A. Locations and Numbers of Permits by Land Use Type Allowed. The city council shall adopt by resolution the number of each type of commercial cannabis business that shall be permitted to operate in the city, as well as the total number of all types of commercial cannabis business permits. Commercial cannabis land use activities may be allowed to establish in the city within the Business Park (BP), Business Park-Mixed Use (BPX), Light Industrial (LI), Community Commercial (CC), and Neighborhood Commercial (NC) zoning districts, with limitations, as follows.~~

~~1. Dispensaries Commercial cannabis dispensaries may be allowed to establish within the Community Commercial (CC), Neighborhood Commercial (NC) and Business Park Mixed Use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~2. Testing Commercial cannabis testing facilities may be allowed to establish within Business Park (BP), Business Park Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~3. Cultivation Commercial cannabis cultivation facilities may be allowed to establish within the Business Park (BP), Business Park Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~4. Manufacturing Commercial cannabis manufacturing facilities may be allowed to establish within the Business Park (BP), Business Park Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~5. Microbusiness Commercial cannabis microbusiness facilities may be allowed to establish in the city, only within the Business Park Mixed Use (BPX) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~6. Distribution Center Commercial cannabis distribution centers may be allowed to establish in the city, within the Community Commercial (CC), Neighborhood Commercial (NC), Business Park (BP), Business Park Mixed Use (BPX), and Light Industrial (LI) zoning districts, with a properly secured conditional use permit approved through the planning commission.~~

~~B. Conditional Use Permit Required. In order to lawfully operate, all commercial cannabis activities including dispensaries, testing laboratories, cultivation, microbusiness, distribution, and manufacturing facilities shall require an approved conditional use permit as provided under Chapter 9.02, Section 9.02.060 of this code, along with a valid commercial cannabis business permit and a valid state license. (Ord. 945 § 1, 2018)~~

Section 6. 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 7. 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 8. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading.

Section 9. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting of the City Council on July 7, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on September 1, 2020 by the following roll call vote, to wit:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2020-968 was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the 7th day of July, 2020 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the 1st day of September, 2020, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 968 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

ORDINANCE NO. 969

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 11 PEACE, MORALS AND SAFETY OF THE MORENO VALLEY MUNICIPAL CODE REGARDING MEDICAL MARIJUANA DISPENSARIES

WHEREAS, the City of Moreno Valley (“City”) has the authority and the responsibility to plan and regulate the use of property within the City under its police powers; and

WHEREAS, the City desires to maintain the quality of life and character of the City’s neighborhoods and to avoid placement of land uses that could result in negative impacts of property, social, and environmental values; and

WHEREAS, establishments that engage in the dispensing, testing, cultivation and manufacturing of cannabis products may, if not properly located and regulated, adversely affect the City’s interests for its continued economic growth and vitality; and

WHEREAS, permitting the dispensing, testing, cultivation, distribution, and manufacturing of cannabis establishments without appropriate regulation and controls will have adverse impacts to the health, safety, and welfare of the City and its residents; and

WHEREAS, City Council recognizes that regulated and licensed commercial cannabis activity is permitted in the State of California, although the Federal Controlled Substances Act, 21 U.S.C. Sections 801 et seq. classifies marijuana as a Schedule 1 Drug and makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute, dispense, or possess with intent to manufacture, distribute or dispense marijuana; and

WHEREAS, pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, the City may make and enforce within its limits all local police, sanitary, and other ordinance and regulations not in conflict with general laws and has the police power to adopt regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote public health and safety; and

WHEREAS, in November, 2016, Proposition 64 was approved by the voters in California (“The Adult Use Marijuana Act”) (“AUMA”) (codified as amendments to California Health and Safety Code, Business and Professions Code, Revenue and Taxation Code and Food and Agricultural Code), establishing a comprehensive system to legalize, control and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of non-medical marijuana, including marijuana products, for use by adults 21 years of age and older, and to tax the commercial growth and retail sale of marijuana, as well as other marijuana related activities; and

WHEREAS, on June 27, 2017 Governor Jerry Brown signed the “Medical and Adult-Use Cannabis Regulations and Safety Act” (“MAUCRSA”) which further amends and in some parts supersedes prior statutory enactments; and

Attachment: Ordinance No. 969 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City’s police power; and

WHEREAS, the City Council desires to establish reasonable zoning, land use controls and regulations on the operation of marijuana-related businesses, which land use regulations are intended in part to address the potential for negative impacts and nuisance impacts of marijuana-related businesses; and

WHEREAS, it is the intent of the City Council of Moreno Valley to maintain local control over these matters to the fullest extent permitted by law, and it is further the City Council’s intention that nothing in this ordinance shall be construed, in any way, to expand or supersede state law controlling the rights to use, sell or possess marijuana; to engage in any public nuisance; to violate federal law, or to engage in any activity in relation to the cultivation, distribution, testing or consumption of marijuana that is otherwise illegal; and

WHEREAS, the City Council now desires to clarify and amend some of those regulations by amending Title 11 “Peace, Morals and Safety”; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

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

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. REPEAL OF CHAPTER 11.10 “MEDICAL MARIJUANA DISPENSARIES” OF THE MORENO VALLEY MUNICIPAL CODE

That Chapter 11.10 “Medical Marijuana dispensaries” of the Moreno Valley Municipal Code is hereby repealed in its entirety as follows:

11.10.010 Purpose and findings.

~~The city council finds that federal and state laws prohibiting the possession, sale and distribution of marijuana would preclude the opening of medical marijuana dispensaries sanctioned by the city of Moreno Valley, and in order to serve the public health, safety and welfare of the residents and businesses within the city, the declared purpose of this chapter is to prohibit medical marijuana dispensaries as stated in this chapter. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

11.10.020 Definitions.

~~The following terms and phrases, whenever used in this chapter, shall be construed as defined in this section:~~

Attachment: Ordinance No. 969 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

~~“Identification card” means a document issued by the California State Department of Health Services which identifies a person authorized by the state to engage in the medical use of marijuana and the person’s designated primary caregiver, if any.~~

~~“Medical marijuana” means marijuana used for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person’s health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other serious medical condition for which marijuana is deemed to provide relief as defined by subsection (h) of California Health and Safety Code Section 11362.7.~~

~~“Medical marijuana dispensary” means any facility, vehicle, structure or location, utilized in full or in part, as a place where medical marijuana is made available, sold, traded, exchanged, bartered, located, stored, placed, cultivated and/or distributed by or to three or more of the following: a qualified patient, a person with an identification card, or a primary caregiver. Each of these terms is defined herein and shall be interpreted in strict accordance with California Health and Safety Code Sections 11362.5 and 11362.7 et seq., as such sections may be amended from time to time. “Medical marijuana dispensary” shall not include a state licensed “in patient” medical treatment facility, but only to the extent that it dispenses medical marijuana in accordance with state law to patients admitted to that facility for in-patient treatment.~~

~~“Primary caregiver” means the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health or safety of that patient or person.~~

~~“Physician” means an individual who possesses a recognition in good standing to practice medicine or osteopathy issued by the Medical Board of California or the Osteopathic Medical Board of California and who has taken responsibility for an aspect of the medical care, treatment, diagnosis, counseling or referral of a patient and who has conducted a medical examination of that patient before recording in the patient’s medical record the physician’s assessment of whether the patient has a serious medical condition and whether the medical use of marijuana is appropriate.~~

~~“Qualified patient” means a person who is entitled to the protections of California Health and Safety Code Section 11362.5, but who does not have an identification card issued by the California State Department of Health Services. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

11.10.030 Prohibitions.

~~It is unlawful for any person or entity to own, manage, conduct or operate any medical marijuana dispensary or to participate as an employee, contractor, agent or volunteer, or in any other manner or capacity, in any medical marijuana dispensary in the city of Morono Valley. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

11.10.040 Use or activity prohibited by state or federal law.

~~Nothing contained in this chapter shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law. (Ord. 768 § 1, 2008; Ord. 767 § 1, 2008)~~

Section 3. 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 4. 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 5. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its second reading.

Section 6. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting of the City Council on July 7, 2020 and PASSED, APPROVED, and ADOPTED by the City Council on September 1, 2020 by the following roll call vote, to wit:

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley

ATTEST:

Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: Ordinance No. 969 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2020-969 was introduced at a regular meeting of the City Council of the City of MORENO VALLEY held on the 7th day of July, 2020 and was passed by the City Council of the City of MORENO VALLEY at a regular meeting held the 1st day of September, 2020, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 969 (4116 : PEN20-0071 - Cannabis Ordinance Updates Second Reading)



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 1, 2020

TITLE: APPROVAL OF AN AMENDED MAINTENANCE AGREEMENT AND AMENDED ESCROW AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ROC III CA BELAGO, LLC, RELATED TO MAINTENANCE OF THE MORENO VALLEY RANCH GOLF COURSE.

RECOMMENDED ACTION

Recommendations:

1. **APPROVE** amendments to the Maintenance Agreement and the related Escrow Agreement between the City of Moreno Valley and ROC III CA Belago, LLC, to ensure future maintenance of the Moreno Valley Ranch Golf Course.

SUMMARY

The property owner ROC III CA Belago, LLC, is seeking approval of an amended Maintenance Agreement and an amended Escrow Agreement related to the Moreno Valley Ranch Golf Course. The current agreements were executed in November 2018 as required by the conditions of approval of entitlements that enabled the developer to convert a portion of the Moreno Valley Ranch Golf Course from open space/golf uses to multi-family residential uses. As a condition of the approval, the developer was required to enter into agreements ensuring the long-term (ten years) maintenance of the golf course.

DISCUSSION

The property owner has requested modifications to the Maintenance Agreement and the related Escrow Agreement as outlined in their attached letter. Specifically, the developer has requested that the required performance guarantee of \$4,000,000.00 be replaced by a combination of cash in the amount of \$800,000.00 and bonding/security in the amount of \$3,200,000.00. The cash deposit and the bond collectively represent

the amount necessary to satisfy the original estimated maintenance cost of the golf course over the ten year term of the original agreement, which was estimated to be \$400,000 per year. The annual cost does not include water, which is provided via onsite well to which the City is guaranteed access.

The bond is being required for an initial two years, to be renewed or replaced at the end of successive two year periods until the end of the eighth year of the term. Each year that the golf course remains in operation, the bond will be reduced by a sum of \$400,000.00.

In addition to the \$800,000.00 cash, the owner is required to deposit \$35,000.00 to be held for the eight year term of the agreement and which may be used by the City for any costs associated with enforcement of any breach and collection upon any bond.

The agreement requires that no Certificates of Occupancy for any portion of the residential project shall be issued until a permanent golf course clubhouse has been completed and is open to the public.

ALTERNATIVES

1. Approve the amendments to the Maintenance Agreement and the related Escrow Agreement, consistent with the staff recommendations. Staff recommends this alternative as it will facilitate golf course operations and timely construction of both the apartment project and the permanent golf clubhouse.
2. Do not approve the amendments to the Maintenance Agreement and the Escrow Agreement. Staff does not recommend this alternative as it poses an impediment to the operations and completion of the golf course and associated permanent golf clubhouse.

FISCAL IMPACT

No fiscal impact. The Maintenance and Escrow Agreements ensure that there are no future fiscal impacts to the City.

NOTIFICATION

Notice is provided by publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.1: Proactively attract high-quality businesses.

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

Objective 1.5: Showcase Moreno Valley's unique assets.

Objective 2.1: Reduce crime, the fear of crime, and the perception of crime in the community.

Objective 5.5: Promote a healthy community and lifestyle.

ATTACHMENTS

- 1. Attachment A - Maintenance Agreement Amendment
- 2. Attachment B - Escrow Agreement Amendment
- 3. Original Maintenance Agreement
- 4. Original Escrow Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/26/20 2:27 PM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:11 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:13 AM

**FIRST AMENDMENT TO AGREEMENT
REGARDING GOLF COURSE PROPERTY MAINTENANCE**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and ROC III CA Belago, LLC, a Delaware limited liability company, hereinafter referred to as “Owner.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Owner entered into an Agreement entitled “AGREEMENT REGARDING GOLF COURSE PROPERTY MAINTENANCE hereinafter referred to as “Agreement,” dated November 2018.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Paragraph 1 of the Agreement is hereby Amended to read as follows:

“Operations. Owner, prior to receipt of any building permits for the Multifamily Parcel, shall open and operate an 18-hole golf course on the Golf Course Parcel. Owner may operate the golf course using a temporary clubhouse until such time that a permanent golf course clubhouse has been completed. No Certificates of Occupancy shall issue for any portion of the Multifamily Parcel until such time that a permanent golf course clubhouse has been completed, approved by City and open to the public.”

1.2 Paragraph 3 of the Agreement is hereby Amended to read as follows:

“Performance Guarantee. In order to guarantee performance under Section 2 above, upon opening of the Golf Course and prior to issuance of any building permit for vertical construction of any multifamily building on the Multifamily Parcel (for the avoidance of doubt, any grading, utility, off-site, planning or other preliminary permit issued prior to the aforementioned building permit shall not be deemed a building

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY
MAINTENANCE

permit for purposes of this Agreement), Owner shall deposit into an account controlled by the City and agreed upon by the Parties (the "Golf Course Account"), a sum of Eight Hundred Thousand Dollars \$800,000 in cash (the "Cash Deposit"), and shall post a payment bond or other security for the benefit of the City in a form reasonably approved by the City, in the amount of Three Million Two Hundred Thousand Dollars (\$3,200,000.00) (the "Bond"). The Deposit and the Bond collectively represent an amount necessary to satisfy the total estimated maintenance cost of the Golf Course over the Term, which the parties agree shall be Four Hundred Thousand Dollars (\$400,000) for each year of the Term. The annual cost does not include the cost of water and Owner shall cause to be recorded on title a document which would guarantee the City access to the well water that was used to water the prior golf course. In addition to the aforementioned Eight Hundred Thousand Dollar (\$800,000) cash deposit, Owner shall deposit with City a separate cash deposit of Thirty-Five Thousand Dollars (\$35,000) to be held for the initial eight (8) years of the Term of this Agreement which City may use only for reimbursement for costs associated with enforcement of any breach and collection upon any bond. At the end of the initial 8 years of the Term, when the bond obligation hereunder shall have been deemed fully satisfied, so long as Owner has not breached the terms of this Agreement, City shall return the Thirty-Five Thousand Dollars (\$35,000) cash deposit to Owner. The Bond shall be for an initial period of two years, and shall be renewed or replaced at the end of each two-year period for three (3) successive two (2) year periods, and shall finally expire at the end of the eighth year of the Term. Failure of Owner to provide a new bond or cash security ninety (90) days before the expiration of any bond term shall be deemed a material breach by Owner and subject the active bond to be called by City upon Notice by the City and at least fifteen (15) days opportunity to cure. If no new bond has been provided to City by the end of the cure period or within thirty (30) days of the expiration of any bond, City may call the then active bond, regardless of whether or not prior notice had been given. Each year the Golf Course remains in operation during the Term, the Bond shall be reduced by a sum of Four Hundred Thousand Dollars (\$400,000). After the end of the eighth year of the Term, the Bond obligation hereunder shall have been fully satisfied and the Bond shall thereafter be deemed to be no longer outstanding hereunder. At the end of each of the remaining two years of the Term, the City shall disburse a sum of Four Hundred Thousand Dollars (\$400,000) from the Cash Deposit for that year to Owner. In the event that Owner sells the Golf Course Parcel or the Multifamily Parcel to an independent third party prior to the expiration of the Term, Owner shall deposit a cash sum equal to the balance of the Bond into the Golf Course Account, and the Bond shall thereafter be deemed to be no longer outstanding hereunder. The City's right to access the Property and to maintain and repair any water wells or pipes wherever located for irrigation purposes shall be a condition of approval for the Specific Plan Amendment and recorded in a form agreed to by the parties within thirty (30) days of execution of this Agreement."

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY
MAINTENANCE

1.3 This Amendment and the Agreement shall be recorded in the official real estate records for the County of Riverside upon both the Golf Course Parcel and the Multifamily parcel.

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

Attachment: Attachment A - Maintenance Agreement Amendment [Revision 1] (4059 : Amended Maintenance and Escrow Agreements for the

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY MAINTENANCE

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

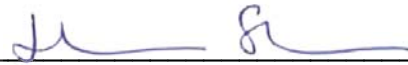
City of Moreno Valley

ROC III CA BELAGO, LLC, a Delaware limited liability company

By: _____
City Manager

By: ROC III Real Estate Holdings 2, LLC
a Delaware limited liability company
Its: Managing Member

Date: _____

By: 
Title: Manager
Date: May 27, 2020

INTERNAL USE ONLY

APPROVED AS TO FORM:


GUARANTOR:

BRIDGE MULTIFAMILY & COMMERCIAL OFFICE FUND III LP
a Delaware limited partnership

City Attorney

By: Bridge MF&CO Fund III GP LLC, a Delaware limited liability company
Its: General Partner

Date

By: 
Title: Director

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Attachment A - Maintenance Agreement Amendment [Revision 1] (4059 : Amended Maintenance and Escrow Agreements for the

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY
MAINTENANCE

Attachment: Attachment A - Maintenance Agreement Amendment [Revision 1] (4059 : Amended Maintenance and Escrow Agreements for the

FIRST AMENDMENT TO ESCROW AGREEMENT

The First Amendment to Escrow Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and ROC III CA Belago, LLC, a Delaware limited liability company, hereinafter referred to as "Owner." This First Amendment to Escrow Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Owner entered into an Escrow Agreement entitled "ESCROW AGREEMENT" hereinafter referred to as "Agreement," dated November 16, 2018.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Paragraph 2 of the Agreement is hereby Amended to read as follows:

"Deposit to Account. Pursuant to the provisions of the Golf Course Maintenance Agreement, Owner will through a wire transfer or similar electronic means deposit with the City, and the City will deposit into a non interest bearing Golf Course Account, the sum of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the "Escrow Funds"), which represents an agreed-upon annual maintenance and water supply budget of Four Hundred Thousand Dollars (\$400,000.00). The City will not commingle the Escrow Funds with funds of any other account."

1.2 Paragraph 5 of the Agreement is hereby Amended to read as follows:

"Annual Disbursements. At the completion of the ninth (9th) year of this Agreement, and if the golf course remains in full operation on the Golf Course Parcel, the City shall disburse \$400,000 for that year to Owner by no later than two (2) months following the

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY
MAINTENANCE

end of the ninth (9th) year of this Agreement. All Escrow Funds remaining as of the last day of the Term, after making the disbursements necessary to maintain the Golf Course Parcel according to the terms of the Golf Course Maintenance Agreement, shall be disbursed by the City to Owner.”

1.3 This Amendment and the Agreement shall be recorded in the official real estate records for the County of Riverside upon both the Golf Course Parcel and the Multifamily parcel.

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT REGARDING GOLF CLUB PROPERTY MAINTENANCE

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

City of Moreno Valley

ROC III CA BELAGO, LLC

By: _____

By: _____

City Manager

Title: _____

Date: _____

Date: _____

INTERNAL USE ONLY

GUARANTOR:

APPROVED AS TO FORM:

BRIDGE MULTIFAMILY & COMMERCIAL OFFICE FUND III LP

a Delaware limited partnership

City Attorney

By: _____

Date

RECOMMENDED FOR APPROVAL:

Title: _____

Department Head

Date

Attachment: Attachment B - Escrow Agreement Amendment (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley

AGREEMENT REGARDING GOLF COURSE PROPERTY MAINTENANCE

THIS AGREEMENT REGARDING GOLF COURSE PROPERTY MAINTENANCE (this "Agreement") is made and entered into as of the day of November, 2018, by and between ROC III CA Belago, LLC, a Delaware limited liability company ("Owner"), and the City of Moreno Valley, California (the "City").

BACKGROUND

WHEREAS, Owner purchased in foreclosure certain parcels in the Moreno Valley Ranch Specific Plan undertaken to develop a multifamily 417-unit apartment project (Project) within the City as more particularly described in Exhibit "A" of this Agreement and including (the "Multifamily Parcel"), which Project would not be permitted under current zoning and Specific Plan provisions; and

WHEREAS, provisions of the current Specific Plan call for a 27 hole operating golf course to be an existing amenity to the residences within the plan, but such golf course closed and leaving the area of the closed golf course in a state of neglect thus creating a negative effect on the surrounding properties; and

WHEREAS, the City is willing to support Owner's application for the needed amendments and entitlements in order for the Project to move forward provided that Owner agrees to maintain or cause to be maintained a golf course on certain property which is located adjacent to the Multifamily Parcel and is more particularly described in Exhibit "B" of this Agreement (the "Golf Course Parcel") for a period of ten years commencing on the date that the Golf Course Parcel is open for business as an operational golf course (the "Term"), or in the event the golf course closes to maintain the Golf Course Parcel in a Park-like manner meeting City standards for park property; and

WHEREAS, in order to ensure that the Golf Course Parcel is properly maintained for the Term of this Agreement, Owner has agreed to deposit funds into an escrow account with the City in an amount sufficient for such maintenance upon the terms and conditions set forth below for the duration of the Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in foregoing recitals (which are hereby incorporated herein and are true and correct), covenants and obligations set forth below and other consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Operations. Owner, prior to receipt of any building permits for the Multifamily Parcel, shall open and operate an 18-hole golf course on the Golf Course Parcel. The Owner will continue the operation of that golf course, directly or through a third party, all at Owner's sole expense at least until all of the 417 Certificates of Occupancy have been issued by the City for the apartment units in the Project.

2. Maintenance Guarantee. Owner agrees to operate or cause to be operated, the Golf Course for a period of ten (10) years from the date of opening of such Golf Course. In the event that the Golf Course closes for whatever reason during this 10 year period, the Owner shall at Owner's sole cost maintain the area of the Golf Course in a Park-like condition per Recitals set out above, for the remainder of the ten (10) year period.
3. Performance Guarantee. In order to guarantee performance under Section 2 above, upon opening of the Golf Course and prior to issuance of any building permits for the project, Owner shall deposit into an account controlled by the City and agreed upon by the Parties, a sum of Four Million Dollars \$4,000,000 representing agreed upon maintenance cost of Four Hundred Thousand Dollars (\$400,000) for each year of the Term. The annual cost does not include the cost of water and the Owner shall cause to be recorded on title a document which would guarantee the City access to the well water that was used to water the prior golf course. Each year the golf course remains in operation during the Term, a sum of \$400,000 shall be returned to the Owner. The City's right to access the Property and to maintain and repair any water wells or pipes wherever located for irrigation purposes shall be a condition of approval for the Specific Plan Amendment and recorded in a form agreed to by the parties within 30 days of execution of this Agreement.
4. Default.
In the event of closure of the Golf Course, the City shall have the right to access the remaining funds in the account for the continued maintenance of the Golf Course area in a Park-like condition, without any claim to those funds from the Owner or any third parties that may have been operating the Golf Course. City shall not use the funds for any other purpose. City shall also have the right to use the water from the existing wells for irrigation purposes at no cost to the City.
5. Conditions of Approval. The above conditions and terms may also be included as part of the Conditions of Approval for any entitlements granted by the City for the Project, but the enforcement of this Agreement may be pursued by either Party independent of the land use approvals.
6. Costs and Attorneys' Fees. In the event there is a breach of this Agreement, the party in breach shall pay all costs, expenses and attorneys' fees incurred by the other party in enforcing its rights hereunder.
7. Severability. In the event that any condition, covenant or other provision contained herein is held by a court of competent jurisdiction to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, condition or provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such shall be deemed valid to the extent of the scope or breadth permitted by law.

- 8. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the Escrowed Funds, and supersedes all prior agreements and understandings pertaining thereto.
- 9. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach hereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.
- 10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choose of law rules.
- 11. Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.
- 12. Interpretation. The captions which precede the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.
include the
- 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile or electronic (e-mail) signatures shall be deemed valid and binding for all purposes hereunder.
- 14. Guaranty of Payment Obligations. As additional and separate consideration to the City, Owner has caused Bridge Multifamily & Commercial Office Fund III LP, a Delaware limited partnership ("Guarantor"), to execute this Agreement for the purpose of absolutely, unconditionally and irrevocably guarantying to the City the timely payment of all monetary obligations of Owner under this Agreement.

THIS SPACE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

OWNER:

ROC III CA BELAGO, LLC
a Delaware limited liability company

By: ROC III Real Estate Holdings 2,
LLC a Delaware limited liability
company
Its: Managing Member

By: 

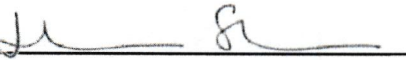
Name: Jonathan P. Slager

Its: Manager

GUARANTOR:

BRIDGE MULTIFAMILY & COMMERCIAL OFFICE FUND III LP
a Delaware limited partnership

By: Bridge MF&CO Fund III GP LLC
a Delaware limited liability
company Its: General
Partner


By: 

Name: Jonathan P. Slager

Title: Director

CITY:

THE CITY OF MORENO VALLEY

By: 

Name: THOMAS M. DESANTIS

Its: CITY MANAGER

Attachment: Original Maintenance Agreement (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley Ranch Golf

Exhibit A
The Multifamily
Parcel

That certain Parcel of Land Shown on Tentative Map 37189 to be recorded in the Official Records and tentatively described as follows:

LEGAL DESCRIPTION

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 861, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 09, 1995 AS INSTRUMENT NO. **95-6042** OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 11 AND 12 OF TRACT NO. 22552, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN MAP **BOOK 177, PAGES 47** THROUGH 52, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 12 AS SHOWN ON LOT LINE ADJUSTMENT NO. 768, CITY OF MORENO VALLEY, APPROVED AUGUST 01, 1988, SAID PARCEL ALSO DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1988 AS INSTRUMENT NO. **273090**, OF OFFICIAL RECORDS; SAID PARCEL ALSO SHOWN ON TRACT 23693-1 AS SHOWN BY MAP ON FILE IN MAP **BOOK 236, PAGES 1** THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 13 OF TRACT 22552 AS SHOWN ON SAID MAP;

THENCE NORTH 77° 46' 33" WEST A DISTANCE OF 63.48 FEET;

THENCE NORTH 35° 12' 14" WEST A DISTANCE OF 117.73 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET; SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND SAID LOT 13;

THENCE SOUTH 49° 50' 14" EAST ALONG SAID COMMON LOT LINE 170.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 LYING SOUTHWESTERLY OF THE LINE AS SHOWN ON LOT LINE ADJUSTMENT NO. 772, CITY OF MORENO VALLEY APPROVED SEPTEMBER 14, 1988, ALSO DESCRIBED IN DEED RECORDED SEPTEMBER 19, 1988 AS INSTRUMENT NO. **269801**, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 11;

THENCE SOUTH 44° 40' 00" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 A DISTANCE OF 234.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 45° 20' 00" WEST A DISTANCE OF 180.00 FEET;

THENCE SOUTH 44° 40' 00" WEST A DISTANCE OF 99.29 FEET;

THENCE NORTH 45° 20' 00" WEST A DISTANCE OF 293.00 FEET;

THENCE NORTH 44° 40' 00" EAST A DISTANCE OF 160.82 FEET;

THENCE NORTH 00° 32' 34" EAST A DISTANCE OF 41.95 FEET TO THE NORTHERLY LINE OF SAID LOT 11.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 12 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF TRACT 23693-1, AS PER MAP RECORDED IN **BOOK 236 OF MAPS, PAGES 1** THROUGH 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THENCE SOUTH 31° 42' 58" EAST A DISTANCE OF 92.51 FEET;

THENCE SOUTH 47° 41' 58" EAST A DISTANCE OF 26.01 FEET TO AN ANGLE POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT 23693-1, SAID ANGLE POINT BEING NORTH 77° 46' 33" WEST A DISTANCE OF 63.48 FEET FROM THE MOST SOUTHERN CORNER OF SAID TRACT 23693-1.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND BUT WITHOUT RIGHT OF SURFACE ENTRY UPON THE SURFACE OF SAID LAND OR SUBSURFACE THEREOF TO A DEPTH OF 500.00 FEET TO REMOVE OR EXACT THE SAME, AS RESERVED BY TRUST DATED FEBRUARY 23, 1965 (TI TRUST NO. 71-5449-005) IN DEED RECORDED NOVEMBER 22, 1983, AS INSTRUMENT NO. **242971** OF OFFICIAL RECORDS.

Exhibit B
Golf Course Parcel

PARCEL 1:

LOTS 2, 3, 5, 6 AND 7, OF TRACT NO. 22936, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, GOLF CART PATH AND STORM DRAIN FACILITIES AS SHOWN AS EASEMENT PARCELS A, B, C AND D ON TRACT NO. 22936, AS PER MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THOSE PORTIONS WHICH WERE QUITCLAIMED TO GREYSTONE HOMES, INC., A DELAWARE CORPORATION, BY QUITCLAIM AND TERMINATION OF EASEMENTS WHICH RECORDED APRIL 08, 2005 AS INSTRUMENT NO. 2005-0279993 OFFICIAL RECORDS.

PARCEL 2:

LOT 2 OF TRACT 22552 IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAP BOOKS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THAT PORTION OF LOT 8 OF TRACT NO. 22552, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP OF SAID TRACT FILED IN BOOK 177, PAGES 47 THROUGH 52, OF MAPS, RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 14° 18' 16" WEST 738.32" ALONG THE EASTERLY LINE OF LOT 8 OF SAID TRACT NO. 22552, ON MAP OF SAID TRACT; THENCE ALONG SAID COURSE SOUTH 14° 18' 16" EAST 11.93 FEET; THENCE NORTH 49° 47' 58" WEST 19.52 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 8 DISTANT NORTH 89° 03' 14" WEST 12.01 FEET ALONG SAID LINE FROM THE POINT OF BEGINNING; THENCE SOUTH 85° 03' 14" EAST 12.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM A PORTION OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE SOUTHERLY BOUNDARY LINE OF LOT 1 OF SAID TRACT NO. 22552 SHOWN AS "NORTH 86° 17' 03" EAST 403.85 FEET" ON THE MAP OF SAID TRACT; THENCE ALONG SAID BOUNDARY LINE AND SAID COURSE: NORTH 86° 17' 03" EAST 342.71 FEET; THENCE LEAVING SAID BOUNDARY LINE AND THROUGH A PORTION OF SAID LOT 2 THE FOLLOWING COURSES: SOUTH 43° 20' 00" WEST 17.33 FEET; THENCE SOUTH 88° 20' 00" WEST 330.23 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM A PORTION OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF LOT 1 OF SAID TRACT NO. 22552; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, NORTH 55° 00' 00" EAST 312.94 FEET; THENCE LEAVING SAID BOUNDARY LINE AND THROUGH A PORTION OF SAID LOT 2 THE FOLLOWING COURSES: SOUTH 50° 13' 24" WEST 114.66; THENCE SOUTH 53° 05' 00" WEST 104.00 FEET; THENCE SOUTH 62° 49' 43" WEST 95.63 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 14° 18' 16" WEST 738.32" ALONG THE EASTERLY LINE OF LOT 8 OF SAID TRACT NO. 22552, ON MAP OF SAID TRACT; THENCE ALONG SAID COURSE SOUTH 14° 18' 16" EAST 11.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 49° 47' 58" EAST 10.50 FEET; THENCE SOUTH 30° 53' 00" EAST 112.98 FEET; THENCE SOUTH 5° 02' 02" WEST 115.77 FEET TO A POINT IN SAID EASTERLY LINE DISTANT 238.00 FEET SOUTHERLY ALONG SAID LINE FROM SAID NORTHERLY TERMINUS; THENCE ALONG SAID LINE NORTH 14° 18' 16" WEST 226.07 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND BUT WITHOUT RIGHT OF SURFACE ENTRY UPON THE SURFACE OF SAID LAND OR SUBSURFACE THEREOF TO A DEPTH OF 500.00 FEET TO REMOVE OR EXACT THE SAME, AS RESERVED BY TRUST DATED FEBRUARY 23, 1965 (TI TRUST NO. 71-5449-005) IN DEED RECORDED NOVEMBER 22, 1983, AS INSTRUMENT NO. 242971, OF OFFICIAL RECORDS.

PARCEL 3:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 861, AS EVIDENCED BY DOCUMENT RECORDED JANUARY 09, 1995 AS INSTRUMENT NO. 95-6042 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 11 AND 12 OF TRACT NO. 22552, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN MAP BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THAT PORTION OF SAID LOT 12 AS SHOWN ON LOT LINE ADJUSTMENT NO. 768, CITY OF MORENO VALLEY, APPROVED AUGUST 01, 1988, SAID PARCEL ALSO DESCRIBED IN DEED RECORDED SEPTEMBER 21, 1988 AS INSTRUMENT NO. 273090, OF OFFICIAL RECORDS; SAID PARCEL ALSO SHOWN ON TRACT 23693-1 AS SHOWN BY MAP ON FILE IN MAP BOOK 236, PAGES 1 THROUGH 5, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 13 OF TRACT 22552 AS SHOWN ON SAID MAP; THENCE NORTH 77° 46' 33" WEST A DISTANCE OF 63.48 FEET; THENCE NORTH 35° 12' 14" WEST A DISTANCE OF 117.73 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET; SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND SAID LOT 13; THENCE SOUTH 49° 50' 14" EAST ALONG SAID COMMON LOT LINE 170.00 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 LYING SOUTHWESTERLY OF THE LINE AS SHOWN ON LOT LINE ADJUSTMENT NO. 772, CITY OF MORENO VALLEY APPROVED SEPTEMBER 14, 1988, ALSO DESCRIBED IN DEED RECORDED SEPTEMBER 19, 1988 AS INSTRUMENT NO. 269801, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 11; THENCE SOUTH 44° 40' 00" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 A DISTANCE OF 234.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 20' 00" WEST A DISTANCE OF 180.00 FEET; THENCE SOUTH 44° 40' 00" WEST A DISTANCE OF 99.29 FEET; THENCE NORTH 45° 20' 00" WEST A DISTANCE OF 293.00 FEET; THENCE NORTH 44° 40' 00" EAST A DISTANCE OF 160.82 FEET; THENCE NORTH 00° 32' 34" EAST A DISTANCE OF 41.95 FEET TO THE NORTHERLY LINE OF SAID LOT 11. ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 12 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST WESTERLY CORNER OF TRACT 23693-1, AS PER MAP RECORDED IN BOOK 236 OF MAPS, PAGES 1 THROUGH 5, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTH 31° 42' 58" EAST A DISTANCE OF 92.51 FEET; THENCE SOUTH 47° 41' 58" EAST A DISTANCE OF 26.01 FEET TO AN ANGLE

Attachment: Original Maintenance Agreement (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley Ranch Golf

POINT IN THE SOUTHEASTERLY LINE OF SAID TRACT 23693-1, SAID ANGLE POINT BEING NORTH 77° 46' 33" WEST A DISTANCE OF 63.48 FEET FROM THE MOST SOUTHERN CORNER OF SAID TRACT 23693-1. ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND BUT WITHOUT RIGHT OF SURFACE ENTRY UPON THE SURFACE OF SAID LAND OR SUBSURFACE THEREOF TO A DEPTH OF 500.00 FEET TO REMOVE OR EXACT THE SAME, AS RESERVED BY TRUST DATED FEBRUARY 23, 1965 (TI TRUST NO. 71-5449-005) IN DEED RECORDED NOVEMBER 22, 1983, AS INSTRUMENT NO. 242971 OF OFFICIAL RECORDS.

PARCEL 4:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT NO. 820, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 26, 1990 AS INSTRUMENT NO. 90-304924 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 18 OF TRACT NUMBER 22552, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 177 OF MAPS, PAGES 47 THROUGH 52 THEREOF RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. TOGETHER WITH THAT PORTION OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ALSO SHOWN AS THAT CERTAIN REMAINDER PARCEL AS SHOWN BY MAP BOOK 177, PAGES 47 THROUGH 52, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 16 OF SAID TRACT NUMBER 22552; THENCE SOUTH 32° 57' 18" WEST, A DISTANCE OF 183.03 FEET; THENCE SOUTH 23° 36' 57" WEST, A DISTANCE OF 151.39 FEET; THENCE SOUTH 61° 44' 01" WEST, A DISTANCE OF 249.11 FEET; THENCE SOUTH 52° 48' 44" WEST, A DISTANCE OF 360.65 FEET; THENCE SOUTH 30° 43' 52" WEST, A DISTANCE OF 376.30 FEET; THENCE SOUTH 44° 37' 49" WEST, A DISTANCE OF 263.43 FEET TO THE TRUE POINT OF BEGINNING; THE PRECEDING 6 COURSES WERE ALONG THE EASTERLY LINE OF SAID LOT 18; THENCE SOUTH 30° 53' 06" WEST, A DISTANCE OF 190.56 FEET; THENCE NORTH 74° 07' 47" WEST, A DISTANCE OF 105.37 FEET; THENCE NORTH 08° 20' 36" WEST, A DISTANCE OF 117.67 FEET; THENCE NORTH 79° 47' 15" WEST, A DISTANCE OF 82.49 FEET; THENCE SOUTH 55° 14' 34" WEST, A DISTANCE OF 82.53 FEET; THENCE SOUTH 68° 31' 56" WEST, A DISTANCE OF 251.38 FEET; THENCE SOUTH 48° 48' 30" WEST, A DISTANCE OF 126.11 FEET TO THE EASTERLY LINE OF SAID LOT 18; THENCE SOUTH 24° 02' 13" WEST, A DISTANCE OF 125.41 FEET; THENCE SOUTH 13° 06' 21" WEST, A DISTANCE OF 115.29 FEET; THENCE SOUTH 81° 02' 05" WEST, A DISTANCE OF 104.59 FEET; THENCE NORTH 45° 14' 20" WEST, A DISTANCE OF 114.80 FEET; THENCE SOUTH 69° 48' 44" WEST, A DISTANCE OF 253.29 FEET; THENCE SOUTH 27° 06' 50" WEST, A DISTANCE OF 191.06 FEET; THENCE SOUTH 66° 09' 17" WEST, A DISTANCE OF 338.33 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE WHICH BEAR SOUTH 42° 15' 48" WEST A DISTANCE OF 288.04 FEET AS SHOWN ON THE EASTERLY LINE OF SAID LOT 18. EXCEPTING THEREFROM THAT PORTION OF SAID LOT 18 LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 16 OF SAID TRACT NUMBER 22552; THENCE SOUTH 32° 57' 18" WEST, A DISTANCE OF 183.03 FEET; THENCE SOUTH 23° 36' 57" WEST, A DISTANCE OF 151.39 FEET; THENCE SOUTH 61° 44' 01" WEST, A DISTANCE OF 249.11 FEET; THENCE SOUTH 52° 48' 44" WEST, A DISTANCE OF 360.65 FEET; THENCE SOUTH 30° 43' 52" WEST, A DISTANCE OF 376.30 FEET; THENCE SOUTH 44° 37' 49" WEST, A DISTANCE OF 263.43 FEET TO THE TRUE POINT OF BEGINNING; THE PROCEEDING 6 COURSES WERE ALONG THE EASTERLY LINE OF SAID LOT 18; THENCE SOUTH 30° 53' 06" WEST, A DISTANCE OF 190.56 FEET; THENCE NORTH 74° 07' 47" WEST, A DISTANCE OF 105.37 FEET; THENCE NORTH 08° 20' 36" WEST, A DISTANCE OF 117.67 FEET; THENCE NORTH 79° 47' 15" WEST, A DISTANCE OF 82.49 FEET; THENCE

SOUTH 55° 14' 34" WEST, A DISTANCE OF 82.53 FEET; THENCE SOUTH 68° 31' 56" WEST, A DISTANCE OF 251.38 FEET; THENCE SOUTH 48° 48' 30" WEST, A DISTANCE OF 126.11 FEET TO THE EASTERLY LINE OF SAID LOT 18; THENCE SOUTH 24° 02' 13" WEST, A DISTANCE OF 125.41 FEET; THENCE SOUTH 13° 06' 21" WEST, A DISTANCE OF 115.29 FEET; THENCE SOUTH 81° 02' 05" WEST, A DISTANCE OF 104.59 FEET; THENCE NORTH 45° 14' 20" WEST, A DISTANCE OF 114.80 FEET; THENCE SOUTH 69° 48' 44" WEST, A DISTANCE OF 253.29 FEET; THENCE SOUTH 27° 06' 50" WEST, A DISTANCE OF 191.06 FEET; THENCE SOUTH 66° 09' 17" WEST A DISTANCE OF 338.33 FEET TO THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE WHICH BEARS SOUTH 42° 15' 48" WEST, A DISTANCE OF 288.04 FEET AS SHOWN ON THE EASTERLY LINE OF SAID LOT 18. IN ACCORDANCE WITH LOT LINE ADJUSTMENT 820, CITY OF MORENO VALLEY, APPROVED AND RECORDED OCTOBER 26, 1990, AS INSTRUMENT NO. 394924, OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 18, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 17 OF SAID TRACT 22552; THENCE SOUTH 70° 03' 40" WEST ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 17, A DISTANCE OF 130.00 FEET; THENCE NORTH 00° 50' 50" WEST, A DISTANCE OF 152.74 FEET TO THE NORTHERLY LINE OF SAID LOT 18; THENCE NORTH 73° 31' 00" EAST ALONG SAID LINE, A DISTANCE OF 83.83 FEET; THENCE NORTHEASTERLY CONTINUING ALONG SAID LINE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 733.00 FEET, THROUGH AN ANGLE OF 03° 27' 02" AN ARC LENGTH OF 44.14 FEET TO THE WESTERLY LINE OF SAID LOT 17; THENCE SOUTH 00° 50' 50" EAST ALONG SAID LINE, A DISTANCE OF 145.98 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND BUT WITHOUT RIGHT OF SURFACE ENTRY UPON THE SURFACE OF SAID LAND OR SUBSURFACE THEREOF TO A DEPTH OF 500.00 FEET TO REMOVE OR EXACT THE SAME, AS RESERVED BY TRUST DATED FEBRUARY 23, 1965 (TI TRUST NO. 71-5449-005) IN DEED RECORDED NOVEMBER 22, 1983, AS INSTRUMENT NO. 242971, OF OFFICIAL RECORDS. THE ABOVE DESCRIBED DESCRIPTION CONFORMS TO LOT LINE ADJUSTMENT NO. 754, AS APPROVED BY THE CITY OF MORENO VALLEY PLANNING DEPARTMENT ON APRIL 04, 1988. ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT CONVEYED TO EASTERN MUNICIPAL WATER DISTRICT IN THE DEED RECORDED FEBRUARY 16, 1989 AS INSTRUMENT NO. 48533, OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 29, TRACT NO. 23390 OF SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP OF SAID TRACT FILED IN BOOK 204, PAGES 100 THROUGH 103 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, SAID CORNER LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CHAMPIONSHIP DRIVE, 66.00 FEET WIDE, SAID RIGHT-OF-WAY LINE BEING ON A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 543.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 57° 01' 26" EAST; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY LINE OF SAID LOT 29 SOUTH 09° 06' 03" EAST 38.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE SOUTH 37° 51' 17" EAST 31.25 FEET; THENCE SOUTH 42° 30' 07" WEST 19.18 FEET TO A POINT ON SAID EASTERLY LINE OF LOT 29; THENCE ALONG SAID EASTERLY LINE 09° 06' 03" WEST 39.31 FEET TO THE POINT OF BEGINNING. SAID LEGAL CONFORMS TO LOT LINE ADJUSTMENT NO. 846.

PARCEL 4A:

A 15' GOLF CART EASEMENT AS SHOWN ON THE MAP OF TRACT 22552 LYING WITHIN

LOT 8 OF TRACT 22552, FILED IN BOOK 177 OF MAPS, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5:

LOTS 1, 8 AND 9 OF TRACT NO. 22936, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF FILED IN BOOK 191, PAGES 98 THROUGH 104, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID LOT 1, SHOWN AS "NORTH 45° 19' 00" EAST 506.86'" ON SAID MAP; THENCE ALONG THE NORTHERLY, NORTHEASTERLY AND EASTERLY LINES OF SAID LOT 1, THE FOLLOWING COURSES: EASTERLY ALONG A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 118.00 FEET, THROUGH A CENTRAL ANGLE OF 80° 00' 45" AN ARC LENGTH OF 164.78 FEET; THENCE SOUTH 54° 40' 15" EAST 5.52 FEET; THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 68° 56' 55" AN ARC LENGTH OF 108.30 FEET; THENCE SOUTH 14° 16' 40" WEST 60.00 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 250.57 FEET, THROUGH A CENTRAL ANGLE OF 22° 57' 05" AN ARC LENGTH OF 100.37 FEET; THENCE LEAVING SAID EASTERLY LINE OF LOT 1, NORTH 14° 13' 06" EAST 157.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 70.00 FEET AND BEING CONCENTRIC WITH THAT CERTAIN CURVE HEREIN DESCRIBED AS HAVING A RADIUS OF 90.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, FROM AN INITIAL RADIAL LINE WHICH BEARS SOUTH 75° 43' 20" EAST, THROUGH A CENTRAL ANGLE OF 68° 56' 55" AN ARC LENGTH OF 84.24 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 54° 40' 15" WEST 6.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 125.00 FEET AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 41' 01" AN ARC LENGTH OF 147.66 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE SOUTHWESTERLY LINE OF SAID LOT 1, AS SHOWN AS "NORTH 173° 27' 32" WEST 140.00' L= 423.84'" ON SAID MAP; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 62° 33' 15" AN ARC LENGTH OF 152.85 FEET TO A POINT IN A LINE PARALLEL WITH AND 274.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF SAID LOT 8, SHOWN AS "NORTH 22° 45' 05" EAST 803.54'" ON SAID MAP; THENCE ALONG SAID PARALLEL LINE, NORTH 22° 45' 05" EAST 163.81 FEET TO A POINT IN THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID LOT 1, SHOWN AS "NORTH 50° 11' 09" EAST 173.75'" ON SAID MAP; THENCE ALONG SAID COURSE, SOUTH 50° 11' 09" WEST 21.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN CURVE IN THE SOUTHERLY LINE OF SAID LOT 8, SHOWN AS " $= 172^{\circ} 40' 01''$ " $R = 125.00'$ $L = 376.70''$ " ON SAID MAP; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $58^{\circ} 32' 18''$ AN ARC LENGTH OF 127.71 FEET; THENCE NORTH $10^{\circ} 44' 55''$ WEST 135.51 FEET TO A POINT IN THAT CERTAIN CURVE IN THE WESTERLY LINE OF SAID LOT 8, SHOWN AS " $NORTH 15^{\circ} 25' 07''$ EAST 486.53'" ON SAID MAP; SAID POINT BEING DISTANT 15.00 FEET, NORTHERLY ALONG SAID COURSE, FROM ITS SOUTHERLY TERMINUS; THENCE SOUTH $15^{\circ} 25' 07''$ WEST 15.00 FEET TO SAID SOUTHERLY TERMINUS AND THE TRUE POINT OF BEGINNING.

PARCEL D:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID LOT 8, SHOWN AS " $NORTH 24^{\circ} 13' 22''$ EAST 599.09'" ON SAID MAP; (SAID COURSE TO BE REFERRED TO AS COURSE "A"); THENCE ALONG SAID COURSE, NORTH $24^{\circ} 13' 22''$ EAST 160.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COURSE, NORTH $24^{\circ} 13' 22''$ EAST 438.73 FEET; THENCE NORTH $23^{\circ} 16' 39''$ EAST 193.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE $25^{\circ} 50' 31''$ AN ARC LENGTH OF 67.65 FEET TO A POINT IN A LINE PARALLEL WITH AND 15.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID COURSE DESCRIBED HEREIN AS HAVING A BEARING OF NORTH $23^{\circ} 16' 39''$ EAST AND A DISTANCE OF 193.61 FEET; THENCE ALONG SAID PARALLEL LINE, SOUTH $23^{\circ} 16' 39''$ WEST 259.11 FEET TO A POINT IN A LINE PARALLEL WITH AND 15.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID COURSE "A"; THENCE ALONG SAID PARALLEL LINE, SOUTH $24^{\circ} 13' 22''$ WEST 341.00 FEET; THENCE SOUTH $32^{\circ} 56' 15''$ WEST 99.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL E:

BEGINNING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF SAID LOT 9, SHOWN AS " $SOUTH 89^{\circ} 27' 18''$ EAST 1104.37'" ON SAID MAP; (SAID COURSE TO BE REFERRED TO AS COURSE "B"); THENCE ALONG SAID COURSE, SOUTH $89^{\circ} 27' 18''$ EAST 1104.37 FEET TO ITS EASTERLY TERMINUS AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $28^{\circ} 21' 27''$ AN ARC LENGTH OF 61.87 FEET TO A POINT IN A LINE PARALLEL WITH AND 15.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID COURSE "B"; THENCE ALONG SAID PARALLEL LINE NORTH $89^{\circ} 27' 18''$ WEST 1163.74 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 83.00 FEET AND BEING CONCENTRIC WITH THAT CERTAIN CURVE IN THE WESTERLY LINE OF SAID LOT 9, SHOWN AS " $= 165^{\circ} 27' 55''$ " $R = 98.00'$ $L = 283.02''$ " ON SAID MAP; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 83.00 FEET, THROUGH A CENTRAL ANGLE OF $127^{\circ} 07' 36''$ AN ARC LENGTH OF 184.16 FEET; THENCE SOUTH $3^{\circ} 11' 12''$ EAST 23.61 FEET TO A POINT IN SAID CURVE DESCRIBED HEREIN AS HAVING A RADIUS OF 98.00 FEET; SAID POINT BEING DISTANT 45.73 FEET NORTHWESTERLY ALONG SAID CURVE, FROM ITS SOUTHEASTERLY TERMINUS; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE, FROM AN INITIAL RADIAL

LINE WHICH BEARS SOUTH 41° 48' 48" WEST, THROUGH A CENTRAL ANGLE OF 138° 43' 54" AN ARC LENGTH OF 237.29 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL F:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE EASTERLY LINE OF SAID LOT 9, SHOWN AS "SOUTH 00° 25' 56" EAST 49.94'" ON SAID MAP; THENCE ALONG SAID COURSE, SOUTH 0° 25' 56" WEST (CORRECTED BEARING) 49.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 26' 07" AN ARC LENGTH OF 48.95 FEET TO A POINT IN A LINE PARALLEL WITH AND 241.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF MORENO BEACH DRIVE, AS SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE NORTH 0° 25' 39" EAST 145.38 FEET TO A POINT IN THAT CERTAIN CURVE IN THE NORTHEASTERLY LINE OF SAID LOT 9, SHOWN AS " = 89° 53' 14" R = 125.00' L = 196.10' ON SAID MAP; THENCE SOUTHEASTERLY ALONG SAID CURVE, FROM AN INITIAL RADIAL LINE WHICH BEARS NORTH 67° 58' 57" EAST, THROUGH A CENTRAL ANGLE OF 22° 26' 59" AN ARC LENGTH OF 48.98 FEET TO THE TRUE POINT OF BEGINNING. SAID LEGAL CONFORMS TO LOT LINE ADJUSTMENT NO. 824 RECORDED MARCH 29, 1991, AS INSTRUMENT NO. 102574, OF OFFICIAL RECORDS.

PARCEL 5A:

THE NON-EXCLUSIVE RIGHT OF PEDESTRIAN AND GOLF CART INGRESS AND EGRESS OVER THE GOLF CART CROSSING LOCATED UNDER IRIS AVENUE IN THE CITY OF MORENO VALLEY AT STA 54-12.0.

PARCEL 5B:

THE NON-EXCLUSIVE RIGHT OF PEDESTRIAN AND GOLF CART INGRESS AND EGRESS OVER THE GOLF CART CROSSING LOCATED UNDER MORENO BEACH DRIVE IN THE CITY OF MORENO VALLEY AT STA 49-31.1.

PARCEL 5C:

THE NON-EXCLUSIVE RIGHT OF PEDESTRIAN AND GOLF CART INGRESS AND EGRESS OVER THE GOLF CART CROSSING LOCATED UNDER JOHN F. KENNEDY DRIVE IN THE CITY OF MORENO VALLEY STA 110-72.36

PARCEL 5D:

A NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO GOLF CART PATHS FOR GOLF CARTS AND OTHER GOLF AND GOLF COURSE-RELATED VEHICLES, TRAFFIC AND USE, NOW HEREAFTER LOCATED THEREON FOR THE BENEFIT OF LOTS 2, 11, 12 AND 18 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OR RIVERSIDE COUNTY, OVER ALL THAT REAL PROPERTY DENOTED AS GOLF CART EASEMENTS OVER LOTS 1, 3, 5, 8, 9, 10, 17, 19, 20, AND 21 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA INC., IN DEED RECORDED FEBRUARY 18, 1988 AS INSTRUMENT NO. 43225 OF OFFICIAL RECORDS. PARCEL 5E: A NON-EXCLUSIVE

EASEMENT FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO EXTERIOR WALLS, FENCES, LANDSCAPING AND OTHER SIMILAR AND RELATED AMENITIES NOW OR HEREAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC., IN DEED RECORDED FEBRUARY 18, 1988 AS INSTRUMENT NO. 43225 OF OFFICIAL RECORDS, FOR THE BENEFIT OF LOTS 2, 11, 12 AND 18 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, ON OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 5E.1:

THAT PORTION OF LOT 19 OF TRACT 22552 AS SHOWN BY MAP ON FILE IN BOOK 177 OF MAPS, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE EASTERLY TERMINUS OF A COURSE IN THE NORTHERLY LINE OF SAID LOT 19 WHICH BEARS NORTH 58° 32' 25" EAST, A DISTANCE OF 32.79 FEET; THENCE SOUTH 75° 59' 18" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 19, A DISTANCE OF 13.58 FEET; THENCE SOUTH 14° 00' 42" WEST, A DISTANCE OF 19.00 FEET; THENCE SOUTH 58° 32' 25" WEST, A DISTANCE OF 22.03 FEET; THENCE SOUTH 14° 00' 42" WEST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 58° 32' 25" WEST, A DISTANCE OF 11.17 FEET TO THE EASTERLY LINE OF THAT CERTAIN 15.00 FEET WIDE LANDSCAPE EASEMENT WITHIN LOT 19 AS SHOWN ON SAID TRACT 22552; THENCE NORTHERLY ALONG SAID EASTERLY LINE ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2082.00 FEET, THROUGH AN ANGLE OF 01° 40' 39", AN ARC LENGTH OF 60.96 FEET TO THE NORTHERLY LINE OF SAID LOT 19, (THE INITIAL RADIAL LINE BEARS SOUTH 73° 11' 22" EAST); THENCE NORTH 58° 32' 25" EAST, ALONG SAID LINE, A DISTANCE OF 10.87 FEET TO THE POINT OF BEGINNING.

PARCEL 5E.2:

THAT PORTION OF LOT 20 OF TRACT 22552 AS SHOWN BY MAP ON FILE IN BOOK 177 OF MAPS, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY TERMINUS OF A COURSE IN THE WESTERLY LINE OF SAID LOT 20 WHICH BEARS NORTH 32° 58' 58" WEST, A DISTANCE OF 31.37 FEET; THENCE NORTH 32° 58' 58" WEST, ALONG SAID LINE, A DISTANCE OF 10.40 FEET TO THE EASTERLY LINE OF THAT CERTAIN 15.00 FOOT WIDE LANDSCAPE EASEMENT WITHIN LOT 20 AS SHOWN ON SAID TRACT 22552; THENCE NORTHERLY ALONG SAID EASTERLY LINE ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2082.00 FEET, THROUGH AN ANGLE OF 01° 39' 29", AN ARC LENGTH OF 60.25 FEET, (THE INITIAL RADIAL LINE BEARS SOUTH 77° 05' 31" EAST); THENCE SOUTH 32° 58' 58" EAST, A DISTANCE OF 10.63 FEET; THENCE SOUTH 14° 00' 42" WEST, A DISTANCE OF 26.00 FEET; THENCE SOUTH 32° 58' 58" EAST, A DISTANCE OF 22.08 FEET; THENCE SOUTH 14° 00' 42" WEST, A DISTANCE OF 19.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 20; THENCE NORTH 75° 59' 18" WEST, ALONG SAID LINE, A DISTANCE OF 14.28 FEET TO THE POINT OF BEGINNING.

PARCEL 5E.3:

ALL OF THE EASEMENTS (INDICATED AS LANDSCAPE EASEMENT WITHIN LOTS 1, 3, 5, 8, 9, 10, 19, 20 AND 21 OF TRACT 22552 AS SHOWN BY MAP ON FILE IN BOOK 177 OF MAPS, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5F:

A NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO EXTERIOR WALLS, FENCES, LANDSCAPING AND OTHER SIMILAR AND RELATED AMENITIES NOW OR HEREINAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC., IN DEED RECORDED NOVEMBER 16, 1988, AS INSTRUMENT NO. 335610 OF OFFICIAL RECORDS, FOR THE BENEFIT OF LOTS 2, 11, 12, AND 18 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, ON, OVER, ACROSS AND THROUGH THOSE PORTIONS OF THE PROPERTY SO SPECIFIED AS "LANDSCAPE EASEMENT" ON LOT 14 AND A PORTION OF LOT 13, OF TRACT 22552 AS SHOWN BY MAP ON FILE IN MAP BOOK 177, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: ALL OF SAID LOT 14 AND THAT PORTION OF LOT 13 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 14 AND ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 62° 01' 37" EAST ALONG THE COMMON LOT LINE BETWEEN SAID LOTS 13 AND 14 A DISTANCE OF 200.48 FEET; THENCE SOUTH 40° 09' 46" WEST, A DISTANCE OF 186.06 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET, SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND LOT 13; THENCE NORTH 40° 50' 14" WEST ALONG SAID COMMON LOT LINE BETWEEN LOTS 12 AND 13 A DISTANCE OF 74.66 FEET TO THE POINT OF BEGINNING.

PARCEL 5G:

A NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF AND ACCESS TO (A) ROADS, STREETS AND OTHER WAYS NOW OR HEREINAFTER LOCATED UPON THE PROPERTY; AND (B) UNDERGROUND WATER, ELECTRICAL, GAS, CABLE, TELEVISION, TELEPHONE, SEWER, DRAINAGE AND OTHER UTILITY LINES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED NOVEMBER 16, 1988 AS INSTRUMENT NO. 335610 OF OFFICIAL RECORDS, FOR THE BENEFIT OF LOTS 2, 11, 12, AND 18 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, ON, OVER, ACROSS AND THROUGH LOT 14 AND A PORTION OF LOT 13, OF TRACT 22552 AS SHOWN BY MAP ON FILE IN MAP BOOK 177, PAGES 47 THROUGH 52 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED FOLLOWS: ALL OF SAID LOT 14 AND THAT PORTION OF LOT 13 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 14 AND ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 62° 01' 37" EAST ALONG THE COMMON LOT LINE BETWEEN SAID LOTS 13 AND 14 A DISTANCE OF 200.48 FEET; THENCE SOUTH 40° 09' 46" WEST, A DISTANCE OF 186.06 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET, SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND LOT 13; THENCE NORTH 40° 50' 14" WEST ALONG SAID COMMON LOT LINE BETWEEN LOTS 12 AND 13 A DISTANCE OF 74.66 FEET TO THE POINT OF BEGINNING.

PARCEL 5H:

A NON-EXCLUSIVE EASEMENT, FOR THE CONSTRUCTION, INSTALLATION, USE,

MAINTENANCE, REPAIR, REPAIR, REPLACEMENT OF AND ACCESS TO EXTERIOR WALLS, FENCES, LANDSCAPING AND OTHER SIMILAR AND RELATED AMENITIES NOW OR HEREAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED NOVEMBER 22, 1988 AS INSTRUMENT NO. 342427 OF OFFICIAL RECORDS, ON, OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOT 16, A PORTION OF LOTS 12 AND 13 OF TRACT 22552 AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS: ALL OF LOT 16 OF TRACT 22552, TOGETHER WITH ALL OF LOT 13 EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 14 AS SHOWN ON SAID MAP AND ALSO BEING THE MOST WESTERLY CORNER OF SAID LOT 13; THENCE NORTH 62° 01' 37" EAST ALONG THE COMMON LOT LINE BETWEEN SAID LOTS 13 AND 14 A DISTANCE OF 200.48 FEET; THENCE SOUTH 40° 09' 46" WEST, A DISTANCE OF 186.06 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET, SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND LOT 13; THENCE NORTH 49° 50' 14" WEST ALONG SAID COMMON LOT LINE BETWEEN LOTS 12 AND 13 A DISTANCE OF 74.66 FEET TO THE POINT OF BEGINNING. AND INCLUDING A PORTION OF LOT 12 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTH 77° 46' 33" WEST A DISTANCE OF 63.48 FEET; THENCE NORTH 35° 12' 14" WEST A DISTANCE OF 117.73 FEET TO A POINT FROM WHICH THE MOST SOUTHERLY CORNER OF SAID LOT 13 BEARS SOUTH 49° 50' 14" EAST A DISTANCE OF 170.00 FEET; SAID POINT BEING ON THE COMMON LOT LINE BETWEEN SAID LOT 12 AND SAID LOT 13; THENCE SOUTH 49° 50' 14" EAST ALONG SAID COMMON LOT LINE 170.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5I:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF LOTS 1, 2, 3, 5, 6, 7, 8, AND 9 OF TRACT NO. 22936, AS SHOWN BY MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY OVER LOTS 4, 12, 13 AND 14 OF TRACT 22936, AS PER MAP RECORDED IN BOOK 191 OF MAPS, PAGES 98 THROUGH 104, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO GOLF CART PATHS FOR GOLF CARTS AND OTHER GOLF AND GOLF COURSE-RELATED VEHICLES, TRAFFIC AND USAGE, NOW OR HEREAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED DECEMBER 29, 1988, AS INSTRUMENT NO. 383455 OFFICIAL RECORDS. EXCEPTING THEREFROM THOSE PORTIONS WHICH WERE QUITCLAIMED TO GREYSTONE HOMES, INC., A DELAWARE CORPORATION, BY QUITCLAIM AND TERMINATION OF EASEMENTS WHICH RECORDED APRIL 08, 2005 AS INSTRUMENT NO. 2005-0279993 OFFICIAL RECORDS.

PARCEL 5J:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF LOTS 1, 2, 3, 5, 6, 7, 8, AND 9 OF TRACT NO. 22936, AS SHOWN BY MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY OVER ALL THAT REAL PROPERTY DENOTED AS R/W FOR LANDSCAPE EASEMENT ON LOTS 4, 12, 13 AND 14 OF TRACT 22936, AS PER MAP RECORDED IN BOOK 191 OF MAPS, PAGES 98 THROUGH 104, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO EXTERIOR WALLS, FENCES, LANDSCAPING AND OTHER SIMILAR AND

RELATED AMENITIES NOW OR HEREAFTER LOCATED THEREON, AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED DECEMBER 29, 1988, AS INSTRUMENT NO. 383455 OF OFFICIAL RECORDS. EXCEPTING THEREFROM THOSE PORTIONS WHICH WERE QUITCLAIMED TO GREYSTONE HOMES INC., A DELAWARE CORPORATION, BY QUITCLAIM AND TERMINATION OF EASEMENTS WHICH RECORDED APRIL 08, 2005 AS INSTRUMENT NO. 2005-0279993 OFFICIAL RECORDS.

PARCEL 5K:

A NON-EXCLUSIVE EASEMENT OVER LOT 17 OF TRACT 22936, AS PER PLAT RECORDED IN BOOK 191 OF MAPS, PAGES 98 THROUGH 104, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF AND ACCESS TO (A) ROADS, STREETS AND OTHER WAYS NOW OR HEREAFTER LOCATED THEREON; AND (B) UNDERGROUND WATER, ELECTRICAL, GAS, CABLE, TELEVISION, TELEPHONE, SEWER, DRAINAGE AND OTHER UTILITY LINES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED JUNE 30, 1989, AS INSTRUMENT NO. 220667 OFFICIAL RECORDS.

PARCEL 5L:

A NON-EXCLUSIVE EASEMENT, ON, OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOT 17 OF TRACT 22936, AS SHOWN BY MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, DENOTED AS LETTERED EASEMENTS (A) FOR GOLF CART PATH AND STORM DRAIN FACILITIES FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO GOLF CART FOR CARTS AND OTHER GOLF COURSE-RELATED VEHICLES, TRAFFIC AND USAGE, NOW OR HEREINAFTER LOCATED THEREON AND STORM DRAIN FACILITIES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED JUNE 30, 1989 AS INSTRUMENT NO. 220667, OF OFFICIAL RECORDS.

PARCEL 5M:

A NON-EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF AND ACCESS TO (A) ROADS, STREETS AND OTHER WAYS NOW OR HEREINAFTER LOCATED THEREON; AND (B) UNDERGROUND WATER, ELECTRICAL, GAS, CABLE, TELEVISION, TELEPHONE, SEWER, DRAINAGE AND OTHER UTILITY LINES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED OCTOBER 31, 1989, AS INSTRUMENT NO. 379927 OF OFFICIAL RECORDS, OVER LOT 16 OF TRACT 22936, AS PER PLAT RECORDED IN BOOK 191 OF MAPS, PAGES 98 THROUGH 104, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA. EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY AND NORTHWESTERLY LINE OF MORENO BEACH DRIVE AS SHOWN ON AMENDED PARCEL MAP 16950 RECORDED IN BOOK 113, PAGES 62 THROUGH 70, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY. FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF CONTAINED IN THE DEED TO THE ROBERT P. WARMINGTON CO., A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 18, 1987, AS INSTRUMENT NO. 271793, OF OFFICIAL RECORDS.

PARCEL 5N:

A NON-EXCLUSIVE EASEMENT, ON, OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOT 16 OF TRACT 22936, AS SHOWN BY MAP RECORDED IN BOOK 191, PAGES 98 THROUGH 104, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY DENOTED AS LETTERED EASEMENTS (A) FOR GOLF CART PATH AND STORM DRAIN FACILITIES FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO GOLF CART PATHS FOR CARTS AND OTHER GOLF COURSE-RELATED VEHICLES, TRAFFIC AND USAGE, NOW OR HEREINAFTER LOCATED THEREON AND STORM DRAIN FACILITIES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED OCTOBER 31, 1989 AS INSTRUMENT NO. 379927 OF OFFICIAL RECORDS.

PARCEL 5O:

A NON-EXCLUSIVE EASEMENT OVER LOT 4 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR AND/OR REPLACEMENT OF AND ACCESS TO (A) ROADS, STREETS AND OTHER WAYS NOW OR HEREAFTER LOCATED UPON THE PROPERTY; AND (B) UNDERGROUND WATER, ELECTRICAL, GAS, CABLE, TELEVISION, TELEPHONE, SEWERS, DRAINAGE AND OTHER UTILITY LINES AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 448561 OF OFFICIAL RECORDS. PARCEL 5P: A NON-EXCLUSIVE AND EASEMENT, IN PERPETUITY, ON, OVER, OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOT 4 OF TRACT 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY SO SPECIFIED AS "LANDSCAPE EASEMENT" FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO EXTERIOR WALLS, FENCES, LANDSCAPING AND OTHER SIMILAR AND RELATED AMENITIES NOW OR HEREAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED DECEMBER 22, 1989, AS INSTRUMENT NO. 448561 OFFICIAL RECORDS.

PARCEL 5Q:

A NON-EXCLUSIVE EASEMENT, ON, OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOT 4 OF TRACT MAP 22552, AS SHOWN BY MAP RECORDED IN BOOK 177, PAGES 47 THROUGH 52, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, SO SPECIFIED AS "EQUESTRIAN EASEMENT" FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT OF AND ACCESS TO EQUESTRIAN TRAILS AND OTHER SIMILAR AND RELATED AMENITIES NOW OR HEREAFTER LOCATED THEREON AS RESERVED BY LANDMARK LAND COMPANY OF CALIFORNIA, INC. IN DEED RECORDED DECEMBER 22, 1989 AS INSTRUMENT NO. 448561 OF OFFICIAL RECORDS.

PARCEL 5R:

AN EASEMENT FOR STORM DRAIN PURPOSES ACROSS, THROUGH AND UNDER THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF LOT 4 OF TRACT 22936, AS SHOWN BY MAP ON FILE IN MAP BOOK 191, PAGES 98 THROUGH 104 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 17 OF SAID TRACT 22936; THENCE NORTH 13° 10' 55" EAST, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 12.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 79° 13' 49" WEST AND PARALLEL WITH THE

NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 355.16 FEET TO THE EASTERLY LINE OF LOT 7 OF SAID TRACT 22936, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 50° 41' 17" EAST; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE OF LOT 7 AND ALONG SAID NONTANGENT CURVE THROUGH A CENTRAL ANGLE OF 00° 51' 58", AN ARC LENGTH OF 2.27 FEET TO A POINT WHICH IS 9.00 FEET NORTHERLY OF (MEASURED AT RIGHT ANGLES) THE NORTHERLY LINE OF SAID LOT 17; THENCE NORTH 79° 13' 49" EAST, PARALLEL WITH AND 9.00 FEET NORTHERLY OF (MEASURED AT RIGHT ANGLES) TO THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 353.20 FEET TO SAID EASTERLY LINE OF LOT 4; THENCE NORTH 13° 10' 55" EAST, ALONG SAID EASTERLY LINE A DISTANCE OF 2.19 FEET TO THE TRUE POINT OF BEGINNING, AS GRANTED TO LANDMARK LAND COMPANY OF CALIFORNIA, INC., IN EASEMENT RECORDED DEC 30, 1991, AS INSTRUMENT NO. 449422, OF OFFICIAL RECORDS.

PARCEL 5S:

AN EASEMENT FOR STORM DRAIN PURPOSES ACROSS, THROUGH, AND UNDER THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF LOT 4 OF TRACT 22936, AS SHOWN BY MAP ON FILE IN MAP BOOK 191, PAGES 98 THROUGH 104 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 17 OF SAID TRACT 22936; THENCE NORTH 00° 26' 12" WEST ALONG THE EASTERLY LINE OF LOT 6 OF SAID TRACT 22936; THENCE NORTH 00° 26' 12" WEST ALONG THE EASTERLY LINE OF LOT 6 OF SAID TRACT 22936, A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 26' 12" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 4.50 FEET; THENCE NORTH 88° 58' 02" EAST, PARALLEL TO THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 268.23 FEET TO THE EASTERLY LINE OF LOT 7 OF SAID TRACT 22936, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 125.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 79° 38' 41" WEST; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF LOT 7 AND ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02° 05' 49", AN ARC LENGTH OF 4.57 FEET TO THE BEGINNING OF A LINE NON-TANGENT TO SAID CURVE; THENCE SOUTH 88° 58' 02" WEST, PARALLEL WITH AND 7.50 NORTHERLY OF (MEASURED AT RIGHT ANGLES) THE NORTHERLY LINE OF SAID LOT 17, A DISTANCE OF 267.45 FEET TO THE TRUE POINT OF BEGINNING; AS GRANTED TO LANDMARK LAND COMPANY OF CALIFORNIA, INC., IN EASEMENT RECORDED DECEMBER 30, 1991, AS INSTRUMENT NO. 449421, OF OFFICIAL RECORDS.

PARCEL 5T:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE USE AND ENJOYMENT TO DRAW AND USE WATER AS GRANTED TO LANDMARK LAND COMPANY OF CALIFORNIA, INC., IN DEED RECORDED APRIL 03, 1987, AS INSTRUMENT NO. 93094 AND AS MODIFIED IN MODIFICATION OF EASEMENT RECORDED MARCH 14, 1989, AS INSTRUMENT NO. 78086 AND QUITCLAIM DEED MODIFICATION AND EASEMENT DEED RECORDED ON DECEMBER 30, 1991 AS INSTRUMENT NO. 449423, ALL OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS: THOSE PORTIONS OF PARCEL MAP 22701 AS SHOWN BY MAP ON FILE IN BOOK 159 OF PARCEL MAPS, PAGES 3 THROUGH 14 THEREOF, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 5TA:

Attachment: Original Maintenance Agreement (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley Ranch Golf

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MORRISON STREET AND THE NORTHERLY LINE OF PARCEL 1 OF SAID PARCEL MAP 22701; THENCE SOUTH 89° 32' 58" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 52.15 FEET; THENCE SOUTH 00° 27' 02" WEST, A DISTANCE OF 20.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 27' 02" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89° 32' 58" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00° 27' 02" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89° 32' 58" EAST, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5TB:

AN 8.00 FOOT WIDE EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE HEREIN ABOVE DESCRIBED TRUE POINT OF BEGINNING; THENCE NORTH 45° 27' 02" EAST, A DISTANCE OF 14.25 FEET TO A LINE WHICH IS PARALLEL WITH AND 10.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID PARCEL 1; THEN SOUTH 89° 32' 58" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1223.09 FEET TO A LINE WHICH IS PARALLEL WITH AND 35.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE EASTERLY LINE OF SAID PARCEL 1; THENCE SOUTH 00° 23' 38" WEST, ALONG LAST SAID PARALLEL LINE A DISTANCE OF 946.37 FEET TO THE NORTHERLY LINE OF LOT "I" AS SHOWN ON SAID PARCEL MAP 22701. THEN SIDELINES OF THE ABOVE DESCRIBED PARCEL "B" TO BE LENGTHENED OR SHORTENED AS TO TERMINATE TO THE WEST ON THE NORTH AND EAST LINES OF THE ABOVE DESCRIBED PARCEL "A" AND TERMINATE TO THE SOUTH ON SAID NORTHERLY LINE OF LOT "I".

PARCEL 5TC:

AN 8.00 FOOT WIDE EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF MORRISON STREET AND THE SOUTHERLY LINE OF BLOCK 152 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP NO. 1 AS SHOWN BY MAP ON FILE IN BOOK 11 OF MAPS, PAGE 10 THEREOF, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA; THENCE SOUTH 89° 32' 58" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 152 A DISTANCE OF 29.58 FEET; THENCE SOUTH 00° 27' 02" WEST, A DISTANCE OF 30.66 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45° 27' 02" EAST, A DISTANCE OF 29.22 FEET TO A LINE WHICH IS PARALLEL WITH AND 10.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, THE SOUTHERLY LINE OF SAID BLOCK 152; THENCE SOUTH 89° 32' 58" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1235.08 FEET TO A LINE WHICH IS PARALLEL WITH AND 35.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLES, THE WESTERLY LINE OF BLOCK 157 OF SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, MAP NO. 1; THENCE SOUTH 00° 23' 38" WEST, ALONG LAST SAID PARALLEL LINE A DISTANCE OF 1448.69 FEET TO POINT "A", SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1929.00 FEET, A RADIAL LINE FROM SAID BEGINNING BEARS NORTH 00° 36' 32" WEST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 02' 14" AN ARC LENGTH OF 34.92 FEET TO A LINE WHICH IS PARALLEL WITH AND 138.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES, THE SOUTHERLY LINE OF SAID BLOCK 157; THENCE SOUTH 89° 34' 18" EAST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 1319.63 FEET TO A LINE WHICH IS PARALLEL WITH AND 138.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLE, THE SOUTHERLY LINE OF BLOCK 158 OF SAID BEAR

VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP NO. 1; THENCE SOUTH 89° 33' 44" EAST ALONG LAST SAID PARALLEL LINE A DISTANCE OF 120.89 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED BY DEED RECORDED 9-18-97 AS INSTRUMENT NO. 271793 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM THAT PORTION WHICH FALLS WITHIN PARCEL 1 OF PARCEL MAP 22701 AS SHOWN BY PARCEL MAP ON FILE IN BOOK 159 OF PARCEL MAPS, PAGES 3 THROUGH 14 THEREOF RECORDS OF THE COUNTY OF RIVERSIDE. THE SIDELINES OF THE ABOVE DESCRIBED PARCEL TO BE LENGTHENED OR SHORTENED AS TO TERMINATE TO THE NORTH ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL 1 AND TO TERMINATE TO THE EAST ON THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED BY DEED RECORDED 9-18-87 AS INSTRUMENT NO. 271793.

PARCEL 5U:

EASEMENTS CREATED BY THAT CERTAIN EASEMENT GRANT DEED FROM VIA VERDE COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, TO ATSUGI KOKUSAI (U.S.A.), INC., A CALIFORNIA CORPORATION, WHICH RECORDED APRIL 08, 2005 AS INSTRUMENT NO. 2005-0279994 OFFICIAL RECORDS. PARCEL 6: OPEN SPACE LOTS H AND I OF TRACT NO. 30195, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 325, PAGES 1-7 OF MAPS, RECORDS OF SAID COUNTY. APN: 304-240-003-6 (AFFECTS LOT 2 OF PARCEL 1) 304-260-006-1 (AFFECTS LOT 3 OF PARCEL 1) 304-280-014-0 (AFFECTS LOT 5 OF PARCEL 1) 304-260-003-8 (AFFECTS LOT 6 OF PARCEL 1) 304-260-005-0 (AFFECTS LOT 7 OF PARCEL 1) 304-030-005-9 (AFFECTS PARCEL 2) 304-100-007-7 (AFFECTS PARCEL 3) 304-100-008-8 (AFFECTS PARCEL 4; OLD APN: 304-100-006-6) 304-240-006-9 (AFFECTS PORTION OF LOT 8 OF PARCEL 5) 304-250-006-0 (AFFECTS PORTION OF LOT 8 OF PARCEL 5) 304-240-010-2 (AFFECTS LOT 9 OF PARCEL 5) 304-240-013-5 (AFFECTS PORTION OF LOT 1 OF PARCEL 5) 304-250-008-2 (AFFECTS PORTION OF LOT 1 OF PARCEL 5) 304-401-011 (AFFECTS LOT H OF PARCEL 6) 304-403-012 (AFFECTS LOT I OF PARCEL 6)

LESS AND EXCEPTING THAT CERTAIN PARCEL OF LAND SHOWN ON TENTATIVE MAP 37189 TO BE RECORDED IN THE OFFICIAL RECORDS AS SHOWN IN EXHIBIT A ATTACHED HERETO.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of the 16th day of November, 2018, by and between ROC III CA Belago, LLC, a Delaware limited liability company ("Owner"), and the City of Moreno Valley, California (the "City").

RECITALS:

WHEREAS, Owner purchased in foreclosure certain parcels in the Moreno Valley Ranch Specific Plan undertaken to develop a multifamily 417-unit apartment project (Project) within the City including (the "Multifamily Parcel"), which Project would not be permitted under current zoning and Specific Plan provisions; and

WHEREAS, provisions of the current Specific Plan call for a 27-hole operating golf course to be an existing amenity to the residences within the plan, but such golf course closed and leaving the area of the closed golf course in a state of neglect thus creating a negative effect on the surrounding properties; and

WHEREAS, the City is willing to support Owner's application for the needed amendments and entitlements in order for the Project to move forward provided that Owner agrees to maintain or cause to be maintained a golf course on certain property which is located adjacent to the Multifamily Parcel and is more particularly described in Exhibit B to the Golf Course Property Maintenance Agreement between the Parties (the "Golf Course Parcel") for a period of ten years commencing on the date that the Golf Course Parcel is open for business as an operational golf course (the "Term"), or in the event the golf course closes to maintain the Golf Course Parcel in a Park-like manner meeting City standards for park property; and

WHEREAS, in order to ensure that the Golf Course Parcel is properly maintained for the Term, Owner has agreed to deposit funds into an escrow account with the City in an amount sufficient for such maintenance upon the terms and conditions set forth below for the duration of the Term.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in foregoing recitals (which are hereby incorporated herein and are true and correct), covenants and obligations set forth below and other consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Attachment: Original Escrow Agreement (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley Ranch Golf Course)

1. **Escrow Account.** An Escrow Account will be established by the City designated as the MORENO VALLEY GOLF COURSE ACCOUNT (the "Golf Course Account").

2. **Deposit to Account.** Pursuant to the provisions of the Golf Course Maintenance Agreement, Owner will through a wire transfer or similar electronic means deposit with the City, and the City will deposit into a non interest bearing Golf Course Account, the sum of Four Million and No/100 Dollars (\$4,000,000.00) (the "Escrow Funds"), which represents an agreed-upon annual maintenance and water supply budget of Four Hundred Thousand Dollars (\$400,000.00). The City will not commingle the Escrow Funds with funds of any other account.

3. **Covenant Regarding Well Water and Pumping Costs.** The \$400,000 per year includes the estimated cost of recycled water from Eastern Municipal Water District for the Golf Course Parcel during the Term. In addition, as a condition of approval for the Project, prior to any building permits being issued Owner shall provide the City with verifiable documented proof of Owner's right to pump well water for irrigation purposes on the Golf Course Parcel, easements related to any water pipes transmitting that water to the Golf Course Parcel and related document(s), that will survive any change in ownership or insolvency proceeding, which gives the City the right to pump, maintain repair all of the water delivery infrastructure for a period of ten years in the event that the Escrow Account Funds need to be used by the City for the designated purposes. City shall have the right to irrigate the Golf Course Parcel at no cost to the City.

4. **City's Use of the Escrow Funds.** In the event the Owner or any successor in interest fails to fully operate the golf course on the Golf Course Parcel, the City shall have the right to immediately access the Escrow Funds in an amount not to exceed \$400,000 for each 12-month period to be solely used for maintenance of the Golf Course Parcel, (or any part thereof not being operated as a Golf Course) in accordance with the Golf Course Property Maintenance Agreement executed by the Parties.

5. **Annual Disbursements.** For each year that the golf course remains in full operation on the Golf Course Parcel during the Term, the City shall disburse \$400,000 for that year to Owner by no later than two (2) months following the end of the twelve months of full operations. All Escrow Funds remaining as of the last day of the Term, after making the disbursements necessary to maintain the Golf Course Parcel according to the terms of the Golf Course Maintenance Agreement, shall be disbursed by the City to Owner.

6. **Costs and Attorneys' Fees.** In the event there is a breach of this Agreement, the party in breach shall pay all costs, expenses and attorneys' fees incurred by the other party in enforcing its rights hereunder.

7. **Severability.** In the event that any condition, covenant or other provision contained herein is held by a court of competent jurisdiction to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, condition or provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such shall be deemed valid to the extent of the scope or breadth permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the Escrowed Funds, and supersedes all prior agreements and understandings pertaining thereto.

9. **Waiver.** Failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach hereof shall not constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.

10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law rules.

11. **Successors and Assigns.** This Agreement shall be binding upon the heirs, representatives, successors and assigns of the parties hereto.


12. **Interpretation.** The captions which precede the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile or electronic (e-mail) signatures shall be deemed valid and binding for all purposes hereunder.


IN WITNESS WHEREOF, the parties hereto through authorized representatives have each caused this Agreement to be executed as of the date first above written.

ROC III CA Belago, LLC
a Delaware limited liability company

By: ROC III Real Estate Holdings 2, LLC
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jonathan Slager
Its: Manager

CITY:
The City of Moreno Valley

By: 
Name: _____
Its: _____

Attachment: Original Escrow Agreement (4059 : Amended Maintenance and Escrow Agreements for the Moreno Valley Ranch Golf Course)



Report to City Council

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

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX
 THREE PARCELS INTO COMMUNITY FACILITIES
 DISTRICT NO. 1 (PARK MAINTENANCE) — AS
 ANNEXATION NO. 2020-53 (RESO. NO. CSD 2020-___)

RECOMMENDED ACTION

Recommendation:

Acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) adopt Resolution No. CSD 2020-___, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation No. 2020-53 to its Community Facilities District No. 1 and approving the amended map for said District.

SUMMARY

Approval of the proposed resolution will certify the annexation of three parcels into Community Facilities District (CFD) No. 1 (Park Maintenance) (“District”). This action impacts only the property owner identified below, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed development (e.g., the increase in demand on parks created by residential development). The City created CFD No. 1 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the CSD Board approves the annexation, a special tax can be levied on the annual

property tax bills of the annexed parcels to fund the cost of increased demands on parks.

As a condition of approval for development of its project, Meritage Homes of California, Inc. (the "Property Owner") is required to provide a funding source to maintain parks and has elected to annex the parcels of the project into the District to satisfy the condition. The Property Owner submitted a Landowner Petition approving the annexation and the City Clerk has confirmed the petition is valid.

DISCUSSION

The District was formed on July 8, 2003, to provide an alternative funding tool for the development community. It provides a mechanism to fund the continued maintenance, enhancement, and/or retrofit of parks, open spaces, linear parks, and/or trail systems included within the District.

At the time CFD No. 1 was formed, the CSD Board designated a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the park maintenance services of the District.

As a condition of approval for the project identified below, the Property Owner is required to provide an ongoing funding source for park maintenance. The table below provides information for the parcels under development ("Subject Property").

Property Owner/ Project	APNs	Proposed Number of DUs¹	Location
Meritage Homes of California, Inc. A single-family residential development PEN20-0015/SCP20-0004	485-220-032, 485-220-040 and 485-220-042	221	Southeast corner of Indian St. and Gentian Ave.

¹ DU = Dwelling Unit (single-family residential lot or dwelling unit for multi-family)

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

- 1) Submit a Landowner Petition unanimously approving annexation of their property into the District. Approval of the petition and special tax rate allows the City to levy the special tax on the annual property tax bill of their property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
- 2) Fund an endowment to satisfy the annual requirement.

The Property Owner elected to annex the Subject Property into CFD No. 1 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the Subject Property, allowing for a special election of the landowner. Adoption of the attached

resolution (Attachment 1) adds the Subject Property to the District and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Annexation No. 2020-53. The City Clerk received and reviewed the Landowner Petition and confirmed the Property Owner unanimously approved annexation of the Subject Property into the District (Attachment 3).

Successful completion of the annexation process satisfies the project’s condition of approval to provide an ongoing funding source for park maintenance.

ALTERNATIVES

- 1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the Subject Property into CFD No. 1 at the request of the Property Owner and satisfy the condition of approval for the proposed development.*
- 2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it is contrary to the Property Owner’s request, will not satisfy the condition of approval, and may delay development of the project.*
- 3. Do not adopt the proposed resolution but rather continue the item to a future regularly scheduled CSD Board meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the maintenance and operation of CFD No. 1 park facilities and services. The special tax can be applied only to the property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending on the number of registered voters) have previously provided approval. The estimated maximum special tax revenue which can be generated from the project is detailed below:

Property Owner/ Project	Proposed Number of DUs ^{1,2}	FY 2020/21 Maximum Special Tax ³	Estimated FY 2020/21 Maximum Special Tax for the Project ²
Meritage Homes of California, Inc. A single-family residential development	221	\$181.59/DU	\$40,131.39
¹ DU = Dwelling Unit (single-family residential lot or dwelling unit for multi-family). ² Based on the current project description. The special tax will be calculated based on the final development of the project. ³ The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate cannot exceed the maximum special tax rate. The FY 2020/21 applied rate is \$146.32 per DU.			

The maximum special tax rate is subject to an annual inflation adjustment based on the change in Consumer Price Index (CPI) or by two percent (2%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot

exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the District.

NOTIFICATION

On July 16, 2020, the annexation materials were mailed to the Property Owner. A cover letter, Landowner Petition, Rates and Method of Apportionment of Special Tax, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Marshall Eyerman
Assistant City Manager

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Patti Solano
Parks & Community Services Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

1. Resolution Ordering Annexation - Annexation 2020-53

- 2. Boundary Map - Annexation 2020-53
- 3. Certificate of Election Official - Annexation 2020-53

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/19/20 7:03 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:27 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:21 AM

RESOLUTION NO. CSD 2020-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY FOR ANNEXATION NO. 2020-53 TO ITS COMMUNITY FACILITIES DISTRICT NO. 1 AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2003-23, the Board of Directors of the Moreno Valley Community Services District (the "CSD") established the CSD's Community Facilities District No. 1 (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 41, the Board of Directors levied an annual special tax against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks and park improvements; and

WHEREAS, by its Resolution No. CSD 2003-26, the Board of Directors designated all territory within the City of Moreno Valley to be a Future Annexation Area for the CFD; and

WHEREAS, pursuant to Resolution No. CSD 2003-26 territory located within the Future Annexation Area may be annexed to the CFD upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings; and

WHEREAS, the landowners of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, have submitted a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the boundary map entitled "Annexation Map No. 2020-53 of Community Facilities District No. 1 of the Moreno Valley Community Services District City of Moreno Valley, County of Riverside, State of California," showing the extent of the proposed annexation is included as Exhibit B to this Resolution and incorporated herein by reference (the "Boundary Map"); and

WHEREAS, the Board of Directors desires to annex the Annexation Parcels to the CFD.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY,

1

Resolution No. CSD 2020-____
Date Adopted: September 1, 2020

CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Ordered. The Annexation Parcels are hereby added to and part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax levied in connection with the CFD.
3. Description of Services. The following is a general description of the services provided in the CFD:

The maintenance and/or repair of Parks and Park Improvements including, but not limited to, the planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other ornamental plants and vegetation, the operation, maintenance, repair, and replacement of irrigation systems associated with Parks and Park Improvements, and all the effort by Park Rangers that is devoted to the maintenance of the Parks and Park Improvements and public safety. "Parks and Park Improvement" means parks and park improvements which are to be developed, constructed, installed, and maintained within and in the area of the CSD and which will be owned and operated by the CSD for the benefit of the residents of the CFD.

Such maintenance shall include, but not be limited to, the provision of all labor, material, administration, personnel, equipment and utilities necessary to maintain such Parks and Park Improvements.

It is the intention of the Board of Directors to fund all direct, administrative and incidental annual costs and expenses necessary to provide the authorized maintenance and services.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing map of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.
5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.
6. Severability. That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.
7. This Resolution shall be effective immediately upon adoption.

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

APPROVED AND ADOPTED this 1st day of September 2020.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2020-3
Date Adopted: September 1, 2020

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2020-___ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 1st day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2020-___⁴
Date Adopted: September 1, 2020

Attachment: Resolution Ordering Annexation - Annexation 2020-53 (4109 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE

EXHIBIT A

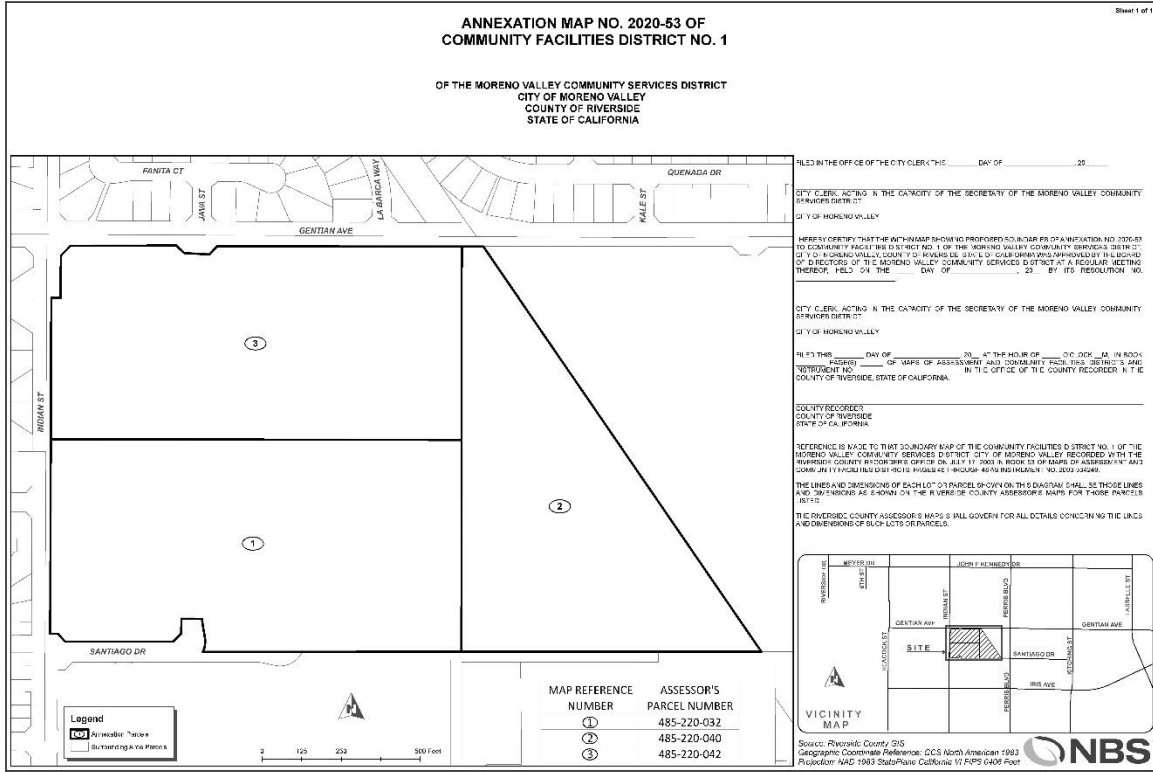
List of Annexation Parcel(s)	
Annexation Map No.	Assessor's Parcel Numbers
2020-53	485-220-032
	485-220-040
	485-220-042

Attachment: Resolution Ordering Annexation - Annexation 2020-53 (4109 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE

Resolution No. CSD 2020-5
Date Adopted: September 1, 2020

EXHIBIT B

Annexation Map No. 2020-53

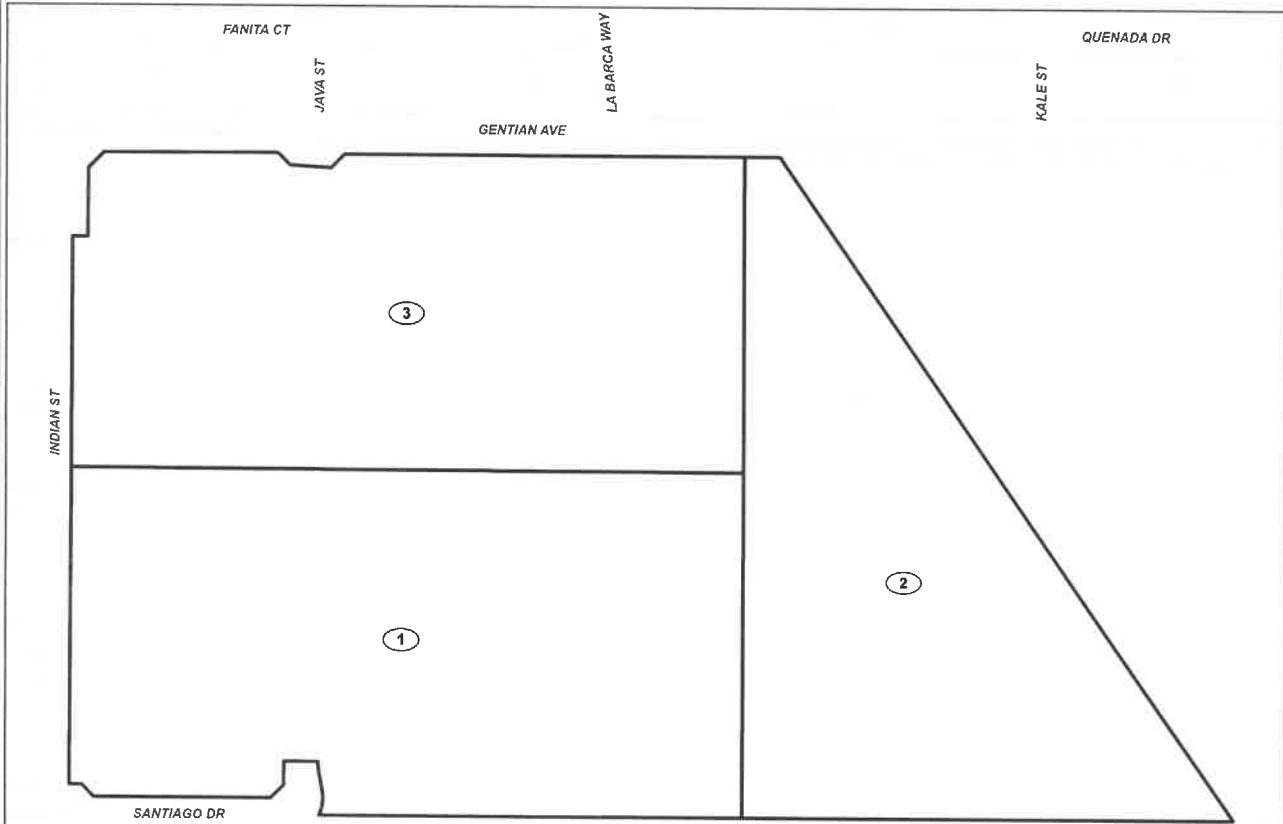


Attachment: Resolution Ordering Annexation - Annexation 2020-53 (4109) : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE

6
Resolution No. CSD 2020-____
Date Adopted: September 1, 2020

**ANNEXATION MAP NO. 2020-53 OF
COMMUNITY FACILITIES DISTRICT NO. 1**

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



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

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

CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2020-53 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____

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

CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 48 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

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

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

Legend
 Annexation Parcels
 Surrounding Area Parcels



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
①	485-220-032
②	485-220-040
③	485-220-042



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



Attachment: Boundary Map - Annexation 2020-53 (4109 : PURSUANT TO A LANDOWNER PETITION,

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

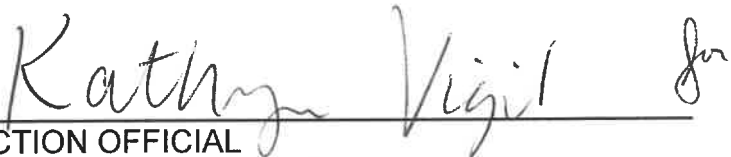
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

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

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

ANNEXATION NO. 2020-53

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



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Annexation 2020-53 (4109 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS



Report to City Council

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

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: September 1, 2020

TITLE: ADOPT RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2020-_____ to approve application(s) for Per Capita Grant Funds allocated by the Legislature of the State of California through the Department of Parks and Recreation Office of Grants and Local Services; and
2. Upon issuance of the grant by the California Department of Parks and Recreation, authorize the City Manager to accept the grant on behalf of the CSD and process a budget amendment and appropriation in the amount of \$177,952, which will be ratified in the following quarterly budget review; and
3. Authorize the City Clerk to record a required Deed Restriction, in cooperation with the California Department of Parks and Recreation Office of Grants and Local Services.

SUMMARY

This report recommends adoption of a resolution approving the Parks & Community Services Department's application(s) to the California Department of Parks and Recreation for Per Capita grant funds, funded through the Parks and Water Bond Act of 2018 (Proposition 68), in the amount of \$177,952, to supplement the Civic Center Demonstration Garden project (Project No. 807 0049). The use of funds towards this project was discussed with the members of the Parks and Community Services Subcommittee and was positively received.

DISCUSSION

On June 5 2018, California voters approved the Parks and Water Bond Act of 2018 (Proposition 68), which authorized \$4 billion in general obligation bonds for state and local parks, environmental protection projects, water infrastructure projects, and flood protection projects.

On June 24, 2020, The California Department of Parks and Recreation Office of Grants and Local Services (OGALS) announced the allocations for the Per Capita program, funded through the Parks and Water Bond Act of 2018 (Proposition 68). This year, the State's allocation for all eligible cities and local districts is \$177,952. While this figure is less than the minimum allocation of \$200,000, the State derived the allocation amount by dividing the funds made available by the bond by the number of eligible entities. Additionally, the State reduced the OGALS program delivery budget by \$2 million to supplement the allocation pool. There are currently 635 cities and local districts that are eligible to receive Per Capita allocations.

In order to safeguard the project property for purposes consistent with the Per Capita grant program, a 30-year Deed Restriction to restrict title to the property must be recorded with the County Recorder's Office before grant funds will be released. OGALS will provide the required Deed Restriction document.

The purpose of this funding is for local park rehabilitation, creation, and improvement. Grant recipients are encouraged to use the funding to rehabilitate existing infrastructure and address deficiencies in neighborhoods lacking access to the outdoors.

The Parks & Community Services Department intends to use this year's allocation to supplement the Civic Center Demonstration Garden project, as it will be a public amenity used to educate residents on gardening techniques, various fruits, vegetables, herbs, etc., and garden features that residents can put into practical use to start or enhance a home garden. After conversation with the State Project Officer, it was determined that the Garden is an eligible project. Staff conferred with members of the Parks and Community Services Subcommittee on using the Per Capita funds for the Community Demonstration Garden Project and the members felt it was a prudent use of the grant funds.

The Demonstration Garden project has an overall budget of \$200,000 from Development Impact Fees, and a \$25,000 grant from Kaiser Permanente has been secured. Cost for design services for this project is \$39,700.

The Engineer's Estimate for construction is approximately \$491,000, and staff is working with the architect to phase the project and modify some features, so that an affordable and workable garden is achieved during the first phase, and certain design elements can be paused until additional funding becomes available. The additional Per Capita funding will bring the total project budget to approximately \$402,000, allowing for a greater scope of work in the initial phase of building. Costlier features, like shade structures, will be bid as additive items with award recommendation based on bid

amounts to remain within budget.

ALTERNATIVES

- 1. Approve the recommended action as presented in this staff report. **Staff recommends this alternative as it would allow a more complete Civic Center Demonstration Garden project.**
- 2. Do not approve the recommended action as presented in this staff report. **Staff does not recommend this alternative as it would not allow a more complete Civic Center Demonstration Garden project.**

FISCAL IMPACT

The City’s Per Capita grant funds allocation is \$177,952. These funds will be applied to the Civic Center Demonstration Garden (Project No. 807 0049) funding, increasing it from \$225,000 to \$402,952.

Upon issuance of the grant by the California Department of Parks and Recreation, the City Manager will accept the grant on behalf of the CSD and process a budget amendment and appropriation in the amount of \$177,952, which will be ratified in the following quarterly budget review. There is no match requirement for this program. Per Capita grant funds must be spent by March 31, 2024.

AVAILABLE PROJECT BUDGET:

DIF – Park Improvements	\$ 200,000
Kaiser Grant	25,000
Per Capita Grant	177,952
Total Available Project Funds	\$402,952

NOTIFICATION

Posting of Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Lee Withers
Parks Projects Coordinator

Department Head Approval:
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

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

Objective 5.5: Promote a healthy community and lifestyle.

ATTACHMENTS

- 1. Resolution-Per Capita Grant Funds Application

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/11/20 12:59 PM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:09 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:10 AM

RESOLUTION NO. CSD 2020-_____

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Moreno Valley's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Moreno Valley Community Services District of the City of Moreno Valley

will consider a range of actions that include, but are not limited to, the following:

- (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribe, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations; and
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the City Manager, and Parks and Community Services Director, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

2
Resolution No. CSD 2020-_____
Date Adopted: September 1, 2020

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND ADOPTED this _____ day of _____, 2020.

Dr. Yxstian A. Gutierrez
Mayor
City of Moreno Valley,
acting in the capacity of President of the
Board of Directors of the Moreno Valley
Community Services District

ATTEST:

Pat Jacquez-Nares, City Clerk
acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

Steve Quintanilla, Interim City Attorney
acting in the capacity of
General Legal Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2020-3
Date Adopted: September 1, 2020

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2020-____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

PAT JACQUEZ-NARES, SECRETARY

(SEAL)

Resolution No. CSD 2020-____
Date Adopted: September 1, 2020



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

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

RECOMMENDED ACTION

Recommendations: That the City Council:

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

SUMMARY

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

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

As a condition of approval for development of their projects, Meritage Homes of California, Inc., Kaiser Foundation Hospitals, and CLPF Heacock Street LP (the "Property Owners") are required to provide a funding source for the NPDES program and have requested the City conduct a mail ballot proceeding to satisfy the condition of approval. If each property owner approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied for their respective projects. Tonight's Public Hearing is a required part of the process.

DISCUSSION

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

The City Council originally adopted the NPDES Residential Regulatory Rate on June 10, 2003 and the NPDES Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate ("Commercial/Industrial Rate") on January 10, 2006. Each fiscal year, the City Council reviews and sets the rates for the following fiscal year.

The Planning Commission approves projects on the condition the developer provides a funding source, consistent with the rates established by the City Council, to support activities for the NPDES program requirements. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces the financial impact to the General Fund to maintain compliance with the unfunded requirements of the Permit.

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

Property Owner/ Project	Assessor's Parcel Number	Location	FY 2020/21 Maximum ¹ NPDES Rate
----------------------------	-----------------------------	----------	--

Meritage Homes of California, Inc. 221 single-family residential development PEN20-0015/SBP20-0005	485-220-032, 485- 220-040 and 485-220-042	Southeast corner of Indian St. and Gentian Ave.	\$346.38/parcel Residential Rate
Kaiser Foundation Hospitals Medical Center Expansion PEN18-0228/SBP20-0007	486-310-033	North of Iris Ave., East of Oliver St.	\$260.84/parcel Commercial/Industrial Rate
CLPF Heacock Street LP 1.7 million square foot industrial building PEN16-0006/SBP20-0006	316-100-051	East of Heacock St., South of Krameria Ave.	\$260.84/parcel Commercial/Industrial Rate
¹ The parcel's development status will be evaluated, and the applied rate calculated in accordance with the rate schedule, prior to levying the NPDES rate on the property tax roll each year. The applied rate cannot exceed the maximum rate.			

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

1. Approve the NPDES rate and authorize the City to collect the rate on the annual Riverside County property tax bill through participation in a successful mail ballot proceeding; or
2. Fund an endowment.

The Property Owners elected to have the NPDES rate applied to the annual property tax bill of the property under development. Proposition 218 outlines the process to approve new charges, or an increase to existing charges, on property tax bills which includes conducting a mail ballot proceeding, noticing requirements, timing of noticing, and providing an opportunity for the property owner to address the City Council (i.e., public comment portion of the Public Hearing). A notice describing the purpose and amount of the charge, including the potential annual inflationary adjustment, and a ballot for the property was mailed to each Property Owner at least 45-days in advance of tonight's meeting (see Attachments 1-3). The ballot is due to the City Clerk prior to the close of the Public Hearing. The ballot can be opened and counted, and results announced, at the close of the Public Hearing.

The condition of approval to provide a funding source for the NPDES program will be satisfied with a property owner's approval of the NPDES mail ballot (i.e., marked yes and signed) and City Council acceptance of the results. In the event the ballot is not returned, is not approved, or is invalid (e.g., unmarked or unsigned), this condition of approval will remain unsatisfied and may delay development of the project. In the event more than one mail ballot proceeding is being conducted tonight, each ballot will be counted separately to determine if a property owner approved inclusion of their respective property in the NPDES funding program.

This action meets the Strategic Plan Priorities to manage and maximize Moreno Valley's public infrastructure to ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.

ALTERNATIVES

1. Conduct the Public Hearing and upon its close, open, count, and verify the returned ballots and accept the results. *Staff recommends this alternative as it will satisfy each project's condition of approval provided the property owner approves the ballot.*
2. Open the Public Hearing and continue it to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay announcement of the ballot results and may delay project development.*
3. Do not conduct the Public Hearing. *Staff does not recommend this alternative as it will delay the condition of approval from being satisfied and may delay project development. The City will incur additional costs to restart the 45-day noticing period.*
4. Do not conduct the Public Hearing at this time but reschedule it to a date specific regularly scheduled City Council meeting. *Staff does not recommend this alternative as it may delay project development and will cause the City to incur additional costs to restart the 45-day noticing period.*

FISCAL IMPACT

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

The FY 2020/21 maximum Residential Rate is \$346.38 per parcel, and any division thereof. The FY 2020/21 maximum Commercial/Industrial Rate is \$260.84 per parcel, and any division thereof. The maximum NPDES rates are subject to an annual inflationary adjustment. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum rate cannot exceed the annual inflationary adjustment without approval of the property owners subject to the charge. The NPDES rate applied to the property tax bill will be based on the development status of the property at the time the applied rates are calculated for the upcoming fiscal year.

NOTIFICATION

The ballot documents were mailed to each Property Owner at least 45-days in advance of the Public Hearing. The documents included a notice, NPDES ballot, NPDES Residential or Commercial/Industrial Rate schedule, map of the project area,

instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

The Press-Enterprise published the legal notice for tonight's Public Hearing on August 13 and August 20, 2020.

PREPARATION OF STAFF REPORT

Prepared By:
Candace E. Cassel
Special Districts Division Manager

Department Head Approval:
Marshall Eyerman
Assistant City Manager

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

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

1. Meritage Homes Ballot Documents
2. Kaiser Foundation Ballot Documents
3. CLPF Heacock Street LP Ballot Documents

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/19/20 6:59 AM
City Attorney Approval	<u>✓ Approved</u>	8/21/20 8:27 AM
City Manager Approval	<u>✓ Approved</u>	8/21/20 9:17 AM

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

July 16, 2020

Meritage Homes of California, Inc.
 5 Peters Canyon, Suite 310
 Irvine, CA 92606
 ATTN: Lester Tucker

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 485-220-032, 485-220-040, 485-220-042.

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

Introduction

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

Background

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

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

How is the Amount of the Charge Determined?

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

Notice of Mail Ballot Proceeding for Meritage Homes of California, Inc.
July 16, 2020

Proposed Charge

For FY 2020/21, the NPDES Maximum Residential Regulatory Rate is \$346.38 per parcel. The total amount of the NPDES rates levied for FY 2020/21 was \$572,028.84 for the program as a whole.

Annual Adjustment

Beginning in FY 2021/22, the NPDES Maximum Residential Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

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

Public Hearing

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

Public Hearing

Tuesday, September 1, 2020

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

Approval of the NPDES Maximum Residential Regulatory Rate will be confirmed if the ballot is marked in favor (marked Yes) of the NPDES rate. Approving the NPDES Maximum Residential Regulatory Rate through a mail ballot proceeding will fulfill the Land Development Division's Condition of Approval to provide an ongoing funding source for the NPDES financial program.

Effect if the Charge is Not Approved

Not approving the NPDES Maximum Residential Regulatory Rate to meet state and federally mandated NPDES Permit requirements **will not** satisfy the Land Development Division's Condition of Approval to provide a funding source for the NPDES financial program. If the returned ballot is marked "No", the NPDES rate will not be levied on the property tax bill.

Notice of Mail Ballot Proceeding for Meritage Homes of California, Inc.
July 16, 2020

Effect if the Ballot is Deemed Invalid or Incomplete

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

For More Information

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

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

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

Completing Your Ballot

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






1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **September 1, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

- A check mark substantially inside a box;
- An X mark substantially inside a box;

Notice of Mail Ballot Proceeding for Meritage Homes of California, Inc.
July 16, 2020

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

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

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

OFFICIAL MAIL BALLOT
for Assessor's Parcel Numbers (APNs)
485-220-032, 485-220-040, and 485-220-042
National Pollutant Discharge Elimination System (NPDES)
Residential Regulatory Rate

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Residential Regulatory Rate and services. For fiscal year (FY) 2020/21, the NPDES Maximum Residential Regulatory Rate is \$346.38 per parcel, a combined total of \$1,039.14. This calculation is based on the current parcel configuration; the actual annual amount annual levied will be determined at the time the levy is calculated. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2021/22, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide the necessary services for the continuous operation, enhancement, and maintenance of the storm water discharge system, and perform inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

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

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2020/21 NPDES Maximum Residential Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	3	\$346.38
Each Assessor's Parcel Number equals 1 Weighted Ballot.			

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

 SIGNATURE OF PROPERTY OWNER

PRINTED NAME _____ DATE _____

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on September 1, 2020, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee. For administrative convenience, all parcels for your project have been combined on one ballot. If you prefer to have a separate ballot for each APN please call 951.413.3480 to request separate ballots.

Attachment: Meritage Homes Ballot Documents (4107 : PUBLIC HEARING FOR THREE NATIONAL POLLUTANT DISCHARGE ELIMINATION

**FY 2020/21
NPDES RATE SCHEDULE
RESIDENTIAL**

LEVEL 1		LEVEL II		Level II-A		LEVEL III		LEVEL IV	
NPDES Administration (Not covered by CSA 152)		Water Quality Pond/Basin Maintenance		Sand Filter Maintenance		Water Quality Pond/Basin Remediation/Reconstruction		Water Quality System Retrofit	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various storm water reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with the maintenance and monitoring of the water quality pond/basin. This includes, but is not limited to maintenance on a quarterly basis of vegetative material, civil work and utility and personnel costs. Level II, in addition to Level I is levied on all properties within tracts that have a water quality pond/basin or on properties that benefit from a neighboring water quality pond/basin.		Costs associated with the maintenance and monitoring of the sand filter within a water quality pond/basin. This includes, but is not limited to maintenance of a sand bed, bleeder lines and costs for personnel. Level II-A, in addition to Level II and Level I is levied on all properties within residential developments that have a water quality pond/basin with a sand filter or on properties that benefit from a neighboring water quality pond/basin with a sand filter.		Costs associated with the remediation and reconstruction of water quality pond/basin. Remediation and reconstruction may include the following: replacement of soil, plants, irrigation, removal and hauling of wastes and possible civil work.		Costs associated with the retrofitting, replacement, monitoring and maintenance of the water quality pond/basin systems and appurtenances. This may include retrofitting of catch basin insert filters, vortex devices, installation of in-line filter systems, and nutrient baskets, etc.	
FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate	FY 2020/21	Annual Rate
Parcel Rate	\$45.44	Parcel Rate	\$86.34	Parcel Rate	\$39.36	Parcel Rate	\$77.02	Parcel Rate	\$175.24

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

Levels I, II, III, and IV - Adopted by the City Council on June 10, 2003

Level II-A - Adopted by the City Council on June 10, 2008







Fiscal Year (FY) 2003/2004 - Base Year Calculation, subject to inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index

Inflation Factor Adjustments:

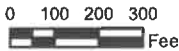
- | | |
|--|---|
| 2004/2005 - 1.8% = (\$31.00, 58.00, 52.00 & 118.00) | 2012/2013 - 2.7% = (\$37.00, \$74.00, \$33.00, \$64.00, \$147.00) |
| 2005/2006 - 4.4% = (\$32.00, 61.00, 54.00 & 123.00) | 2013/2014 - 2.0% = (\$38.00, \$75.00, \$34.00, \$65.00, \$150.00) rounded to the nearest whole dollar |
| 2006/2007 - 4.5% = (\$33.00, 64.00, 56.00, & 128.00) | 2014/2015 - 1.14% = (\$39.38, \$74.82, \$34.10, \$66.73, \$151.84) (approved 6/10/14) |
| 2007/2008 - 3.1% = (\$34.00, 66.00, 58.00, & 132.00) | 2015/2016 - 0.73% = (\$39.66, \$75.36, \$34.35, \$67.22, \$152.95) |
| 2008/2009 - 4.2% = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00) | 2016/2017 - 2.03% = (\$40.47, \$76.89, \$35.05, \$68.58, \$156.05) |
| 2009/2010 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00) | 2017/2018 - 1.97% = (\$41.27, \$78.40, \$35.74, \$69.93, \$159.12) |
| 2010/2011 - no change = (\$35.00, \$69.00, \$31.00, \$60.00, \$138.00) | 2018/2019 - 3.61% = (\$42.74, \$81.22, \$37.02, \$72.44, \$164.86)(approved 6/19/18) |
| 2011/2012 - 3.8% = (\$36.00, \$72.00, \$32.00, \$62.00, \$143.00) | 2019/2020 - 3.24% = (\$44.14, \$83.86, \$38.22, \$74.80, \$170.20) (approved 5/21/19) |
| | 2020/2021 - 2.96% = (\$45.44, \$86.34, \$39.36, \$77.02, \$175.24) (approved 5/19/20) |

Attachment: Meritage Homes Ballot Documents (4107 : PUBLIC HEARING FOR THREE NATIONAL

Meritage Homes of California, Inc. Legacy Park PEN20-0015

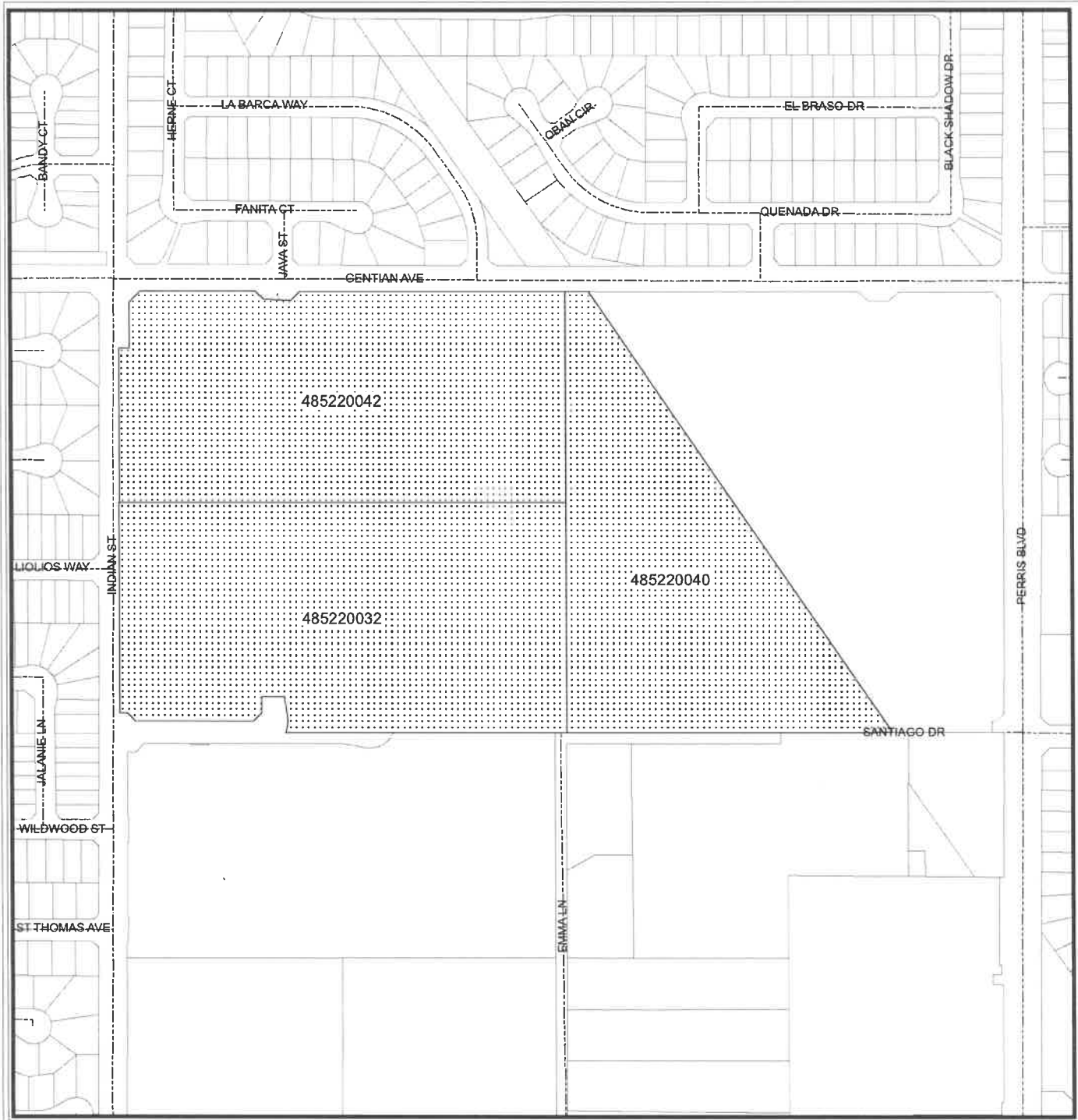
- APN**
-  485220032
 -  485220040
 -  485220042
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 9, 2020



G:\Divisions\SpecialDist\2018\MXD\PEN20-0015.mxd

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



Attachment: Meritage Homes Ballot Documents (4107 : PUBLIC HEARING FOR THREE NATIONAL

Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

July 16, 2020

Kaiser Foundation Hospitals
 393 E. Walnut Street, 4th Floor
 Pasadena, CA 91188
 ATTN: Skyler Denniston

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 486-310-033

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

Introduction

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

Background

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

Services Provided

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

How is the Amount of the Charge Determined?

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

Notice of Mail Ballot Proceeding for Kaiser Foundation Hospitals
September 1, 2020

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$260.84 per parcel. The total amount of the NPDES rates levied for FY 2020/21 was \$572,028.84 for the program as a whole.

Annual Adjustment

Beginning in FY 2021/22, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

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

Public Hearing

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

Public Hearing

Tuesday, September 1, 2020

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

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

Effect if the Charge is Not Approved

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

Notice of Mail Ballot Proceeding for Kaiser Foundation Hospitals
September 1, 2020

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

Effect if the Ballot is Deemed Invalid or Incomplete

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

For More Information

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

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

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

Completing Your Ballot








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

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box**. Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted*.
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **September 1, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for Kaiser Foundation Hospitals
September 1, 2020

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

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

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

**OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
486-310-033**

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

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$260.84 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2021/22, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

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

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2020/21 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$260.84

Each Assessor's Parcel Number equals 1 Weighted Ballot.

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

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on September 1, 2020, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.

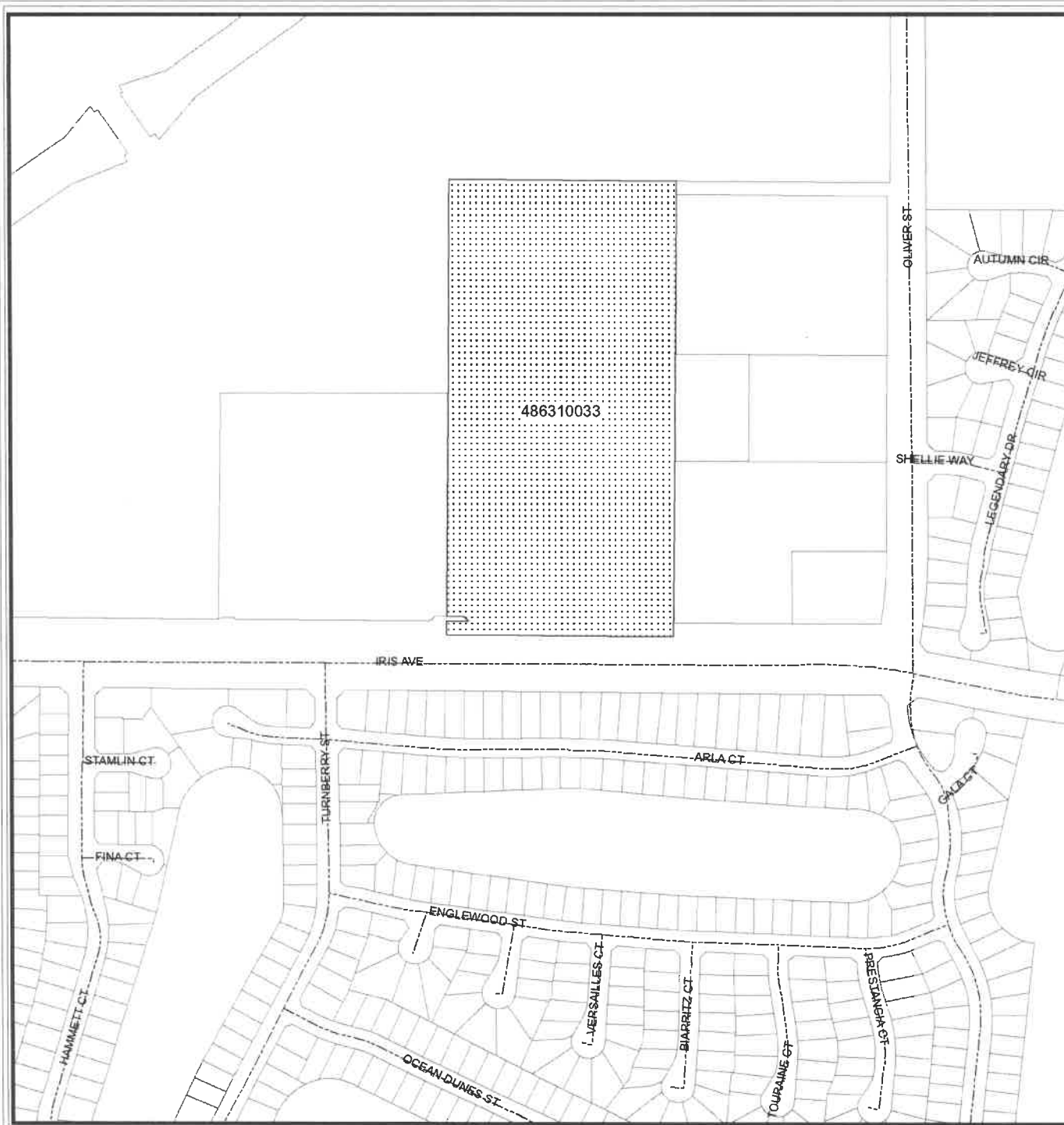
Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.





**FY 2020/21
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2020/21	Annual Rate	FY 2020/21	Annual Rate
Parcel Rate	\$45.60	Parcel Rate	\$215.24
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<u>Inflation Factor Adjustments</u>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	
		FY 2020/21 - 2.97% = (\$45.60 & \$215.24)(approved 5/19/20)	

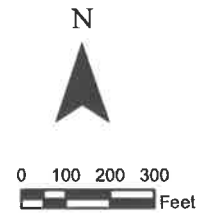
Attachment: Kaiser Foundation Ballot Documents (4107 : PUBLIC HEARING FOR THREE NATIONAL

Kaiser Foundation Hospitals MV Medical Center Campus PEN18-0228



- APN**
-  486310033
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 13, 2020.



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



Tel: 951.413.3480
 Fax: 951.413.3170
 www.moval.org



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

July 16, 2020

CLPF Heacock Street LP
 1717 McKinney Avenue, Suite 1900
 Dallas, Texas 75202
 ATTN: John M. Clinton

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMON INTEREST, COMMERCIAL, INDUSTRIAL, AND QUASI-PUBLIC USE REGULATORY RATE FOR APN(s) 316-100-051

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

Introduction

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

Background

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

Services Provided

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

How is the Amount of the Charge Determined?

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

Notice of Mail Ballot Proceeding for CLPF Heacock Street LP
July 16, 2020

exceed the rate previously approved by the property owner.

Proposed Charge

For FY 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$260.84 per parcel. The total amount of the NPDES rates levied for FY 2020/21 was \$572,028.84 for the program as a whole.

Annual Adjustment

Beginning in FY 2021/22, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

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

Public Hearing

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

Public Hearing

Tuesday, September 1, 2020

6:00 p.m.

(Or As Soon Thereafter As The Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot received shall be tabulated under the direction of the City Clerk in compliance with the City's Policy for Conducting Mail Ballot Proceedings Policy #1.12.

Effect if the Charge is Approved

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

Effect if the Charge is Not Approved

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

Notice of Mail Ballot Proceeding for CLPF Heacock Street LP
July 16, 2020

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

Effect if the Ballot is Deemed Invalid or Incomplete

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

For More Information

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

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

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

Completing Your Ballot








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

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.** Ballots received without a designated vote will be considered invalid.
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your completed ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the public testimony portion of the Public Hearing scheduled for **September 1, 2020**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:00 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:

Notice of Mail Ballot Proceeding for CLPF Heacock Street LP
July 16, 2020

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

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

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

**OFFICIAL MAIL BALLOT
for Assessor's Parcel Number (APN)
316-100-051**

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

YES* — as property owner of the APN(s) listed above, **I approve** the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate and services. For fiscal year (FY) 2020/21, the NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate is \$260.84 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the annual Riverside County property tax bill or included as a monthly charge on a utility bill. Beginning FY 2021/22, the maximum regulatory rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Long Beach-Anaheim Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

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

YES*	NO**	Weighted Ballot Count*	Fiscal Year 2020/21 NPDES Maximum Common Interest, Commercial, Industrial, and Quasi-Public Use Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	1	\$260.84

Each Assessor's Parcel Number equals 1 Weighted Ballot.

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

SIGNATURE OF PROPERTY OWNER

PRINTED NAME

DATE

Please remember to mark the appropriate box, sign and date the ballot, and return to the City Clerk's office in the enclosed envelope. This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the public testimony portion of the Public Hearing. The Public Hearing will be held at 6:00 p.m., or as soon thereafter as the matter may be called, on September 1, 2020, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California.





Ballot(s) deemed invalid or incomplete will be discarded and a new process must be initiated in order to place the charge on the annual Riverside County property tax bill, which includes payment of the mail ballot fee.

**FY 2020/21
NPDES RATE SCHEDULE
COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE**

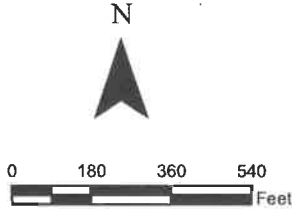
LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management. Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	
FY 2020/21	Annual Rate	FY 2020/21	Annual Rate
Parcel Rate	\$45.60	Parcel Rate	\$215.24
*Service Levels will be imposed on an as-needed basis and cumulative (if required)			
Adopted by the City Council on January 10, 2006 Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<i>Inflation Factor Adjustments</i>			
FY 2006/07 - 4.5% = (\$33.00 & \$158.00)		FY 2013/14 - 2.0% = (\$38.00 & \$185.00) rounded to the nearest dollar	
FY 2007/08 - 3.1% = (\$34.00 & \$163.00)		FY 2014/15 - 1.14% = (\$39.52 & \$186.49)(approved 6/10/14)	
FY 2008/09 - 4.2% = (\$35.00 & \$170.00)		FY 2015/16 - 0.73% = (\$39.81 & \$187.85)	
FY 2009/10 - no change = (\$35.00 & \$170.00)		FY 2016/17 - 2.03% = (\$40.62 & \$191.66)	
FY 2010/11 - no change = (\$35.00 & \$170.00)		FY 2017/18 - 1.97% = (\$41.42 & \$195.44)	
FY 2011/12 - 3.8% = (\$36.00 & \$176.00)		FY 2018/19 - 3.61% = (\$42.90 & \$202.48)(approved 6/19/18)	
FY 2012/13 - 2.7% = (\$37.00 & \$181.00)		FY 2019/20 - 3.24% = (\$44.30 & \$209.04)(approved 5/21/19)	
		FY 2020/21 - 2.97% = (\$45.60 & \$215.24)(approved 5/19/20)	



**CLPF Heacock Street LP
MV Logistics Prologis
PEN#16-0006**

- APN**
-  316100051
 -  Parcels
 -  City Boundary
 -  Roads

Map reflects all changes indicated on Riverside County Assessor Maps as of July 02, 2020.



G:\Divisions\SpecialDist\2018\MXD\PEN16-0006.mxd

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Attachment: CLPF Heacock Street LP Ballot Documents (4107 : PUBLIC HEARING FOR THREE NATIONAL



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Assistant City Manager

AGENDA DATE: September 1, 2020

TITLE: PUBLIC HEARING TO ADOPT UPDATES THE CARES ACT AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing to allow public comment on the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
2. Review and provide final direction on the allocation of funding regarding SWAG and United Way.
3. Review, amend, and adopt the proposed updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan.
4. Authorize a budget amendment as set forth in the fiscal impact section and authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities.

SUMMARY

The City of Moreno Valley received a 2nd allocation of \$1,743,153.00 in Emergency Solutions Grants Program Coronavirus (ESG-CV) funding by the U.S. Department of Housing and Urban Development (HUD) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This 2nd round of federal funding is to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID19) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Additionally, the City's ESG-CV 1st round allocation funding by HUD has a balance remaining to be allocated of \$149,707.00. The activities recommended for funding for a total of \$1,892,860.00 under ESG-CV are summarized in Attachment 1.

Furthermore, HUD has granted certain waivers with regard to public noticing and the public comment period normally required in a recipient agency's Citizen Participation Plan for Substantial Amendments in order to accelerate the implementation of selected eligible activities for the CDBG-CV and ESG-CV funds and to quickly respond to the growing spread and effects of COVID-19. The City has notified HUD of its election of two of the waivers reducing the public noticing and public comment period for the CARES Act Amendment from the official 30 days to a minimum of 5 days in advance of the public hearing. The City has also notified HUD of its election of an ESG-CV waiver eliminating the Fair-Market-Value rent restriction for families receiving Rapid Rehousing or Homeless Prevention assistance and who enter into leases prior to September 30, 2020.

This report recommends that the City Council conduct a Public Hearing to update the 2019-2020 Annual Action Plan to include the activities recommended for funding under the ESG-CV CARES Act funding.

DISCUSSION

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved Plan that City notify its citizens of the proposed amendment(s) and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council-approved 'Substantial Amendment(s)' to HUD for final approval. Tonight's Public Hearing provides the opportunity for public comment and outlines the updates to the proposed CARES Act Amendment to the 2019/2020 Action Plan to include the CARES Act ESG-CV additional funding as recommended in Attachment 1.

The following is the schedule for the CARES Act Amendment to 2019-2020 Annual Action Plan:

Date	Event
Thursday, August 27, 2020	Commencement of update to CARES Act Amendment public comment/review period.
Tuesday, September 1, 2020	Close of update to CARES Act Amendment public comment/review period.
Tuesday, September 1, 2020	Public Hearing: Approve the update to the CARES Act Amendment to 2019/2020 Annual Action Plan.
Thursday, September 3, 2020	Submission of update to the CARES Act Amendment to 2019/2020 Annual Action Plan to HUD

The purpose of the ESG-CV funds is to supplement the existing operational budgets of nonprofit organizations and government agencies responding to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for services for these populations. It is expected that these funds will be utilized quickly, within one (1) year after award.

The City received a 2nd round allocation for ESG-CV funds to be used to help protect the homeless, prevent homelessness and reduce the spread of COVID-19 by safely getting individuals into shelter and providing immediate housing assistance options to low and moderate income families within the City of Moreno Valley. The City will utilize the HUD CARES Act guidelines for eligible ESG-CV activities including rapid rehousing and homelessness prevention, and other financial assistance to mitigate the impacts of COVID-19.

ESG-CV Allocation Funding and Limitations

Fiscal Year 2019/2020 Allocation	Amount
Planning and Administration Cap (10% of annual grant)	\$ 174,315.00
Available for Other Activities	1,568,838.00
TOTAL 2nd Round Approved Allocation *	\$1,743,153.00
1st Round Carryover Allocation	149,707.00
Total Estimated Funding Available	\$1,892,860.00

** Approved allocation provided by HUD on June 9, 2020.*

The City staff collaborated with Willdan Financial Services (“Willdan”) and used an expedited evaluation process for the 2019/2020 ESG-CV allocations appropriate for the current urgency and public health crisis resulting from the COVID19 pandemic. Past applications and current operational programs in our region we considered for the following:

- Impact of the coronavirus pandemic upon the applicant and the response to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for services.
- The ability of the sub-recipient to readily utilize and expend the funds.

In line with the City’s policies, objectives, and the Citizen’s Participation Plan as amended for the CARES Act, the final project selections and recommended CARES Act ESG-CV funding outlined in Attachment 1 were determined based on the CARES Act eligibility of the activity and the sub-recipient’s ability to perform under the required City and HUD criteria.

This Staff Report requests that City Council approve the proposed updates to the CARES Act Amendment to the 2019/2020 Action Plan and fund the recommended activities as outlined in Attachment 1.

ALTERNATIVES

Alternative 1. Conduct the Public Hearing, adopt the updates to the CARES Act Amendment, affecting ESG-CV to the 2019-2020 Annual Action Plan; authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff recommends this action because it complies with HUD's substantial amendment requirements, would allow the City to meet the commitment goals established for the ESG-CV Programs.*

Alternative 2: Decline to adopt the CARES Act Amendment, affecting ESG-CV to the 2019-2020 Annual Action Plan; do not authorize the Chief Financial Officer to allocate grant funds between HUD-approved grant activities. *Staff DOES NOT recommend this action because it does not comply with HUD's substantial amendment requirements, would not allow for the City to meet its upcoming commitment goals established for the ESG-CV Programs.*

FISCAL IMPACT

The allocation of the ESG-CV 2nd allocation of funds have been made available through HUD under the CARES Act. The allocation of the CARES Act funds will not impact any projects, as previously approved by the City Council. **This amendment would have no impact on the General Fund.**

The following allocation of grant funds is proposed:

Description	Fund	Section	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
Grant Revenue	Fund 2514 - ESG	CV2 – CARES Act	Rev	\$ 0	\$1,743,153	\$1,743,153
Administration/ Programs	Fund 2514 - ESG	CV2 – CARES Act	Exp.	\$ 0	\$1,743,153	\$1,743,153

NOTIFICATION

Notice of this meeting was published in the Press-Enterprise newspaper on August 27, 2020. As part of HUD's issued waivers of standard regulations for CARES Act funds, the official 30-day public review period was reduced to a minimum of 5 days. The 5-day public review period occurred from August 27, 2020 to September 1, 2020. Respondents were given the opportunity to provide comments via email, telephone, and in person. Staff would like to note that at the time of submission of this report there were no comments received from the public either in support or opposing these projects.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Deputy Finance Director

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.1: 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. Update to the CARES Act Amendment ESG-CV Funding Recommendations
2. Press Enterprise Notice - Updates to the CARES Act Amendment 2019/2020 Annual Action Plan

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/24/20 1:01 PM
City Attorney Approval	<u>✓ Approved</u>	8/26/20 8:56 AM
City Manager Approval	<u>✓ Approved</u>	8/26/20 10:45 AM



City of Moreno Valley

EMERGENCY SOLUTIONS GRANT CORONAVIRUS FUNDS (ESG-C

2019-2020 ANNUAL ACTION PLAN

UPDATE TO THE CARES ACT AMENDMENT FUNDING RECOMMENDATION

Public Hearing
September 1, 2020

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



Attachment: Update to the CARES Act Amendment ESG-CV Funding Recommendations [Revision 3] (4134 : PUBLIC HEARING TO ADOPT

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I. OVERVIEW

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, was signed by President Trump on March 27, 2020 and made available \$5 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) funds and \$1 billion in Emergency Solutions Grants Program Coronavirus funds (ESG-CV) to prevent, prepare for, and respond to the coronavirus (COVID-19).

The City received a 1st round allocation of ESG-CV funds in the amount of \$630,838 in Fiscal Year 2019-20 and a balance of \$149,707.00 remains unallocated. This funding recommendation includes the allocation of these funds in addition to the ESG-CV 2nd round allocation of funds awarded by HUD on June 9, 2020.

The City has received a 2nd round allocation of ESG-CV funds in the amount of \$1,743,153 to continue to be used to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

2019-20 Citizen Participation Plan as Amended for the CARES Act

The City has developed a Citizen Participation Plan that sets forth the policies and procedures to encourage citizen's participation in the HOME, ESG and CDBG Program planning and implementation processes. This Citizen Participation Plan provides the method and process by which the City will encourage citizen participation in the development of its Consolidated Plan, Annual Action plans and substantial amendments to such plans.

In response to Coronavirus, HUD has granted certain waivers with regard to advance public noticing and the public comment period normally required in a recipient agency's Citizen Participation Plan for CARES Act related substantial amendments in order to accelerate the implementation of selected eligible activities for the CDBG-CV and ESG-CV funds and to quickly respond to the growing spread and effects of COVID-19. The City has notified HUD of its election of two CARES Act waivers reducing public noticing of the public hearing and public comment period for any CARES Act amendments from the official 30 days to no less than 5 days in advance of the public hearing as allowed by the HUD waivers.

A copy of the 2019-20 City's Citizen Participation Plan as amended for the CARES Act is available for inspection at the Financial & Management Services Department during normal business hours or on the City website under Grants Monitoring and Administration.

The Update to the CARES Act Amendment to the 2019-20 Annual Action Plan

The City is proposing an update to the CARES Act related substantial amendment to the 2019-20 Annual Action Plan (CARES Act Amendment). The CARES Act Amendment will outline the selected ESG-CV expected funding and programs selected to accomplish the CARES Act related goals for 2019-20 as shown further in this report.

2019-20 CARES Act Amendment Objectives and Policies

The ESG-CV funds are intended to be used for costs necessary to prevent, prepare for, and respond to the coronavirus pandemic, it is expected that these funds will be utilized quickly, within one (1) year. The City's Objectives for the ESG-CV programs are summarized below.

ELIGIBLE ESG-CV ACTIVITIES

To be eligible for ESG-CV funds, the proposed activity must comply with U.S. Department of Housing and Urban Development (HUD) regulations and be an eligible component under Part 24 CFR 576 Subpart B (Street Outreach, Emergency Shelter, Rapid Re-Housing, and Homeless Prevention).

HUD Approved Flexibilities for ESG-CV Funding.

- There is no “cap” on emergency shelter and outreach activities;
- There is no “matching” funds requirement;
- Income limits for “at risk for homelessness” has been increased to 50% - very low income.
- Funds can be used to provide temporary shelters through leasing of existing property, temporary structures, or other means to prevent, prepare for, and respond to coronavirus impacts; and
- No ESG-CV funds may be used to require persons experiencing homelessness to receive treatment or perform other prerequisite activities as a condition of receiving shelter, housing, or other services; and
- HUD has provided additional waivers to other ESG regulations.

Specific to the COVID-19 outbreak, funding must be for activities/programs that prevent, prepare for and/or respond to COVID-19. The following are considered by HUD to be among eligible expenses of ESG-CV funds:

- Engage homeless individuals and families living on the street;
- Improve the number and quality of emergency shelters for homeless individuals and families;
- Shelter operations;
- Provide essential services to shelter residents;
- Rapidly re-house homeless individuals and families utilizing housing first approach; and

- Prevent families and individuals from becoming homeless.
- Grant funds may be used toward the costs of participating in the existing Homeless Management Information System (HMIS) of the County of Riverside's Continuum of Care. Staff time for HMIS data entry shall be eligible and allocable as a direct cost budgeted under the associated eligible category (i.e.: Rapid Rehousing, Homelessness Prevention, Street Outreach, and Emergency Shelter). These costs are to be budgeted and accounted for as such to avoid duplication in costs.

2019-20 CARES Act Funding Process and Review

As part of the allocation process in preparation of the SA-CARES Act, the City has contracted Willdan Financial Services ("Willdan") to collaborate with City Staff and Officials.

The City has used an expedited process for the 2019-20 ESG-CV allocations for the current urgency and public health crisis resulting from the COVID19 pandemic. All programs were considered for the following:

- Impact of the coronavirus pandemic upon the sub-recipient and the response to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for services.
- Impact of the coronavirus pandemic upon the sub-recipient's initial operating budget and subsequent adjustments.
- The number of persons served, and the level of service provided, since the January 21, 2020, COVID19 "impact date".
- The proposed uses of the funds.
- The ability of the sub-recipient to readily utilize and expend the funds.

The following subsequent sections of this report contain the current proposed project selections for the 2019-20 Annual Action Plan.

II. Emergency Solutions Grants Program Coronavirus (ESG-CV) – \$1,892,860.00

Grant Purpose

The City received an allocation of ESG-CV funds to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

The primary intent of the ESG-CV funds is to supplement the existing operational budgets of nonprofit organizations and government agencies responding to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for services as a result of the Coronavirus pandemic. The funds will also help protect the homeless and reduce the spread of COVID-19 by safely getting individuals into shelter and providing immediate housing options.

Funding

Estimated 2 nd round allocation of CARES Act Funding to the 2019/2020 Annual Action Plan	ESG-CV
Planning and Administration Cap (10% of annual grant)	\$174,315.00
Available for Other Activities	1,568,838.00
Total ESG-CV Round 2 Allocation*	\$1,743,153.00
Available allocation ESG-CV from prior allocation	149,707.00
TOTAL Available Allocation	\$1,892,860.00

* Approved allocations provided by HUD on June 9, 2020.

Recommendations

To allocate and expedite the funding in compliance with HUD requirements to sub-recipient's preventing and responding the Coronavirus pandemic the following funding recommendation is provided.

City of Moreno Valley
Updates to the CARES Act Amendment
 Program Review
 Emergency Solutions Grant Coronavirus (ESG-CV)

Ref. No.	Sub-Recipient	Program	CARES Priority	Funding Requested	Funding Recommended
1	Rising Stars Business Academy	Homeless Prevention	Homeless/Homeless Prevention Activities	\$32,500	\$32,500
2	Social Work Action Group (SWAG)	Homeless Street Outreach-Moreno Valley	Homeless/Homeless Prevention Activities	\$200,000	\$200,000
3	United Way of Inland Valleys *	MoVal Rental Rescue Program	Rapid Rehousing/Homeless Prevention Activities	\$2,000,000	\$1,486,045
n/a	City of Moreno Valley	Program Administration	n/a	\$174,315	\$174,315
Totals				\$2,406,815	\$1,892,860

* Any additional available ESG-CV funding will be allocated to United Ways of Inland Valleys up to a maximum award of the amount noted as requested.

Attachment: Update to the CARES Act Amendment ESG-CV Funding Recommendations [Revision 3] (4134 : PUBLIC HEARING TO ADOPT

City of Moreno Valley
 Updates to the CARES Act Amendment
 Emergency Solutions Grant (ESG-CV)
 Program Descriptions

III. 2019/20 Annual Action Plan CARES Act Program Descriptions

Reference Number: 1
 Funding: ESG-CV

Sub-Recipient: Rising Stars Business Academy
Program: Homeless Prevention

19/20 Recommended Funding: \$32,500

Requested Funding Amount: **\$32,500**

MV # Person/Unit Served: 15-30 households

ESG Component	Budget
Homelessness Prevention	\$32,500
Total	\$32,500

Program Description:

Respond to the economic hardship caused by the COVID-19 pandemic by assisting 15-30 families in maintaining their financial obligations to their home through rental assistance, food vouchers, utility vouchers, and robust case management thereby reducing the risk of homelessness.

Reference Number: 2
 Funding: ESG-CV

Sub-Recipient: Social Work Action Group (SWAG)
Program: Community Homeless Solution

19/20 Recommended Funding: \$200,000

Requested Funding Amount: **\$200,000**

MV # Person/Unit Served: 60

ESG Component	Budget
Street Outreach	\$200,000
Total	\$200,000

Program Description:

In response to the economic hardship caused by the COVID-19 pandemic, the goal of the program is to reduce the rate of homelessness in the City of Moreno Valley, by providing basic needs, case management and supportive services in order to facilitate the achievement of self-sufficiency.

Attachment: Update to the CARES Act Amendment ESG-CV Funding Recommendations [Revision 3] (4134 : PUBLIC HEARING TO ADOPT

City of Moreno Valley
 Updates to the CARES Act Amendment
 Emergency Solutions Grant (ESG-CV)
 Program Descriptions

Reference Number: 3
 Funding: ESG-CV

Sub-Recipient: United Way of Inland Valleys
Program: MoVal Rental Rescue Program

19/20 Recommended Funding: \$1,486,045

Requested Funding Amount: **\$2,000,000**
 MV # Person/Unit Served: 202 households

ESG Component	Budget
Rapid Rehousing	\$680,000
Homelessness Prevention	\$1,320,000
Total	\$2,000,000

Program Description:

MoVal Rental Rescue will distribute rental and financial assistance to Moreno Valley residents affected by COVID-19 due to lay-off, furlough and business closures. As a result, individuals and families are at imminent risk of losing, or have already lost, housing stability. The program will assist in two ways: Homelessness Prevention to keep at-risk tenants housed and Rapid Re-Housing for persons experiencing homelessness. Eligible households will receive up to \$5,000.00 to sustain or to regain housing.

END OF REPORT



**NOTICE OF PUBLIC COMMENT PERIOD AND
PUBLIC HEARING TO ADOPT UPDATES TO THE
CARES ACT AMENDMENT TO
FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN**

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, was signed by President Trump on March 27, 2020 and made available \$5 billion in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Coronavirus (CDBG-CV) funds and \$1 billion in Emergency Solutions Grants Program Coronavirus funds (ESG-CV) to prevent, prepare for, and respond to the coronavirus (COVID-19).

The City has received a 2nd round allocation of ESG-CV funds on June 9, 2020 in the amount of \$1,743,153 to continue to be used to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. Additionally, the City's ESG-CV 1st round allocation from HUD for FY 2019-2020 has a balance remaining to be allocated of \$149,707.00.

ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID19) among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

The City is proposing updates to the CARES Act Amendment to the 2019-2020 Annual Action Plan reflecting the 2nd round of CARES Act Funding Allocation. The amendment is available for public review and comment for 5 days from August 27, 2020 through September 1, 2020. To view the amendment in its entirety, please visit the City's website at www.moval.org and click on Departments/Financial & Management Services and under the Grants & Programs option click on the Grants Monitoring and Administration link and choose the Grant Reports tab.

About the proposed FY 2019-2020 CARES Act Amendment:

As a recipient of federal grant funding, the City of Moreno Valley completes a five-year Consolidated Plan and an Annual Action Plan Update that details the use of the grant funds issued to the City by HUD. Under the City's Citizen Participation Plan, it is required that in cases where there are substantial changes to an approved Plan that City notify its citizens of the proposed amendment(s) and provide them the opportunity to comment by holding a Public Hearing, then submitting the Council-approved 'Substantial Amendment(s)' to HUD for final approval. The following changes summarizes the proposed 'CARES Act Amendment':

- **FY 2019-2020 Annual Action Plan (AAP)**: Proposes updates to the CARES Act Amendment to the FY 2019-2020 AAP providing recommended additional funding for ESG-CV eligible activities. The draft of the Update to the CARES Act Amendment is available on the City website.

The proposed amendment will be available for public review from August 27, 2020 through September 1, 2020. The City Council will hold a Public Hearing to receive comments and adopt the proposed amendment on **Tuesday, September 1, 2020 at 6:00 p.m.** at the following location:

VIA TELECONFERENCE ONLY

Go to: <http://morenovalleyca.iam2.com/default.aspx> for instructions

Citizens of the City of Moreno Valley and the general public are encouraged to attend via teleconference. Any questions or concerns regarding teleconferencing may be emailed to zoom@moval.org. All persons interested in this matter may appear

and be heard at the hearing. Persons of low- and moderate-incomes, disabled, homeless, elderly and members of minority group are particularly encouraged to attend. If unable to attend, comments may be provided by contacting the Financial Operations Division at (951) 413-3450 or e-mailing grantsadmin@moval.org.

Upon request, this invitation public notice 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 these activities should direct such requests to Guy Pegan, ADA Coordinator, at (951) 413-3120 at least 72 hours before the activity. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility and participation in this meeting or event.

Date Published: August 27, 2020

DRAFT



Report to City Council

TO: Mayor and City Council

FROM: Manuel A. Mancha, Community Development Director

AGENDA DATE: September 1, 2020

TITLE: PROPOSED GENERAL PLAN AMENDMENT AND CHANGE OF ZONE AMENDING FIGURE 2-2 "LAND USE MAP" OF THE MORENO VALLEY GENERAL PLAN AND THE CITY ZONING ATLAS, RESPECTIVELY, AND A PROPOSED TENTATIVE PARCEL MAP TO SUBDIVIDE APPROXIMATELY 51.51-ACRES OF LAND INTO FOUR PARCELS.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **ADOPT** Resolution 2020-XX: A Resolution of the City Council of the City of Moreno Valley **CERTIFYING** that the Initial Study/Mitigated Negative Declaration, prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150, on file with the Community Development Department, incorporated herein by this reference, completed in compliance with the California Environmental Quality Act Guidelines, and that the City Council reviewed and considered the information contained in the Initial Study/ Mitigated Negative Declaration, and that the document reflects the City's independent judgment and analysis, and **ADOPTING** the Mitigation Monitoring and Reporting Program prepared for General Plan Amendment PEN19-0151, Change of Zone PEN19-0152, and Tentative Parcel Map PEN19-0150; and
2. **ADOPT** Resolution 2020-XX: A Resolution of the City Council of the City of Moreno Valley approving General Plan Amendment application PEN19-0151 increasing the Commercial (C) General Plan land use designation by 0.12-acres and a reducing the Residential/Office (R/O) General Plan land use designation by 0.12-acres, resulting in 19.88 gross acres designated Commercial (C) and 31.63 gross acres designated Residential/Office (R/O).; and

3. **INTRODUCE** and conduct the first reading by title only of Ordinance No. XXX, approving a Change of Zone PEN19-0152 to amend the City Zoning Atlas to adjust the boundaries of the Residential 15 (R15) District and Community Commercial (CC) District to align with the General Plan boundaries and correspond to the parcel boundaries proposed by Tentative Parcel Map No. 37750 for the areas described in the Ordinance, based on the findings contained in the Ordinance, and the revised Zoning Atlas; and
4. **ADOPT** Resolution No. 2020-XX, A Resolution of the City Council of the City of Moreno Valley approving Tentative Parcel Map 37750 application PEN19-0150 based on the findings contained in this resolution, and subject to the conditions of approval included as Exhibit A; and
5. **SCHEDULE** the second reading and adoption of Ordinance No. XXX for the next regular City Council meeting.

SUMMARY

This report recommends that the City Council convene a Public Hearing to approve multiple development applications: a General Plan Amendment (Case No. PEN19-0151) and Change of Zone Application (Case No. PEN19-0152) to amend the General Plan land use and Zoning designation boundaries to align with each other and to correspond to parcel boundaries proposed by Tentative Parcel Map No. 37750 (Case No. PEN19-0150). No grading or other improvements are proposed by these applications. The proposed development is located on the southeast corner of Ironwood Avenue and Day Street.

The project also requires Certification of a Mitigated Negative Declaration, including approval of a Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA.

DISCUSSION

Advisory Board/Commission Recommendation

At its June 25, 2020 meeting, the Planning Commission held a public hearing and voted (Commissioner DeJohnette absent) to recommend that the City Council certify the Mitigated Negative Declaration, adopt a Mitigation Monitoring Reporting Program, and approve the General Plan Amendment, Change of Zone, and Tentative Parcel Map 37750.

Project

The applicant, M&F Development Company, Inc., proposes a General Plan Amendment and Change of Zone amending Figure 2-2 "Land Use Map" of the Moreno Valley General Plan and the City Zoning Atlas, respectively, and a Tentative Parcel Map Application to subdivide approximately 51.51-acres of land into four parcels as described further below.

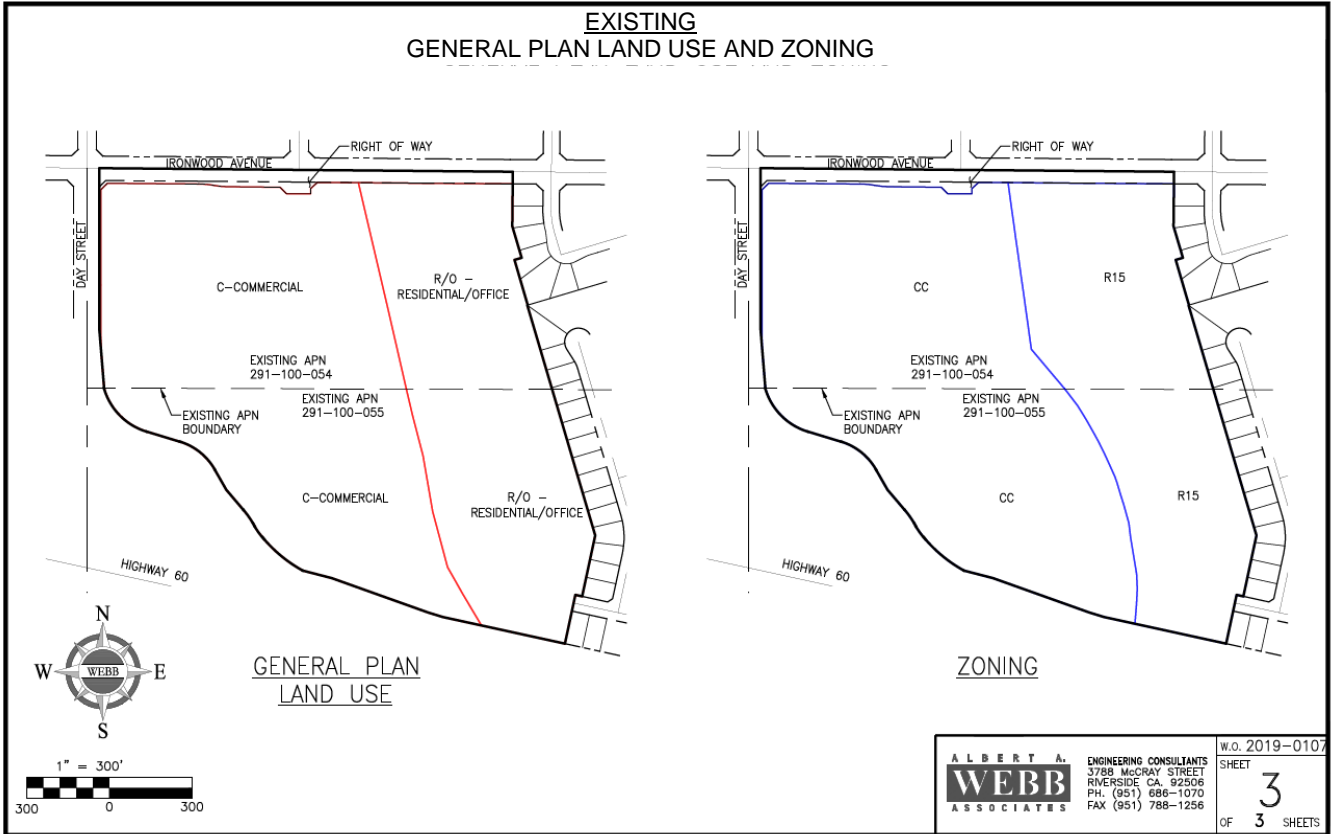
General Plan Amendment

The applicant is proposing a General Plan Amendment (Case No. PEN19-0151) to amend the General Plan land use designation boundaries to align with zoning boundaries and correspond to the parcel boundaries proposed by Tentative Parcel Map No. 37750. The proposed General Plan amendment will result in a total increase of 0.12-acres to Commercial (C) General Plan land use designation and a reduction of 0.12-acres to Residential/Office (R/O) General Plan land use designation, resulting in 19.88 gross acres designated Commercial (C) and 31.63 gross acres designated Residential/Office (R/O).

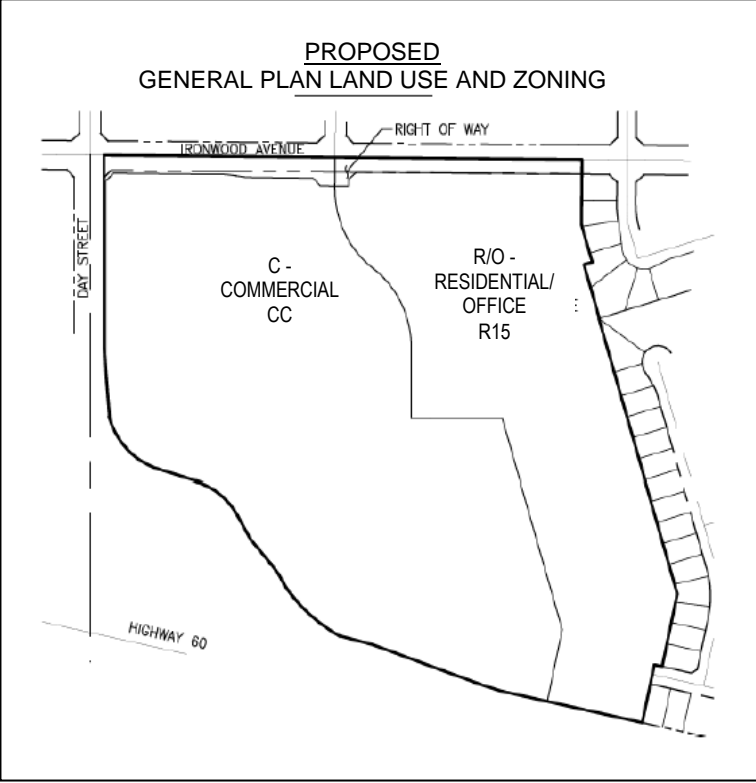
Change of Zone

The applicant is proposing a Change of Zone (Case No. PEN19-0152) to amend the City Zoning Atlas to adjust the boundaries of the Residential 15 (R15) District and Community Commercial (CC) District to align with the General Plan boundaries and correspond to the parcel boundaries proposed by Tentative Parcel Map No. 37750. The proposed Change of Zone will result in a total reduction of 0.11-acres to the Community Commercial (CC) District and an increase of 0.11-acres to the Residential 15 (R15) District. Resulting in 19.88 gross acres designated Community Commercial (CC) District and 31.63 gross acres designated Residential 15 (R15) District.

The graphic below shows the existing discrepancy between the existing General Plan Land Use boundary line and the existing Zoning boundary line along with new proposed boundaries that will align with the proposed Tentative Map.



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Tentative Parcel Map

The applicant is proposing Tentative Parcel Map No. 37750), to subdivide two (2) existing parcels, Assessor Parcel Numbers 291-100-054 and 291-100-055, consisting of approximately 51.51 gross acres into four (4) parcels ranging in size from 7.51 to 17.52 gross acres, and a shared access easement. No grading or other improvements are proposed by this map.

Site/Surrounding Area

The project site is located at the southeast corner of Ironwood Avenue and Day Street. The site is vacant highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on the Project site.

The Project site is within a heavily urbanized area, bordered to the north by single-family residential development zoned Residential 5 (R5) District and the Box Springs Elementary School zoned Public (P) District, to the east by single-family residential development zoned Residential 5 (R5) District, to the south by commercial shopping centers beyond zoned Specific Plan 200 Highway Commercial (SP200HC) District, to the west the Canyon Springs Plaza, a commercial shopping center, zoned Community Commercial (CC) District. The Project site is bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by State Route 60.

Access/Parking

The proposed parcel map will provide legal access to all four parcels by creating a private access easement for ingress, egress, and public utility purposes. The access easement from Day Street will align with the driveway for the Canyon Springs Plaza to the west and the access easement from Ironwood Avenue will align with Athens Drive to the north.

ENVIRONMENTAL

An Initial Study was prepared by Albert A. Webb Associates in compliance with the California Environmental Quality Act (CEQA) Guidelines. The Initial Study (IS/MND) provides information in support of the finding that a Mitigated Negative Declaration serves as appropriate CEQA documentation for the proposed project in that the proposed project, with the implementation of mitigation measures identified, will not have a significant effect on the environment. The electronic files for the IS/MND and appendices are attached to this report.

The public comment period for Notice of Availability for the Initial Study/Mitigated Negative Declaration began on June 5, 2020 and ended on June 25, 2020, which satisfies the required 20-day review period. As of the preparation of this report, no comments have been received.

Mitigation measures are recommended for the proposed project in the following areas: biological resources, cultural resources, and tribal cultural resources and are

incorporated into the Mitigation Monitoring and Report Program. The measures are intended to ensure that potential resources that might be discovered are protected.

ALTERNATIVES

1. Conduct a public hearing on this project, and take actions to certify the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and approve the General Plan Amendment, Change of Zone and Tentative Parcel Map applications, consistent with the Staff recommendations to the Planning Commission. Staff recommends this alternative.
2. Conduct a public hearing on this project, and do not approve the applications for this project. This action would retain the existing discrepancies between the General Plan and Zoning Map land use designations for the project site, and would not certify the Initial Study/ Mitigated Negative Declaration, or approve the Tentative Parcel Map applications. This option would make the property difficult to develop in the future. Staff does not recommend this alternative.

FISCAL IMPACT

Not Applicable

NOTIFICATION

The public hearing notice for this project was published in the local newspaper on August 22, 2020. Public notices were sent to all property owners of record within 600 feet of the project site on August 20, 2020. The public hearing notice for this project was posted on the project site on August 21, 2020. As of the preparation of this report, Staff has received no public inquiries in response to the noticing efforts. Should comments regarding this noticing be received prior to the City Council hearing, they will be provided at the Public Hearing.

PREPARATION OF STAFF REPORT

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
Manuel A. Mancha
Community Development Director

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

Objective 1.1: Proactively attract high-quality businesses.

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

ATTACHMENTS

1. Resolution 2020-XX - Mitigated Negative Declaration
2. Exhibit A - Initial Study and Mitigated Negative Declaration
3. Exhibit B - Mitigation Monitoring Program
4. Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional Delineation
5. Appendix B - Western Riverside County MSHCP Consistency Analysis
6. Appendix C - Focused Burrowing Owl Survey
7. Appendix D - Cultural Resources Assessment
8. Appendix E - Preliminary Drainage Study
9. Appendix F - Trip Generation Memo
10. Resolution 2020-XX - General Plan Amendment
11. Exhibit A - General Plan Map
12. Ordinance 2020-XX - Change of Zone
13. Exhibit A - Zoning Atlas Pg 34 and 45
14. Resolution 2020-XX - Tentative Parcel Map 37750
15. Exhibit A - Conditions of Approval
16. Exhibit B - Tentative Parcel Map 37750
17. Aerial Photograph
18. Existing General Plan Map
19. Existing Zoning Map

- 20. Public Hearing Notice
- 21. 600 Foot Radius Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/25/20 6:28 PM
City Attorney Approval	<u>✓ Approved</u>	8/27/20 9:14 AM
City Manager Approval	<u>✓ Approved</u>	8/27/20 9:17 AM

CITY COUNCIL RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CERTIFYING THE MITIGATED NEGATIVE DECLARATION AND APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT PEN19-0151, CHANGE OF ZONE PEN19-0152, AND TENTATIVE PARCEL MAP NO. 37750 PEN19-0150, FOR PROPERTY LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (APNS: 291-100-054 & 291-100-055)

WHEREAS, the M&F Development Company, Inc. has filed applications for the approval of a General Plan Amendment, PEN19-0151, Zone Change, PEN19-0152 and Tentative Parcel Map No. 37750, PEN19-0150. The proposed General Plan Amendment and Zone Change will address a 0.23 acre discrepancy between General Plan Figure 2-2 “Land Use Map” and the Moreno Valley Zoning Atlas by adjusting the general plan land use boundaries and zoning boundaries to be consistent with one another and to align with proposed parcel map boundaries. The proposed Tentative Parcel Map No. 37750 would subdivide two existing parcels (APNS: 291-100-054 & 291-100-055) of approximately 51.51 total gross acres into four parcels and create legal shared access to all parcels. The project site is located at the southeast corner of Ironwood Avenue and Day Street; and

WHEREAS, the applications for the Project have been evaluated in accordance with established City of Moreno Valley (City) procedures, and with consideration of the General Plan and other applicable regulations; and

WHEREAS, an Initial Study, supporting technical studies, and Mitigated Negative Declaration for the Project were prepared, consistent with the California Environmental Quality Act (CEQA) and a 20-day public review period of the Initial Study and Mitigated Negative Declaration commenced on June 5, 2020 and concluded on June 25, 2020; and

WHEREAS, the public hearing notice for this project was published in the local newspaper on August 22, 2020. Public notice was sent to all property owners of record within 600 feet of the project site on August 20, 2020. The public hearing notice for this project was also posted on the project site on August 21, 2020; and

WHEREAS, the City, in conducting its own independent analysis of the Initial Study, determined that a Mitigated Negative Declaration is an appropriate environmental determination for the Project as there is substantial evidence that demonstrates the Project with mitigation would not result in any significant environmental impacts; and

WHEREAS, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared in accordance with CEQA Guidelines, and is designed to ensure compliance

with the identified mitigation measures outlined in the Mitigated Negative Declaration through Project implementation; and

WHEREAS, the City of Moreno Valley, Community Development Department, located at 14177 Frederick Street, Moreno Valley, California 92552 is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based; and

WHEREAS, the Planning Commission of the City of Moreno Valley held a public hearing on June 25, 2020 to consider the subject application and all environmental documentation prepared for the project and recommended approval of the project by the City Council; and

WHEREAS, the City Council of the City of Moreno Valley considered the Project, including all environmental documentation, at a public hearing held on September 1, 2020; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the City Council considered the Initial Study prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA), and based on the Initial Study including all supporting technical evidence, determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

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

A. This City Council specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 1, 2020, including written and oral staff reports, and the record from the public hearing, this Planning Commission finds as follows:

1. Independent Judgment and Analysis – City staff coordinated the preparation of the Initial Study/Mitigated Negative Declaration and related technical studies with Albert A. Webb Associates. The documents were properly circulated for public review in accordance with the California Environmental Quality Act Guidelines. The Initial Study/Mitigated Negative Declaration has been completed along with the Mitigation Monitoring and Reporting Program (MMRP) to ensure compliance with all mitigation through project implementation. All environmental documents that comprise the Mitigated Negative Declaration, including all technical studies, were

independently reviewed by the City. On the basis of the whole record, there is no substantial evidence that the Project as designed, conditioned and mitigated, will have a significant effect on the environment. The Mitigated Negative Declaration prepared and completed, in accordance with the CEQA Guidelines, reflects the independent judgment and analysis of the City.

BE IT FURTHER RESOLVED that the City Council **APPROVES** Resolution No. 2020-XX, and:

- 1. **CERTIFIES** that the Mitigated Negative Declaration prepared for General Plan Amendment, PEN19-0151, Zone Change, PEN19-0152 and Tentative Parcel Map No. 37750, PEN19-0150 on file with the Community Development Department, incorporated herein by this reference, has been completed in compliance with the California Environmental Quality Act, that the City Council reviewed and considered the information contained in the Mitigated Negative Declaration and that the document reflects the City's independent judgment and analysis and is attached hereto as Exhibit A; and
- 2. **APPROVES** the Mitigation Monitoring and Reporting Program for General Plan Amendment PEN19-0151, Zone Change PEN19-0152 and Tentative Parcel Map No. 37750 PEN19-0150, attached hereto as Exhibit B.

APPROVED AND ADOPTED this 1st day of September, 2020.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2020-XX
Date Adopted: September 1, 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-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



CITY OF MORENO VALLEY

INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR DAY STREET AND IRONWOOD AVENUE SUBDIVISION PROJECT



DAY STREET AND IRONWOOD AVENUE SUBDIVISION PROJECT
CASE NUMBER(S): PEN19-0151 (General Plan Amendment), PEN019-0152
(Change of Zone), and PEN19-0150 (TPM No. 37750)

June 5, 2020

Lead Agency
CITY OF MORENO VALLEY
 14177 Frederick Street
 Moreno Valley, CA 92552

Prepared By
ALBERT A. WEBB ASSOCIATES
 Melissa Perez, Senior Planner
 3788 McCray Street
 Riverside, CA 92506
 951-686-1070

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- Appendix B – Western Riverside County MSHCP Consistency Analysis
- Appendix C – Focused Burrowing Owl Survey
- Appendix D – Cultural Resources Assessment
- Appendix E – Preliminary Drainage Study
- Appendix F – Trip Generation Memo



INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) FOR DAY STREET AND IRONWOOD AVENUE SUBDIVISION PROJECT

BACKGROUND INFORMATION AND PROJECT DESCRIPTION:

1. **Project Case Number(s):** PEN19-0151 (General Plan Amendment), PEN019-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750),
2. **Project Title:** Day Street and Ironwood Avenue Subdivision
3. **Public Comment Period:** June 5, 2020 to June 25, 2020
4. **Lead Agency:** City of Moreno Valley
Gabriel Diaz, Planning Division
14177 Frederick Street
Moreno Valley, CA 92552
(951) 413-3226
gabriel.d@moval.org
5. **Documents Available At:** The City of Moreno Valley Planning Division
6. **Prepared By:** Melissa Perez, Senior Environmental Planner
Albert A. WEBB Associates
3788 McCray Street
Riverside CA, 92506
(951)686-1070
Melissa.perez@webbassociates.com

7. Project Sponsor:

Applicant/Developer

C/O Paul Tanguay
M & F Development Company, Inc.
by Fritz Duda Company
985 Damonte Ranch Pkwy, Ste 210
Reno, NV 89521
(775)233-9233
ptanguay@fritzduda.com

Property Owner

C/O Paul Tanguay
M&F Development Company
985 Damonte Ranch Pkwy, Ste 210
Reno, NV 89521
(775)233-9233
ptanguay@fritzduda.com

Property Owner

C/O Fritz Duda
Fritz Duda Company
13355 Noel Road, LB3, Ste 2225
Dallas, TX 75240-6603
(949)723-7100
FritzDuda@fritzduda.com

Property Owner

Scott S. Webb
Triple S. Group, LLC
3788 McCray Street
Riverside, CA 92506
(951)686-1070
Scott.webb@webbassociates.com

Property Owner

Matthew E. Webb
M BBB, LLC

3788 McCray Street
Riverside, CA 92506
(951)686-1070

matt.webb@webbassociates.com

Property Owner

Irene Webb Salyer
Irene Webb Salyer, Trustee of the Ernest
Webb Credit Trust
3788 McCray Street
Riverside, CA 92506
(951)686-1070

8. **Project Location:** Approximately 51.51 gross acres on the southeast corner of Day Street and Ironwood Avenue in the City of Moreno Valley, California (**Figure 1 – Vicinity Map** and **Figure 2 – Project Boundary**)

Assessor Parcel Numbers (APN): 291-100-054 and 291-100-055

Section 2, Township 3 South, Range 4 West, of the San Bernardino Baseline and Meridian, identified on the Riverside East Quadrangle California USGS 7.5 Quadrangle Map (**Figure 3, USGS Map**)

9. **General Plan Designation:** R/O (Residential Office) and C (Commercial)

R/O (Residential Office): The primary purpose of areas designated Residential/Office is to provide areas for the establishment of office-based working environments or residential developments of up to 15 dwelling units per acre. Development should not exceed a Floor Area Ratio of 1.00.

C (Commercial): The primary purpose of areas designated Commercial is to provide property for business purposes, including, but not limited to, retail stores, restaurants, banks, hotels, professional offices, personal services and repair services. Commercial development intensity should not exceed a Floor Area Ratio of 1.00 and the average floor area ratio should be significantly less.

10. **Specific Plan Name and Designation:** The Project is not located within a Specific Plan.

11. **Existing Zoning:** R15 (Residential 15 - Multifamily) and CC (Community Commercial)

R15 (Residential 15 - Multifamily): The primary purpose of the R15 district is to provide a broadened range of housing types for those not desiring detached dwellings on individual parcels, and with open space and recreational amenities not generally associated with typical suburban subdivisions. This district is intended as an area for development of attached residential dwelling units, as well as mobile home parks, at a maximum allowable density of fifteen (15) dwelling units per net acre in accordance with the provisions outlined in the City of Moreno Valley Zoning Code.

CC (Community Commercial): The primary purpose of the Community Commercial (CC) district is to provide for the general shopping needs of area residents and workers with a variety of business, retail, personal and related or similar services.

12. **Surrounding Land Uses and Setting:**

Table A – Surrounding Land Uses and Setting

	Land Use	General Plan	Zoning
Project Site	Vacant	R/O (Residential/Office) and C (Commercial)	CC (Community Commercial) and R15 (Residential 15)
North	Residential and School	R5 (Residential 5) and P (Public/Quasi-Public)	R5 (Residential 5) and P (Public District)
South	Commercial	C (Commercial)	SP 200 HC (Highway Commercial)
East	Residential	R5 (Residential 5)	R5 (Residential 5)
West	Commercial	C (Commercial)	CC (Community Commercial)

13. **Description of the Site and Project:**

Environmental Setting

The Project site is located within the Western Riverside County MSHCP Reche Canyon/Badlands Area and is not located within an MSHCP Criteria Cell, Group, or area identified for conservation. Further, the Project site is not located in an amphibian, criteria area species, mammal, or narrow endemic pant survey area (JERICHO-A, p. 1).

Elevations range between 1,770 ft above mean sea level (AMSL) to 1,640 ft AMSL. The Project site is within a heavily urbanized area, bordered to the north by dense single-family housing and an elementary school, to the east by more dense single-family housing, and to the west and south by commercial shopping centers. The Project site is bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by SR60. (JERICHO-B, p.5). An aerial view of the Project site shows drainage/topographical features that traverse the Project site from north to south/southwest (JERICHO-A, pp. 4-5).

Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on the Project site. The entire Project site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on the Project site. The disturbed areas on the Project site no longer comprises a native plant community. The Project site supports dense non-native grasslands with remnant native vegetation. (JERICHO-A, p. 5).

Project Description

The following are the entitlement applications for consideration by the City of Moreno Valley:

- General Plan Amendment (Case No. PEN19-0151): Proposal to amend the General Plan land use designation boundaries to correspond to the parcel boundaries proposed by TPM No. 37750. The proposed General Plan amendment will result in a total increase of 0.12 acres to Commercial (C) GP land uses and a reduction of 0.12 acres to Residential/Office (R/O) GP land uses.

- Change of Zone (Case No. PEN19-0152): Proposal to amend the zoning boundaries to correspond to the parcel boundaries proposed by TPM No. 37750. The proposed zone change will result in a total reduction of 0.11 acres to the Community Commercial (CC) zoning designation and an increase of 0.11 acres to the Residential (R15) zoning designation.
- Tentative Parcel Map (TPM) No. 37750 (Case No. PEN19-0150): Proposal to subdivide two (2) existing parcels consisting of approximately 51.51 gross acres identified as Assessor Parcel Numbers 291-100-054 and 291-100-055 into four (4) parcels and a shared access easement. No grading or other improvements are proposed by this map.

The Applicant proposes to subdivide two existing parcels (APNs 291-100-054 and 291-100-055) into four parcels to resolve the split-zoning and split General Plan (GP) land use designations present on each parcel as well as to create legal shared access to all parcels as reflected in **Figure 4 – Tentative Parcel Map** and **Figure 5 – General Plan Amendment and Zone Change**. The parcel lines proposed by the Project are slightly different from the existing GP land use designation and zoning boundaries. The purpose of this change is to ensure legal access to all four parcels and to create a private access easement for ingress and egress and public utility purposes, by creating future shared access off of Day Street that aligns with the existing commercial development to the west and future shared access off of Ironwood Avenue that aligns with the existing Athens Drive to the north. The Project will provide right-of-way (ROW) designation for a 66-foot (ft) road to extend Athens Drive south of Ironwood Avenue and will provide ROW designation for a 40-ft road for Project access from Day Street between State Route 60 (SR 60) and Ironwood Avenue. The new property line boundaries will be coterminous with the new GP land use and zoning boundaries. No grading or other improvements are proposed by the Project, and therefore no ground disturbance will occur at this time. Any future implementing projects will require separate analysis to determine the potential impacts of any such development project.

Table B – Existing GP Land Use and Zoning Designation Acreages, identifies the way in which the existing two parcels are currently designated:

Table B – Existing GP Land Use and Zoning Designation Acreages

APN	GP Land Use Designation	Acres	Zoning Designation	Acres
291-100-054	C	17.17	CC	16.03
	R/O	8.90	R15	10.05
	ROW	1.90	ROW	1.90
<i>Parcel Total</i>		<i>27.98</i>		<i>27.98</i>
291-100-055	C	13.26	CC	14.64
	R/O	10.27	R15	8.89
<i>Parcel Total</i>		<i>23.53</i>		<i>23.53</i>
Total Acres		51.50		51.50

Note
ROW=Right-of-Way

The Project will subdivide the two existing parcels into four parcels and includes a General Plan Amendment (GPA) and a Change of Zone (CZ) to align the four parcels with the proposed TPM boundary lines and GP land use and zoning designations as shown in **Table C – Proposed GP Land Use and Zoning Designation Acreages**, below.

Table C – Proposed GP Land Use and Zoning Designation Acreages

Proposed Parcels	GP Land Use Designation	Zoning Designation	Net Acres	Right-of-Way	Gross Acres
1	C	CC	13.04	1.07	14.11
2	R/O	R15	11.54	0.83	12.37
3	R/O	R15	7.51	0.00	7.51
4	C	CC	17.52	0.00	17.52
Total Acres			49.61	1.90	51.51

While the Project's total land use acreages for GP land use and zoning designations will be slightly different in order to allow for legal shared access and public utility easements, the acreages will remain substantially consistent as reflected in **Table D – Existing and Proposed Land Use Acreage Comparison** and **Table E – Existing and Proposed Zoning Acreage Comparison**, below.

Table D – Existing and Proposed Total Land Use Acreage Comparison

GP Land Use Designation	Existing Acreage	Proposed Acreage	Difference
C	30.44	30.56	▲0.12
R/O	19.17	19.05	▼0.12
ROW	1.90	1.90	--
Total Acres	51.51	51.51	--

Note

ROW=Right-of-Way

The proposed General Plan Amendment (GPA) will result in a total increase of 0.12 acres to Commercial (C) GP land uses and a reduction of 0.12 acres to Residential/Office (R/O) GP land uses.

Table E – Existing and Proposed Total Zoning Acreage Comparison

Zoning Designation	Existing Acreage	Proposed Acreage	Difference
CC	30.67	30.56	▼0.11
R15	18.94	19.05	▲0.11
ROW	1.90	1.90	--
Total Acres	51.51	51.51	--

Note
ROW=Right-of-Way

The proposed Zone Change (ZC) will result in a total reduction of 0.11 acres to the Community Commercial (CC) zoning designation and an increase of 0.11 acres to the Residential (R15) zoning designation.

The proposed GPA and ZC will bring the total 0.23 acre discrepancy between the current GP land use and zoning designations consistent with one another and remove the split general plan land use and split zoning designations.

14. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission’s Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The City provided notices pursuant to SB 18 and AB 52 requirements dated October 7, 2019 to: Pechanga Band of Luiseño Indians, Morongo Band of Mission Indians (MBMI), Soboba Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Agua Caliente Band of Cahuilla Indians. All tribes with the exception of Agua Caliente Band of Cahuilla Indians requested additional documentation and/or consultation. As a result, on January 23, 2020 the City provided the tribes with copies of the Cultural Resources Assessment and Tentative Tract Map 37750 for their review. Ultimately, all tribes agreed to conditions of approval which have been incorporated as mitigation measures MM CULT-1 through MM CULT-4 and MM TCR-1 and MM TCR-2.

15. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):**
 - a. Airport Land Use Commission (ALUC)

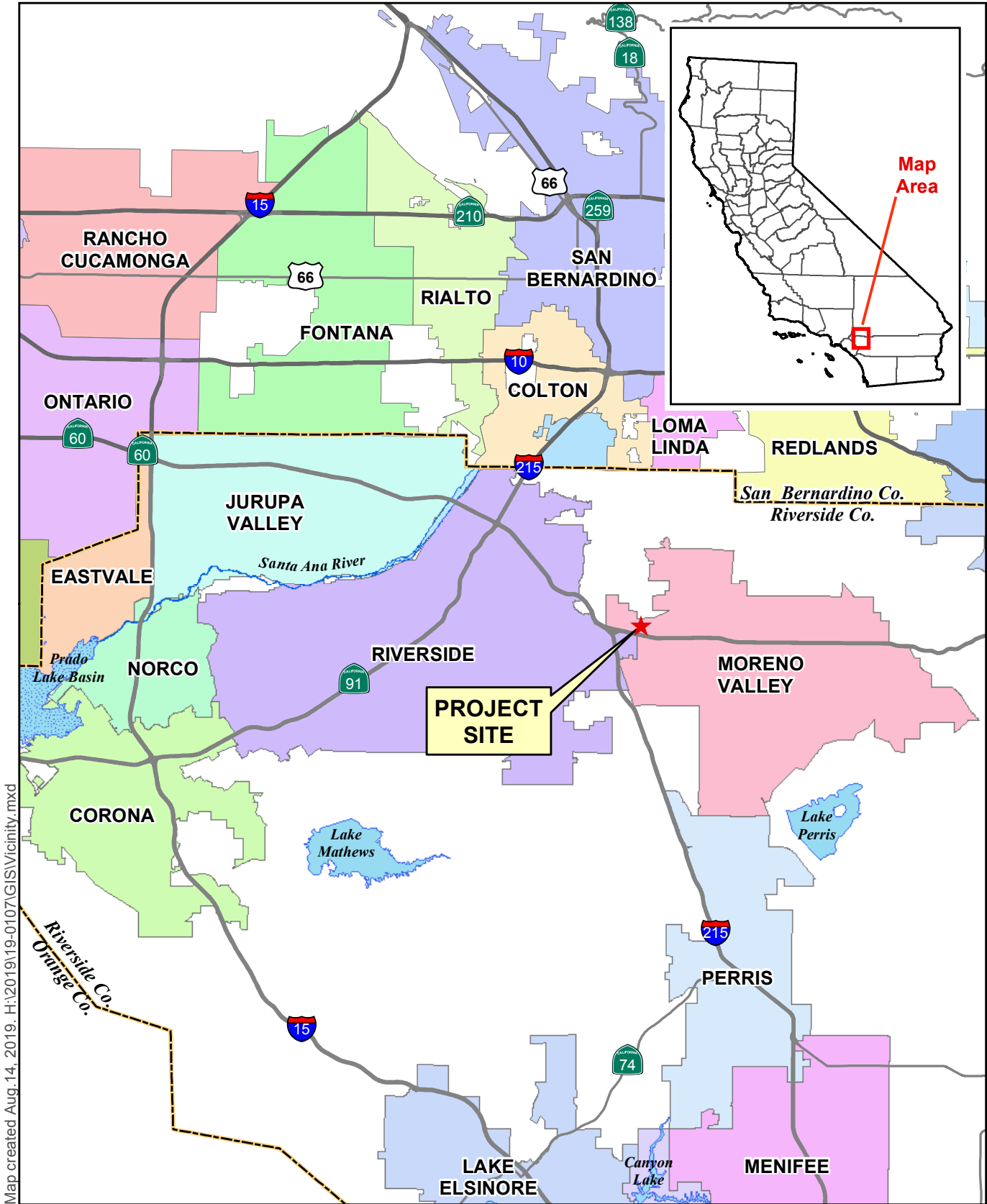
16. **Other Technical Studies Referenced in this Initial Study (Provided as Appendices):**

- a. Appendix A – Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional Delineation
- b. Appendix B – Western Riverside County MSHCP Consistency Analysis
- c. Appendix C – Focused Burrowing Owl Survey
- d. Appendix D – Cultural Resources Assessment
- e. Appendix E – Preliminary Drainage Study
- f. Appendix F – Trip Generation Memo

17. **Acronyms:**

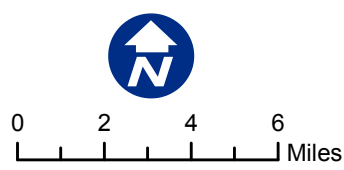
ADA -	American with Disabilities Act
ALUC -	Airport Land Use Commission
ALUCP -	Airport Land Use Compatibility Plan
AQMP -	Air Quality Management Plan
CEQA -	California Environmental Quality Act
CIWMD -	California Integrated Waste Management District
CMP -	Congestion Management Plan
DTSC -	Department of Toxic Substance Control
DWR -	Department of Water Resources
EIR -	Environmental Impact Report
EMWD -	Eastern Municipal Water District
EOP -	Emergency Operations Plan
FEMA -	Federal Emergency Management Agency
FMMP -	Farmland Mapping and Monitoring Program
GIS -	Geographic Information System
GHG -	Greenhouse Gas
GP -	General Plan
HCM -	Highway Capacity Manual
HOA -	Homeowners' Association
IS -	Initial Study
LHMP -	Local Hazard Mitigation Plan
LOS -	Level of Service
LST -	Localized Significance Threshold
MARB -	March Air Reserve Base
MARB/IPA-	March Air Reserve Base/Inland Port Airport
MSHCP -	Multiple Species Habitat Conservation Plan
MVFP -	Moreno Valley Fire Department
MVPD -	Moreno Valley Police Department
MVUSD -	Moreno Valley Unified School District
MWD -	Metropolitan Water District
NCCP -	Natural Communities Conservation Plan
NPDES -	National Pollutant Discharge Elimination System
OEM -	Office of Emergency Services
OPR -	Office of Planning & Research, State
PEIR -	Program Environmental Impact Report
PW -	Public Works
RCEH -	Riverside County Environmental Health
RCFCWCD -	Riverside County Flood Control & Water Conservation District
RCP -	Regional Comprehensive Plan

RCTC -	Riverside County Transportation Commission
RCWMD -	Riverside County Waste Management District
RTA -	Riverside Transit Agency
RTIP -	Regional Transportation Improvement Plan
RTP -	Regional Transportation Plan
SAWPA -	Santa Ana Watershed Project Authority
SCAG -	Southern California Association of Governments
SCAQMD -	South Coast Air Quality Management District
SCE -	Southern California Edison
SCH -	State Clearinghouse
SKRHCP -	Stephens' Kangaroo Rat Habitat Conservation Plan
SWPPP -	Storm Water Pollution Prevention Plan
SWRCB -	State Water Resources Control Board
USFWS -	United States Fish and Wildlife
USGS -	United States Geologic Survey
VMT -	Vehicle Miles Traveled
VVUSD -	Valley Verde Unified School District
WQMP -	Water Quality Management Plan
WRCOG -	Western Riverside Council of Government



Map created Aug. 14, 2019. H:\2019\19-0107\GIS\Vicinity.mxd

Figure 1 – Vicinity Map
Day Street and Ironwood Avenue Subdivision



Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151 General Plan Amendment; PEN19-0152

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Sources: Riverside Co. GIS, 2019 (streets) and 2016 (imagery).

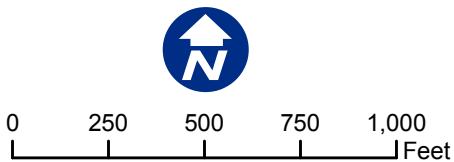
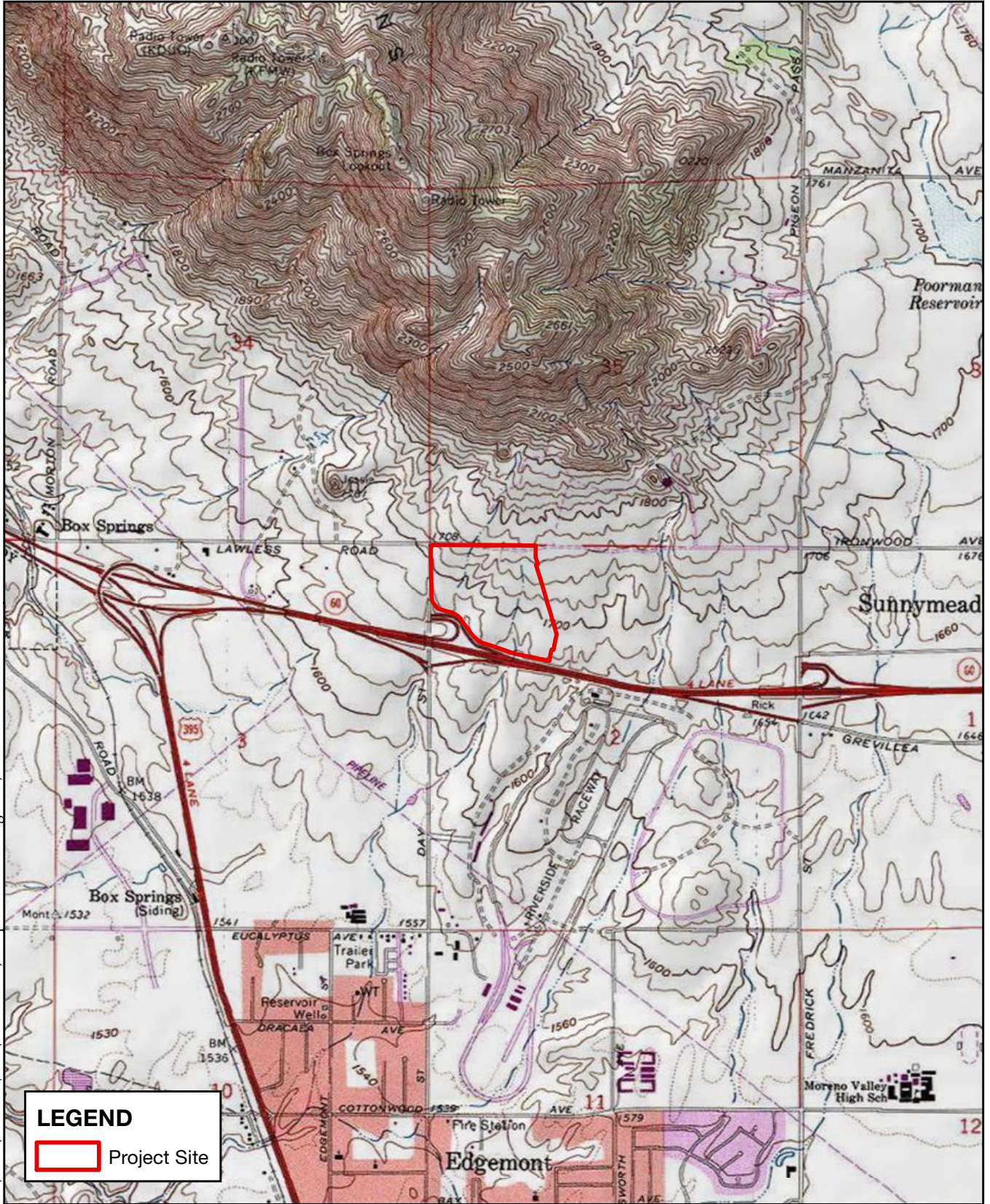


Figure 2 - Aerial Map
Day Street and Ironwood Avenue Subdivision



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Sources: ESRI / USGS 7.5min Quad
DRG: Riverside East

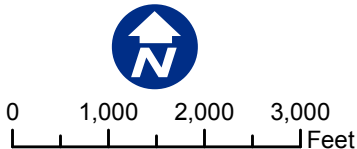
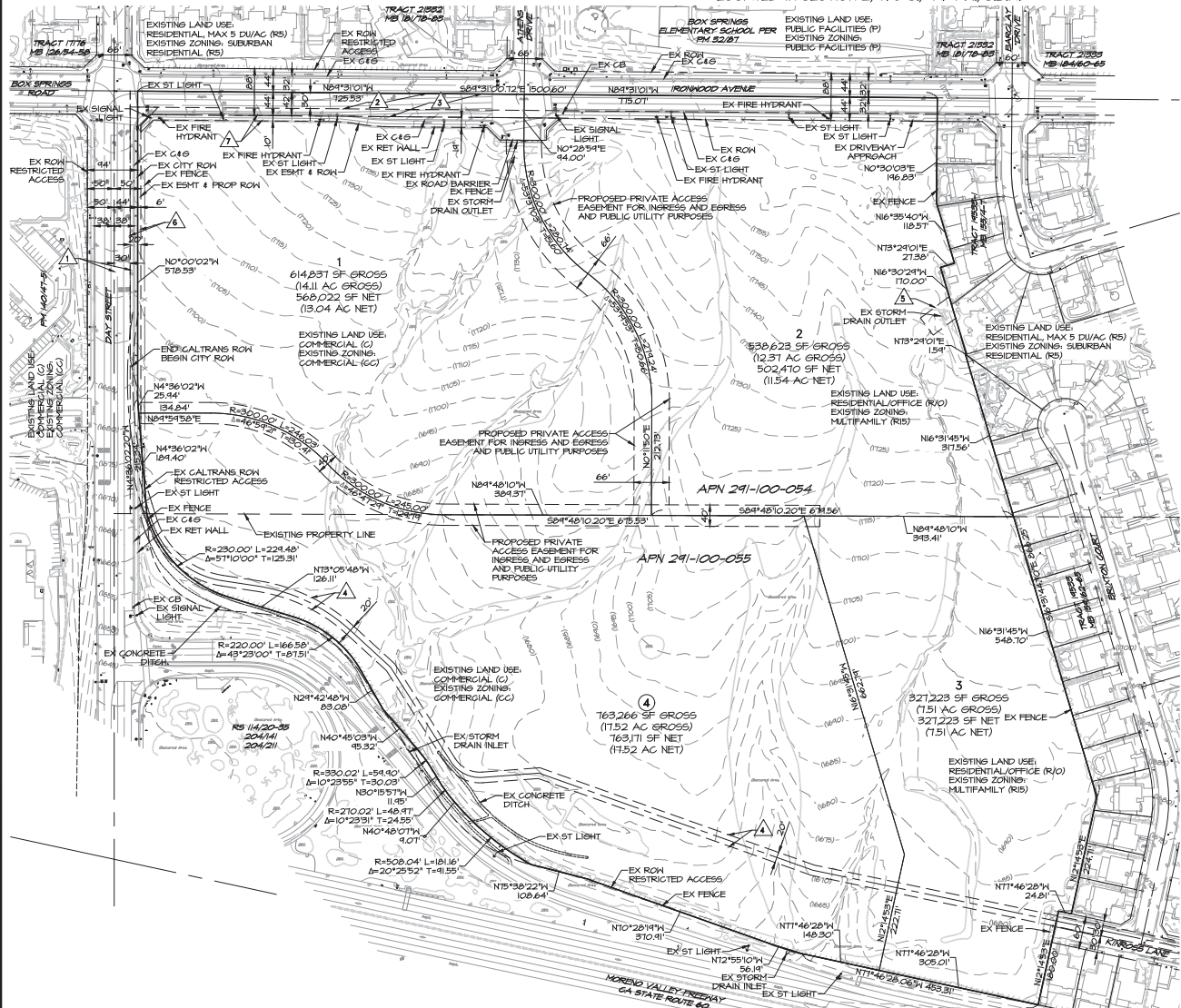


Figure 3 - USGS Map
Day Street and Ironwood Avenue Subdivision



IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TENTATIVE PARCEL MAP NO. 37750
 LOCATED IN SECTION 2, T. 3 S., R. 4 N., S.B.M.



OWNER (1 OF 5)
 MIF DEVELOPMENT COMPANY
 3425 VIA LIDO, SUITE 250
 NEWPORT BEACH, CA 92663
 CONTACT: PAUL C. BERNARD
 PHONE: (444) 723-1100
 PBERNARD@FRITZDUDA.COM

OWNER (2 OF 5)
 TRIPLE 5 GROUP, LLC
 3788 MCGRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: SCOTT S. HEBB
 PHONE: (951) 686-1070
 SCOTT.HEBB@HEBBASSOCIATES.COM

OWNER (3 OF 5)
 HEBB, LLC
 3788 MCGRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: MATTHEW E. HEBB
 PHONE: (951) 686-1070
 MATTHEW.HEBB@HEBBASSOCIATES.COM

OWNER (4 OF 5)
 IRENE HEBB SALTER, TRUSTEE OF
 THE IRENE HEBB CREDIT TRUST
 3788 MCGRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: IRENE SALTER
 PHONE: (951) 686-1070
 REKANDIRENE@YAHOO.COM

OWNER (5 OF 5)
 FRITZ DUDA COMPANY,
 A TEXAS CORPORATION
 13355 NOEL ROAD, LBS, SUITE 2225
 DALLAS, TEXAS 75240
 CONTACT: FRITZ DUDA
 PHONE: (444) 723-1100
 FRITZDUDA@FRITZDUDA.COM

ABBREVIATIONS

- AC ACRES
- APN ASSESSOR'S PARCEL NUMBER
- CA CALIFORNIA
- C&G CURB AND GUTTER
- CB CATCH BASIN
- E EAST
- EX EXISTING
- L LENGTH
- N NORTH
- R RADIUS
- RET RETAINING
- RIGHT RIGHT OF WAY
- SF SQUARE FEET
- ST STREET
- T TANGENT
- W WEST

LEGEND

- - - EXISTING RETAINING WALL
- - - EXISTING FENCE
- - - EXISTING RIGHT OF WAY
- - - EXISTING ROW RESTRICTED ACCESS
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - EXISTING STREET LIGHT
- - - EXISTING FIRE HYDRANT
- - - EXISTING CONTOURS
- - - EXISTING LOT LINE
- - - PROPOSED LOT LINE
- - - PROJECT BOUNDARY

PROJECT DESCRIPTION
 THIS TENTATIVE PARCEL MAP PROPOSES TO SUBDIVIDE APNS 291-100-054 AND -055 LOCATED AT THE SOUTH STREET AND IRONWOOD AVENUE IN THE CITY OF MORENO VALLEY INTO FOUR PARCELS WITH THE INTENT TO INCREASE THE TOTAL ACREAGE OF C AND R/O BENE DESIGNATIONS. THIS PARCEL MAP IS INTENDED TO BE INTERPRETED AS NO DEVELOPMENT OR GRADING IS PROPOSED.

EASEMENT NOTES

- △ AN EASEMENT FOR ROADS AND PUBLIC UTILITIES A PURPOSES PER BOOK 600, PAGE 303 O.R., REC. 10/16/1978
- △ AN EASEMENT FOR ROADS AND UTILITIES AND 1 PER INST. #1973-33540, REC. 03/16/1973
- △ 44' DEDICATION FOR PUBLIC ROAD AND PUE PER INST. #1946-114056, REC. 7/30/1966
- △ 20' EASEMENT SEWER EASEMENT PER INST. #1919-18007
- △ IRREVOCABLY DEDICATION IN PERPETUITY FOR DR PER INST. #1946-114056, REC. 7/30/1966
- △ AN EASEMENT FOR ROADS AND PUBLIC UTILITIES A PURPOSES PER INST. #0007-21071 O.R., REC. 03/21/1971
- △ A PERPETUAL EASEMENT AND RIGHT OF WAY FOR 1 PURPOSES AND PUE PER INST. #2014-220641 O.R. 10/16/1981

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CAL COORDINATE SYSTEM, CGCS, ZONE 6, BASED LOCALLY STATIONS "MLP", AND "PBP", NAD 83 (NRS2011).

BENCHMARK
 1965 + HP 106 (PID #85694)
 ELEV. = 1849.42' (NAVD 83)
 DESCRIBED BY METRO WATER DIST. 50, CALIFORNIA RIVERSIDE, FROM THE INTERSECTION OF INTERSTATE 2 OFF RAMP, PROCEED 0.8 MILE (1.3 KM) WEST ALONG A PLY TO ALEXANDER ST, 44 FEET (13.4 M) SOUTH OF AL (15.2 M) EAST OF ALEXANDER TO A 4 FOOT (1.2 M) BY CATCH BASIN ON SOUTH SIDE OF BLDG SET A 19652, STAMPED HP 106 1944 FLUSH ON TOP OF THE NORTHEAST AND IS 15 FEET (4.5 M) BACK OF CURB FACE AND 6 INCH REFERENCE MID FB 4205 06 022.

GENERAL INFORMATION

1. THOMAS BROS. MAP BOOK PAGE T11 GRID, A2.
2. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNER'S PROJECT IS NOT WITHIN A SPECIFIC PLAN.
3. EASEMENTS OF RECORD ARE PLOTTED HEREON.
4. PROJECT IS WITHIN MORENO VALLEY ZONE 4 (R&R) AND ZONE C (ARTERIAL STREET LIGHTS) COMMUNITY LAND IS NOT WITHIN A SPECIAL STUDIES ZONE.
5. LAND IS SUBJECT TO LOW LIQUEFACTION.
6. LAND IS SUSCEPTIBLE TO SUBSIDENCE.
7. NO EXISTING STRUCTURES OR DWELLINGS ON SITE.
8. THE PROJECT IS IN THE SANTA ANA RIVER WATERSHED.
9. FLOOD ZONE X, AREA OF MINIMAL FLOODING PER 1.

SHEET INDEX

NUMBER	DESCRIPTION
1	TENTATIVE PARCEL MAP
2	LEGAL DESCRIPTION & STREET SECTION

VICINITY MAP
 (Map showing location relative to Box Springs Road, Ironwood Avenue, and Alessandro Blvd.)

APPLICANT
 MIF DEVELOPMENT COMPANY
 3425 VIA LIDO, SUITE 250
 NEWPORT BEACH, CA 92663
 CONTACT: PAUL C. BERNARD
 PHONE: (444) 723-1100
 PBERNARD@FRITZDUDA.COM

ENGINEER
 ALBERT A. HEBB
 3788 MCGRAY ST
 RIVERSIDE, CA 92506
 CONTACT: SARAH HEBB
 PHONE: (951) 686-1100
 SARAH.HEBB@HEBBASSOCIATES.COM

TOPOGRAPHY SOURCE
 TOPOGRAPHY FLOWN BY INLAND AERIAL SURVEYS, INC. ON 05/03/2014

LAND USE
 EXISTING GENERAL (C) (COMMERCIAL), EXISTING ZONING: CC (COMMERCIAL)
 PROPOSED GENERAL (C) (COMMERCIAL), PROPOSED ZONING: CC (COMMERCIAL)

APN
 291-100-054 AND 291-100-055

ACREAGE
 51.51 GROSS ACRES
 44.61 NET ACRES

SCHOOL DISTRICT
 MORENO VALLEY

UTILITY PROVIDERS

UTILITY	PROVIDER
WATER	EASTERN
SEWER	EASTERN
ELECTRICAL	SOUTHERN
GAS	SOUTHERN
TELEPHONE	AT&T
CABLE TV	CHARTER

PARCEL NUMBER	GROSS (SF)	GROSS (AC)	NET (SF)	NET (AC)	PROPOSED GENERAL PLAN LAND USE	PROPOSED ZONING
1	614,831	14.11	568,022	13.04	COMMERCIAL (C)	COMMERCIAL (CC)
2	558,623	12.31	502,470	11.54	RESIDENTIAL OFFICE (R/O)	MULTI-FAMILY RESIDENTIAL (R-15)
3	327,223	7.51	327,223	7.51	RESIDENTIAL OFFICE (R/O)	MULTI-FAMILY RESIDENTIAL (R-15)
4	763,266	17.52	763,271	17.52	COMMERCIAL (C)	COMMERCIAL (CC)
TOTAL	2,243,944	51.51	2,160,986	49.61		

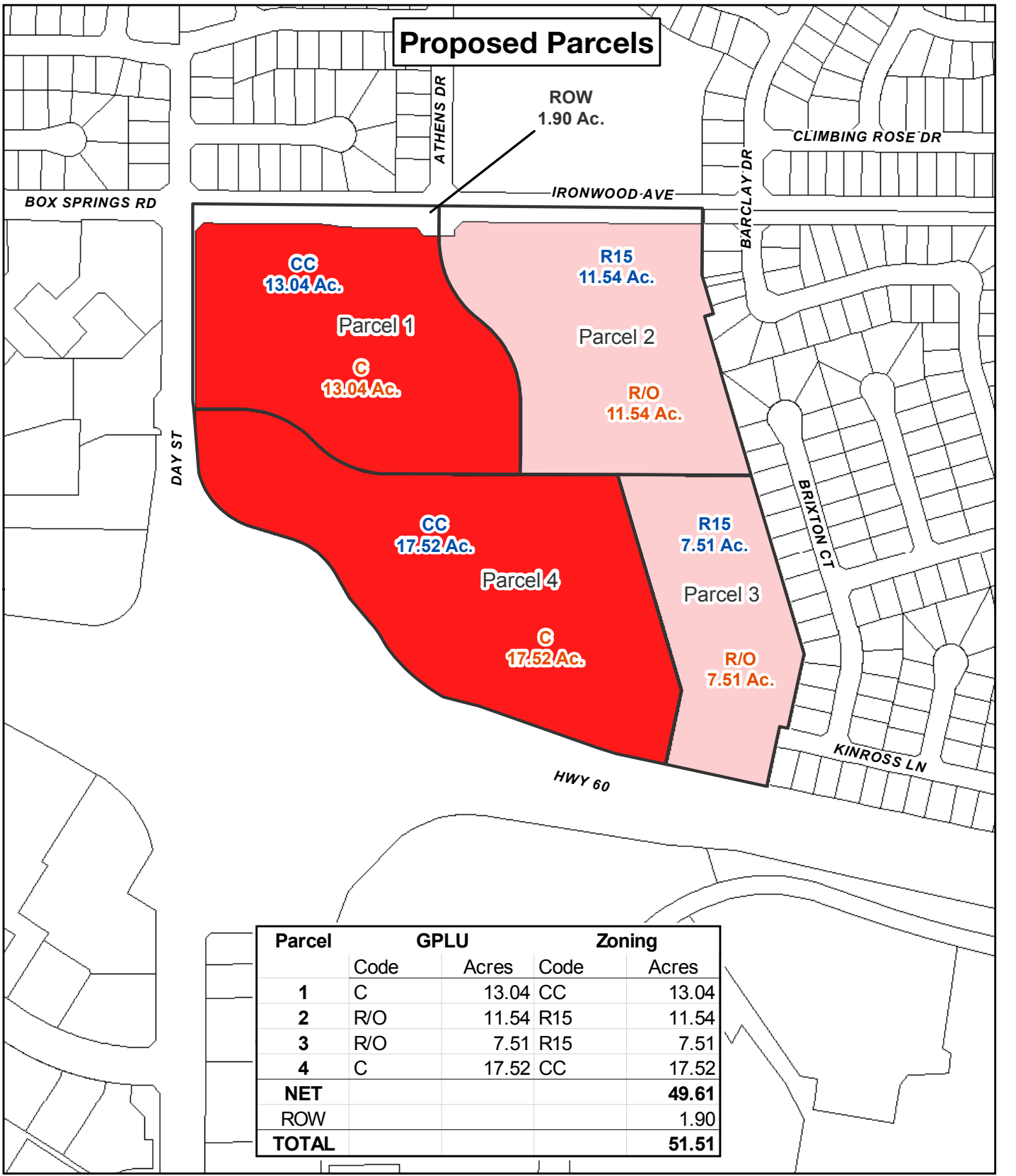
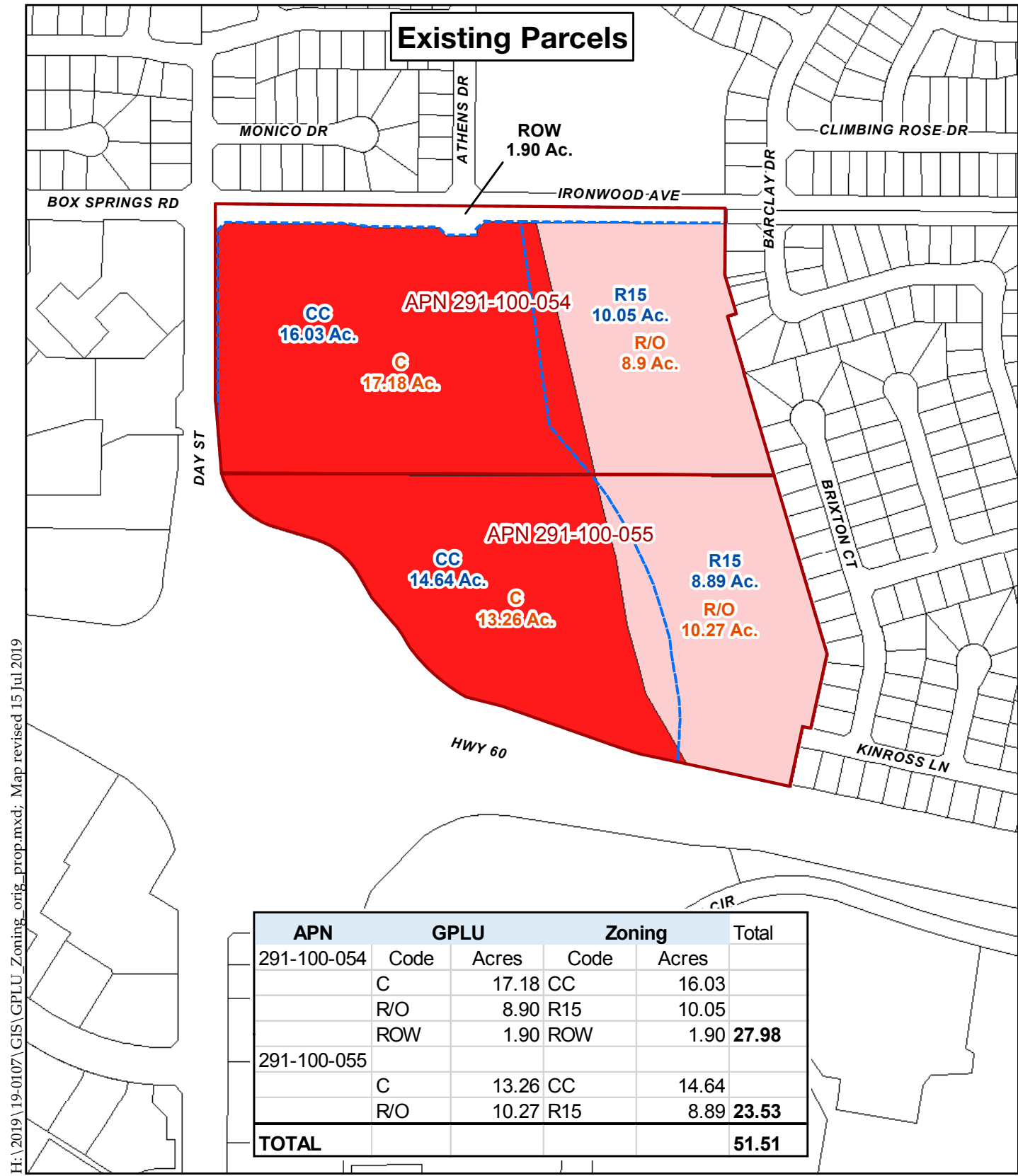


Figure 4, Tentative Parcel Map 37750

Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151)



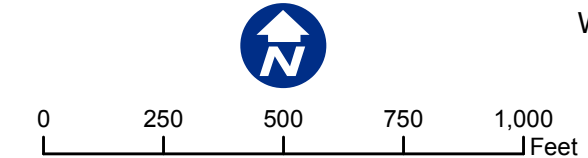
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F:\2019\19-0107\GIS\GPLU_Zoning_orig_prop.mxd; Map revised 15 Jul 2019

Sources: City of Moreno Valley, 2017; Riverside Co. GIS, 2019

Note: Acreages based on Webb Survey



APN Existing Parcels	R/O Residential/Office
1 Proposed Parcels	C Commercial
CC Zoning	

Figure 5, General Plan Amendment and Zone Change

TPM 37750



Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151 General Plan Amendment, PEN19-0152

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

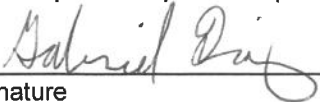
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology & Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology & Water Quality | <input type="checkbox"/> Land Use & Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population & Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities & Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Signature
 Gabriel Diaz

 Printed Name

5/28/20

 Date
 City of Moreno Valley

 For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or another CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources. A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code §21099 – Modernization of Transportation Analysis for Transit-Oriented Infill Projects – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City of Moreno Valley’s (City) General Plan (GP) and the GP Environmental Impact Report (EIR) identify Box Springs Mountains, Mount Russell Foothills, Moreno Peak, and the Area as the City’s major scenic resources (GP EIR, p. 5.11-1; GP, pp.7-12 – 7-13). Views of the Box Springs Mountains are visible from the Project site and surrounding areas. However, as noted in the Project Description above, the Project does not propose any development. Therefore, implementation of the Project would not impact the City’s scenic vistas. In addition, for any future development at the Project site, the City’s Municipal Code (MC) 9.16.000 outlines design standards that limit the height of building structures, scale, and color. Specifically, MC 9.16-110 through MC 9.16-160 provide development standards for all projects throughout the City. Through the City’s building permit application process, the City reviews each project to ensure MC standards are met. Therefore, no impacts would occur.</p>				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City’s GP Policies 7.74 and 7.75 designate State Route 60 (SR 60), which is located south of the Project site, as a local scenic road and require development along scenic roadways to be visually attractive and to allow for scenic views of the surrounding mountains and Mystic Lake (GP, pp. 9-37 – 9-38). However, there are no sites within the City listed as a state land, nor are there any sites on the National Register of Historic Places (GP 7-4). Further, the Project does not propose any development. Thus, implementation of the Project would not damage scenic resources, including, but not limited to, trees, rock outcroppings, historic buildings within a state scenic highway, or scenic resources within a state scenic highway. Therefore, no impacts would occur.</p>				
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, although the Project includes a change of zone and a General Plan Amendment (GPA), the total number and type of zoning and GP land use designations will remain the same. As such, the Project site land use designations would remain compatible with the surrounding uses. The Project would be required to adhere to MC 9.16.000 design guidelines. However, the Project does not propose development. Thus, implementation of the Project, would not impact the existing visual character or quality of public views of the site and its surroundings and would not conflict with applicable zoning and other regulations governing scenic quality and scenic resources within a state scenic highway. Therefore, no impacts would occur.</p>				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City’s MC 9.10.110 prohibits operation, activity, sign or lighting fixture exceeding 0.5 foot-candles peering onto adjacent properties and requires all lighting to project downward in order to avoid glare on adjacent properties. As noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.8 – Scenic Resources 				

Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151 General Plan Amendment; PEN19-0152

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed November 2019.) (GP EIR)</p> <ul style="list-style-type: none"> Section 5.11 – Aesthetics <ul style="list-style-type: none"> Figure 5.11-1 – Major Scenic Resources <p>4. City of Moreno Valley Zoning Map, revised on August 22, 2019, printed October 10, 2019. (Available at http://www.moval.org/cdd/pdfs/ZoningMap.pdf, accessed November 2019.) (Zoning Map)</p> <ul style="list-style-type: none"> Section 9.10.110 – Light and Glare of the Moreno Valley Municipal Code. Chapter 9.16 – Design Guidelines 				
<p>II. AGRICULTURE AND FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board.</p> <p>Would the project:</p>				
<p>a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not classified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance by the Farmland Mapping and Monitoring Program (GP EIR, p. 5.8-3; DOC). thus, implementation of the Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. Therefore, no impacts would occur.</p>				
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is zoned Community Commercial (CC) and Multifamily Residential (R15) and is not under a Williamson Act contract (GP EIR, pp. 5.8-6 – 5.8-9; GP, p. 4-4; Zoning Map). Thus, implementation of the Project would not conflict with existing zoning for agricultural use, or an existing Williamson Act contract. Therefore, no impacts would occur.</p>				
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is zoned CC and R15 (Zoning Map), which do not include uses for timberland production. Thus, implementation of the Project would not conflict with existing zoning for, or cause rezoning of, forest land, timber land, or timberland zoned for Timberland Production. Therefore, no impacts would occur.</p>				
<p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: There is no forest land in proximity to the Project site. Further, the Project is zoned for CC and R15 (Zoning Map), Community Commercial and Residential uses, respectively. Thus, implementation of the Project would not result in the loss of forest land or conversion of forest land to non-forest use. Therefore, no impacts would occur.</p>				
<p>e) Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Response: As noted in the Project Description above, the Project does not propose development. Further, the surrounding area, zoned for similar commercial and residential uses, is built out. Therefore, implementation of the Project would not involve changes in the existing environment that could result in the conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> Project Description City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> Chapter 4 – Parks, recreation, and Open Space – Section 4.2 – Open Space City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/eir/eir-tot.pdf, accessed November 2019.) (GP EIR) <ul style="list-style-type: none"> Section 5.8 – Agricultural Resources <ul style="list-style-type: none"> Figure 5.8-1 – Important Farmlands State of California, Department of Conservation, <i>Riverside County Important Farmland 2016, Sheet 1 of 3, 2016</i>. (Available at https://www.conservation.ca.gov/dlrp/fmmp/Pages/Riverside.aspx, accessed November 2019.) (DOC) City of Moreno Valley Zoning Map, revised on August 22, 2019, printed October 10, 2019. (Available at http://www.moval.org/cdd/pdfs/ZoningMap.pdf, accessed November 2019.) (Zoning Map) 				
<p>III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</p>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The City is located within the South Coast Air Basin (Basin). The South Coast Air Quality Management District (SCAQMD) prepares the Air Quality Management Plan (AQMP) for the Basin (GP EIR, p 5.3-1). The AQMP sets forth a comprehensive program that will lead the Basin into compliance with all federal and state air quality standards. The AQMP's control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments (GP, pp. 5-2 – 5-3, 6-19 – 6-20). Accordingly, if a project demonstrates compliance with local land use plans and/or population projections, then the AQMP would have considered such uses when it was developed. Further, the Project would be required to comply with the City's MC 9.10.050 which prohibits operation or activity that would cause the emission of smoke, fly ash, dust fumes, vapors, or gases or other forms of air pollution which exceed the requirement of the SCAQMD or the requirements of any air quality plan or General Plan element adopted by the City. Since the proposed Project consists of subdividing two parcels to four and the difference between the total existing and proposed GP land use and zoning land use acreages would be marginal, then the Project in and of itself would not result in any changes to the existing land use patterns in the Project site. As noted in the Project Description above, the Project will subdivide land and does not propose development. Future implementing projects would require a separate analysis to determine potential impacts of the development proposed as part of those projects. Thus, implementation Project would not conflict with or obstruct implementation of the AQMP. Therefore, impacts would be less than significant.</p>				
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project will subdivide land and does not propose development. Thus, implementation of the Project would not result in the generation of pollutants. Therefore, no impacts would occur.</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project will subdivide land and does not propose development. Thus, implementation of the Project would not expose sensitive receptors to pollutant concentrations. Therefore, no impacts would occur.</p>				
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City’s municipal code, MC 9.10.150, prohibits operations or activity that would emit odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the lot line of the property containing said operation or activity. As noted in the Project Description above, the Project would subdivide land and does not propose development. Thus, implementation of the Project would not result in emissions adversely affecting a substantial number of people. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> • Chapter 5 – Circulation Element • Chapter 6 – Safety Element – Section 6.6 – Air Quality 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed November 2019.) (GP EIR) <ul style="list-style-type: none"> • Section 5.3 – Air Quality <ul style="list-style-type: none"> - Figure 5.3-1 – South Coast Air Basin 4. City of Moreno Valley, <i>Moreno Valley Municipal Code</i>, December 2018. (Available at http://qcode.us/codes/morenovalley/, accessed November 2019.) (MC) <ul style="list-style-type: none"> • Section 9.10.050 – Air Quality of the Moreno Valley Municipal Code • Section 9.10.150 – Odors of the Moreno Valley Municipal Code 				
<p>IV. BIOLOGICAL RESOURCES – Would the project:</p>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: A Biological Resources Assessment, Burrowing Owl Habitat Suitability Assessment, and Jurisdictional Delineation was prepared by Jericho Systems Inc. dated November 1, 2019 (JERICHO-A) included as Appendix A of this IS, to document existing biological and regulatory constraints associated with implementation of the Project. To ensure compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), as required by the City’s GP (GP, p. 5.9-90) Jericho also prepared a MSHCP Consistency Analysis dated November 1, 2019 (JERICHO-B) included as Appendix B of this IS. Lastly, a Focused Burrowing Owl Survey was prepared by Cadre Environmental dated September 3, 2019 (CADRE) included as Appendix C of this IS.</p>				
<p><u>Setting</u> The Project site is located within the Western Riverside County MSHCP Reche Canyon/Badlands Area and is not located within an MSHCP Criteria Cell, Group, or area identified for conservation. Further, the Project site is not located in an amphibian, criteria area species, mammal, or narrow endemic pant survey area (JERICHO-A, p. 1).</p> <p>Elevations range between 1,770 ft above mean sea level (AMSL) to 1,640 ft AMSL. The Project site is within a heavily urbanized area, bordered to the north by dense single-family housing and an elementary school, to the east by more dense single-family housing, and to the west and south by commercial</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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shopping centers. The Project site is bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by SR60. (JERICHO-B, p.5). An aerial view of the Project site shows drainage/topographical features that traverse the Project site from north to south/southwest (JERICHO-A, pp. 4-5).

Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on the Project site. The entire Project site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on the Project site. The disturbed areas on the Project site no longer comprises a native plant community. The Project site supports dense non-native grasslands with remnant native vegetation. (JERICHO-A, p. 5).

Methodology

Prior to the field investigation, reference materials and databases relevant to the Project site were reviewed for the Riverside East and Sunnymead 7.5-minute USGS quadrangles (Quads). The database search included the Sunnymead USGS Quad due to the Project site’s proximity to the Riverside East USGS Quad. The sources reviewed include:

- California Natural Diversity Database (CNDDDB) Rarefind 5;
- CNDDDB Biogeographic Information and Observation System (BIOS);
- USDA Natural Resources Conservation Service (NRCS) Web Soil Survey;
- USFWS National Wetland Inventory;
- Environmental Protection Agency (EPA) Water Program “My Waters” data layers;
- Google Earth Pro historic aerial imagery (1994-2018);
- County/City habitat conservation plans and other sensitive resource policies; and
- RCA MSHCP Information Map.

On October 30 and 31, 2019, field surveys were conducted to identify areas of potentially suitable burrowing owl habitat, individuals, surrogate burrows, and signs of historic or current use of the site by burrowing owl. The burrowing owl habitat suitability assessment was conducted in accordance with the Western Riverside County MSHCP. The surveyors systematically searched the entire Project site by walking transects spaced at approximately 10 meters (approximately 30 ft) apart to allow for 100 percent visual coverage of the ground surface. Due to development directly adjacent to the site, a survey buffer was limited outside of the Project boundary on the adjoining vacant parcel that is not a part of this Project in the north west corner. The surveys were conducted on calm weather days, during peak burrowing owl activity between the morning hours of 7:00 a.m. to 11:00 a.m. and 2:00 p.m. to 5:00 p.m. (JERICHO-A, pp. 2 - 3).

Natural and non-natural substrates were examined for potential burrow sites. All potential burrowing owl burrows encountered were examined for shape, size, molted feathers, whitewash, cast pellets and/or prey remains. Disturbance characteristics and all other animal signs encountered within the survey area were recorded. No limitations significantly affected the results and conclusions given herein. No private property was surveyed without owner permission and buffer area transects were not surveyed within the areas occupied by existing development. Surveys were conducted during the appropriate season to observe the target species, in good weather conditions, by qualified biologists who followed all pertinent protocols. (JERICHO-A, p. 3).

Despite a systematic search of the entire site, no burrowing owls or recent or historic signs (molted feathers, whitewash, cast pellets or prey remains, or whitewash) were observed during the habitat assessment. Further, the extensive urbanization in the surrounding areas lends itself to predators such as dogs and cats. Per the literature review, the nearest documented burrowing owl occurrence is approximately 3 miles west of the survey area. The current Project site conditions are not suitable to support burrowing owl and no evidence of burrowing owl was found in the survey area, which included the entirety of the Project site. (JERICHO-A, p. 6).

Burrowing Owls

Four (4) focused burrowing owl surveys were conducted on August 26th, 28th, 30th, and 31st of 2019, beginning one hour before sunrise and ending two hours after sunrise. Pedestrian survey transects were spaced to allow 100 percent visual coverage. To the extent possible and practicable, the distances between transect centerlines were no more than 20 meters (approximately 66 ft) apart. During visual

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>surveys, all potentially suitable burrow or structure entrances were investigated for signs of owl occupation, such as feathers, tracks, or pellets, and carefully observed to determine if burrowing owls utilize these features when present. All burrows were monitored at a short distance from the entrance, and at a location that would not interfere with potential owl behavior, when present. (CADRE, p. 6).</p> <p>Burrowing owl foraging habitat and roost sites were documented within the Project site. However, no burrowing owl or characteristic sign including white-wash, feathers, tracks, or pellets were detected within the Project site (CADRE, p. 8).</p> <p><u>Riverine/Riparian Areas and Jurisdictional Waters</u> The Project site was also evaluated for the presence jurisdictional waters, subject to the federal Clean Water Act (CWA), Porter-Cologne (Porter-Cologne) and California Fish and Game Code (FGC) regulations. Jurisdictional resources subject to the CWA regulations include non-wetland waters and wetland waters of the U.S. (WoUS) whereas jurisdictional resources subject to Porter-Cologne include non-wetland waters and waters of the State (WoS). The California FGC encompasses the resources that constitute a stream or river, including associated riparian vegetation and floodplain. (JERICHO-A, p. 1)</p> <p>Evaluation of Riparian/Riverine resources followed guidance provided in the MSHCP Section 6.1.2. Evaluation of potential federal jurisdiction followed the regulations set forth in 33 Code of Federal Regulations part 328 and the United States Army Corps of Engineers (USACE) guidance documents. Evaluation of potential state jurisdiction followed guidance in the California FGC and A Review of Stream Processes and Forms in Dryland Watersheds, as well as the Mapping Episodic Stream Activity (MESA) Field Guide. (JERICHO-A, p. 1).</p> <p>The focus of both the state and federal evaluation was the easternmost and westernmost erosional features that traverse the Project site from north to south/southwest which have historically received storms from the north and conveyed water south through the Project site. Upon first glance at an aerial view, what are perceived as drainage features are in fact erosional topographical features. The Project site's soil consists of Monserate sandy loam (5-8 percent slopes and 8-15 percent slopes, eroded) and Hanford course sandy loam (5-8 percent slopes, eroded). The highly erosive nature of the soil results in deep grooves over time on the landscape as soil is eroded away by hydrological processes. This is a typical condition in the Badlands Area. (JERICHO-A, pp. 4 - 5).</p> <p>The easternmost feature is devoid of any sign of surface flow and is choked with non-native grasses and ruderal vegetation, therefore it does not meet jurisdictional criteria. The westernmost feature receives annual storm flows and urban runoff directed from a concrete culvert under Ironwood Road and supports a few Mulefat and Sandbar Willow plants. This feature is a closed (i.e., non-flow through) man-made system that begins as a development storm drain collection system and ends at a freeway catchment basin. If the flows were redirected or cut off, as is the case with the easternmost erosional feature, then the four Sandbar Willow and 10 Mulefat plants would cease to exist and this feature would resemble the feature to the east, which is choked with non-native grasses. Further, the mulefat and willow individuals are short and thin in stature and are very sparsely distributed along the westernmost feature. (JERICHO-A, p. 6).</p> <p>Mulefat (<i>Baccharis salicifolia</i>) is a native shrub in the Sunflower Family (Asteraceae). Mulefat grows in both seasonally or intermittently flooded habitats and stands are inherently variable depending on the amount of inundation and scouring. Onsite mulefat occurs in sandy soils with low organic matter and soils tend to be rocky alluvium. This species has a wetland indicator status of facultative, meaning that it usually occurs in riparian systems 33 to 67 percent of the time, but is occasionally found in uplands. (JERICHO-A, p. 6).</p> <p>Sandbar Willow (<i>Salix exigua</i>), also called narrowleaf willow, is a clonal shrub in the Willow Family (Salicaceae). Sandbar Willow Thickets occur onsite in association with mulefat. Sandbar willow is a winter-deciduous clonal shrub, typically reaching 15 feet (5 m) or more in height. Onsite, the four willow shrubs observed, reach approximately four to five feet in height. This species occurs in well-drained rocky substrates and has a wetland indicator status of facultative wetland, meaning that it usually occurs in riverine/wetlands 67 to 99 percent of the time, but is occasionally found in non-riverine/wetlands. (JERICHO-A, p. 6).</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Hence, the presence of these two plant species within the westernmost feature does not by itself create a circumstance meeting the criteria of a riverine/riparian area, particularly when the man-made, non-flow through nature of the feature is considered. Thus, the westernmost feature is not considered a riverine/riparian area. (JERICHO-A, pp. 6-7).

Additionally, these features do not meet the criteria of WoUS, WoS, FGC streambed waters or riverine/riparian areas. This also holds true for the westernmost feature where Mulefat and Sandbar Willow plants exist. The only reason that this type of vegetation occurs here is because the development to the north created a storm drain system that directs, and outlets, concentrated flows here. The flow regime is man-made, beginning as a collection system and ending at a freeway catchment basin. If the flows were redirected or recycled, then these plants would cease to exist. (JERICHO-A, p. 7). Thus, there are is no riverine/riparian areas or jurisdictional features onsite.

Plants/Vegetation

Plant species identified include brittlebush (*Encelia farinosa*), coastal heron’s bill (*Erodium cicutarium*), common dandelion (*Taraxacum officinale*), red brome (*Bromus madritensis ssp. rubens*), London rocket (*Sysimbrium irio*), Jerusalem thorn (*Parkinsonia aculeata*), prickly lettuce (*Lactuca serriola*), rattail sixweeks grass (*Festuca myuros*), rattlesnake sandmat (*Euphorbia albomarginata*), slender wild oats (*Avena fontinalis*), summer mustard (*Hirschfeldia incana*), tocalote (*Centaurea melitensis*), turkey mullein (*Croton setigerus*), western forget-me-not (*Cryptantha circumscissa*), and western ragweed (*Ambrosia psilostachya*). (JERICHO-A, p. 5).

Vegetation observed in the bottom of the westernmost erosional feature includes sparse patches of arroyo willow (*Salix lasiolepis*), California sagebrush (*Artemesia californica*), curcly dock (*Rumex crispus*), deerweed (*Acmispon glaber*), fountain grass (*Pennisetum setaceum*), mulefat (*Baccharis salicifolia*), red castor bean (*Ricinus cummunis*), tamarisk (*Tamarisk ramossima*) and telegraph weed (*Heterotheca grandiflora*). This particular erosional feature receives concentrated flows from a concrete culvert that collects and conveys storm drain flows coming from the development to the north through the site under the 60 freeway to a freeway catch basin. (JERICHO-A, p. 5).

Wildlife

Riparian birds covered under the MSHCP such as the Least Bell’s vireo (*Vireo bellii pusillus*), Southwestern willow flycatcher (*Empidonax trallii extimus*) and Yellow-billed cuckoo (*Coccyzus americanus*) are found only in well-developed riparian habitat. No habitat features suitable for any riparian birds exist on site. The entire Project site is surrounded by highly urbanized uses including freeways, roadways and dense single family residential. The shrub canopy is extremely sparse, fragmented, and too close to urbanized uses to be used by riparian birds. Therefore, evaluations for the presence of riparian birds were not warranted or required. (JJERICHO-B, p. 12).

Nesting Birds

The vegetation communities and trees documented on the Project site have the potential to support birds protected under the Migratory Bird Treaty Act (MBTA) (JERICHO-B, p. 7). Potential direct/indirect impacts to regulated nesting birds will require compliance with the California FGC, Sections 3503, 3503.5, and 3513.

Vernal Pools

Vernal pools are seasonally inundated, ponded areas that only form in regions where specialized soil and climatic conditions exist. During fall and winter rains typical of Mediterranean climates, water collects in shallow depressions where downward percolation of water is prevented by the presence of a hard pan or clay pan layer (duripan) below the soil surface. Later in the spring when rains decrease and the weather warms, the water evaporates, and the pools generally disappear by May. The shallow depressions remain relatively dry until late fall and early winter with the advent of greater precipitation and cooler temperatures. Vernal pools provide unusual "flood and drought" habitat conditions to which certain plant and wildlife species have specifically adapted as well as invertebrate species such as fairy shrimp. (JERICHO-B, p. 10).

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>One of the factors for determining the suitability of the habitat for fairy shrimp would be demonstrable evidence of seasonal ponding in an area of topographic depression that is not subject to flowing waters. These astatic pools are typically characterized as vernal pools. More specifically, vernal pools are seasonal wetlands that occur in depression areas without a continual source of water. They have wetland indicators of all 3 parameters (soils, vegetation, and hydrology) during the wetter portion of the growing season but normally lack wetland indicators of hydrology and/or vegetation during the drier portion of the growing season. Obligate hydrophytes and facultative wetlands plant species are normally dominant during the wetter portion of the growing season. The determination that an area exhibits vernal pool characteristics and the definition of the watershed supporting vernal pool hydrology is made on a case-by-case basis. (JERICHO-B, p. 11).</p> <p>Such determinations should consider the length of time the area exhibits upland and wetland characteristics and the manner in which the area fits into the overall ecological system as a wetland. The seasonal hydrology of vernal pools provides for a unique environment, which supports plants and invertebrates specifically adapted to a regime of winter inundation, followed by an extended period when the pool soils are dry. (JERICHO-B, p. 11).</p> <p>The MSHCP lists two general classes of soils known to be associated with special-status plant species; clay soils and Traver-Domino Willow association soils. The specific clay soils known to be associated with special-status species within the MSHCP plan area include Bosanko, Auld, Altamont, and Porterville series soils, whereas Traver-Domino Willows association includes saline-alkali soils largely located along floodplain areas of the San Jacinto River and Salt Creek. Without the appropriate soils to create the impermeable restrictive layer, none of the special-status species associated with vernal pools can occur on the project site. (JERICHO-B, p. 11).</p> <p>A review of recent and historic aerial photographs of the Project site and its immediate vicinity did not provide visual evidence of any astatic or vernal pool conditions on or in the vicinity of the Project site. Soils in this area consist of Monserate sandy loam (5-8 percent slopes, eroded), Hanford course sandy loam (5-8 percent slopes, eroded), Monserate sandy loam (8-15 percent slopes, eroded), Monserate sandy loam (shallow, 5-15 percent slopes, eroded). No ponding was observed on-site, further supporting the fact that the drainage patterns currently occurring on the Project site do not follow hydrologic regimes needed for vernal pools, or astatic ponds. Thus, no vernal pools or suitable fairy shrimp habitat is present at the Project site. And as discussed above, no special-status plant or wildlife species associated with vernal pools were observed and the soil type on site does not support the potential for vernal pools. Additionally, the routine disturbances onsite as well as compacted soils preclude vernal pools from existing onsite. (JERICHO-B, pp.10 - 11).</p> <p>As noted in the above discussion, the Project site does not contain sensitive or special status species identified in local or regional plans. The vegetation communities and trees on the Project site represent potential nesting habitat for common and MSHCP covered sensitive birds. There was no presence of burrowing owls observed. As noted in the Project Description above, the Project will subdivide land but does not propose any development or ground disturbance. However, all future ground disturbing implementing projects would require a 30-day preconstruction survey to determine the presence or absence of burrowing owls and nesting birds. Therefore, with implementation of mitigation measures MM BIO-1 and MM BIO-2, direct and indirect impacts to sensitive or special status species will be less than significant.</p> <p>MM BIO-1: Prior to grading, a 30-day Preconstruction survey shall be required. A qualified Biologist shall conduct avoidance surveys prior to any vegetation removal or soil disturbance at the Project site. The first survey shall take place 30 days prior to initiating ground disturbance and a second survey shall take place within 24 hours prior to ground disturbance. If burrowing owls are present, the Project Biologist shall consult with the California Department of Fish and Wildlife to determine if a Habitat Loss Mitigation and Relocation Program is warranted. Based on the location of the owls and if avoidance of the area is not feasible, mitigation options may range from passive relocation to habitat replacement.</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>MM BIO-2: Prior to grading, a qualified Biologist shall be retained to conduct preconstruction nesting bird survey(s) during the nesting period (February 16th through August 31). Nesting bird survey(s) shall be conducted no sooner than 14 days prior to initiation of ground disturbing activities, to document the presence or of absence of nesting birds within or directly adjacent to (i.e., within 100 ft of) the construction zone. If no active nests are found during the survey, construction activities may proceed. A qualified Biologist shall serve as a biological monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur.</p> <p>If active nests are documented during the preconstruction survey(s), species-specific measures shall be prepared by the Project Biologist and implemented to prevent abandonment of the active nest. At a minimum, grading in the vicinity of an active nest shall be monitored by a qualified Biologist. Grading in the vicinity of the nest shall be postponed until the young birds have fledged. A minimum exclusion buffer of 100 ft shall be maintained during construction, depending on the avian species and location of nest. The perimeter of the nest setback zone shall be fenced or adequately demarcated with stakes and flagging at 20-ft intervals, and construction personnel and activities shall be restricted from the area.</p> <p>If construction is proposed to be initiated during breeding season or active relocation is proposed, a burrowing owl mitigation plan shall be developed based on the City of Moreno Valley, CDFW, and USFWS requirements for the relocation of individuals to a predetermined preserve. A survey report by a qualified Biologist verifying that no active nests are present, or that the young have fledged, shall be submitted to City of Moreno Valley prior to initiation of construction activities in the nest-setback zone. A final report of the findings, prepared by a qualified Biologist, shall be submitted to City of Moreno Valley prior to construction-related activities that have the potential to disturb any active nests during the nesting season.</p> <p>Any nest permanently vacated for the season shall not require protection. If construction takes place outside of the nesting season, i.e., between September 1st and February 15th, no preconstruction nesting bird surveys shall be required.</p>				
<p>b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in Response 4a above, there is no riparian habitat or other sensitive natural communities identified. Further, the Project will only subdivide land but does not propose any development. Thus, implementation of the Project would not affect any riparian habitat or other sensitive natural community. Therefore, no impacts would occur.</p>				
<p>c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in Response 4a above, there are no vernal pools or wetlands present on the Project site. Further, the onsite soil type does not support the potential for vernal pools. Last, the Project will only subdivide land and does not propose any development. Thus, implementation of the Project would not affect protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Therefore, no impacts would occur.</p>				
<p>d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Response: As noted in Response 4a above, the Project site is within a heavily urbanized area, bordered by dense single-family housing on the west, north, and east and bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by SR60. The entire site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on site. The disturbed areas on the Project site no longer comprise a native plant community. The Project site supports dense non-native grasslands with remnant native vegetation. As such, the Project site would not support a wildlife corridor or a native wildlife nursery. Further the Project will subdivide land and does not propose development. Thus, implementation of the Project would not interfere with the movement of any native resident or migratory fish or wildlife species, or with an established native resident or migratory wildlife corridors, nor would it impede the use of native wildlife nursery sites. Therefore, no impacts would occur.</p>				
<p>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City's MC 9.17.040 (Street Trees) lists approved species of trees for streets and specifies where street trees shall be planted. However, as noted in the Project Description above, the Project will subdivide land and does not propose development or ground disturbance. Thus, implementation of the Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Therefore, no impacts would occur.</p>				
<p>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project site is located within the Western Riverside County MSHCP Reche Canyon/Badlands Plan Area and is not located within an MHSCP Criteria Cell, Group, or area identified for conservation (JERICHO-A, p. 1). The Project will not impact riparian/riverine/vernal pools habitat (MSHCP Section 6.1.2), narrow endemic plant species survey area (MSHCP Section 6.1.3), criteria area species survey area (MSHCP Section 6.3.2), or Guidelines Pertaining to Urban/Wildlands Interface (MSHCP Section 6.1.4) (JERICHO-B, pp. 9 – 15; CADRE, p. 8). The Project site is within a burrowing owl survey area and surveys were conducted to determine presence/absence of owls. Burrowing owl foraging habitat and roost sites were documented within the Project site. However, no burrowing owl or characteristic sign including white-wash, feathers, tracks, or pellets were detected within the Project site (CADRE, p. 8). To avoid direct and indirect impacts, the Project will be required to implement mitigation MM BIO-1 and MM BIO-2, which requires a preconstruction survey for burrowing owl and nesting birds prior to ground disturbance initiated by future development projects. Therefore, with implementation of mitigation measures impacts are considered to be less than significant.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed December 2019.) (GP EIR) <ul style="list-style-type: none"> • Section 5.9 – Biological Resources <ul style="list-style-type: none"> - Figure 5.9-3 – Project Site Location within the MSHCP Area - Figure 5.9-4 – Reche Canyon/Badlands Area Plan 2. City of Moreno Valley, <i>Moreno Valley Municipal Code</i>, December 2018. (Available at http://qcode.us/codes/morenovalley/, accessed December 2019.) (MC) <ul style="list-style-type: none"> • Section 9.17.030 G – Heritage Trees • Moreno Valley Municipal Code Chapter 8.60 – Threatened and Endangered Species 3. Riverside Conservation Authority Western Riverside County, <i>RCA MSHCP Information Map</i>. (Available at http://www.wrc-rca.org/about-rca/multiple-species-habitat-conservation-plan/, accessed December 2019.) 4. Jericho Systems <i>Biological Resources Assessment, Burrowing Owl Habitat Suitability Assessment, and Jurisdictional Delineation</i>, November 2019. (Jericho-A). Appendix A 5. Jericho Systems, <i>Western Riverside County Multiple Species Habitat MSHCP Consistency Analysis</i>, November 2019. (Jericho-B). Appendix B 6. Cadre Environmental, <i>MSHCP Focused Burrowing Owl Surveys for the 51.51-Acre Ironwood Avenue TPM 37750 Project, City of Moreno Valley</i>, September 2019. (CADRE). Appendix C 				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: The GP indicates that there are no sites within the City listed as a state landmark, nor are there any sites on the National Register of Historic Places (GP, p. 7-4). The GP EIR further indicates that the Project site is not a City historic resource or prehistoric site and is within a low potential paleontological resource sensitive area (GP EIR pp. 5.10-3, 5.10-8, 5.10-11). Nevertheless, a Cultural Resources Assessment was prepared for the Project by BCR Consulting LLC dated November 22, 2019 (BCR) to determine impacts to cultural resources at the Project site and is included in Appendix D of this IS.</p> <p>The preparation of the Cultural Resource Assessment entailed a records search and a field survey. The records search was conducted at the Eastern Information Center (EIC), the local clearinghouse for cultural resource records search. BCR reviewed the status of all recorded historic and prehistoric cultural resources on or near the Project site, as well as survey and excavation reports completed within one mile of the Project site. Additional resources reviewed included the National Register of Historic Places, the California Register of Historical Resources, and documents and inventories published by the California Office of Historical Preservation. These include the lists of California Historical Landmarks, California Points of Historical Interest, Listing of National Register Properties, and Inventory of Historic Structures. The field survey was conducted on July 16, 2019 by walking parallel 15-meter transects across as much of the Project site as possible. Some small portions of the Project site could not be traversed due to vegetation, so they were not surveyed. Soil exposures were carefully inspected for evidence of cultural resources. (BCR, p. 5)</p> <p>Research completed through the EIC revealed that 22 cultural resource studies have taken place at or near the Project site, resulting in the recordation of 32 cultural resources within one mile of the Project site. Of the 22 previous studies, two have assessed the Project site resulting in no cultural resources recorded within its boundaries. (BCR, p. 5).</p> <p>Artificial disturbances were severe and consisted of mechanical weed abatement over most of the Project site, grading for dirt trails, and some modern dumping. Surface visibility was approximately 70 percent. Sediments included sandy silt with some gravels, and the sparse vegetation was dominated by seasonal grasses. The field survey did not identify the presence of any cultural resources. However, since numerous cultural resources have been recorded in the vicinity (some with buried components), the Project site is considered sensitive for buried cultural resources. Based on these results, the cultural resources assessment recommends that a professional archaeological monitor be present to monitor any ground-disturbing activities associated with the Project, if any. (BCR, p. 6.). This recommendation has been incorporated as mitigation measures MM CULT-1 through MM CULT-3 to ensure impacts remain less than significant.</p> <p>If human remains are encountered during any Project activities, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner determines origin and disposition thereof pursuant to California Public Resources Code Section 5097.98. If human remains are encountered, the Riverside County Coroner would be required to be contacted to determine the disposition thereof. To ensure this is accomplished, the Project will further be required to implement mitigation measure MM CULT-4. However, as noted in the Project Description above, the Project would only subdivide land and does not propose any development or any ground disturbing activities. Thus, implementation of the Project would not cause a substantial adverse change in the significance of a historical resource, so while no professional archeological monitor is necessary in conjunction with the Project, implementation of mitigation measures MM CULT-1 through MM CULT-4 would ensure impacts remain less than significant. Therefore, with implementation of mitigation, impacts would be less than significant.</p> <p>MM CULT-1 During any ground disturbing activities, future implementing projects shall be required to obtain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are</p>				

Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151 General Plan Amendment, PEN19-0152

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>MM CULT-2</p>				
<p>MM CULT-3</p>				
<p>MM CULT-4</p>				

unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribes (Soboba Band of Luiseño Indians, Pechanga Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Morongo Band of Mission Indians), the contractor, and the City, shall develop a Cultural Resources Management Plan (CRMP) in consultation pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. A consulting tribe is defined as a tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:

- a) Project grading and development scheduling;
- b) The Project archeologist and the Consulting Tribes(s) as defined in CULT-1 shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Consulting Tribes shall make themselves available to provide the training on an as-needed basis;
- c) The protocols and stipulations that the contractor, City, Consulting Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resource evaluation.

The City shall verify that the following note is included on the Grading Plan: "If any suspected archaeological resources are discovered during ground -disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."

If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all Consulting Native American Tribes as defined in CULT-1 before any further work commences in the affected area.

If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 24 hours of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As discussed in Response 5a above, a total of 32 cultural resources were recorded within one-mile of the Project site; however, none were recorded inside the approximately 51.51-acre Project site. BCR requested a records search of the Sacred Lands File (SLF) of the Native American Heritage Commission (NAHC), which did not indicate the presence of any sacred sites or locations or religious or ceremonial importance. In accordance with the recommendations of the NAHC, BCR contacted all Native American consultants listed in the NAHC response letter to determine if they were aware of any records showing that cultural resources exist within or near the Project site. To date, no responses have been received from the Native American consultants. The Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18) consultation efforts by the City and discussion about the AB 52 and SB 18 consultations is addressed under Section XVIII – Tribal Cultural Resources of this IS.</p> <p>Because no cultural resources were recorded within the Project site and the proposed Project does not entail a development project and does not propose ground disturbance, archaeological resources would not be impacted. Thus, implementation of the Project would not cause a substantial adverse change in the significance of an archeological resource. Therefore, no impacts would occur.</p>				
c) Disturb any human remains, including those interred outside of formally dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project will subdivide land and does not propose development. There is no potential for ground disturbance. Thus, implementation of the Project would not disturb any human remains. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.2 – Cultural and Historical Resources 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/ieir-tot.pdf, accessed December 2019.) (GP EIR) <ul style="list-style-type: none"> • Section 5.10 – Cultural Resources <ul style="list-style-type: none"> - Figure 5.10-1 – Locations of Listed Historic Resource Inventory Structures - Figure 5.10-2 – Location of Prehistoric Sites - Figure 5.10-3 – Paleontological Resource Sensitive Areas 4. BCR Consulting, Inc., <i>Cultural Resources Assessment Towngate Highlands Project, Moreno Valley</i>, November 2019. (BCR). Appendix D 				
<p>VI. ENERGY – Would the project:</p>				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City is dependent on outside sources of energy, including electricity and fossil fuels. State and federal institutions, as well as the private sector, are responsible for the supply and price of electricity. Electricity used within the City is generated both in the region and at distant locations in the western United States. Electricity is derived from nonrenewable fossil fuels, such as natural gas, renewable wind energy, waterpower, and other sources. The City and Southern California Edison distribute electricity within the City. (GP, p. 7-10).</p> <p>As noted in the Project Description above, the Project consists of subdividing two parcels into four, and the difference between the total existing and proposed GP land use and zoning land use acreage is marginal. Generally, the Project would result in slightly more commercial than residential land use acreage, which may decrease energy use. However, no development is proposed as part of the Project. Since no development is proposed, energy resources such as electricity, natural gas, and other types of fuel would not be used. Thus, since no development or construction is proposed, implementation of the</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Project would not use energy that may led to wasteful, inefficient, or unnecessary consumptions of energy resources during Project construction or operation. Therefore, no impacts would occur.				
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City recognizes the need to reduce energy use and greenhouse gas emissions and become a more sustainable community. In October 2012, the City approved the Energy Efficiency and Climate Action Strategy, a policy document, which identifies ways in which the City can reduce energy and water consumption, and greenhouse gas emissions as an organization. In addition, the <i>Energy Efficiency and Climate Action Strategy</i> outlines actions the City can encourage and community members can employ to reduce their own energy and water consumption and greenhouse gas emissions (GP, p. 7-12).</p> <p>As noted in the Project Description above, the Project consists of subdividing two parcels into four and the difference between the total existing and proposed GP land use and zoning land use acreage would be marginal. Generally, the Project would result in slightly more commercial than residential land use acreage, which may decrease energy use. However, no development is proposed by the Project. Thus, implementation of the Project would not conflict with or obstruct any state or local plan for renewal energy or energy efficiency. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. Moreno Valley General Plan, adopted July 11, 2006 (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.6 – Energy Resources 3. City of Moreno Valley, Energy Efficiency and Climate Action Strategy, dated October 2012 (Available at http://www.moval.org/pdf/efficiency-climate112012nr.pdf, accessed March 10, 2020.). 				
VII. GEOLOGY AND SOILS – Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to https://www.conservation.ca.gov/cgs/Documents/SP_042.pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: There are three major faults/fault zones that directly affect Moreno Valley. They are the southern section of the San Andreas Fault, the San Jacinto Fault Zone, and the Elsinore Fault Zone. The San Jacinto Fault Zone is considered to be the most active fault in Southern California and is the closest fault to Moreno Valley (Local Hazard Mitigation Plan (LHMP), p.38). The San Jacinto Fault is the closest delineated Alquist-Priolo Earthquake fault to the City (GP, p. 6-17; GPEIR, p. 5.6-4). The San Jacinto Fault is located approximately 6.60 miles east of the Project site. Given the distance from this fault, implementation of the Project would not directly or indirectly cause the risk of loss, injury or death involving a rupture of a known earthquake fault. Further, the Project does not propose any development. Therefore, no impacts would occur.</p>				
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Earthquake-generated ground shaking is the most critical and potentially damaging earthquake effect in the City. The San Jacinto fault is the closest potential source of strong seismic ground shaking. Most loss of life and injuries that occur during an earthquake are related to the collapse of buildings and secondary damage (GP EIR, p 5.6-7).</p>				
<p>This Project would be required to comply with standards and regulations from the California Occupational Safety and Health Administration (Cal-OSHA) and all the requirements of the current edition of the California Building Code (CBC). These standards and regulations are designed to reduce construction worker, maintenance worker, and the public's exposure to hazardous impacts, including earthquake hazards. As noted in the Project Description above, the Project does not propose development. Thus,</p>				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
implementation of the Project would not directly or indirectly cause the risk of loss, injury or death involving strong seismic ground shaking. Therefore, no impacts would occur.				
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Liquefaction occurs when shallow, fine to medium-grained sediments saturated with water are subjected to strong seismic ground shaking. It generally occurs when the underlying water table is 50 ft or less below the surface. The City has historically seen no evidence of liquefaction events occurring in the community, nor has any geotechnical report submitted to the City identified liquefaction hazards (LHMP, p. 42). As indicated in the GP EIR, the Projects site is located in the northern part of the City, which has a very low susceptibility to liquefaction (GP EIR, p 5.6-8). Thus, implementation of the Project would not directly or indirectly cause the risk of loss, injury or death involving ground failure, including liquefaction. Therefore, no impacts would occur.</p>				
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: “Slow moving” landslides tend to occur in the eastern portion of the City, near Gilman Springs Road (GP EIR, p. 5.6-3). The Project site is located approximately 9.9 miles west of Gilman Springs Road. Further, as noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not directly or indirectly cause the risk of loss, injury or death involving landslides. Therefore, no impacts would occur.</p>				
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is located within the Cieneba-Rock Land-Fallbrook soil association. The Cieneba-Rock Land-Fallbrook soil association is found on uplands located in the Box Springs Mountains area, and extends east to Reche Canyon, and into the Mount Russell area. The Cieneba-Rock Land-Fallbrook soil consists of somewhat excessively drained soils on undulating steep slopes. Soil stability near the Project site is generally considered fair with marginal potential for erosion (GP EIR, p. 5.6-3).</p> <p>As noted in the Project Description above, the Project does not propose development and no ground disturbance would occur. Further, per MC 8.21.160, a grading permit and an erosion control plan would be required for all projects that would require grading (MC 8.21.160). Pursuant to existing regulatory requirements, any project over an acre that would result in ground disturbance would be required to obtain a National Pollutant Elimination System (NPDES) general construction permit from the State Water Resources Control Board and prepare a Storm Water Pollution Prevention Plan (SWPPP) prior to the start of construction activities. The SWPPP would incorporate applicable Best Management Practices (BMPs) to reduce loss of topsoil or substantial erosion. Thus, implementation of the Project would not result in soil erosion or the loss of topsoil. Therefore, no impacts would occur.</p>				
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site lies on bedrock geology known as the Perris Block, which is considered to be relatively stable (GP EIR, p 5.6-9). This structural unit is located within the Peninsular Range Geomorphic Province, one of the major geologic provinces in Southern California (GP EIR, p 4-1). The Project site is located in Cieneba-Rock Land-Fallbrook soil which has a marginal potential for collapse (GP EIR, p.5.6-3). However, as noted in the Project Description above, the Project does not propose development and no ground disturbance would occur. Thus, implementation of the Project would not lead to on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse. Therefore, no impacts would occur.</p>				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is located in soil that is considered to have poor to fair stability (GP EIR, p. 5.6-3). Expansive soil is any soil with an expansion index is twenty (20) or greater. (Table 18-1-B of the Uniform Building Code (1994).) Some soils with poor to fair stability are considered to be potentially expansive. The City requires grading permit applications to include soils engineering reports and, when necessary, geology reports to determine whether soil is expansive (GP EIR, p. 5.6-4). However, as noted</p>				

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<p>in the Project Description above, the Project does not propose development and no ground disturbance would occur. Thus, implementation of the Project would not result in the creation of direct or indirect risks to life or property. Therefore, no impacts would occur.</p>				
<p>e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not necessitate the use of septic tank or alternative wastewater disposal system. Therefore, no impacts would occur.</p>				
<p>f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development and no ground disturbance would occur. Thus, implementation of the Project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> • Chapter 6 – Safety Element – Section 6.5 – Geologic Hazards <ul style="list-style-type: none"> - Figure 6-3 – Geologic Faults & Liquefaction 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006 (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed December 2019.) (GP EIR) <ul style="list-style-type: none"> • Section 5.6 – Geology and Soils <ul style="list-style-type: none"> - Figure 5.6-1 – Geology - Figure 5.6-2 – Seismic Hazards 4. Local Hazard Mitigation Plan, City of Moreno Valley Fire Department, adopted October 4, 2011, amended 2017. (Available at http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf, accessed December 2019.) (LHMP) <ul style="list-style-type: none"> • Chapter 4 – Earthquake • Chapter 8 – Landslide 5. City of Moreno Valley, <i>Moreno Valley Municipal Code</i>, December 2018. (Available at http://qcode.us/codes/morenovalley/, accessed December 2019.) (MC) <ul style="list-style-type: none"> • Section 8.21.160 – Erosion Control 				
<p>VIII. GREENHOUSE GAS EMISSIONS – Would the project:</p>				
<p>a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project consists of subdividing two parcels into four and the difference between the total existing and proposed GP land use and zoning land use acreages would be marginal. Generally, the Project would result in slightly more commercial than residential land use acreage, which may increase greenhouse emissions. However, no development is proposed as part of the Project. Thus, implementation of the Project would not generate greenhouse gas emissions, either directly or indirectly. Therefore, impacts would be less than significant.</p>				
<p>b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development and no ground disturbance would occur. Further, since the proposed Project consists of subdividing two parcels into four and the difference between the total existing and proposed GP land use and zoning land use acreages would be marginal, the Project in and of itself would not result in any substantial changes to the existing land use patterns within the Project site. As such, the Project would not conflict with Assembly Bill 32's (AB 32) goals for the statewide reduction of GHG emissions, nor would it conflict</p>				

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<p>with the City's <i>Energy Efficiency and Climate Action Strategy</i> policy document that identifies potential programs and policies to reduce overall City energy consumption and increase the use of renewable energy. Thus, implementation of the Project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases. Therefore, no impacts would occur.</p>				
<p>Sources: Project Description 1. City of Moreno Valley, Energy Efficiency and Climate Action Strategy, 2012. (Available at http://www.moreno-valley.ca.us/pdf/efficiency-climate112012nr.pdf, accessed December 2019.) 2. California State Legislature. Assembly Bill No. 32, 2006. (Available at https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200520060AB32, accessed December 2019.) (AB32)</p>				
<p>IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:</p>				
<p>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, and therefore would not involve any operation by which potential hazardous materials would be transported, used, or disposed of. Thus, implementation of the Project would not create a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. Therefore, no impacts would occur.</p>				
<p>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development. Accordingly, there is no proposed construction of building structures or operation of building structures. Thus, implementation of the Project would not create a hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, no impacts would occur.</p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project Site is appropriately 85 ft from Box Spring Elementary School, located at 11900 Athens Drive, Moreno Valley, California. However, as noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not have the potential to emit hazardous emissions, nor would it involve the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing school. Therefore, no impacts would occur.</p>				
<p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not on the Cortese List accessed from the California Environmental Protection Agency (EPA). Thus, implementation of the Project would not create a significant hazard to the public or the environment as a result of its location. Therefore, no impacts would occur.</p>				
<p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The proposed Project site is located approximately 2.30 miles south of the March Air Reserve Base (MARB) and is subject to the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB/IPA LUCP). The MARB/IPA LUCP divides the area close to the airport into zones based on proximity to the airport and perceived risks. The proposed Project site is within the Airport</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Compatibility Zone E which represents the area furthest from the MARB/IPA LUCP and the area with the lowest noise impact and lowest flight hazards, requiring review by ALUC for a consistency determination. Further the Project site is not within Accident Potential Zone (APZ) I or APZ II, which are located immediately under the takeoff and landing zone at either end of the MARB runways (GP, p. 6-28; GP EIR, p.5.5-8.). As noted in the Project Description above, the Project does not propose development. Regardless, the Project was reviewed by ALUC and determined to be consistent with the MARB/IPA LUCP July 25, 2019. Thus, implementation of the Project would not result in a safety hazard or excessive noise for people residing or working in the Project site. Therefore, no impacts would occur.</p>				
<p>f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City's <i>Emergency Operations Plan (EOP)</i> provides guidance for extraordinary emergency situations associated with natural, man-made, and technological disasters. As noted in the Project Description above, the Project does not propose development. As such, vehicular traffic would not be restricted. The Project will subdivide two existing parcels into four parcels and create private shared access to all of the four parcels for ingress and egress. The Project will provide ROW designation for a 66-ft road to extend Athens Drive south of Ironwood Avenue and will provide ROW designation for a 40-ft road for Project access from Day Street between SR 60 and Ironwood Avenue. Thus, implementation of the Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, no impacts would occur.</p>				
<p>g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Moreno Valley has several areas of concern for wildfires. They are Box Springs Mountain, located in the western end of Moreno Valley and north of SR 60; San Timoteo Canyon, which is located north of SR 60 off Redlands Boulevard; and Reche Canyon, located north of SR 60 and the hills north and south of SR 60 between the Gilman Springs and Jack Rabbit Trail exits (Emergency Operation Plan (EOP), p. 62) However, the Project site is not an area identified as a very high fire severity zone and is not classified as a fire risk (CAL FIRE; GP EIR, Figure 5.5-2; LHMP, Figure 5-2). Further, as noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) <ul style="list-style-type: none"> - Figure 6-5 – Air Crash Hazards 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/ieir-tot.pdf, accessed December 2019.) (GP EIR) <ul style="list-style-type: none"> • Section 5.5 – Hazards and Hazardous Materials <ul style="list-style-type: none"> - Figure 5.5-2 – Floodplains and High Fire Hazard Areas - Figure 5.5-3 – City Areas Affected by Aircraft Hazard Zones 4. City of Moreno Valley, <i>Emergency Operation Plan</i>, March 2009. (Available at http://www.moreno-valley.ca.us/city_hall/departments/fire/pdfs/mv-eop-0309.pdf, accessed December 2019.) (EOP) 5. City of Moreno Valley, <i>Local Hazard Mitigation Plan</i>, adopted October 4, 2011, amended 2017. Available at http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf, accessed December 2019.) (LHMP) <ul style="list-style-type: none"> • Chapter 5 – Wildland and Urban Fires <ul style="list-style-type: none"> - Figure 5-2 – Moreno Valley High Fire Area Map 2016 6. City of Moreno Valley, <i>Emergency Operations Plan</i>, March 2009. (Available at http://www.moval.org/city_hall/departments/fire/pdfs/mv-eop-0309.pdf, accessed December 2019.) (EOP) 7. State of California, Department of Environmental Protection Agency. <i>Hazardous Waste and Substance Site List (Cortese)</i>, 2019. (Available https://www.envirostor.dtsc.ca.gov/public/search?cmd=search&reporttype=CORTESE&site_typ 				

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<p>e=CSITES,FUDS&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29, accessed November 2019.) (EPA)</p> <p>8. Riverside County Airport Land Use Commission, <i>March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan</i>, November 13, 2014. (Available at http://www.rcaluc.org/, accessed November 2019.) (MARB)</p> <p>9. State of California, Department of Fire. <i>Fire Hazards Severity Zone- Moreno Valley</i>, December 21, 2009. (Available at https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/, accessed November 2019.) (Cal FIRE)</p>				
X. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Santa Ana Regional Water Quality Control Board (SARWQCB) sets water quality standards for all ground and surface waters within the region including the City of Moreno Valley. Water quality is typically impacted by construction activities and the addition of impervious surfaces.</p> <p>Construction activities such as grading may have the potential to release pollutants (e.g., oil from construction equipment, cleaning solvents, and/or paint) and silt off-site which could impact water quality. However, a Storm Water Pollution Prevention Plan (SWPPP) would be required to be prepared pursuant to the statewide Construction General Permit (NPDES General Permit No. CAS000002, Waste Discharge Requirements, Order No. 2009-0009-DWQ, adopted September 2, 2009 and effective as of July 2, 2010) issued by the State Water Resources Control Board (SWRCB) for construction projects to reduce any potential construction-related water quality impacts to a less than significant level.</p> <p>The construction of buildings streets and paved areas increases the percentage of impervious surfaces, so less water would percolate into the ground and more surface runoff would be generated. In such a case, paved areas and streets would collect dust, soil and other impurities that would then be assimilated into surface runoff during rainfall events which may impact water quality. However, the City has a system for controlling activities that could pollute stormwater runoff, such as new residential, commercial and industrial development. Developers must file project-specific water quality management plans (WQMP's) with the City for review. Project-specific water quality management plans must be approved prior to issuance of grading permits or building permits.</p> <p>A Preliminary Drainage Study was prepared by Albert A. Webb Associates dated August 2019 (WEBB-A) and is available in Appendix E of this IS. Since there is no proposed development project, this study documented the existing hydrologic and hydraulic conditions surrounding the Project site as well as the existing drainage improvements that convey the runoff through the vacant site. Existing elevations across the Project site vary from 1779 to 1650 (NAVD88 datum). The Project site slopes down at approximately 8 percent grade to the south. The existing drainage pattern is characterized by natural channels. (WEBB-A, p. 1-1).</p> <p>Existing improvements at Day Street and Ironwood Avenue convey street runoff around the site towards existing catch basins. Two points of off-site discharge occur at the north and northeast, which contribute runoff from adjacent residential tracts. These flows combine with the on-site runoff, flowing in natural channels towards the south. Along the southern boundary of the Project site, existing Caltrans channels direct flows towards Caltrans facilities, conveying flows under SR 60 to the south. The Project is located within the Master Drainage Plan for the City of Moreno Valley, West End watershed area. (WEBB-A, p. 1-1).</p> <p>Two onsite drainage management areas (DMA) were designated: DMA-A and DMA-B. DMA-A encompasses both the off-site and on-site areas that impact the eastern portion of the Project site. Similarly, DMA-B encompasses both the off-site and on-site areas that impact the western portion of the Project site. Both DMAs drain south to separate 36-inch reinforced concrete pipes maintained by Caltrans. (WEBB-A, pp. 2-1, 2-2).</p>				

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<p>One offsite DMA was designated: DMA-C. DMA-C encompasses approximately two acres of 90 percent impervious surfaces, associated with the existing Project frontage roads. The southern half of Ironwood Avenue that fronts the Project boundary between Day Street and Athens Drive slopes down to the west. Flows then travel along the eastern half of Day Street that fronts the Project boundary. These street flows are conveyed by existing curb and gutter towards an existing catch basin, located north of the west-bound off-ramp for SR 60 at Day Street. DMA-C discharges to an existing 18-inch corrugated metal pipe storm drain maintained by Caltrans. (WEBB-A, p. 2-2).</p>				
<p>The existing drainage improvements adequately convey flows off-site for the 100-year storm in light of the Project site's existing vacant condition, larger storm events create ponding at the inlet locations for DMA-A and DMA-B. (WEBB-A, p. 4-1). However, as noted in the Project Description above, the Project does not propose development So there is no potential for ground disturbing activities that would degrade surface or ground water, and since the Project site would remain vacant and undisturbed, there would be no loss of pervious areas. The Project site would remain vacant and undisturbed. Thus, implementation of the Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Therefore, no impacts would occur.</p>				
<p>b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, so it would have no potential to decrease or interfere with groundwater supplies or recharge. Thus, implementation of the Project would not impede sustainable groundwater management of the basin. Therefore, no impacts would occur.</p>				
<p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:</p>				
<p>i) Result in substantial erosion or siltation on- or off-site?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, so no ground disturbance would occur. Thus, implementation of the Project would not result in substantial erosion or siltation on- or off-site due to the Project's alteration of existing drainage pattern. Therefore, no impacts would occur.</p>				
<p>ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, so no ground disturbance would occur. Thus, implementation of the Project would not result in an increase in the rate or amount of surface runoff in a manner which would result in flooding on- or offsite due to Project's alteration of existing drainage patterns. Therefore, no impacts would occur.</p>				
<p>iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, so no ground disturbance would occur as a result of the Project. Thus, implementation of the Project would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff due to Project's alteration of existing drainage pattern. Therefore, no impacts would occur.</p>				
<p>iv) Impede or redirect flood flows?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project does not propose development, so no ground disturbance would occur. Thus, implementation of the Project would not impede or redirect flood flows due to the Project's alteration of existing drainage pattern. Therefore, no impacts would occur.</p>				
<p>d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Response: The closest large body of water to the Project site is Perris Lake, located approximately 7.2 miles southeast of the Project site. At this distance, the Project site’s potential exposure to flooding from dam inundation, or seiche-related hazards from Perris Lake is minimal. The Project site is not located within a 100-year flood hazard zone and the Project site is located outside the identified Lake Perris Dam Potential Inundation Area (GP EIR, pp. 5.5-4 – 5.5-5). Coastal waters are located approximately 40 miles west. As such, the Project site is not subject to tsunami hazards. Thus, implementation of the Project would not release pollutants due to inundation from flood hazards such as a tsunami or seiches. Therefore, no impacts would occur.</p>				
<p>e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: Substantial regulation currently exists that addresses stormwater runoff and keeping non-stormwater pollutants out of receiving waters, including the statewide construction general permit (i.e. SWPPP) and the MS4 Permit (i.e. WQMP) (GP, pp. 6-22 – 6-23). Projects in the City are conditioned to comply with these regulations. However, as noted in the Project Description above, the Project does not propose development and no ground disturbing activities will occur. Thus, implementation of the Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed December 2019.) (GP EIR) 4. Albert A. Webb Associates, <i>Preliminary Drainage Study</i>, dated August 2019. (WEBB-A). Appendix E 				
<p>XI. LAND USE AND PLANNING – Would the project:</p>				
<p>a) Physically divide an established community?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The area surrounding the Project site is comprised of residential, school, and commercial uses. The existing surrounding General Plan (GP) land use designations include R5 (Residential) and P (Public Facilities) north of the Project site; C (Commercial) west and south (across State Route 60) of the Project site, and R5 (Residential) east of the Project site. The surrounding zoning designations include R5 (Residential) and P (Public Facilities) north of the Project site; CC (Community Commercial) west of the Project site, Specific Plan Highway Commercial (SP) south of the project site across State Route 60 and R5 (Residential) east of the Project site. The Project site has current GP land use designations of R/O (Residential/Office) and C (Commercial) and zoning designations of CC (Community Commercial) and R15 (Residential) (GP Map; Zoning Map). As noted in the Project Description above, the Project proposes to subdivide two parcels into four parcels to clearly define each new parcel with just one GP land use designation and one zoning designation per parcel since currently, the parcels include split land use designations and split zoning designations. The proposed Project will serve to provide consistency between the GP land use designation and zoning designation acreages among these parcels. Further, the area surrounding the Project site is completely built out; the Project site is the only land in the vicinity that remains vacant. Regardless, the Project site’s land uses and zoning are compatible with the existing surrounding general plan land uses, zoning designations and constructed land uses. As reflected in Tables D and E above, the Project will result in an increase of 0.12 acreage to Commercial GP land uses, a reduction of 0.12 acres to Residential/Office GP land uses, and a reduction of 0.11 acres to Community Commercial zoning designation and an increase of 0.11 acres to Residential zoning designation. These changes are very small change and do not change the planned intent of the site or area. Instead, the proposed Project will bring both the GP land use designation and zoning designation acreages consistent with one another since they are currently inconsistent as demonstrated by Tables D and E, above through the General Plan Amendment (GPA) which will result in an increase of 0.12 acres to Commercial GP land uses and a reduction of 0.12 acres to Residential/Office GP land uses; and the Zone Change (ZC) which will result in a reduction of 0.11 acres to Community Commercial zoning designation and an increase of 0.11 acres to Residential zoning</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>designation. Both the GPA and ZC will bring the acreage discrepancy between the current GP land use and zoning consistent with one another and remove the split GP land use and split zoning designations. Thus, implementation of the Project would not divide an established community. Therefore, impacts would be less than significant.</p>				
<p>b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: To conform with the existing GP land use and zoning designations, the Project will process a GPA and a CZ (in addition to a TPM) to create four lots with just one GP land use designation and one zoning designation. As noted in the Project Description above, the change between the total existing and proposed GP land use and zoning land use designation acreages would be marginal as noted in Response XI.a, above. The Project site would generally remain designated R/O and C under the GP land use designations and would retain CC and R15 zoning designations. The proposed Project will bring both the GP land use designation and zoning designation acreages consistent with one another since they are currently inconsistent as demonstrated by Tables D and E, above. Thus, implementation of the Project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>Land Use Map</i> (Figure 2-2), printed October 10, 2019. (Available at http://www.moval.org/city_hall/general-plan/landuse-map.pdf, accessed December 2019.) (GP Map) 3. City of Moreno Valley, <i>Zoning Map</i>, revised on August 22, 2019, printed October 10, 2019. (Available at http://www.moval.org/cdd/pdfs/ZoningMap.pdf, accessed December 2019.) (Zoning Map) 				
<p>XII. MINERAL RESOURCES – Would the project:</p>				
<p>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The City does not have a mineral resource of regional or statewide significance (GP EIR, p. 5.14-2). The mineral resources known to be located within the City are common materials including sand, gravel and rock (GP, p. 7-15). Further, as noted in the Project Description above, the Project does not propose development and no ground disturbance would occur. Thus, implementation of the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, no impacts would occur.</p>				
<p>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is not identified as a locally-important mineral resource recovery site in the City's GP (GP EIR, p. 5.14-2). Thus, implementation of the Project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley Moreno Valley, <i>General Plan</i>, adopted July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf, accessed November 2019.) (GP) 3. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed November 2019.) (GP EIR) 				
<p>XIII. NOISE – Would the project result in:</p>				
<p>a) Generation of a substantial temporary or permanent increase in ambient noise levels in</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
<p>Response: As noted in the Project Description above, the Project will subdivide land and does not propose development. To remain consistent with the GP land use and zoning designations, the Project will process a GPA and a CZ to align the four lots with just one GP land use and one zoning designation per lot. The Project's change to the total existing GP land use and zoning land use acreages would be marginal. Further, there will be no noise producing activities, such as construction, as a result of the Project. Thus, implementation of the Project would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Therefore, impacts would be less than significant.</p>				
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The generation of groundborne noise and vibration occurs during construction and operation activities and is regulated by the City through the normal design review process and the GP (GP EIR, p. 5.4-17). As noted in the Project Description above, the Project will subdivide land and does not propose development. Thus, implementation of the Project would not result in the generation of excessive groundborne vibration or groundborne noise levels. Therefore, no impacts would occur.</p>				
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in Response IX.e. the Project site is located within the Airport Compatibility Zone E of the MARB/IPA LUCP (MARB). The noise impact is considered low, as is it is exposed to occasional overflights intrusive to some outdoor activity (MARB, pp. 3, 9, 17). However, as noted in the Project Description above, the Project does not propose development. Thus, implementation of the Project would not expose people residing or working in the Project site to excessive noise levels. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006. (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf, accessed December 2019.) (GP EIR) 3. MARB/IPA LUCP – Riverside County Airport Land Use Commission, <i>March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan</i>, November 13, 2014. (Available at http://www.rcaluc.org/Portals/0/PDFGeneral/plan/2014/17%20-%20Vol.%201%20March%20Air%20Reserve%20Base%20Final.pdf, accessed November 2019.) (MARB) 				
<p>XIV. POPULATION AND HOUSING – Would the project:</p>				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: The Project proposes a marginal change to the existing planned land use and development at the Project site. The current GP land use designation acreage for C (Commercial) is 30.44 acres while the current CC (Community Commercial) zoning designation acreage for the site is 30.67; leaving a 0.23 acre discrepancy. The current GP land use designation for R/O Residential/Office is 19.17 acres While the current R15 (Residential) zoning designation is 18.94 acres; leaving a 0.23 acre discrepancy. As noted in the Project Description above, the proposed Project consists of subdividing two parcels with split GP land use and split zoning designations to four parcels with one GP and one zoning designation each. Instead, the proposed Project will bring both the GP land use designation and zoning designation acreages consistent with one another since they are currently inconsistent as demonstrated by Tables</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>D and E, and as described in Response XI.a, above. As such, the Project will not substantially induce unplanned population growth, but would instead remain consistent with the GP (GP Map). Further, the two proposed roads to access the Project site would not induce population growth, as their purpose is only to provide access to the Project site. Thus, implementation of the Project would not induce substantial unplanned population growth in an area, either directly or indirectly. Therefore, impacts would be less than significant.</p>				
<p>b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project site is currently vacant. As noted in the Project Description above, the Project would subdivide two lots into four lots, and the proposed changes to the total existing GP and zoning designation acreages changes would be marginal as described in Response XIV.a, above. Development is not proposed as part of the Project. Thus, implementation of the Project will not displace existing people or housing, necessitating the construction of replacement housing elsewhere. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. City of Moreno Valley, <i>Land Use Map</i> (Figure 2-2), printed October 10, 2019. (Available at http://www.moval.org/city_hall/general-plan/landuse-map.pdf, accessed December 2019.) (GP Map) 				
<p>XV. PUBLIC SERVICES – Would the project:</p>				
<p>a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:</p>				
<p>i) Fire protection?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description and as discussed in Response XI,a above, the Project will subdivide two existing parcels to create a total of four parcels. The General Plan Amendment (GPA) and Zone Change (ZC) will bring General Plan land use and zoning designations consistent with one another, since there is currently a 0.23 acre discrepancy between the two. Further, the site currently has split GP land use designations and zoning designations within the two existing parcels. As discussed in Item XI.a above, the GPA will result in an increase of 0.12 acres to Commercial GP land uses and a reduction of 0.12 acres to Residential/Office GP land uses. The ZC will result in a reduction of 0.11 acres to Community Commercial zoning designation and an increase of 0.11 acres to Residential zoning designation. Both the GPA and ZC are necessary to bring the 0.23 acre discrepancy between the current GP land use and zoning consistent with one another and to remove the split GP land use and split zoning designations resulting in changes that would not result in an increased demand to fire protection. Further, the proposed Project does not propose development at this time so will not necessitate additional government facilities or public services like police, fire, school, parks and other public services. Thus, implementation of the Project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services. Therefore, no impacts would occur.</p>				
<p>ii) Police protection?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XV.i. above. No Impacts would occur.</p>				
<p>iii) Schools?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XV.i. above. No Impacts would occur.</p>				
<p>iv) Parks?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XV.i. above. No Impacts would occur.</p>				
<p>v) Other public facilities?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XV.i. above. No Impacts would occur.</p>				
<p>Sources:</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Project Description				
XVI. RECREATION – Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description and as discussed in Response XI,a above, the Project will subdivide two existing parcels to create a total of four parcels. The General Plan Amendment (GPA) and Zone Change (ZC) will bring General Plan land use and zoning designations consistent with one another, since there is currently a 0.23 acre discrepancy between the two. Further, the site currently has split GP land use designations and zoning designations within the two existing parcels. As discussed in Item XI.a above, the GPA will result in an increase of 0.12 acres to Commercial GP land uses and a reduction of 0.12 acres to Residential/Office GP land uses. The ZC will result in a reduction of 0.11 acres to Community Commercial zoning designation and an increase of 0.11 acres to Residential zoning designation. Both the GPA and ZC are necessary to bring the 0.23 acre discrepancy between the current GP land use and zoning consistent with one another and to remove the split GP land use and split zoning designations resulting in changes that would not result in an increased demand to fire protection. Further, the proposed Project does not propose development at this time. Hence, the Project will not result in an increase in the use of parks or other recreational facilities. Thus, implementation of the Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. Therefore, no impacts would occur.</p>				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XVI.a. above. No Impacts would occur.</p>				
<p>Sources:</p>				
1. Project Description				
XVII. TRANSPORTATION – Would the project:				
a) Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: As noted in the Project Description and as discussed in Response XI,a above, the proposed Project consists of subdividing two existing parcels to create a total of four parcels. The General Plan Amendment (GPA) and Zone Change (ZC) will bring General Plan land use and zoning designations consistent with one another, since there is currently a 0.23 acre discrepancy between the two. Further, the site currently has split GP land use designations and zoning designations within the two existing parcels. As discussed in Item XI.a above, the GPA will result in an increase of 0.12 acres to Commercial GP land uses and a reduction of 0.12 acres to Residential/Office GP land uses. The ZC will result in a reduction of 0.11 acres to Community Commercial zoning designation and an increase of 0.11 acres to Residential zoning designation. Both the GPA and ZC are necessary to bring the 0.23 acre discrepancy between the current GP land use and zoning consistent with one another and to remove the split GP land use and split zoning designations resulting in changes that would not result in an increased demand to fire protection. Further, the proposed Project does not propose any development at this time.</p>				
<p>Regardless, a Trip Generation Memo for Tentative Parcel Map No. 37750 was prepared by Albert A. Webb Associates dated March 16, 2020 (WEBB-B) and is available in Appendix F of this IS. This memo was prepared to identify any differences in potential future trip generation resulting from the proposed Project.</p>				
<p>Vehicle trip generation was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. The 0.12 acre increase in Commercial GP land use area (ITE Code 820) results in an estimated increase of 1 AM peak hour trip and 5 PM peak hour trips based on an increase of approximately 1,300 building square feet. This is assuming a 0.25 floor area ratio (FAR). The</p>				

Attachment: Exhibit A - Initial Study and Mitigated Negative Declaration [Revision 1] (4106 : PEN19-0151 General Plan Amendment; PEN19-0152

ISSUES & SUPPORTING INFORMATION SOURCES:

Potentially Significant Impact

Less Than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

0.12 acre loss in Residential/Office land use (ITE Code 220) area results in an estimated loss of 1 AM peak hour trip and 1 PM peak hour trip based on a decrease of approximately 2 residential units. This is assuming a 15 DU per acre maximum per the R15 zoning designation. The net difference in peak hour trip generation between the existing and proposed land use areas is an increase of 0 AM peak hour trips and 4 PM peak hour trips. Trip generation rates and Project trip generation are shown in **Table F, Trip Generation Rates** and **Table G, Trip Generation**. (WEBB-B).

Table F – Trip Generation Rates

Land Use	Size	Unit	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center (820)	1.3 ¹	TSF	0.94	0.58	0.36	3.81	1.83	1.98
Multifamily Housing (low-Rise) (220)	2 ²	DU	0.46	0.11	0.35	0.56	0.35	0.21

Source: WEBB-B, Table 1

- 0.12 acre increase = 5,227 SF increase. FAR of 0.25 results in 1,307 sf of building area.
- 0.12 acre decrease = 1.8 DU decrease per R15 zoning. R15 zoning maximum density is 15 DU per acre City zoning descriptions.

Table G – Trip Generation

Land Use	Size	Unit	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center (820)	1.3 ¹	TSF	1	1	0	5	2	3
Multifamily Housing (low-Rise) (220)	2 ²	DU	(1)	0	(1)	(1)	(1)	0
Net Difference			0	1	(1)	4	1	3

Source: WEBB-B, Table 2

- 0.12 acre increase = 5,227 SF increase. FAR of 0.25 results in 1,307 sf of building area.
- 0.12 acre decrease = 1.8 DU decrease per R15 zoning. R15 zoning maximum density is 15 DU per acre City zoning descriptions.

The combined size of the two land uses is not proposed to be changed from the existing condition. The minimal change in land use for the Project site resulted in a negligible change in projected vehicle trip generation which is well under the City’s Traffic Impact Analysis Preparation Guide threshold of 100 peak hour project trips. Thus, a trip generation comparison or traffic impact analysis is not needed for this subdivision Project. However, a traffic impact analysis may be required by the City when a development project at this location begins the entitlement process. (WEBB-B).

Thus, implementation of the Project would not conflict with a program plan, ordinance or policy addressing the circulation system. Therefore, impacts would be less than significant.

b) Conflict or be inconsistent with [CEQA Guidelines section 15064.3, subdivision \(b\)](#)?

Response: Section 15064.3 of the CEQA Guidelines indicates that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. However, there is no implementing project proposed, as this Project consists only of the subdivision of two parcels into four parcels, and zoning and GPA amendments to realign land use designations to be consistent with proposed parcel boundaries. Thus, implementation of the Project would not conflict or be inconsistent with CEQA Guidelines section 1506.43 (b). Therefore, impacts would be less than significant.

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project proposes private access easement for ingress and egress and public utility purposes ensuring legal access to all four parcels by creating future shared access off Day Street that lines up with the existing commercial development to the west, and future shared access off of Ironwood Avenue that lines up with the existing Athens Drive to the north. The proposed access roads would not result in increased hazards. The Project does not include any component that will result in an incompatible use to the existing roadways. Thus, implementation of the proposed Project will not result in a substantial increase in hazards due to a geometric design feature or incompatible uses. Therefore, no impacts will occur.</p>				
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: The Project proposes private access for ingress and egress to all four parcels. Further, the Project would not obstruct existing emergency access. Thus, implementation of the proposed Project will not result in inadequate emergency access. Therefore, no impacts will occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Project Description 2. Albert A. Webb Associates, <i>Trip Generation for Tentative Parcel Map No 3770</i>, March 16, 2020. (WEBB-B). Appendix F 				
<p>XVIII. TRIBAL CULTURAL RESOURCES – Would the project:</p>				
<p>a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k) , or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: The City notified Native American Tribes pursuant to AB 52 and SB 18 via written letter dated October 7, 2019. Letters were sent from the City to the following five tribes: Pechanga Band of Luiseño Indians, Morongo Band of Mission Indians (MBMI), and Soboba Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Agua Caliente Band of Cahuilla Indians. All tribes with the exception of Agua Caliente Band of Cahuilla Indians, requested additional documentation and/or consultation. As a result, on January 23, 2020 the City provided the tribes with copies of the Cultural Resources Assessment and Tentative Tract Map 37750 for their review. Tribal recommendations have been incorporated into mitigation measures. With implementation of mitigation measures MM TCR-1 and MM TCR-2, impacts remain less than significant,</p>				
<p>As discussed in Response V.a above, no cultural resources have been identified on the Project site (BCR, p. 6). However, 32 cultural resources have been recorded within one mile of the Project site the Project site is considered sensitive for buried cultural resources so implementation of mitigation measures MM CULT-1 through MM CULT-4 would ensure impacts remain less than significant. Based on these results, a professional archaeological monitor is recommended to monitor any ground-disturbing activities associated with the proposed Project (BCR, p. 6.). If human remains are encountered during any proposed Project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner determines origin and disposition pursuant to Public Resources Code Section 5097.98.</p>				
<p>However, as noted in the Project Description above, the Project would subdivide land and does not propose development or any ground disturbing activities. Thus, implementation of the Project would not cause a substantial adverse change in the significance of a tribal cultural resource. Therefore, with implementation of mitigation, impacts are less than significant.</p>				
<p>MM TCR-1 Prior to the issuance of a grading permit, the Developer of future implementing projects shall secure agreements with the Soboba Band of Luiseño Indians, Pechanga Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Morongo Band of Mission</p>				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. (only applicable if tribes require monitoring).</p> <p>MM TRC-2 In the event that Native American cultural resources are discovered during the course of grading (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <p>a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department:</p> <p>i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving them in the place they were found with no development affecting the integrity of the resources.</p> <p>ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in CR-1. The location for the future reburial area shall be identified on a confidential exhibit on file with the City and concurred to by the Consulting Native American Tribal Governments prior to certification of the environmental document.</p>				
<p>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: See Response XVIII.a.i. above. No impacts would occur.</p>				
<p>Sources:</p>				
<p>1. BCR Consulting, Inc., <i>Cultural Resources Assessment Towngate Highlands Project</i>, Moreno Valley, November 2019. (BCR). Appendix D</p>				
<p>XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:</p>				
<p>a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As noted in the Project Description above, the Project will subdivide land and does not propose development. As such, the Project would not necessitate the use of utilities, water, wastewater, and would not generate solid waste. Therefore, no impacts would occur.</p>				
<p>b) Have sufficient water supplies available to serve the project and reasonably foreseeable future</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
development during normal, dry and multiple dry years?				
Response: See Response XIX.a. above. No impacts would occur.				
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: See Response XIX.a. above. No impacts would occur.				
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: See Response XIX.a. above. No impacts would occur.				
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: See Response XIX.a. above. No impacts would occur.				
Sources:				
1. Project Description				
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: As indicated in the Cal Fire very high fire hazard severity zones (VHFSZ) maps, the Project site is not classified as a VHFSZ and the Project site is not adjacent VHFSZ areas (CAL FIRE). The Project site is not classified as a fire risk (GP EIR, Figure 5.5-2; LHMP, Figure 5-2). Further, the Project does not propose development as it will subdivide two existing parcels into four parcels and create private shared access to each of the four parcels for ingress and egress. The Project will provide ROW designation for a 66-ft road to extend Athens Drive south of Ironwood Avenue and will provide ROW designation for a 40-ft road for Project access from Day Street between State Route 60 (SR 60) and Ironwood Avenue. Thus, since the Project is not classified as a VHFSZ, creates ingress and egress access to new subdivided parcels, and provides ROW designation to extend nearby roads, implementation of the Project would not impair the adopted emergency response plan or emergency evacuation plan. Therefore, no impacts would occur.				
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: As indicated in the Cal Fire VHFSZ maps, the Project site is not classified as a VHFSZ and the Project site is not adjacent to VHFSZ areas (CAL FIRE). The Project site is not classified as a fire risk (GP EIR, Figure 5.5-2; LHMP, Figure 5-2). Further, the Project does not propose development. Thus, implementation of the Project would not exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Therefore, no impacts would occur.				
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Response: As indicated in the Cal Fire VHFSZ maps, the Project site is not classified as a VHFSZ and the Project site is not adjacent to VHFSZ areas (CAL FIRE). The Project site is not classified as a fire risk (GP EIR, Figure 5.5-2; LHMP, Figure 5-2). Further, the Project does not propose development. Thus, implementation of the Project would not require the installation or maintenance of associated infrastructure that may exacerbate wildfire risks, or that may result in temporary or ongoing impacts to the environment. Therefore, no impacts would occur.				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Response: As indicated in the Cal Fire VHFSZ maps, the Project site is not classified as a VHFSZ and the Project site is not adjacent to VHFSZ areas (CAL FIRE). The Project site is not classified as a fire risk (GP EIR, Figure 5.5-2; LHMP, Figure 5-2). Further, the Project does not propose development or ground disturbance. Thus, implementation of the Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Therefore, no impacts would occur.</p>				
<p>Sources:</p> <ol style="list-style-type: none"> City of Moreno Valley, <i>Final Environmental Impact Report City of Moreno Valley General Plan</i>, certified July 11, 2006 (Available at http://www.moval.org/city_hall/general-plan/06gpfinal/eir/eir-tot.pdf, accessed December 2019.) (GP EIR) <ul style="list-style-type: none"> Section 5.5 – Hazards and Hazardous Materials <ul style="list-style-type: none"> Figure 5.5-2 – Floodplains and High Fire Hazard Areas City of Moreno Valley, <i>Local Hazard Mitigation Plan</i>, adopted October 4, 2011, amended 2017. (Available at http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf, accessed December 2019.) (LHMP) <ul style="list-style-type: none"> Chapter 5 – Wildland and Urban Fires <ul style="list-style-type: none"> Figure 5-2 – Moreno Valley High Fire Area Map 2016 State of California, Department of Fire. <i>Fire Hazards Severity Zone- Moreno Valley</i>, December 21, 2009. (Available at https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/, accessed November 2019.) (Cal FIRE) 				
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Response: As discussed in Response IV.a. through IV.f, although the proposed Project site is within special status survey areas for the MSHCP, there is no suitable habitat on the Project site to support sensitive biological resources that could potentially be affected by the proposed Project. The Project would not impact biological resources. However, all future implementing projects would be required to implement mitigation measures MM BIO-1 and MM BIO-2, set forth in Section IV Biological Resources of this IS in order to reduce impacts to less than significant levels.</p>				
<p>As discussed in Response V.a., there are no known historic resources on or near the Project site. None of the 32 previously recorded cultural resources are within a one-mile radius of the Project site were recorded or found on the proposed Project site. Further, the Project does not propose any ground disturbance. As such, impacts to cultural resources would not occur.</p>				
<p>Thus, the proposed Project will not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or an endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. Therefore, with implementation of mitigation measures impacts are less than significant.</p>				
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
with the effects of past projects, the effects of other current project, and the effects of probable future projects.)?				
<p>Response: As demonstrated by the analysis in this IS, the Project will only subdivide land and does not propose any development or ground disturbance. Thus, the Project will have no physical impact to the Project site. The proposed Project will not result in any impacts that are individually limited, but cumulatively considerable. The Project is consistent with local and regional plans, and the Project has no air quality emissions (since there is no construction or operation associated with the Project). The Project adheres to all other land use plans and policies that have jurisdiction over the Project site, and the increase traffic volumes are marginal. The Project is not considered growth-inducing as defined by State CEQA Guidelines Section 15126.2(d) and will not induce, either directly or indirectly, population and/or housing growth. Therefore, impacts are less than significant.</p>				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Response: Effects on human beings were evaluated as part of this analysis of this IS under the aesthetics, air quality, cultural resources as it relates to human remains, geology and soils, GHG, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities and services systems thresholds. Based on the analysis and conclusions in this IS, impacts for these topics were considered to have no impact or less than significant impact. Therefore, potential direct and indirect impacts on human beings that result from the proposed Project are considered less than significant.</p>				
<p>Sources: 1. Above Checklist</p>				

**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Project (PEN19-0150, PEN19-0151, PEN19-152). This MMRP has been prepared pursuant to California Public Resources Code Section 21081.6, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” An MMRP is required for the proposed Project because the Initial Study/Mitigated Negative Declaration (IS/MND) has identified significant adverse impacts, and measures have been identified to mitigate those impacts as reflected in **Table H – Mitigation, Monitoring, and Reporting Program**, below.

Table H – Mitigation, Monitoring, and Reporting Program

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
Biological Resources	MM BIO-1: Prior to grading, a 30-day Preconstruction survey shall be required. A qualified Biologist shall conduct avoidance surveys prior to any vegetation removal or soil disturbance at the Project site. The first survey shall take place 30 days prior to initiating ground disturbance and a second survey shall take place within 24 hours prior to ground disturbance. If burrowing owls are present, the Project Biologist shall consult with the California Department of Fish and Wildlife to determine if a Habitat Loss Mitigation and Relocation Program is warranted. Based on the location of the owls and if avoidance of the area is not feasible, mitigation options may range from passive relocation to habitat replacement.	Timing: Prior to Grading Party: Applicant/Qualified Biologist			
	MM BIO-2: Prior to grading, a qualified Biologist shall be retained to conduct preconstruction nesting bird survey(s) during the nesting period (February 16 th through August 31). Nesting bird survey(s) shall be conducted no sooner than 14 days prior to initiation of ground disturbing activities, to document the presence or of absence of nesting birds within or directly adjacent to (i.e., within 100 ft of) the construction zone. If no active nests are found during the survey, construction activities may proceed. A qualified Biologist shall serve as a biological monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur.	Timing: Prior to Grading Party: Applicant/Qualified Biologist			

Attachment: Exhibit B - Mitigation Monitoring Program (4106 : PEN19-0151 General Plan Amendment,

**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
	<p>If active nests are documented during the preconstruction survey(s), species-specific measures shall be prepared by the Project Biologist and implemented to prevent abandonment of the active nest. At a minimum, grading in the vicinity of an active nest shall be monitored by a qualified Biologist. Grading in the vicinity of the nest shall be postponed until the young birds have fledged. A minimum exclusion buffer of 100 ft shall be maintained during construction, depending on the avian species and location of nest. The perimeter of the nest setback zone shall be fenced or adequately demarcated with stakes and flagging at 20-ft intervals, and construction personnel and activities shall be restricted from the area.</p> <p>If construction is proposed to be initiated during breeding season or active relocation is proposed, a burrowing owl mitigation plan shall be developed based on the City of Moreno Valley, CDFW, and USFWS requirements for the relocation of individuals to a predetermined preserve. A survey report by a qualified Biologist verifying that no active nests are present, or that the young have fledged, shall be submitted to City of Moreno Valley prior to initiation of construction activities in the nest-setback zone. A final report of the findings, prepared by a qualified Biologist, shall be submitted to City of Moreno Valley prior to construction-related activities that have the potential to disturb any active nests during the nesting season.</p> <p>Any nest permanently vacated for the season shall not require protection. If construction takes place outside of the nesting season, i.e., between September 1st and February 15th, no preconstruction nesting bird surveys shall be required.</p>				
Cultural Resources	MM CULT-1: During any ground disturbing activities, future implementing projects shall be required to obtain a professional archaeologist to conduct monitoring of all	Timing: During Grading			

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**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
	<p>mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Consulting Tribes Soboba Band of Luiseño Indians, Pechanga Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Morongo Band of Mission Indians), the contractor, and the City, shall develop a Cultural Resources Management Plan (CRMP) in consultation pursuant to the definition in AB52 to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. A consulting tribe is defined as a tribe that initiated the AB 52 tribal consultation process for the Project, has not opted out of the AB52 consultation process, and has completed AB 52 consultation with the City as provided for in Cal Pub Res Code Section 21080.3.2(b)(1) of AB52. Details in the Plan shall include:</p> <ul style="list-style-type: none"> a) Project grading and development scheduling; b) The Project archeologist and the Consulting Tribes(s) as defined in CULT-1 shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or 	<p>Party: Applicant/Qualified Archaeologist Tribal Monitor</p>			

Attachment: Exhibit B - Mitigation Monitoring Program (4106 : PEN19-0151 General Plan Amendment,

**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
	grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Consulting Tribes shall make themselves available to provide the training on an as-needed basis; c) The protocols and stipulations that the contractor, City, Consulting Tribes and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.				
	MM CULT-2: The City shall verify that the following note is included on the Grading Plan: "If any suspected archaeological resources are discovered during ground - disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."	Timing: Prior to Grading Party: Applicant/Qualified Archaeologist			
	MM CULT-3: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and	Timing: During Grading Party: Applicant/Qualified Archaeologist Tribal Monitor			

Attachment: Exhibit B - Mitigation Monitoring Program (4106 : PEN19-0151 General Plan Amendment,

**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
	any and all Consulting Native American Tribes as defined in CULT-1 before any further work commences in the affected area.				
	MM CULT-4: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 24 hours of the published finding to be given a reasonable opportunity to identify the “most likely descendant”. The “most likely descendant” shall then make recommendations and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).	Timing: During Grading Party: Applicant/Qualified Archaeologist			
Tribal Cultural Resources	MM TCR-1: Prior to the issuance of a grading permit, the Developer of future implementing projects shall secure agreements with the Soboba Band of Luiseño Indians, Pechanga Band of Luiseño Indians, Rincon Band of Luiseño Indians, and Morongo Band of Mission Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to	Timing: Prior to Grading Party: Tribal Monitor			

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**CITY OF MORENO VALLEY
MITIGATION MONITORING PROGRAM**

PEN19-0151 (General Plan Amendment), PEN19-0152 (Change of Zone), and PEN19-0150 (TPM No. 37750)

Issue	Mitigation Measure	Implementation Timing and Responsible Party for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
	California Public Resources Code Section 21083.2. (only applicable if tribes require monitoring).				
	<p>MM TRC-2: In the event that Native American cultural resources are discovered during the course of grading (inadvertent discoveries), the following procedures shall be carried out for final disposition of the discoveries:</p> <p>a) One or more of the following treatments, in order of preference, shall be employed with the tribes. Evidence of such shall be provided to the City of Moreno Valley Planning Department:</p> <p>i. Preservation-In-Place of the cultural resources, if feasible. Preservation in place means avoiding the resources, leaving in the place they were found with no development affecting the integrity of the resources.</p> <p>ii. Onsite reburial of the discovered items as detailed in the treatment plan required pursuant to Mitigation Measure CR-1. This shall include measures and provisions to protect the future reburial area from any future impacts in perpetuity. Reburial shall not occur until all legally required cataloging and basic recordation have been completed. No recordation of sacred items is permitted without the written consent of all Consulting Native American Tribal Governments as defined in CR-1. The location for the future reburial area shall be identified on a confidential exhibit on file with the City and concurred to by the Consulting Native American Tribal Governments prior to certification of the environmental document.</p>	<p>Timing: During Grading</p> <p>Party: Applicant/Qualified Archaeologist Tribal Monitor</p>			

Attachment: Exhibit B - Mitigation Monitoring Program (4106 : PEN19-0151 General Plan Amendment,



47 1st Street, Suite 1
Redlands, CA 92373-4601
(909) 307-5633

November 01, 2019

Mark A. Ostoich
Gresham-Savage
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408

RE: BIOLOGICAL RESOURCES ASSESSMENT - BURROWING OWL HABITAT
SUITABILITY ASSESSMENT - JURISDICTIONAL WATERS DELINEATION
TOWNGATE HIGHLANDS DEVELOPMENT
MORENO VALLEY, RIVERSIDE COUNTY, CA

Dear Mr. Ostoich

Jericho Systems, Inc. (Jericho) is pleased to provide this Biological Resources Assessment (BRA), burrowing owl (*Athene cunicularia*) [BUOW] habitat suitability assessment and Jurisdictional Delineation (JD) prepared for the Towngate Highlands Development (Project) located in the City of Moreno Valley at the southwest corner of Ironwood Avenue and Day Street in Riverside County, California. The 50- acre site comprises two assessor parcels (APNs) 291-100-054 and 291-100-055 and can be found on the *Riverside East* U.S. Geological Survey (USGS) 7.5-minute topographical map in Section 3, Township 3 South, Range 4 West (Figures 1 and 2).

The City of Moreno Valley is a signatory to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP requires that a project comply with the MSHCP policies identified in Section 6 of the MSHCP. The Project site is located in the Reche Canyon/Badlands Area Plan of the MSHCP area that requires focused BUOW surveys be conducted if suitable habitat is present. The site is not located in within any MSHCP designated criteria cell, cell group, or area identified for conservation. Further, the Project site is not located in an amphibian, criteria area species, mammal, or narrow endemic plant survey area.

For this Project site, a habitat suitability assessment for burrowing owl (MSHCP section 6.3.2) and MSHCP Riparian/Riverine resources (MSHCP section 6.1.2) was required and conducted. The site was also evaluated for the presence jurisdictional waters, subject to the federal Clean Water Act (CWA), Porter-Cologne (Porter-Cologne) and California Fish and Game Code (FGC) regulations. Jurisdictional resources subject to the CWA regulations include non-wetland waters and wetland waters of the U.S. (WoUS) whereas jurisdictional resources subject to Porter-Cologne include non-wetland waters and waters of the State (WoS). The California FGC encompasses the resources that constitute a stream or river, including associated riparian vegetation and floodplain.

Evaluation of Riparian/Riverine resources followed guidance provided in the MSHCP Section 6.1.2. Potential federal jurisdiction followed the regulations set forth in 33CFR part 328 and the USACE guidance documents and evaluation of potential State jurisdiction followed guidance in the Fish and Game Code and A Review of Stream Processes and Forms in Dryland Watersheds and MESA Field Guide (CDFW, 2010 and 2012 respectively).

The results of Jericho's field surveys are intended to provide sufficient baseline information to the County and, if required, to federal and State regulatory agencies, including U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), respectively, to determine if impacts will occur, quantify those impacts and to identify mitigation measures to offset any impacts.

PROJECT DESCRIPTION

The proposed TownGate Highlands Project (Project) consists of developing approximately 293 residential units on approximately 19.53 acres of land, approximately 14,000 square feet of sit-down restaurants, approximately 11,500 square feet of fast-food restaurants, an approximately 3,000 square foot gas station/convenience store and hotels totaling approximately 260 rooms.

This report evaluated the entire 50-acre site, not just the footprint acreage of the proposed Project.

METHODS

Prior to the field investigation reference materials and databases relevant to the Project site were reviewed for the *Riverside East* and *Sunnymead 7.5-minute* USGS quadrangles. The database search included the *Sunnymead* USGS Quad due to the Project site's proximity to the *Riverside East* USGS Quad. The sources reviewed included:

- California Natural Diversity Database (CNDDDB) *Rarefind 5*;
- CNDDDB Biogeographic Information and Observation System (BIOS);
- USDA Natural Resources Conservation Service (NRCS) Web Soil Survey;
- USFWS National Wetland Inventory;
- Environmental Protection Agency (EPA) Water Program "My Waters" data layers
- Google Earth Pro historic aerial imagery (1994-2018)
- County/City habitat conservation plans and other sensitive resource policies;
- RCA MSHCP Information Map

Burrowing owl

On October 30 and 31, 2019, Jericho biologists Shay Lawrey, Todd White, Christian Nordal, and Craig Lawrey (Jericho field staff) conducted field surveys. Each surveyor has advanced degrees in Biology and multiple years of experience surveying for biological resources throughout Southern California.

The field surveys were designed to identify areas of potentially suitable BUOW habitat, individuals, surrogate burrows, and sign of historic or current use of the site by BUOW. The field surveys were also designed to determine if any of the erosional features on site met the criteria for being federally or state jurisdictional and/or being a riverine/riparian and vernal pool area as defined by the MSHCP.

The BUOW habitat suitability assessment was conducted in accordance with the Western Riverside County MSHCP, which follows the 1993 "*Burrowing Owl Survey Protocol and Mitigation Guidelines*" prepared by the California Burrowing Owl Consortium. If suitable habitat is present, this protocol requires four (4) surveys between April 15 and July 15 with the first site survey counting as one survey period.

The surveyors systematically searched the entire Project site by walking transects spaced at approximately 10 meters (30 feet) apart to allow for 100 percent visual coverage of the ground surface. Due to development directly adjacent to the site a survey buffer was limited outside of the Project boundary on the adjoining vacant parcel that is not a part of this project in the north west corner (Figure 3).

The surveys were conducted on calm weather days, during peak BUOW activity between the morning hours of 7:00 a.m. to 11:00 a.m. and 2:00 p.m. to 5:00 p.m.

Table 1
Weather Data for BUOW Survey

Date	Time of Survey	% Cloud Cover	Wind (BFT)	Temperature (° F)	Precipitation
10/30/19	Morning	5	0	52-68	0
10/30/19	Afternoon	0	3	72-64	0
10/31/19	Morning	85	1	40-67	0
10/31/19	Afternoon	10	2	77-66	0

Natural and non-natural substrates were examined for potential burrow sites. All potential BUOW burrows encountered were examined for shape, size, molted feathers, whitewash, cast pellets and/or prey remains. Disturbance characteristics and all other animal sign encountered within the survey area were recorded. Date time and weather conditions were logged. A hand-held, global positioning system (GPS) unit was used to survey straight transects, to identify survey area boundaries, and for other pertinent information. Representative photographs of the survey area were taken, and Google Earth Pro was accessed to provide recent aerial photographs of the project site and surrounding area.

Riverside County also requires that any survey limitations be identified. No limitations significantly affected the results and conclusions given herein. No private property was surveyed without owner permission and buffer area transects were not surveyed within the areas occupied by existing development. Surveys were conducted during the appropriate season to observe the target species, in good weather conditions, by qualified biologists who followed all pertinent protocols.

Riverine/Riparian Areas and Jurisdictional Waters

Jericho also assessed the Project site for State and /or federal jurisdictional waters that are subject to Sections 404 and 401 of the federal Clean Water Act (CWA) regulated by the U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) respectively; and/or Section 1602 of the California Fish and Game Code (FCG) administered by the CDFW and Riverine/Riparian and Vernal Pool habitat subject to Section 6.1.2 of the MSHCP

The methods used in this study to delineate the non-wetland WoUS at the Ordinary High Water Mark (OHWM) in variable, ephemeral, intermittent, or perennial non-wetland waters followed guidance described in *A Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (Lichvar and McColley 2008) and the *Updated Datasheet for the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (“Updated Datasheet”, Curtis and Lichvar 2010).

The RWQCB maintains jurisdiction over all waters of the State, including wetlands. For the purposes of Porter-Cologne, the methods used to determine federal jurisdiction over non-wetland waters were also used to determine the extent of RWQCB jurisdiction over non-wetland waters within the property.

Evaluation of FGC Section 1600 Streambed Waters followed guidance in the Mapping Episodic Stream Activity (MESA) protocols [*MESA Field Guide*], pursuant to which CDFW claims jurisdiction beyond traditional stream banks and the outer edge of riparian. Under MESA, the term stream is defined broadly to include “a body of water that flows perennially or episodically and that is defined by the area in which water currently flows, or has flowed, over a given course during the historic regime [i.e., ‘circa 1800 to the present’], and where the width of its course can reasonably be identified by physical or biological indicators.”

The methods used to determine any riparian/riverine or vernal pool areas were based on the above techniques as well as soils evaluations and vegetation classifications. This is because an area may be characterized as riparian based on its vegetative composition, but not meet the criteria of being federal or state jurisdictional water.

RESULTS

Regional Setting

According to the EPA Regional map, the Project site is located in the Inland Valleys (85k) ecoregion. An ecoregion is a regional area that has similar ecosystems in terms of type, quality, and quantity of environmental resources. The Inland Valleys ecoregion is influenced less by marine processes, and more by alluvial processes. The ecoregion consists of alluvial fans and basin floors at the base of the San Bernardino and San Gabriel mountains and the San Jacinto and Perris Valleys in the south. The region was historically composed of Riversidean coastal sage scrub, valley grasslands, and riparian woodlands. The ecoregion is now heavily urbanized with some remaining agriculture.

Hydrologically, the Project site is located within the Perris hydrologic area, in the 106,456-acre Perris Valley hydrologic sub-area (HSA 802.11) within the Lower San Jacinto River watershed (HUC 180702020304).

The City of Moreno Valley is located in northwestern Riverside County on the east side of the mountains of the Badlands. Moreno Valley is bounded by Old Highway 215 on the west, the mountains of Lake Perris State Recreation Area on the south, and the Box Springs mountain range to the north. The general climate of Moreno Valley is described as warm, dry summers and mild winters and is characterized as warm-summer Mediterranean with temperatures ranging from 97 to 38 degrees Fahrenheit and an average annual rainfall of 12 inches.

Existing Site Conditions

Soils on site consist of Monserate sandy loam (5-8 percent slopes, eroded), Hanford course sandy loam (5-8 percent slopes, eroded), Monserate sandy loam (8-15 percent slopes, eroded), Monserate sandy loam (shallow, 5-15 percent slopes, eroded). Please refer to Figure 6 for a depiction of the soils on site. The highly erosive nature of the soils on site, results in deep grooves over time on the landscape as soil is eroded away by hydrologic processes. This is a typical condition in the “Badlands” area and can easily be seen in aerial imagery of the site. At first glance of an aerial photo these erosive features on site could

appear to be drainage channels. However, once on the ground viewing them, they are in fact erosional topographical features and not drainages.

The topography of the Project site gently to moderately sloped from the north/northeast to the south/southwest. The subject property has an altitude of 1,770 feet above MSL along the northeastern corner dropping to 1,640 feet at the southwestern portion.

The Project site is within a heavily urbanized area, bordered by dense single-family housing on the west, north and east and bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by State Route 60 (SR-60). Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on these parcels. The entire site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on site. The disturbed areas on the project site no longer comprises a native plant community. The Project site supports dense non-native grasslands with remnant native vegetation (Figures 4a and 4b).

Plant species identified include brittlebush (*Encelia farinosa*), coastal heron's bill (*Erodium cicutarium*), common dandelion (*Taraxacum officinale*), red brome (*Bromus madritensis ssp. rubens*), London rocket (*Sysimbrium irio*), Jerusalem thorn (*Parkinsonia aculeata*), prickly lettuce (*Lactuca serriola*), rattail sixweeks grass (*Festuca myuros*), rattlesnake sandmat (*Euphorbia albomarginata*), slender wild oats (*Avena fontinalis*), summer mustard (*Hirschfeldia incana*), tocalote (*Centaurea melitensis*), turkey mullein (*Croton setigerus*), western forget-me-not (*Cryptantha circumscissa*), and western ragweed (*Ambrosia psilostachya*).

Vegetation observed in the bottom of the westernmost erosional feature includes sparse patches of arroyo willow (*Salix lasiolepis*), California sagebrush (*Artemisia californica*), curly dock (*Rumex crispus*), deerweed (*Acmispon glaber*), fountain grass (*Pennisetum setaceum*), mulefat (*Baccharis salicifolia*), red castor bean (*Ricinus cummunis*), tamarisk (*Tamarisk ramossima*) and telegraph weed (*Heterotheca grandiflora*). This particular erosional feature receives concentrated flows from a concrete culvert that collects and conveys storm drain flows coming from the development to the north through the site under the 60 freeway to a freeway catch basin.

Burrowing owl

The BUOW is a small, ground-dwelling owl that is protected by the international treaty under the Migratory Bird Treaty Act of 1918 and by State law under the California Fish and Game Code (CDFG Code #3513 & #3503.5) as a Species of Special Concern. In southern California, BUOW can be found in grassland, shrub steppe, and desert habitat types consisting of short, sparse vegetation with few shrubs, level to gentle topography, and friable soils. They can also be found in agricultural areas, ruderal fields, vacant lots and pastures, and flood control facilities. Most importantly, BUOWs require underground burrows or other cavities for nesting, roosting and shelter. Burrows used by the owls are usually dug by other species, termed host burrowers. In California, California ground squirrel (*Spermophilus beecheyi*) and round-tailed ground squirrel (*Citellus tereticaudus*) burrows are frequently used by BUOW but they may use dens or holes dug by other fossorial species.

Per the definition provided in the 2012 CDFG Staff Report on Burrowing Owl Mitigation, "Burrowing owl habitat generally includes, but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey."

The vegetation on site is dense and above knee high and is not characterized as short or sparse. This dense grass loading is not preferred by BUOW. No evidence of California ground squirrel (*Spermophilus beecheyi*) along with very few fossorial mammal burrows were observed. No fossorial mammal dens were observed either. No burrows of appropriate size, aspect, and shape were located within the property site. Burrows observed were <2 inches in diameter.

Despite a systematic search of the entire site, no burrowing owls or recent or historic sign (molted feathers, whitewash, cast pellets or prey remains, or white wash) was observed during the habitat assessment. Further, the extensive urbanization in the surrounding areas lends itself to predators such as dogs and cats. Per the literature review, the nearest documented BUOW occurrence is approximately 3 miles west of the survey area (CNDDDB, 2019). The site current site conditions for BUOW are not suitable to support BUOW and no evidence of BUOW was found in the survey area.

Riverine/Riparian Areas and Jurisdictional Waters

Several erosional features traverse the site from north to south/southwest. These types of features are typical of the Badlands area due to the erosive nature of the soils. According to the National Hydrography Dataset (NHD) two of these features historically received storm flows from the north to convey water south through the site (Figure 5).

However, development to the north created a storm drain system that cut off upland flows completely here by redirecting them to the west. This easternmost feature previously mapped as a blue line stream is void of any signs of surface flow and is choked with non-native grasses and ruderal vegetation. As a result, this feature does not meet the criteria of being a jurisdictional water or riverine/riparian area.

Concentrated storm flows and urban runoff enter the site through a concrete culvert under Ironwood Road from the storm drain collection system serving the development to the north. Flows from here are directed into one concrete culvert that enters the vacant property on the northwest, at the westernmost feature. Storm flows and urban runoff pass through the site here and are collected at a concrete v-ditch north of the 60 freeway where they pass under the freeway and terminate at a freeway catchment basin (Figure 5a).

Although the annual storm flows through the westernmost erosional feature support a few individual Mulefat (*Baccharis salicifolia*) and Sandbar Willow (*Salix exigua*) plants, the criteria for non-wetland WoUS/WoS, FGC streambed or riverine/riparian areas are not met. This feature is a closed (non-flow through) man-made system that begins as a development storm drain collection system and ends at a freeway catchment basin. If the flows were redirected or cut off, as is the case of the easternmost erosional feature, then the four willows and 10 mulefat would cease to exist and this feature would resemble the feature to the east, which is choked with non-native grasses. Further, the mulefat and willow individuals are short and thin in stature and are very sparsely distributed along the westernmost feature.

Mulefat (*Baccharis salicifolia*) is a native shrub in the Sunflower Family (Asteraceae) grow in both seasonally or intermittently flooded habitats, and stands are inherently variable depending on the amount of inundation and scouring. Mulefat onsite occurs in sandy soils with low organic matter. Soils tend to be rocky alluvium; this species has a wetland indicator status of facultative (FAC), meaning that it usually occurs in riparian systems (33-67% of the time), but is occasionally found in uplands (Lichvar et al. 2016).

Sandbar Willow (*Salix exigua*), also called narrowleaf willow, a clonal shrub in the Willow Family (Salicaceae). Sandbar Willow Thickets occur on site in association with mulefat. Sandbar willow is a

Mark A. Ostoich
 Towngate Highlands-Bio
 November 01, 2019
 Page 7

winter-deciduous clonal shrub, typically reaching 15 feet (5 m) or more in height. On site the four willow shrubs reach approximately four to five feet in height. This species occurs in well-drained rocky substrates. It has a wetland indicator status of FACW, meaning that it usually occurs in riverine/wetlands (67-99% of the time), but is occasionally found in non-riverine/wetlands (Lichvar et al. 2016).

The occurrence of these two plant species within the westernmost feature does not by itself create a circumstance of meeting the criteria of a riverine/riparian area when the man-made, non-flow through, nature of the feature is taken into account. Therefore, it is determined that the westernmost feature is not a riverine riparian area.

CONCLUSIONS AND RECOMMENDATIONS

Vegetation onsite has the potential to support nesting birds and migratory birds protected under the MBTA. Therefore, a pre-construction survey is recommended should Project implementation occur during the bird nesting season.

Bird nesting season generally extends from February 1 through September 15 in southern California and specifically, April 15 through August 31 for migratory passerine birds. To avoid impacts to nesting birds (common and special status including BUOW) during the nesting season, a qualified Avian Biologist should conduct pre-construction Nesting Bird Surveys (NBS) prior to Project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist should set appropriate no work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage and expected types, intensity and duration of disturbance. The nests and buffer zones shall be field checked as needed by the biologist to update the expected fledge date. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the biologist has determined the young birds have successfully fledged and the nest is inactive.

The erosional features on site are just that, erosional features very typical of the Badlands area. These features do not meet the criteria of WoUS, WoS, FGC streambed waters or riverine/areas. This also holds true for the westernmost feature where mulefat and willow individuals exist. The only reason this type of vegetation occurs here, is because the development to the north created a storm drain system that directs and outlets concentrated flows here. The flow regime is man-made beginning as a collection system and ending at a freeway catchment basin. If the flows were redirected or recycled, the these plants would cease to exist.

Thank you for this opportunity to provide information on this important Project. Please contact me if you have questions or need further information:

Sincerely,



Shay Lawrey
 President

Attachments:

Mark A. Ostoich
Towngate Highlands-Bio
November 01, 2019
Page 8

Figure 1 – Site Vicinity
Figure 2 – Project Location
Figure 3 – Survey Transects
Figure 4a – 2012 MSHCP Vegetation Classifications
Figure 4b –2019 Vegetation
Figure 5 – NHD Blueline Streams and Waterbodies
Figure 5b – Current Drainage Pattens
Figure 6 – Soils

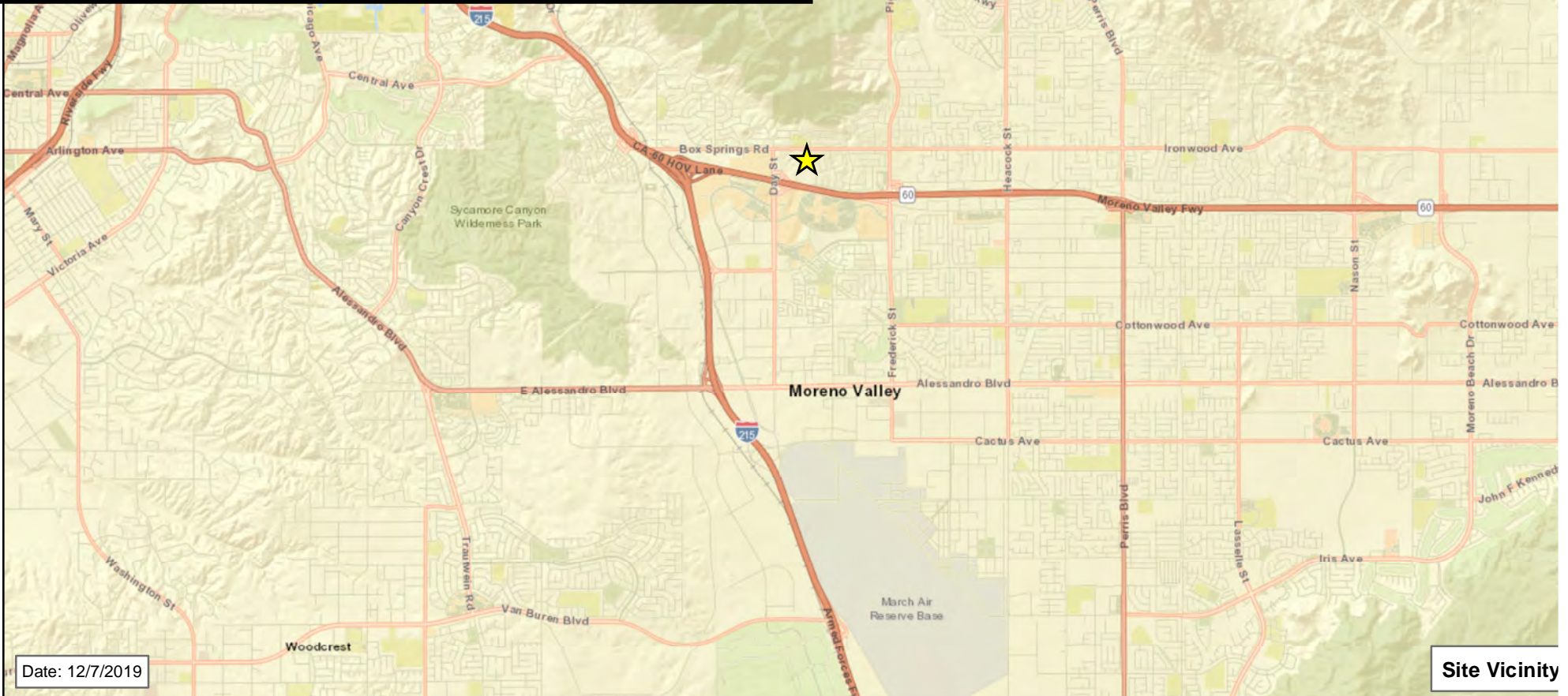
Photo Log

Photos-1-7

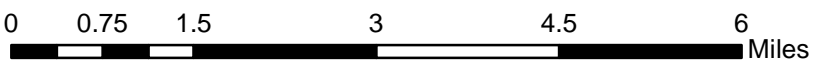


Legend

★ Site Location



Date: 12/7/2019



Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



**Figure 1 - Regional Overview
Site Vicinity**

Gresham Savage: Towngate Highlands Project
Southeast Corner of Ironwood Ave and Day St.
Moreno Valley, CA

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional

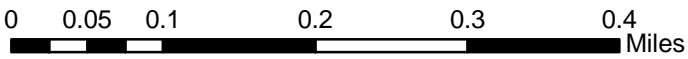


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Project Boundary

Date: 12/7/2019

Site Location



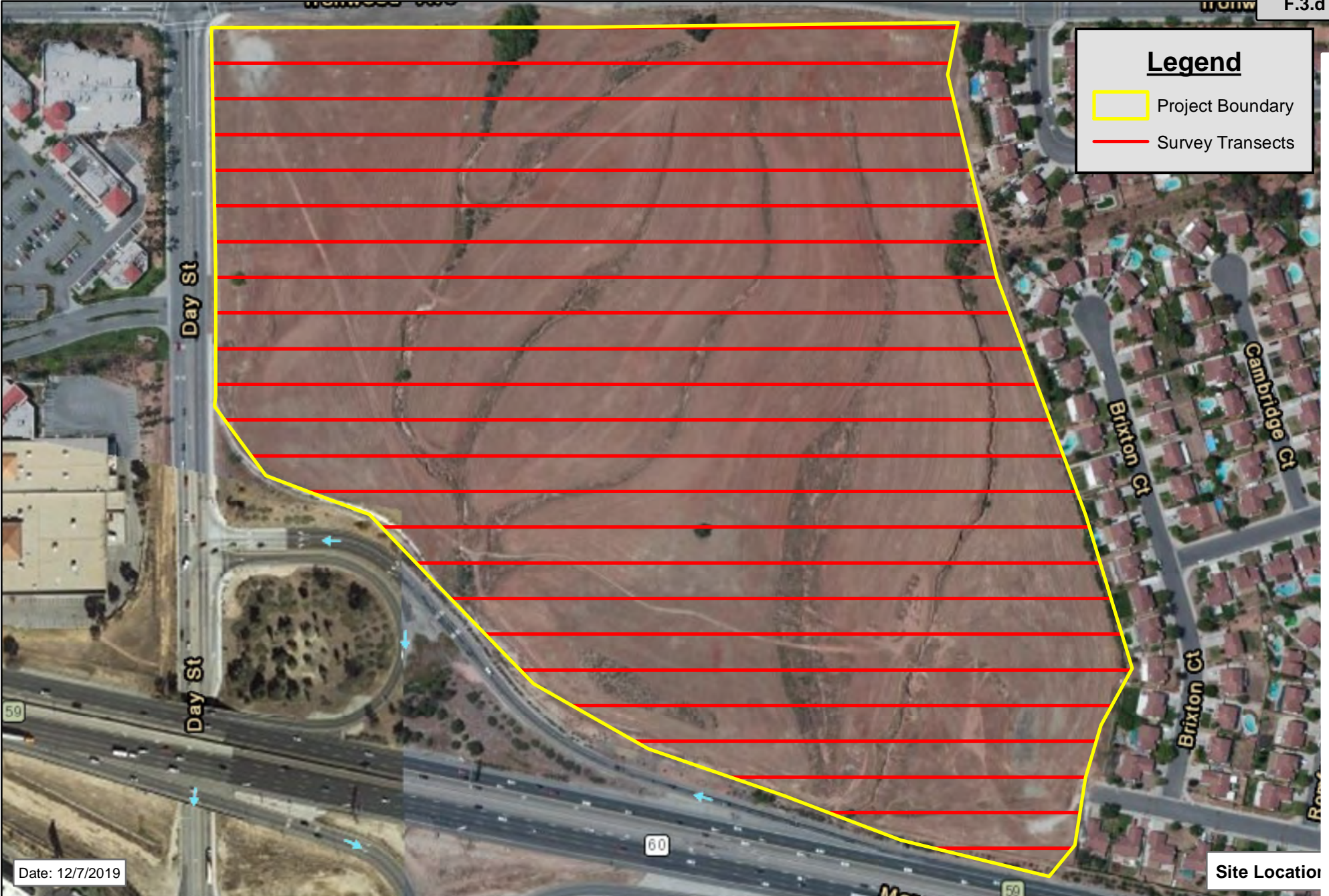
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 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 2
Project Location

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, **Packet Pg. 1088**

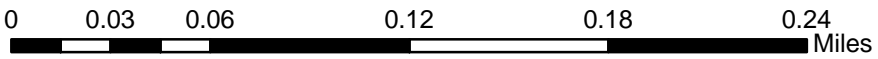
Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional



Legend

- Project Boundary
- Survey Transects

Date: 12/7/2019



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Figure 3
Survey Transects

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, Packet Pg. 1089



Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional



Legend

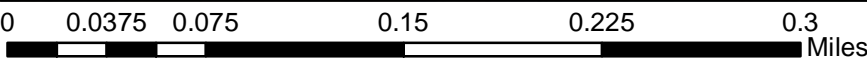
Project Boundary

RCA MSHCP 2012 Vegetation Classifications

- Coastal Sage Scrub
- Developed/Disturbed Land
- Riparian Scrub, Woodland, Forest

Date: 12/7/2019

Site Location



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



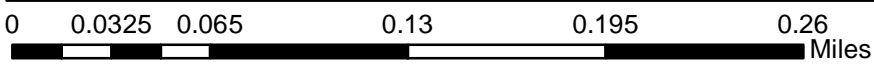
Figure 4a
RCA Vegetation Layer (2012)

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional

Legend

- Project Boundary
- Coastal Sage/Riparian Scrub
- Disturbed Non-Native Grassland
- Disturbed Riparian Scrub



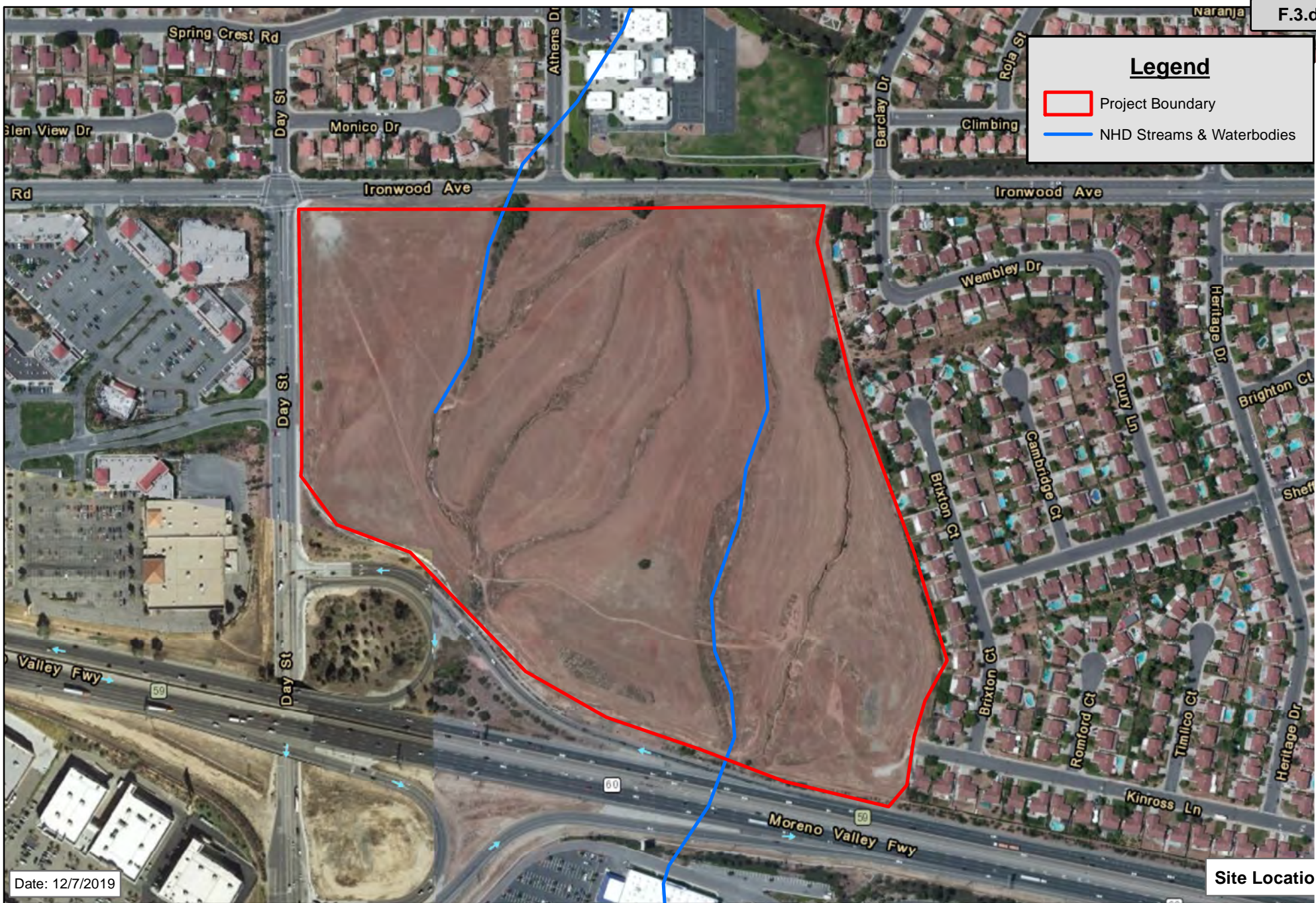
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 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 4b
Observed Vegetation (2019)

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, Packet Pg. 1091

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional

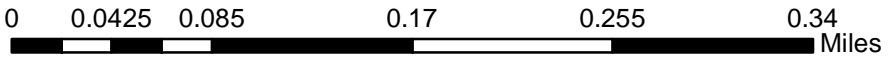


Legend

- Project Boundary
- NHD Streams & Waterbodies

Date: 12/7/2019

Site Location



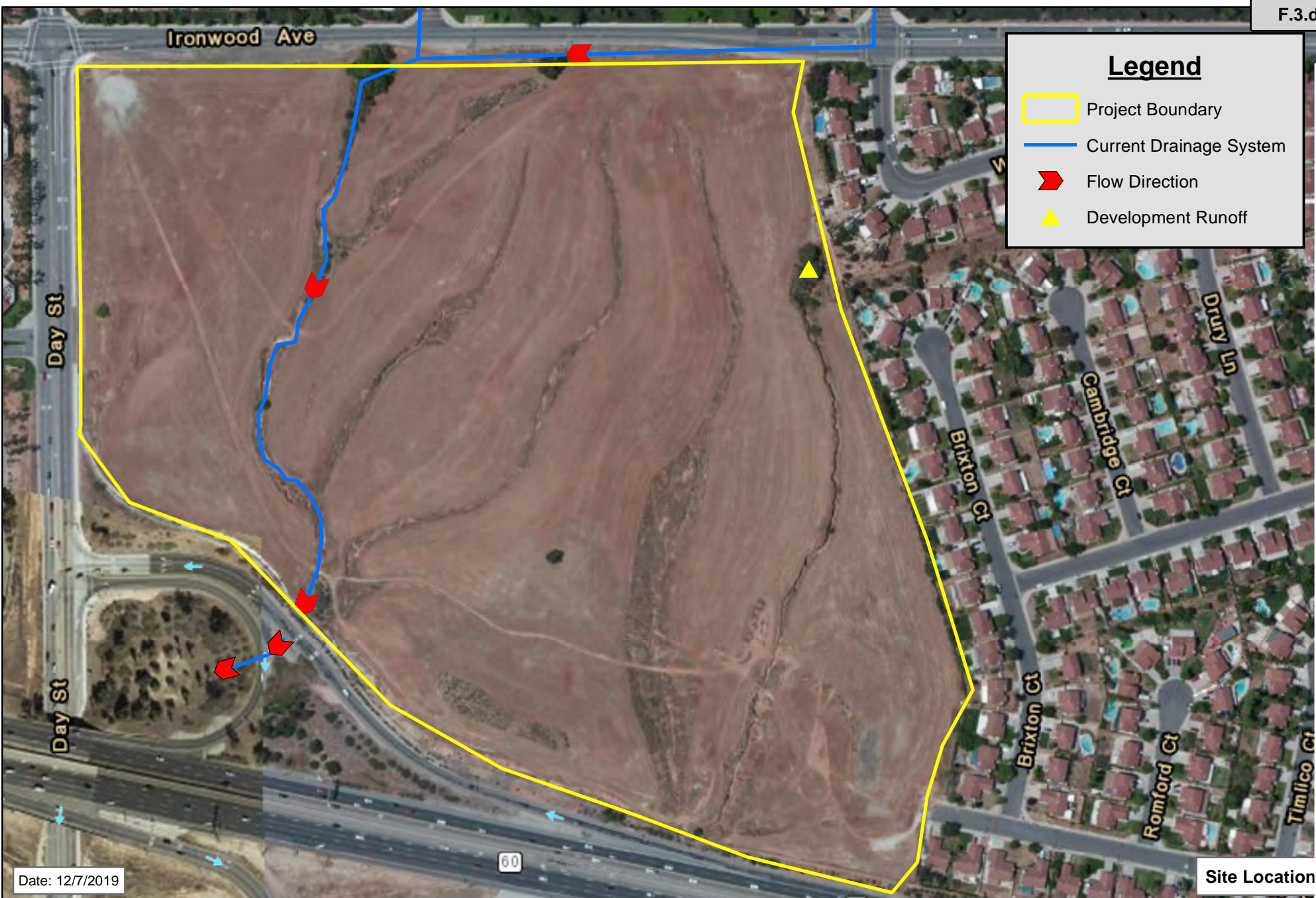
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Figure 5
 National Hydrography Dataset (NHD)
 Blueline Streams & Waterbodies

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA **Packet Pg. 1092**

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional

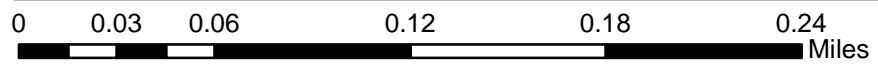


Legend

- Project Boundary
- Current Drainage System
- Flow Direction
- ▲ Development Runoff

Date: 12/7/2019

Site Location



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 5b
Present Drainage Flow

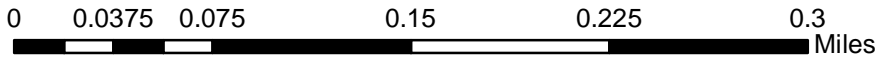
Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional



Date: 12/7/2019

Site Location



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 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 6
Soils (USDA Soil Survey)

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 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA

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Towngate Highlands-Bio
November 01, 2019



Photo 1. View of Easternmost Erosional Feature.



Photo 3. Showing Westernmost drainage pattern leaving site at south from northwest



Photo 2. Showing Westernmost Feature drainage pattern mid-site



Photo 4. Location where flows leave site into V-ditch - carried off site under 60 freeway and terminate in catchbasin

Attachment: Appendix A - Habitat Assessment, Burrowing Owl Habitat Suitability, and Jurisdictional

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Towngate Highlands-Bio
November 01, 2019



Photo 5. Showing Westernmost Feature drainage pattern top of site



Photo 7. Showing disturbances on site.



Photo 6. Further d/s of Photo 5 showing Westernmost Feature top of site

**Western Riverside County
Multiple Species Habitat Conservation Plan
Consistency Analysis**

**Assessor's Parcel Numbers 291-100-054 and 291-100-055
TownGate Highlands – 50 Acres**

Permittee Name: Permittee Name
Fritz Duda Company

Applicant Name: Applicant Name
Paul Bernard

Jericho Systems, Inc.
Shay Lawrey
(909) 915-5900

November 1, 2019

MSHCP Consistency Analysis

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1 EXECUTIVE SUMMARY

This report contains the findings of Jericho Systems, Inc. (Jericho's) Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis for the TownGate Highlands Development (Project) located in the City of Moreno Valley at the southwest corner of Ironwood Avenue and Day Street in Riverside County, California. The City of Moreno Valley is a signatory to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP requires that a project comply with the MSHCP policies identified in Section 6 of the MSHCP. The Project site is located in the Reche Canyon/Badlands Area Plan of the MSHCP. The site is not located in within any MSHCP designated criteria cell, cell group, or area identified for conservation. Further, the Project site is not located in an amphibian, criteria area species, mammal, or narrow endemic plant survey area.

Review of the Western Riverside County Regional Conservation Authority (RCA) MSHCP Information Map determined that the Project site is located within the designated survey area for burrowing owl (*Athene cunicularia*) [BUOW]. Therefore, a habitat suitability assessment for BUOW (MSHCP section 6.3.2) and MSHCP Riparian/Riverine resources (MSHCP section 6.1.2) was required and conducted. The site was also evaluated for the presence jurisdictional waters, subject to the federal Clean Water Act (CWA), Porter-Cologne (Porter-Cologne) and California Fish and Game Code (FGC) regulations. Jurisdictional resources subject to the CWA regulations include non-wetland waters and wetland waters of the U.S. (WoUS) whereas jurisdictional resources subject to Porter-Cologne include non-wetland waters and waters of the State (WoS). The California FGC encompasses the resources that constitute a stream or river, including associated riparian vegetation and floodplain.

The Project site is within a heavily urbanized area, bordered by dense single-family housing on the west, north and east and bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by State Route 60 (SR-60). Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on these parcels. The entire site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on site. The Project site supports large blocks of dense non-native grasslands, disked ground and remnant native plants sparsely interspersed among the non-native grasses.

The survey results found that the Project site primarily consists of dense non-native grasses and ruderal habitat which is not suitable for burrowing owl. Several erosional features traverse the site from north to south/southwest. These types of features are typical of the Badlands area due to the erosive nature of the soils. According to the National Hydrography Dataset (NHD) two of these features historically received storm flows from the north to convey water south through the site. None of the erosional features meet the definitions for non-wetland Waters of the U.S., Waters of the State, Fish and Game Code streambed and/or riverine/riparian because either they do not flow or they are closed (non-flow through) man-made systems that begins as a development storm drain collection system and ends at a freeway catchment basin. Further, no riverine riparian or vernal pool areas were identified onsite, and no special status species were observed or expected to occur.

A General Biological Resources Assessment/Jurisdictional Delineation is provided in Appendix A.

2 INTRODUCTION

The purpose of this Consistency Analysis (Analysis) report is to summarize the biological data for the proposed TownGate Highlands Project (Project) and to document Project's consistency with the goals and objectives of the Western Riverside County MSHCP. The format of this report follows the Regional

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Conservation Agency’s guidance document for the Western Riverside MSHCP Consistency Analysis Report Template.

2.1 General Survey Methods

Prior to the field investigation reference materials and databases relevant to the Project site were reviewed for the *Riverside East* and *Sunnymead 7.5-minute* USGS quadrangles. The database search included the *Sunnymead* USGS Quad due to the Project site’s proximity to the *Riverside East* USGS Quad. The sources reviewed included:

- California Natural Diversity Database (CNDDDB) *Rarefind 5*;
- CNDDDB Biogeographic Information and Observation System (BIOS);
- USDA Natural Resources Conservation Service (NRCS) Web Soil Survey;
- USFWS National Wetland Inventory;
- Environmental Protection Agency (EPA) Water Program “My Waters” data layers
- Google Earth Pro historic aerial imagery (1994-2018)
- County/City habitat conservation plans and other sensitive resource policies;
- RCA MSHCP Information Map

On October 30 and 31, 2019, Jericho biologists Shay Lawrey, Todd White, Christian Nordal, and Craig Lawrey (Jericho field staff) conducted field surveys. Each surveyor has advanced degrees in Biology and multiple years of experience surveying for biological resources throughout Southern California. The surveyors systematically searched the Project site by walking transects spaced at approximately 10 meters (30 feet) apart to allow for 100 percent visual coverage of the ground surface. Due to development directly adjacent to the site a survey buffer was limited outside of the Project boundary on the adjoining vacant parcel that is not a part of this project in the north west corner. The surveys were conducted on calm weather days, during peak BUOW activity between the morning hours of 7:00 a.m. to 11:00 a.m. and 2:00 p.m. to 5:00 p.m.

2.2 Project Area

The proposed Project site consists of 50-acres encompassing Assessor’s Parcel Number’s (APNs) 291-100-054 and 291-100-055, which are bound on the west by Day Street, on the north by Ironwood Avenue, on the east by dense single-family residences and on the south by State Route 60 (SR-60). The proposed Project is within the *Riverside East* USGS 7.5’ quadrangle, Township 3 South, Range 4 West, Section 2 (Figure 1 and Figure 2).

The Project area is defined as follows:

Assessor Parcel Numbers: 291-100-054 and 291-100-055

Project Acreage Onsite: 50 acres

Project Acreage Offsite: 0. New signal at Day Street at Project entrance.

2.3 Project Description

The Project proposes to construct 293 residential units on approximately 19.53 acres, sit-down restaurants on 14,000 square feet, 11,500 square feet of fast-food restaurants, 3,000 square feet of a gas station/convenience store and 260 rooms of hotel space.

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The intent is to develop the entire 50-acre site. The description provided above provides details of the initial development phase.

2.4 Covered Roads

The Project does not occur on a Covered Road or require access from a Covered Road as identified by MSHCP Table 7-4. Therefore, this section is not applicable.

2.5 General Setting

According to the EPA Regional map, the Project site is located in the Inland Valleys (85k) ecoregion. An ecoregion is a regional area that has similar ecosystems in terms of type, quality, and quantity of environmental resources. The Inland Valleys ecoregion is influenced less by marine processes, and more by alluvial processes. The ecoregion consists of alluvial fans and basin floors at the base of the San Bernardino and San Gabriel mountains and the San Jacinto and Perris Valleys in the south. The region was historically composed of Riversidean coastal sage scrub, valley grasslands, and riparian woodlands. The ecoregion is now heavily urbanized with some remaining agriculture.

Hydrologically, the Project site is located within the Perris hydrologic area, in the 106,456-acre Perris Valley hydrologic sub-area (HSA 802.11) within the Lower San Jacinto River watershed (HUC 180702020304).

The City of Moreno Valley is located in northwestern Riverside County on the east side of the mountains of the Badlands. Moreno Valley is bounded by Old Highway 215 on the west, the mountains of Lake Perris State Recreation Area on the south, and the Box Springs mountain range to the north. The general climate of Moreno Valley is described as warm, dry summers and mild winters and is characterized as warm-summer Mediterranean with temperatures ranging from 97 to 38 degrees Fahrenheit and an average annual rainfall of 12 inches.

Soils on site consist of Monserate sandy loam (5-8 percent slopes, eroded), Hanford course sandy loam (5-8 percent slopes, eroded), Monserate sandy loam (8-15 percent slopes, eroded), Monserate sandy loam (shallow, 5-15 percent slopes, eroded). Please refer to Figure 3 for a depiction of the soils on site. The highly erosive nature of the soils on site, results in deep grooves over time on the landscape as soil is eroded away by hydrologic processes. This is a typical condition in the “Badlands” area and can easily be seen in aerial imagery of the site. At first glance of an aerial photo these erosive features on site could appear to be drainage channels. However, once on the ground viewing them, they are in fact erosional topographical features and not drainages.

The topography of the Project site gently to moderately sloped from the north/northeast to the south/southwest. The subject property has an altitude of 1,770 feet above MSL along the northeastern corner dropping to 1,640 feet at the southwestern portion.

The Project site is within a heavily urbanized area, bordered by dense single-family housing on the west, north and east and bounded on the west by Day Street, on the north by Ironwood Avenue, and on the south by State Route 60 (SR-60). Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on these parcels. The entire site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on site. The disturbed areas on the project site no longer comprises a native plant community. The Project site supports dense non-native grasslands with remnant native vegetation

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3 RESERVE ASSEMBLY ANALYSIS

The site is not located or mapped within or adjacent to any criteria cells or cell groups. Therefore, this analysis is not applicable.

3.1 Public Quasi-Public Lands

The majority of the cities in western Riverside County as well as the County have contributed open space/land to the County to help establish the MSHCP Conservation Area. These lands are described in the MSHCP as Public/Quasi-Public (PQP) Lands. P/QP Lands are a subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and expected to be managed for open space value and/or in a manner that contributes to the Conservation of Covered Species (including lands contained in existing reserves). The acreage of PQP Lands has been accounted for in the MSHCP tracking process for assembling the Conservation Area. If impacts to PQP Lands will result from development or implementation of a project, the project applicant must prepare an equivalency analysis that shows the impacts will either not affect the total acreage of PQP Lands or that the applicant can provide other compensatory mitigation that is biologically equivalent or superior to offset the loss of the PQP Lands.

3.1.1 Public Quasi-Public Lands in Reserve Assembly Analysis

The Project will not directly or indirectly impact any PQP lands because the project site is not located with PQP Lands nor is the Project site near PQP lands.

3.1.2 Project Impacts to Public Quasi-Public Lands

The Project will not directly or indirectly impact any PQP lands because the project site is not located with PQP Lands nor is the Project site near PQP lands.

4 VEGETATION MAPPING

The RCA MSHCP Information Map (Vegetation 2012 layer) identifies the vegetation type as “Developed/Disturbed.” Small patches of “Riparian Scrub, Woodland, Forest” are identified in the drainage feature within the northern boundary of the site and along the eastern boundary of the site (Figure 4a).

Historical images back to September of 1996 show consistent and ongoing clearing/grubbing activities on these parcels. The entire site is highly disturbed from recent and historic disking and blading which has prevented any type of notable habitat succession from occurring on site. The disturbed areas on the project site no longer comprises a native plant community (Figure 4b).

Plant species identified include brittlebush (*Encelia farinosa*), coastal heron’s bill (*Erodium cicutarium*), common dandelion (*Taraxacum officinale*), red brome (*Bromus madritensis ssp. rubens*), London rocket (*Sysimbrium irio*), Jerusalem thorn (*Parkinsonia aculeata*), prickly lettuce (*Lactuca serriola*), rattail sixweeks grass (*Festuca myuros*), rattlesnake sandmat (*Euphorbia albomarginata*), slender wild oats (*Avena fontinalis*), summer mustard (*Hirschfeldia incana*), tocalote (*Centaurea melitensis*), turkey mullein (*Croton setigerus*), western forget-me-not (*Cryptantha circumscissa*), and western ragweed (*Ambrosia psilostachya*).

Vegetation observed in the bottom of the westernmost erosional feature includes non-native grasses and scattered, sparse patches of arroyo willow (*Salix lasiolepis*), California sagebrush (*Artemisia californica*),

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curely dock (*Rumex crispus*), deerweed (*Acemison glaber*), fountain grass (*Pennisetum setaceum*), mulefat (*Baccharis salicifolia*), red castor bean (*Ricinus cummunis*), tamarisk (*Tamarisk ramossima*) and telegraph weed (*Heterotheca grandiflora*). This particular erosional feature receives concentrated flows from a concrete culvert that collects and conveys storm drain flows coming from the development to the north through the site under the 60 freeway to a freeway catch basin.

5 PROTECTION OF SPECIES ASSOCIATED WITH RIPARIAN/RIVERINE AREAS AND VERNAL POOLS (SECTION 6.1.2)

According to Section 6.1.2 of the MSHCP:

“Riparian/Riverine Areas are lands which contain Habitat dominated by trees, shrubs, persistent emergents, or emergent mosses and lichens, which occur close to or which depend upon soil moisture from a nearby fresh water source; or areas with fresh water flow during all or a portion of the year.

“Vernal pools are seasonal wetlands that occur in depression areas that have wetlands indicators of all three parameters (soils, vegetation and hydrology) during the wetter portion of the growing season but normally lack wetlands indicators of hydrology and/or vegetation during the drier portion of the growing season. Obligate hydrophytes and facultative wetlands plant species are normally dominant during the wetter portion of the growing season, while upland species (annuals) may be dominant during the drier portion of the growing season. The determination that an area exhibits vernal pool characteristics, and the definition of the watershed supporting vernal pool hydrology, must be made on a case-by-case basis. Such determinations should consider the length of the time the area exhibits upland and wetland characteristics and the manner in which the area fits into the overall ecological system as a wetland. Evidence concerning the persistence of an area's wetness can be obtained from its history, vegetation, soils, and drainage characteristics, uses to which it has been subjected, and weather and hydrologic records.

“Fairy Shrimp. For Riverside, vernal pool and Santa Rosa fairy shrimp, mapping of stock ponds, ephemeral pools and other features shall also be undertaken as determined appropriate by a qualified biologist.

“With the exception of wetlands created for the purpose of providing wetlands Habitat or resulting from human actions to create open waters or from the alteration of natural stream courses, areas demonstrating characteristics as described above which are artificially created are not included in these definitions.”

5.1 Riparian/Riverine

As defined under Section 6.1.2 of the MSHCP, *Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools*, riparian/riverine areas are areas dominated by trees, shrubs, persistent emergent plants, or emergent mosses and lichens which occur close to or are dependent upon nearby freshwater, or areas with freshwater flowing during all or a portion of the year. Conservation of these areas is intended to protect habitat that is essential to a number of listed or special-status water-dependent fish, amphibian, avian, and plant species. Any alteration or loss of riparian/riverine habitat from development of a Project will require the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) analysis to ensure the replacement of any lost functions and values of habitats in regard to the listed species. This assessment is independent from considerations given to waters of the United States and waters of the State under the CWA, the California Porter-Cologne Water Quality Control Act, and CDFW jurisdictional streambed under the California Fish and Game Code.

5.1.1 Methods

On July 1 and 8, and October 30 and 31, 2019, Jericho assessed the entire Project site for State and /or federal jurisdictional waters that are subject to Sections 404 and 401 of the federal Clean Water Act (CWA) regulated by the U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board

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(RWQCB) respectively; and/or Section 1602 of the California Fish and Game Code (FCG) administered by the CDFW and Riverine/Riparian and Vernal Pool habitat subject to Section 6.1.2 of the MSHCP

The methods used to delineate the non-wetland Waters of the US at the Ordinary High Water Mark (OHWM) in variable, ephemeral, intermittent, or perennial non-wetland waters followed guidance described in *A Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (Lichvar and McColley 2008) and the *Updated Datasheet for the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (“Updated Datasheet”, Curtis and Lichvar 2010).

The RWQCB maintains jurisdiction over all waters of the State, including wetlands. For the purposes of Porter-Cologne, the methods used to determine federal jurisdiction over non-wetland waters were also used to determine the extent of RWQCB jurisdiction over non-wetland waters within the property.

Evaluation of FGC Section 1600 Streambed Waters followed guidance in the Mapping Episodic Stream Activity (MESA) protocols [*MESA Field Guide*], pursuant to which CDFW claims jurisdiction beyond traditional stream banks and the outer edge of riparian. Under MESA, the term stream is defined broadly to include “a body of water that flows perennially or episodically and that is defined by the area in which water currently flows, or has flowed, over a given course during the historic regime [i.e., ‘circa 1800 to the present’], and where the width of its course can reasonably be identified by physical or biological indicators.”

The methods used to determine any riparian/riverine or vernal pool areas were based on the above techniques as well as soils evaluations and vegetation classifications. This is because an area may be characterized as riparian based on its vegetative composition, but not meet the criteria of being federal or state jurisdictional water.

5.1.2 Existing Conditions and Results

Several erosional features traverse the site from north to south/southwest. The function and value of the erosional features on site is bird nesting and foraging habitat. The vegetation growing within these features is either non-native grasses or a mix non-native ruderal plants and native plants such as buckwheat, brittle brush, mule fat, and/or willow. These types of features are typical of the Badlands area due to the erosive nature of the soils. According to the National Hydrography Dataset (NHD) two of these features historically received storm flows from the north to convey water south through the site (Figure 5).

However, development to the north created a storm drain system that cut off upland flows completely here by redirecting them to the west. This easternmost feature previously mapped as a blue line stream is void of any signs of surface flow and is choked with non-native grasses and ruderal vegetation. As a result, this feature does not meet the criteria of being a jurisdictional water or riverine/riparian area.

Concentrated storm flows and urban runoff enter the site through a concrete culvert under Ironwood Road from the storm drain collection system serving the development to the north. Flows from here are directed into one concrete culvert that enters the vacant property on the northwest, at the westernmost feature. Storm flows and urban runoff pass through the site here and are collected at a concrete v-ditch north of the 60 freeway where they pass under the freeway and terminate at a freeway catchment basin (Figure 5b).

Although the annual storm flows through the westernmost erosional feature support a few individual Mulefat (*Baccharis salicifolia*) and arroyo willow (*Salix lasiolepis*) plants, the criteria for non-wetland WoUS/WoS, FGC streambed or riverine/riparian areas are not met. This feature is a closed (non-flow through) man-made system that begins as a development storm drain collection system and ends at a

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freeway catchment basin. If the flows were redirected or cut off, as is the case of the easternmost erosional feature, then the four willows and 10 mulefat would cease to exist and this feature would resemble the feature to the east, which is choked with non-native grasses. Further, the mulefat and willow individuals are short and thin in stature and are very sparsely distributed along the westernmost feature.

Mulefat is a native shrub in the Sunflower Family (Asteraceae) grow in both seasonally or intermittently flooded habitats, and stands are inherently variable depending on the amount of inundation and scouring. Mulefat onsite occurs in sandy soils with low organic matter. Soils tend to be rocky alluvium; this species has a wetland indicator status of facultative (FAC), meaning that it usually occurs in riparian systems (33-67% of the time), but is occasionally found in uplands associated with coastal sage scrub habitat (Lichvar et al. 2016).

Arroyo willow is a shrub in the Willow Family (Salicaceae) that occur on site in association with mulefat. It is a winter-deciduous shrub, typically reaching 15 feet (5 m) or more in height. On site, the three willow shrubs reach approximately five feet in height. This species occurs in well-drained rocky substrates. It has a wetland indicator status of FACW, meaning that it usually occurs in riverine/wetlands (67-99% of the time), but is occasionally found in non-riverine/wetlands (Lichvar et al. 2016).

The occurrence of these two plant species within the westernmost feature does not by itself create a circumstance of meeting the criteria of a riverine/riparian area when the man-made, non-flow through, nature of the feature is taken into account. Therefore, it is determined that the westernmost feature is not a riverine riparian area.

5.1.3 Impacts

There is no impact to riparian resources because no evidence of any soils, plants or other features that meet the definition of 6.1.2 of the MSHCP occurs on site. The features on site are either erosional or man-made and non-flow through in nature. The criteria for riverine/riparian areas are not met on site. No further discussion is made

5.1.4 Mitigation

No mitigation is proposed as no impact will occur to potential jurisdictional waters and/or riverine/riparian areas. Therefore, a Determination of Biologically Equivalent or Superior Preservation (DBESP) report is not required for compliance with the MSHCP and no regulatory permits from the CDFW, USACE, or RWQCB necessary are required.

5.2 Vernal Pools

Vernal pools are seasonally inundated, ponded areas that only form in regions where specialized soil and climatic conditions exist. During fall and winter rains typical of Mediterranean climates, water collects in shallow depressions where downward percolation of water is prevented by the presence of a hard pan or clay pan layer (duripan) below the soil surface. Later in the spring when rains decrease and the weather warms, the water evaporates, and the pools generally disappear by May. The shallow depressions remain relatively dry until late fall and early winter with the advent of greater precipitation and cooler temperatures.

Vernal pools provide unusual "flood and drought" habitat conditions to which certain plant and wildlife species have specifically adapted as well as invertebrate species such as fairy shrimp.

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One of the factors for determining the suitability of the habitat for fairy shrimp would be demonstrable evidence of seasonal ponding in an area of topographic depression that is not subject to flowing waters. These astatic pools are typically characterized as vernal pools. More specifically, vernal pools are seasonal wetlands that occur in depression areas without a continual source of water. They have wetland indicators of all 3 parameters (soils, vegetation, and hydrology) during the wetter portion of the growing season but normally lack wetland indicators of hydrology and/or vegetation during the drier portion of the growing season. Obligate hydrophytes and facultative wetlands plant species are normally dominant during the wetter portion of the growing season. The determination that an area exhibits vernal pool characteristics and the definition of the watershed supporting vernal pool hydrology is made on a case-by-case basis. Such determinations should consider the length of time the area exhibits upland and wetland characteristics and the manner in which the area fits into the overall ecological system as a wetland. The seasonal hydrology of vernal pools provides for a unique environment, which supports plants and invertebrates specifically adapted to a regime of winter inundation, followed by an extended period when the pool soils are dry.

The MSHCP lists two general classes of soils known to be associated with special-status plant species; clay soils and Traver-Domino Willow association soils. The specific clay soils known to be associated with special-status species within the MSHCP plan area include Bosanko, Auld, Altamont, and Porterville series soils, whereas Traver-Domino Willows association includes saline-alkali soils largely located along floodplain areas of the San Jacinto River and Salt Creek. Without the appropriate soils to create the impermeable restrictive layer, none of the special-status species associated with vernal pools can occur on the project site.

5.2.1 *Methods*

Methods included a review of recent and historic aerial photographs (1994-2018) of the project site and its immediate vicinity, a review of soils data, and a site visit on July 1 and 8, and October 30 and 31, 2019 by Jericho field staff. The field visit included walking transects spaced at no more than 15 meters (approximately 50 feet) intervals to provide 100 percent visual coverage of the ground surface, looking for signs of clayey soils, ponding, cracking, mottling, etc.

5.2.2 *Existing Conditions and Results*

A review of recent and historic aerial photographs of the project site and its immediate vicinity did not provide visual evidence of an astatic or vernal pool conditions on or in the vicinity of the project site.

Soils in this area consist of Monserate sandy loam (5-8 percent slopes, eroded), Hanford course sandy loam (5-8 percent slopes, eroded), Monserate sandy loam (8-15 percent slopes, eroded), Monserate sandy loam (shallow, 5-15 percent slopes, eroded).

No ponding was observed on-site, further supporting the fact that the drainage patterns currently occurring on the project site do not follow hydrologic regimes needed for vernal pools, or astatic ponds.

From this review of historic aerial photographs and observations during the field investigations, it was concluded vernal pools or suitable fairy shrimp habitat occurs on the Project site, as no evidence of ponding was observed. Further, no special-status plant and wildlife species associated with vernal pools were observed during the field visits. Additionally, the routine disturbances on-site, and compacted soils also preclude vernal pools from existing on-site.

5.2.3 *Impacts*

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There are no impacts to vernal pools because none exist on site, and the soil type on site does not support the potential for vernal pools.

5.2.4 Mitigation

No mitigation is required because no vernal pools exist on site.

5.3 Fairy Shrimp

Fairy shrimp can be found in non-vernal pool features such as stock ponds, ephemeral pools, road ruts, human-made depressions, or other depressions that may pond water. If vernal pools or other suitable fairy shrimp habitats are located within the project site then fairy shrimp surveys must be conducted pursuant to USFWS Survey Guidelines for the Listed Large Branchiopods (May 31, 2015), which includes six listed fairy shrimp species, including those species covered under the MSHCP Section 6.1.2 which include but are not limited to:

- Riverside fairy shrimp (*Streptocephalus woottoni*)
- Santa Rosa Plateau fairy Shrimp (*Linderiella santarosae*)
- Vernal Pool fairy shrimp (*Branchinecta lynchi*)

No habitat features suitable for fairy shrimp exist on site. Therefore, evaluations for the presence of fairy shrimp were not warranted or required. No further discussion on fairy shrimp is made in this report.

5.4 Riparian Birds

Riparian Birds covered under the MSHCP such as the Least Bell's vireo (*Vireo bellii pusillus*) [LBVI], Southwestern willow flycatcher (*Empidonax trallii extimus*) [SWWF] and Yellow-billed cuckoo (*Coccyzus americanus*) [YBCU] are found only in well-developed riparian habitat. No habitat features suitable for any riparian birds exist on site. The entire site is surrounded by highly urbanized uses including freeways, roadways and dense single family residential. The shrub canopy is extremely sparse, fragmented, and too close to urbanized uses to be used by riparian birds. Therefore, evaluations for the presence of riparian birds were not warranted or required. No further discussion on riparian birds is made in this report.

6 PROTECTION OF NARROW ENDEMIC PLANT SPECIES (SECTION 6.1.3)

The MSHCP identifies the potential presence for a number of endemic plant species.

The MSHCP states that in general, habitat suitability assessments may be undertaken year-round, with the exception of vernal pool species for which habitat suitability assessments must be conducted during the rainy season. Species found in vernal pools and associated Habitats include the following Narrow Endemic Plant Species: San Diego ambrosia (*Ambrosia pumila*), spreading navarretia (*Navarretia fossalis*), California Orcutt grass (*Orcuttia californica*), and Wright's trichocoronis (*Trichocoronis wrightii* var. *wrightii*). Species found in vernal pools and associated Habitats include the following Criteria Area Survey plant species: San Jacinto Valley crownscale (*Atriplex coronator* var. *notator*), Parish's brittle scale (*Atriplex parishii*), Davidson's salt scale (*Atriplex serenana* var. *davidsonii*), thread-leaved brodiaea (*Brodiaea filifolia*), Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), little mousetail (*Myosurus minimus*), and prostrate navarretia (*Navarretia prostrata*) (MSHCP, Section 6.1.3)

The Project site does not fall within a Narrow Endemic Plant Species Survey Area (NEPSSA) and no further discussion is made in this document.

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7 ADDITIONAL SURVEY NEEDS AND PROCEDURES (SECTION 6.3.2)

The Project site is not mapped in a Criteria survey area for plants, mammals or amphibians. It is however, mapped in a Criteria survey area for burrowing owl - *Athene cunicularia hypugaea*. Surveys must be conducted within suitable habitat for species according to accepted protocols.

7.1 Burrowing Owl

The Project site is within a mapped survey area for burrowing owl, in accordance with MSHCP Figure 6-4 and a recent review of the RCA MSHCP Information GIS map.

Burrowing owl is currently designated as a California Species of Special Concern. The burrowing owl is a grassland specialist distributed throughout western North America where it occupies open areas with short vegetation and bare ground within shrub, desert, and grassland environments. Burrowing owls use a wide variety of arid and semi-arid environments with level to gently sloping areas characterized by open vegetation and bare ground. The western burrowing owl (*A.c. hypugaea*), which occurs throughout the western United States including California, rarely digs its own burrows and is instead dependent upon the presence of burrowing mammals (i.e., California ground squirrels [*Otospermophilus beecheyi*], coyotes, and badgers [*Taxidea taxus*]) whose burrows are often used for roosting and nesting. The presence or absence of colonial mammal burrows is often a major factor that limits the presence or absence of burrowing owls. Where mammal burrows are scarce, burrowing owls have been found occupying man-made cavities, such as buried and non-functioning drainpipes, stand-pipes, and dry culverts. They also require low growth or open vegetation allowing line-of-sight observation of the surrounding habitat to forage and watch for predators. In California, the burrowing owl breeding season extends from the beginning of February through the end of August.

Under the MSHCP burrowing owl is considered and adequately conserved covered species that may still require focused surveys in certain areas as designated in Figure 6-4 of the MSHCP. The survey for burrowing owl requires a systematic survey of all areas that provide suitable habitat plus a 150-meter (approximately 500 feet) zone of influence on all sides of suitable habitat, where applicable.

7.1.1 Methods

Jericho field staff conducted a BUOW habitat assessment on July 1 and 8 and July 1 and 8, and October 30 and 31, 2019 by walking transects spaced at approximately 15 meters (approximately 50 feet) intervals to provide 100 percent visual coverage of the ground surface determined to contain suitable habitat for BUOW. Adjacent areas that were not accessible on foot were surveyed with binoculars. Since the project site is bordered by transportation land uses to the south, west and north, and residential uses immediately to the east, a buffer area was not surveyed. Survey transects were orientated north to south and were conducted at a maximum of 30-meter (approximately 100 feet) intervals to ensure 100% visual coverage of all areas in suitable habitat, as applicable based on topography of the site. Areas providing potential habitat for burrowing owls were surveyed for suitable burrows, consisting of natural and non-natural substrates in areas with low, open vegetation.

The survey was during calm weather, Survey hours of spanned from 7:00 a.m. to 8:30 a.m. with temperatures ranging from 55 degrees Fahrenheit (° F) to 65° F and no wind.

All burrows encountered were examined for shape, scat, pellets, white-wash, feathers, tracks, and prey remains. The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls observed were recorded and mapped, with a hand-held GPS unit, if observed. Methods to detect presence of burrowing owls included direct observation, aural detection, and signs of presence;

MSHCP Consistency Analysis

including pellets, whitewash, feathers, or prey remains. Suitable burrows/sites, including rock piles and non-natural substrates, were thoroughly examined for signs of presence.

7.1.2 Conditions and Results

The vegetation on site is dense and above knee high and is not characterized as short or sparse. This dense grass loading is not preferred by BUOW. No evidence of California ground squirrel (*Spermophilus beecheyi*) along with very few fossorial mammal burrows were observed. No fossorial mammal dens were observed either. No burrows of appropriate size, aspect, and shape were located within the property site. Burrows observed were <2 inches in diameter.

Despite a systematic search of the entire site, no burrowing owls or recent or historic sign (molted feathers, whitewash, cast pellets or prey remains, or whitewash) was observed during the habitat assessment. Further, the extensive urbanization in the surrounding areas lends itself to predators such as dogs and cats. Per the literature review, the nearest documented BUOW occurrence is approximately 3 miles west of the survey area (CNDDDB, 2019). The site current site conditions for BUOW are not suitable to support BUOW and no evidence of BUOW was found in the survey area.

7.1.3 Impacts

No impacts can be identified in that no BUOW or BUOW sign was observed on the Project site.

7.1.4 Mitigation

To ensure there will be no impact to BUOW, a pre-construction survey is required. The suggested mitigation is as follows:

“Prior to issuance of a grading permit, the applicant shall perform a preconstruction survey that shall be conducted within 30 days prior to ground disturbance to avoid direct take of burrowing owls. If the results of the survey indicate that no burrowing owls are present on-site, then the project may move forward with grading, upon Planning Department approval. If burrowing owls are found to be present or nesting on-site during the preconstruction survey, then the following recommendations must be adhered to: Exclusion and relocation activities may not occur during the breeding season, which is defined as March 1 through August 31, with the following exception: From March 1 through March 15 and from August 1 through August 31 exclusion and relocation activities may take place if it is proven to the Lead Agency and/or appropriate agencies (if any) that egg laying or chick rearing is not taking place. This determination must be made by a qualified biologist.”

8 INFORMATION ON OTHER SPECIES

8.1 Delhi Sands Flower Loving Fly

The Project site does not fall within the Delhi soils mapped within the MSHCP baseline data.

8.2 Species Not Adequately Conserved

MSHCP Table 9-3 identifies 28 species where requirements must be met for those to be considered not adequately conserved. None of the species listed in the MSHCP Table 9-3 occur on or near the Project site. Therefore, there is no further action required.

MSHCP Consistency Analysis

9 GUIDELINES PERTAINING TO THE URBAN/WILDLANDS INTERFACE (SECTION 6.1.4)

The MSHCP Section 6.1.4 Guidelines are intended to address indirect effects associated with locating Development in proximity to the MSHCP Conservation Area, where applicable. The Project site is not in proximity to any MSHCP Conservation Areas and no further discussion is made in this document.

The Project Site is not located within a Criteria Cell. Therefore, the MSHCP guidelines pertaining to Urban/Wildlands Interface for the management of edge factors such as lighting, urban runoff, toxics, and domestic predators do not apply.

10 BEST MANAGEMENT PRACTICES (VOLUME I, APPENDIX C)

This section of the report is designed to describe and comment as to the necessity of implementation of the BMPs identified in Volume 1, Appendix C. The BMPs and their applicability to the Project is identified in Table 1.

**Table 1
MSHCP Best Management Practices Applicability (Volume 1, Appendix C)**

BMP No.	BMP	Applicable Yes or No	Comment
1	A condition shall be placed on grading permits requiring a qualified biologist to conduct a training session for project personnel prior to grading. The training shall include a description of the species of concern and its habitats, the general provisions of the Endangered Species Act (Act) and the MSHCP, the need to adhere to the provisions of the Act and the MSHCP, the penalties associated with violating the provisions of the Act, the general measures that are being implemented to conserve the species of concern as they relate to the project, and the access routes to and project site boundaries within which the project activities must be accomplished.	No	There are no sensitive species within or near the Project site.
2	Water pollution and erosion control plans shall be developed and implemented in accordance with RWQCB requirements.	Yes	The site will include grading and development.
3	The footprint of disturbance shall be minimized to the maximum extent feasible. Access to sites shall be via pre-existing access routes to the greatest extent possible.	No	Intent is to develop entire site. Access will be provided via Ironwood and Day Street.
4	The upstream and downstream limits of projects disturbance plus lateral limits of disturbance on either side of the stream shall be clearly defined and marked in the field and reviewed by the biologist prior to initiation of work.	No	There are no streambed resources on or near the site, only erosional features.

MSHCP Consistency Analysis

BMP No.	BMP	Applicable Yes or No	Comment
5	Projects should be designed to avoid the placement of equipment and personnel within the stream channel or on sand and gravel bars, banks, and adjacent upland habitats used by target species of concern.	No	There are no streambed resources on or near the site, only erosional features.
6	Projects that cannot be conducted without placing equipment or personnel in sensitive habitats should be timed to avoid the breeding season of riparian identified in MSHCP Global Species Objective No. 7.	No	There are no streambed resources on or near the site, only erosional features.
7	When stream flows must be diverted, the diversions shall be conducted using sandbags or other methods requiring minimal instream impacts. Silt fencing of other sediment trapping materials shall be installed at the downstream end of construction activity to minimize the transport of sediments offsite. Settling ponds where sediment is collected shall be cleaned out in a manner that prevents the sediment from reentering the stream. Care shall be exercised when removing silt fences, as feasible, to prevent debris or sediment from returning to the stream.	No	There are no streambed resources on or near the site, only erosional features.
8	Equipment storage, fueling, and staging areas shall be located on upland sites with minimal risks of direct drainage into riparian areas or other sensitive habitats. These designated areas shall be in such a manner as to prevent any runoff from entering sensitive habitat. Necessary precautions shall be taken to prevent the release of cement or other toxic substances into surface waters. Project related spills of hazardous materials shall be reported to appropriate entities including but not limited to applicable jurisdictional city, FWS, and CDFG, RWQCB and shall be cleaned up immediately and contaminated soils removed to approved disposal areas.	No	There are no streambed resources on or near the site, only erosional features.
9	Erodible fill material shall not be deposited into water courses. Brush, loose soils, or other similar debris material shall not be stockpiled within the stream channel or on its banks.	No	There are no streambed resources on or near the site, only erosional features.
10	The qualified project biologist shall monitor construction activities for the duration of the project to ensure that practicable measures are being employed to avoid incidental disturbance of habitat and species of concern outside the project footprint.	No	The site is surrounded by existing development.
11	The removal of native vegetation shall be avoided and minimized to the maximum extent practicable. Temporary impacts shall be returned to pre-existing	No	Vegetation on-site is mostly non-native grasses and ruderal with very sparse native

MSHCP Consistency Analysis

BMP No.	BMP	Applicable Yes or No	Comment
	contours and revegetated with appropriate native species.		elements such as buckwheat, brittle brush, mulefat and willow
12	Exotic species that prey upon or displace target species of concern should be permanently removed from the site to the extent feasible.	No	Entire site will be developed.
13	To avoid attracting predators of the species of concern, the project site shall be kept as clean of debris as possible. All food related trash items shall be enclosed in sealed containers and regularly removed from the site(s).	Yes	Standard measure.
14	Construction employees shall strictly limit their activities, vehicles, equipment, and construction materials to the proposed project footprint and designated staging areas and routes of travel. The construction area(s) shall be the minimal area necessary to complete the project and shall be specified in the construction plans. Construction limits will be fenced with orange snow screen. Exclusion fencing should be maintained until the completion of all construction activities. Employees shall be instructed that their activities are restricted to the construction areas.	Yes	Standard measure.
15	The Permittee shall have the right to access and inspect any sites of approved projects including any restoration/enhancement area for compliance with project approval conditions including these BMPs.	Yes	Standard measure.

MSHCP Consistency Analysis

11 REFERENCES

- USFWS (United States Fish and Wildlife Service). 2000. *Southwestern Willow Flycatcher Protocol Revision 2000*. Sacramento, California: USFWS. <https://www.fws.gov/pacific/ecoservices/endangered/recovery/documents/SWWFlycatcher.2000.protocol.pdf>
- USFWS. 2001. *Least Bell's Vireo Survey Guidelines*. January 19, 2001. Sacramento, California: USFWS. https://www.fws.gov/cno/es/Recovery_Permitting/birds/least_bells_vireo/LeastBellsVireo_SurveyGuidelines_20010119.pdf
- USFWS. 2015. *A Natural History Summary and Survey Protocol for the Western Distinct Population Segment of the Yellow-Billed Cuckoo*. Prepared by M. Halterman, M.J. Johnson, J.A. Holmes, and S.A. Laymon. Sacramento, California: USFWS. April 2015. https://www.fws.gov/southwest/es/Documents/R2ES/YBCU_SurveyProtocol_FINAL_DRAFT_22Apr2015.pdf
- USFWS. May 31, 2015. *Survey Guidelines for Listed Large Branchiopods*.

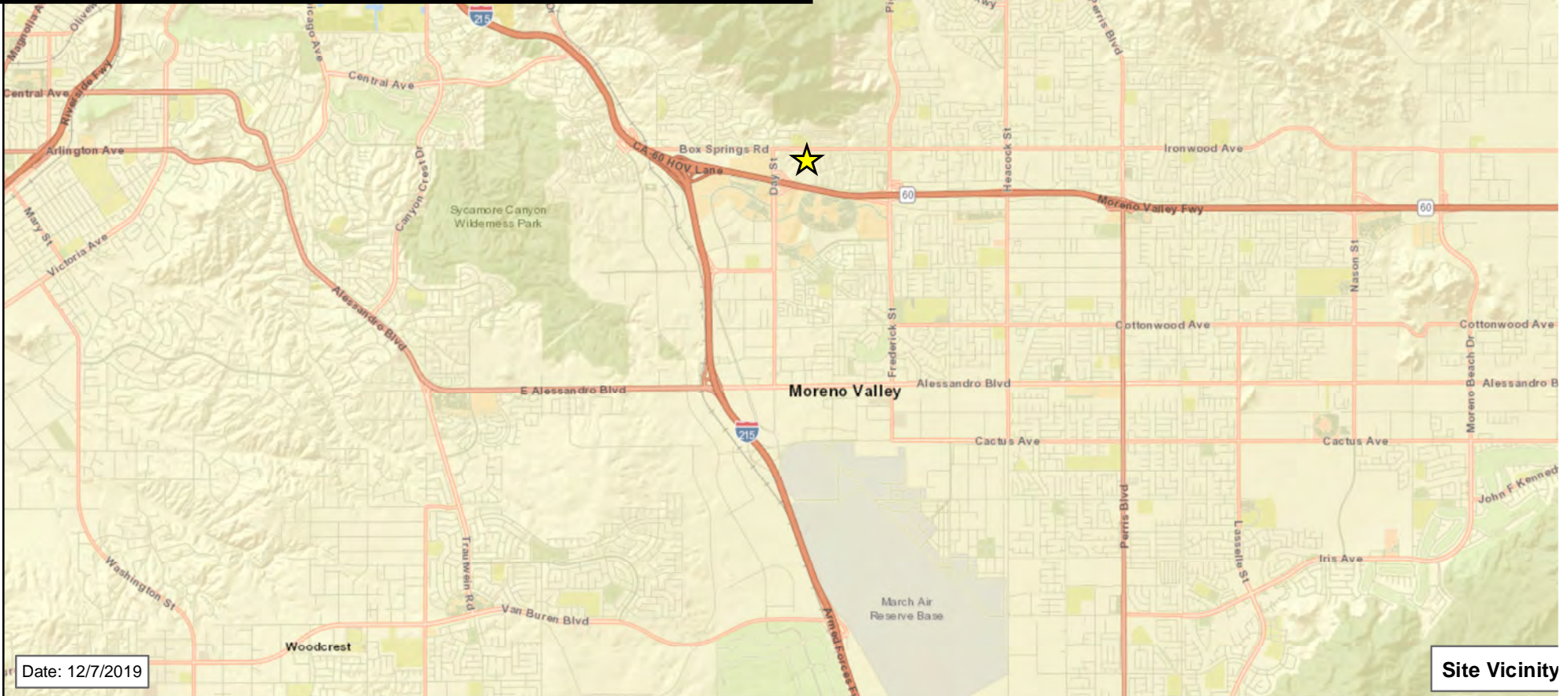
12 SUPPORTING APPENDICES

Appendix A –Biological Resources and Habitat Suitability Assessment

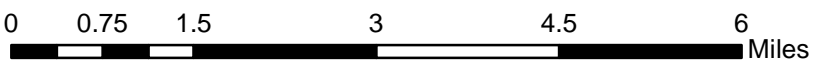


Legend

★ Site Location



Date: 12/7/2019



Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Figure 1 - Regional Overview Site Vicinity

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA



Legend

Project Boundary

Date: 12/7/2019

Site Location

0 0.05 0.1 0.2 0.3 0.4 Miles

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 2
Project Location

Gresham Savage: Towngate Highlands Project
Southeast Corner of Ironwood Ave and Day St.
Moreno Valley, **Packet Pg. 1116**

Attachment: Appendix B - Western Riverside County MSHCP Consistency Analysis (4106 : PEN19-0151)

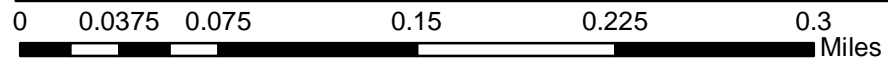


Legend

- Project Boundary
- Soils**
- Monserate sandy loam, 5 to 8 percent slopes, eroded
- Monserate sandy loam, 8 to 15 percent slopes, eroded
- Monserate sandy loam, shallow, 5 to 15 percent slopes, eroded

Date: 12/7/2019

Site Location



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 3
Soils (USDA Soil Survey)

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA



Legend

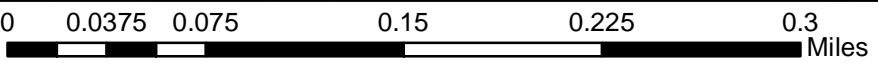
Project Boundary

RCA MSHCP 2012 Vegetation Classifications

- Coastal Sage Scrub
- Developed/Disturbed Land
- Riparian Scrub, Woodland, Forest

Date: 12/7/2019

Site Location



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 4a
RCA Vegetation Layer (2012)

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA

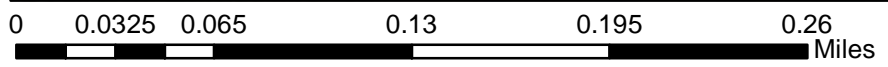


Legend

- Project Boundary
- Coastal Sage/Riparian Scrub
- Disturbed Non-Native Grassland
- Disturbed Riparian Scrub

Date: 12/7/2019

Site Location



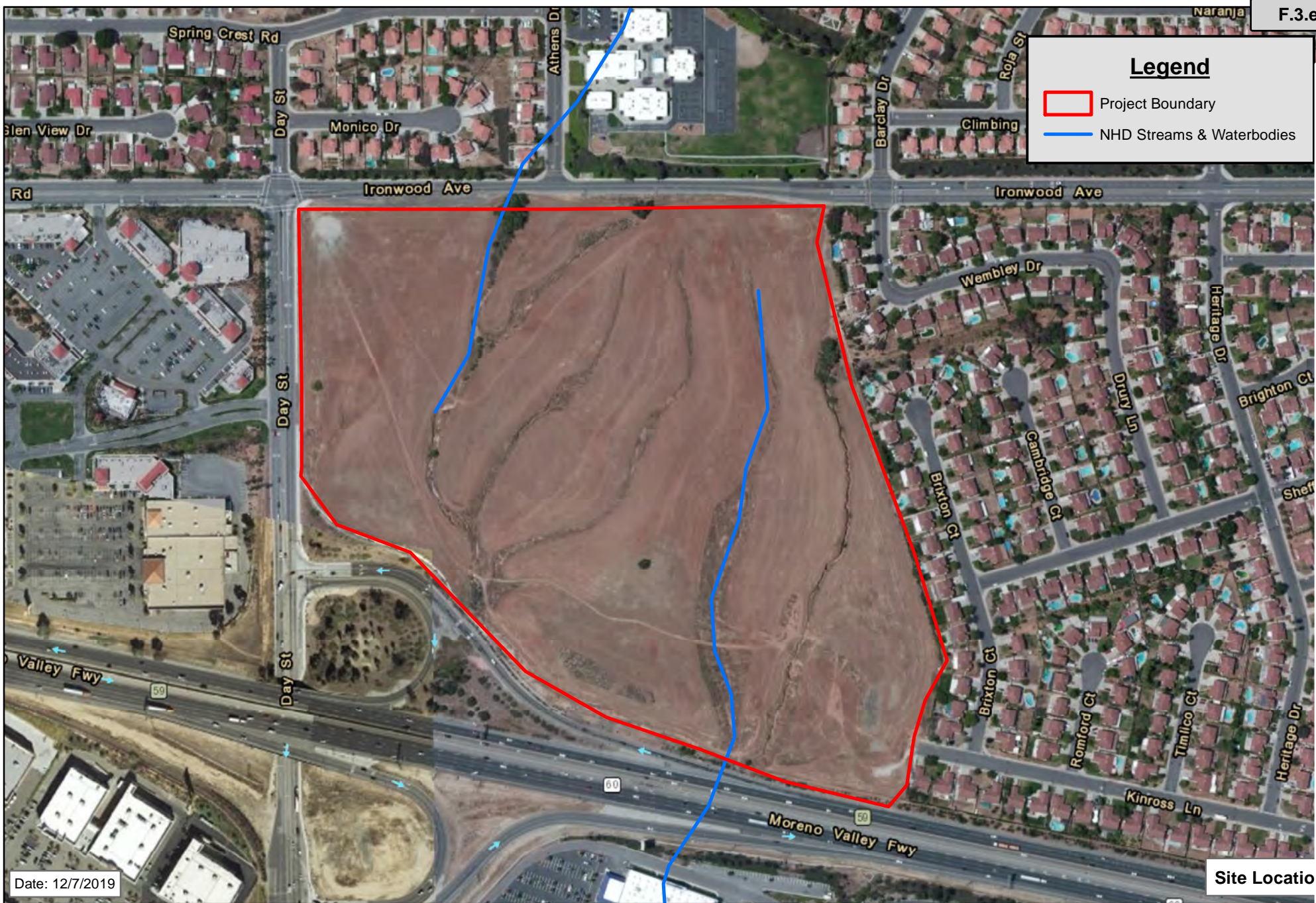
Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 4b
Observed Vegetation (2019)

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, Packet Pg. 1119

Attachment: Appendix B - Western Riverside County MSHCP Consistency Analysis (4106 : PEN19-0151)

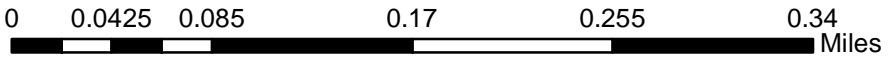


Legend

- Project Boundary
- NHD Streams & Waterbodies

Date: 12/7/2019

Site Location

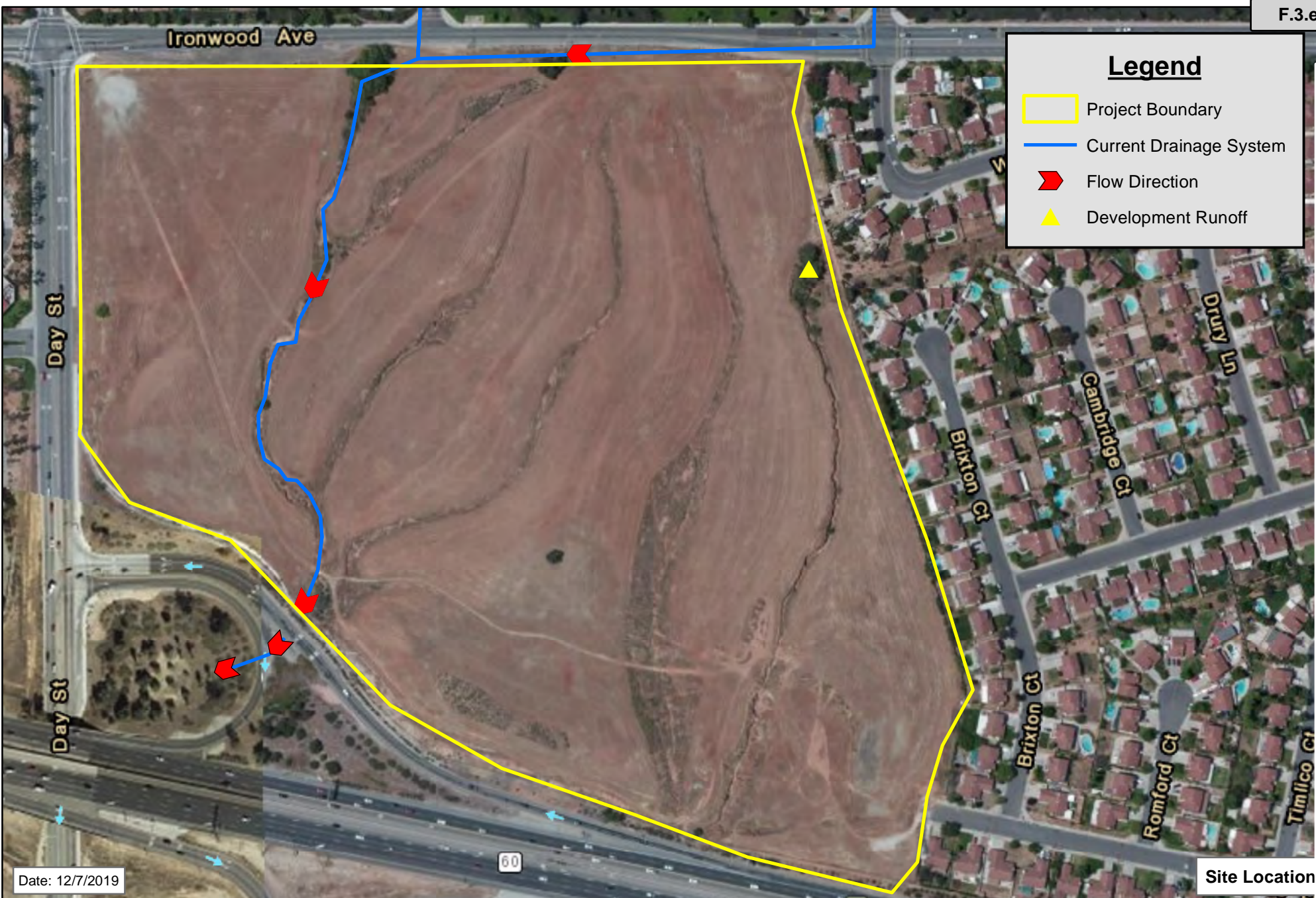


Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 5
 National Hydrography Dataset (NHD)
 Blueline Streams & Waterbodies

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA

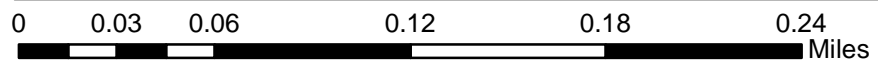


Legend

- Project Boundary
- Current Drainage System
- ➔ Flow Direction
- ▲ Development Runoff

Date: 12/7/2019

Site Location



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors
 Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Figure 5b
Present Drainage Flow

Gresham Savage: Towngate Highlands Project
 Southeast Corner of Ironwood Ave and Day St.
 Moreno Valley, CA



INFORMATION SUMMARY

- A. Report Date: September 3rd, 2019
- B. Report Title: MSHCP Focused Burrowing Owl Surveys for the 51.51-Acre Ironwood Avenue TPM 37750 Project, City of Moreno Valley, California.
- C. Case #: N/A
- D. APN#s: 291-100-054 and 291-100-055.
- E. Project Location: USGS 7.5' series Riverside East Quadrangle, Riverside County, Township 3 South, Range 4 West, Section 2, South of Ironwood Avenue, East of Day Street and North of State Route 60 as shown in Attachment A, *Regional Location Map* and Attachment B, *Biological Resources Map*.
- F. Applicant: M&F Development Company
3425 Via Lido, Suite 250
Newport Beach, CA 92663
Contact: Paul C. Bernard (949) 723-7100
- G. MOU Principal: Cadre Environmental
701 Palomar Airport Road, Suite 300
Carlsbad, CA. 92011
Contact: Ruben S. Ramirez, Jr. (949) 300-0212
USFWS permit #TE780566-14, CDFW 02243
- H. Date of Surveys: August 26th, 28th, 30th, and 31st 2019.
- I. Summary: The 51.51-acre project site is dominated by disturbed/ruderal developed, Riversidean sage scrub, southern willow scrub, mule fat scrub and ornamental (exotic) vegetation communities as shown in Attachment B, *Biological Resources Map*, and Attachments C and D, *Current Project Site Photographs*.
- The project site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Reche Canyon/Badlands Area Plan. The project site is not located within a MSHCP criteria area, group, or linkage area.

The MSHCP has determined that all of the sensitive species potentially occurring onsite have been adequately covered (MSHCP Table 2-2 Species Considered for Conservation Under the MSHCP Since 1999, 2004). However, additional surveys may be required for specific wildlife species if suitable habitat is documented onsite and/or if the property is located within a predetermined “Survey Area” (MSHCP 2004).

The majority of the project site occurs within a predetermined Survey Area for the burrowing owl. Suitable burrowing owl refugia and foraging habitat was documented within the project site during the initial focused survey conducted on August 26th, 2019. Focused MSHCP burrowing owl surveys were conducted to determine the presence, absence and status of the species within the project site. Surveys were conducted by Cadre Environmental during the summer of 2019.

No burrowing owl or characteristic sign such as white-wash, feathers, tracks, or pellets were detected within the project site during the 2019 survey effort.

At a minimum, a 30-day preconstruction survey will be required immediately prior to any ground disturbance activities to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP. If no construction related project is approved or initiated onsite within two (2) years, updated MSHCP burrowing owl focused surveys should be initiated.

SUBJECT

MSHCP Focused Burrowing Owl Surveys for the 51.51-Acre Ironwood Avenue TPM 37750 Project Site, City of Moreno Valley, California.

This report presents the findings of focused burrowing owl surveys conducted for the 51.51-acre Ironwood Avenue TPM 37750 project site (“Project Site”) located within the City of Moreno Valley, California.

The Project Site is located in Western Riverside County and is located on the U.S. Geological Survey (USGS) 7.5’ series Riverside East Quadrangle, Township 3 South, Range 4 West, Section 2 (APN’s 291-100-054 and 29-100-055), south of Ironwood Avenue, east of Day Street, and north of State Route 60. The Project Site is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Reche Canyon/Badlands Plan Area and is not located within an MSHCP Criteria Cell, Group, or Linkage Area.

This report incorporates the findings of a literature review, compilation of existing documentation, and a field reconnaissance and focused surveys conducted on August 26th, 28th, 30th, and 31st 2019.

This documentation is consistent with accepted scientific and technical standards and the requirements of the MSHCP. When appropriate, general biological resources are described in summary form in an effort to provide the reader with adequate background information.

METHODS OF STUDY

APPROACH

Prior to visiting the Project Site, a review of all available and relevant data on the biological characteristics, sensitive habitats, and species potentially present on or adjacent to the Project Site was conducted. Additionally, aerial photography, and USGS topographic map data were examined. After reviewing the available information, Cadre Environmental conducted a physical site assessment/burrow and focused survey.

As required by the MSHCP, and during the initial property assessment process, all Project Site APN’s were searched using the Regional Conservation Authority MSHCP GIS database to determine if additional surveys for wildlife not adequately covered by the MSHCP may be required. The majority of the Project Site is located within a predetermined Survey Area for the burrowing owl.

Plant Community/Habitat Classification and Mapping

Plant communities were preliminarily mapped during the initial focused survey conducted on August 26th 2019 with the aid of an aerial photograph using the MSHCP uncollapsed vegetation communities classification system. When a vegetation community could not be accurately characterized using this classification system, an updated community classification code was developed to more accurately represent onsite habitat types.

General Wildlife Inventory

All animals identified during the reconnaissance and focused burrowing owl surveys by sight, call, tracks, scat, or other characteristic sign were recorded. In addition to species actually detected, expected use of the site by other wildlife was derived from the analysis of habitats on the site, combined with known habitat preferences of regionally occurring wildlife species.

Vertebrate taxonomy followed in this report is according to the Center for North American Herpetology (2019 for amphibians and reptiles), the American Ornithologists' Union (1988 and supplemental) for birds, and Baker et al. (2003) for mammals. Both common and scientific names are used during the first mention of a species; common names only are used in the remainder of the text.

Burrowing Owl Surveys

In accordance with the MSHCP Burrowing Owl Survey Instructions (2006), survey protocol consists of two steps, Step I – Habitat Assessment and Step II – Locating Burrows and Burrowing Owls. Step II is comprised of two parts, Part A: Focused Burrow Surveys and Part B: Focused Burrowing Owl Surveys.

Each step is briefly outlined below, followed by the methodology and results of each survey conducted within the Project Site. All initial habitat assessment, burrow and focused surveys were conducted by Ruben Ramirez.

Surveys were conducted during weather that is conducive to observing owls outside their burrows and detecting burrowing owl sign. Surveys were not conducted during rain, high winds (> 20 mph), dense fog, or temperatures over 90 °F. None of the surveys were conducted within five (5) days of measurable precipitation.

In addition to the MSHCP guidelines, field notes were taken daily. These notes recorded the date, location, animal species observed, and general habitat characteristics of each area and habitat examined that day.

Step I – Habitat Assessment

Step 1 of the MSHCP habitat assessment for burrowing owl consists of a walking survey to determine if suitable habitat is present onsite. Cadre Environmental conducted the habitat assessment on August 26th 2019. Upon arrival at the Project Site, and prior to initiating the assessment survey, Cadre Environmental used binoculars to scan all suitable habitats on the property, including perch locations, to ascertain owl presence.

All suitable areas of the Project Site were surveyed on foot by walking slowly and methodically while recording/mapping areas that may represent suitable owl habitat onsite. Primary indicators of suitable burrowing owl habitat in western Riverside County include, but are not limited to, native and non-native grassland, interstitial grassland within shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made by fossorial mammals, such as ground squirrels (*Otospermophilus beecheyi*) or badgers (*Taxidea taxus*), but they often utilize man-made structures, such as earthen berms, cement culverts, cement, asphalt, rock, wood debris piles, openings beneath cement or asphalt pavement. Burrowing owls are often found within, under, or in close proximity to man-made structures.

According to the MSHCP guidelines, if suitable habitat is present, the biologist should also walk the perimeter of the property, which consists of a 150-meter (approximately 500 feet) buffer zone around the Project Site boundary. If permission to access the buffer area cannot be obtained, the biologist shall not trespass, but visually inspect adjacent habitats with binoculars.

Results from the habitat assessment indicate that suitable resources for burrowing owl are present throughout the Project Site. Accordingly, if suitable habitat is documented onsite or within adjacent habitats, both Step II, focused surveys and the 30-day pre-construction surveys are required in order to comply with the MSHCP guidelines.

Step II – Locating Burrows and Burrowing Owls

Concurrent with the initial habitat assessment, a detailed focused burrow survey was conducted and included documentation of appropriately sized natural burrows or suitable man-made structures that may be utilized by burrowing owl - as part of the MSHCP protocol, which is described below under Part A. Focused Burrow Survey. The MSHCP protocol indicated that no more than 100 acres should be surveyed per day/per biologist.

Part A: Focused Burrow Survey

A systematic survey for burrows, including burrowing owl sign (white-wash, feathers, tracks, or pellets), was conducted by walking across and adjacent to all suitable habitats mapped within the Project Site on August 26th, 2019. All observations of suitable burrows or dens, natural or man-made, or sightings of burrowing owl, were recorded and mapped during the survey.

Part B: Focused Burrowing Owl Surveys

Four (4) focused burrowing owl surveys were conducted on August 26th, 28th, 30th, and 31st 2019 from one hour before sunrise to two hours after sunrise as outlined in Table 1, *Burrowing Owl Survey Schedule*. Pedestrian survey transects were spaced to allow 100% visual coverage. To the extent possible and practicable, the distances between transect centerlines were no more than 20 meters (approximately 66 ft.) apart. During visual surveys, all potentially suitable burrow or structure entrances were investigated for signs of owl occupation, such as feathers, tracks, or pellets, and carefully observed to determine if burrowing owls utilize these features, when present. All burrows are monitored at a short distance from the entrance, and at a location that would not interfere with potential owl behavior, when present.

Table 1 – Burrowing Owl Survey Schedule

Survey	Dates (Conditions) 2019	Results
1	August 26 th - 70°F to 86°F, winds 2-8 mph, no rain	No owls detected
2	August 28 th - 69°F to 88°F, winds 4-8 mph, no rain	No owls detected
3	August 30 th - 72°F to 90°F, winds 0-6 mph, no rain	No owls detected
4	August 31 st - 70°F to 87°F, winds 2-10 mph, no rain	No owls detected

EXISTING CONDITIONS

The majority of the Project Site is characterized as disturbed/ruderal with several incised drainages bisecting the property in a north south direction. Elevations onsite range between 1,776 feet above mean sea level (AMSL) in the extreme northeast region of the Project Site to 1,660 feet AMSL along the southern boundary.

Plant Community/Habitat Classification**Disturbed/Ruderal (D/R)**

The County of Riverside¹ has mapped the property as non-native grassland. At the

¹ Vegetation-Riverside County GIS-ARC GIS. Agriculture. Description: these polygons represent Western Riverside County's Vegetation types. It was originally obtained from WRCOG and produced by KTUA consultants. Source date

time of investigation in 2019, portions of the property have been recently disked and/or mowed, but otherwise the site is dominated by non-native ruderal plants. This vegetation community is comprised of London rocket (*Sisymbrium irio*), stink-net (*Oncosiphon piluliferum*), southern thistle (*Salsola australis*), black mustard (*Brassica nigra*), puncture vine (*Tribulus terrestris*), tumbling pigweed (*Amaranthus albus*), horseweed (*Erigeron canadensis*), red stemmed filaree (*Erodium cicutarium*), and tocalote (*Centaurea melitensis*). Non-native grasses documented onsite include red brome (*Bromus madritensis* subsp. *rubens*), rippgut grass (*Bromus diandrus*), and wild oats (*Avena fatua*). Native forbs common in disturbed habitats and detected onsite include telegraph weed (*Heterotheca grandiflora*), rattlesnake weed (*Euphorbia albomarginata*), western ragweed (*Ambrosia psilostachya*), common fiddleneck (*Amsinckia menziesii*) vinegar weed (*Trichostema lanceolatum*), and doveweed (*Croton setigerus*).

Riversidean Sage Scrub (RSS)

Several patches of Riversidean sage scrub are scattered throughout the Project Site including the adjacent terrace regions of the drainage features. Common species documented within this vegetation community includes common sand aster (*Corethrogyne filaginifolia*), brittlebush (*Encelia farinosa*), California sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), and pinebush (*Ericameria pinifolia*).

Southern Willow Scrub (SWS)

Several patches of southern willow scrub are located within the ephemeral drainages documented onsite. Common species documented within this vegetation community include Gooding's willow (*Salix gooddingii*), mule fat (*Baccharis salicifolia*), curly dock (*Rumex crispus*), annual beard grass (*Polypogon monspeliensis*) and castor bean (*Ricinus communis*).

Mule Fat Scrub (MFS)

A single patch of mule fat scrub dominated by mule fat was documented in the central region of the project within the western incised drainage.

Ornamental (ORN)

Several ornamental trees were documented onsite including Persian turpentine tree

approximately 1994. RBF consultants made minor updates through field verification. Available: http://data-countyofriverside.opendata.arcgis.com/datasets/a479299547054233a483325069b394c6_4. Accessed August 2019.

(*Pistacia atlantica*), Peruvian pepper (*Schinus molle*), Brazilian pepper (*Schinus terebinthifolius*), Mexican fan palm (*Washingtonia robusta*), and tamarisk (*Tamarisk* sp.).

Developed (DEV)

A small reach of Ironwood Avenue extends into the Project Site in the north central region of the property.

Representative distribution and photographs of these habitat types are illustrated in Attachment B, *Biological Resources Map* and Attachment C and D, *Current Project Site Photographs*.

WILDLIFE POPULATIONS

General wildlife species documented onsite or within the vicinity during the site visits and/or during focused surveys include but are not limited to western fence lizard (*Sceloporus occidentalis*), side-blotched lizard (*Uta stansburiana*), turkey vulture (*Cathartes aura*), red-tailed hawk (*Buteo jamaicensis*), rock dove (*Columba livia*), mourning dove (*Zenaida macroura*), Anna's hummingbird (*Calypte anna*), black phoebe (*Sayornis nigricans*), Say's phoebe (*Sayornis saya*), American crow (*Corvus brachyrhynchos*), European starling (*Sturnus vulgaris*), western meadowlark (*Sturnella neglecta*), house finch (*Haemorhous mexicanus*), lesser goldfinch (*Spinus psaltria*).

RESULTS

Suitable burrowing owl foraging habitat and roost sites were documented within the Project Site. However, no burrowing owl or characteristic sign including white-wash, feathers, tracks, or pellets were detected within the Project Site during the 2019 survey effort.

At a minimum, a 30-day preconstruction survey will be required immediately prior to any ground disturbance activities to ensure protection for this species and compliance with the conservation goals as outlined in the MSHCP. If no construction related project is approved or initiated onsite within two (2) years, updated MSHCP burrowing owl focused surveys should be initiated.

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ATTACHMENTS

Attachment A - Regional Location Map

Attachment B - Biological Resources Map


Attachment C - Current Project Site Photographs

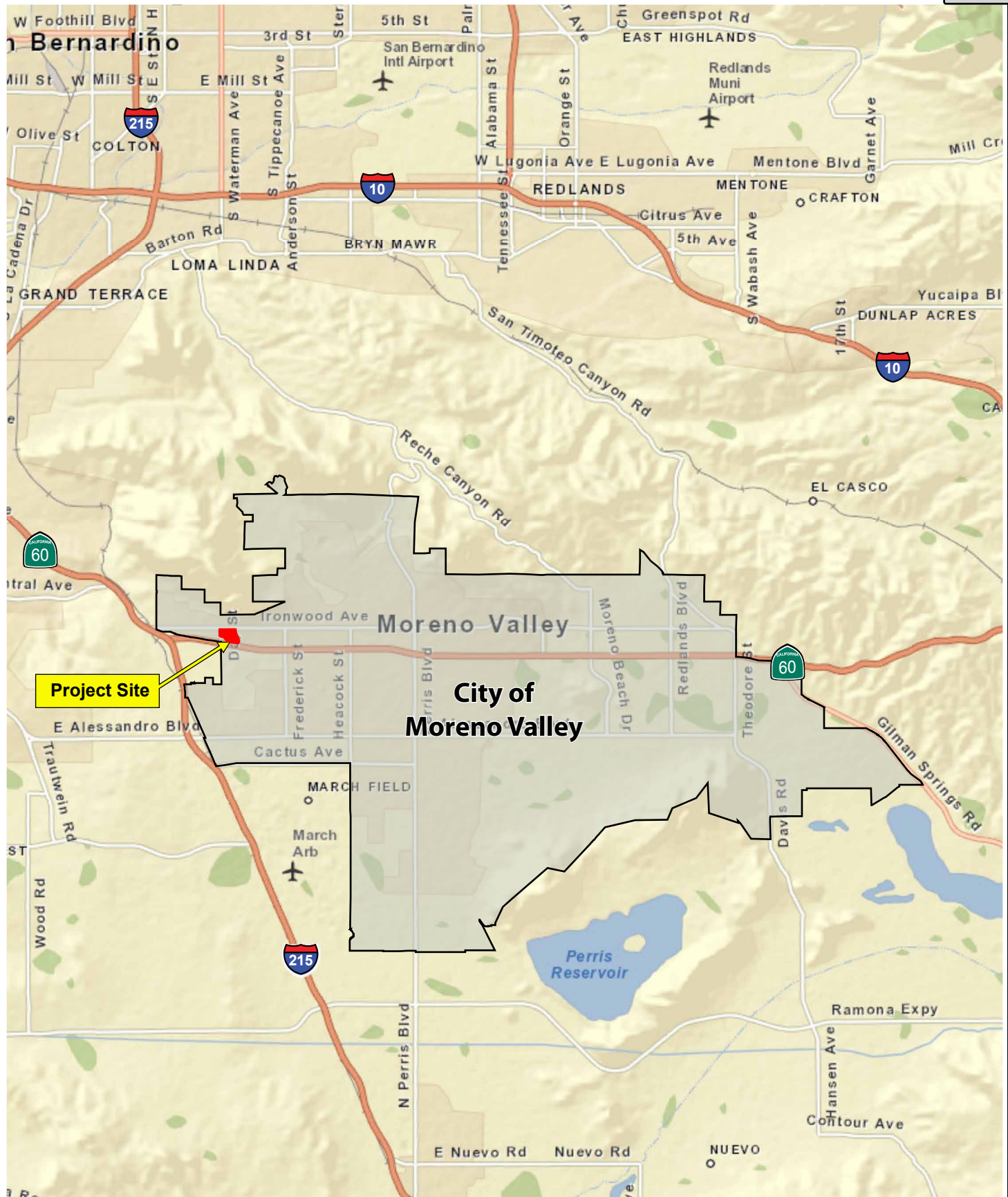
Attachment D - Current Project Site Photographs

Certification

"I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this biological evaluation, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief."

Author:  Date: September 3rd, 2019

Fieldwork Performed By:  Date: September 3rd, 2019

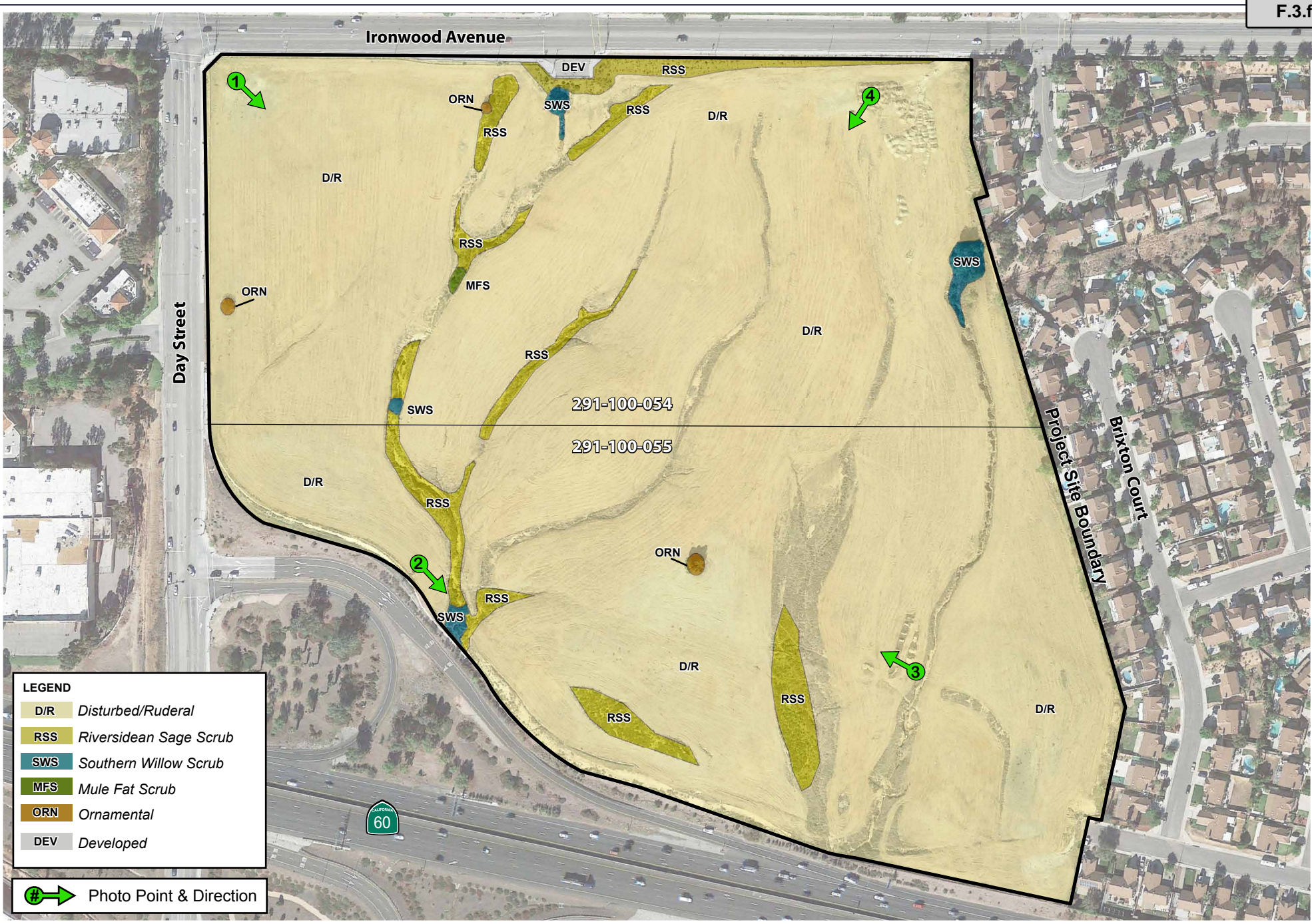


APNs 291-100-054 and 291-100-055

Attachment A - Regional Location Map

*MSHCP Burrowing Owl Focused Surveys
Ironwood Project Site - TPM 37750, City of Moreno Valley*





LEGEND

D/R	Disturbed/Ruderal
RSS	Riversidean Sage Scrub
SWS	Southern Willow Scrub
MFS	Mule Fat Scrub
ORN	Ornamental
DEV	Developed

→ Photo Point & Direction

Attachment B - Biological Resources Map
 MSHCP Burrowing Owl Focused Surveys
 Ironwood Project Site - TPM 37750, City of Moreno Valley





PHOTOGRAPH 1 - Southeast view of Project Site from northwest corner near Ironwood Avenue and Day Street intersection.



PHOTOGRAPH 2 - Eastward view of southern region of Project Site adjacent to State Route 60.

Refer to Att B for Photographic Key

Attachment C - Current Project Site Photographs

MSHCP Burrowing Owl Focused Surveys

Ironwood Project Site - TPM 37750, City of Moreno Valley





PHOTOGRAPH 3 - Northwest view of Project Site from southeast region.



PHOTOGRAPH 4 - Southwest view of Project Site from northeast corner adjacent to Ironwood Avenue.

Refer to Att B for Photographic Key

Attachment D - Current Project Site Photographs

MSHCP Burrowing Owl Focused Surveys

Ironwood Project Site - TPM 37750, City of Moreno Valley



CULTURAL RESOURCES ASSESSMENT

Towngate Highlands Project

Moreno Valley, Riverside County, California

Prepared for:

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Project No. JER1901

Data Base (NADB) Information:

Type of Study: Reconnaissance Survey

Resources Recorded: None

USGS Quadrangle: 7.5-minute Riverside East, California (1980)



BCRCONSULTING LLC

November 22, 2019

MANAGEMENT SUMMARY

BCR Consulting LLC (BCR Consulting) is under contract to Jericho Systems, Inc. to complete a Cultural Resources Assessment of the Towngate Highlands Project (the project) located in the City of Moreno Valley, Riverside County, California. A cultural resources records search, reconnaissance level pedestrian field survey, Sacred Lands File search with the Native American Heritage Commission, and paleontological resources overview were conducted for the project in partial fulfillment of the California Environmental Quality Act (CEQA). The records search revealed that 22 cultural resource studies have taken place resulting in the recording of 32 cultural resources within one mile of the project site. Of the 22 previous studies, two have assessed the project site resulting in no cultural resources recorded within its boundaries. During the field survey, BCR Consulting did not discover any cultural resources, including prehistoric or historic-period archaeological sites or historic-period buildings, within the project boundaries. However, since numerous prehistoric cultural resources have been recorded in the vicinity (some with buried components) the project site is considered sensitive for buried cultural resources.

Based on these results, BCR Consulting recommends that a professional archaeological monitor be present to monitor any ground-disturbing activities associated with the proposed project. The monitor should work under the direct supervision of a Cultural Resource Professional that meets the Secretary of the Interior's Professional Qualification Standards for Archaeology (qualified archaeologist). The monitor should be authorized to temporarily stop and divert construction equipment to investigate any areas suspected to contain cultural resources. Excavation would cease in the area surrounding any cultural resource discoveries until the qualified archaeologist can evaluate the discovery for California Register of Historical Resources eligibility. Evaluations should take place in consultation with the City and any participating Native American entities. Non-eligible resources would not merit further consideration. Eligible discoveries would be mitigated by avoidance or data recovery.

If human remains are encountered during any proposed project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery.

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A: PROJECT PHOTOGRAPHS

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INTRODUCTION

BCR Consulting LLC (BCR Consulting) is under contract to Jericho Systems, Inc. to complete a Cultural Resources Assessment of the Towngate Highlands Project (the project) located in the City of Moreno Valley, Riverside County, California. A cultural resources records search, reconnaissance level pedestrian field survey, paleontological overview, and Sacred Lands File search with the Native American Heritage Commission (NAHC) were conducted for the project site in partial fulfillment of the California Environmental Quality Act (CEQA). The project site is located within Section 2 of Township 3 South, Range 4 West, San Bernardino Baseline and Meridian. It is depicted on the United States Geological Survey (USGS) *Riverside East, California* (1980) 7.5-minute topographic quadrangles (Figure 1).

NATURAL SETTING

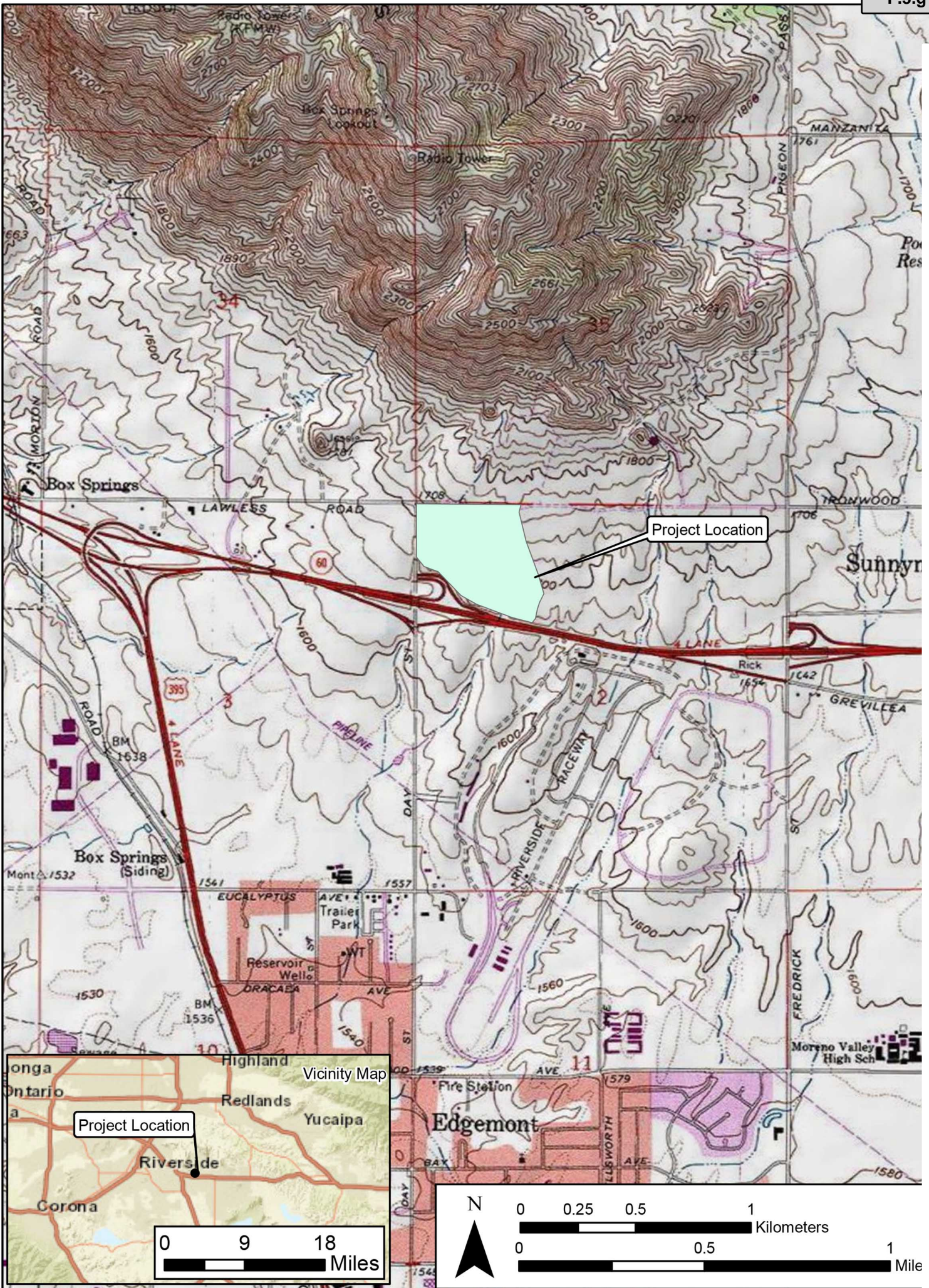
The elevation of the project site ranges from approximately 1656 to 1771 feet above mean sea level (AMSL). It exhibits a southwesterly aspect and occupies a portion of the San Jacinto River watershed. The project site has been subject to severe disturbances from mechanical vegetation abatement, and some modern dumping. Coastal sage scrub, oak woodland, and riparian habitat vegetation communities are typical of the area. For details on local prehistoric (particularly Luiseño) use of plant and animal species, see Bean and Shipek (1978:552) and Oxendine (1983:19-29). Sparkman (1908) and Bean and Saubel (1972) can be referenced to review prehistoric harvesting and processing methods, and seasons and conditions in which edible plants grow locally.

The project site is located in the Peninsular Range geologic province of California that encompasses western Riverside County. It occupies the eastern margin of the Perris Block (Kenney 1999), which is bounded on the east by the San Jacinto Fault (Reynolds 1988, Morton 1972, 1977). Crystalline rocks present in the region include late Jurassic and Cretaceous granitics of the southern California batholith. These resistant rocks weather to form gray or tan colored, boulder-covered conical buttes and hills. Locally, a thin veneer of Holocene soils typically obscures late Pleistocene sediments that often erode away to reveal the base of local boulder outcrops (Rogers 1965). During prehistory in Western Riverside County the boulders that form such outcrops were widely utilized as milling slicks for seed processing, although no boulders of this type were observed in the project site area. Decomposing granite in the form of brown silty sand dominates sediments within the project.

CULTURAL SETTING

Prehistoric Context

The local prehistoric cultural setting has been organized into many chronological frameworks (see Warren and Crabtree 1986; Bettinger and Taylor 1974; Lanning 1963; Hunt 1960; Wallace 1958, 1962, 1977; Wallace and Taylor 1978; Campbell and Campbell 1935), although there is no definitive sequence for the region. The difficulties in establishing cultural chronologies for Riverside County are a function of its enormous size and the small amount of archaeological excavations conducted there. Moreover, throughout prehistory many groups have occupied the area and their territories often overlap spatially and chronologically resulting in mixed artifact deposits. Due to dry climate and capricious



Attachment: Appendix D - Cultural Resources Assessment (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150

Project Location Site
Towngate Highlands Project

Figure 1

Jericho Systems, Inc.

Reference: ESRI; USGS Quad: Riverside East, California (1980)

geological processes, these artifacts rarely become integrated in-situ. Lacking a milieu hospitable to the preservation of cultural midden, local chronologies have relied upon temporally diagnostic artifacts, such as projectile points, or upon the presence/absence of other temporal indicators, such as groundstone. Such methods are instructive, but can be limited by prehistoric occupants' concurrent use of different artifact styles, or by artifact reuse or re-sharpening, as well as researchers' mistaken diagnosis, and other factors (see Flenniken 1985; Flenniken and Raymond 1986; Flenniken and Wilke 1989). Recognizing the shortcomings of comparative temporal indicators, this study recommends review of Warren and Crabtree (1986), who have drawn upon this method to produce a commonly cited and relatively comprehensive chronology.

Ethnography

The project site is located in a shared use area that was probably inhabited by the Cahuilla, Luiseño, and Serrano people.

Cahuilla. The Cahuilla are a member of the Cupan group of the Takic subfamily of languages (Bean 1978:550). Like other Native American groups in southern California, the Cahuilla practiced semi-nomadic hunter-gatherer subsistence strategies and commonly exploited seasonably available plant and animal resources. Spanish missionaries were the first outsiders to encounter them during the late 18th century. The Cahuilla are generally divided into three groups: Desert Cahuilla, Mountain Cahuilla, and Western (or Pass) Cahuilla (Kroeber 1925). The term Western Cahuilla is preferred over Pass Cahuilla because this group is not confined to the San Geronio Pass area. The distinctions are believed to be primarily geographic, although linguistic and cultural differences may have existed to varying degrees (Strong 1929). Cahuilla territory lies within the geographic center of Southern California and the Cocopa-Maricopa Trail, a major prehistoric trade route, ran through it. The first written accounts of the Cahuilla are attributed to mission fathers; later documentation was by Strong (1929), Bright (1998), and others.

Luiseño. Typically, the native culture groups in southern California are named after nearby Spanish missions, and such is the case for this Takic-speaking population. For instance, the term "Luiseño" is applied to the natives inhabiting the region within the "ecclesiastical jurisdiction of Mission San Luis Rey...[and who shared] an ancestral relationship which is evident in their cosmogony, and oral tradition, common language, and reciprocal relationship in ceremonies" (Oxendine 1983:8). The first written accounts of the Luiseño are attributed to the mission fathers. Sparkman (1908), Oxendine (1983) and others produced later documentation. Prior to Spanish occupation of California, the territory of the Luiseño extended along the coast from Agua Hedionda Creek to the south, Aliso Creek to the northwest, and the Elsinore Valley and Palomar Mountain to the east. These territorial boundaries were somewhat fluid and changed through time. They encompassed an extremely diverse environment that included coastal beaches, lagoons and marshes, inland river valleys and foothills, and mountain groves of oaks and evergreens (Bean and Shipek 1978:551).

Serrano. The Uto-Aztecan "Serrano" people occupied the western Mojave Desert periphery. Kroeber (1925) applied the generic term "Serrano" to four groups, each with distinct territories: the Kitanemuk, Tataviam, Vanyume, and Serrano. Only one group, in the San

Bernardino Mountains and West-Central Mojave Desert, ethnically claims the term Serrano. Bean and Smith (1978) indicate that the Vanyume, an obscure Takic population, was found along the Mojave River at the time of Spanish contact. The Kitanemuk lived to the north and west, while the Tataviam lived to the west. The Serrano lived mainly to the south (Bean and Smith 1978). All may have used the western Mojave area seasonally. Historical records are unclear concerning precise territory and village locations.

History

Historic-era California is generally divided into three periods: the Spanish Period (1769 to 1821), the Mexican Period (1821 to 1848), and the American Period (1848 to present).

Spanish Period. The first European to pass through the vicinity was probably Father Francisco Garcés. Having become familiar with the area, Garcés acted as a guide to Juan Bautista de Anza, who was commissioned to lead a group across the desert from a Spanish outpost in Arizona to set up quarters at the Mission San Gabriel in 1771 near what today is Pasadena (Beck and Haase 1974). Garcés was followed by Alta California Governor Pedro Fages, who briefly explored the region in 1772. Searching for San Diego Presidio deserters, Fages had traveled through Riverside to San Bernardino, crossed over the mountains into the Mojave Desert, and then to the San Joaquin Valley (Beck and Haase 1974).

Mexican Period. In 1821, Mexico overthrew Spanish rule and the missions began to decline. By 1833, the Mexican government passed the Secularization Act, and the missions, reorganized as parish churches, lost their vast land holdings, and released their neophytes (Beattie and Beattie 1974).

American Period. The American Period, 1848–Present, began with the Treaty of Guadalupe Hidalgo. In 1850, California was accepted into the Union of the United States primarily due to the population increase created by the Gold Rush of 1849. The cattle industry reached its greatest prosperity during the first years of the American Period. Mexican Period land grants had created large pastoral estates in California, and demand for beef during the Gold Rush led to a cattle boom that lasted from 1849–1855. However, beginning about 1855, the demand for beef began to decline due to imports of sheep from New Mexico and cattle from the Mississippi and Missouri Valleys. When the beef market collapsed, many California ranchers lost their ranchos through foreclosure. A series of disastrous floods in 1861–1862, followed by a significant drought diminished the economic impact of local ranching. This decline combined with ubiquitous agricultural and real estate developments of the late 19th century, set the stage for diversified economic pursuits that have continued to proliferate to this day (Beattie and Beattie 1974; Cleland 1941).

PERSONNEL

David Brunzell, M.A., RPA acted as the Project Manager and Principal Investigator for the current study, and compiled the technical report. BCR Consulting Staff Archaeologist Nicholas Shepetuk, B.A., initiated the Sacred Lands File search, completed the cultural resources records search, and contributed to the technical report. Mr. Shepetuk and BCR Staff Historian Dylan Williams, B.A. performed the field survey.

METHODS

Research

Prior to fieldwork, a records search was conducted at the Eastern Information Center (EIC), the local clearinghouse for cultural resource records. This archival research reviewed the status of all recorded historic and prehistoric cultural resources, and survey and excavation reports completed within one mile of the project site. Additional resources reviewed included the National Register of Historic Places, the California Register of Historical Resources, and documents and inventories published by the California Office of Historic Preservation. These include the lists of California Historical Landmarks, California Points of Historical Interest, Listing of National Register Properties, and Inventory of Historic Structures.

Field Survey

An archaeological field survey of the project site was conducted on July 16, 2019. The survey was conducted by walking parallel 15-meter transects across as much of the project area as possible. There were some small portions of the project area that could not be traversed due to vegetation so they were not surveyed. Soil exposures were carefully inspected for evidence of cultural resources.

RESULTS

Research

Research completed through the EIC revealed that 22 cultural resource studies have taken place resulting in the recording of 32 cultural resources within one mile of the project site. Of the 22 previous studies, two have assessed the project site resulting in no cultural resources recorded within its boundaries. A records search summary is included below.

Table A. Cultural Resource Records Search Results

USGS Quad	Resources Within One Mile of Project Site (Location)	Studies Within 1 Mile
<i>Riverside East, California</i> (1980)	CA-RIV-487: Unspecified prehistoric site (3/4 mile NW) CA-RIV-2199: Prehistoric artifacts/features (3/4 mile NW) CA-RIV-2868: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-2869: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-3222: Unspecified historic site (1/2 mile W) CA-RIV-3240: Prehistoric bedrock milling feature (7/8 mile NE) CA-RIV-3243: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-3244: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-3245: Hist. foundations/prehist. bedrock milling (3/4 mi. N) CA-RIV-3246: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-3250: Prehistoric bedrock milling feature (1 mile NE) CA-RIV-3261: Prehist. bedrock milling, hist. ranch (1 mi NE) CA-RIV-3263: Prehistoric bedrock milling feature (7/8 mile NE) CA-RIV-3264: Prehistoric bedrock milling feature (1/4 mile NW) CA-RIV-3265: Prehistoric bedrock milling feature (1/2 mile NW) CA-RIV-3266: Prehistoric bedrock milling feature (1/2 mile NW) CA-RIV-3267: Prehist. bedrock milling/rock shelter (1/2 mile NW) CA-RIV-3268: Prehistoric bedrock milling feature (3/4 mile NW)	RI-116, 178, 204, 329, 387*, 497, 980, 1410, 1648, 1894*, 2171, 2920, 3189, 3693, 3989, 4420, 7957, 8063, 8366, 8771, 9294, 10037

USGS Quad	Resources Within One Mile of Project Site (Location)	Studies Within 1 Mile
	CA-RIV-3269: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-4181: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-4182: Historic foundation/structure pad (1 mile NW) CA-RIV-4183: Prehistoric bedrock milling feature (7/8 mile NW) CA-RIV-4184: Prehistoric bedrock milling feature (1 mile NW) CA-RIV-4185: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-4186: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-5896: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-6015: Prehistoric bedrock milling feature (3/4 mile NW) CA-RIV-6493/H: Historic features, and prehist. BMF (3/4 mile NW) CA-RIV-7061: Prehistoric bedrock milling feature (1/16 mile S) CA-RIV-7501: Prehistoric bedrock milling feature (1/16 mile W) CA-RIV-7527: Prehistoric artifact scatter (3/4 mile S) CA-RIV-12316: Historic foundations, walls/fences (1/2 mile W)	

Field Survey

During the field survey, BCR Consulting identified no cultural resources. Artificial disturbances were severe and consisted of mechanical weed abatement over most of the project site, grading for dirt trails, and some modern dumping. Surface visibility was about 70 percent. Sediments included sandy silt with some gravels, and the sparse vegetation was dominated by seasonal grasses.

RECOMMENDATIONS

The records search and field survey failed to identify any cultural resources within the project site boundaries. However, since numerous cultural resources have been recorded in the vicinity (some with buried components) the project site is considered sensitive for buried cultural resources. Based on these results, BCR Consulting recommends that a professional archaeological monitor be present to monitor any ground-disturbing activities associated with the proposed project. The monitor should work under the direct supervision of a Cultural Resource Professional that meets the Secretary of the Interior’s Professional Qualification Standards for Archaeology (qualified archaeologist). The monitor should be authorized to temporarily stop and divert construction equipment to investigate any areas suspected to contain cultural resources. Excavation would cease in the area surrounding any cultural resource discoveries until the qualified archaeologist could evaluate the discovery for California Register of Historical Resources eligibility. Evaluations should take place in consultation with the City and any participating Native American entities. Non-eligible resources would not merit further consideration. Eligible discoveries would be mitigated by avoidance or data recovery.

If human remains are encountered during any proposed project activities, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner determines origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or representative, the MLD may inspect the discovery site. The MLD shall complete inspection within 48 hours of notification by the NAHC.

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1978 *Ancient Peoples and Cultures of Death Valley National Monument*. Acoma Books, Ramona, California.
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1986 The Prehistory of the Southwestern Great Basin. In *Handbook of the North American Indians, Vol. 11, Great Basin*, edited by W.L. d'Azevedo, pp.183-193. W.C. Sturtevant, General Editor. Smithsonian Institution, Washington D.C.

APPENDIX A
PHOTOGRAPHS



Photo 1: Project Site Overview (View North)



Photo 2: Modern Dump Site (View Northeast)



Photo 3: Project Site Overview (View Northeast)



Photo 4: Project Site Overview (View South)



Photo 5: Site Overview (View Southeast)



Photo 6: Site Overview (View Southwest)

APPENDIX B
NAHC SACRED LANDS FILE SEARCH

Attachment: Appendix D - Cultural Resources Assessment (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and

NATIVE AMERICAN HERITAGE COMMISSION
Cultural and Environmental Department
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691
Phone: (916) 373-3710
Email: nahc@nahc.ca.gov
Website: <http://www.nahc.ca.gov>
Twitter: @CA_NAHC



July 22, 2019

Nicholas Shepetuk
BCR Consulting

VIA Email to: nickshepetuk@gmail.com

RE: Towngate Highlands Project, Riverside County

Dear Mr. Shepetuk:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we can assure that our lists contain current information. If you have any questions or need additional information, please contact me at my email address: steven.quinn@nahc.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Steven Quinn".

Steven Quinn
Associate Governmental Program Analyst

Attachment

**Native American Heritage Commission
Native American Contact List
Riverside County
7/22/2019**

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Luiseno

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Towngate Highlands Project, Riverside County.

Attachment: Appendix D - Cultural Resources Assessment (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and

**Native American Heritage Commission
Native American Contact List
Riverside County
7/22/2019**

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Attachment: Appendix D - Cultural Resources Assessment (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and

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Native American Heritage Commission
Native American Contact List
Riverside County
7/22/2019

F.3.g

**Soboba Band of Luiseno
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Cahuilla
Luiseno

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This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

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APPENDIX C
PALEONTOLOGICAL OVERVIEW

Attachment: Appendix D - Cultural Resources Assessment (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and


WESTERN SCIENCE CENTER

July 9, 2019

BRC Consulting LLC
 Nicholas Shepetuk
 505 West 8th Street
 Claremont, CA 91711

Dear Mr. Shepetuk,

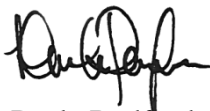
This letter presents the results of a record search conducted for the Towngate Highlands Project in the city of Moreno Valley, Riverside County, California. The project site is located north of Interstate 60, west of Day Street, and south of Ironwood Avenue in Section 2, Township 3 South, Range 4 West on the Riverside East USGS 7.5 minute quadrangle.

The geologic units underlying this project are mapped almost entirely as very old alluvial fan deposits dating from the Early Pleistocene period, with a small sections of tonalite units dating to the Cretaceous period in the southern half of the project area (Morton & Cox, 1996-1997). Pleistocene alluvial fan units are considered to be of high paleontological sensitivity. The Western Science Center does not have localities within the project area or within a 1 mile radius, but does have numerous fossil localities in similarly mapped units throughout Riverside County that have resulted in Pleistocene fossils specimens. Cretaceous tonalite deposits are not considered to be paleontologically sensitive and are unlikely to result in fossil material.

Any fossil specimen recovered from the Towngate Highlands Project would be scientifically significant. Excavation activity associated with the development of the project area would impact the paleontologically sensitive Pleistocene alluvial units and it is the recommendation of the Western Science Center that a paleontological resource mitigation program be put in place to monitor, salvage, and curate any recovered fossils associated with the study area.

If you have any questions, or would like further information, please feel free to contact me at dradford@westerncentermuseum.org

Sincerely,



Darla Radford
 Collections Manager

Tentative Parcel No. 37750 (PEN19-0150)
 SWC of Day Street and Ironwood Avenue
 City of Moreno Valley, County of Riverside,
 California

Preliminary Drainage Study

Prepared for:

M&F Development Company
 3425 Via Lido, Suite 250
 Newport Beach, CA 92663
 (949) 723-7100

Prepared By:



3788 McCray Street
 Riverside, CA 92506

Original Date Prepared: August 2019
 Revision Date(s):



Sarah K. Kowalski, PE
 Senior Engineer

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CALTRANS RIGHT OF WAY MAP

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IRONWOOD AVENUE STREET PLAN (EXCERPT)

WEST END MDP LINE CC

LOWES STORM DRAIN RELOCATION PLAN

CITY OF RIVERSIDE DAY STREET WIDENING PLAN (D-752)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

SECTION 1 - SUMMARY

PURPOSE

The purpose of this report is to document the existing hydrologic and hydraulic conditions surrounding the Tentative Parcel Map No 37750 project located in City of Moreno Valley, County of Riverside, California. The project site is located at the southeast corner of Day Street and Ironwood Avenue. The project is bounded by Ironwood Avenue to the north, Day Street to the west, California State Route 60 (Moreno Valley Freeway) to the south, and existing residential developments (Tracts 19533 and 19533-1) to the east. The project proposes to subdivide approximately 50 acres into four parcels. This project does not propose any improvements at this time. This report will summarize the hydrologic and hydraulic analyses that were conducted in order to document the existing drainage improvements safely conveying the runoff through the site.

The scope of this report will include the following:

- Determine the peak 100-year and 10-year flow rates for the existing condition using the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Rational Method.
- Preparation of a preliminary report summarizing the existing hydrology and hydraulic conditions.

DESCRIPTION OF WATERSHED

The project proposes to subdivide approximately 50 acres of vacant land into four parcels. Existing elevations across the site vary from 1779 to 1650 (NAVD88 datum). The site currently slopes down at approximately 8% grade to the south. The existing drainage pattern for the site and the general area is characterized by natural channels.

Existing improvements in Day Street and Ironwood Avenue convey street runoff around the site towards existing catch basins. Two points of off-site discharge occur at the north and northeast, which contribute runoff from adjacent residential tracts. These flows combine with the on-site runoff, flowing in natural channels towards the south. Along the southern boundary of the site, existing Caltrans channels direct flows towards Caltrans facilities, conveying flows under California State Route 60 to the south.

The project is located within the Master Drainage Plan for the City of Moreno Valley, West End watershed area.

PROPOSED CONDITIONS

The project does not propose any improvements at this time.

METHODOLOGY

HYDROLOGY

Hydrologic calculations were performed in accordance with the RCFC&WCD Hydrology Manual, dated April 1978. The Rational Method was utilized in determining peak flow rates.

The hydrological parameters, including rainfall values and soil types were derived from the RCFC&WCD Hydrology Manual. The isohyetal maps and soil map have been included in Section 2.

Rational Method calculations were performed using a computer program developed by CivilDesign Corporation and Joseph E. Bonadiman and Associates Inc. The computer program is commonly referred to as CivilD which incorporates the hydrological parameters outlined in the RCFC&WCD Hydrology Manual.

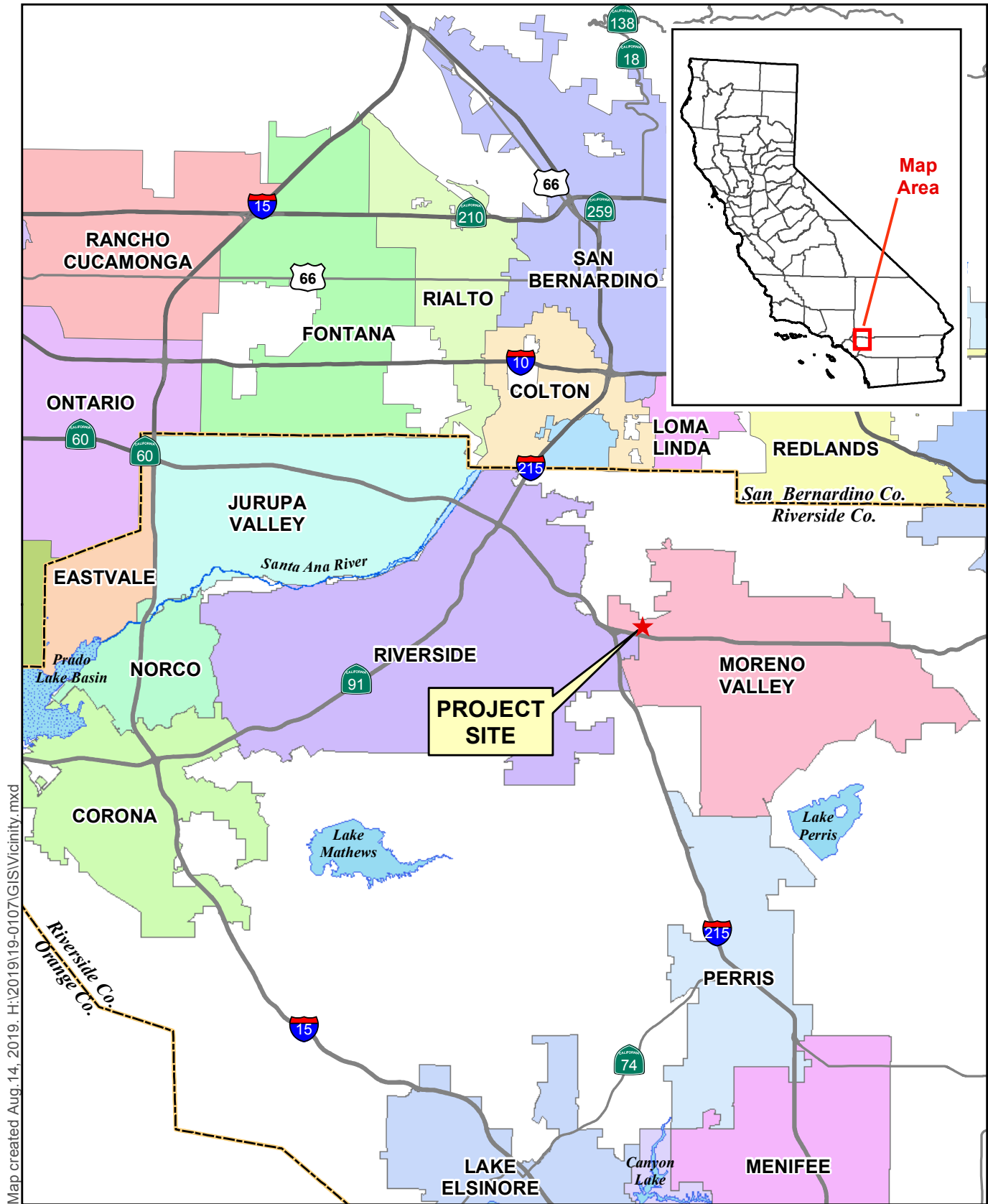
The Rational Method was used to determine the peak flow rates to confirm the size of existing drainage facilities conveying flows off-site. The flow rates were computed by generating a hydrologic “link-node”

model in which the overall area is divided into separate drainage sub-areas, each tributary to a concentration point (node) determined by the proposed layout and grading.

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

- FIG. 1 VICINITY MAP**
- FIG. 2 AERIAL PHOTOGRAPH**
- FIG. 3 USGS TOPOGRAPHY MAP**
- FIG. 4 RECEIVING WATERBODIES**

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-



Map created Aug. 14, 2019. H:\2019\19-0107\GIS\Vicinity.mxd

Figure 1 – Vicinity Map

TPM 37750



Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

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Sources: Riverside Co. GIS, 2019 (streets) and 2016 (imagery).

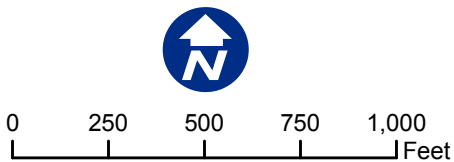
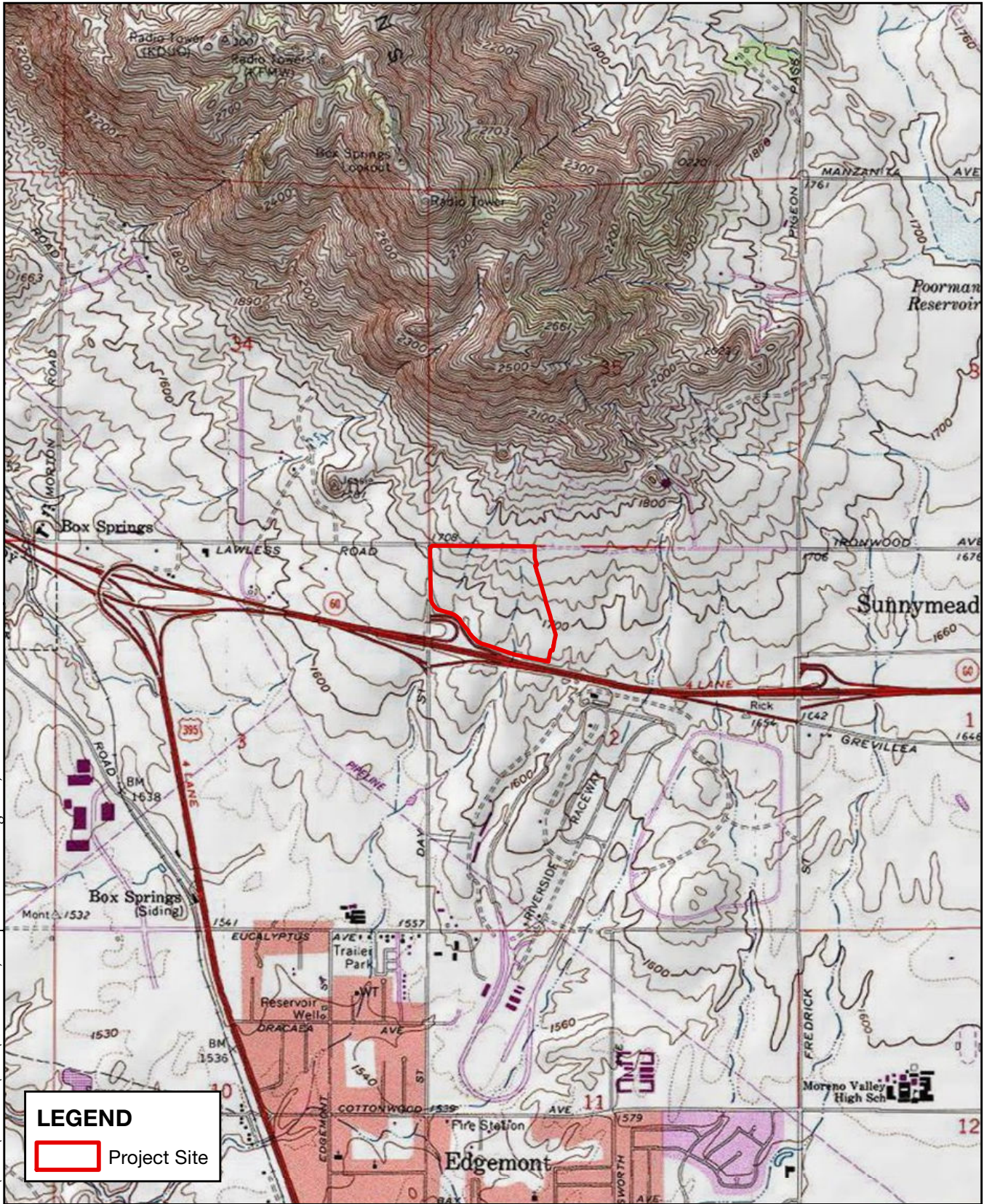


Figure 2 - Aerial Map

TPM 37750



H:\2019\19-0107\GIS\USGS.mxd; Map created 14 Aug 2019; nanette



Sources: ESRI / USGS 7.5min Quad
DRG: Riverside East

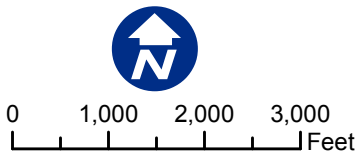


Figure 3 - USGS Map
TPM 37750



SECTION 2 - HYDROLOGY ANALYSIS

HYDROLOGY PARAMETERS

The RCFC&WCD Hydrology Manual was used to determine several of the hydrological parameters. The following rainfall intensities were utilized in the hydrology analyses, which were obtained from the standard intensity-duration curves provided in the RCFC&WCD Hydrology Manual:

Table 1 – Intensity Values

Storm Event	Duration	
	10-minute (inches/hour)	60-minute (inches/hour)
10-Year	2.14	0.80
100-Year	3.21	1.20

The value for slope of intensity was determined to be 0.55. The standard intensity-duration curves data (D-4.1) has been included in Appendix A.

Based on the Plate C-1.16 (Riverside-East) in the RCFC&WCD Hydrology Manual, the project site is predominantly classified as soil type C. Based on the National Resources Conservation Service (NRCS) Web Soil Survey, the project site is predominantly classified as soil types C and D. The soils maps are included in Appendix A. The more conservative soil type D was used for roughly 15% of the project site, as shown on the NRCS soil map.

The cover type was determined based on the existing land cover of the site. Hydrological computations for the existing condition were done using undeveloped (poor cover). The table below summarizes the runoff index values and the recommended values for percentage of impervious cover:

Table 2 – Cover Type

Cover Type	Soil Group A	Soil Group B	Soil Group C	Soil Group D	Percentage of Impervious Cover
Undeveloped (poor cover)	67	78	86	89	0%

ON-SITE RATIONAL METHOD HYDROLOGY

The Rational Method was used to determine the peak flow rates to evaluate the size of existing drainage facilities conveying flows off-site. The runoff associated with the on-site areas was split into two drainage management areas (DMAs), each of which drains to separate Caltrans facilities.

DMA-A encompasses both off-site and on-site areas that impact the eastern portion of the project site. Off-site flows are discharged onto the site through a 33" RCP storm drain pipe within the adjacent residential tract. The flows are a combination of developed, residential runoff from Tracts 19533-1, 21332, and 21333, in addition to some natural foothill areas to the north of those tracts. These off-site flows are

discharged onto the project site, with a rip-rap apron, from whence they flow in natural channels. These natural channels converge with additional channels formed by runoff associated with approximately 20 acres of on-site, undeveloped area on the eastern portion of the project site. DMA-A discharges to an existing 36” RCP storm drain pipe maintained by Caltrans. This Caltrans line then connects to Moreno Valley West End MDP Line CC.

DMA-B encompasses both off-site and on-site areas that impact the western portion of the project site. Off-site flows are discharged onto the site through a 30” RCP storm drain pipe within Ironwood Avenue. The flows are a combination of flows from residential Tract 21332, Box Springs Elementary School, and street flows within Ironwood Avenue. These off-site flows are discharged onto the project site, with a rip-rap apron, from whence they flow in natural channels. These natural channels converge with additional channels formed by runoff associated with approximately 30 acres of on-site, undeveloped area on the western portion of the project site. Existing improved channels along the southern project boundary convey these cumulative flows towards an existing 36” RCP storm drain pipe maintained by Caltrans. The exact dimensions of these improved concrete channels are unknown at this time and are approximated from sections as shown on the Rational Method Hydrology Map in Appendix A.

The following table summarizes the on-site rational method results at key points:

Table 3 – On-Site Rational Method Results

Point of Interest	10-Year Peak Flow Rate (cfs)	100-Year Peak Flow Rate (cfs)
User-Defined Input Node 103 – Flow discharge point from adjacent tracts (values from Tract 19533-1 Street Plan)	55	86
Node 105 – Outlet location for DMA-A into an existing Caltrans facility	84	131
User-Defined Input Node 201 – Flow discharge point from adjacent tracts (value from Ironwood Avenue Street Plan)	41*	41
Node 206 – Outlet location for DMA-B into an existing Caltrans facility	83	106

*** The Ironwood Avenue Street Plan did not include Q10 values for Line "A". The Q100 value was used for Q10 Rational Method calculations as a conservative estimate.**

The rational method output files and hydrology map have been included in Appendix A.

OFF-SITE RATIONAL METHOD HYDROLOGY

The Rational Method was used to determine the peak flow rates to confirm the size of existing drainage facilities conveying flows off-site. The runoff associated with the off-site areas was accounted for with one drainage management area (DMA).

DMA-C includes approximately two acres of 90% impervious surfaces, associated with the existing project frontage roads. The southern half of Ironwood Avenue that fronts the project boundary between Day Street and Athens Drive slopes down to the west. Flows then travel along the eastern half of Day Street that fronts the project boundary. These street flows are conveyed by existing curb and gutter towards an existing catch basin, located north of the west-bound off-ramp for California State Route 60 at Day Street. DMA-C discharges to an existing 18” CMP storm drain pipe maintained by Caltrans.

The portion of Ironwood Avenue that fronts the project site between Barclay Drive and Athens Drive is accounted for in the off-site flows that are discharged within DMA-B.

The following table summarizes the off-site rational method results at key points:

Table 3 – Off-Site Rational Method Results

Point of Interest	10-Year Peak Flow Rate (cfs)	100-Year Peak Flow Rate (cfs)
Node 303 – Outlet location for DMA-C into an existing catch basin on Day Street	4.5	6.8

See Appendix A for the output files of the off-site rational method analysis.

SECTION 3 - HYDRAULIC ANALYSIS

EXISTING STORM DRAIN FACILITIES

Caltrans maintains multiple facilities that convey flows from the project site under California State Route 60 to the south. The project site is located within the City of Moreno Valley West End MDP. A portion of the site drains to the Line CC associated with that Master Development Plan. Ultimately, the Caltrans lines and Line CC connect to a City of Riverside maintained storm drain line (DWG D-480) located within Day Street south of the freeway.

36" Caltrans Pipe (DMA-A)

DMA-A drains to an existing 36" RCP storm drain pipe, maintained by Caltrans, which transverses beneath California State Route 60, conveying flows to the south. The City of Moreno Valley West End MDP Line CC connects to this storm drain pipe south of the freeway, conveying flows further south to an existing storm drain line in Day Street, maintained by the City of Riverside.

The West End MDP Line CC plans reference a Q100 of 103 CFS. The Rational Method performed as part of this report resulted in a Q100 of 131 CFS for the same pipe line. The existing storm drain facilities were evaluated with the larger flow rate calculated per this report.

The Caltrans plans do not provide invert elevations or slopes for the existing facilities. The line was evaluated using a minimum pipe slope of 0.0050 and the flows computed by the Rational Method. The existing condition for this pipe is ponding at the inlet during larger storm events. The hydraulic model for this storm drain line is included in Appendix B.

Concrete Ditch and 36" Caltrans Pipe (DMA-B)

DMA-B drains to existing concrete channels, which extend along the southern project boundary. These Caltrans ditches convey flows to an existing 36" RCP storm drain pipe, maintained by Caltrans, which transverses beneath California State Route 60.

The Caltrans plans do not provide invert elevations or slopes for the existing facilities. The concrete ditch was evaluated using a pipe slope consistent with the topographic information and the flows computed by the Rational Method. The hydraulic model for this concrete ditch is included in Appendix B.

The Caltrans plans do not provide invert elevations or slopes for the existing facilities. The storm drain line was evaluated using a minimum pipe slope of 0.0050 and the flows computed by the Rational Method. The existing condition for this pipe is ponding at the inlet during larger storm events. The hydraulic model for this storm drain line is included in Appendix B.

21' Catch Basin in Day Street (DMA-C)

DMA-C drains to an existing catch basin located in Day Street north of the California State Route 60 off-ramp. City of Riverside plans in that location show an existing 21' wide catch basin, which conveys flows beneath the off-ramp via an 18" storm drain pipe.

The catch basin was evaluated using the street depth and street flow computed by the Rational Method. The hydraulic model for this catch basin is included in Appendix B.

PROPOSED STORM DRAIN FACILITIES

No improvements are proposed with this project.

SECTION 4 - CONCLUSION

Based on the analyses and results of this report, the following conclusions were derived from the hydrology and hydraulic results:

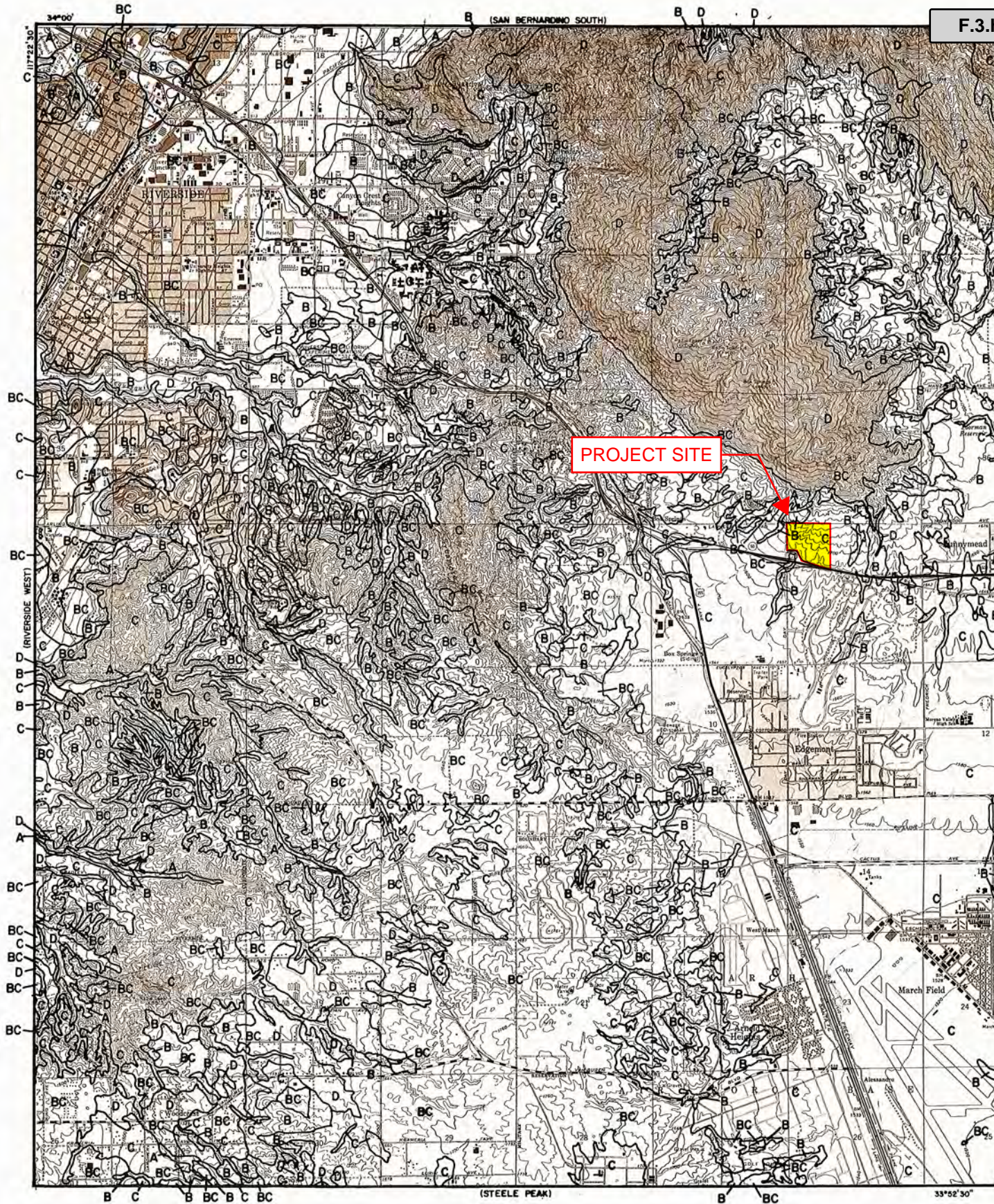
- The existing drainage improvements adequately conveys flows off-site for the 100-year storm event.
- In the existing condition, larger storm events create ponding at the inlet locations for DMA-A & DMA-B.
- No improvements are proposed with this project.

APPENDIX A – HYDROLOGY ANALYSIS

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

HYDROLOGIC SOILS GROUP MAP (PLATE C-1.16)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-



LEGEND

- SOILS GROUP BOUNDARY
- A SOILS GROUP DESIGNATION

RCFC & WCD
HYDROLOGY MANUAL

0 FEET 5000

HYDROLOGIC SOILS GROUP MAP
FOR
RIVERSIDE-EAST

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-



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Soil Chemical Properties

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Soil Health Properties

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Soil Qualities and Features

AASHTO Group Classification (Surface)

AASHTO Group Index

Depth to a Selected Soil Restrictive Layer

Depth to Any Soil Restrictive Layer

Drainage Class

Frost Action

Frost-Free Days

Hydrologic Soil Group

[View Description](#) | [View Rating](#)

View Options

Map

Table

Description of Rating

Rating Options

Detailed Description

Advanced Options

Aggregation Method Dominant Condition

Component Percent Cutoff

Tie-break Rule
 Lower
 Higher

[View Description](#) | [View Rating](#)

Map Unit Name

Parent Material Name

Representative Slope

Soil Slippage Potential

Unified Soil Classification (Surface)

Water Features

Map - Hydrologic Soil Group

Scale (not to scale)



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Warning: Soil Ratings Map may not be valid at this scale.

You have zoomed in beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done at a particular scale. The soil surveys that comprise your AOI were mapped at 1:15,800. The design of map units and the level of detail shown in the resulting soil map are dependent on that map scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Tables — Hydrologic Soil Group — Summary By Map Unit

Summary by Map Unit — Western Riverside Area, California (CA679)

Summary by Map Unit — Western Riverside Area, California (CA679)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HcD2	Hanford coarse sandy loam, 8 to 15 percent slopes, eroded	A	0.2	0.3%
MmC2	Monserate sandy loam, 5 to 8 percent slopes, eroded	C	40.5	72.2%
MmD2	Monserate sandy loam, 8 to 15 percent slopes, eroded	C	6.7	12.0%
MnD2	Monserate sandy loam, shallow, 5 to 15 percent slopes, eroded	D	8.7	15.4%
Totals for Area of Interest			56.0	100.0%

Description — Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options — Hydrologic Soil Group

Aggregation Method: Dominant Condition
Component Percent Cutoff: None Specified
Tie-break Rule: Higher

STANDARD INTENSITY-DURATION CURVES DATA (PLATE D-4.1)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

RAINFALL INTENSITY—INCHES PER HOUR

RIVERSIDE			RIVERSIDE (FOOTHILL AREAS)			RUBIDOUX			SAN JACINTO			SUN CITY		
DURATION MINUTES	FREQUENCY 10 YEAR	FREQUENCY 100 YEAR	DURATION MINUTES	FREQUENCY 10 YEAR	FREQUENCY 100 YEAR	DURATION MINUTES	FREQUENCY 10 YEAR	FREQUENCY 100 YEAR	DURATION MINUTES	FREQUENCY 10 YEAR	FREQUENCY 100 YEAR	DURATION MINUTES	FREQUENCY 10 YEAR	FREQUENCY 100 YEAR
5	2.75	3.92	5	3.14	4.71	5	3.18	4.71	5	2.81	4.16	5	3.25	4.85
6	2.48	3.55	6	2.84	4.26	6	2.87	4.26	6	2.56	3.79	6	2.95	4.40
7	2.28	3.26	7	2.61	3.91	7	2.64	3.91	7	2.37	3.51	7	2.72	4.06
8	2.12	3.03	8	2.42	3.63	8	2.45	3.63	8	2.22	3.29	8	2.53	3.78
9	1.99	2.84	9	2.27	3.41	9	2.30	3.41	9	2.09	3.10	9	2.38	3.55
10	1.88	2.68	10	2.14	3.21	10	2.17	3.21	10	1.98	2.94	10	2.25	3.36
11	1.78	2.54	11	2.03	3.05	11	2.06	3.05	11	1.89	2.80	11	2.14	3.19
12	1.70	2.42	12	1.94	2.91	12	1.96	2.91	12	1.81	2.68	12	2.04	3.05
13	1.62	2.32	13	1.86	2.78	13	1.88	2.78	13	1.74	2.58	13	1.96	2.92
14	1.56	2.23	14	1.78	2.67	14	1.80	2.67	14	1.68	2.48	14	1.88	2.81
15	1.50	2.14	15	1.71	2.57	15	1.74	2.57	15	1.62	2.40	15	1.81	2.71
16	1.45	2.07	16	1.66	2.48	16	1.68	2.48	16	1.57	2.32	16	1.75	2.62
17	1.40	2.00	17	1.60	2.40	17	1.62	2.40	17	1.52	2.25	17	1.70	2.54
18	1.36	1.94	18	1.55	2.33	18	1.57	2.33	18	1.48	2.19	18	1.65	2.46
19	1.32	1.88	19	1.51	2.26	19	1.52	2.26	19	1.44	2.13	19	1.60	2.39
20	1.28	1.83	20	1.46	2.20	20	1.48	2.20	20	1.40	2.08	20	1.56	2.33
22	1.22	1.74	22	1.39	2.08	22	1.41	2.08	22	1.34	1.98	22	1.48	2.21
24	1.16	1.66	24	1.32	1.99	24	1.34	1.99	24	1.28	1.90	24	1.41	2.11
26	1.11	1.58	26	1.27	1.90	26	1.28	1.90	26	1.23	1.82	26	1.36	2.03
28	1.06	1.52	28	1.22	1.82	28	1.23	1.82	28	1.19	1.76	28	1.30	1.95
30	1.02	1.46	30	1.17	1.76	30	1.19	1.76	30	1.15	1.70	30	1.26	1.88
32	.99	1.41	32	1.13	1.70	32	1.14	1.70	32	1.11	1.64	32	1.21	1.81
34	.96	1.37	34	1.09	1.64	34	1.11	1.64	34	1.08	1.59	34	1.18	1.76
36	.93	1.32	36	1.06	1.59	36	1.07	1.59	36	1.05	1.55	36	1.14	1.70
38	.90	1.29	38	1.03	1.54	38	1.04	1.54	38	1.02	1.51	38	1.11	1.66
40	.87	1.25	40	1.00	1.50	40	1.01	1.50	40	.99	1.47	40	1.08	1.61
45	.82	1.17	45	.94	1.41	45	.95	1.41	45	.94	1.39	45	1.01	1.51
50	.77	1.11	50	.88	1.33	50	.90	1.33	50	.89	1.31	50	.96	1.43
55	.73	1.05	55	.84	1.26	55	.85	1.26	55	.85	1.25	55	.91	1.36
60	.70	1.00	60	.80	1.20	60	.81	1.20	60	.81	1.20	60	.87	1.30
65	.67	.96	65	.77	1.15	65	.78	1.15	65	.78	1.15	65	.83	1.25
70	.64	.92	70	.73	1.10	70	.74	1.10	70	.75	1.11	70	.80	1.20
75	.62	.88	75	.71	1.06	75	.72	1.06	75	.72	1.07	75	.77	1.15
80	.60	.85	80	.68	1.02	80	.69	1.02	80	.70	1.04	80	.75	1.12
85	.58	.83	85	.66	.99	85	.67	.99	85	.68	1.01	85	.72	1.08
SLOPE = .550			SLOPE = .550			SLOPE = .550			SLOPE = .500			SLOPE = .530		

RCFC & WCD
HYDROLOGY MANUAL

STANDARD
INTENSITY – DURATION
CURVES DATA

10-YEAR ON-SITE HYDROLOGY (RATIONAL METHOD)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST10A

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 08/13/19 File:EXIST10A.out

TPM 37750 FRITZ DUDA
10-YEAR RATIONAL METHOD HYDROLOGY - EAST
WO 2019-0107
ABE 2019/08/13

***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 10.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 10.0
Calculated rainfall intensity data:
1 hour intensity = 0.800(In/Hr)
Slope of intensity duration curve = 0.5500

+++++
Process from Point/Station 101.000 to Point/Station 102.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 375.000(Ft.)
Top (of initial area) elevation = 1776.700(Ft.)
Bottom (of initial area) elevation = 1743.600(Ft.)
Difference in elevation = 33.100(Ft.)
Slope = 0.08827 s(percent)= 8.83
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 9.220 min.
Rainfall intensity = 2.241(In/Hr) for a 10.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.821
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000

EXIST10A
 Initial subarea runoff = 0.919(CFS)
 Total initial stream area = 0.500(Ac.)
 Pervious area fraction = 1.000

Process from Point/Station 101.000 to Point/Station 102.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 0.500(Ac.)
 Runoff from this stream = 0.919(CFS)
 Time of concentration = 9.22 min.
 Rainfall intensity = 2.241(In/Hr)

Process from Point/Station 103.000 to Point/Station 102.000
 **** USER DEFINED FLOW INFORMATION AT A POINT ****

Rainfall intensity = 2.244(In/Hr) for a 10.0 year storm
 SINGLE FAMILY (1/4 Acre Lot)
 Runoff Coefficient = 0.805
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 69.00
 Pervious area fraction = 0.500; Impervious fraction = 0.500
 User specified values are as follows:
 TC = 9.20 min. Rain intensity = 2.24(In/Hr)
 Total area = 30.00(Ac.) Total runoff = 55.10(CFS)

OFF-SITE FLOW VALUE PER TRACT 19533-1 STREET PL
 CONTRIBUTING AREAS APPROXIMATED PER TRACTS
 19533-1, 21332, AND 21333 STREET PLANS
 ASSUMED TC EQUIVALENT TO CONFLUENCED FLOWS

Process from Point/Station 103.000 to Point/Station 102.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 30.000(Ac.)
 Runoff from this stream = 55.100(CFS)
 Time of concentration = 9.20 min.
 Rainfall intensity = 2.244(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
------------	-----------------	----------	----------------------------

1	0.919	9.22	2.241
2	55.100	9.20	2.244

Largest stream flow has longer or shorter time of concentration

Qp = 55.100 + sum of

$$Qa \cdot \frac{Tb}{Ta} = 0.919 \cdot 0.998 = 0.917$$

Total of 2 streams to confluence:
 Flow rates before confluence point:
 0.919 55.100
 Area of streams before confluence:
 0.500 30.000
 Results of confluence:

EXIST10A
Total flow rate = 56.017(CFS)
Time of concentration = 9.200 min.
Effective stream area after confluence = 30.500(Ac.)

++++
Process from Point/Station 102.000 to Point/Station 104.000
**** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1743.600(Ft.)
End of natural channel elevation = 1678.800(Ft.)
Length of natural channel = 923.000(Ft.)
Estimated mean flow rate at midpoint of channel = 60.425(CFS)

Natural valley channel type used
L.A. County flood control district formula for channel velocity:
Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
Velocity using mean channel flow = 10.83(Ft/s)

Correction to map slope used on extremely rugged channels with
drops and waterfalls (Plate D-6.2)
Normal channel slope = 0.0702
Corrected/adjusted channel slope = 0.0702
Travel time = 1.42 min. TC = 10.62 min.

Adding area flow to channel
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.815
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Rainfall intensity = 2.074(In/Hr) for a 10.0 year storm
Subarea runoff = 8.109(CFS) for 4.800(Ac.)
Total runoff = 64.126(CFS) Total area = 35.300(Ac.)

++++
Process from Point/Station 104.000 to Point/Station 105.000
**** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1678.800(Ft.)
End of natural channel elevation = 1650.000(Ft.)
Length of natural channel = 401.000(Ft.)
Estimated mean flow rate at midpoint of channel = 69.576(CFS)

Natural valley channel type used
L.A. County flood control district formula for channel velocity:
Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
Velocity using mean channel flow = 11.42(Ft/s)

Correction to map slope used on extremely rugged channels with
drops and waterfalls (Plate D-6.2)
Normal channel slope = 0.0718
Corrected/adjusted channel slope = 0.0718
Travel time = 0.59 min. TC = 11.21 min.

Adding area flow to channel
UNDEVELOPED (poor cover) subarea

EXIST10A
 Runoff Coefficient = 0.812
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 2.013(In/Hr) for a 10.0 year storm
 Subarea runoff = 9.813(CFS) for 6.000(Ac.)
 Total runoff = 73.940(CFS) Total area = 41.300(Ac.)

 Process from Point/Station 104.000 to Point/Station 105.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 41.300(Ac.)
 Runoff from this stream = 73.940(CFS)
 Time of concentration = 11.21 min.
 Rainfall intensity = 2.013(In/Hr)

 Process from Point/Station 106.000 to Point/Station 107.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 817.000(Ft.)
 Top (of initial area) elevation = 1778.900(Ft.)
 Bottom (of initial area) elevation = 1706.100(Ft.)
 Difference in elevation = 72.800(Ft.)
 Slope = 0.08911 s(percent)= 8.91
 TC = k(0.530)*[(length^3)/(elevation change)]^0.2
 Initial area time of concentration = 12.566 min.
 Rainfall intensity = 1.890(In/Hr) for a 10.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.807
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 4.883(CFS)
 Total initial stream area = 3.200(Ac.)
 Pervious area fraction =1.000

 Process from Point/Station 107.000 to Point/Station 105.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1706.100(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 816.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 9.156(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
 Velocity using mean channel flow = 6.41(Ft/s)

Correction to map slope used on extremely rugged channels with
 Page 4

EXIST10A

drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0687
 Corrected/adjusted channel slope = 0.0687
 Travel time = 2.12 min. TC = 14.69 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.816
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 0.250
 Decimal fraction soil group D = 0.750
 RI index for soil(AMC 2) = 88.25
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 1.735(In/Hr) for a 10.0 year storm
 Subarea runoff = 7.932(CFS) for 5.600(Ac.)
 Total runoff = 12.815(CFS) Total area = 8.800(Ac.)

++++
 Process from Point/Station 107.000 to Point/Station 105.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 8.800(Ac.)
 Runoff from this stream = 12.815(CFS)
 Time of concentration = 14.69 min.
 Rainfall intensity = 1.735(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
------------	-----------------	----------	----------------------------

1	73.940	11.21	2.013
2	12.815	14.69	1.735

Largest stream flow has longer or shorter time of concentration

Qp = 73.940 + sum of

$$Qa \cdot \frac{Tb}{Ta}$$
 12.815 * 0.763 = 9.776
 Qp = 83.716

Total of 2 streams to confluence:
 Flow rates before confluence point:
 73.940 12.815
 Area of streams before confluence:
 41.300 8.800

Results of confluence:
 Total flow rate = 83.716(CFS)
 Time of concentration = 11.205 min.
 Effective stream area after confluence = 50.100(Ac.)
 End of computations, total study area = 50.10 (Ac.)

The following figures may be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.701
 Area averaged RI index number = 76.1

EXIST10B

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 09/10/19 File:EXIST10B.out

TPM 37750 FRITZ DUDA
10-YEAR RATIONAL METHOD HYDROLOGY - WEST
WO 2019-0107
ABE 2019-09-10

***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 10.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 10.0
Calculated rainfall intensity data:
1 hour intensity = 0.800(In/Hr)
Slope of intensity duration curve = 0.5500

++++
Process from Point/Station 201.000 to Point/Station 202.000
**** USER DEFINED FLOW INFORMATION AT A POINT ****

Rainfall intensity = 2.167(In/Hr) for a 10.0 year storm

SINGLE FAMILY (1/4 Acre Lot)
Runoff Coefficient = 0.803
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 69.00
Pervious area fraction = 0.500; Impervious fraction = 0.500
User specified values are as follows:
TC = 9.80 min. Rain intensity = 2.17(In/Hr)
Total area = 16.00(Ac.) Total runoff = 41.40(CFS)

OFF-SITE FLOW VALUE PER IRONWOOD AVE STREET P
(Q10 NOT PROVIDED. Q100 USED AS CONSERVATIVE
ESTIMATE.)
CONTRIBUTING AREAS APPROXIMATED PER TRACT 211
STREET PLAN
ASSUMED TC EQUIVALENT TO CONFLUENCED FLOWS

++++
Process from Point/Station 202.000 to Point/Station 203.000
Page 1

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST10B
**** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1749.700(Ft.)
End of natural channel elevation = 1663.800(Ft.)
Length of natural channel = 1000.000(Ft.)
Estimated mean flow rate at midpoint of channel = 47.093(CFS)

Natural valley channel type used
L.A. County flood control district formula for channel velocity:
Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
Velocity using mean channel flow = 11.15(Ft/s)

Correction to map slope used on extremely rugged channels with
drops and waterfalls (Plate D-6.2)
Normal channel slope = 0.0859
Corrected/adjusted channel slope = 0.0859
Travel time = 1.49 min. TC = 11.29 min.

Adding area flow to channel
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.812
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Rainfall intensity = 2.004(In/Hr) for a 10.0 year storm
Subarea runoff = 7.162(CFS) for 4.400(Ac.)
Total runoff = 48.562(CFS) Total area = 20.400(Ac.)

++++
Process from Point/Station 202.000 to Point/Station 203.000
**** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
Stream flow area = 20.400(Ac.)
Runoff from this stream = 48.562(CFS)
Time of concentration = 11.29 min.
Rainfall intensity = 2.004(In/Hr)

++++
Process from Point/Station 204.000 to Point/Station 205.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 561.000(Ft.)
Top (of initial area) elevation = 1776.200(Ft.)
Bottom (of initial area) elevation = 1705.500(Ft.)
Difference in elevation = 70.700(Ft.)
Slope = 0.12602 s(percent)= 12.60
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 10.087 min.
Rainfall intensity = 2.133(In/Hr) for a 10.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.817
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00

EXIST10B
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 3.311(CFS)
 Total initial stream area = 1.900(Ac.)
 Pervious area fraction = 1.000

++++
 Process from Point/Station 205.000 to Point/Station 203.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1705.500(Ft.)
 End of natural channel elevation = 1663.800(Ft.)
 Length of natural channel = 519.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 6.883(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
 velocity using mean channel flow = 6.46(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0803
 Corrected/adjusted channel slope = 0.0803
 Travel time = 1.34 min. TC = 11.43 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.812
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 1.992(In/Hr) for a 10.0 year storm
 Subarea runoff = 6.627(CFS) for 4.100(Ac.)
 Total runoff = 9.938(CFS) Total area = 6.000(Ac.)

++++
 Process from Point/Station 205.000 to Point/Station 203.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 6.000(Ac.)
 Runoff from this stream = 9.938(CFS)
 Time of concentration = 11.43 min.
 Rainfall intensity = 1.992(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
1	48.562	11.29	2.004
2	9.938	11.43	1.992

Largest stream flow has longer or shorter time of concentration
 Qp = 48.562 + sum of

$$Q_p = 9.938 * \frac{Q_a}{T_b/T_a} = 9.822$$

 Qp = 58.384

EXIST10B

Total of 2 streams to confluence:
 Flow rates before confluence point:
 48.562 9.938
 Area of streams before confluence:
 20.400 6.000
 Results of confluence:
 Total flow rate = 58.384(CFS)
 Time of concentration = 11.295 min.
 Effective stream area after confluence = 26.400(Ac.)

+++++
 Process from Point/Station 203.000 to Point/Station 206.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1663.800(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 316.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 59.269(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 Velocity(ft/s) = (7 + 8(q(English Units)^{0.352})(slope^{0.5})
 velocity using mean channel flow = 8.50(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0437
 Corrected/adjusted channel slope = 0.0437
 Travel time = 0.62 min. TC = 11.91 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.810
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 1.946(In/Hr) for a 10.0 year storm
 Subarea runoff = 1.261(CFS) for 0.800(Ac.)
 Total runoff = 59.645(CFS) Total area = 27.200(Ac.)

+++++
 Process from Point/Station 203.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 27.200(Ac.)
 Runoff from this stream = 59.645(CFS)
 Time of concentration = 11.91 min.
 Rainfall intensity = 1.946(In/Hr)

+++++
 Process from Point/Station 207.000 to Point/Station 208.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 992.000(Ft.)
 Page 4

EXIST10B

Top (of initial area) elevation = 1776.200(Ft.)
 Bottom (of initial area) elevation = 1683.200(Ft.)
 Difference in elevation = 93.000(Ft.)
 Slope = 0.09375 s(percent)= 9.38
 $TC = k(0.530)*[(length^3)/(elevation\ change)]^{0.2}$
 Initial area time of concentration = 13.443 min.
 Rainfall intensity = 1.821(In/Hr) for a 10.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.804
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 4.980(CFS)
 Total initial stream area = 3.400(Ac.)
 Pervious area fraction = 1.000

+++++
 Process from Point/Station 208.000 to Point/Station 206.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1683.200(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 513.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 7.324(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 $Velocity(ft/s) = (7 + 8(q(English\ units)^{.352})(slope^{0.5}))$
 Velocity using mean channel flow = 5.88(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0647
 Corrected/adjusted channel slope = 0.0647
 Travel time = 1.45 min. TC = 14.90 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.821
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 0.000
 Decimal fraction soil group D = 1.000
 RI index for soil(AMC 2) = 89.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 1.721(In/Hr) for a 10.0 year storm
 Subarea runoff = 4.525(CFS) for 3.200(Ac.)
 Total runoff = 9.505(CFS) Total area = 6.600(Ac.)

+++++
 Process from Point/Station 208.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 6.600(Ac.)
 Runoff from this stream = 9.505(CFS)
 Time of concentration = 14.90 min.

Rainfall intensity = EXIST10B
1.721(In/Hr)

++++
Process from Point/Station 209.000 to Point/Station 210.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 885.000(Ft.)
Top (of initial area) elevation = 1741.400(Ft.)
Bottom (of initial area) elevation = 1674.000(Ft.)
Difference in elevation = 67.400(Ft.)
Slope = 0.07616 s(percent)= 7.62
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 13.388 min.
Rainfall intensity = 1.826(In/Hr) for a 10.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.804
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Initial subarea runoff = 9.985(CFS)
Total initial stream area = 6.800(Ac.)
Pervious area fraction = 1.000

++++
Process from Point/Station 210.000 to Point/Station 206.000
**** IMPROVED CHANNEL TRAVEL TIME ****

Upstream point elevation = 1674.000(Ft.)
Downstream point elevation = 1650.000(Ft.)
Channel length thru subarea = 685.000(Ft.)
Channel base width = 2.500(Ft.)
Slope or 'Z' of left channel bank = 1.700
Slope or 'Z' of right channel bank = 1.700
Estimated mean flow rate at midpoint of channel = 11.270(CFS)
Manning's 'N' = 0.015
Maximum depth of channel = 1.800(Ft.)
Flow(q) thru subarea = 11.270(CFS)
Depth of flow = 0.409(Ft.), Average velocity = 8.631(Ft/s)
Channel flow top width = 3.890(Ft.)
Flow Velocity = 8.63(Ft/s)
Travel time = 1.32 min.
Time of concentration = 14.71 min.

EXACT CHANNEL DIMENSIONS
UNKNOWN AND APPROXIMATED
BY SECTION A-A ON HYDROLOGY
EXHIBIT

Sub-Channel No. 1 Critical depth = 0.719(Ft.)
' ' ' Critical flow top width = 4.944(Ft.)
' ' ' Critical flow velocity= 4.213(Ft/s)
' ' ' Critical flow area = 2.675(Sq.Ft)

Adding area flow to channel
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.800
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Rainfall intensity = 1.733(In/Hr) for a 10.0 year storm

EXIST10B
 Subarea runoff = 2.495(CFS) for 1.800(Ac.)
 Total runoff = 12.480(CFS) Total area = 8.600(Ac.)
 Depth of flow = 0.433(Ft.), Average velocity = 8.908(Ft/s)

Sub-Channel No. 1 Critical depth = 0.766(Ft.)
 Critical flow top width = 5.103(Ft.)
 Critical flow velocity = 4.288(Ft/s)
 Critical flow area = 2.911(Sq.Ft)

Process from Point/Station 210.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 3
 Stream flow area = 8.600(Ac.)
 Runoff from this stream = 12.480(CFS)
 Time of concentration = 14.71 min.
 Rainfall intensity = 1.733(In/Hr)

Process from Point/Station 211.000 to Point/Station 212.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 561.000(Ft.)
 Top (of initial area) elevation = 1709.200(Ft.)
 Bottom (of initial area) elevation = 1672.200(Ft.)
 Difference in elevation = 37.000(Ft.)
 Slope = 0.06595 s(percent) = 6.60
 $TC = k(0.530)*[(length^3)/(elevation\ change)]^{0.2}$
 Initial area time of concentration = 11.482 min.
 Rainfall intensity = 1.986(In/Hr) for a 10.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.811
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 5.802(CFS)
 Total initial stream area = 3.600(Ac.)
 Pervious area fraction = 1.000

Process from Point/Station 212.000 to Point/Station 206.000
 **** IMPROVED CHANNEL TRAVEL TIME ****

Upstream point elevation = 1672.200(Ft.)
 Downstream point elevation = 1650.000(Ft.)
 Channel length thru subarea = 420.000(Ft.)
 Channel base width = 0.000(Ft.)
 Slope or 'Z' of left channel bank = 3.000
 Slope or 'Z' of right channel bank = 3.000
 Manning's 'N' = 0.015
 Maximum depth of channel = 0.700(Ft.)
 Flow(q) thru subarea = 5.802(CFS)
 Depth of flow = 0.478(Ft.), Average velocity = 8.468(Ft/s)
 Channel flow top width = 2.867(Ft.)
 Flow velocity = 8.47(Ft/s)

EXACT CHANNEL DIMENSIONS
 UNKNOWN AND APPROXIMATED
 BY SECTION B-B ON HYDROLOGY
 EXHIBIT

EXIST10B

Travel time = 0.83 min.
Time of concentration = 12.31 min.

Sub-Channel No. 1 Critical depth = 0.742(Ft.)
Critical flow top width = 4.200(Ft.)
Critical flow velocity = 3.522(Ft/s)
Critical flow area = 1.647(Sq.Ft)

++++
Process from Point/Station 212.000 to Point/Station 206.000
**** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 4
Stream flow area = 3.600(Ac.)
Runoff from this stream = 5.802(CFS)
Time of concentration = 12.31 min.
Rainfall intensity = 1.912(In/Hr)
Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
1	59.645	11.91	1.946
2	9.505	14.90	1.721
3	12.480	14.71	1.733
4	5.802	12.31	1.912

Largest stream flow has longer or shorter time of concentration
Qp = 59.645 + sum of
Qa Tb/Ta
9.505 * 0.800 = 7.602
Qa Tb/Ta
12.480 * 0.810 = 10.108
Qa Tb/Ta
5.802 * 0.968 = 5.616
Qp = 82.972

Total of 4 streams to confluence:
Flow rates before confluence point:
59.645 9.505 12.480 5.802
Area of streams before confluence:
27.200 6.600 8.600 3.600

Results of confluence:
Total flow rate = 82.972(CFS)
Time of concentration = 11.915 min.
Effective stream area after confluence = 46.000(Ac.)
End of computations, total study area = 46.00 (Ac.)

The following figures may be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.826
Area averaged RI index number = 80.3

100-YEAR ON-SITE HYDROLOGY (RATIONAL METHOD)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST100A

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 08/13/19 File:EXIST100A.out

TPM 37750 FRITZ DUDA
100-YEAR RATIONAL METHOD HYDROLOGY - EAST
WO 2019-0107
ABE 2019/08/13

***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 100.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 100.0
Calculated rainfall intensity data:
1 hour intensity = 1.200(In/Hr)
Slope of intensity duration curve = 0.5500

+++++
Process from Point/Station 101.000 to Point/Station 102.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 375.000(Ft.)
Top (of initial area) elevation = 1776.700(Ft.)
Bottom (of initial area) elevation = 1743.600(Ft.)
Difference in elevation = 33.100(Ft.)
Slope = 0.08827 s(percent)= 8.83
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 9.220 min.
Rainfall intensity = 3.362(In/Hr) for a 100.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.845
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000

EXIST100A
 Initial subarea runoff = 1.421(CFS)
 Total initial stream area = 0.500(Ac.)
 Pervious area fraction = 1.000

Process from Point/Station 101.000 to Point/Station 102.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 0.500(Ac.)
 Runoff from this stream = 1.421(CFS)
 Time of concentration = 9.22 min.
 Rainfall intensity = 3.362(In/Hr)

Process from Point/Station 103.000 to Point/Station 102.000
 **** USER DEFINED FLOW INFORMATION AT A POINT ****

Rainfall intensity = 3.366(In/Hr) for a 100.0 year storm
 SINGLE FAMILY (1/4 Acre Lot)
 Runoff Coefficient = 0.832
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 69.00
 Pervious area fraction = 0.500; Impervious fraction = 0.500
 User specified values are as follows:
 TC = 9.20 min. Rain intensity = 3.37(In/Hr)
 Total area = 30.00(Ac.) Total runoff = 86.20(CFS)

OFF-SITE FLOW VALUE PER TRACT 19533-1 STREET PL
 CONTRIBUTING AREAS APPROXIMATED PER TRACTS
 19533-1, 21332, AND 21333 STREET PLANS
 ASSUMED TC EQUIVALENT TO CONFLUENCED FLOWS

Process from Point/Station 103.000 to Point/Station 102.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 30.000(Ac.)
 Runoff from this stream = 86.200(CFS)
 Time of concentration = 9.20 min.
 Rainfall intensity = 3.366(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
------------	-----------------	----------	----------------------------

1	1.421	9.22	3.362
2	86.200	9.20	3.366

Largest stream flow has longer or shorter time of concentration

Qp = 86.200 + sum of

$$Q_a \cdot \frac{T_b}{T_a}$$
 1.421 * 0.998 = 1.418
 Qp = 87.618

Total of 2 streams to confluence:
 Flow rates before confluence point:
 1.421 86.200
 Area of streams before confluence:
 0.500 30.000
 Results of confluence:

EXIST100A

Total flow rate = 87.618(CFS)
 Time of concentration = 9.200 min.
 Effective stream area after confluence = 30.500(Ac.)

+++++
 Process from Point/Station 102.000 to Point/Station 104.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1743.600(Ft.)
 End of natural channel elevation = 1678.800(Ft.)
 Length of natural channel = 923.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 94.512(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 $Velocity(ft/s) = (7 + 8(q(English\ Units)^{.352})(slope^{.5}))$
 Velocity using mean channel flow = 12.37(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0702
 Corrected/adjusted channel slope = 0.0702
 Travel time = 1.24 min. TC = 10.44 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.842
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 3.139(In/Hr) for a 100.0 year storm
 Subarea runoff = 12.683(CFS) for 4.800(Ac.)
 Total runoff = 100.301(CFS) Total area = 35.300(Ac.)

+++++
 Process from Point/Station 104.000 to Point/Station 105.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1678.800(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 401.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 108.825(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 $Velocity(ft/s) = (7 + 8(q(English\ Units)^{.352})(slope^{.5}))$
 Velocity using mean channel flow = 13.05(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0718
 Corrected/adjusted channel slope = 0.0718
 Travel time = 0.51 min. TC = 10.96 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea

EXIST100A

Runoff Coefficient = 0.840
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 3.057(In/Hr) for a 100.0 year storm
 Subarea runoff = 15.416(CFS) for 6.000(Ac.)
 Total runoff = 115.717(CFS) Total area = 41.300(Ac.)

 Process from Point/Station 104.000 to Point/Station 105.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 41.300(Ac.)
 Runoff from this stream = 115.717(CFS)
 Time of concentration = 10.96 min.
 Rainfall intensity = 3.057(In/Hr)

 Process from Point/Station 106.000 to Point/Station 107.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 817.000(Ft.)
 Top (of initial area) elevation = 1778.900(Ft.)
 Bottom (of initial area) elevation = 1706.100(Ft.)
 Difference in elevation = 72.800(Ft.)
 Slope = 0.08911 s(percent)= 8.91
 $TC = k(0.530)*[(length^3)/(elevation\ change)]^{0.2}$
 Initial area time of concentration = 12.566 min.
 Rainfall intensity = 2.835(In/Hr) for a 100.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.836
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 7.585(CFS)
 Total initial stream area = 3.200(Ac.)
 Pervious area fraction =1.000

 Process from Point/Station 107.000 to Point/Station 105.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1706.100(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 816.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 14.222(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 $Velocity(ft/s) = (7 + 8(q(English\ Units)^{.352})(slope^{0.5}))$
 Velocity using mean channel flow = 7.18(Ft/s)

Correction to map slope used on extremely rugged channels with
 Page 4

EXIST100A
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0687
 Corrected/adjusted channel slope = 0.0687
 Travel time = 1.90 min. TC = 14.46 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.843
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 0.250
 Decimal fraction soil group D = 0.750
 RI index for soil(AMC 2) = 88.25
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 2.625(In/Hr) for a 100.0 year storm
 Subarea runoff = 12.390(CFS) for 5.600(Ac.)
 Total runoff = 19.975(CFS) Total area = 8.800(Ac.)

++++
 Process from Point/Station 107.000 to Point/Station 105.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 8.800(Ac.)
 Runoff from this stream = 19.975(CFS)
 Time of concentration = 14.46 min.
 Rainfall intensity = 2.625(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
------------	-----------------	----------	----------------------------

1	115.717	10.96	3.057
2	19.975	14.46	2.625

Largest stream flow has longer or shorter time of concentration

Qp = 115.717 + sum of

$$\frac{Q_a}{19.975} * \frac{T_b}{T_a} = 0.758 = 15.134$$

 Qp = 130.851

Total of 2 streams to confluence:
 Flow rates before confluence point:
 115.717 19.975
 Area of streams before confluence:
 41.300 8.800

Results of confluence:
 Total flow rate = 130.851(CFS)
 Time of concentration = 10.956 min.
 Effective stream area after confluence = 50.100(Ac.)
 End of computations, total study area = 50.10 (Ac.)

The following figures may be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.701
 Area averaged RI index number = 76.1

EXIST100B

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 09/10/19 File:EXIST100B.out

TPM 37750 FRITZ DUDA
100-YEAR RATIONAL METHOD HYDROLOGY - WEST
WO 2019-0107
ABE 2019-09-10

***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 100.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 100.0
Calculated rainfall intensity data:
1 hour intensity = 1.200(In/Hr)
Slope of intensity duration curve = 0.5500

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Process from Point/Station 201.000 to Point/Station 202.000
**** USER DEFINED FLOW INFORMATION AT A POINT ****

Rainfall intensity = 3.251(In/Hr) for a 100.0 year storm
SINGLE FAMILY (1/4 Acre Lot)
Runoff Coefficient = 0.830
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 69.00
Pervious area fraction = 0.500; Impervious fraction = 0.500
User specified values are as follows:
TC = 9.80 min. Rain intensity = 3.25(In/Hr)
Total area = 16.00(Ac.) Total runoff = 41.40(CFS)

OFF-SITE FLOW VALUE PER IRONWOOD AVE STREET P
CONTRIBUTING AREAS APPROXIMATED PER TRACT 21
STREET PLAN
ASSUMED TC EQUIVALENT TO CONFLUENCED FLOWS

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Process from Point/Station 202.000 to Point/Station 203.000
Page 1

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST100B
**** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1749.700(Ft.)
End of natural channel elevation = 1663.800(Ft.)
Length of natural channel = 1000.000(Ft.)
Estimated mean flow rate at midpoint of channel = 47.093(CFS)

Natural valley channel type used
L.A. County flood control district formula for channel velocity:
Velocity(ft/s) = (7 + 8(q(English Units)^.352)(slope^0.5)
Velocity using mean channel flow = 11.15(Ft/s)

Correction to map slope used on extremely rugged channels with
drops and waterfalls (Plate D-6.2)
Normal channel slope = 0.0859
Corrected/adjusted channel slope = 0.0859
Travel time = 1.49 min. TC = 11.29 min.

Adding area flow to channel
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.839
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Rainfall intensity = 3.007(In/Hr) for a 100.0 year storm
Subarea runoff = 11.105(CFS) for 4.400(Ac.)
Total runoff = 52.505(CFS) Total area = 20.400(Ac.)

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Process from Point/Station 202.000 to Point/Station 203.000
**** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
Stream flow area = 20.400(Ac.)
Runoff from this stream = 52.505(CFS)
Time of concentration = 11.29 min.
Rainfall intensity = 3.007(In/Hr)

++++
Process from Point/Station 204.000 to Point/Station 205.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 561.000(Ft.)
Top (of initial area) elevation = 1776.200(Ft.)
Bottom (of initial area) elevation = 1705.500(Ft.)
Difference in elevation = 70.700(Ft.)
Slope = 0.12602 s(percent)= 12.60
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 10.087 min.
Rainfall intensity = 3.200(In/Hr) for a 100.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.843
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00

EXIST100B
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 5.124(CFS)
 Total initial stream area = 1.900(Ac.)
 Pervious area fraction = 1.000

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 Process from Point/Station 205.000 to Point/Station 203.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1705.500(Ft.)
 End of natural channel elevation = 1663.800(Ft.)
 Length of natural channel = 519.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 10.652(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 Velocity(ft/s) = (7 + 8(q(English Units)^{0.352})(slope^{0.5})
 velocity using mean channel flow = 7.20(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0803
 Corrected/adjusted channel slope = 0.0803
 Travel time = 1.20 min. TC = 11.29 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.839
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 3.008(In/Hr) for a 100.0 year storm
 Subarea runoff = 10.351(CFS) for 4.100(Ac.)
 Total runoff = 15.474(CFS) Total area = 6.000(Ac.)

+++++
 Process from Point/Station 205.000 to Point/Station 203.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 6.000(Ac.)
 Runoff from this stream = 15.474(CFS)
 Time of concentration = 11.29 min.
 Rainfall intensity = 3.008(In/Hr)
 Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
1	52.505	11.29	3.007
2	15.474	11.29	3.008

Largest stream flow has longer time of concentration
 Qp = 52.505 + sum of

$$Q_b \cdot \frac{I_a}{I_b}$$

$$15.474 * 1.000 = 15.470$$
 Qp = 67.975

EXIST100B

Total of 2 streams to confluence:
 Flow rates before confluence point:
 52.505 15.474
 Area of streams before confluence:
 20.400 6.000
 Results of confluence:
 Total flow rate = 67.975(CFS)
 Time of concentration = 11.295 min.
 Effective stream area after confluence = 26.400(Ac.)

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 Process from Point/Station 203.000 to Point/Station 206.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1663.800(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 316.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 69.004(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 Velocity(ft/s) = (7 + 8(q(English Units)^{1.352})(slope^{0.5})
 velocity using mean channel flow = 8.88(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0437
 Corrected/adjusted channel slope = 0.0437
 Travel time = 0.59 min. TC = 11.89 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.838
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 2.923(In/Hr) for a 100.0 year storm
 Subarea runoff = 1.959(CFS) for 0.800(Ac.)
 Total runoff = 69.934(CFS) Total area = 27.200(Ac.)

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 Process from Point/Station 203.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 1
 Stream flow area = 27.200(Ac.)
 Runoff from this stream = 69.934(CFS)
 Time of concentration = 11.89 min.
 Rainfall intensity = 2.923(In/Hr)

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 Process from Point/Station 207.000 to Point/Station 208.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 992.000(Ft.)
 Page 4

EXIST100B

Top (of initial area) elevation = 1776.200(Ft.)
 Bottom (of initial area) elevation = 1683.200(Ft.)
 Difference in elevation = 93.000(Ft.)
 Slope = 0.09375 s(percent)= 9.38
 $TC = k(0.530)*[(length^3)/(elevation\ change)]^{0.2}$
 Initial area time of concentration = 13.443 min.
 Rainfall intensity = 2.732(In/Hr) for a 100.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.834
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 7.745(CFS)
 Total initial stream area = 3.400(Ac.)
 Pervious area fraction = 1.000

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 Process from Point/Station 208.000 to Point/Station 206.000
 **** NATURAL CHANNEL TIME + SUBAREA FLOW ADDITION ****

Top of natural channel elevation = 1683.200(Ft.)
 End of natural channel elevation = 1650.000(Ft.)
 Length of natural channel = 513.000(Ft.)
 Estimated mean flow rate at midpoint of channel = 11.390(CFS)

Natural valley channel type used
 L.A. County flood control district formula for channel velocity:
 $Velocity(ft/s) = (7 + 8(q(English\ units)^{.352})(slope^{0.5}))$
 Velocity using mean channel flow = 6.57(Ft/s)

Correction to map slope used on extremely rugged channels with
 drops and waterfalls (Plate D-6.2)
 Normal channel slope = 0.0647
 Corrected/adjusted channel slope = 0.0647
 Travel time = 1.30 min. TC = 14.74 min.

Adding area flow to channel
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.846
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 0.000
 Decimal fraction soil group D = 1.000
 RI index for soil(AMC 2) = 89.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Rainfall intensity = 2.597(In/Hr) for a 100.0 year storm
 Subarea runoff = 7.032(CFS) for 3.200(Ac.)
 Total runoff = 14.777(CFS) Total area = 6.600(Ac.)

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 Process from Point/Station 208.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 2
 Stream flow area = 6.600(Ac.)
 Runoff from this stream = 14.777(CFS)
 Time of concentration = 14.74 min.

EXIST100B
Rainfall intensity = 2.597(In/Hr)

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Process from Point/Station 209.000 to Point/Station 210.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 885.000(Ft.)
Top (of initial area) elevation = 1741.400(Ft.)
Bottom (of initial area) elevation = 1674.000(Ft.)
Difference in elevation = 67.400(Ft.)
Slope = 0.07616 s(percent)= 7.62
TC = k(0.530)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 13.388 min.
Rainfall intensity = 2.738(In/Hr) for a 100.0 year storm
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.834
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Initial subarea runoff = 15.527(CFS)
Total initial stream area = 6.800(Ac.)
Pervious area fraction = 1.000

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Process from Point/Station 210.000 to Point/Station 206.000
**** IMPROVED CHANNEL TRAVEL TIME ****

Upstream point elevation = 1674.000(Ft.)
Downstream point elevation = 1650.000(Ft.)
Channel length thru subarea = 685.000(Ft.)
Channel base width = 2.500(Ft.)
Slope or 'Z' of left channel bank = 1.700
Slope or 'Z' of right channel bank = 1.700
Estimated mean flow rate at midpoint of channel = 17.533(CFS)
Manning's 'N' = 0.015
Maximum depth of channel = 1.800(Ft.)
Flow(q) thru subarea = 17.533(CFS)
Depth of flow = 0.524(Ft.), Average velocity = 9.878(Ft/s)
Channel flow top width = 4.280(Ft.)
Flow Velocity = 9.88(Ft/s)
Travel time = 1.16 min.
Time of concentration = 14.54 min.

EXACT CHANNEL DIMENSIONS
UNKNOWN AND APPROXIMATED
BY SECTION A-A ON HYDROLOGY
EXHIBIT

Sub-Channel No. 1 Critical depth = 0.930(Ft.)
' ' ' Critical flow top width = 5.661(Ft.)
' ' ' Critical flow velocity= 4.622(Ft/s)
' ' ' Critical flow area = 3.794(Sq.Ft)

Adding area flow to channel
UNDEVELOPED (poor cover) subarea
Runoff Coefficient = 0.831
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 86.00
Pervious area fraction = 1.000; Impervious fraction = 0.000
Rainfall intensity = 2.616(In/Hr) for a 100.0 year storm

EXIST100B

Subarea runoff = 3.914(CFS) for 1.800(Ac.)
 Total runoff = 19.441(CFS) Total area = 8.600(Ac.)
 Depth of flow = 0.554(Ft.), Average velocity = 10.187(Ft/s)

Sub-Channel No. 1 Critical depth = 0.984(Ft.)
 Critical flow top width = 5.847(Ft.)
 Critical flow velocity = 4.732(Ft/s)
 Critical flow area = 4.108(Sq.Ft)

Process from Point/Station 210.000 to Point/Station 206.000
 **** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 3
 Stream flow area = 8.600(Ac.)
 Runoff from this stream = 19.441(CFS)
 Time of concentration = 14.54 min.
 Rainfall intensity = 2.616(In/Hr)

Process from Point/Station 211.000 to Point/Station 212.000
 **** INITIAL AREA EVALUATION ****

Initial area flow distance = 561.000(Ft.)
 Top (of initial area) elevation = 1709.200(Ft.)
 Bottom (of initial area) elevation = 1672.200(Ft.)
 Difference in elevation = 37.000(Ft.)
 Slope = 0.06595 s(percent) = 6.60
 $TC = k(0.530)*[(length^3)/(elevation\ change)]^{0.2}$
 Initial area time of concentration = 11.482 min.
 Rainfall intensity = 2.980(In/Hr) for a 100.0 year storm
 UNDEVELOPED (poor cover) subarea
 Runoff Coefficient = 0.839
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 86.00
 Pervious area fraction = 1.000; Impervious fraction = 0.000
 Initial subarea runoff = 8.998(CFS)
 Total initial stream area = 3.600(Ac.)
 Pervious area fraction = 1.000

Process from Point/Station 212.000 to Point/Station 206.000
 **** IMPROVED CHANNEL TRAVEL TIME ****

Upstream point elevation = 1672.200(Ft.)
 Downstream point elevation = 1650.000(Ft.)
 Channel length thru subarea = 420.000(Ft.)
 Channel base width = 0.000(Ft.)
 Slope or 'Z' of left channel bank = 3.000
 Slope or 'Z' of right channel bank = 3.000
 Manning's 'N' = 0.015
 Maximum depth of channel = 0.700(Ft.)
 Flow(q) thru subarea = 8.998(CFS)
 Depth of flow = 0.563(Ft.), Average velocity = 9.450(Ft/s)
 Channel flow top width = 3.380(Ft.)
 Flow velocity = 9.45(Ft/s)

EXACT CHANNEL DIMENSIONS
 UNKNOWN AND APPROXIMATED
 BY SECTION B-B ON HYDROLOGY
 EXHIBIT

EXIST100B

Travel time = 0.74 min.
Time of concentration = 12.22 min.

Sub-Channel No. 1 Critical depth = 0.875(Ft.)
Critical flow top width = 4.200(Ft.)
Critical flow velocity = 4.081(Ft/s)
Critical flow area = 2.205(Sq.Ft)

Process from Point/Station 212.000 to Point/Station 206.000
**** CONFLUENCE OF MINOR STREAMS ****

Along Main Stream number: 1 in normal stream number 4
Stream flow area = 3.600(Ac.)
Runoff from this stream = 8.998(CFS)
Time of concentration = 12.22 min.
Rainfall intensity = 2.879(In/Hr)
Summary of stream data:

Stream No.	Flow rate (CFS)	TC (min)	Rainfall Intensity (In/Hr)
1	69.934	11.89	2.923
2	14.777	14.74	2.597
3	19.441	14.54	2.616
4	8.998	12.22	2.879

Largest stream flow has longer or shorter time of concentration
Qp = 69.934 + sum of
Qa Tb/Ta
14.777 * 0.806 = 11.915
Qa Tb/Ta
19.441 * 0.817 = 15.891
Qa Tb/Ta
8.998 * 0.973 = 8.752
Qp = 106.491

Total of 4 streams to confluence:
Flow rates before confluence point:
69.934 14.777 19.441 8.998
Area of streams before confluence:
27.200 6.600 8.600 3.600

Results of confluence:
Total flow rate = 106.491(CFS)
Time of concentration = 11.888 min.
Effective stream area after confluence = 46.000(Ac.)
End of computations, total study area = 46.00 (Ac.)

The following figures may be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.826
Area averaged RI index number = 80.3

10-YEAR OFF-SITE HYDROLOGY (RATIONAL METHOD)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST10C

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 08/13/19 File:EXIST10C.out

TPM 37750 FRITZ DUDA
10-YEAR RATIONAL METHOD HYDROLOGY - DAY ST
WO 2019-0107
ABE 2019/08/13

***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 10.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 10.0
Calculated rainfall intensity data:
1 hour intensity = 0.800(In/Hr)
Slope of intensity duration curve = 0.5500

+++++
Process from Point/Station 301.000 to Point/Station 302.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 759.000(Ft.)
Top (of initial area) elevation = 1759.900(Ft.)
Bottom (of initial area) elevation = 1711.100(Ft.)
Difference in elevation = 48.800(Ft.)
Slope = 0.06430 s(percent)= 6.43
TC = k(0.300)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 7.372 min.
Rainfall intensity = 2.535(In/Hr) for a 10.0 year storm
COMMERCIAL subarea type
Runoff Coefficient = 0.883
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 69.00
Pervious area fraction = 0.100; Impervious fraction = 0.900

EXIST10C
 Initial subarea runoff = 2.461(CFS)
 Total initial stream area = 1.100(Ac.)
 Pervious area fraction = 0.100

+++++
 Process from Point/Station 302.000 to Point/Station 303.000
 **** STREET FLOW TRAVEL TIME + SUBAREA FLOW ADDITION ****

Top of street segment elevation = 1711.100(Ft.)
 End of street segment elevation = 1652.100(Ft.)
 Length of street segment = 898.000(Ft.)
 Height of curb above gutter flowline = 8.0(In.)
 Width of half street (curb to crown) = 38.000(Ft.)
 Distance from crown to crossfall grade break = 36.000(Ft.)
 Slope from gutter to grade break (v/hz) = 0.020
 Slope from grade break to crown (v/hz) = 0.020
 Street flow is on [1] side(s) of the street
 Distance from curb to property line = 6.500(Ft.)
 Slope from curb to property line (v/hz) = 0.020
 Gutter width = 2.000(Ft.)
 Gutter hike from flowline = 1.200(In.)
 Manning's N in gutter = 0.0150
 Manning's N from gutter to grade break = 0.0150
 Manning's N from grade break to crown = 0.0150
 Estimated mean flow rate at midpoint of street = 3.504(CFS)
 Depth of flow = 0.221(Ft.), Average velocity = 4.935(Ft/s)
 Streetflow hydraulics at midpoint of street travel:
 Halfstreet flow width = 8.062(Ft.)
 Flow velocity = 4.93(Ft/s)
 Travel time = 3.03 min. TC = 10.40 min.
 Adding area flow to street
 COMMERCIAL subarea type
 Runoff Coefficient = 0.880
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 69.00
 Pervious area fraction = 0.100; Impervious fraction = 0.900
 Rainfall intensity = 2.097(In/Hr) for a 10.0 year storm
 Subarea runoff = 2.030(CFS) for 1.100(Ac.)
Total runoff = 4.491(CFS) Total area = 2.200(Ac.)
 Street flow at end of street = 4.491(CFS)
 Half street flow at end of street = 4.491(CFS)
 Depth of flow = 0.239(Ft.), Average velocity = 5.232(Ft/s)
 Flow width (from curb towards crown)= 8.935(Ft.)
 End of computations, total study area = 2.20 (Ac.)
 The following figures may
 be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.100
 Area averaged RI index number = 69.0

100-YEAR OFF-SITE HYDROLOGY (RATIONAL METHOD)

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

EXIST100C

Riverside County Rational Hydrology Program

CIVILCADD/CIVILDESIGN Engineering Software,(c) 1989 - 2004 Version 7.0
Rational Hydrology Study Date: 08/13/19 File:EXIST100C.out

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***** Hydrology Study Control Information *****

English (in-lb) units used in input data file

Program License Serial Number 4010

Rational Method Hydrology Program based on
Riverside County Flood Control & Water Conservation District
1978 hydrology manual

Storm event (year) = 100.00 Antecedent Moisture Condition = 2

Standard intensity-duration curves data (Plate D-4.1)
For the [Riverside-Foothill] area used.
10 year storm 10 minute intensity = 2.140(In/Hr)
10 year storm 60 minute intensity = 0.800(In/Hr)
100 year storm 10 minute intensity = 3.210(In/Hr)
100 year storm 60 minute intensity = 1.200(In/Hr)

Storm event year = 100.0
Calculated rainfall intensity data:
1 hour intensity = 1.200(In/Hr)
Slope of intensity duration curve = 0.5500

+++++
Process from Point/Station 301.000 to Point/Station 302.000
**** INITIAL AREA EVALUATION ****

Initial area flow distance = 759.000(Ft.)
Top (of initial area) elevation = 1759.900(Ft.)
Bottom (of initial area) elevation = 1711.100(Ft.)
Difference in elevation = 48.800(Ft.)
Slope = 0.06430 s(percent)= 6.43
TC = k(0.300)*[(length^3)/(elevation change)]^0.2
Initial area time of concentration = 7.372 min.
Rainfall intensity = 3.802(In/Hr) for a 100.0 year storm
COMMERCIAL subarea type
Runoff Coefficient = 0.888
Decimal fraction soil group A = 0.000
Decimal fraction soil group B = 0.000
Decimal fraction soil group C = 1.000
Decimal fraction soil group D = 0.000
RI index for soil(AMC 2) = 69.00
Pervious area fraction = 0.100; Impervious fraction = 0.900

EXIST100C
 Initial subarea runoff = 3.713(CFS)
 Total initial stream area = 1.100(Ac.)
 Pervious area fraction = 0.100

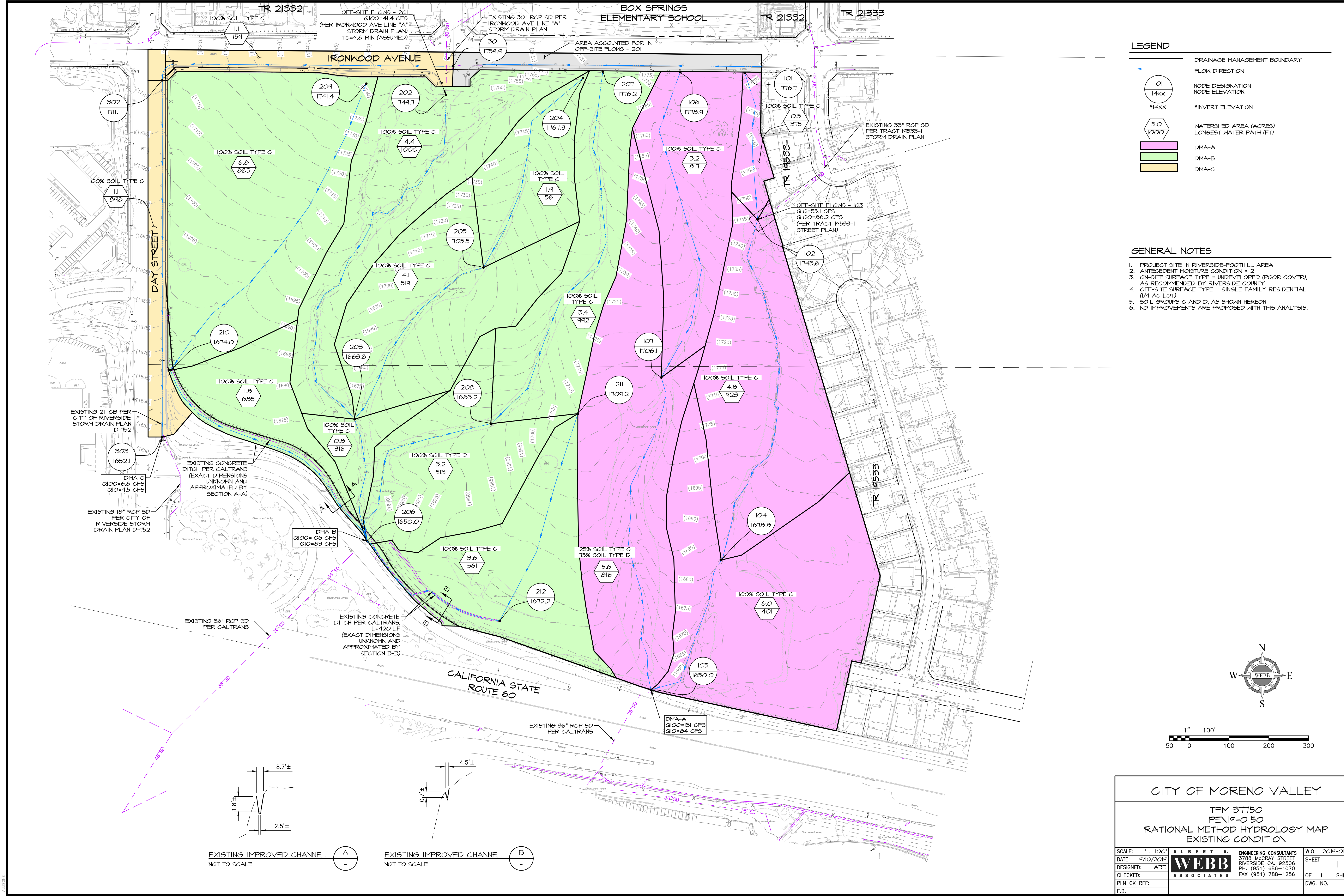
+++++
 Process from Point/Station 302.000 to Point/Station 303.000
 **** STREET FLOW TRAVEL TIME + SUBAREA FLOW ADDITION ****

Top of street segment elevation = 1711.100(Ft.)
 End of street segment elevation = 1652.100(Ft.)
 Length of street segment = 898.000(Ft.)
 Height of curb above gutter flowline = 8.0(In.)
 Width of half street (curb to crown) = 38.000(Ft.)
 Distance from crown to crossfall grade break = 36.000(Ft.)
 Slope from gutter to grade break (v/hz) = 0.020
 Slope from grade break to crown (v/hz) = 0.020
 Street flow is on [1] side(s) of the street
 Distance from curb to property line = 6.500(Ft.)
 Slope from curb to property line (v/hz) = 0.020
 Gutter width = 2.000(Ft.)
 Gutter hike from flowline = 1.200(In.)
 Manning's N in gutter = 0.0150
 Manning's N from gutter to grade break = 0.0150
 Manning's N from grade break to crown = 0.0150
 Estimated mean flow rate at midpoint of street = 5.307(CFS)
 Depth of flow = 0.251(Ft.), Average velocity = 5.444(Ft/s)
 Streetflow hydraulics at midpoint of street travel:
 Halfstreet flow width = 9.565(Ft.)
 Flow velocity = 5.44(Ft/s)
 Travel time = 2.75 min. TC = 10.12 min.
 Adding area flow to street
 COMMERCIAL subarea type
 Runoff Coefficient = 0.886
 Decimal fraction soil group A = 0.000
 Decimal fraction soil group B = 0.000
 Decimal fraction soil group C = 1.000
 Decimal fraction soil group D = 0.000
 RI index for soil(AMC 2) = 69.00
 Pervious area fraction = 0.100; Impervious fraction = 0.900
 Rainfall intensity = 3.194(In/Hr) for a 100.0 year storm
 Subarea runoff = 3.112(CFS) for 1.100(Ac.)
Total runoff = 6.824(CFS) Total area = 2.200(Ac.)
 Street flow at end of street = 6.824(CFS)
 Half street flow at end of street = 6.824(CFS)
 Depth of flow = 0.272(Ft.), Average velocity = 5.783(Ft/s)
 Flow width (from curb towards crown)= 10.584(Ft.)
 End of computations, total study area = 2.20 (Ac.)
 The following figures may
 be used for a unit hydrograph study of the same area.

Area averaged pervious area fraction(Ap) = 0.100
 Area averaged RI index number = 69.0

RATIONAL METHOD HYDROLOGY MAP

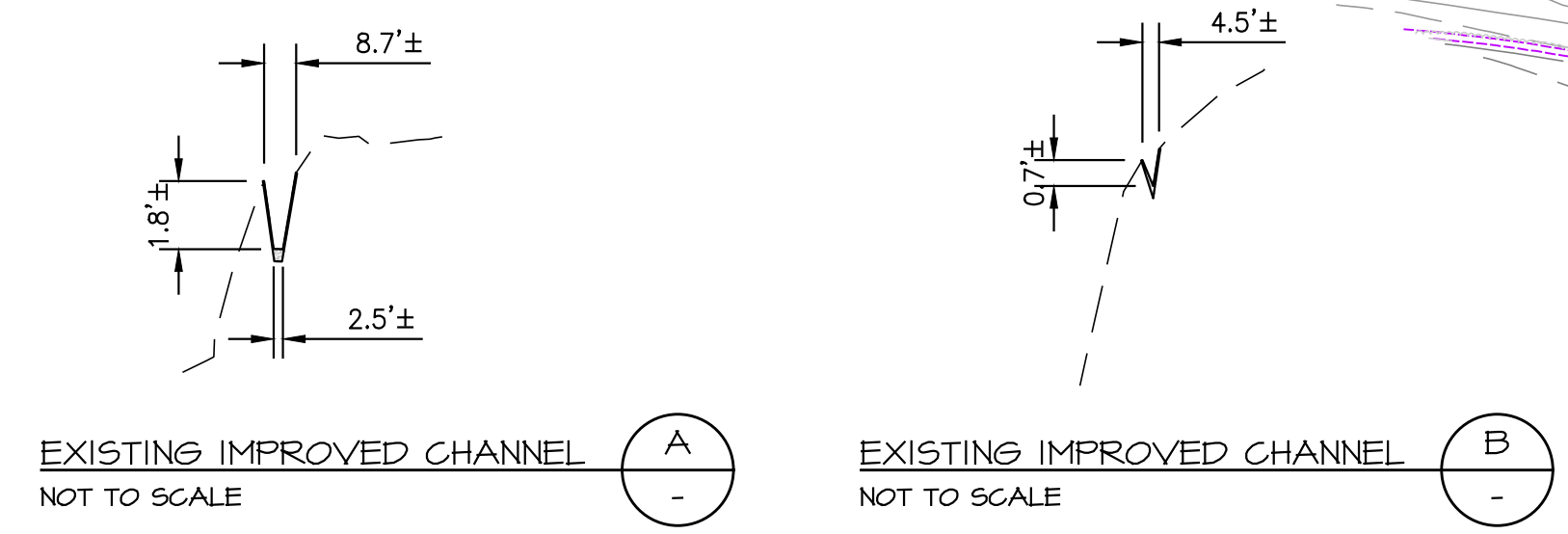
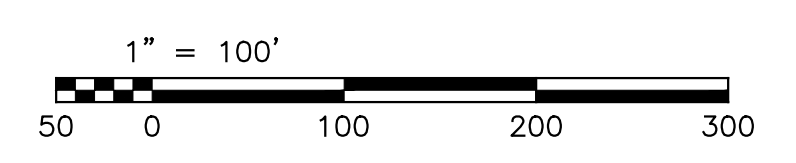
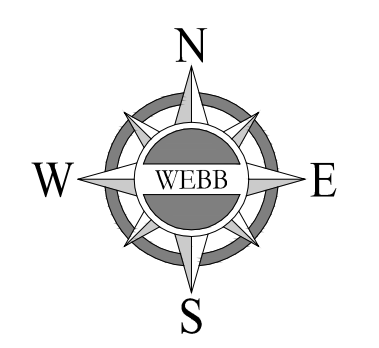
Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-



LEGEND

- DRAINAGE MANAGEMENT BOUNDARY
- FLOW DIRECTION
- NODE DESIGNATION
NODE ELEVATION
- *INVERT ELEVATION
- WATERSHED AREA (ACRES)
LONGEST WATER PATH (FT)
- DMA-A
- DMA-B
- DMA-C

- GENERAL NOTES**
1. PROJECT SITE IN RIVERSIDE-FOOTHILL AREA
 2. ANTECEDENT MOISTURE CONDITION = 2
 3. ON-SITE SURFACE TYPE = UNDEVELOPED (POOR COVER), AS RECOMMENDED BY RIVERSIDE COUNTY
 4. OFF-SITE SURFACE TYPE = SINGLE FAMILY RESIDENTIAL (1/4 AC LOT)
 5. SOIL GROUPS C AND D, AS SHOWN HEREON
 6. NO IMPROVEMENTS ARE PROPOSED WITH THIS ANALYSIS.



CITY OF MORENO VALLEY

TPM 37750
PEN19-0150
RATIONAL METHOD HYDROLOGY MAP
EXISTING CONDITION

SCALE: 1" = 100'	WEBB ASSOCIATES	ENGINEERING CONSULTANTS 3788 MCCRAY STREET RIVERSIDE CA 92506 PH. (951) 686-1070 FAX (951) 788-1256	W.O. 2019-0107 SHEET 1 OF 1 SHEETS DWG. NO.
DATE: 9/10/2019 DESIGNED: ABE CHECKED: PLN CK REF: F.B.			

APPENDIX B – HYDRAULIC ANALYSIS

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

INLET AND CATCH BASIN CALCULATIONS

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

```

*****
HYDRAULIC ELEMENTS - I PROGRAM PACKAGE
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Ver. 20.0 Release Date: 06/01/2013 License ID 1238

```

Analysis prepared by:

```

-----
TIME/DATE OF STUDY: 08:40 09/10/2019
=====

```

```

Problem Descriptions:
TPM 37750 FRITZ DUDA
EXISTING 36" CALTRANS PIPE (DMA-A & DMA-B)
ABE 2019-09-10
*****

```

```

>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
-----

```

```

PIPE DIAMETER (FEET) = 3.000
FLOWDEPTH (FEET) = 3.000
PIPE SLOPE (FEET/FEET) = 0.0040
MANNINGS FRICTION FACTOR = 0.015000
>>>> NORMAL DEPTH FLOW (CFS) = 36.56
=====

```

ANY FLOWS OVER 36.6 CFS WILL RESULT IN PONDING AT THE INLET LOCATIONS OF DMA-A & DMA-B. THIS IS THE EXISTING CONDITION FOR THE CALTRANS PIPES CONVEYING THE FLOWS FROM BOTH DMAS.


```

*****
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Ver. 20.0 Release Date: 06/01/2013 License ID 1238

```

Analysis prepared by:

```

-----
TIME/DATE OF STUDY: 09:10 08/14/2019
-----

```

```

Problem Descriptions:
TPM 37750 FRITZ DUDA
EXISTING 36" CALTRANS PIPE (DMA-A)
ABE 2019-08-14

```

```

*****
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<

```

```

PIPE DIAMETER (FEET) = 3.000
PIPE SLOPE (FEET/FEET) = 0.0050
PIPEFLOW (CFS) = 131.00
MANNINGS FRICTION FACTOR = 0.015000

```

PIPE SLOPE IS UNKNOWN. MINIMUM S=0.0050
USED FOR CONSERVATIVE CALCULATIONS.

```

-----
CRITICAL-DEPTH FLOW INFORMATION:

```

```

CRITICAL DEPTH (FEET) = 2.96
CRITICAL FLOW AREA (SQUARE FEET) = 7.053
CRITICAL FLOW TOP-WIDTH (FEET) = 0.658
CRITICAL FLOW PRESSURE + MOMENTUM (POUNDS) = 5361.68
CRITICAL FLOW VELOCITY (FEET/SEC.) = 18.575
CRITICAL FLOW VELOCITY HEAD (FEET) = 5.36
CRITICAL FLOW HYDRAULIC DEPTH (FEET) = 10.72
CRITICAL FLOW SPECIFIC ENERGY (FEET) = 8.32

```

==>NORMAL PIPEFLOW IS PRESSURE FLOW

```

*****
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Ver. 20.0 Release Date: 06/01/2013 License ID 1238

```

Analysis prepared by:

```

-----
TIME/DATE OF STUDY: 16:02 08/13/2019
-----

```

```

Problem Descriptions:
TPM 37750 FRITZ DUDA
EXISTING 36" CALTRANS PIPE (DMA-B)
ABE 2019-08-13

```

```

*****
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<

```

```

-----
PIPE DIAMETER (FEET) = 3.000
PIPE SLOPE (FEET/FEET) = 0.0050
PIPEFLOW (CFS) = 104.00
MANNINGS FRICTION FACTOR = 0.015000

```

PIPE SLOPE IS UNKNOWN. MINIMUM S=0.0050
USED FOR CONSERVATIVE CALCULATIONS.

```

-----
CRITICAL-DEPTH FLOW INFORMATION:

```

```

-----
CRITICAL DEPTH (FEET) = 2.91
CRITICAL FLOW AREA (SQUARE FEET) = 7.007
CRITICAL FLOW TOP-WIDTH (FEET) = 1.024
CRITICAL FLOW PRESSURE + MOMENTUM (POUNDS) = 3612.75
CRITICAL FLOW VELOCITY (FEET/SEC.) = 14.843
CRITICAL FLOW VELOCITY HEAD (FEET) = 3.42
CRITICAL FLOW HYDRAULIC DEPTH (FEET) = 6.84
CRITICAL FLOW SPECIFIC ENERGY (FEET) = 6.33
==>NORMAL PIPEFLOW IS PRESSURE FLOW
-----

```

```

*****
HYDRAULIC ELEMENTS - I PROGRAM PACKAGE
(C) Copyright 1982-2013 Advanced Engineering Software (aes)
Ver. 20.0 Release Date: 06/01/2013 License ID 1238

```

Analysis prepared by:

```

-----
TIME/DATE OF STUDY: 09:36 09/10/2019
=====

```

```

Problem Descriptions:
TPM 37750 FRITZ DUDA
EXISTING CATCH BASIN IN DAY STREET (DMA-C)
ABE 2019-09-10
*****
>>>>FLOWBY CATCH BASIN INLET CAPACITY INPUT INFORMATION<<<<
-----

```

Curb Inlet Capacities are approximated based on the Bureau of Public Roads nomograph plots for flowby basins and sump basins.

```

STREETFLOW(CFS) = 6.82
GUTTER FLOWDEPTH(FEET) = 0.27
BASIN LOCAL DEPRESSION(FEET) = 0.33

```

```

-----
FLOWBY BASIN ANALYSIS RESULTS:

```

BASIN WIDTH	FLOW INTERCEPTION
2.68	0.94
3.00	1.05
3.50	1.21
4.00	1.38
4.50	1.55
5.00	1.71
5.50	1.88
6.00	2.04
6.50	2.21
7.00	2.37
7.50	2.53
8.00	2.69
8.50	2.86
9.00	3.02
9.50	3.17
10.00	3.31
10.50	3.45
11.00	3.58
11.50	3.71
12.00	3.84
12.50	3.97
13.00	4.10
13.50	4.22
14.00	4.35
14.50	4.47
15.00	4.60
15.50	4.72
16.00	4.84

16.50	4.94
17.00	5.04
17.50	5.14
18.00	5.24
18.50	5.33
19.00	5.43
19.50	5.53
20.00	5.62
20.50	5.71
21.00	5.80
21.50	5.90
22.00	5.99
22.50	6.08
23.00	6.17
23.50	6.26
24.00	6.35
24.50	6.43
25.00	6.52
25.50	6.61
26.00	6.69
26.50	6.78
26.77	6.82

EXISTING 21' WIDE CATCH BASIN PER CITY OF RIVERSIDE DAY STREET WIDENING PLAN, D-752

APPENDIX C – REFERENCES

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

CALTRANS RIGHT OF WAY MAP

THIS PLAN SHOWS EXISTING STORM DRAIN UNDER CALIFORNIA STATE ROUTE 60

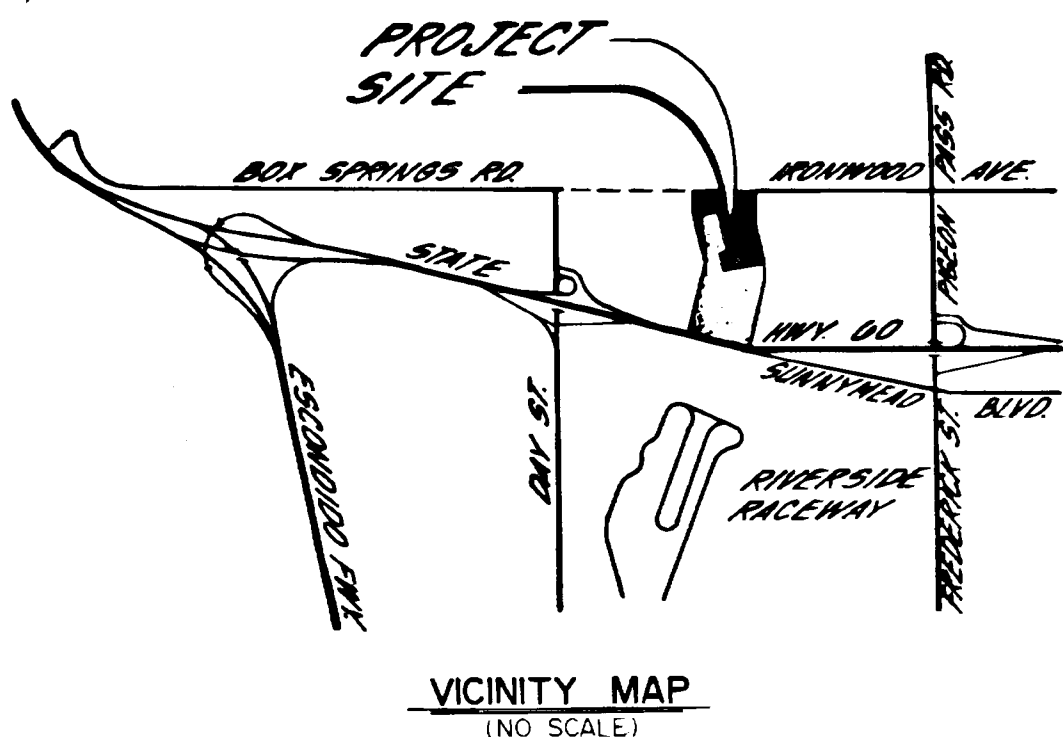
Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

TRACT 19533-1 STREET PLAN (EXCERPT)

FLOW RATES SHOWN ON THESE PLAN SETS USED AS DISCHARGES ONTO DMA-A

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

STREET IMPROVEMENT PLANS FOR TRACT NO. 19533-1



GENERAL NOTES

- The contractor shall be responsible for the clearing of the proposed work area, relocation costs of all existing utilities. Permittee must inform County of construction schedule at least 48 hours prior to beginning of construction. PHONE 787-6111 for permit cases, PHONE 787-2031 for parcel maps and tracts.
- The developer will install street name signs conforming to County Standard No. 816, as directed.
- All work shall conform to the requirements of the Riverside County Road Department Improvement Standards and Specifications, dated 1982, County Ordinance 461 and subsequent amendments.
- It shall be the responsibility of the contractor to notify the engineer to install street centerline monuments required by Riverside County Ordinance No. 461.
- It shall be the responsibility of the developer or contractor to apply to the Riverside County Road Department, Permit Section, for an encroachment permit, for all work on existing County maintained roads and for utility work within offers of dedication for public use.
- All underground facilities, with laterals, shall be in place prior to paving the street section including, but not limited to, the following: Sewer, water, electric, gas, drainage.
- Curb depressions and driveway approaches will be installed and constructed according to County Standard No. 206 and/or No. 207, as directed in the field.
- "Asphaltic Emulsion (Fog Seal) shall be applied not less than fourteen days following placement of the asphalt surfacing and shall be applied at a rate of 0.05 gallons per square yard. Asphaltic emulsion shall conform to Sections 37, 39 and 94 of the State Standard Specifications.
- All street sections are tentative. Additional soil tests may be taken after rough grading to determine the exact street section requirements. In the event expansive soils are encountered, sidewalks shall be constructed per Riverside County Std. No. 401.
- Install street trees in accordance with Ordinance No. 460.53, Art. 13A.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO APPLY TO CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN THE STATE RIGHT OF WAY.

CONSTRUCTION NOTES & QUANTITY ESTIMATES

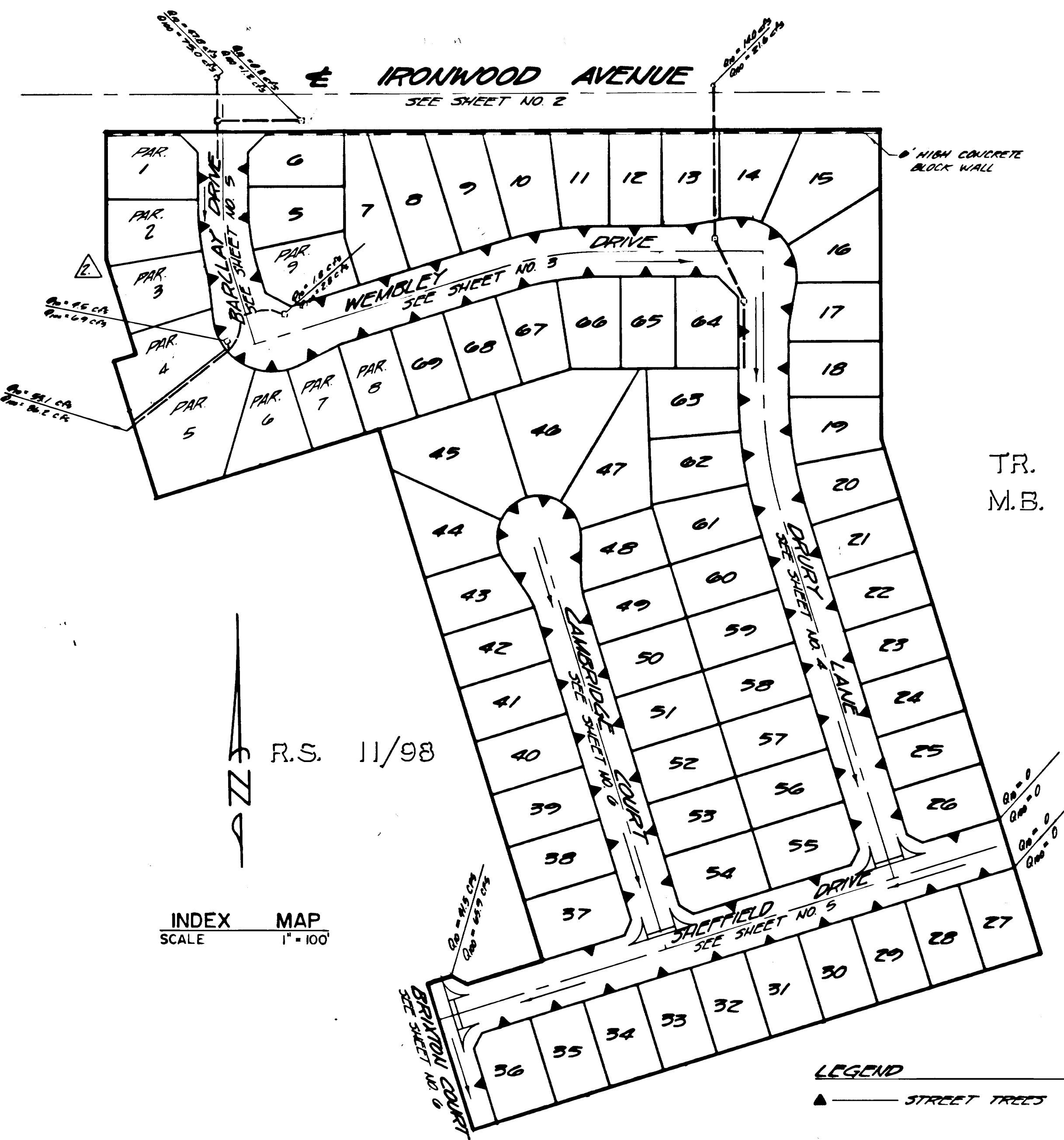
NO.	DESCRIPTION	QUANTITY	
		TOTAL	UNIT
1	CONSTRUCT 0.33' AC OVER 1.04' AB CLASS 3 PER COUNTY OF RIVERSIDE STANDARDS (IRONWOOD AVE.)	27,750	S.F.
2	CONSTRUCT 0.15' AC OVER 0.85' AB CLASS 3 PER COUNTY OF RIVERSIDE STANDARDS (CAMBRIDGE CT.)	92,872	S.F.
3	CONSTRUCT 0.15' AC OVER 0.15' AB CLASS 3 PER COUNTY OF RIVERSIDE STANDARDS (CAMBRIDGE CT.)	19,330	S.F.
4	CONSTRUCT TYPE 'A' 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. NO. 200	1090	L.F.
5	CONSTRUCT TYPE 'A' 6" CURB ONLY PER COUNTY OF RIVERSIDE STD. DWG. NO. 200	5211	L.F.
6	CONSTRUCT TYPE 'B' 8" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. NO. 201	158	L.F.
7	CONSTRUCT TYPE 'B' 8" CURB ONLY PER COUNTY OF RIVERSIDE STD. DWG. NO. 201	90	L.F.
8	CONSTRUCT CURB & GUTTER TRANSITION (TYPE 'A' 6" TO TYPE 'B' 8") PER COUNTY OF RIVERSIDE STANDARDS	79	L.F.
9	CONSTRUCT CURB ONLY TRANSITION (TYPE 'A' 6" TO TYPE 'B' 8") PER COUNTY OF RIVERSIDE STANDARDS	79	L.F.
10	CONSTRUCT CROSS GUTTER PER COUNTY OF RIVERSIDE STD. DWG. NO. 209 & 210	2027	S.F.
11	CONSTRUCT ACCESS FRAME PER COUNTY OF RIVERSIDE STD. DWG. NO. 402 & 403	8	EA.
12	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STD. DWG. NO. 401. (QUANTITIES INCLUDE DRIVEWAY APPROACHES)	37,149	S.F.
13	STREET TREES	81	EA.
14	STREET SIGNS	6	EA.
15	STREET LIGHTS		
16	UTILITY TRENCHING	4025	L.F.
17	CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. DWG. NO. 610	2	EA.
18	CONSTRUCT DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. DWG. NO. 602	74	EA.
19	CONSTRUCT CATCH BASIN PER COUNTY OF RIVERSIDE STD. DWG. NO. 300 & 300A W=400 V=4.00	3	EA.
20	CONSTRUCT CATCH BASIN PER COUNTY OF RIVERSIDE STD. DWG. NO. 300 & 300A W=400 V=5.90	1	EA.
21	CONSTRUCT CATCH BASIN PER COUNTY OF RIVERSIDE STD. DWG. NO. 300 & 300A W=700 V=5.74		

STORM DRAIN QUANTITIES

22	CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. STD. M.H. 291	3	EA.
23	CONSTRUCT 30" R.C.P. (1250-D)	272	L.F.
24	CONSTRUCT 18" R.C.P. (2000-D)	190	L.F.
25	CONSTRUCT 18" R.C.P. (1250-D)	241	L.F.
26	CONSTRUCT NLET TYPE 2 PER R.C.F.C. STD. CB. 105	2	EA.
27	CONSTRUCT 6" ABS BLEEDER LINE	83	L.F.
28	CONSTRUCT 6" ABS CURB OUTLET PER DETAIL ON SHEET 4	1	EA.
29	CONSTRUCT 33" R.C.P. (1250-D)	223	L.F.
30	CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.C.F.C. DWG. JS. 227	1	EA.
31	CONSTRUCT 1/4" YOU RIP RAP OUTLET	300	S.F.

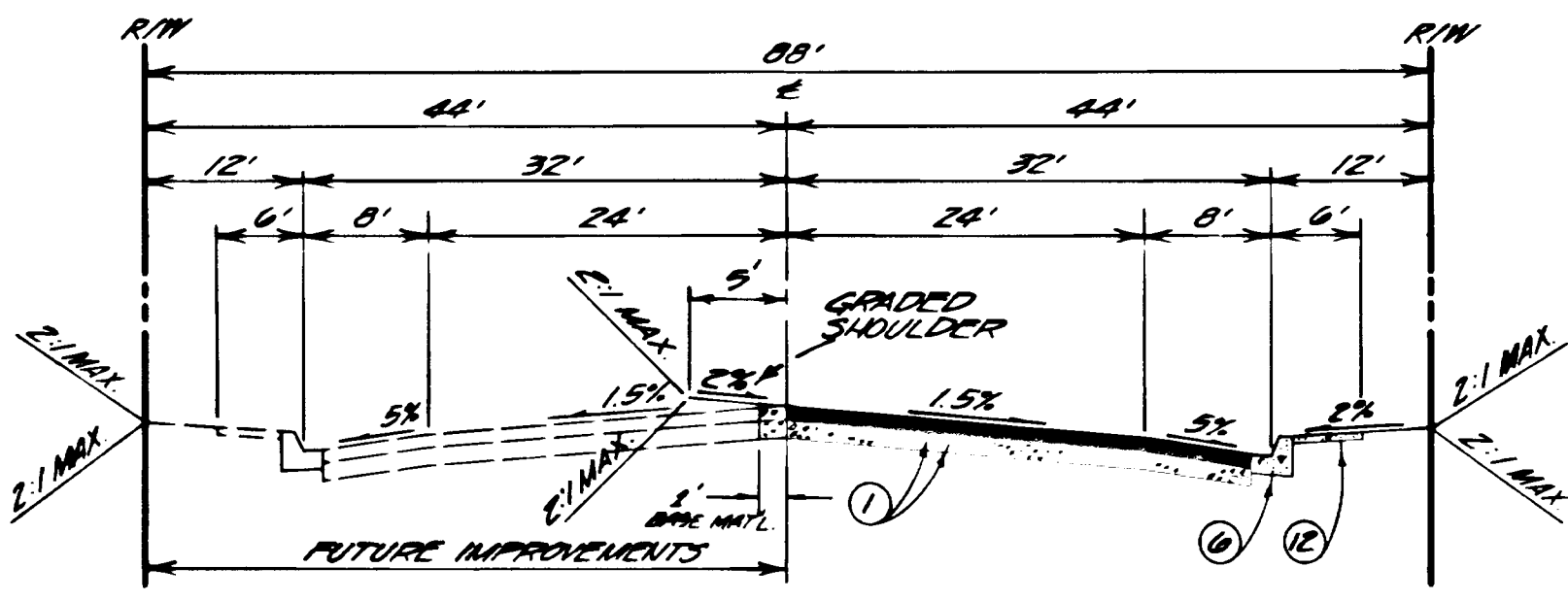
NOTIFICATIONS

- CONSTRUCTION UNDER RIVERSIDE COUNTY SUBDIVISION AGREEMENT
- Contractor shall notify Riverside County Road Dept. Construction Section at Riverside 787-2031 or 787-2032 at least 48 hours in advance of starting construction.
 - Contractor shall notify Riverside County Flood Control District at Riverside 787-2015 at least 48 hours in advance of starting construction.
 - Contractor shall notify the following at least 48 hours prior to excavation.
 - a. So. Calif. Gas Co. } VIA (USA)
 - b. So. Calif. Edison Co. }
 - c. General Telephone Co. }
 - d. Underground Service Alert (USA) 1-800-422-4133

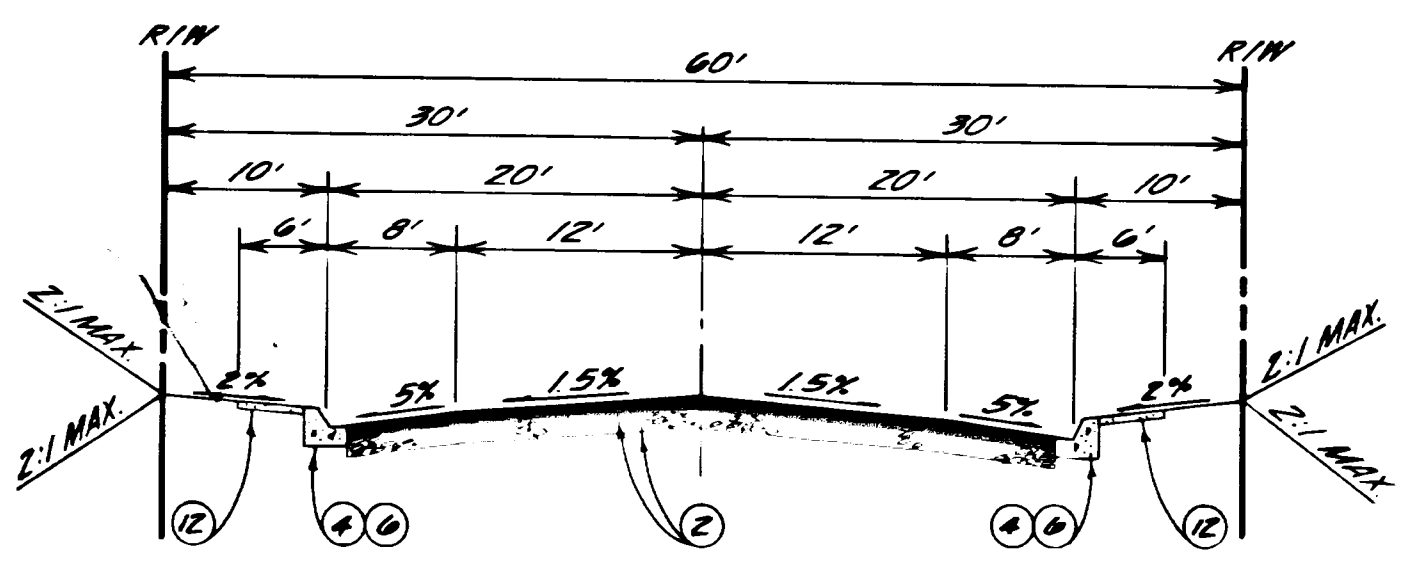


TR. 19233-1
M.B. 140/14-17

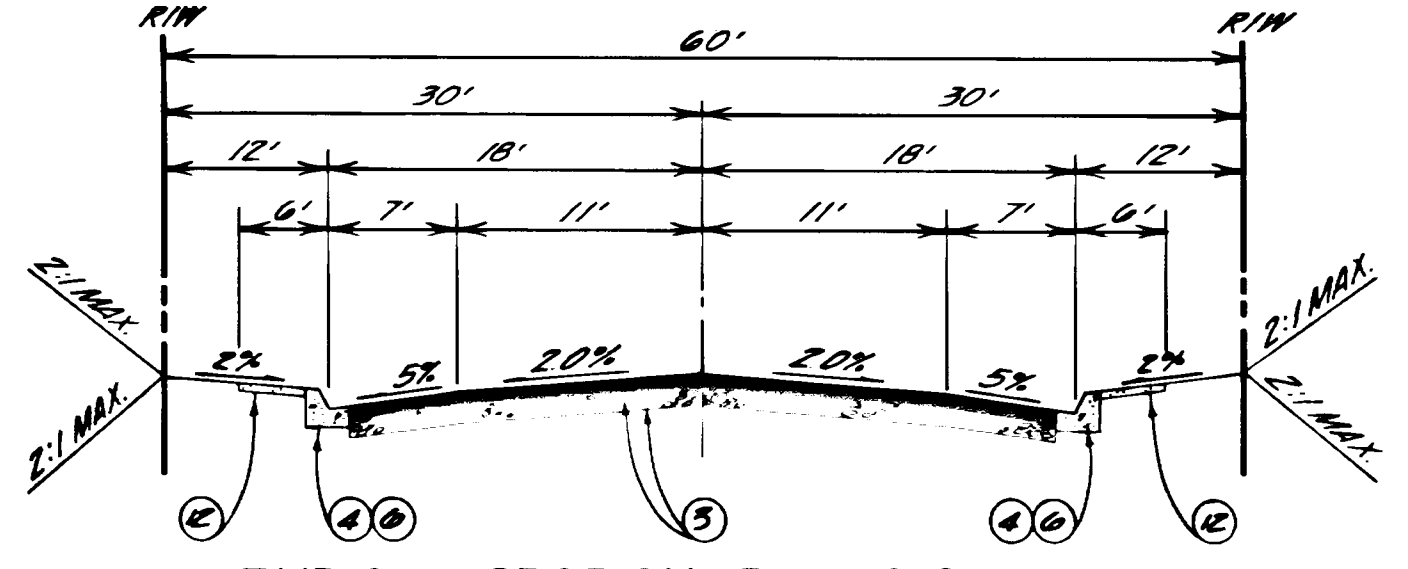
INDEX MAP SCALE 1" = 100'



TYPICAL SECTION - RIV. CO. STD. 102
IRONWOOD AVENUE
T.I. =



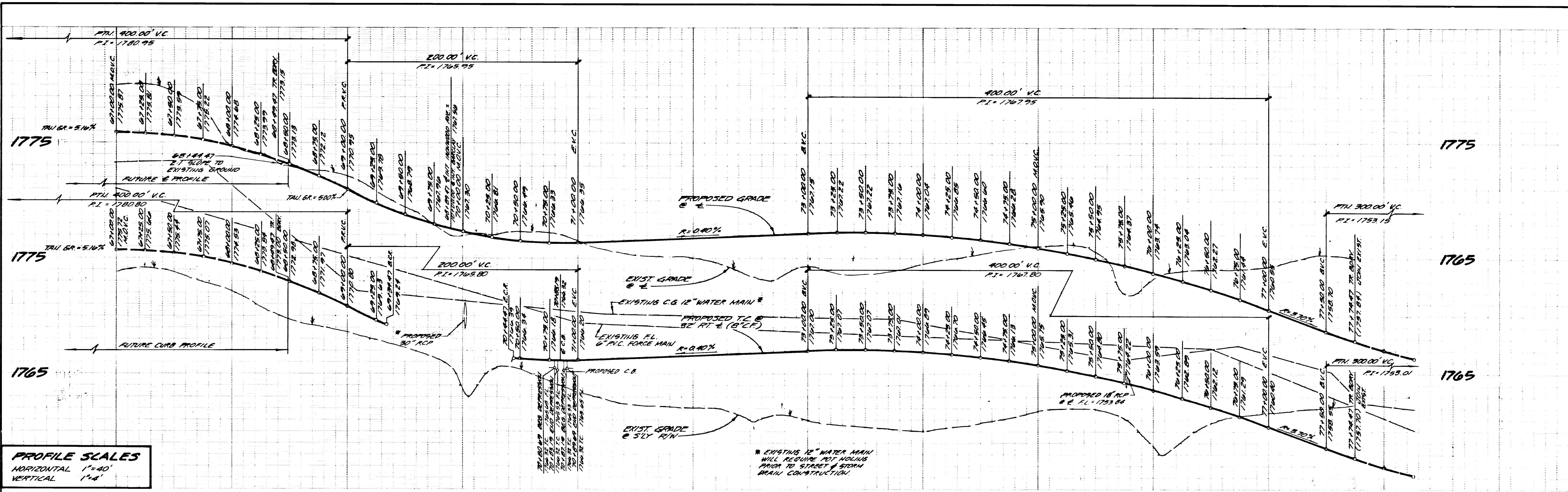
TYPICAL SECTION - RIV. CO. STD. 104A
BARCLAY DRIVE - WEMBLEY DRIVE
DRURY LANE - SHEFFIELD DRIVE
BRIXTON COURT
T.I. =



TYPICAL SECTION - RIV. CO. STD. 105A
CAMBRIDGE COURT
BRIXTON COURT
T.I. =

REVISIONS: 1. REVISED PROFILES ON SHEETS 3, 4, 5, 6, 7 2. REVISED WEMBLEY & BARCLAY INT. STORM DRAIN 3. FINAL STRUCTURAL SECTIONS 9/30/85	APPROVED BY: REGISTERED CIVIL ENGINEER NO. 51116 DATE: 8/10/85	GFB & ASSOCIATES, INC. 6809 INDIANA AVENUE SUITE 201 RIVERSIDE, CA. 92506 (714) 781-0811	TRACT NO. 19533-1 COUNTY OF RIVERSIDE SCHEDULE "A" STREET IMPROVEMENT PLAN TITLE SHEET - INDEX MAP SECTION 2, T.3S., R.4W.
APPROVED BY: RIVERSIDE COUNTY, CALIF. FOR ROAD COMMISSIONER DATE: 9/4/85	SCALE: AS SHOWN DATE MAY, 1985	BENCH MARK: ELEV=1640603 FD BRASS DISK STAMPED RIV. CO. SURVEY B.M. M-59-69 ON A CONCRETE HEADWALL AT THE SW CORNER OFF-RAMP, FREDERICK ST.	J.N. R513-0101 OF 7 SHEETS FILE NO.

Attachment: Appendix E - Preliminary Drainage Study (4/106 - PEN19-0151 General Plan Amendment, PEN19-0151 Tentative Parcel Map 37)



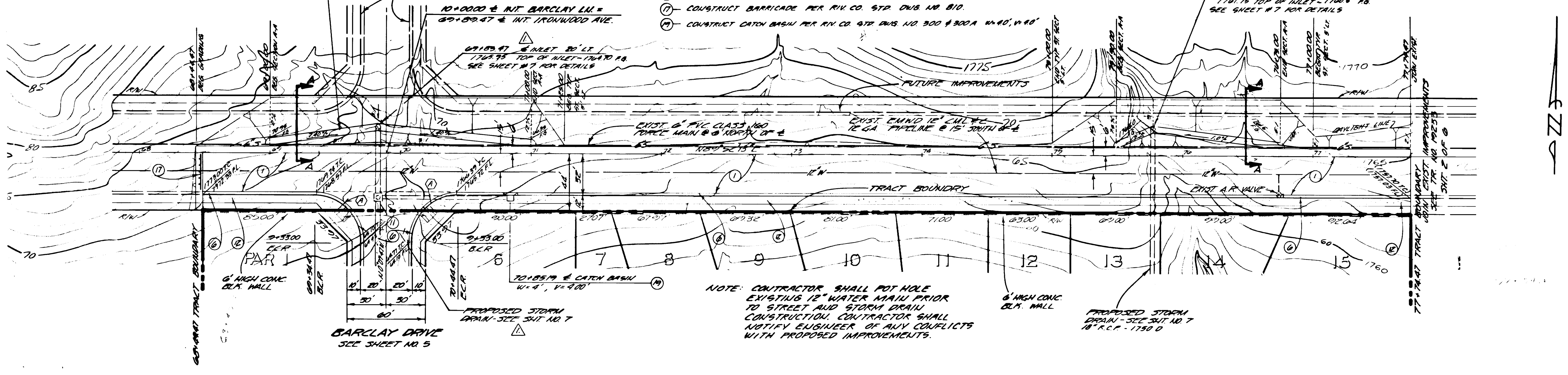
PROFILE SCALES
 HORIZONTAL 1"=40'
 VERTICAL 1"=4'

68 69 70 71 72 73 74 75 76 77 78

CONSTRUCTION NOTES

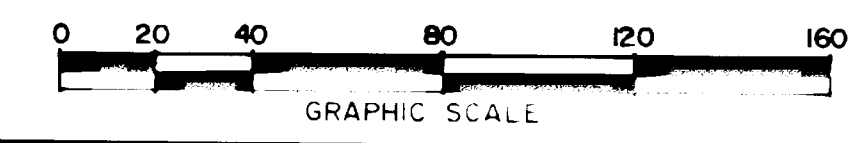
- ① CONSTRUCT 0.15' A.C. OVER 1.05' CLASS B A.B. PER RIV. CO. STD.
- ② CONSTRUCT TYPE 'B' 8" CURB AND GUTTER PER RIV. CO. STD. DUG. NO. 201
- ③ CONSTRUCT ACCESS RAMP PER RIV. CO. STD. DUG. NO. 402 & 403
- ④ CONSTRUCT SIDEWALK PER RIV. CO. STD. DUG. NO. 401.
- ⑤ CONSTRUCT BARRICADE PER RIV. CO. STD. DUG. NO. 810.
- ⑥ CONSTRUCT DITCH BASIN PER RIV. CO. STD. DUG. NO. 300 & 300A W-40, W-40'

NOTE: CONSTRUCT GRADED SWALE PER SECTION A-A THIS SHEET.

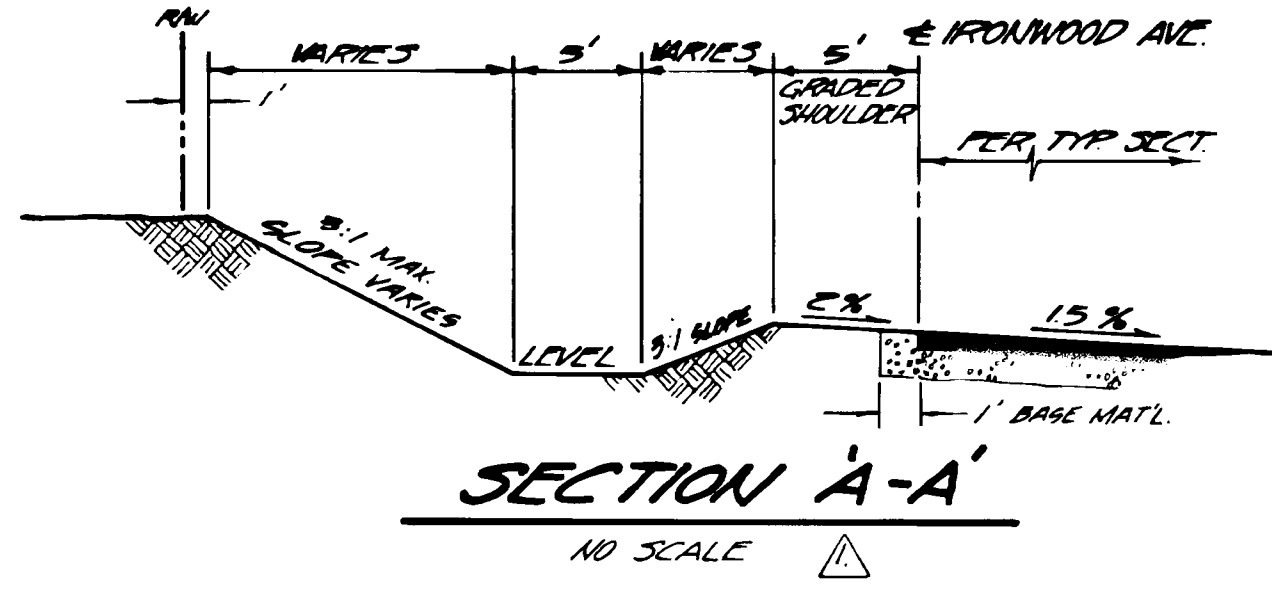


NOTE: CONTRACTOR SHALL POT HOLE EXISTING 12" WATER MAIN PRIOR TO STREET AND STORM DRAIN CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS.

IRONWOOD AVENUE



CURVE DATA			
Δ	R	L	T
90°00'	55'	54.98'	55.00'



REVISIONS:		APPROVED BY:
1	REVISED STORM DRAIN LOCATION (LINE A)	<i>Shay W. Wanda</i>

DATE: 6/15/85	APPROVED BY: <i>Shay W. Wanda</i> REGISTERED CIVIL ENGINEER NO. 13116
DATE: 9/4/85	APPROVED BY: <i>Shay W. Wanda</i> RIVERSIDE COUNTY CALIF. FOR ROAD COMMISSIONER

GFB & ASSOCIATES, INC.
 6809 INDIANA AVENUE SUITE 201
 RIVERSIDE, CA 92506 (714) 781-0811

SCALE: 1"=40'
 PROFILE SCALES:
 HORIZ. 1"=40'
 VERT. 1"=4'

DATE MAY, 1985

TRACT NO. 19533-1
 COUNTY OF RIVERSIDE

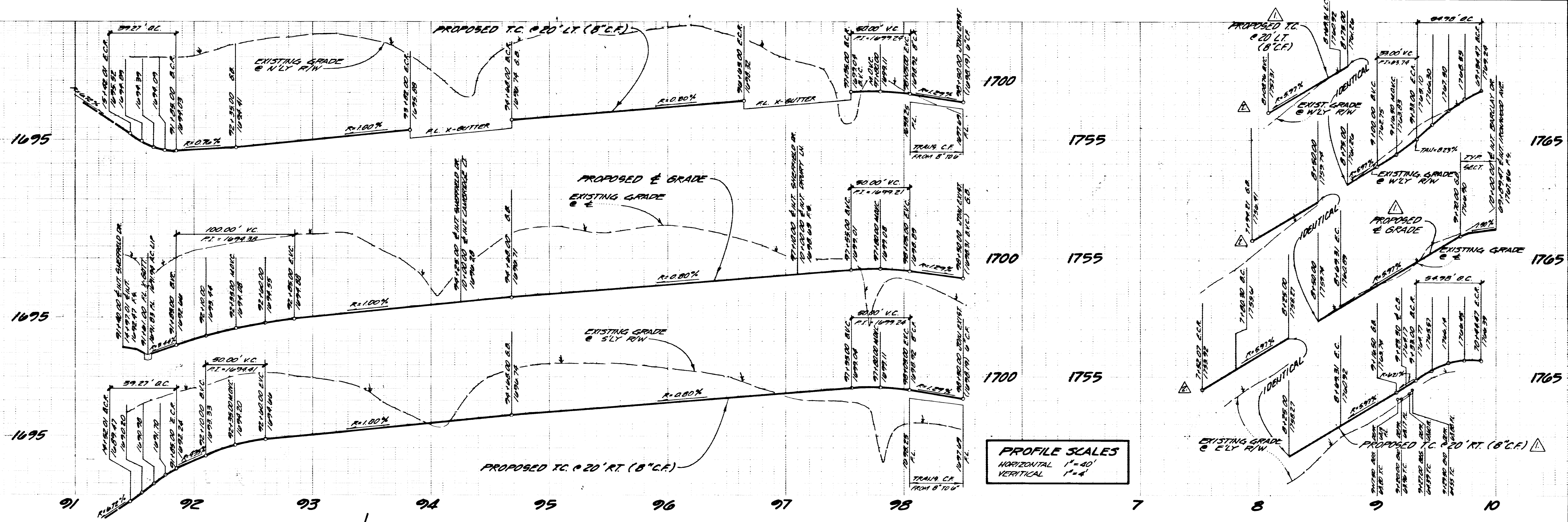
2
 OF 7 SHEETS

STREET IMPROVEMENT PLAN
IRONWOOD AVENUE

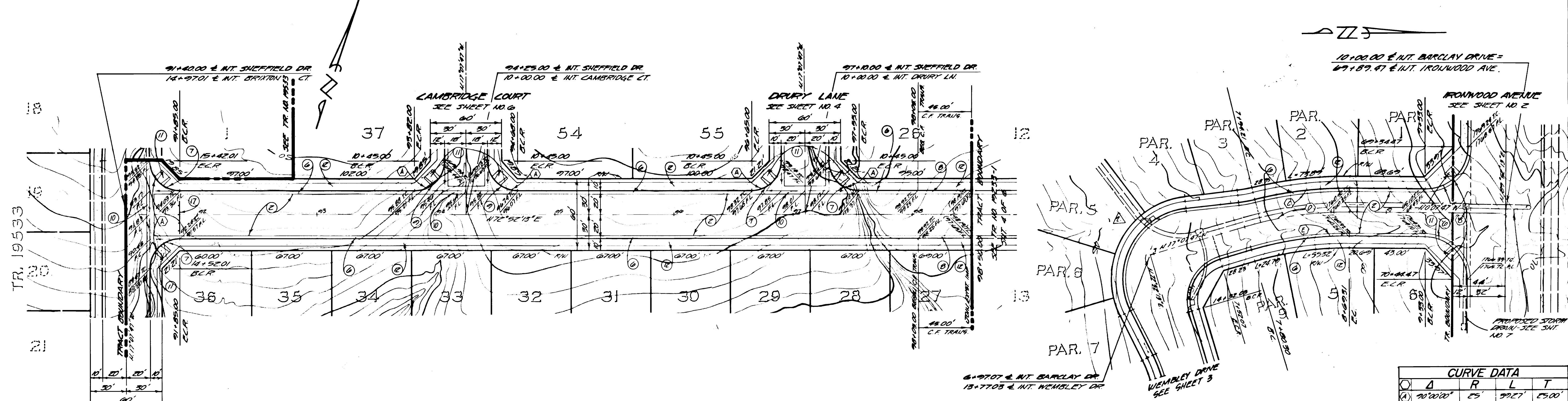
SECTION 25, T.3S., R.4W.

J.N. R513-0101

FILE NO.



PROFILE SCALES
 HORIZONTAL 1" = 40'
 VERTICAL 1" = 4'



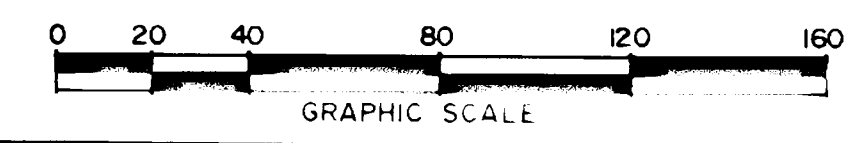
CONSTRUCTION NOTES

- 1. CONSTRUCT 0.5' A.C. OVER 0.85' CLASS 3 A.B. PER RIV CO. 9709.
- 2. CONSTRUCT TYPE 'B' 8" CURB AND GUTTER PER RIV CO. 970 DWS NO. 201
- 3. CONSTRUCT TYPE 'B' 8" CURB ONLY PER RIV CO. 970 DWS NO. 201
- 4. CONSTRUCT CURB AND GUTTER TRANSITION (TYPE 'A' 6" TO TYPE 'B' 8") PER RIV CO. 9709.
- 5. CONSTRUCT CURB ONLY TRANSITION (TYPE 'A' 6" TO TYPE 'B' 8") PER RIV CO. 9709.
- 6. CONSTRUCT CROSS GUTTER PER RIV CO. 970 DWS NO. 209 & 210.
- 7. CONSTRUCT ACCESS RAMP PER RIV CO. 970 DWS NO. 402 & 403.
- 8. CONSTRUCT SIDEWALK PER RIV CO. 970 DWS NO. 401.
- 9. CONSTRUCT BARRICADE PER RIV CO. 970 DWS NO. 810.
- 10. CONSTRUCT CATCH BASIN PER RIV CO. 970 DWS NO. 300 & 300A W=7'00", V=6'12"

SHEFFIELD DRIVE

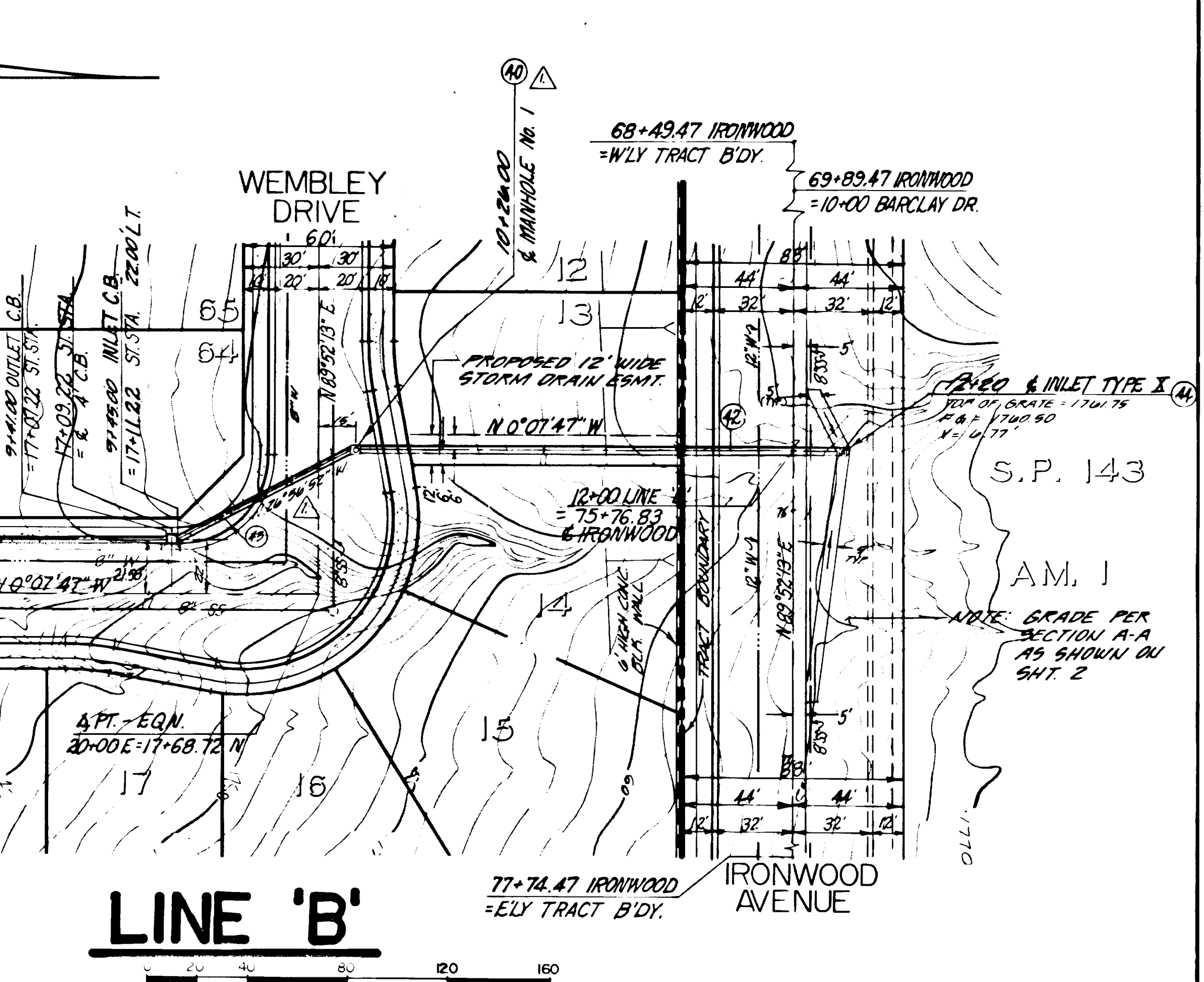
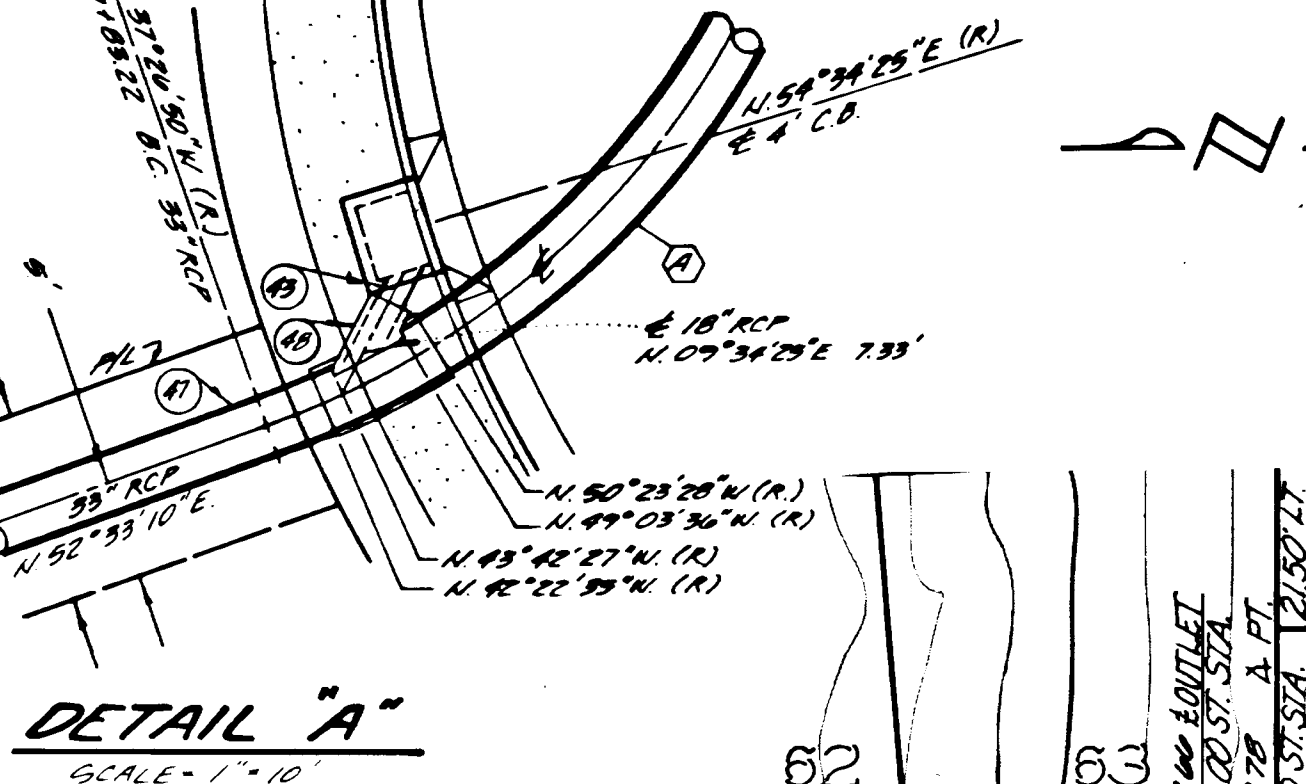
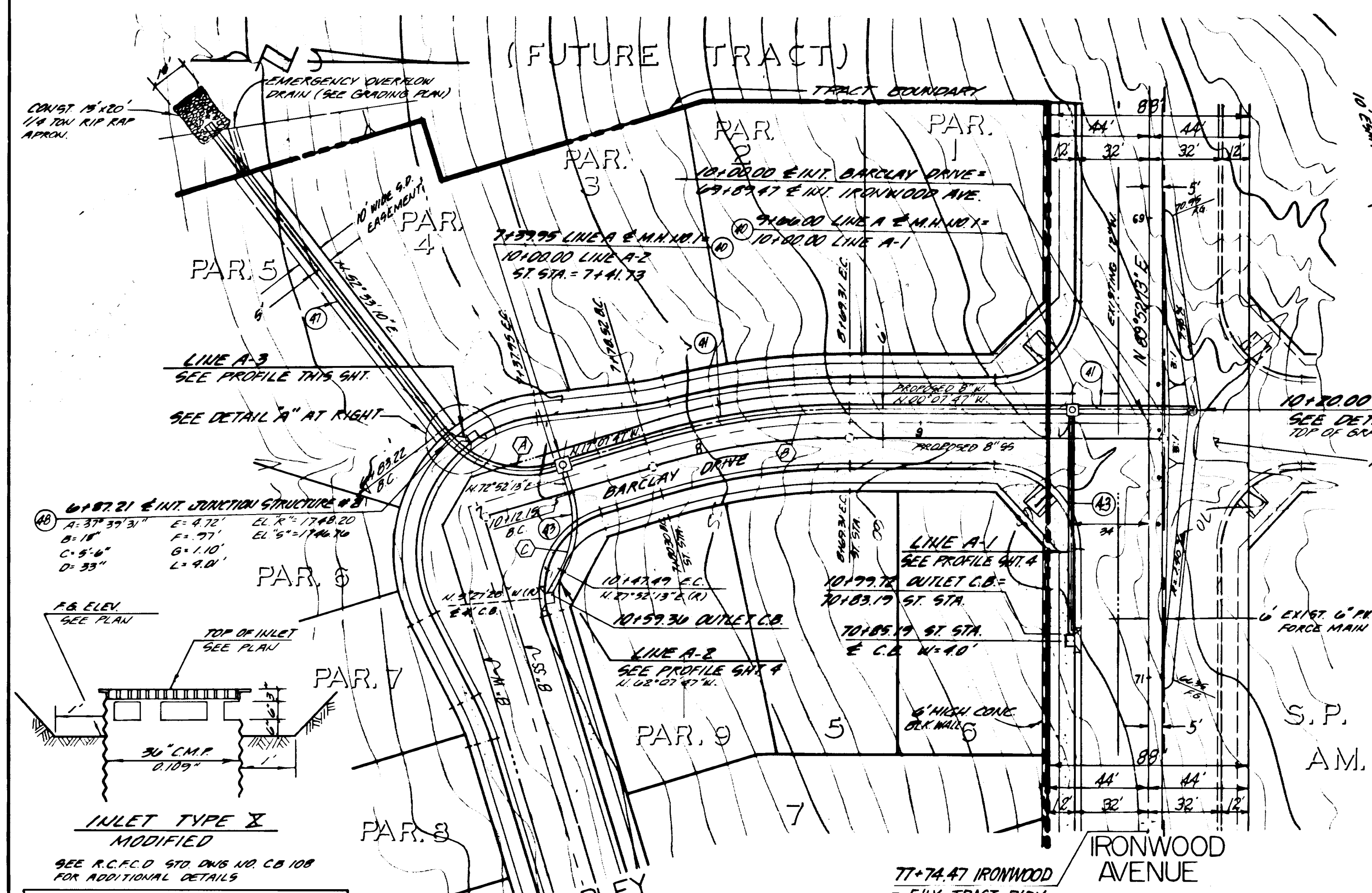
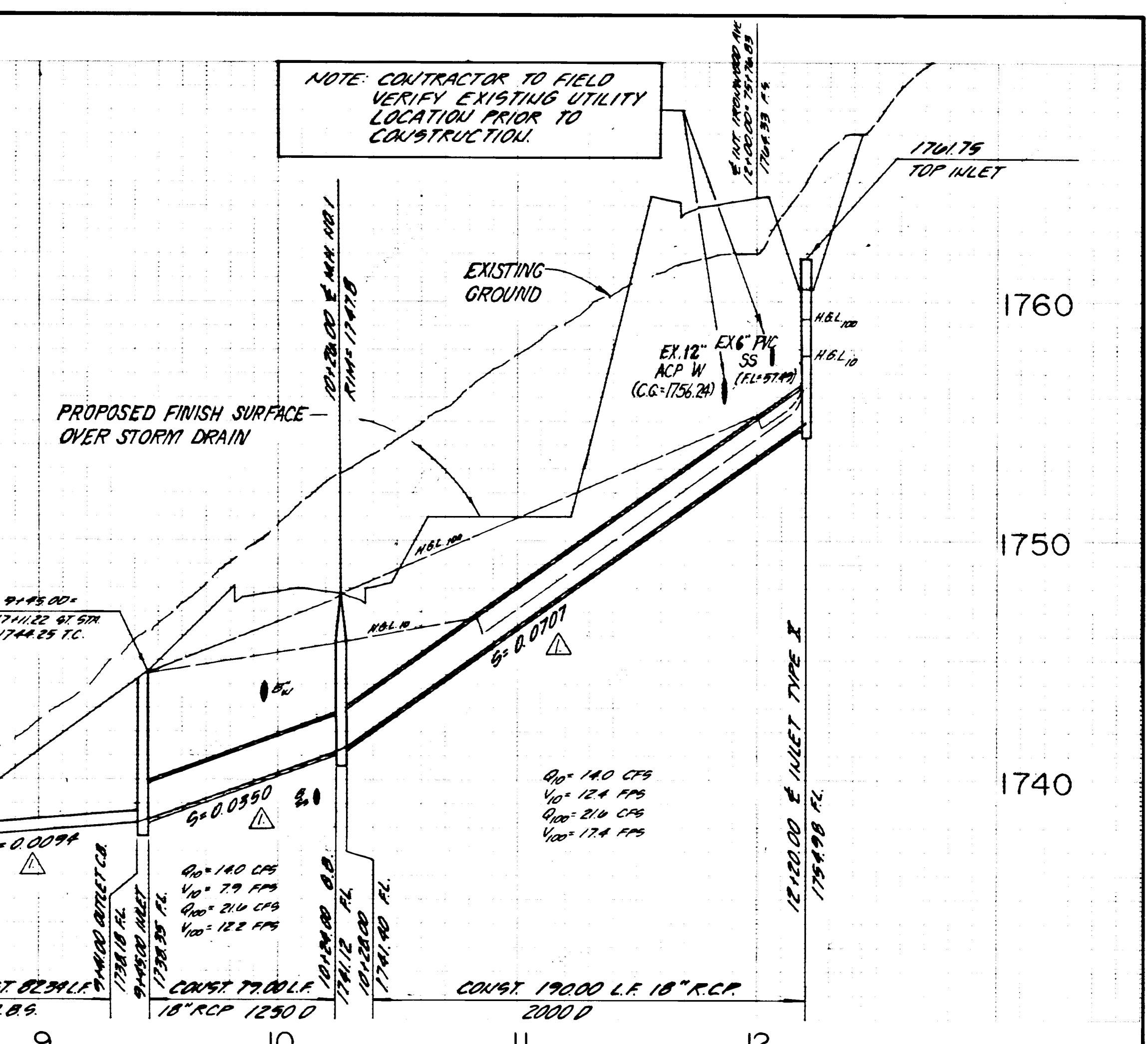
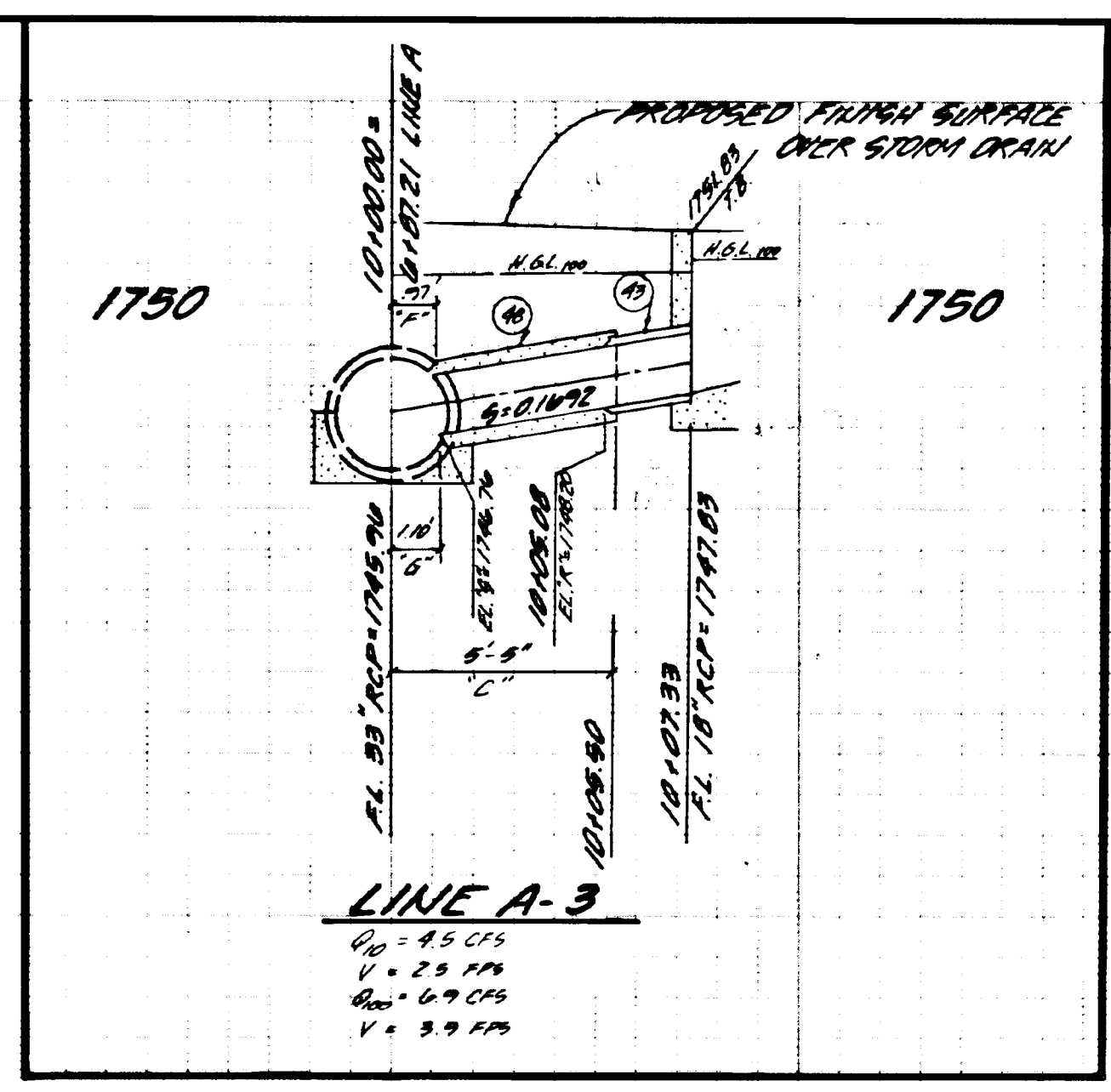
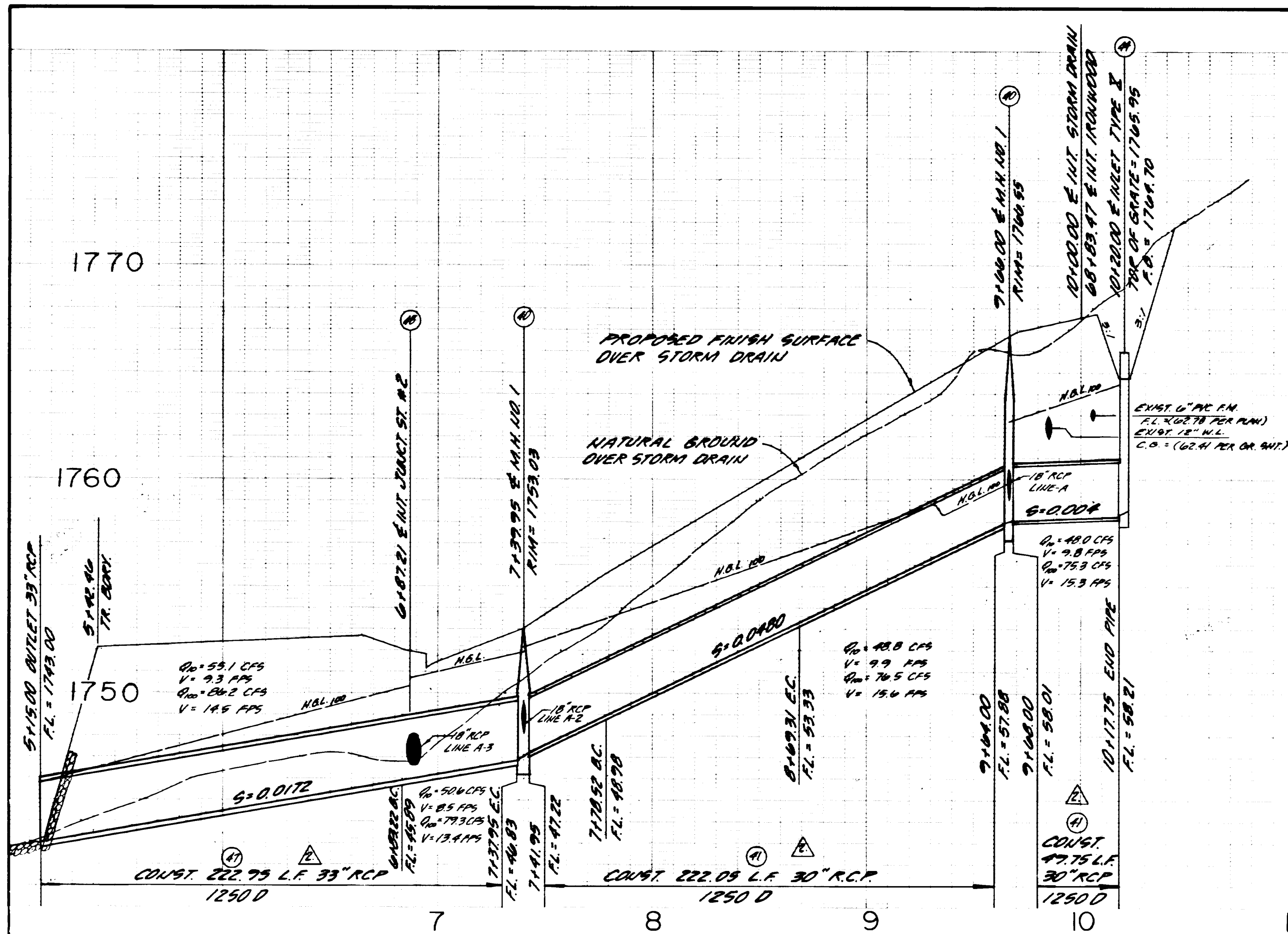
BARCLAY DRIVE

CURVE DATA				
Δ	R	L	T	
1	20'000"	25'	99.27'	25.00'
2	20'000"	55'	54.98'	35.00'
3	14'20'30"	50'	80.11'	40.20'
4	17'000"	300'	89.01'	44.84'
5	17'000"	200'	83.08'	41.85'



<p>REVISIONS:</p> <p>1. REVISED STREET PROFILE ON BARCLAY</p> <p>2. REVISED WEMBLEY & BARCLAY INTERSECTION TO RUNDLE</p>	<p>APPROVED BY: <i>Shay Mark...</i></p> <p>DATE: 6/1/85</p> <p>REGISTERED CIVIL ENGINEER NO. 13116</p>	<p>GFB & ASSOCIATES, INC.</p> <p>6809 INDIANA AVENUE SUITE 201</p> <p>RIVERSIDE, CA. 92506 (714) 781-0811</p>	<p>TRACT NO. 19533-1</p> <p>COUNTY OF RIVERSIDE</p> <p>STREET IMPROVEMENT PLAN</p> <p>SHEFFIELD DR. & BARCLAY DR.</p> <p>SECTION 2, T.3S., R.4W.</p>
<p>APPROVED BY: <i>...</i></p> <p>DATE: 9/4/85</p>		<p>SCALE: 1" = 40'</p> <p>PROFILE SCALES: HORIZ. 1" = 40' VERT. 1" = 4'</p> <p>DATE MAY, 1985</p>	<p>BENCH MARK: SEE SHEET NO.1</p> <p>J.N. R.513 - 0101</p> <p>5 OF 7 SHEETS</p> <p>FILE NO.</p>

Attachment: Appendix E - Preliminary Drainage Study (4/106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)



CURVE DATA

Δ	R	L	T
17°40'57"	45.00'	54.73'	31.32'
17°00'00"	304.00'	90.79'	45.73'
45°00'00"	45.00'	35.34'	18.64'

CONSTRUCTION NOTES CONT'D

- ① CONSTRUCT 33" R.C.P. (1250+0)
- ② CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.C.F.C.D. 570 DWS. NO. 05-227

- CONSTRUCTION NOTES**
- ① CONSTRUCT MANHOLE NO. 1 PER R.C.F.C.D. 570 DWS. NO. 05-227
 - ② CONSTRUCT 30" R.C.P. (1250+0)
 - ③ CONSTRUCT 18" R.C.P. (2000+0)
 - ④ CONSTRUCT 18" R.C.P. (1250+0)
 - ⑤ CONSTRUCT INLET TYPE X PER R.C.F.C.D. 570 DWS. NO. 05-227 MODIFIED PER DETAIL THIS SHEET
 - ⑥ CONSTRUCT 6" A.B.S. BLEEDER LINE
 - ⑦ CONSTRUCT 6" A.B.S. CURB OUTLET PER DETAIL ON SHEET 4

REVISIONS:

NO.	DESCRIPTION	DATE
1	REVISED LINE A & B FOR COVERED BY PROFILE, & REVISED MAN LOCATION ON LINE B	8/15/85
2	REVISED LINE A ALIGNMENT	8/15/85

APPROVED BY:

DATE: 8/15/85

APPROVED BY:

DATE: 9/4/85

GFB & ASSOCIATES, INC.
 6809 INDIANA AVENUE SUITE 201
 RIVERSIDE, CA 92506 (714) 781-0811

SCALE: 1" = 40'
PROFILE SCALES: HORIZ. 1" = 40'
 VERT. 1" = 4'

BENCH MARK: SEE SHEET NO. 1

DATE: MAY, 1985

TRACT NO. 19533-1
COUNTY OF RIVERSIDE

STORM DRAIN IMPROVEMENT PLAN

SECTION 2, T.3S., R.4W.

7
 OF 7 SHEETS
 FILE NO.

IRONWOOD AVENUE STREET PLAN (EXCERPT)

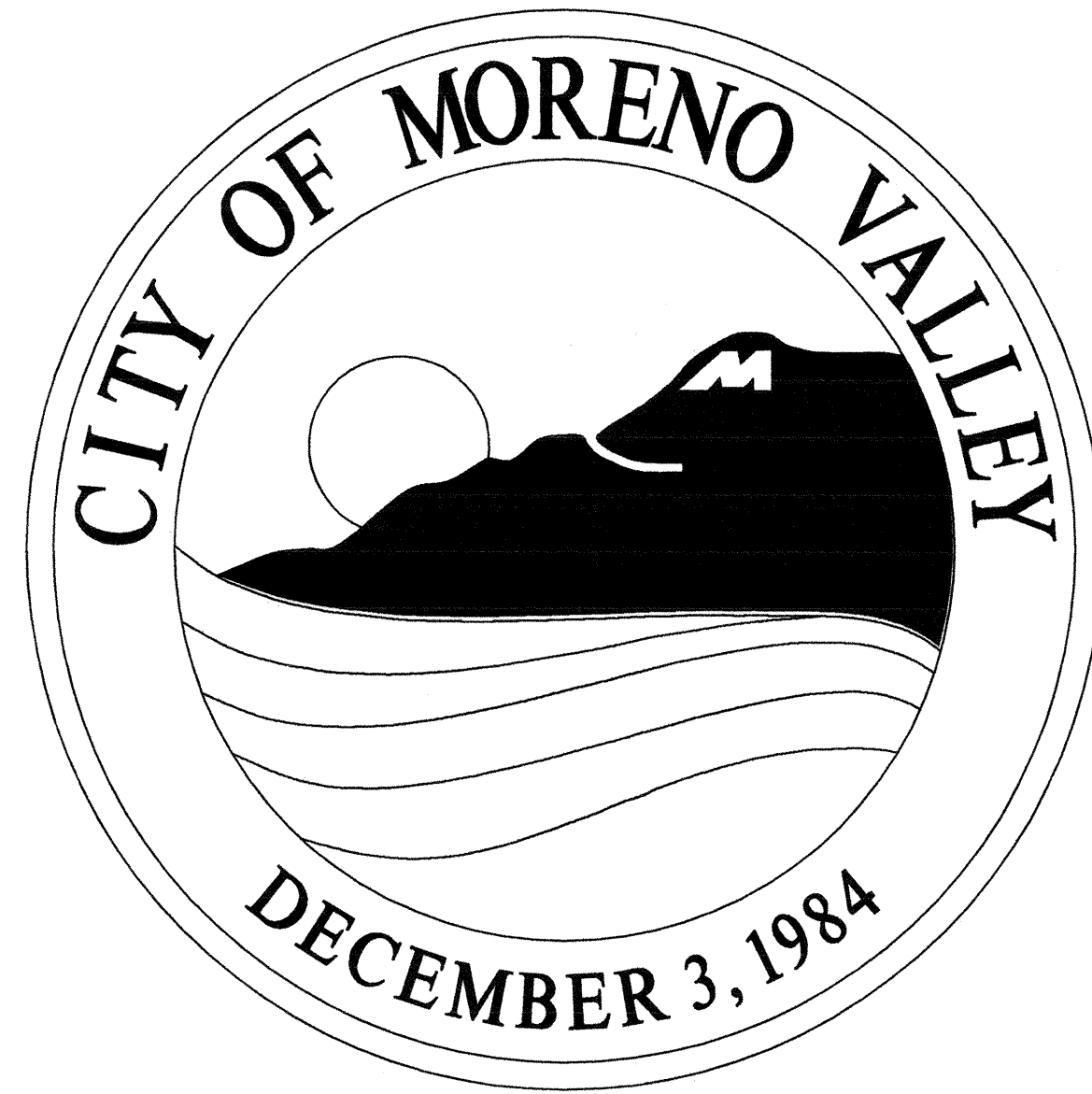
FLOW RATES SHOWN ON THESE PLAN SETS USED AS DISCHARGES ONTO DMA-B

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

GENERAL NOTES

- 1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS IN EFFECT AT THE TIME OF BID, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" LATEST EDITION, THE CITY OF MORENO VALLEY "STANDARD PLANS" AND CALTRANS "STANDARD PLANS" (LATEST EDITION) AS NOTED ON THE PLANS AND IN THE SPECIAL PROVISIONS.
2. ALL TRAFFIC SIGNAL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS IN EFFECT AT THE TIME OF BID, SECTION 86 "SIGNALS AND LIGHTING" OF CALTRANS STANDARD SPECIFICATIONS, CALTRANS STANDARD PLANS, AND THE SPECIAL PROVISIONS.
3. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE M.U.T.C.D. PART 6 "TEMPORARY TRAFFIC CONTROL" AND M.U.T.C.D. CALIFORNIA SUPPLEMENT PART 6 "TEMPORARY TRAFFIC CONTROL."
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN A CITY OF MORENO VALLEY BUSINESS LICENSE AND ENCROACHMENT PERMIT.
5. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT, PROVIDE ALERT NUMBER TO CITY ENGINEER AND ALL NECESSARY UTILITY COMPANIES.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FILE AN APPLICATION FOR A FIRE HYDRANT METER WITH THE APPROPRIATE WATER AGENCY.
7. REQUEST FOR INSPECTION TO THE CITY OF MORENO VALLEY SHALL BE MADE BY THE CONTRACTOR AT LEAST TWENTY-FOUR (24) HOURS BEFORE THE SERVICES THEREOF WILL BE REQUIRED AT (951) 413-3130.
8. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. FAILURE TO COMPLY WILL BE A VIOLATION OF THE CONTRACT. CONTRACTOR SHALL PROVIDE ACCESS TO RESIDENCES AND BUSINESSES AT ALL TIMES.
9. NO PUBLIC TRAVELED STREET SHALL BE CLOSED TO TRAFFIC WITHOUT PRIOR CITY COUNCIL APPROVAL.
10. PROVISIONS SHALL BE MADE BY THE CONTRACTOR AT ALL TIMES FOR CONTRIBUTORY DRAINAGE.
11. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, THESE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND OTHER LINES NOT ON RECORD OR NOT SHOWN ON THESE PLANS.
12. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES (POT HOLES) AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF OR THAT MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURES OR UTILITIES.
13. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING TRAFFIC SIGNAL CONDUIT WITHIN 6" ABOVE PROPOSED SUB GRADE SURFACE AND ALL CONDUIT BELOW PROPOSED SUBGRADE SURFACE. ALL EXISTING CONDUIT THAT IS MORE THAN 6" ABOVE THE PROPOSED SUBGRADE SURFACE SHALL BE RELOCATED TO WITHIN 6" BELOW PROPOSED SUBGRADE SURFACE.
14. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THE IMPROVEMENTS CONFLICT WITH EXISTING FACILITIES AND WORK IN THE CONFLICTING LOCATION SHALL STOP.
15. ANY ALTERATIONS OR VARIANCES FROM THE PLANS, EXCEPT MINOR ADJUSTMENTS IN THE FIELD TO MEET EXISTING CONDITIONS, SHALL BE REQUESTED IN WRITING AND MAY NOT BE INSTITUTED UNTIL APPROVED BY THE CITY ENGINEER OR REPRESENTATIVES ACTING SPECIFICALLY ON THE CITY ENGINEERS INSTRUCTIONS.
16. INSPECTION BY THE CITY INSPECTOR SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR OF HIS/HER OBLIGATIONS TO COMPLETELY AND DILIGENTLY PERFORM ALL WORK IN COMPLIANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
17. ALL ELEVATIONS SHOWN ON THE PLANS ARE ESTABLISHED BY LOCAL BENCH MARKS. SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE.
18. ALL A.C. AND P.C.C. SHALL BE SAWCUT UNLESS OTHERWISE SPECIFIED.
19. NO TRENCHES EXCEPT CURB AND GUTTER, SHALL BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER IN WRITING.
20. ALL UTILITIES SHALL BE INSTALLED, INSPECTED, TESTED AND APPROVED BY THE APPROPRIATE UTILITY COMPANY PRIOR TO PAVING. PROOF OF SUCH INSPECTION/APPROVAL SHALL BE SUPPLIED TO THE CITY INSPECTOR OR REPRESENTATIVE.
21. IRRIGATION LINES WITHIN ANY CITY STREET SHALL HAVE A 30" MINIMUM COVER FROM FINISH SURFACE, UNLESS SAID IRRIGATION LINE HAS BEEN APPROVED BY THE CITY ENGINEER IN WRITING TO BE ENCASED IN CONCRETE OR BEDDED IN A SPECIAL CONCRETE CRADLE.
22. THE CONTRACTOR SHALL COMPACT THE UPPER SIX INCHES OF SUBGRADE/AGGREGATE BASE TO A MINIMUM RELATIVE DENSITY OF 90/95 PERCENT RESPECTIVELY PER ASTM 1556-82 TESTING METHOD, OR AS DIRECTED BY THE ENGINEER.
23. SUBGRADE MATERIAL PLACED FOR CURB, GUTTER, DRIVEWAY APPROACHES, AND SIDEWALKS SHALL BE TO A RELATIVE COMPACTION OF 90 PERCENT.
24. ALL PORTLAND CEMENT CONCRETE (PCC) REMOVALS, INCLUDING, BUT NOT LIMITED TO CROSS GUTTERS, CURBS, DRIVEWAY APPROACHES, SIDEWALK AND SPANDRELS SHALL BE MADE BY REMOVING AND REPLACING THE ENTIRE SECTION BETWEEN JOINTS. IF ANY UTILITY CUTS ARE MADE IN PCC IMPROVEMENTS, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED.
25. CONCRETE CURBS/GUTTERS, ALLEY APPROACHES, DRIVEWAYS OR OTHER CONCRETE STRUCTURES WHICH WILL BE SUBJECTED TO VEHICULAR TRAFFIC, SHALL BE BARRICADED AND NO VEHICULAR TRAFFIC PERMITTED THEREON FOR A PERIOD OF AT LEAST SEVEN (7) DAYS FOLLOWING PLACEMENT OF THE SAID CONCRETE STRUCTURE. SHOULD THE CONTRACTOR DESIRE AN EARLIER USE OF CONSTRUCTED FACILITIES, THEN THE AFFECTED CONCRETE SHALL CONTAIN EIGHT SACKS OF CEMENT PER CUBIC YARD OF CONCRETE AND THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM THE CITY ENGINEER FOR TRAFFIC USE TO BE PERMITTED THEREON SEVENTY-TWO HOURS AFTER THE PLACING OF CONCRETE.
26. ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE AND APPROVED BY THE CITY PRIOR TO PAVING. DELINEATION SHALL BE COMPLETED PRIOR TO STREET OPEN.
27. THE CONTRACTOR SHALL NOT PLACE ASPHALT CONCRETE PAVING UNTIL SUBGRADE OR AGGREGATE BASE HAS BEEN INSPECTED AND APPROVED BY THE CITY AND SHALL INCLUDE A COPY OF THE CERTIFICATION OF BASE/COMPACTION BY THE GEOTECHNICAL ENGINEER.
28. THE CONTRACTOR SHALL PLACE THE FINISH (CAP) COURSE PAVING AFTER ALL BASE COURSE PAVING HAS BEEN COMPLETED. TACK COAT SHALL BE PLACED BETWEEN ALL COURSES OF PAVING.
29. THE CONTRACTOR SHALL ADJUST WATER VALVE COVERS TO FINISH GRADE DURING PAVING, LOOSEN AFTER PAVING, AND PAINT BLUE.
30. BLUE DOTS SHALL BE INSTALLED TO INDICATE THE LOCATION OF FIRE HYDRANTS.
31. ALL TREE BRANCHES OVER-HANGING THE SIDEWALK SHALL BE TRIMMED CLEAR TO A MINIMUM HEIGHT OF 10 FEET ABOVE FINISHED SURFACE/GROUND SURFACE AND BRANCHES OVER-HANGING THE ROADWAY SHALL BE TRIMMED CLEAR TO A MINIMUM HEIGHT OF 18 FEET.
32. ALL IRRIGATION SHALL BE RELOCATED BEHIND IMPROVEMENTS, AND REPLACED WITH THE SAME STANDARD OF MATERIALS OR HIGHER. ALL LANDSCAPING SHALL COMPLY WITH THE CITY LANDSCAPING DEVELOPMENT GUIDELINES AND SPECIFICATIONS.

STREET IMPROVEMENT PLANS
IRONWOOD AVENUE
FROM DAY STREET TO BARCLAY DRIVE
PROJECT NO. 10-41570027



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE INVITING BIDS" OF THE CONTRACT SPECIFICATIONS.

ENGINEER'S NOTICE TO CONTRACTORS

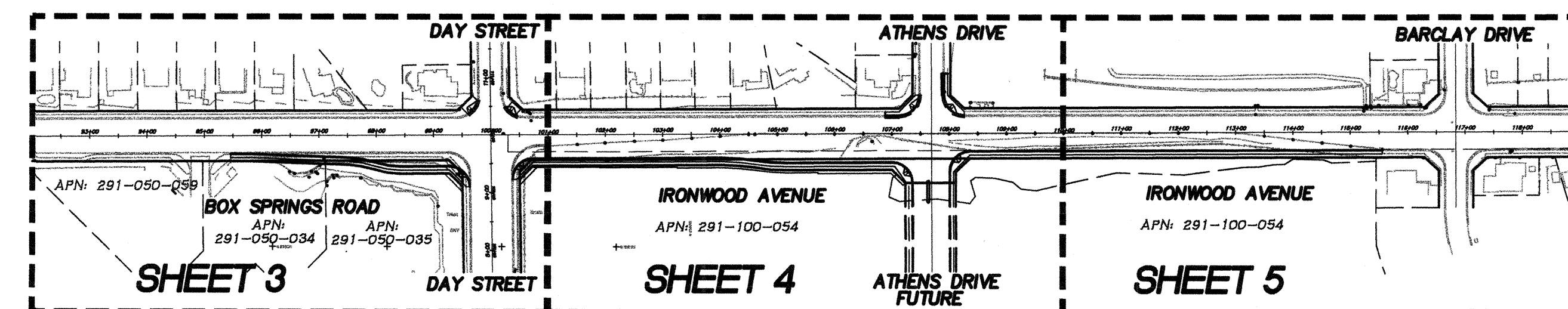
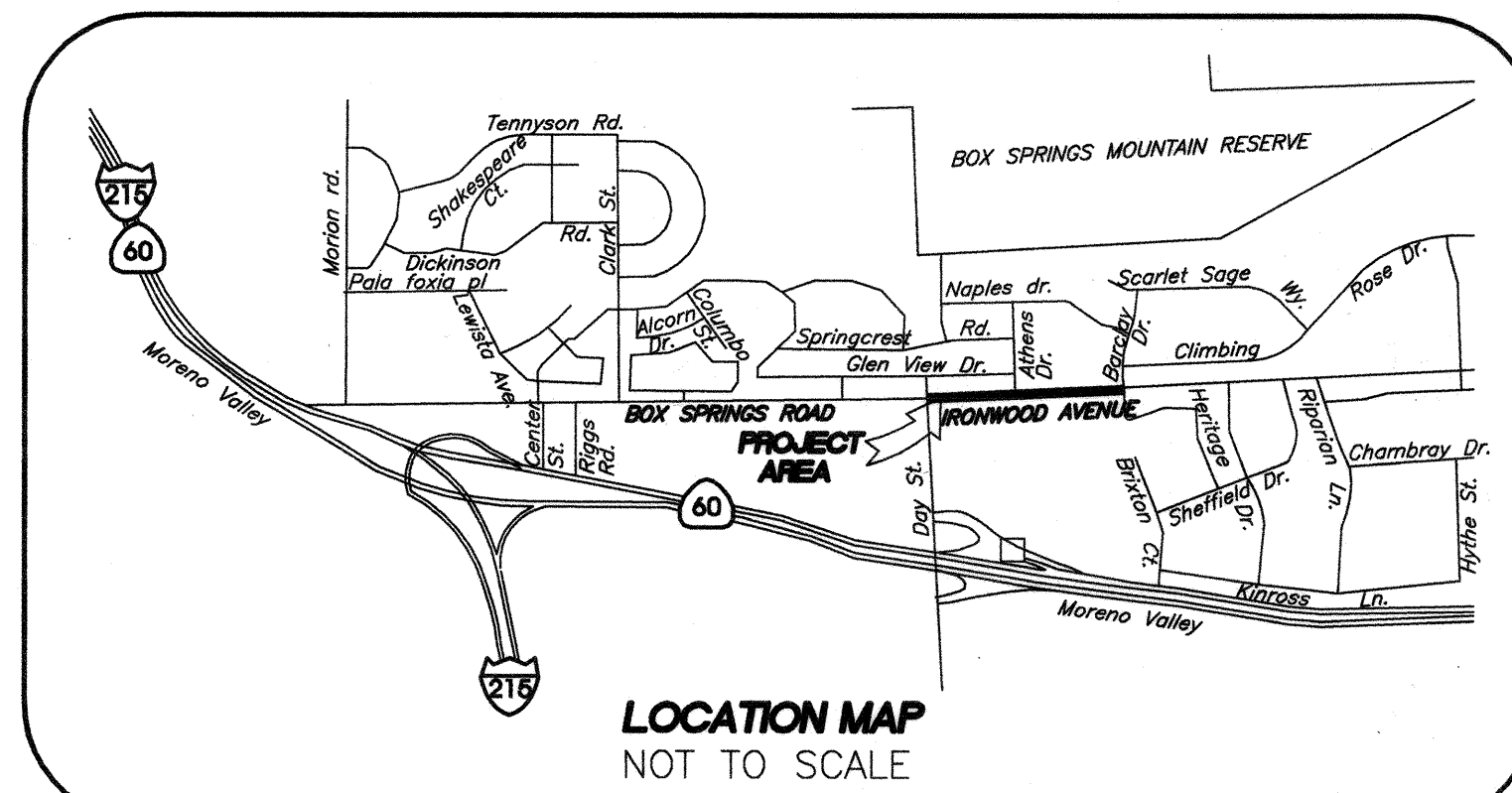
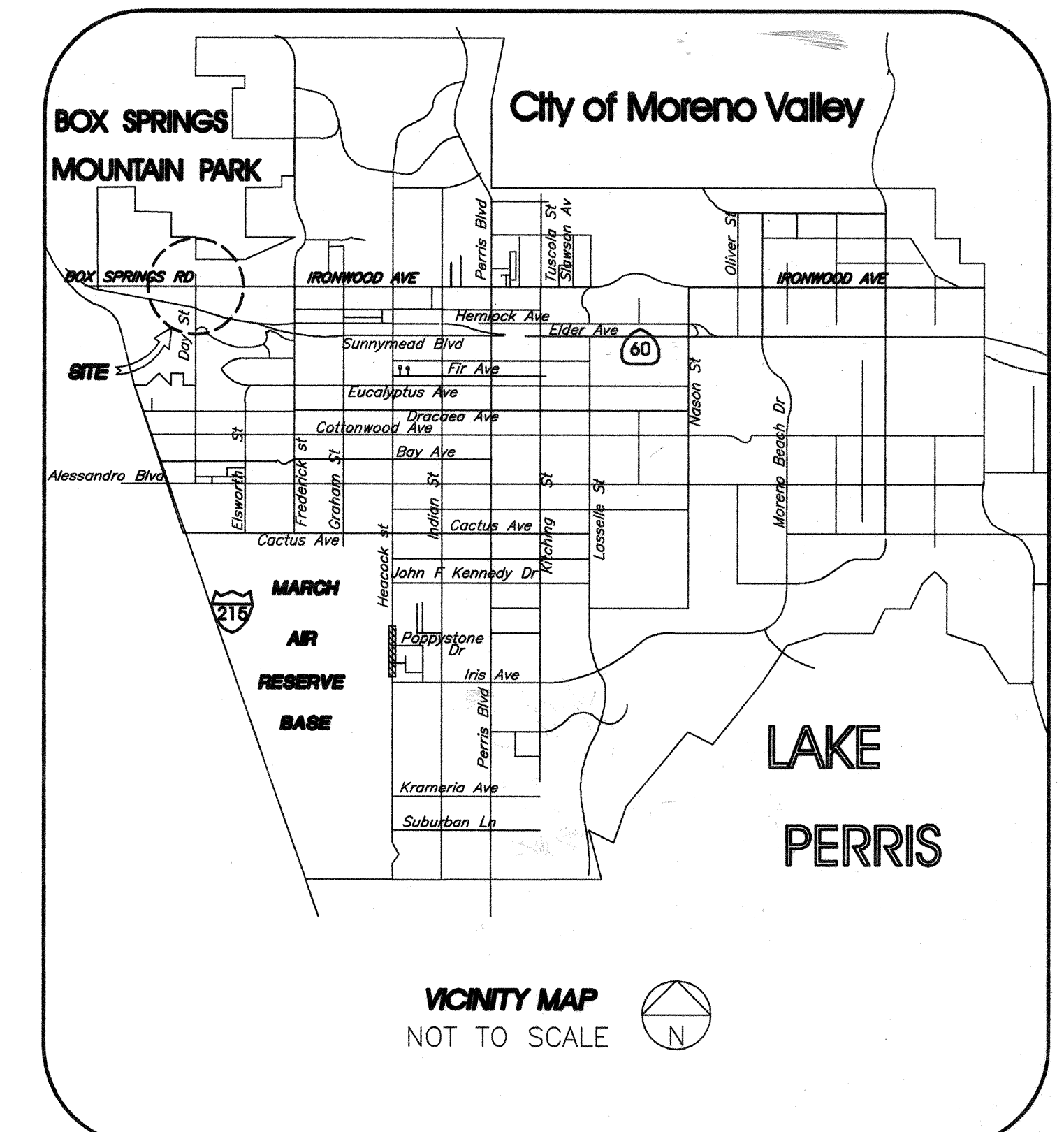
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OF STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

INDEX SHEET

Table with 3 columns: DESCRIPTION, SHEET NO., and SHEET NO. (\$) listing various plan components like TITLE SHEET, TYPICAL SECTION AND DETAILS, IRONWOOD AVENUE STREET IMPROVEMENTS, etc.

2007 CALIFORNIA BUILDING CODE

ANY RETAINING WALL SPECIAL INSPECTIONS AS OCCURS SHALL CONFORM TO THE PROVISIONS OF 2007 CALIFORNIA BUILDING CODE SECTIONS 1704. ADDITIONAL INSPECTIONS REQUIREMENTS SHALL BE PER 2007 CBC SECTIONS 1705-1709.



ABBREVIATIONS

Table of abbreviations used in the plans, such as AC for Asphaltic Concrete, EVC for Edge of Pavement, and Proj. for Project.

LEGEND

Legend table defining symbols for pavement types, slurry seal, and erosion control, such as 'LIMITS OF AC PAVEMENT OVER BASE COARSE' and 'LIMITS OF EXISTING PAVEMENT TO BE REMOVED'.

NO WORK SHALL BE DONE ON THIS SITE UNTIL BEING NOTIFIED OF INTENTION TO GRADE OR EXCAVATE. Underground Service Alert. Call: TOLL FREE 1-800-227-2600. TRIC WORKING DAYS BEFORE YOU DIG.

DECLARATION OF DESIGN ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARD AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF MORENO VALLEY IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH CITY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS ENGINEER OF RECORD (E.O.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF MORENO VALLEY, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (RDA), AND THE MORENO VALLEY COMMUNITY SERVICE DISTRICT (CSD), ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD. I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE A.D.A. AND TITLE 24 REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PUBLIC PROJECT, AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS. DATE: Aug 3, 2010

BENCH MARK table with columns for MARK, DATE, INITIAL, DESCRIPTION, REC. APPR. DATE, and REVISION.

BASIS OF BEARING table with columns for MARK, DATE, INITIAL, DESCRIPTION, REC. APPR. DATE, and REVISION.

CITY OF MORENO VALLEY APPROVALS table with columns for APPROVED BY, DATE, and BY, listing approvals from the Senior Engineer and City Traffic Engineer.



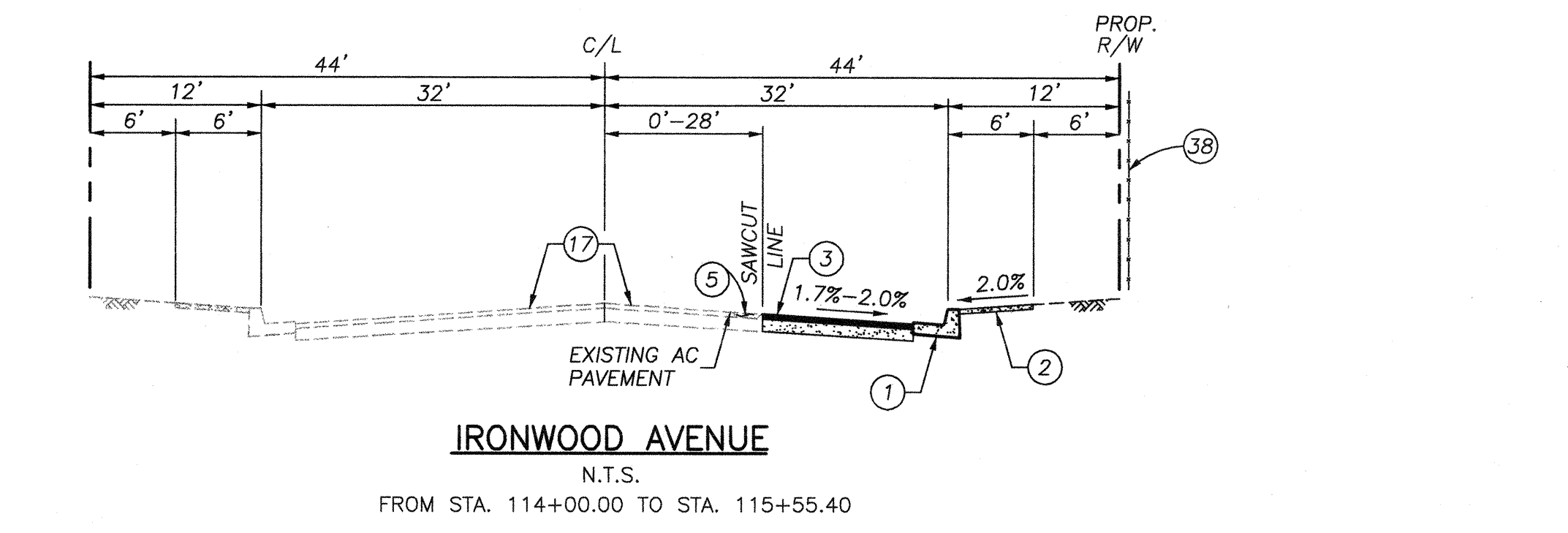
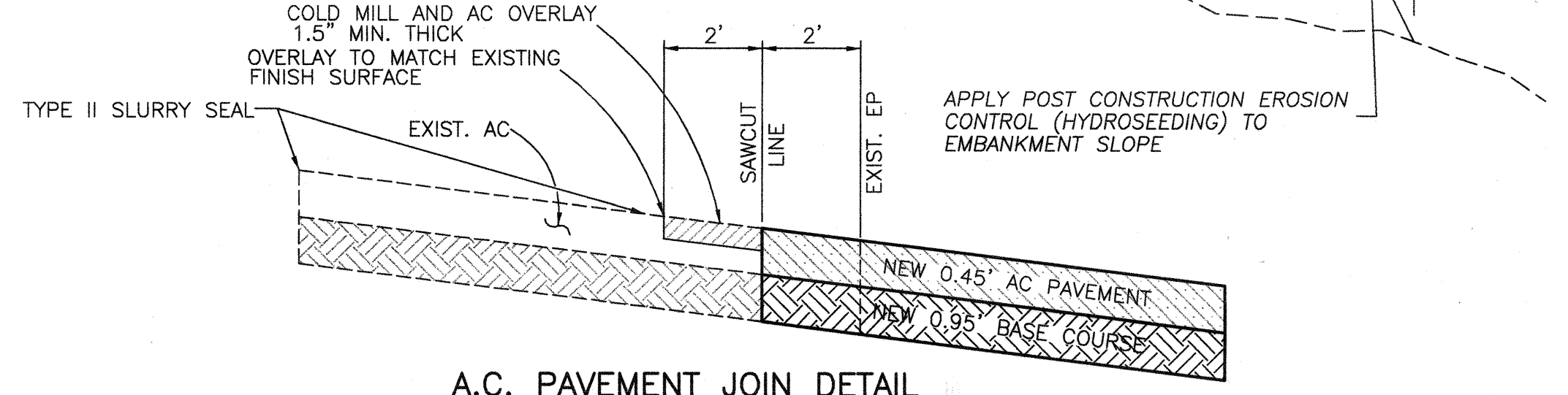
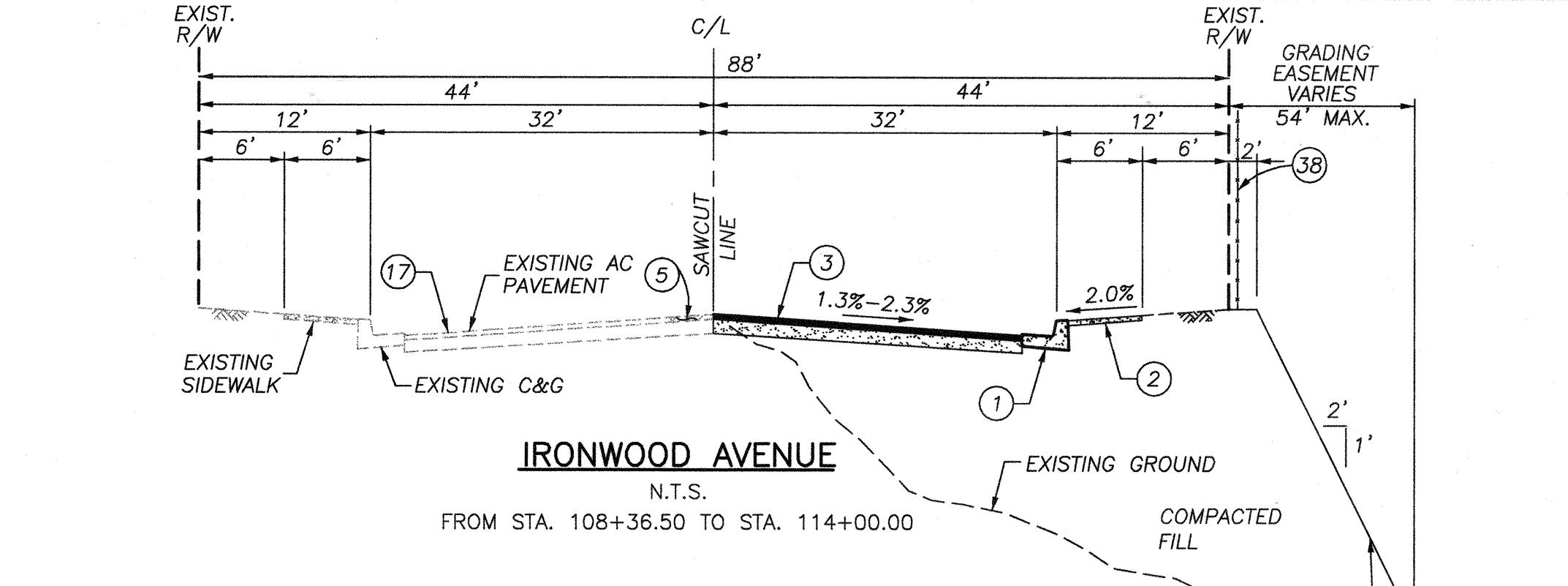
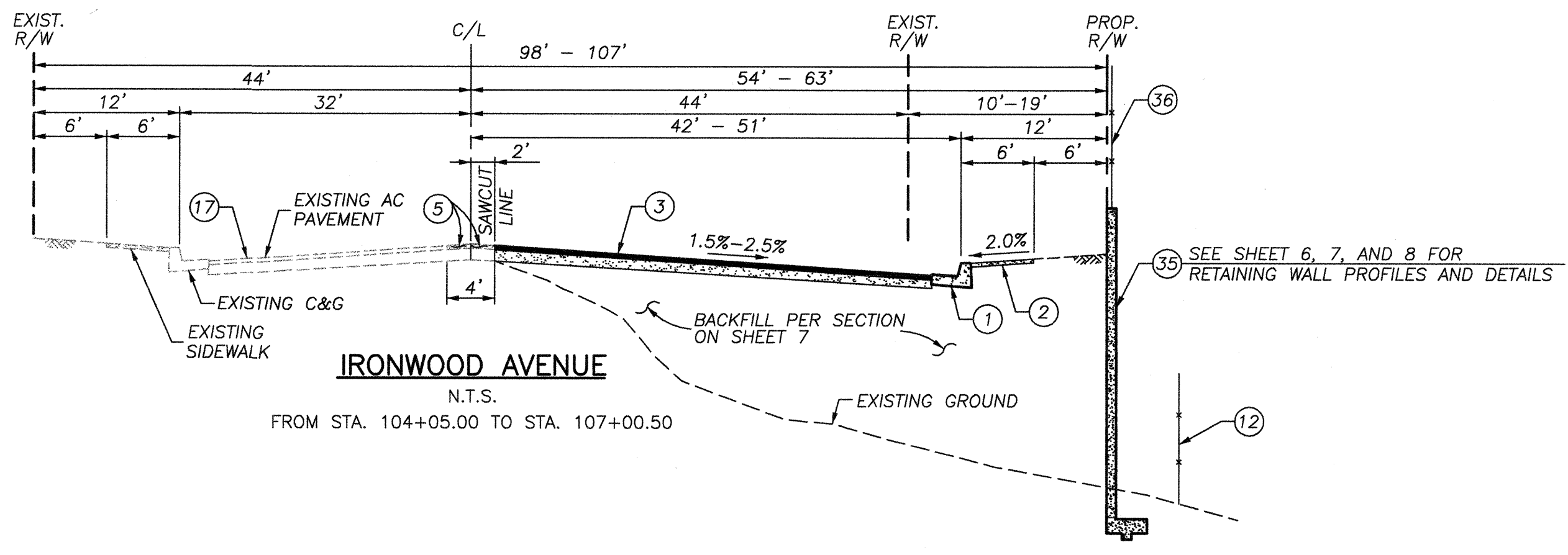
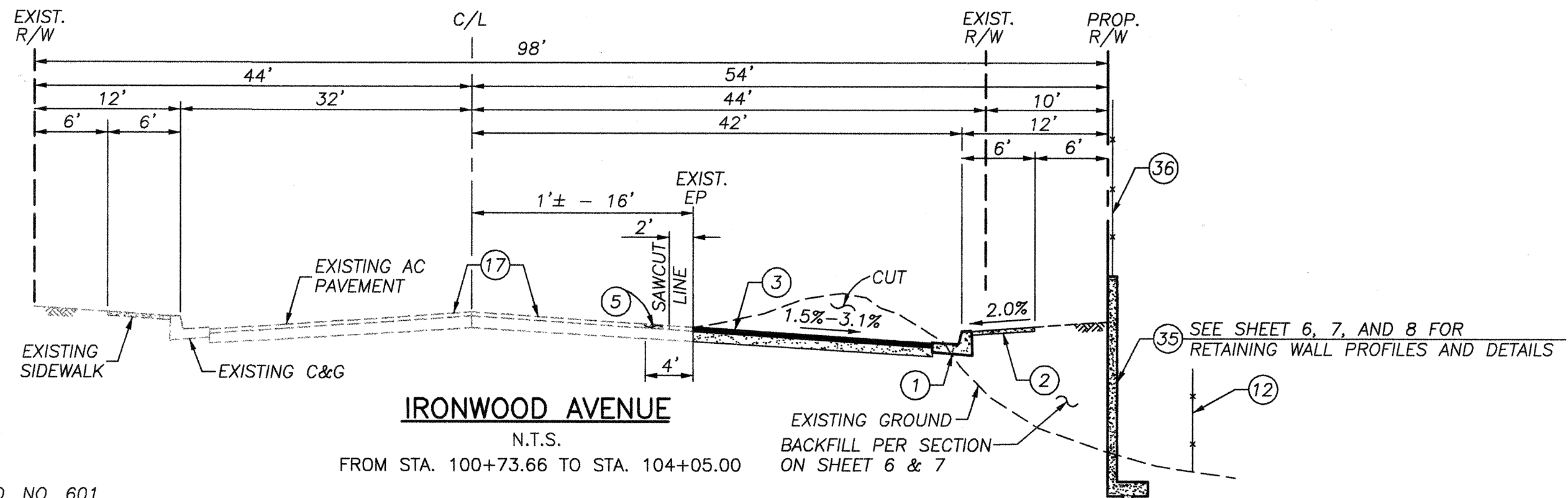
AEI-CASC CONSULTING logo and contact information: 937 SOUTH VIA LATA SUITE 500 COLTON, CA 92324 PH. (909) 783-0101 FAX (909) 783-0108

Table for PREPARED UNDER SUPERVISION OF, listing the name and date of the preparer.

CITY OF MORENO VALLEY table with project details: STREET IMPROVEMENT PLANS, IRONWOOD AVENUE FROM DAY STREET TO BARCLAY DRIVE, TITLE SHEET, ACCT. NO. 897.91727, SHEET 1 NO. 42, CITY I.D. NO.

CONSTRUCTION NOTES

- 1 CONSTRUCT TYPE 8 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. NO. 201.
- 2 CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF MORENO VALLEY STD. NO. 210.
- 3 CONSTRUCT 0.45' AC PAVEMENT OVER 0.95' BASE COURSE.
- 4 CONSTRUCT HANDICAPPED ACCESS RAMP TYPE 1 PER CITY OF MORENO VALLEY STD. NO. 214A.
- 5 COLDMILL 1.5" AND APPLY 1.5" THICK AND 2' MIN. WIDTH AC OVERLAY.
- 6 SAWCUT AND REMOVE EXISTING AC PAVEMENT (SEE AC PAVEMENT JOIN DETAIL HEREON).
- 7 REMOVE AND DISPOSE EXISTING CURB AND GUTTER.
- 8 REMOVE AND DISPOSE EXISTING SIDEWALK.
- 9 REMOVE AND DISPOSE EXISTING AC BERM.
- 10 REMOVE AND DISPOSE EXISTING CONCRETE PAD.
- 11 REMOVE EXISTING TREE AND BUSHES AS NOTED ON PLAN.
- 12 RELOCATE EXISTING CHAIN LINK FENCE TEMPORARILY TO EDGE OF CONSTRUCTION LIMITS FOR SECURITY REMOVE UPON COMPLETION OF WROUGHT IRON FENCE.
- 13 PROTECT STREET CENTERLINE MONUMENT AND ADJUST LID TO GRADE PER CITY OF MORENO VALLEY STD. NO. 601.
- 14 APPLY 1.5" AC OVERLAY ONLY.
- 15 ADJUST SEWER MANHOLE RIM TO GRADE.
- 16 REMOVE FLASHING BEACON AND CONDUIT AND PULL BOX PER TRAFFIC SIGNAL PLAN.
- 17 APPLY SLURRY SEAL TO EXISTING AC PAVEMENT.
- 18 RELOCATE OR REMOVE TRAFFIC SIGN PER SIGNING AND STRIPING PLAN.
- 19 CONSTRUCT 4' WALK GATE AND END POSTS PER SPPWC STD. DWG. NO. 600-3.
- 22 REMOVE TRAFFIC SIGNAL PULLBOX PER SIGNAL INTERCONNECT PLAN.
- 26 RELOCATE TELEMETRY WIRE AND TERMINAL ENCLOSURE PER E.M.W.D. STD. B-533.
- 30 RELOCATE FIBER OPTIC BY OTHERS (CONTRACTOR IS TO COORDINATE WITH SUNEYSYS).
- 32 ADJUST WATER VALVE CAN AND LID TO GRADE.
- 33 PROTECT IN PLACE.
- 34 CONSTRUCT METAL BEAM GUARD RAILING PER CITY OF MORENO VALLEY STD. NO. 413A AND 413B.
- 35 CONSTRUCT TAN "SPLIT FACE" MASONRY BLOCK RETAINING WALL PER DETAIL A, B, C, AND D ON SHEET 8. SEE PROFILE ON SHEET 6 AND 7.
- 36 CONSTRUCT 5' HIGH WROUGHT IRON FENCE ON TOP OF RETAINING WALL PER WROUGHT IRON DETAIL AND FENCE POST INSTALLATION DETAIL ON SHEET 8.
- 37 CONSTRUCT DETECTABLE WARNING SURFACE PER CITY OF MORENO VALLEY STD. NO. 214C.
- 38 RELOCATE EXISTING CHAIN LINK FENCE PERMANENTLY TO ONE FOOT BEHIND RIGHT OF WAY AND INSTALL END POST AS APPLICABLE.
- 40 CONSTRUCT 6" CF TO 8" CF CURB TRANSITION.
- 41 CONSTRUCT 18" RCP PER PLAN (D LOAD PER PLAN).
- 42 CONSTRUCT 30" RCP PER PLAN (D LOAD PER PLAN).
- 43 CONSTRUCT CATCH BASIN PER SPPWC STD. DWG. NO. 300-2.
- 44 CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. DWG. NO. 313-2 CASE "E".
- 45 CONSTRUCT MONOLITHIC CATCH BASIN CONNECTION PER SPPWC STD. DWG. NO. 308-1.
- 46 CONSTRUCT MANHOLE PER SPPWC STD. DWG. NO. 321-1.
- 47 CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. DWG. NO. 331-2.
- 48 CONSTRUCT CONCRETE COLLAR PER SPPWC STD. DWG. NO. 380-3.
- 49 REMOVE INTERFERING PORTIONS OF EXISTING STORM DRAIN PIPE AND/OR STRUCTURE. FILL ABANDONED PORTION WITH SLURRY.
- 50 CONSTRUCT TRENCH BACKFILL PER CITY OF MORENO VALLEY STD. DWG. NO. 602A, 602B AND 602C AS APPLICABLE.
- 51 RECONNECT EXISTING 12" PIPE TO THE PROPOSED CATCH BASIN.
- 52 CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRANS STD. DWG. NO. D94B.
- 53 CONSTRUCT 1/4 TON RIPRAP CHANNEL, T=3' WITH 9" THICK-CRUSHED AGGREGATE BASE FILTER BLANKET AND NON-WOVEN FILTER FABRIC PER DETAILS ON SHEET 9.
- 54 CONSTRUCT 6" (8" THICK) CONCRETE CUT-OFF WALL PER DETAIL 1 ON SHEET 9.



LEGEND

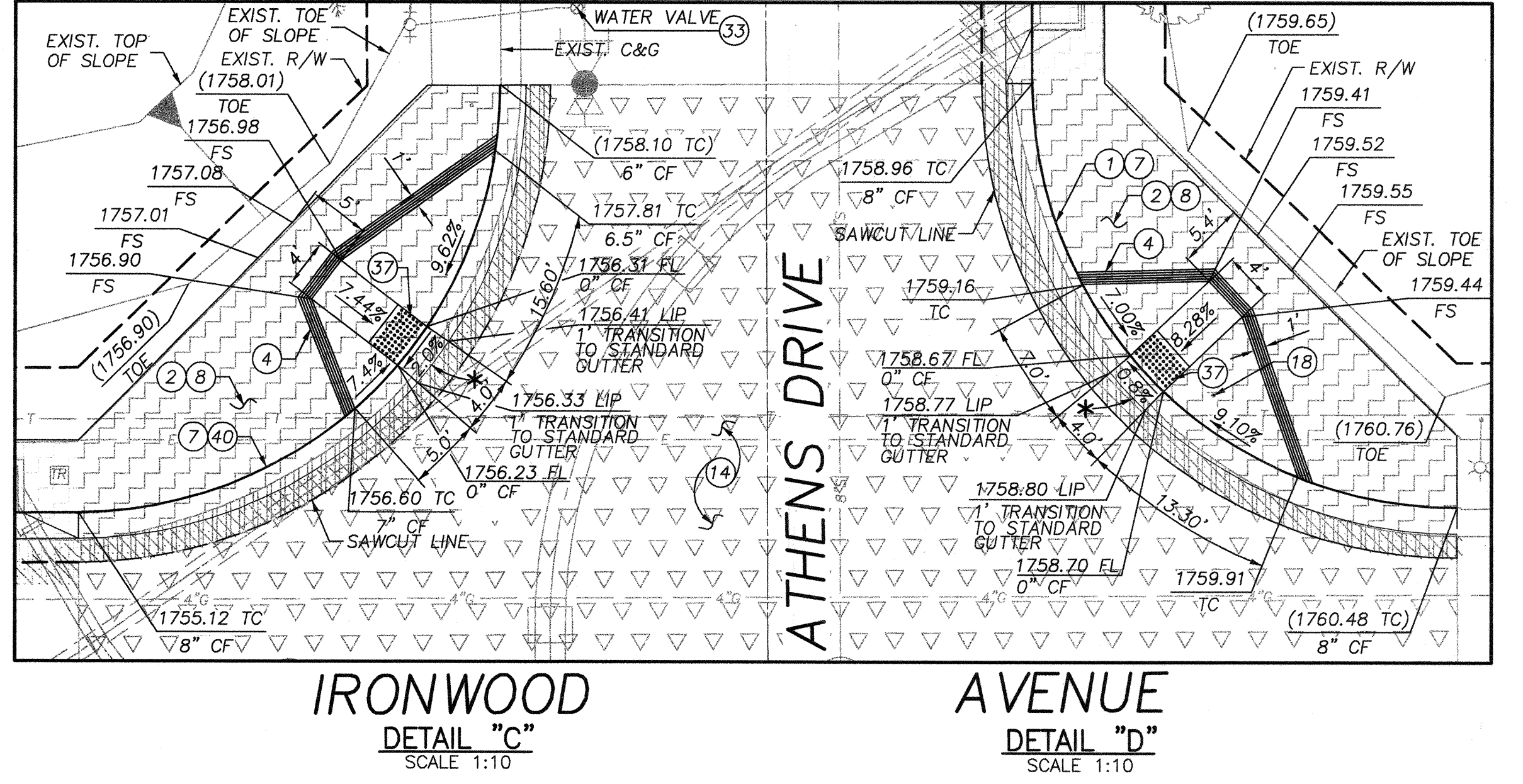
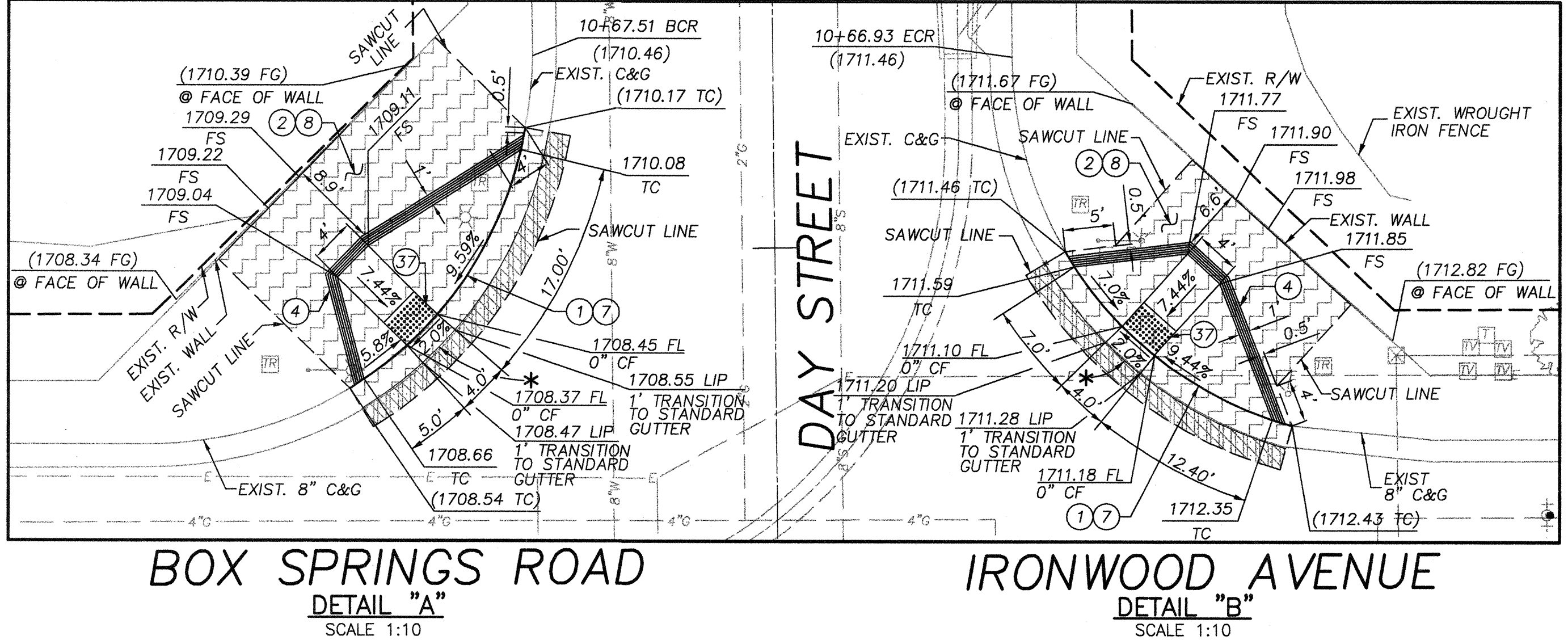
	LIMITS OF AC PAVEMENT OVER BASE COURSE		LIMITS OF 1.5" AC OVERLAY ONLY
	LIMITS OF COLDMILL AND AC OVERLAY		LIMITS OF AC PAVEMENT PER STORM DRAIN TRENCH BACKFILL
	LIMITS OF EXISTING PAVEMENT TO BE REMOVED		POST CONSTRUCTION EROSION CONTROL
	LIMITS OF EXISTING CURB & GUTTER AND SIDEWALK TO BE REMOVED		LIMITS OF SLURRY SEAL

SEE SHEET 29 FOR LOCATIONS OF PROJECT CONSTRUCTION AND PROJECT LOCATION SIGNS.

* 5% MAXIMUM SLOPE FROM LIP OF GUTTER TO FLOW LINE AT RAMP

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELIEVED OF INTENTION TO GRADE OR EXCAVATE. Underground Service Alert

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BENCH MARK	BASIS OF BEARING	MARK	DATE	INITIAL	DESCRIPTION	REC. APPR. DATE
A 2 1/2" BRASS DISK IN 2 1/2" IRON PIPE - DOWN 0.8, 33' NORTH OF THE WESTBOUND STATE ROUTE 60, 50 SOUTHWEST OF THE NORTHEAST CORNER OF THE INTERSECTION OF FREDERICK STREET ON RAMP TO THE WESTBOUND STATE ROUTE 60, STAMPED "CALIFORNIA DEPARTMENT OF TRANSPORTATION RIV 60-14.46 1990 LS 5679 ELEVATION: 1680.561" NGVD 1929"	BEARINGS ARE BASED ON THE CENTERLINE OF BOX SPRINGS ROAD AS SHOWN ON TRACT NO. 20272-2, FILED IN MAP BOOK 188 OF MAPS, AT PAGES 10 THROUGH 12 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, BEING NORTH 89°43'30" EAST.					

MARK	DATE	INITIAL	DESCRIPTION	REC. APPR. DATE

CITY OF MORENO VALLEY APPROVALS

APPROVED BY	DATE	BY
<i>[Signature]</i>	8/4/10	DATE
<i>[Signature]</i>	8/4/10	DATE

DEPT. PW DIR./ASST. CITY ENGINEER
R.C.E. #C32483 EXP. 12/31/2010

CHRIS A. VOGT
PUBLIC WORKS DIRECTOR/CITY ENGINEER
R.C.E. #C4250 EXP. 06/30/2011

ENGINEER OF RECORD'S SEAL

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 42280
EXP. 03/31/12

AEI CASC CONSULTING

937 SOUTH VIA LATA SUITE 500 COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108

PREPARED UNDER SUPERVISION OF

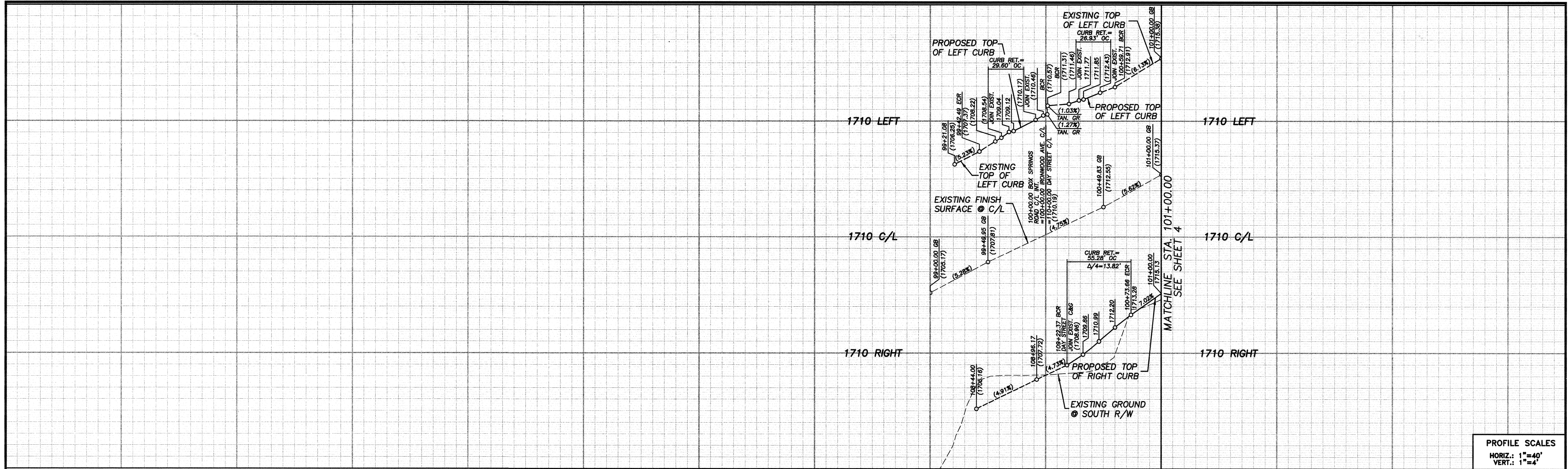
[Signature] 8-3-10
STEVE J. HOSFORD DATE
RCE #2280 Exp. Date: 03/31/12

CITY OF MORENO VALLEY

STREET IMPROVEMENT PLANS
IRONWOOD AVENUE
TYPICAL SECTION & DETAILS

ACCT. NO. **897.91727**

SHEET **2** NO. **42**
CITY/T. D. NO.



PROFILE SCALES
 HORIZ.: 1"=40'
 VERT.: 1"=4'

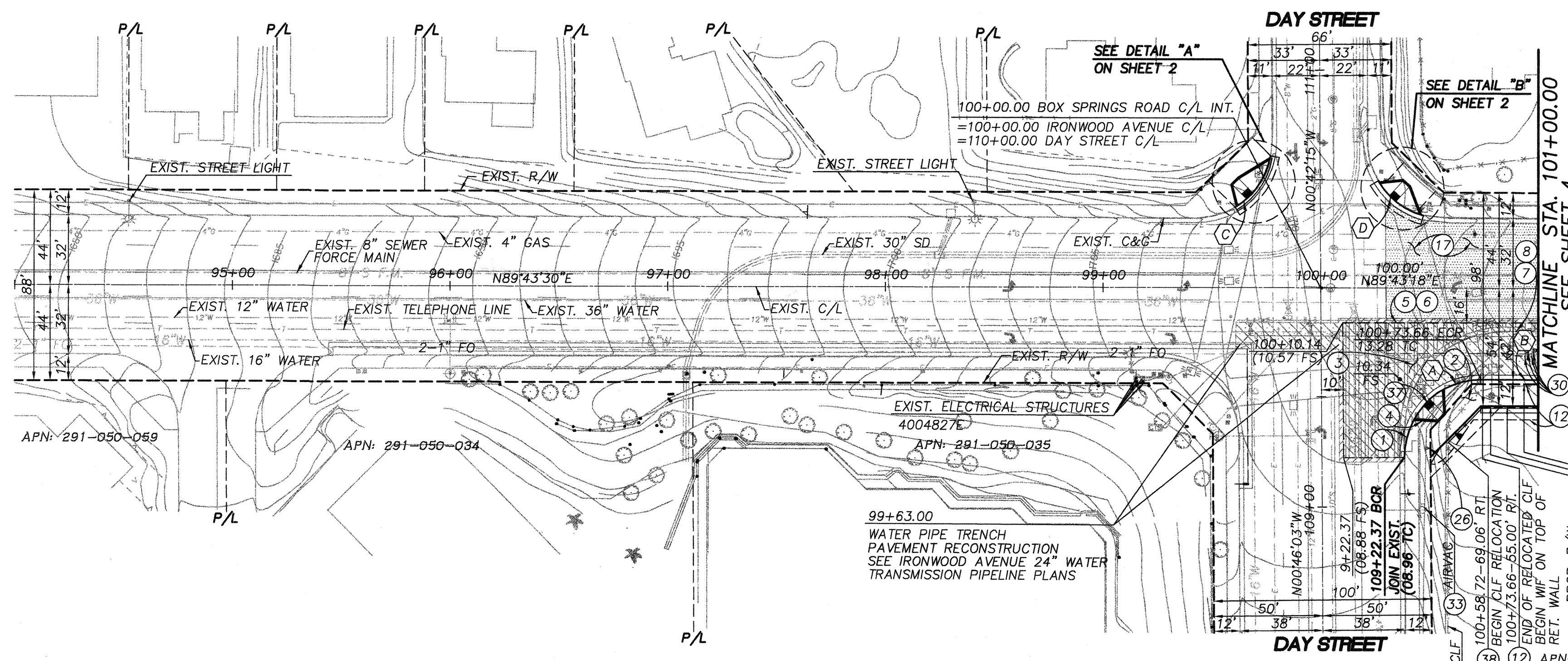
94+00 95+00 96+00 97+00 98+00 99+00 100+00 101+00

LEGEND

- LIMITS OF AC PAVEMENT OVER BASE COARSE
- LIMITS OF COLDMILL AND AC OVERLAY
- LIMITS OF EXISTING PAVEMENT TO BE REMOVED
- LIMITS OF EXISTING CURB & GUTTER AND SIDEWALK TO BE REMOVED
- LIMITS OF SLURRY SEAL

CURVE/LINE DATA

Δ	DELTA/BEARING	RADIUS	LEN/DIST.	TANGENT
A	90°29'21"	35.00'	55.28'	35.30'
B	N89°43'18"E	-	26.34'	-
C	48°27'28"	35.00'	29.60'	15.75'
D	44°05'18"	35.00'	26.93'	14.17'

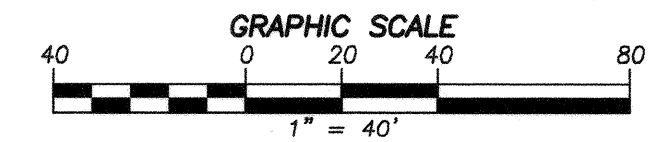


CONSTRUCTION NOTES

1. CONSTRUCT TYPE 8 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. NO. 201.
2. CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF MORENO VALLEY STD. NO. 210.
3. CONSTRUCT 0.45" AC PAVEMENT OVER 0.95" BASE COURSE.
4. CONSTRUCT HANDICAPPED ACCESS RAMP TYPE 1 PER CITY OF MORENO VALLEY STD. NO. 214A.
5. COLDMILL 1.5" AND APPLY 1.5" THICK AND 2' MIN. WIDTH AC OVERLAY.
6. SAWCUT AND REMOVE EXISTING AC PAVEMENT (SEE AC PAVEMENT JOIN DETAIL ON SHEET 2).
7. REMOVE AND DISPOSE EXISTING CURB AND GUTTER.
8. REMOVE AND DISPOSE EXISTING SIDEWALK.
9. RELOCATE EXISTING CHAIN LINK FENCE TEMPORARILY TO EDGE OF CONSTRUCTION LIMITS FOR SECURITY REMOVE AND DISPOSE UPON COMPLETION OF WROUGHT IRON FENCE.
10. APPLY SLURRY SEAL TO EXISTING AC PAVEMENT.
11. RELOCATE TELEMETRY WIRE AND TERMINAL ENCLOSURE PER E.M.W.D. STD. B-533.
12. RELOCATE FIBER OPTIC BY OTHERS.
13. PROTECT IN PLACE
14. CONSTRUCT DETECTABLE WARNING SURFACE PER CITY OF MORENO VALLEY STD. NO. 214C.
15. RELOCATE EXISTING CHAIN LINK FENCE TO ONE FOOT PERMANENTLY BEHIND RIGHT OF WAY AND INSTALL END POST AS APPLICABLE.

BOX SPRINGS ROAD

IRONWOOD AVENUE



Drawing Name: G:\561166\Engineering\STREET IMPROVEMENT PLAN\PHASE 1\561166-IRONWOOD_ST-SHT03.dwg
 Date: 08/03/2010 10:35am by gemh

BENCH MARK
 A 2 1/4" BRASS DISK IN 2 1/4" IRON PIPE, DOWN 0.8, 33" NORTH OF THE CENTERLINE OF BOX SPRINGS ROAD AS SHOWN ON TRACT NO. 20272-2, FILED IN MAP BOOK 188 OF MAPS, AT PAGES 10 THROUGH 12 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF WESTBOND STATE ROUTE 60, STAMPED "CALIFORNIA DEPARTMENT OF TRANSPORTATION RIV 60-14.46 1990 LS 5679"
 ELEVATION: 1660.561' NGVD 1929'

MARK	DATE	INITIAL	DESCRIPTION	REC. APPR. DATE
			REVISION	

CITY OF MORENO VALLEY APPROVALS

APPROVED BY	DATE	BY
<i>[Signature]</i> SUPERVISING SENIOR ENGINEER	8/4/10	
<i>[Signature]</i> CITY TRAFFIC ENGINEER		
<i>[Signature]</i> MAINTENANCE AND OPERATIONS MANAGER		
<i>[Signature]</i> SENIOR ENGINEER	8/4/10	

ENGINEER OF RECORD'S SEAL
 STEVE J. HOSFORD
 NO. 42280
 EXP. 03/31/12
 CIVIL
 STATE OF CALIFORNIA

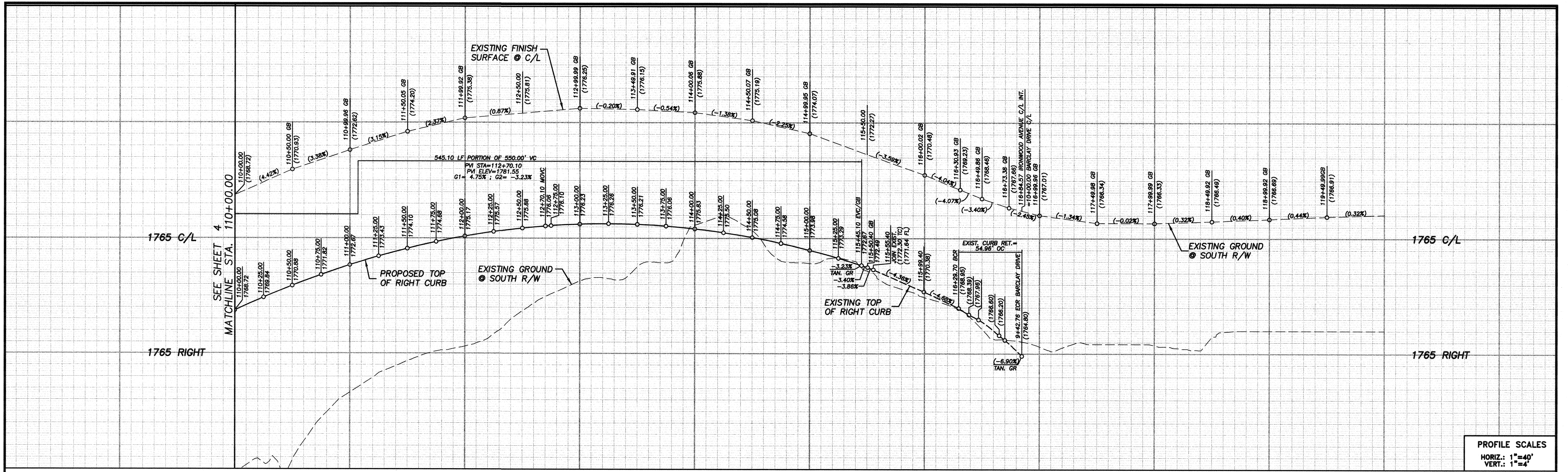
AEI CASC CONSULTING
 937 SOUTH VIA LATA SUITE 500
 COLTON, CA 92324
 PH. (909) 783-0101 FAX (909) 783-0108

PREPARED UNDER SUPERVISION OF
 STEVE J. HOSFORD
 RCE 42280 Exp. Date: 03/31/12

CITY OF MORENO VALLEY
 STREET IMPROVEMENT PLANS
IRONWOOD AVENUE
 STA. 100+00.00 TO STA. 101+00.00

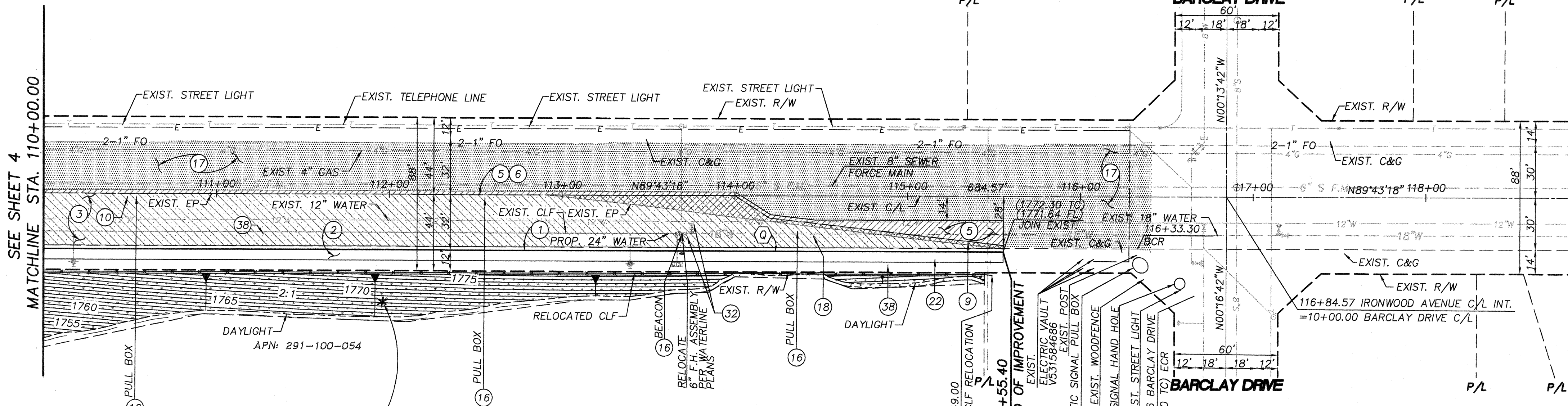
ACCT. NO.
 897.91727
SHEET 3 NO. 42
 CITY I.D. NO.

Attachment: Appendix E - Preliminary Drainage Study (4106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)



PROFILE SCALES
 HORIZ.: 1"=40'
 VERT.: 1"=4'

110+00 111+00 112+00 113+00 114+00 115+00 116+00 117+00 118+00 119+00



- CONSTRUCTION NOTES**
- CONSTRUCT TYPE 8 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. NO. 201.
 - CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF MORENO VALLEY STD. NO. 210.
 - CONSTRUCT 0.45' AC PAVEMENT OVER 0.95' BASE COURSE.
 - COLDMILL 1.5" AND APPLY 1.5" THICK AND 2' MIN. WIDTH AC OVERLAY.
 - SAWCUT AND REMOVE EXISTING AC PAVEMENT (SEE AC PAVEMENT JOIN DETAIL HEREON).
 - REMOVE AND DISPOSE EXISTING AC BERM.
 - REMOVE AND DISPOSE EXISTING CONCRETE PAD.
 - REMOVE FLASHING BEACON AND CONDUIT AND PULL BOX PER TRAFFIC SIGNAL PLAN.
 - APPLY SLURRY SEAL TO EXISTING AC PAVEMENT.
 - RELOCATE OR REMOVE TRAFFIC SIGN PER SIGNALING AND STRIPING PLAN.
 - REMOVE TRAFFIC SIGNAL PULLBOX PER SIGNAL INTERCONNECT PLAN.
 - ADJUST WATER VALVE CAN AND LID TO GRADE.
 - RELOCATE EXISTING CHAIN LINK FENCE TO ONE FOOT BEHIND RIGHT OF WAY AND INSTALL END POST AS APPLICABLE.

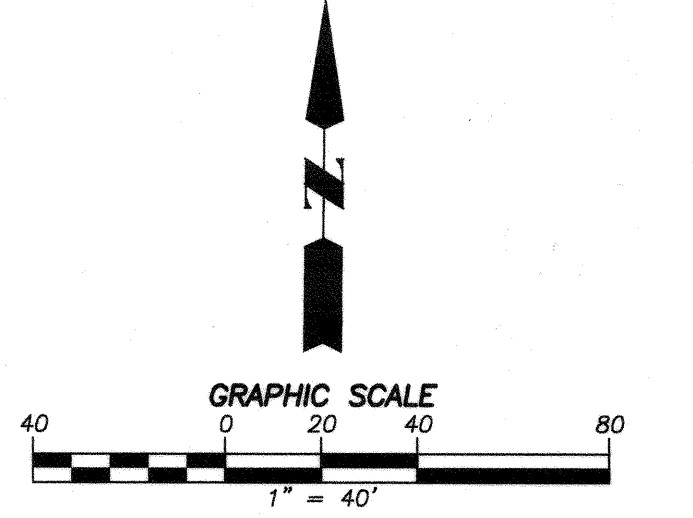
LEGEND

- LIMITS OF AC PAVEMENT OVER BASE COARSE
- LIMITS OF COLDMILL AND AC OVERLAY
- POST CONSTRUCTION EROSION CONTROL
- LIMITS OF SLURRY SEAL

CURVE/LINE DATA

DELTA/BEARING	RADIUS	LEN/DIST.	TANGENT
N89°43'18"E	-	555.40'	-

IRONWOOD AVENUE



MARK	DATE	INITIAL	DESCRIPTION	REC.	APPR.	DATE
			REVISION			

CITY OF MORENO VALLEY APPROVALS

APPROVED BY: [Signature] DATE: 8/4/10 BY: [Signature] DATE: 8/5/10

SUPERVISING SENIOR ENGINEER: BREM KUMAR, DEPT. PW DR., ASST. CITY ENGINEER, R.C.E. #C52463 EXP. 12/31/2010

CITY TRAFFIC ENGINEER: [Signature]

MAINTENANCE AND OPERATIONS MANAGER: [Signature]

SENIOR ENGINEER: [Signature]

ENGINEER OF RECORD'S SEAL: STEVE J. HOSFORD, REGISTERED PROFESSIONAL ENGINEER, CIVIL, STATE OF CALIFORNIA, NO. 42280, EXP. 03/31/12

AEI CASC CONSULTING
 937 SOUTH VIA LATA SUITE 500 COLTON, CA 92324
 PH. (909) 783-0101 FAX (909) 783-0108

PREPARED UNDER SUPERVISION OF: [Signature] DATE: 8-3-10

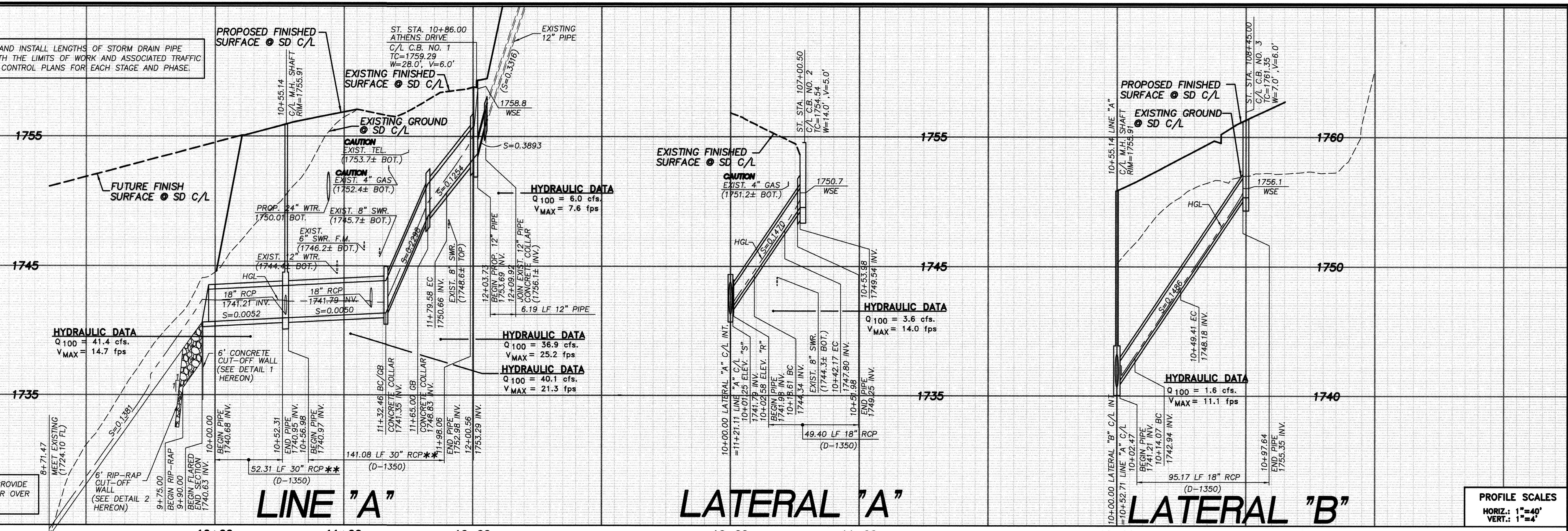
CITY OF MORENO VALLEY
 STREET IMPROVEMENT PLANS
IRONWOOD AVENUE
 STA. 110+00.00 TO STA. 115+55.40

ACCT. NO. 897.91727
 SHEET 5 NO. 42
 CITY I. D. NO.

Drawing Name: D:\561166\AEI\CASC\STREET IMPROVEMENT PLAN\PHASE 1\561166-IRONWOOD_ST-SHT05.dwg
 Last Update: Aug 03, 2010 1:12:40 pm by gsmith

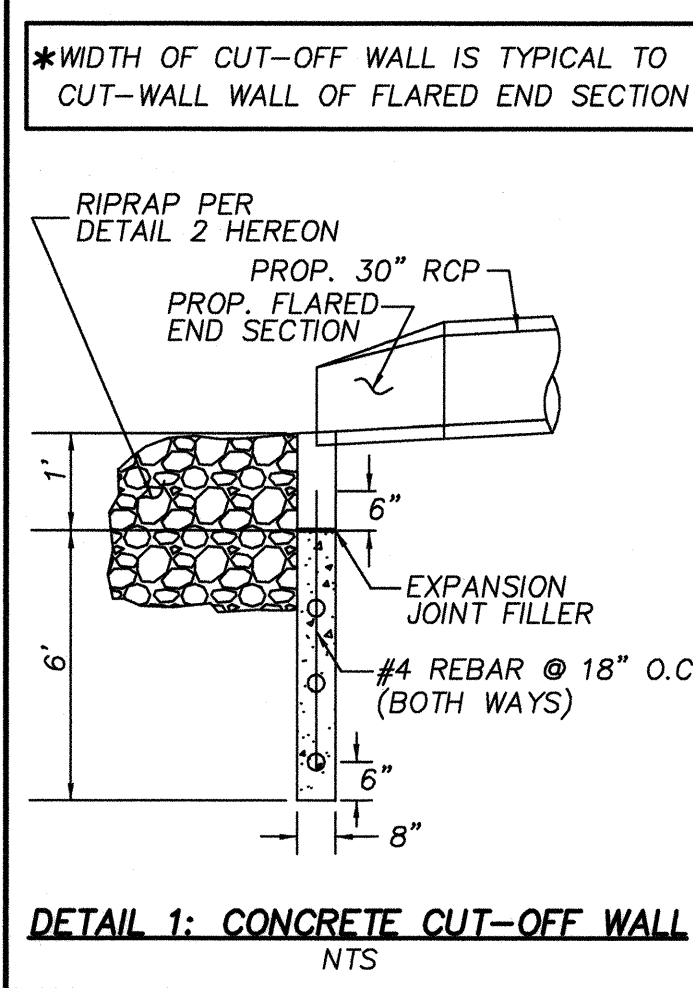
Attachment: Appendix E - Preliminary Drainage Study (4106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)

THE CONTRACTOR SHALL FURNISH AND INSTALL LENGTHS OF STORM DRAIN PIPE THAT WILL ENABLE COMPLIANCE WITH THE LIMITS OF WORK AND ASSOCIATED TRAFFIC CONTROL SHOWN ON THE TRAFFIC CONTROL PLANS FOR EACH STAGE AND PHASE.



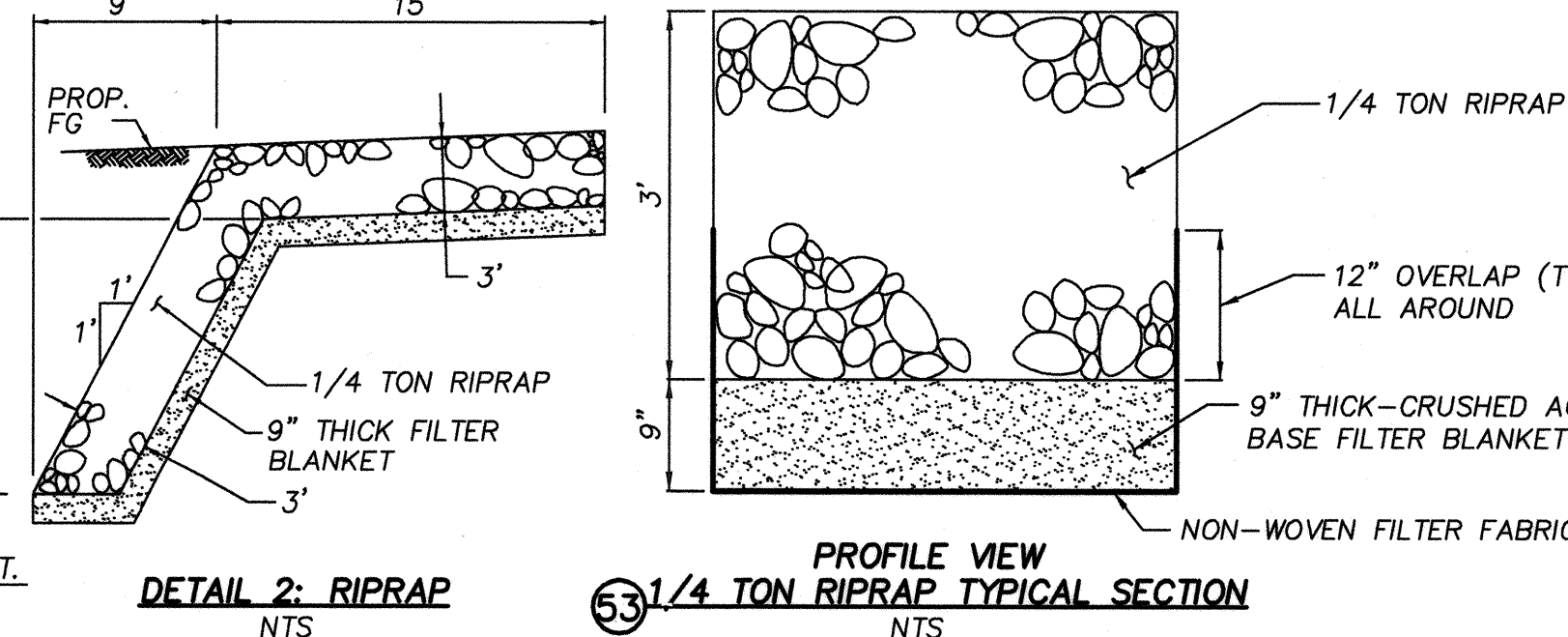
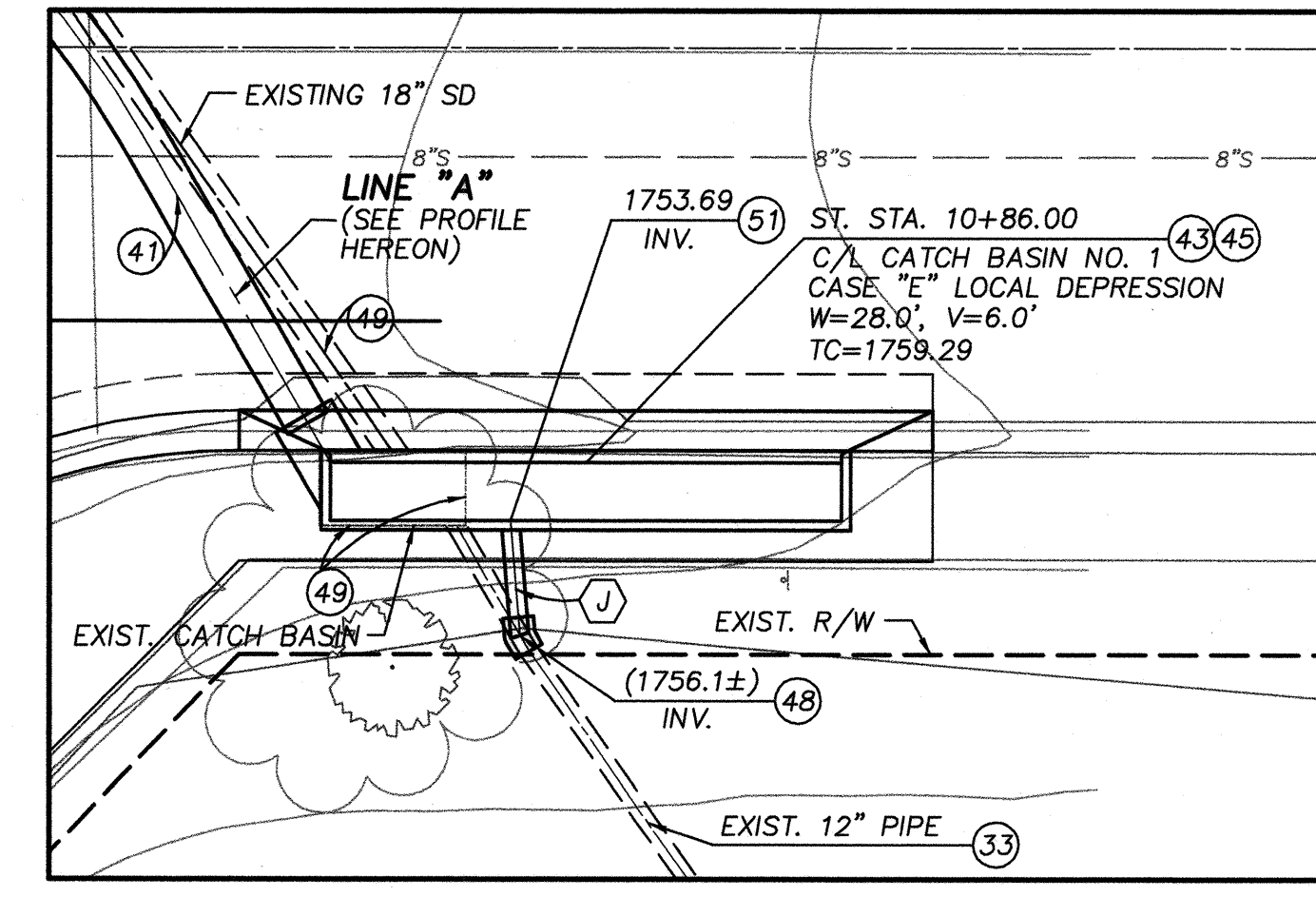
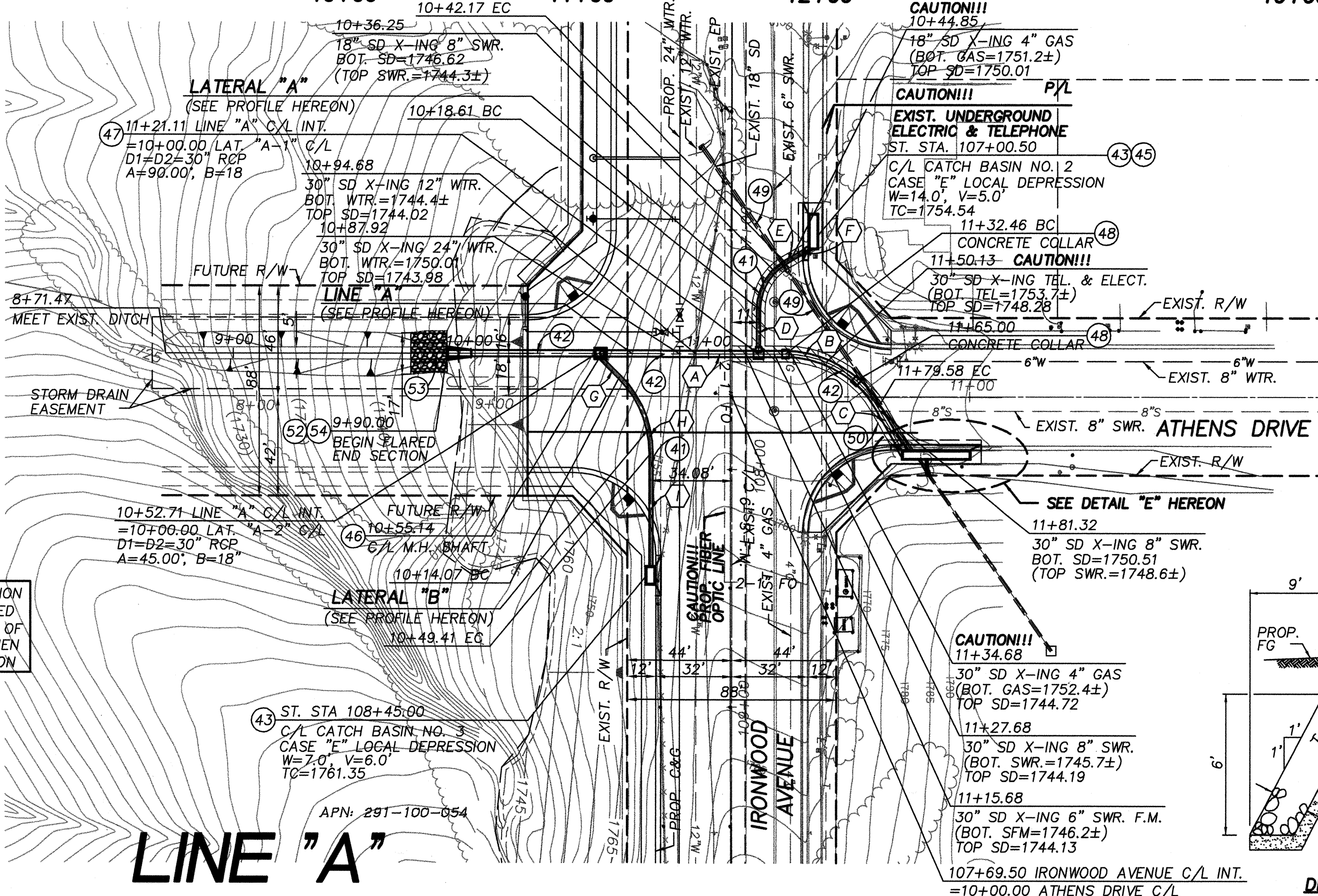
** WHERE VELOCITY IS > 20 FPS PROVIDE MINIMUM 1/2 CONCRETE COVER OVER REINFORCEMENT.

PROFILE SCALES
HORIZ: 1"=40'
VERT: 1"=4'



ALL OPEN TRENCH WORK WITHIN THE INTERSECTION OF ATHENS AND IRONWOOD SHALL BE SUSPENDED AND THE TRENCH PLATED BETWEEN THE HOURS OF 7:00 AND 8:00 AM, AND 2:00 AND 3:00 PM WHEN BOX SPRINGS ELEMENTARY SCHOOL IS IN SESSION

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
Underground Service Alert
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG



CONSTRUCTION NOTES

- (3) PROTECT IN PLACE.
- (4) CONSTRUCT 18" RCP PER PLAN (D LOAD PER PLAN).
- (5) CONSTRUCT 30" RCP PER PLAN (D LOAD PER PLAN).
- (6) CONSTRUCT CATCH BASIN PER SPPWC STD. DWG. NO. 300-3.
- (7) CONSTRUCT MONOLITHIC CATCH BASIN CONNECTION PER SPPWC STD. DWG. NO. 308-2.
- (8) CONSTRUCT MANHOLE PER SPPWC STD. DWG. NO. 321-2.
- (9) CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. DWG. NO. 331-3.
- (10) CONSTRUCT CONCRETE COLLAR PER SPPWC STD. DWG. NO. 380-4.
- (11) REMOVE INTERFERING PORTIONS OF EXISTING STORM DRAIN PIPE AND/OR STRUCTURE. FILL ABANDONED PORTION WITH SLURRY.
- (12) CONSTRUCT TRENCH BACKFILL PER CITY OF MORENO VALLEY STD. DWG. NO. 602A, 602B AND 602C AS APPLICABLE.
- (13) RECONNECT EXISTING 12" PIPE TO THE PROPOSED CATCH BASIN.
- (14) CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRANS STD. DWG. NO. D94B.
- (15) CONSTRUCT 1/4 TON RIPRAP CHANNEL, T=3' WITH 9" THICK-CRUSHED AGGREGATE BASE FILTER BLANKET AND NON-WOVEN FILTER FABRIC PER DETAILS HEREON.
- (16) CONSTRUCT 6"-(8" THICK) CONCRETE CUT-OFF WALL PER DETAIL 1 HEREON.

CURVE/LINE DATA

DELTA/BEARING	RADIUS	LEN/DIST.	TANGENT
(A) N00°16'42"W	-	142.46'	-
(B) 60°00'00"	45.00'	47.12'	25.98'
(C) N59°43'18"E	-	20.98'	-
(D) N89°43'18"E	-	18.61'	-
(E) 60°00'00"	22.50'	23.56'	12.99'
(F) N30°16'42"W	-	11.81'	-
(G) N44°43'18"E	-	14.07'	-
(H) 45°00'00"	45.00'	35.34'	18.64'
(I) N89°43'18"E	-	48.23'	-
(J) N84°53'09"E	-	6.19'	-

LEGEND



BENCH MARK

MARK	DATE	INITIAL	DESCRIPTION	REC. APPR. DATE

BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF BOX SPRINGS ROAD AS SHOWN ON TRACT NO. 20272-2, FILED IN MAP BOOK 188 OF MAPS, AT PAGES 10 THROUGH 12 INCLUSIVE, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, BEING NORTH 89°43'30" EAST.

CITY OF MORENO VALLEY APPROVALS

APPROVED BY	DATE	BY
PREM KUMAR	8/4/10	
CHRIS VOGT	8/15/10	

DEPT. PW DIR. / ASST. CITY ENGINEER
R.C.E. #C52483 EXP. 12/31/2010

DEPT. PW DIR. / ASST. CITY ENGINEER
R.C.E. #C42280 EXP. 06/30/2011

ENGINEER OF RECORD'S SEAL

STEVE J. HOSFORD

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NO. 42280
EXP. 03/31/10
STATE OF CALIFORNIA

AEI CASC CONSULTING
937 SOUTH VIA LATA SUITE 500
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108

PREPARED UNDER SUPERVISION OF

STEVE J. HOSFORD

DATE: 8-3-10
RCE #2280 Exp. Date: 03/31/10

CITY OF MORENO VALLEY

STORM DRAIN PLANS
IRONWOOD AVENUE
LINE "A" STORM DRAIN
LAT. "A", LAT. "B"

ACCT. NO. 897.91727

SHEET 9 NO. 42
CITY I.D. NO.

WEST END MDP LINE CC

FLOW RATES SHOWN ON THESE PLAN SETS COMPARED TO DMA-A

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

GENERAL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S MEMORANDUM OF UNDERSTANDING STANDARD SPECIFICATIONS DATED SEPTEMBER 1984, AND DESIGN MANUAL STANDARD DRAWINGS DATED MAY 1971.
2. IF AN ENCROACHMENT PERMIT IS REQUIRED FROM RIVERSIDE COUNTY FLOOD CONTROL, THEN CONTACT COEN COWENBERG AT (714) 275-1277. AFTER THE PERMIT IS ISSUED THE DISTRICT MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY RIVERSIDE COUNTY FLOOD CONTROL. CONTACT LEONARD DUNN AT (714) 275-1288. THE DISTRICT MUST BE NOTIFIED TWO WEEKS PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-422-4133.
7. ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON U.S.C. & G.S. DATUM.
8. ALL CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
9. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
10. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
11. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
12. BEDDING PIPE WITH LESS THAN TWO FEET OF COVER SHALL CONFORM TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STANDARD DRAWINGS 2-D213.3 AND 2-D177 FOR CONCRETE BACKFILL IN TRENCHES. ALL OTHER PIPE SHALL CONFORM TO RCF&WCD STD. DWG. M815.
13. BH-1 INDICATES SOIL BORING LOCATIONS BASED ON THE SOILS REPORT DATED _____ LOCATIONS SHOWN ARE APPROXIMATE.
14. "V" IS THE DEPTH OF INLET OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
15. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
16. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.

INDEX

TITLE SHEET	SHEET NO.
MAINLINE PLAN AND PROFILE SHEETS	1 2-6

R.C.F.C.D. STANDARD DRAWINGS

CB 100	CATCH BASIN NO. 1
CB 107	INLET TYPE IX MODIFIED PER DETAIL ON SHEET 6
JS 227	JUNCTION STRUCTURE NO. 2
LD 201	LOCAL DEPRESSION NO. 2 (CASE B)
LD 201	LOCAL DEPRESSION NO. 2 (CASE C)
MH 252	MANHOLE NO. 2
MH 254	MANHOLE NO. 4
TS 303	TRANSITION STRUCTURE NO. 3
M 803	CONCRETE COLLAR
M 804	TIMBER BULKHEAD

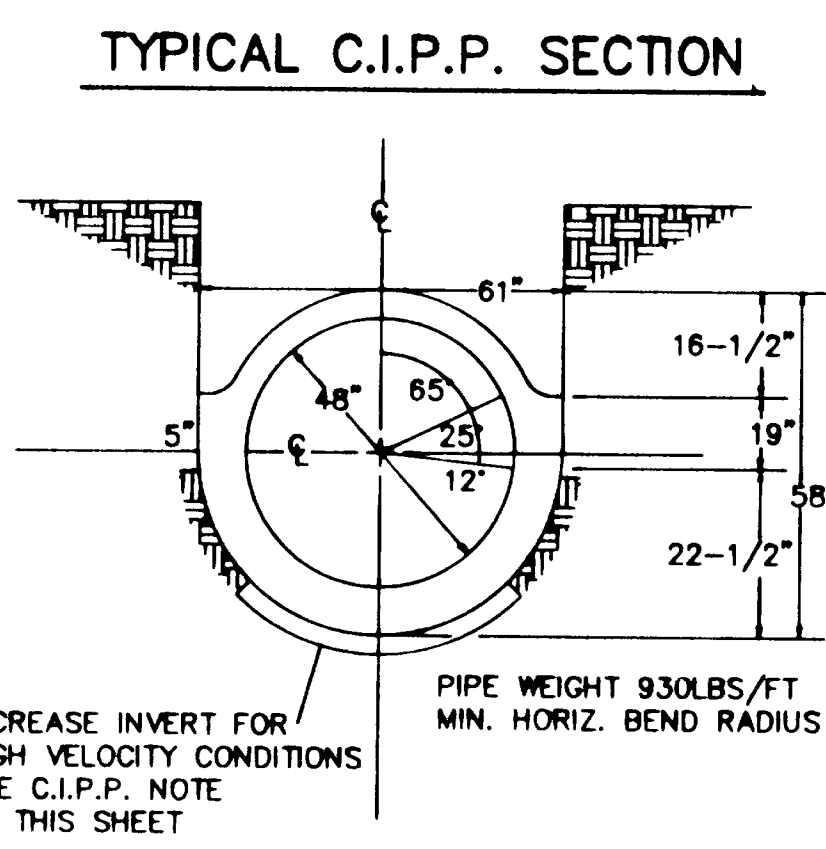
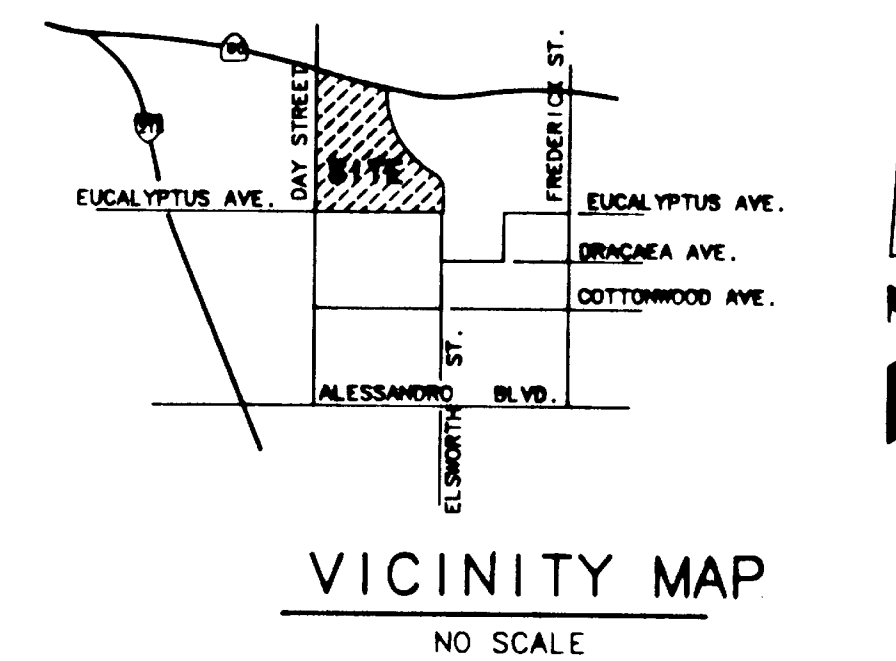
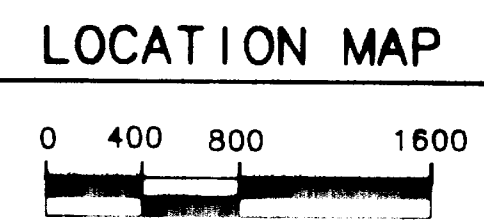
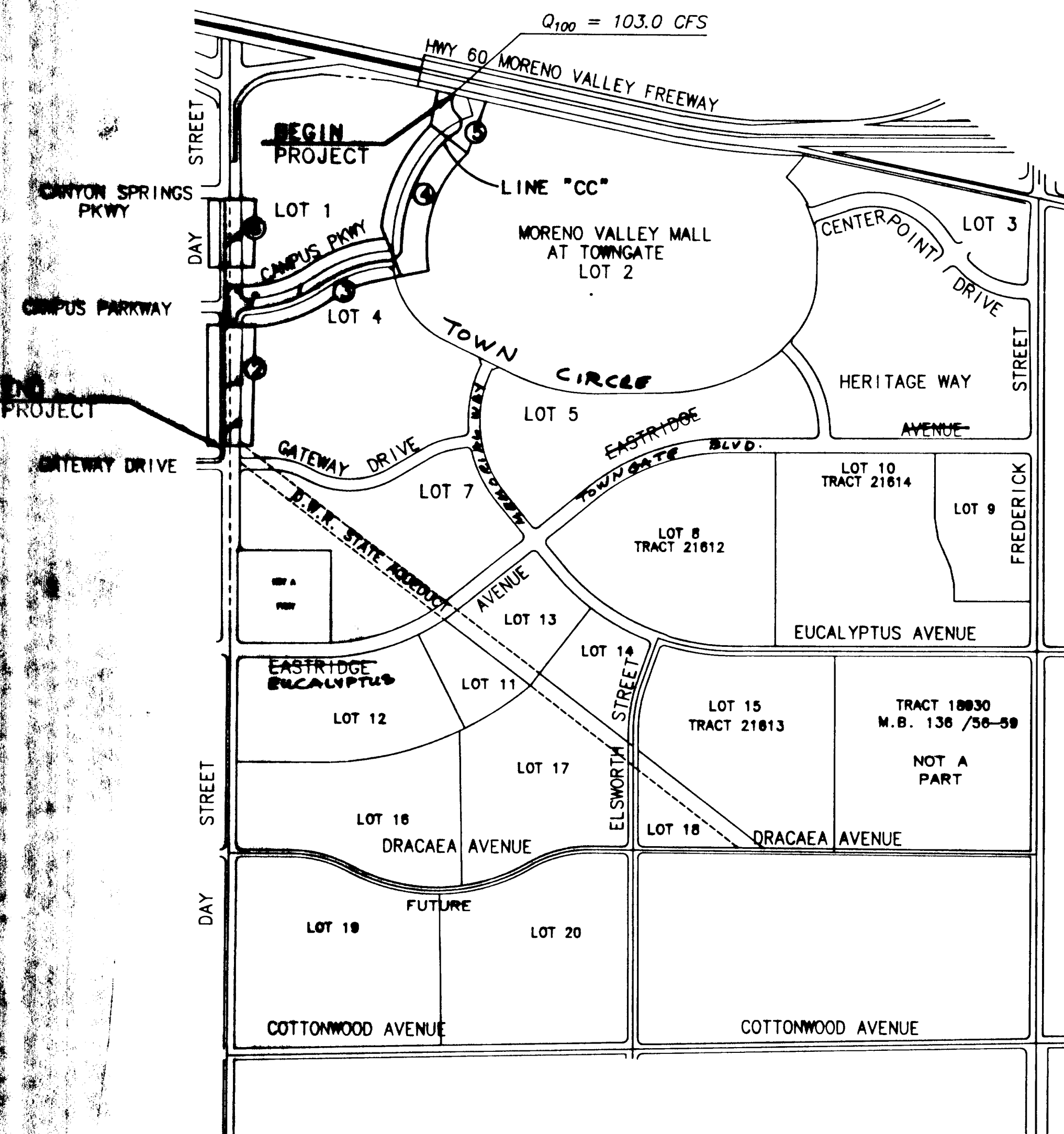
SPECIAL NOTES

NOTICE: THE CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING A MINIMUM OF TWO WEEKS BEFORE BEGINNING CONSTRUCTION, AND SHALL NOT BEGIN CONSTRUCTION BEFORE OBTAINING AUTHORIZATION TO PROCEED.

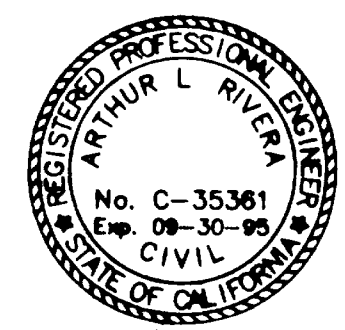
THE CONCRETE COVER ON THE INSIDE OF ALL REINFORCED CONCRETE PIPE MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE FC = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND FC = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.

CAST-IN-PLACE REQUIREMENTS

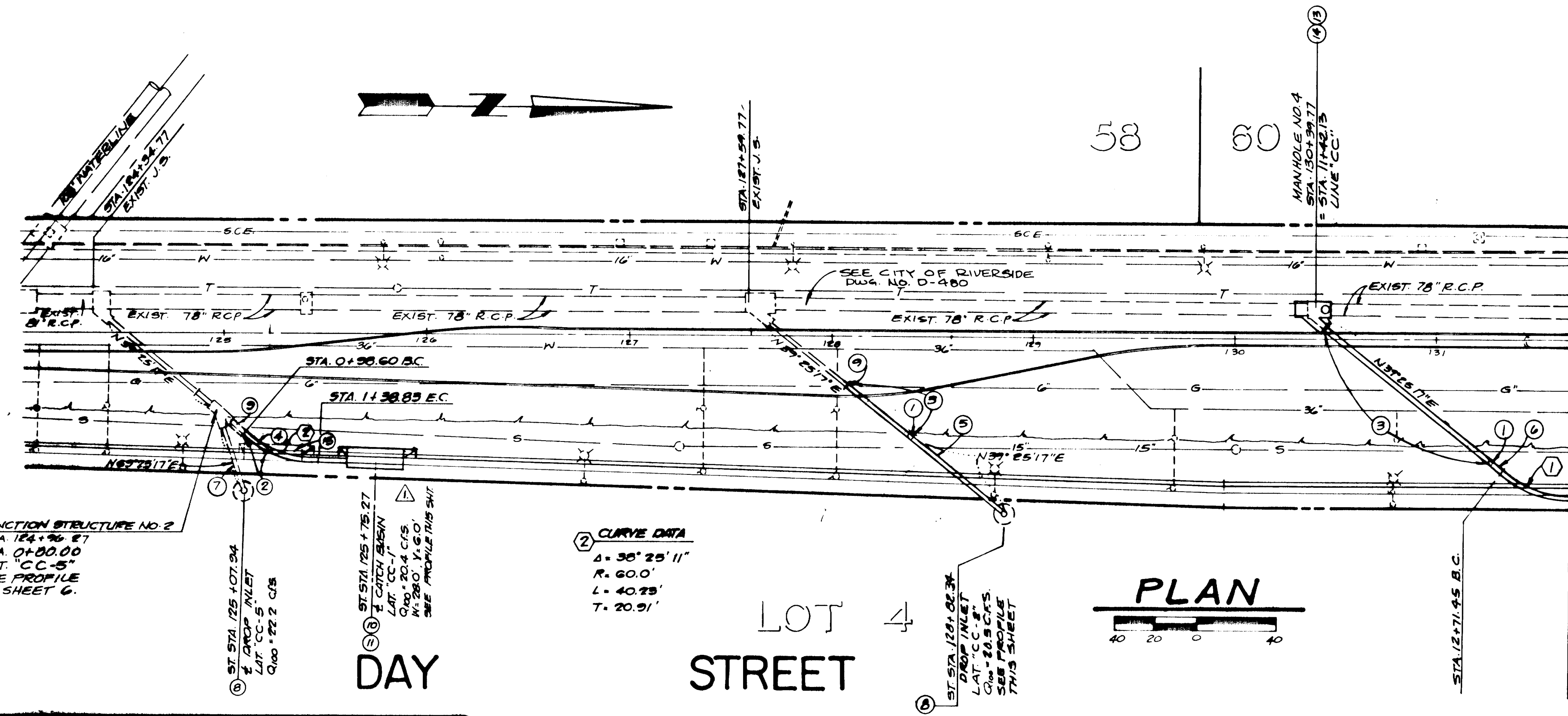
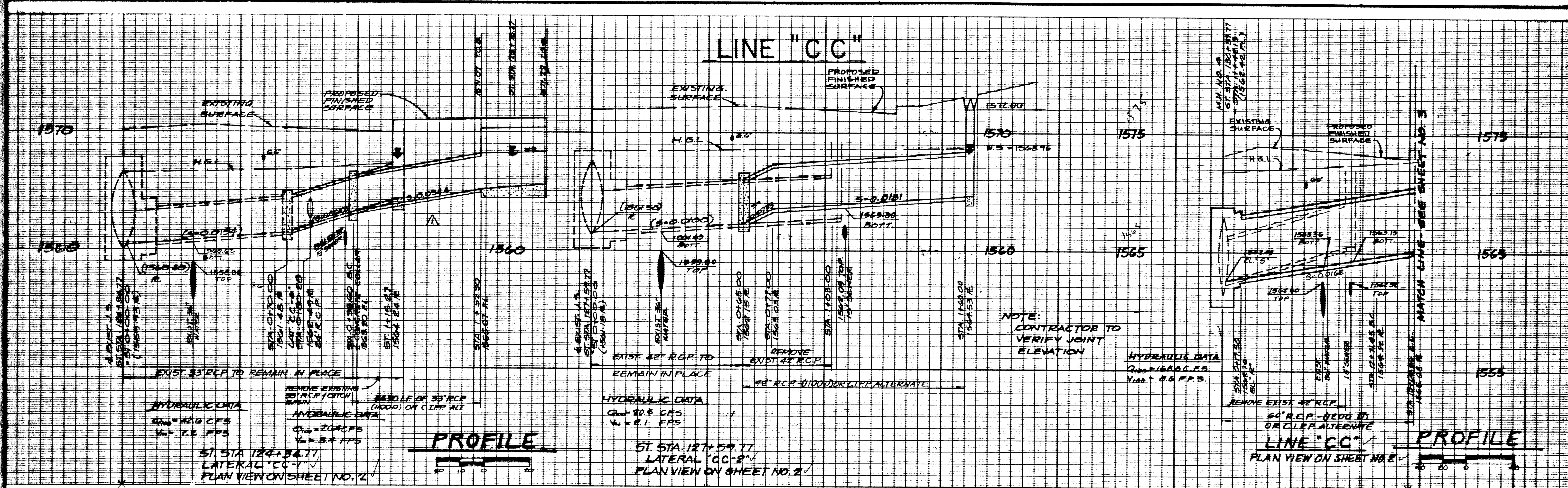
- 1) FOR QUALITY CONTROL DURING PLACEMENT, EMPLOY AN EXPERIENCED R.C.E. OR TECHNICIAN HAVING SUITABLE C.I.P. EXPERIENCE.
- 2) CONTROL CONCRETE BY MEANS OF 6"X 12" TEST CYLINDERS - MINIMUM OF 1 SET OF FOUR (4) CYLINDERS / 100 C.Y. AND NOT LESS THAN TWO (2) SETS CYLINDERS PER EACH DAY'S POUR
- 3) SUPPLYING BATCH PLANT SHALL BE INSPECTED AT THE START OF CONSTRUCTION AND NOT LESS THAN ONCE EACH WEEK THEREAFTER TO OBSERVE PLANT OPERATIONS, BATCH WEIGHTS AND OTHER CONCRETE CONTROL MEASURES.
- 4) CONCRETE MIXES SHALL NOT HAVE LESS THAN SIX (6) SACKS OF PORTLAND CEMENT / CU.YD.
- 5) CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
- 6) IF AND WHEN FLOW VELOCITY EXCEEDS 10 F.P.S. A 140' SEGMENT OF THE C.I.P. INVERT SHALL BE THICKENED 2 INCHES IN WALL THICKNESS AS "SACRIFICIAL CONCRETE" TO RESIST ABRASION. COMPRESSIVE STRENGTH OF CONCRETE FOR DESIGN VELOCITIES = 20 F.P.S. SHALL BE FC = 4,000 P.S.I. FOR DESIGN VELOCITIES = 30 F.P.S. FC = 5,000 P.S.I. SHALL BE PROVIDED.
- 7) MAXIMUM PERMISSIBLE CONCRETE SLUMP SHALL BE 2-1/2", 1-1/2" MIN. TO 2-1/2" MAX.
- 8) CONTRACTOR SHALL ALLOW INSPECTOR INTO PIPE WHILE UNDER CONSTRUCTION & "ROD" FOR WALL THICKNESS AT A MIN OF 25 C.Y. OF THE POUR.
- 9) AT THE END OF ALL POURS AND AT THE END OF EACH WORKING DAY THE CONTRACTOR SHALL INSTALL #4 DOWELS 24" LONG 12" INTO THE LAST POUR AT 12" CENTERS AROUND THE CIRCUMFERENCE OF CAST-IN-PLACE PIPE.
- 10) JUNCTION STRUCTURES SHOWN ON THE PLANS ARE FOR REINFORCED CONCRETE PIPE. THE FOLLOWING SUBSTITUTIONS SHALL BE MADE FOR JUNCTION STRUCTURES FOR USE WITH CAST-IN-PLACE PIPE:
 - A. A JUNCTION STRUCTURE NO. 4 (J.S. 229) SHALL BE REPLACED WITH EITHER A JUNCTION STRUCTURE NO. 2 (J.S. 227) OR A TRANSITION STRUCTURE NO. 3 (T.S. 303).
 - B. A JUNCTION STRUCTURE NO. 2 (J.S. 227) SHALL BE REPLACED WITH A TRANSITION STRUCTURE NO. 3 (T.S. 303).
- 11) STANDARD DRAWING NO. (J.S. 227) JUNCTION STRUCTURE NO. 2 WHEN USED WITH CAST-IN-PLACE PIPE SHALL BE MODIFIED TO INCLUDE CONCRETE BACKFILL 1 FOOT OVER THE CAST-IN-PLACE PIPE.



California Council of Civil Engineers & Land Surveyors
 Undergound Service Alert
 Call: TOLL FREE
 1-800-422-4133
 TWO WORKING DAYS BEFORE YOU DIG



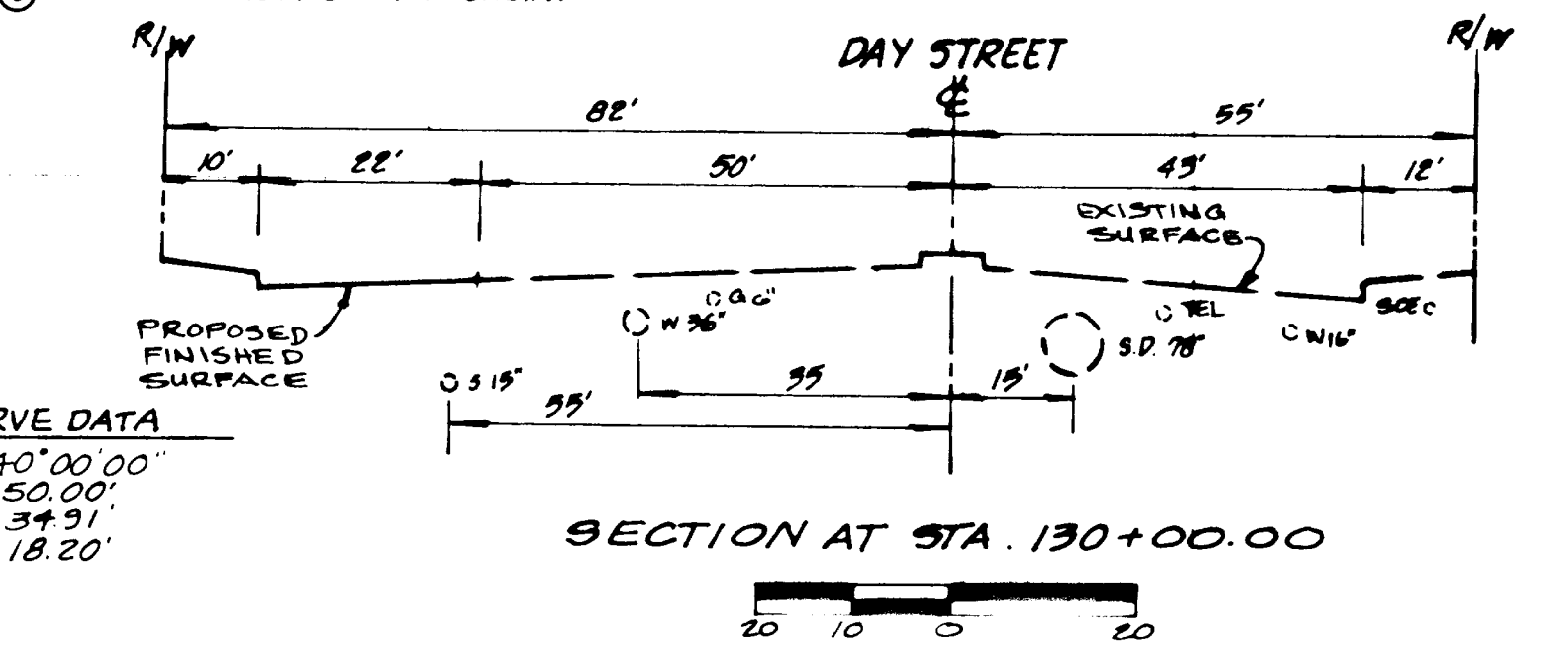
DESIGNED BY: A.R.I.	 180 P.O. Box 9907 - 92412 Phone (714) 944-0900 or (714) 944-0902 280 East Airport Blvd., San Bernardino, California	C.M.E. QUALITY ASSURANCE	BENCH MARK	REVISIONS	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	City of Moreno Valley	CITY OF MORENO VALLEY WEST END M.D.P. LINE "CC" STORM DRAIN	PROJECT NO.
DRAWN BY: A.S.		REVIEWED BY: DATE	LOCATION: BETWEEN ALESSANDRO BOULEVARD AND SHERMAN AVENUE ON DAY STREET, 180' SOUTH OF SHERMAN AVENUE, 40' EAST OF DAY STREET, 20' NORTHEAST OF POWER POLE NO. 75208, C.W.T. 2' NORTHWEST OF THE SOUTHWEST CORNER OF A 6' CHAIN LINK FENCE, 1' NORTH OF A MARKER POST, A BRASS DISK STAMPED M-82-99 IN THE TOP OF A CONCRETE POST. ELEVATION: 1551.102	DESCRIPTION	RECOMMENDED FOR APPROVAL BY:	APPROVED BY: JOHN K. FEENSZRA R.C.E. 13870 DEPUTY CITY ENGINEER	APPROVED BY: JOHN K. FEENSZRA R.C.E. 13870 DEPUTY CITY ENGINEER	TITLE SHEET TRACT 22049
DATE: MAY 1991	AUTHORIZED FOR RELEASE DATE: 11/13/91	DATE	ELEVATION: 1551.102	APPR. DATE	PLANNING ENGINEER	CHIEF ENGINEER	EXP. 3/31/93	SHEET NO.
CHECKED BY: A.L.R.	DATE	DATE					DATE: 11/13/91	



MATCH LINE 3
SEE SHEET 3
STA. 13+06.36 E.C.

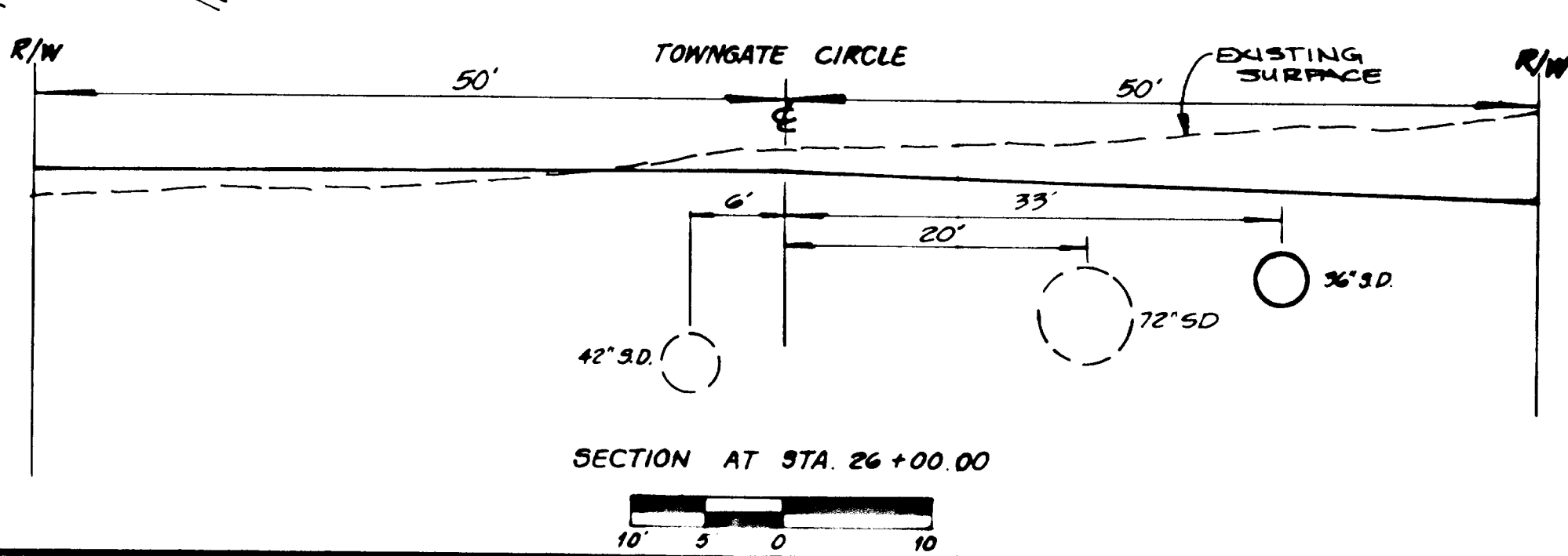
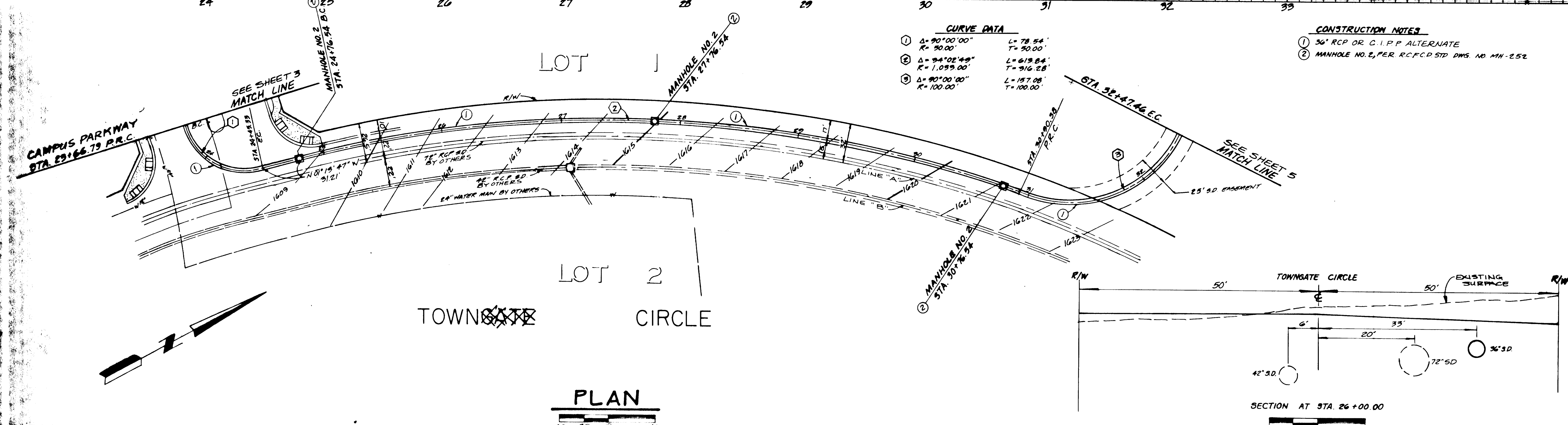
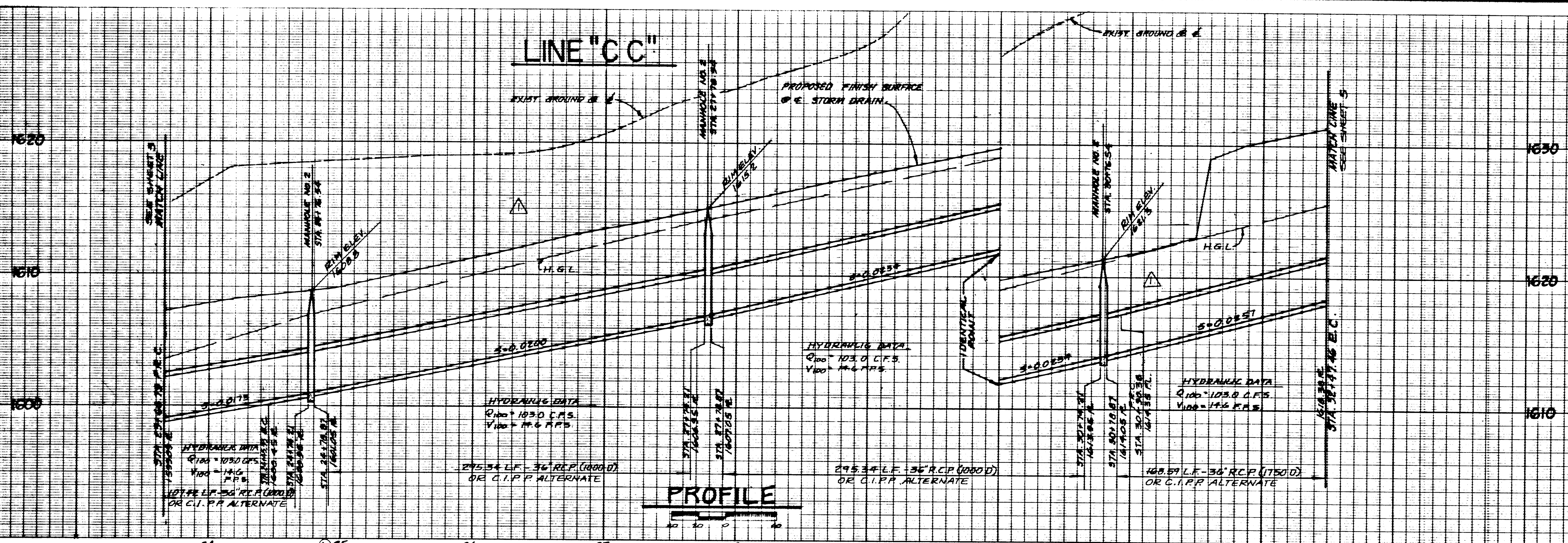
- CONSTRUCTION NOTES**
- REMOVE EXISTING DROP INLET
 - REMOVE EXISTING 33" RCP
 - REMOVE EXISTING 42" RCP
 - 33" RCP OR C.I.P.P. ALTERNATE
 - 42" RCP OR C.I.P.P. ALTERNATE
 - 60" RCP OR C.I.P.P. ALTERNATE
 - 24" RCP
 - DROP INLET PER DETAIL ON SHEET NO. 5
 - CONCRETE COLLAR PER R.C.F.C.D. STD. DWG. NO. M-205
 - C.B. NO. 1, PER R.C.F.C.D. STD. DWG. NO. C.B. 100
 - LD. NO. 2 (CASE B), PER R.C.F.C.D. STD. DWG. NO. LD-201
 - J.S. NO. 2, PER R.C.F.C.D. STD. DWG. NO. J.S. 227
 - REMOVE EXISTING MANHOLE
 - M.H. NO. 4 PER R.C.F.C.D. STD. DWG. NO. M.H. 254
LINE "CC"; C=17'-6", E=16'-6", L=17'-4",
EL."R"=1562.70 EL."S"=1562.40
 - REMOVE EXISTING CATCH BASIN.

J.S. NO. & AT	STA. 124+36.27
A	50' 08" 00"
B	24'
C	6'-10"
D	33'
E	6'-4"
F	
G	
L	9'-10"
EL."R"	1562.70
EL."S"	1562.57



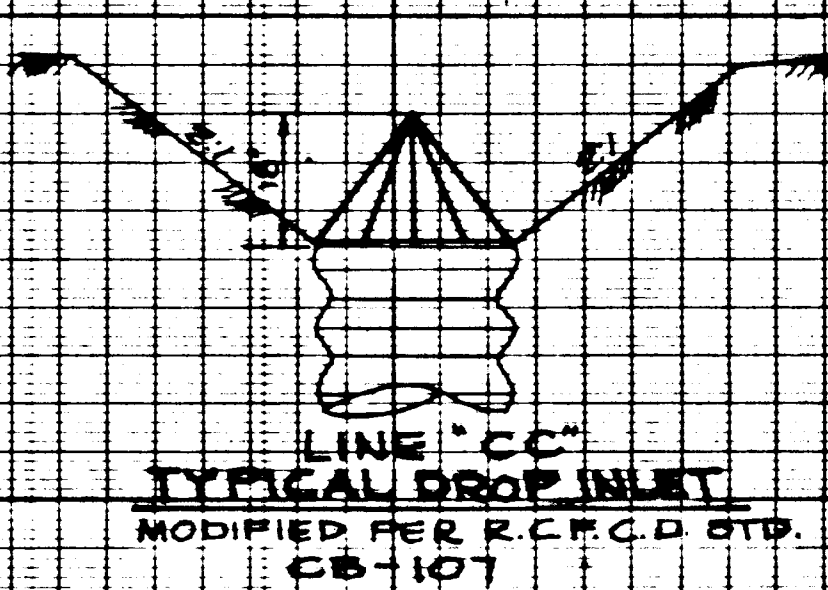
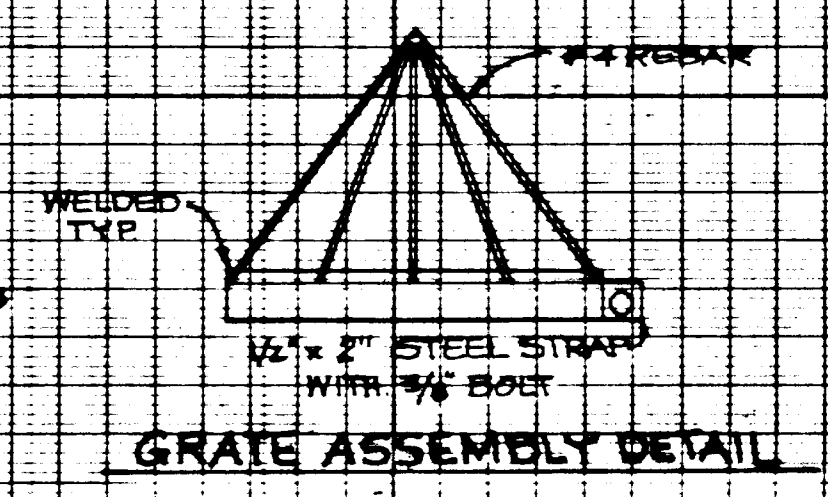
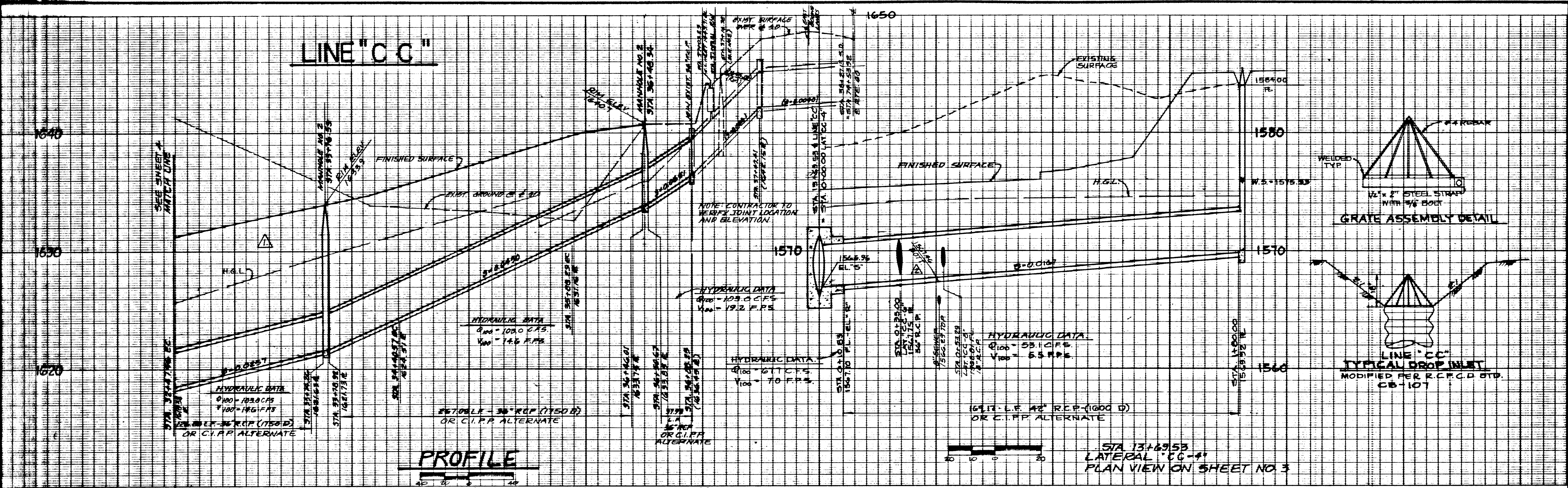
DESIGNED BY: A.R.	<p>ENGINEERING ASSOCIATES 220 East Alhambra Drive, San Bernardino, California</p>		BENCH MARK SEE SHEET NO. 1	<p>REVISIONS</p> <table border="1"> <tr> <th>REF.</th> <th>DESCRIPTION</th> <th>APPR. DATE</th> </tr> <tr> <td>1</td> <td>ADDED LATERAL 'CC-1' PLAN & PROFILE</td> <td>JKF 3-3-92</td> </tr> </table>	REF.	DESCRIPTION	APPR. DATE	1	ADDED LATERAL 'CC-1' PLAN & PROFILE	JKF 3-3-92	<p>RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>RECOMMENDED FOR APPROVAL BY: APPROVED BY</p>	<p>CITY OF MORENO VALLEY</p> <p>APPROVED BY: JOHN K. FEENSTRA REGISTERED CIVIL ENGINEER NO. 13870 (Exp. 3/31/93)</p>	<p>CITY OF MORENO VALLEY WEST END, M.D.P. LINE "CC" STA. 11+42.13 TO STA. 13+06.36 LATERALS "CC-1", "CC-2" & "CC-3" TRACT 22049</p>	<p>PROJECT NO.</p> <p>DRAWING NO.</p> <p>SHEET NO. 2 OF 3</p>
REF.			DESCRIPTION	APPR. DATE										
1	ADDED LATERAL 'CC-1' PLAN & PROFILE	JKF 3-3-92												
DRAWN BY: B.C.	<p>DATE: MAY 1991</p> <p>CHECKED BY: A.L.R.</p>	<p>DATE: 11/1/91</p>												

LINE "C C"



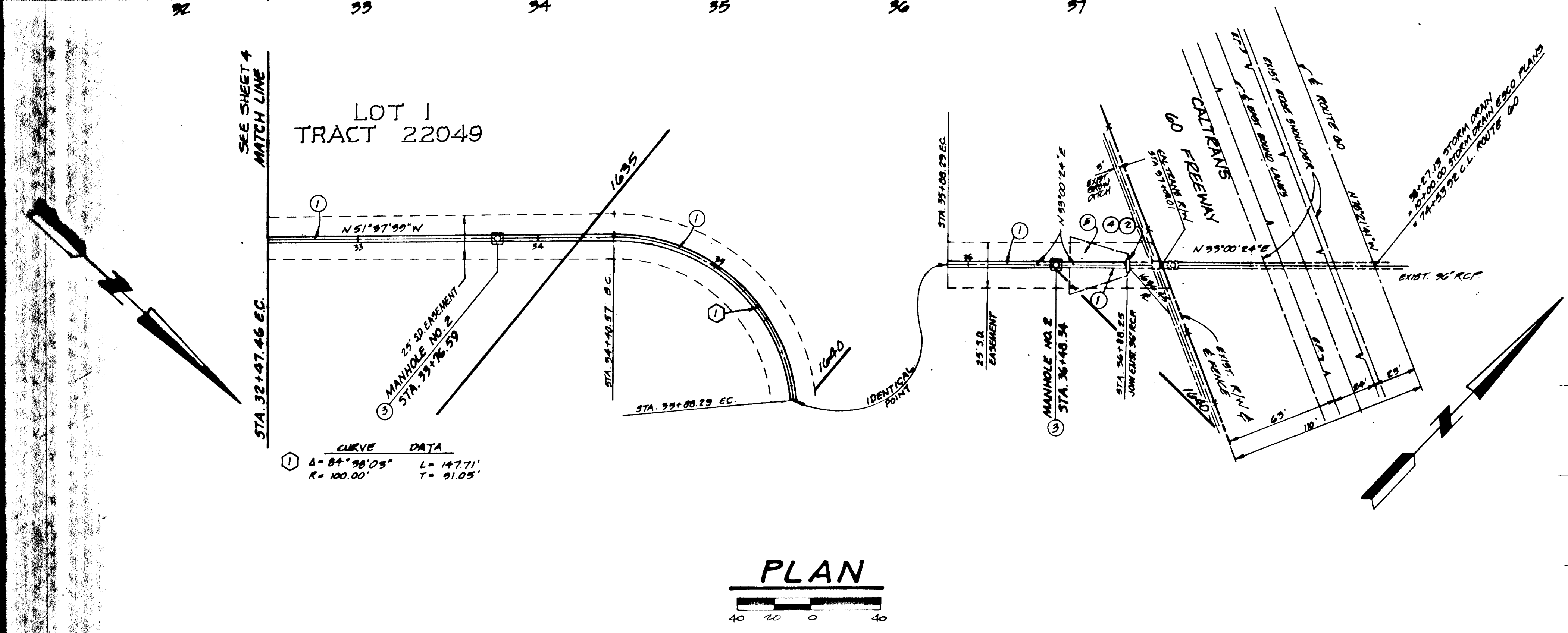
DESIGNED BY: ARI	 CM ENGINEERING ASSOCIATES 1401 P.O. Box 0027 - 00422 Phone (714) 944-2024 or (714) 922-5022 288 West Airport Drive, San Bernardino, California	BENCH MARK	REVISIONS	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECOMMENDED FOR APPROVAL BY: _____ APPROVED BY: _____ PLANNING ENGINEER: _____ CHIEF ENGINEER: _____ DATE: _____ DATE: _____	CITY OF MORENO VALLEY APPROVED BY: JOHN K. FEENSTRA DEPUTY CITY ENGINEER REGISTERED CIVIL ENGINEER NO. 13870 11/14/94 (EX. 3/31/83) DATE: _____	PROJECT NO.										
DRAWN BY: AS		SEE SHEET NO. 1	<table border="1"> <tr><th>REF</th><th>DESCRIPTION</th><th>APPR. DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>			REF	DESCRIPTION	APPR. DATE								
REF	DESCRIPTION	APPR. DATE														
DATE DRAWING: JULY 1991	 ARTHUR L. RIVERA P.E. 35561 EXP. 9-30-95 11/1/91 DATE					SHEET NO.										
CHECKED BY: ARI						4 OF 6										

Attachment: Appendix E - Preliminary Drainage Study (4106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)



PROFILE

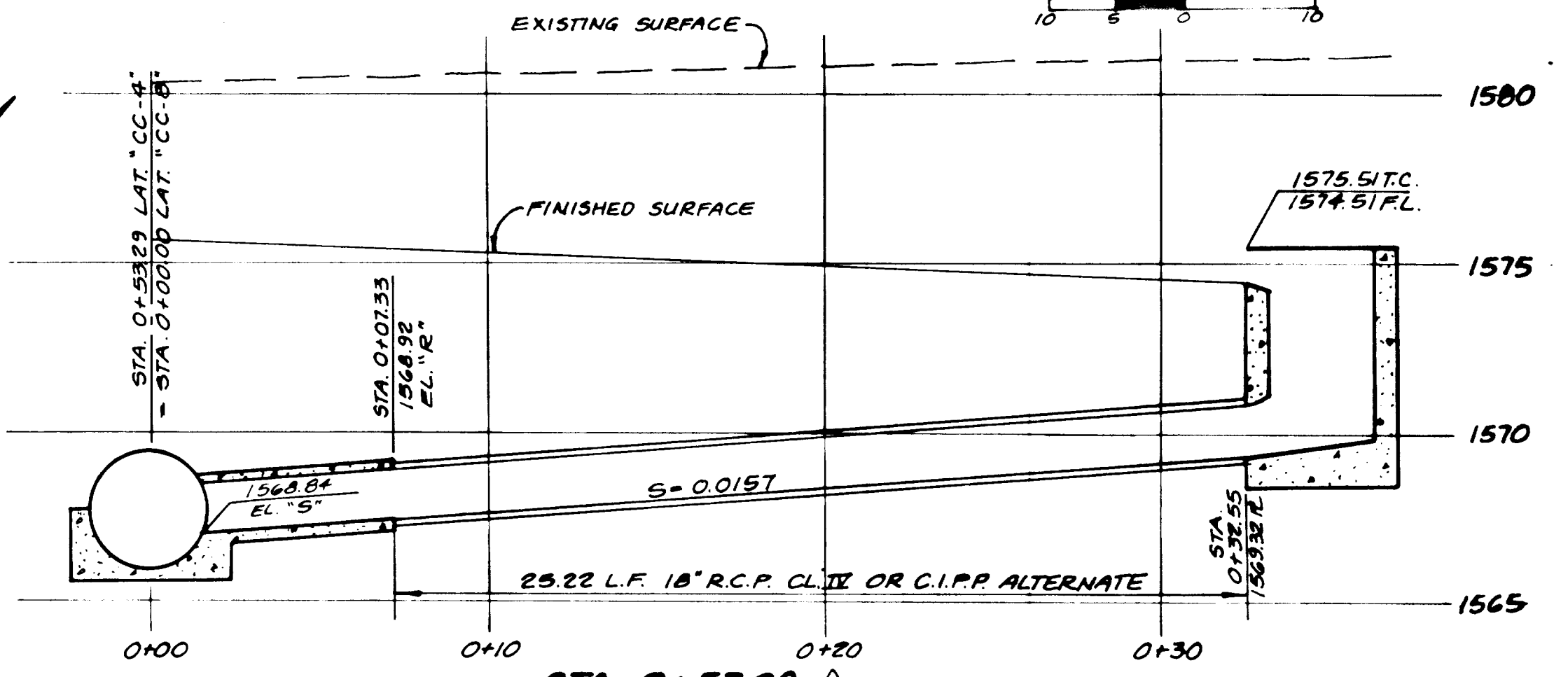
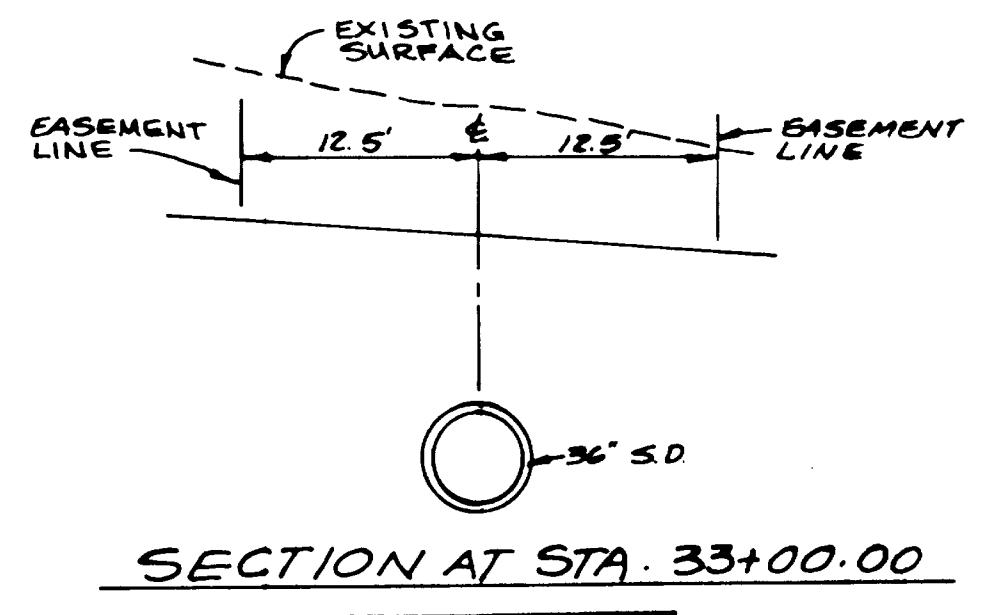
STA 33+13.53
LATERAL "CC-4"
PLAN VIEW ON SHEET NO. 3



PLAN

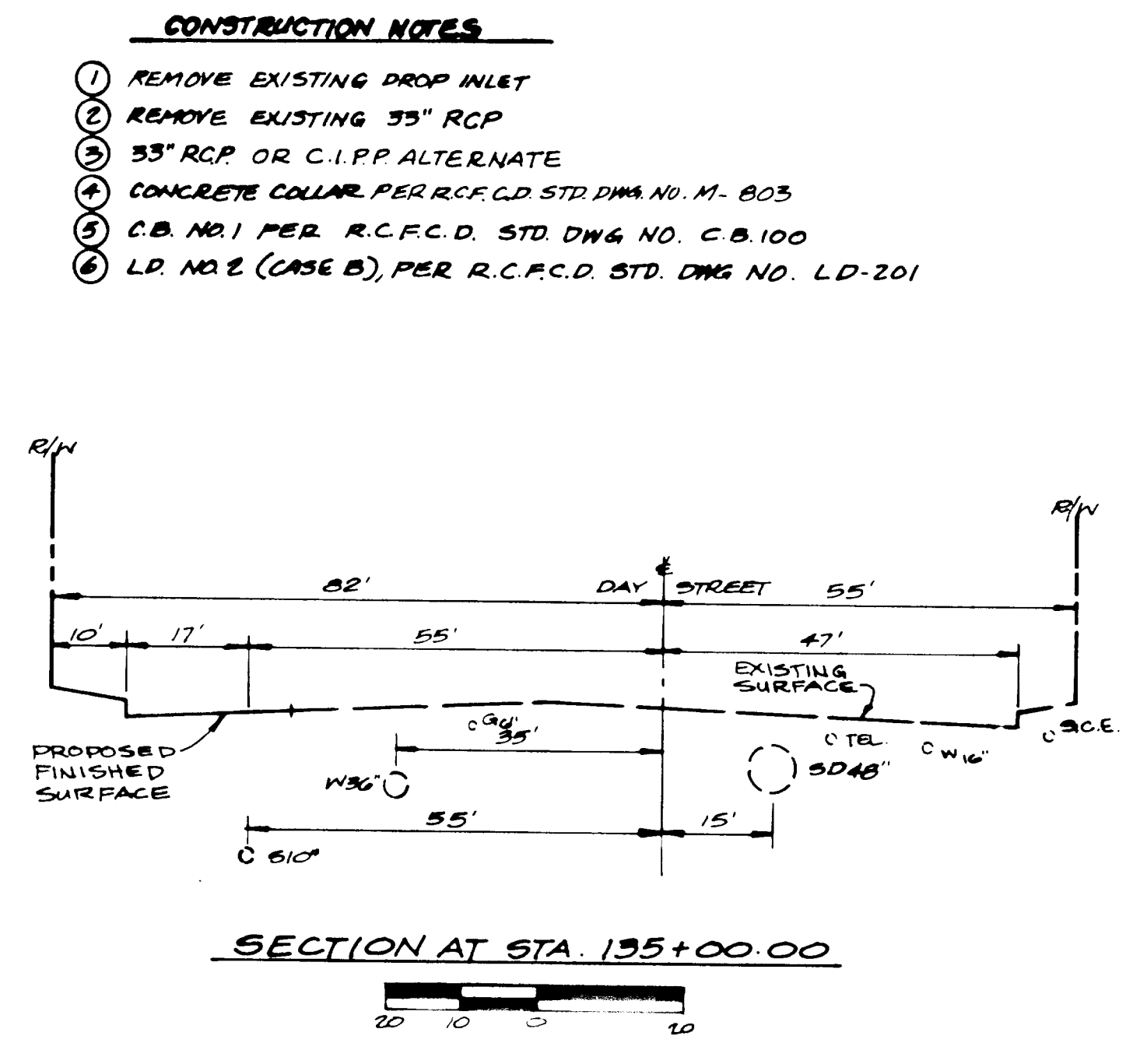
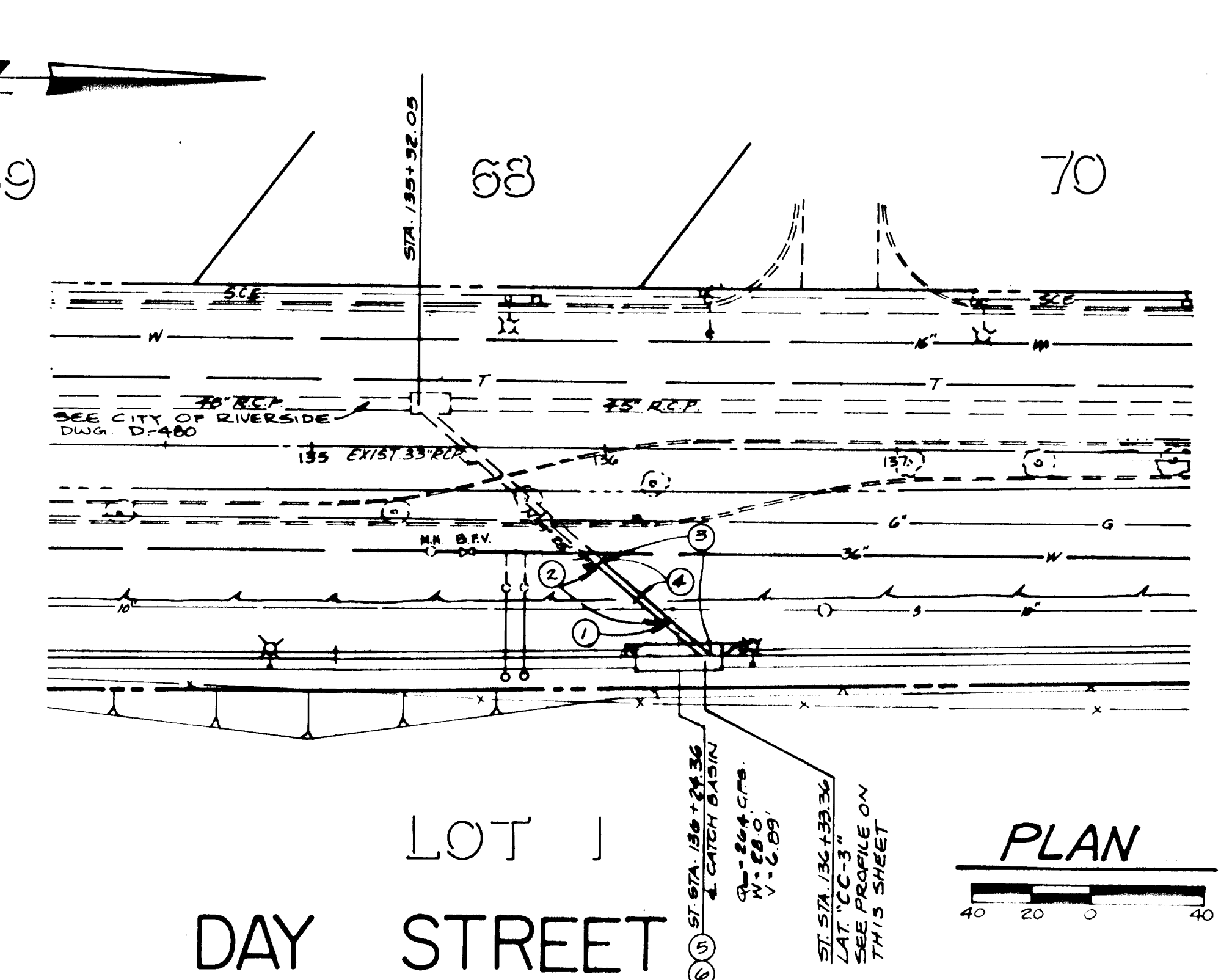
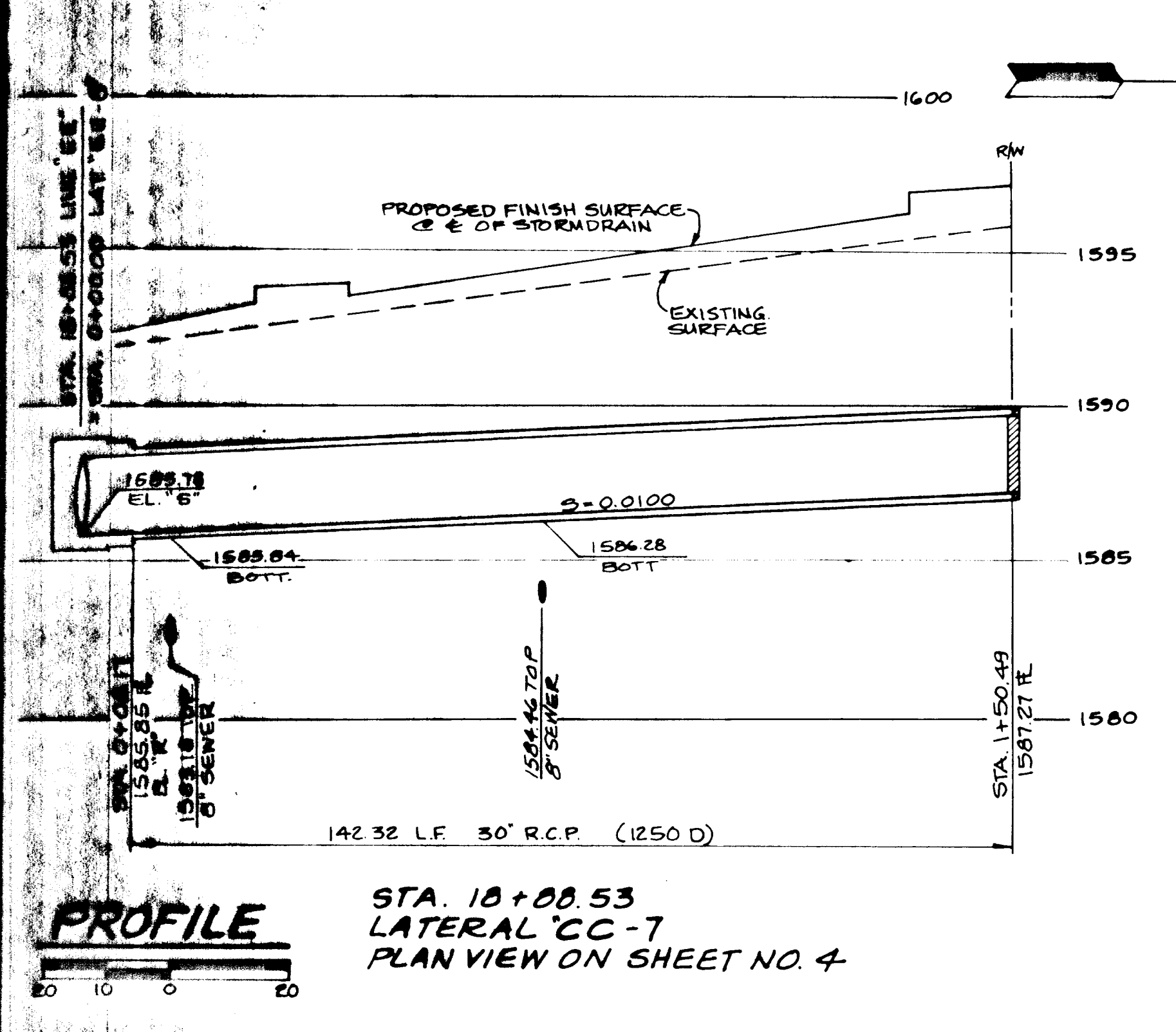
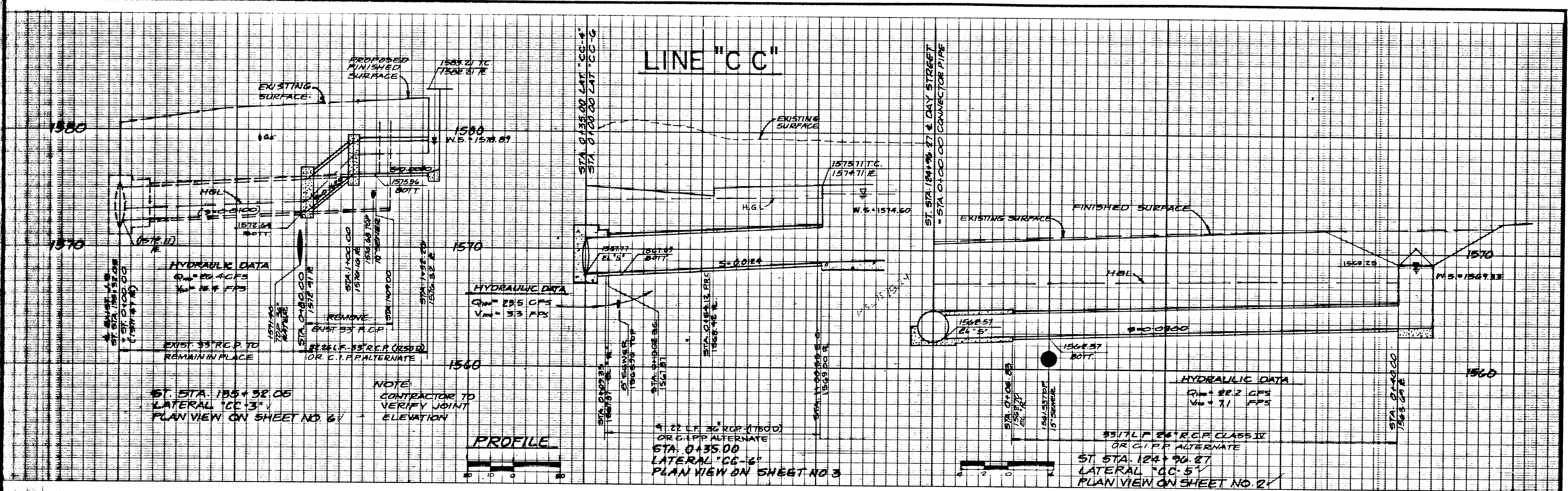
CONSTRUCTION NOTES

- 1 36" R.C.P. OR C.I.P.P. ALTERNATE
- 2 CONCRETE COLLAR PER R.C.F.C.D. STD. DWG. NO. M-805
- 3 MANHOLE NO. 2 PER R.C.F.C.D. STD. DWG. NO. MH-252
- 4 REMOVE EXISTING HEADWALL
- 5 REMOVE EXISTING RIP-RAP



STA. 0+53.29
LATERAL "CC-8", PLAN VIEW ON SHEET 3

DESIGNED BY: A.L.L.	<p>CM ENGINEERING ASSOCIATES 1415 P.O. Box 6997 Phone (714) 944-0814 or (714) 944-0892 380 East Alhambra Drive, San Bernardino, California</p>		BENCH MARK	REVISIONS	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECOMMENDED FOR APPROVAL BY: [Signature] APPROVED BY: [Signature] PLANNING ENGINEER: [Signature] DATE: 3/31/93 CHIEF ENGINEER: [Signature] DATE: 4/14/94	CITY OF MORENO VALLEY APPROVED BY: JOHN K. FEENSTRA DEPUTY CITY ENGINEER REGISTERED CIVIL ENGINEER NO. 13870 (EXP. 3/31/93)	PROJECT NO.			
DRAWN BY: A.C.			SEE SHEET NO. 1.	REVISED SD ELEV'S ADDED LATERAL CC-8 PROFILE			CITY OF MORENO VALLEY WEST END M. D. P. LINE "C C" STA. 32+47.46 TO STA. 36+88.25 TRACT 22049	DRAWING NO.		
DATE DRAWN: MAY 1991										SHEET NO.
CHECKED BY: A.L.S.										5 OF 6



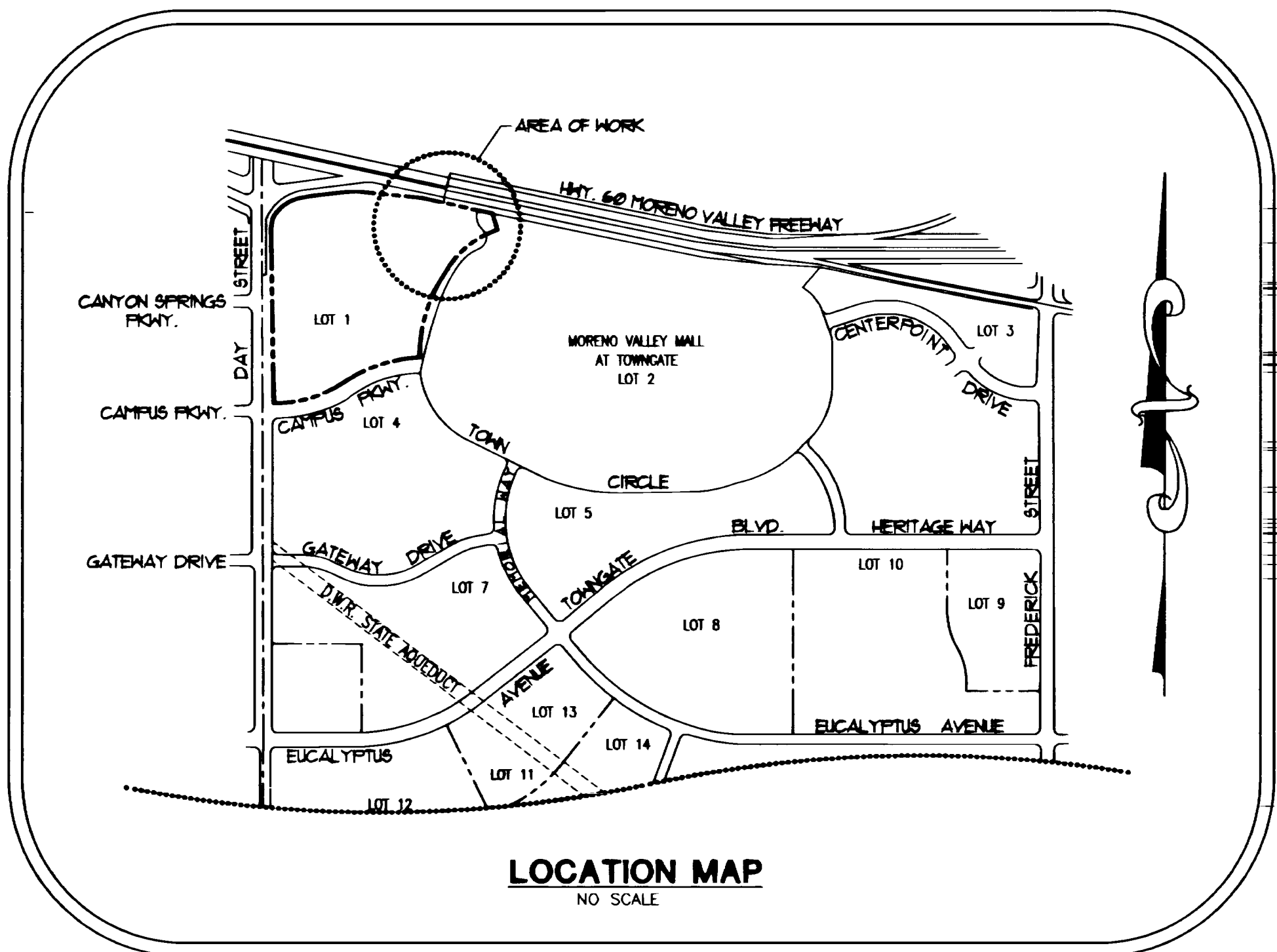
- CONSTRUCTION NOTES**
- 1 REMOVE EXISTING DROP INLET
 - 2 REMOVE EXISTING 33" RCP
 - 3 33" RCP OR C.I.P.P. ALTERNATE
 - 4 CONCRETE COLLAR PER R.C.F.C.D. STD. DNG. NO. M-803
 - 5 C.B. NO. 1 PER R.C.F.C.D. STD. DNG. NO. C.B.100
 - 6 L.D. NO. 2 (CASE B), PER R.C.F.C.D. STD. DNG. NO. LD-201

DESIGNED BY: ARL	 CM ENGINEERING ASSOCIATES 1841 P.O. Box 0287 - 0287 Phone (714) 944-2004 or (714) 944-2002 220 East Airport Drive, San Bernardino, California	BENCH MARK SEE SHEET NO. 1.	REVISIONS	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	CITY OF MORENO VALLEY	CITY OF MORENO VALLEY WEST END M. D. P.	PROJECT NO.
DRAWN BY: BC		 APPROVED UNDER THE SUPERVISION OF Arthur L. Rivera ARTHUR L. RIVERA RCE B5361 EXP 3-30-95 DATE 11/11	SEE SHEET NO. 1.	REF. DESCRIPTION APPR. DATE	RECOMMENDED FOR APPROVAL BY: APPROVED BY:	APPROVED BY: JOHN K. FEENSTRA DEPUTY CITY ENGINEER REGISTERED CIVIL ENGINEER NO. 13870 (EX. 1/1/93) DATE: 11-11-93	CONNECTOR PIPE PROFILES TRACT 22049
DATE DRAWN: JULY 1997				PLANNING ENGINEER	CHIEF ENGINEER		SHEET NO.
CHECKED BY: AAR				DATE:	DATE:		6 OF 6

LOWES STORM DRAIN RELOCATION PLAN

LINE CC RELOCATED AROUND LOWE'S DEVELOPMENT - SHOWN FOR REFERENCE ONLY

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-



GENERAL NOTES

1. ALL WORK CALLED FOR ON THE PLANS SHALL BE IN COMPLIANCE WITH CURRENT CITY STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED ON THE PLANS OR IN THE CITY SPECIAL PROVISIONS FOR THE SUBJECT PROJECT.
2. THE CONTRACTOR BEFORE UNDERTAKING ANY GRADING OR CONSTRUCTION WORK OF ANY TYPE WITHIN THE PUBLIC RIGHT OF WAY, MUST FIRST OBTAIN A CONSTRUCTION PERMIT FROM THE LAND DEVELOPMENT PROCESSING CENTER.
3. A TEMPORARY STREET CLOSURE PERMIT IS REQUIRED IN ALL CASES WHERE WORK WILL INTERFERE WITH EITHER VEHICULAR OR PEDESTRIAN TRAFFIC.
4. INSPECTION BY THE CITY OF THE WORK CALLED FOR ON THE PLANS SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR AND/OR THE DEVELOPER OF THEIR OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.
5. ALL ALTERATIONS OR VARIANCES FROM THE PLANS, EXCEPT MINOR ADJUSTMENTS IN THE FIELD TO MEET EXISTING CONDITIONS, SHALL BE REQUESTED IN WRITING AND MAY NOT BE INSTITUTED UNTIL APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVES.
6. ALL ELEVATIONS SHOWN ON THE PLAN ARE ESTABLISHED BY LOCAL BENCH MARK. SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE.
7. QUANTITIES, AS SHOWN ON THE PLANS, ARE ESTIMATED, AND THE CONTRACTOR IS ADVISED THAT ALL FINAL QUANTITIES OF MATERIAL AND WORK IN PLACE MAY BE SOMEWHAT GREATER OR LESS THAN THOSE INDICATED ON THE PLANS.
8. IRRIGATION LINES WITHIN ANY CITY STREET SHALL HAVE A THIRTY INCH MINIMUM COVER FROM FINISH SURFACE, UNLESS SAID IRRIGATION LINE IS ENCASED IN CONCRETE OR BEDDED IN A SPECIAL CONCRETE CRADLE.
9. THE CONTRACTOR SHALL OPERATE IN A MANNER COMPLIANT WITH ALL APPLICABLE SECTIONS OF THE MUNICIPAL CODE AND COMPLIANT WITH ALL APPLICABLE CITY COUNCIL RESOLUTIONS.
10. THE LOCATION OF UNDERGROUND UTILITY OR IRRIGATION LINES, AS SHOWN ON THE PLANS, IS APPROXIMATE, AND SINCE THE ACTUAL LOCATION MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO CONTACT THE INTERESTED UTILITY OR WATER COMPANY BEFORE EXCAVATING IN THE VICINITY OF ANY SUCH LINES.
11. PARKWAY TREES, INSTALLED BY THE DEVELOPER, SHALL BE PLANTED AND MAINTAINED IN COMPLIANCE WITH THE APPROPRIATE CITY STANDARD.
12. ALL STREET NAME AND TRAFFIC REGULATORY SIGNS INDICATED ON THE PLANS WILL BE INSTALLED BY THE DEVELOPER IN ACCORDANCE WITH THE APPROPRIATE CITY STANDARDS.
13. ALL STREET LIGHTS INDICATED ON THE PLANS SHALL BE INSTALLED BY THE LOCAL ELECTRIC UTILITY COMPANY. THE DEVELOPER SHALL WORK DIRECTLY WITH THE COMPANY WHEN THE LIGHTS ARE TO BE SERVED FROM AN UNDERGROUND SYSTEM.
14. AN APPROVED WEED KILLER SHALL BE APPLIED TO THE PREPARED BASE PRIOR TO ASPHALT PAVING IN ALL AREAS WHERE THERE IS ANY EVIDENCE OF HUMUS OR ORGANIC MATERIAL PRESENT IN THE BASE (EITHER NATIVE OR IMPORTED) MATERIAL. ALL WEED KILLERS SHALL BE APPLIED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
15. PROVISIONS SHALL BE MADE BY THE CONTRACTOR FOR CONTRIBUTORY DRAINAGE AT ALL TIMES.

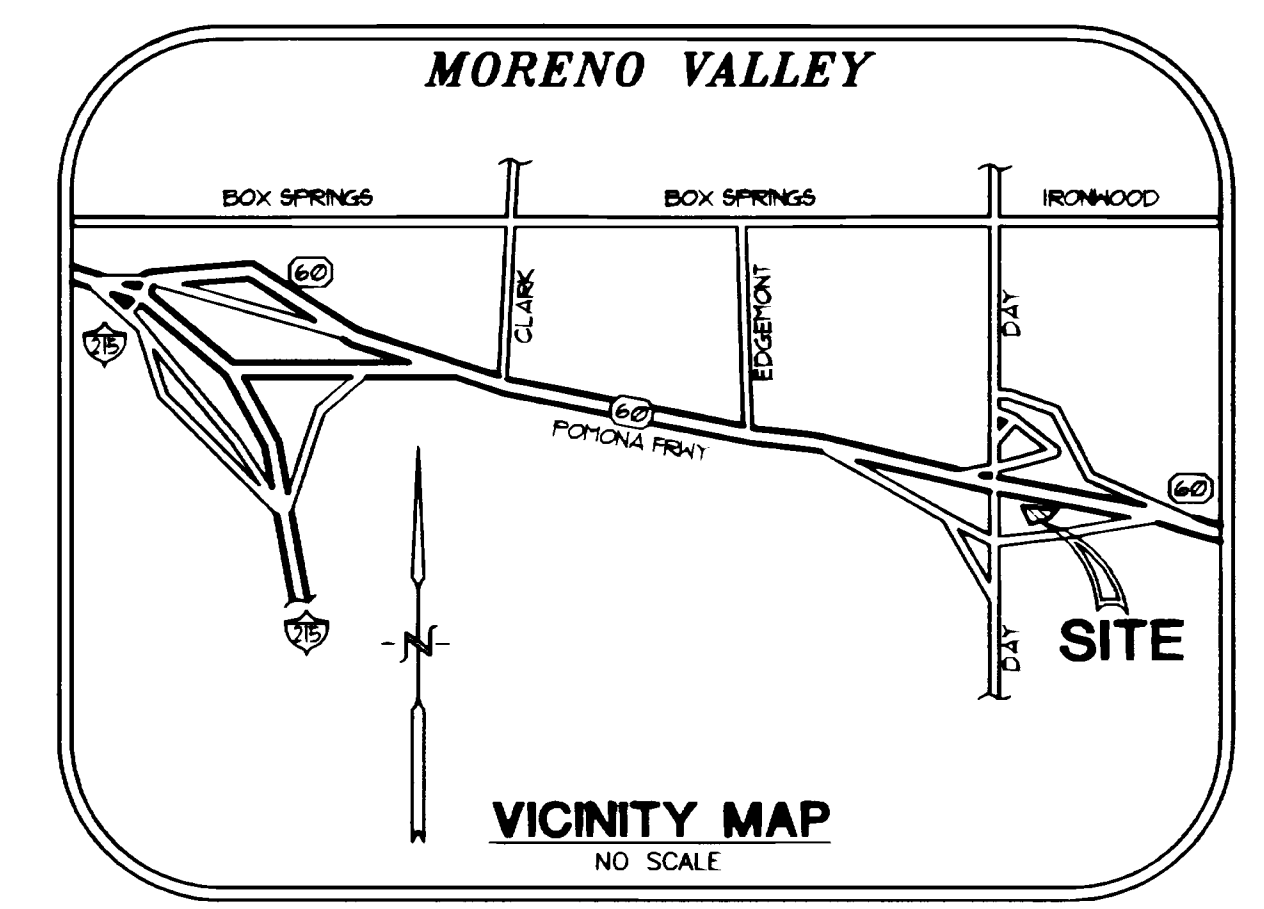
SPECIAL NOTES

NOTICE: THE CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING A MINIMUM OF TWO WEEKS BEFORE BEGINNING CONSTRUCTION, AND SHALL NOT BEGIN CONSTRUCTION BEFORE OBTAINING AUTHORIZATION TO PROCEED.

THE CONCRETE COVER ON THE INSIDE OF ALL REINFORCED CONCRETE PIPE MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE FC=5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND PER SECOND AND FC=6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.

PRIOR TO COMMENCING ANY PROJECT A REGIONAL WATER QUALITY CONTROL BOARD SHEET MUST BE APPROVED AND THE BOARD PERMIT NO. (WQID NO.) MUST BE PROVIDED TO THE CITY OF MORENO VALLEY.

PRIOR TO ISSUANCE OF A PERMIT FOR CONSTRUCTION THE CONTRACTOR MUST ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CITY INSPECTOR BY CALLING: (909) 413-3110



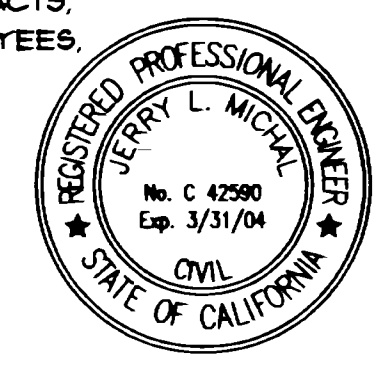
STORM DRAIN GENERAL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S MEMORANDUM OF UNDERSTANDING STANDARD SPECIFICATIONS DATED SEPTEMBER 1984, AND DESIGN MANUAL STANDARD DRAWINGS DATED MAY 1971.
2. AN ENCROACHMENT PERMIT IS REQUIRED FROM THE CITY OF MORENO VALLEY. CONTACT CITY DESK AT (909) 413-3120. AFTER THE PERMIT IS ISSUED THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF MORENO VALLEY PUBLIC WORKS INSPECTOR. CONTACT THE PUBLIC WORKS INSPECTORS AT (909) 413-3110 TWO WEEKS PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT (800) 422-4133.
7. ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON U.S.C. & G.S. DATUM.
8. ALL CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
9. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
10. OPENING RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
11. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 223) UNLESS OTHERWISE NOTED.
12. BEDDING PIPE WITH LESS THAN TWO FEET OF COVER SHALL CONFORM TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STANDARD DRAWINGS 2-D13.3 AND 2-D11 FOR CONCRETE BACKFILL IN TRENCHES. ALL OTHER PIPE SHALL CONFORM TO RCF & WCD STD. DWS. 1815.
13. BH-1 INDICATES SOIL BORING LOCATIONS BASED ON THE SOILS REPORT DATED 15 AUG 2001. LOCATIONS SHOWN ARE APPROXIMATE.
14. "V" IS THE DEPTH OF INLET OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
15. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
16. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.

DECLARATION OF ENGINEER OF RECORD

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF MORENO VALLEY IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH CITY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS ENGINEER OF RECORD, I AGREE TO INDEMNIFY AND HOLD THE CITY OF MORENO VALLEY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENCE, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, ANY EMPLOYEES, AGENTS OR CONSULTANTS.

Jerry L. Michal 42590 4-5-2002
 JERRY L. MICHAL LICENSE NUMBER DATE

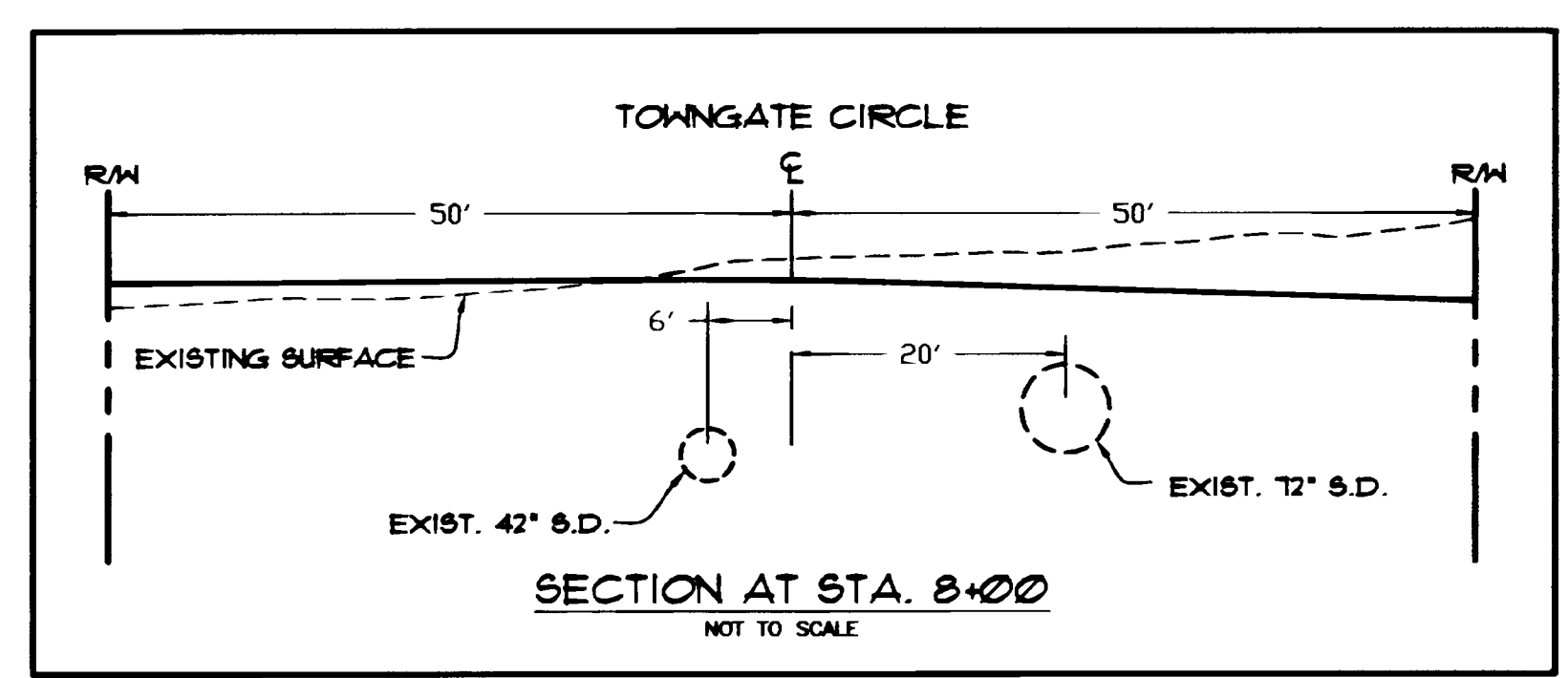


R.C.F.C.D. STANDARD DRAWINGS

- CB 100 CATCH BASIN NO. 1
- CB 107 INLET TYPE IX MODIFIED PER DETAIL ON SHEET B
- JS 221 JUNCTION STRUCTURE NO. 2
- LD 201 LOCAL DEPRESSION NO. 2 (CASE B)
- LD 201 LOCAL DEPRESSION NO. 2 (CASE C)
- MH 252 MANHOLE NO. 2
- MH 254 MANHOLE NO. 4
- TS 303 TRANSITION STRUCTURE NO. 3
- M 803 CONCRETE COLLAR
- M 804 TIMBER BULKHEAD

INDEX

- 1 OF 4 TITLE SHEET
- 2 OF 4 STORM DRAIN RELOCATION PLAN & PROFILE
- 3 OF 4 STORM DRAIN RELOCATION PLAN & PROFILE
- 4 OF 4 STORM DRAIN DEMO & RELOCATION PLAN



California Council of Civil Engineers & Land Surveyors
 Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that the requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

UNAUTHORIZED CHANGES & USES
 CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

Underground Service Alert
 Call: TOLL FREE 1-800-422-4133
 TWO WORKING DAYS BEFORE YOU DIG

DESIGNED BY:	DFS
DRAWN BY:	JSB
DATE DRAWN:	4/5/02
CHECKED BY:	J.L.M.

ANTHONY-TAYLOR CONSULTANTS
 San Diego County
 304 Enterprise St.
 Escondido, CA 92029
 (760) 738-8800
 Fax (760) 738-8232

PREPARED BY: *Jerry L. Michal*
 JERRY L. MICHAL EXP. 3/31/04

R.C.E. NO. C 42590
 DATE 4-5-2002

QUALITY ASSURANCE	C.M.E.A.
REVIEWED BY:	DATE
AUTHORIZED FOR RELEASE	DATE

BENCH MARK:
 LOCATION:
 BETWEEN ALESSANDRO BOULEVARD AND SHERMAN AVENUE ON DAY STREET, 180' SOUTH OF SHERMAN AVENUE, 49' EAST OF DAY STREET, 28' NORTHWEST OF POWER POLE NO. 75208, CIVIL 7' NORTHWEST OF THE SOUTHWEST CORNER OF A 6' CHAIN LINK FENCE, 1' NORTH OF A MARKER POST, A BRASS DISK STAMPED M-62-09 IN THE TOP OF A CONCRETE POST.
 ELEVATION: 1551.102

REVISIONS		
REF.	DESCRIPTION	APP'D DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RECOMMENDED FOR APPROVAL BY: _____ APPROVED BY: _____

PLANNING ENGINEER: _____ CHIEF ENGINEER: _____

DATE: _____ DATE: _____

City of Moreno Valley

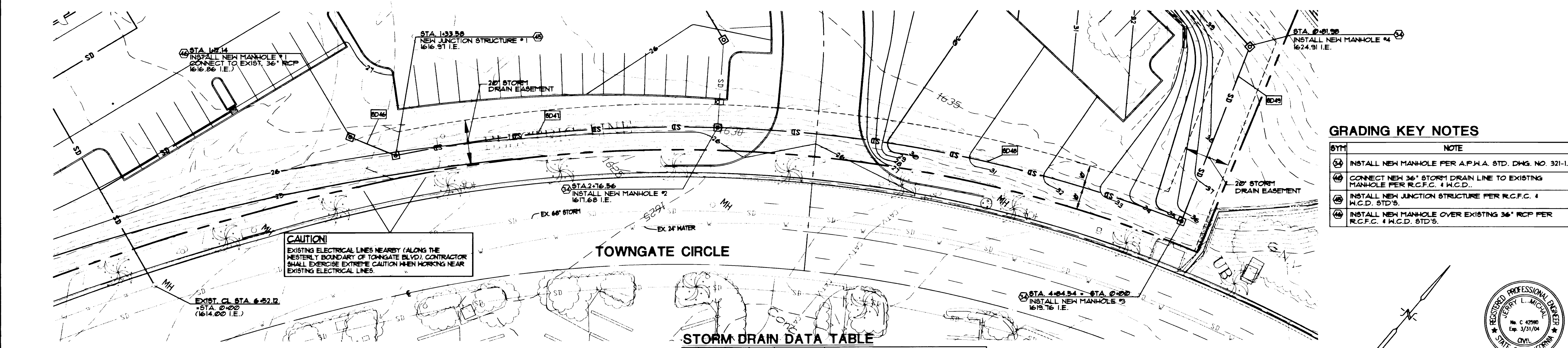
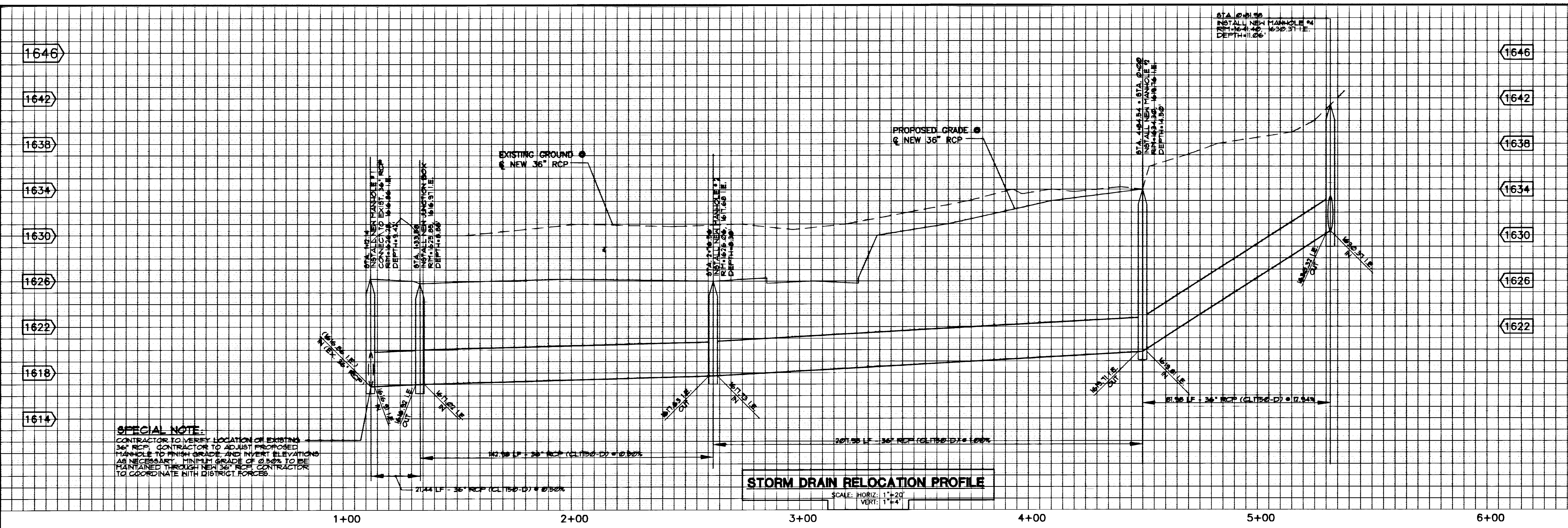
APPROVED BY: IRENE D. PULLIAM
 R.C.E. 20517 EXP. 9/30/05
 CITY ENGINEER DATE: 4/11/02

CITY OF MORENO VALLEY
 LOWES STORM DRAIN RELOCATION PLAN

TITLE SHEET
 TRACT 22049

PROJECT NO.	00-1787
DRAWING NO.	1787-ST-COVER.DWG
SHEET NO.	1 OF 4

Attachment: Appendix E - Preliminary Drainage Study (4106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)



GRADING KEY NOTES

SYM	NOTE
Ⓜ	INSTALL NEW MANHOLE PER A.P.W.A. STD. D.M.G. NO. 321-1.
Ⓜ	CONNECT NEW 36" STORM DRAIN LINE TO EXISTING MANHOLE PER R.C.F.C. & W.C.D.
Ⓜ	INSTALL NEW JUNCTION STRUCTURE PER R.C.F.C. & W.C.D. STD'S.
Ⓜ	INSTALL NEW MANHOLE OVER EXISTING 36" RCP PER R.C.F.C. & W.C.D. STD'S.

California Council of Civil Engineers & Land Surveyors
Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property that the requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

UNAUTHORIZED CHANGES & USES
CAUTION: The engineer preparing these plans shall be responsible for, or liable for, unauthorized changes to or use of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

Underground Service Alert
Call: TOLL FREE
1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

DESIGNED BY: D.S.
DRAWN BY: D.S.
DATE DRAWN: 4/5/02
CHECKED BY: J.L.M.

ANTHONY-TAYLOR CONSULTANTS
San Diego County
304 Enterprise St.
Escondido, CA 92029
(760) 738-8800
Fax (760) 738-8232

PREPARED BY: *Jerry L. Michal*
JERRY L. MICHAL
EXP. 3/31/04

R.C.E. NO. C 42590
DATE 4-5-2002

C.M.E.A. QUALITY ASSURANCE
REVIEWED BY: DATE
AUTHORIZED FOR RELEASE: DATE

BENCH MARK LOCATION:
BETWEEN ALESSANDRO BOULEVARD AND SHERMAN AVENUE ON DAY STREET, 180' SOUTH OF SHERMAN AVENUE, 49' EAST OF DAY STREET, 28' NORTHWEST OF POWER POLE NO. 75208, C.W.T. 2' NORTHWEST OF THE SOUTHWEST CORNER OF A 6' CHAIN LINK FENCE, 1' NORTH OF A MARKER POST, A BRASS DISK STAMPED M-62-89 IN THE TOP OF A CONCRETE POST.
ELEVATION: 1551.102

REVISIONS

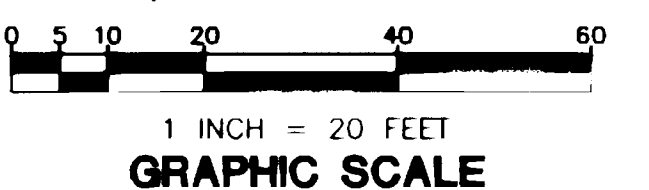
REF.	DESCRIPTION	APP'D	DATE

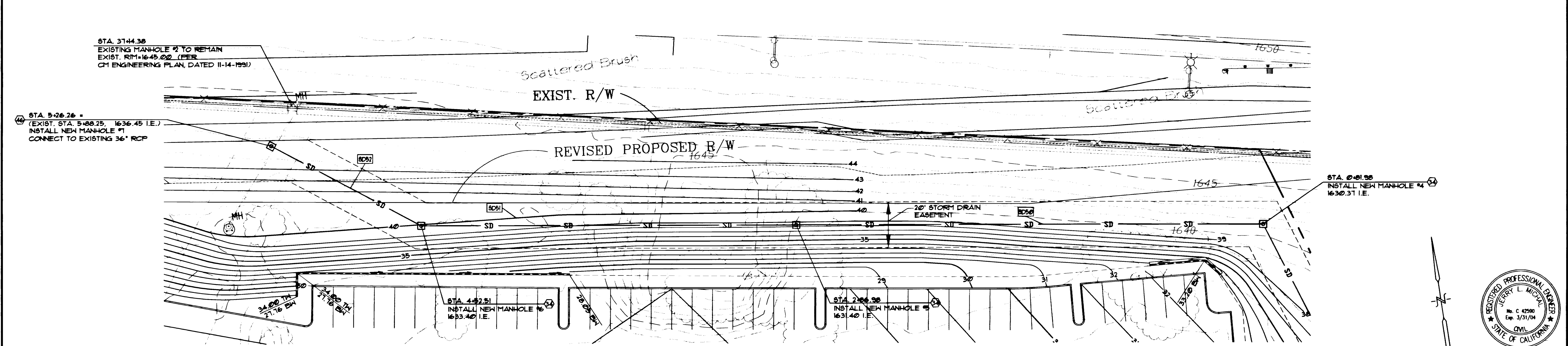
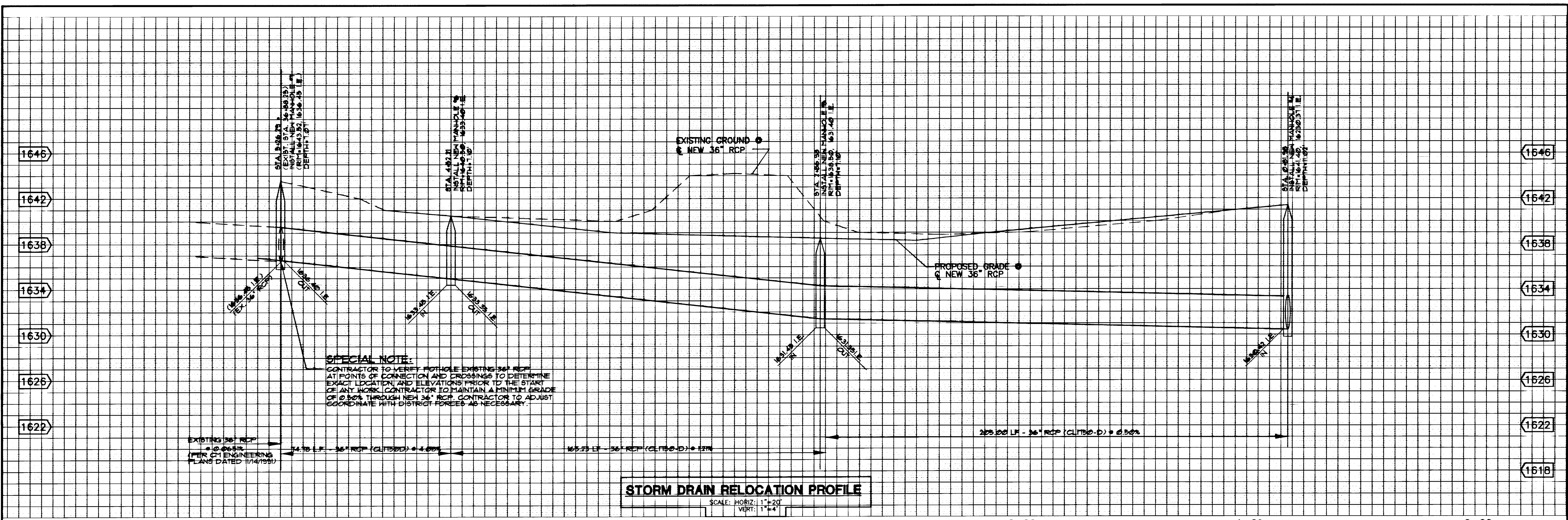
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
RECOMMENDED FOR APPROVAL BY: APPROVED BY:
PLANNING ENGINEER: *Trent D. Pulliam*
CHIEF ENGINEER: *Trent D. Pulliam*

City of Moreno Valley
APPROVED BY: TRENT D. PULLIAM
R.C.E. 20517
CITY ENGINEER
EXP. 9/30/05
DATE: 4/1/02

CITY OF MORENO VALLEY
LOWES STORM DRAIN RELOCATION PLAN
PLAN AND PROFILE SHEET
TRACT 22049

PROJECT NO. 00-1787
DRAWING NO. 1787-SIM-2.DWG
SHEET NO. 2 OF 4





California Council of Civil Engineers & Land Surveyors
 Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, accepting liability arising from the sole negligence of design professional.

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ANTHONY-TAYLOR CONSULTANTS
 San Diego County
 304 Enterprise St.
 Escondido, CA 92029
 (760) 738-8800
 Fax (760) 738-8232

DESIGNED BY: DFS
 DRAWN BY: DFS
 DATE DRAWN: 4/5/02
 CHECKED BY: J.L.M.

PREPARED BY: *Jerry L. Michal*
 JERRY L. MICHAL
 EXP. 3/31/04

R.C.E. NO. C 42590
 DATE 7-5-2002

C.M.E.A. QUALITY ASSURANCE

REVIEWED BY: _____ DATE: _____
 AUTHORIZED FOR RELEASE: _____ DATE: _____

BENCH MARK:
 LOCATION: BETWEEN ALESSANDRO BOULEVARD AND SHERMAN AVENUE ON DAY STREET, 180' SOUTH OF SHERMAN AVENUE, 49' EAST OF DAY STREET, 28' NORTHEAST OF POWER POLE NO. 75208, C.M.T. 2' NORTHWEST OF THE SOUTHWEST CORNER OF A 6' CHAIN LINK FENCE, 1' NORTH OF A MARKER POST, A BRASS DISK STAMPED M-62-69 IN THE TOP OF A CONCRETE POST.
 ELEVATION: 1551.102

REVISIONS

REF.	DESCRIPTION	APP'D	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RECOMMENDED FOR APPROVAL BY: _____ APPROVED BY: _____

PLANNING ENGINEER: _____ CHIEF ENGINEER: _____

DATE: _____ DATE: _____

City of Moreno Valley

APPROVED BY: TRENT D. PULLIAM
Trent D. Pulliam
 R.C.E. 20517
 CITY ENGINEER

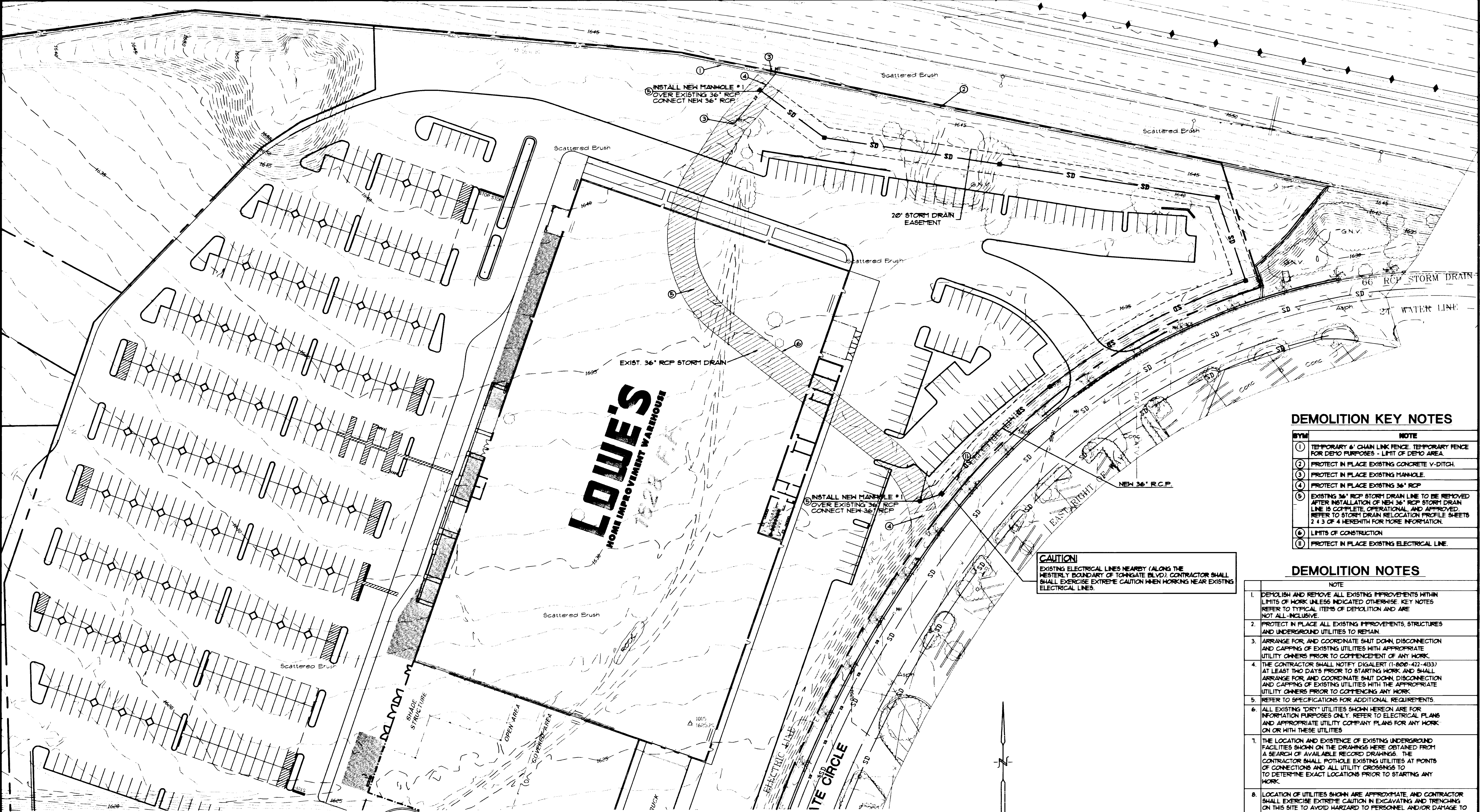
EXP. 9/30/05
 DATE: *4/10/02*

CITY OF MORENO VALLEY
 LOWES STORM DRAIN RELOCATION PLAN

PLAN AND PROFILE SHEET
 TRACT 22049

PROJECT NO. 00-1787
 DRAWING NO. 1787-SIM-3.DWG
 SHEET NO. 3 OF 4





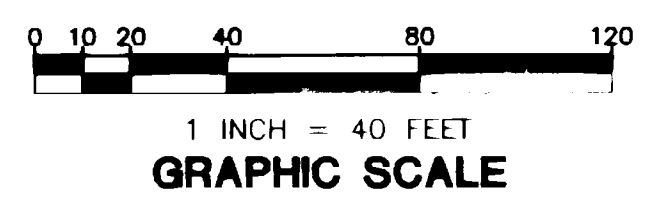
DEMOLITION KEY NOTES

SYM	NOTE
①	TEMPORARY 6' CHAIN LINK FENCE. TEMPORARY FENCE FOR DEMO PURPOSES - LIMIT OF DEMO AREA.
②	PROTECT IN PLACE EXISTING CONCRETE V-DITCH.
③	PROTECT IN PLACE EXISTING MANHOLE.
④	PROTECT IN PLACE EXISTING 36" RCP.
⑤	EXISTING 36" RCP STORM DRAIN LINE TO BE REMOVED AFTER INSTALLATION OF NEW 36" RCP STORM DRAIN LINE IS COMPLETE, OPERATIONAL, AND APPROVED. REFER TO STORM DRAIN RELOCATION PROFILE SHEETS 2 & 3 OF 4 HEREWITH FOR MORE INFORMATION.
⑥	LIMITS OF CONSTRUCTION
⑦	PROTECT IN PLACE EXISTING ELECTRICAL LINE.

DEMOLITION NOTES

- NOTE
- DEMOLISH AND REMOVE ALL EXISTING IMPROVEMENTS WITHIN LIMITS OF WORK UNLESS OTHERWISE INDICATED. KEY NOTES REFER TO TYPICAL ITEMS OF DEMOLITION AND ARE NOT ALL-INCLUSIVE.
 - PROTECT IN PLACE ALL EXISTING IMPROVEMENTS, STRUCTURES AND UNDERGROUND UTILITIES TO REMAIN.
 - ARRANGE FOR AND COORDINATE SHUT DOWN, DISCONNECTION AND CAPPING OF EXISTING UTILITIES WITH APPROPRIATE UTILITY OWNERS PRIOR TO COMMENCEMENT OF ANY WORK.
 - THE CONTRACTOR SHALL NOTIFY DIGALERT (1-800-422-4133) AT LEAST TWO DAYS PRIOR TO STARTING WORK AND SHALL ARRANGE FOR AND COORDINATE SHUT DOWN, DISCONNECTION AND CAPPING OF EXISTING UTILITIES WITH THE APPROPRIATE UTILITY OWNERS PRIOR TO COMMENCING ANY WORK.
 - REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - ALL EXISTING "DRY" UTILITIES SHOWN HEREON ARE FOR INFORMATION PURPOSES ONLY. REFER TO ELECTRICAL PLANS AND APPROPRIATE UTILITY COMPANY PLANS FOR ANY WORK ON OR WITH THESE UTILITIES.
 - THE LOCATION AND EXISTENCE OF EXISTING UNDERGROUND FACILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SEARCH OF AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL POHOLE EXISTING UTILITIES AT POINTS OF CONNECTIONS AND ALL UTILITY CROSSINGS TO DETERMINE EXACT LOCATIONS PRIOR TO STARTING ANY WORK.
 - LOCATION OF UTILITIES SHOWN ARE APPROXIMATE, AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID HAZARD TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES, WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE THE NECESSARY ELEMENTS FOR CONSTRUCTION SAFETY.

CAUTION!
EXISTING ELECTRICAL LINES NEARBY (ALONG THE WESTERLY BOUNDARY OF TONGATE BLVD). CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR EXISTING ELECTRICAL LINES.



California Council of Civil Engineers & Land Surveyors
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Underground Service Alert
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TWO WORKING DAYS BEFORE YOU DIG



SHADED AREA INDICATES LIMITS OF DEMOLITION AND REMOVAL. CONTRACTOR SHALL REMOVE ALL IMPROVEMENTS WITHIN THIS AREA EXCEPT AS NOTED. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

DESIGNED BY: DFS	ANTHONY-TAYLOR CONSULTANTS San Diego County 204 Enterprise St. Escondido, CA 92029 (760) 738-8800 Fax (760) 738-8232	C.M.E.A. QUALITY ASSURANCE	BENCH MARK LOCATION: BETWEEN ALESSANDRO BOULEVARD AND SHERMAN AVENUE ON DAY STREET, 180' SOUTH OF SHERMAN AVENUE, 49' EAST OF DAY STREET, 28' NORTHWEST OF POWER POLE NO. 72008, C.M.T. 2' NORTHWEST OF THE SOUTHWEST CORNER OF A 6' CHAIN LINK FENCE, 1' NORTH OF A MARKER POST, A BRASS DISK STAMPED M-82-69 IN THE TOP OF A CONCRETE POST. ELEVATION: 1551.102	REVISIONS	RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECOMMENDED FOR APPROVAL BY: _____ APPROVED BY: _____ PLANNING ENGINEER: _____ CHIEF ENGINEER: _____ DATE: _____ DATE: _____	City of Moreno Valley APPROVED BY: IRENI D. PULLIAM R.C.E. 20517 CITY ENGINEER EXP. 9/30/05 DATE: 4/11/02	CITY OF MORENO VALLEY LOWES STORM DRAIN DEMOLITION AND RELOCATION PLAN TRACT 22049	PROJECT NO. 00-1787 DRAWING NO. 1787-STM-siteplan.dwg SHEET NO. 4 of 4
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Attachment: Appendix E - Preliminary Drainage Study (4106 - PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)

CITY OF RIVERSIDE DAY STREET WIDENING PLAN (D-752)

THIS PLAN SHOWS EXISTING CATCH BASIN AND STORM DRAIN WITHIN DAY STREET

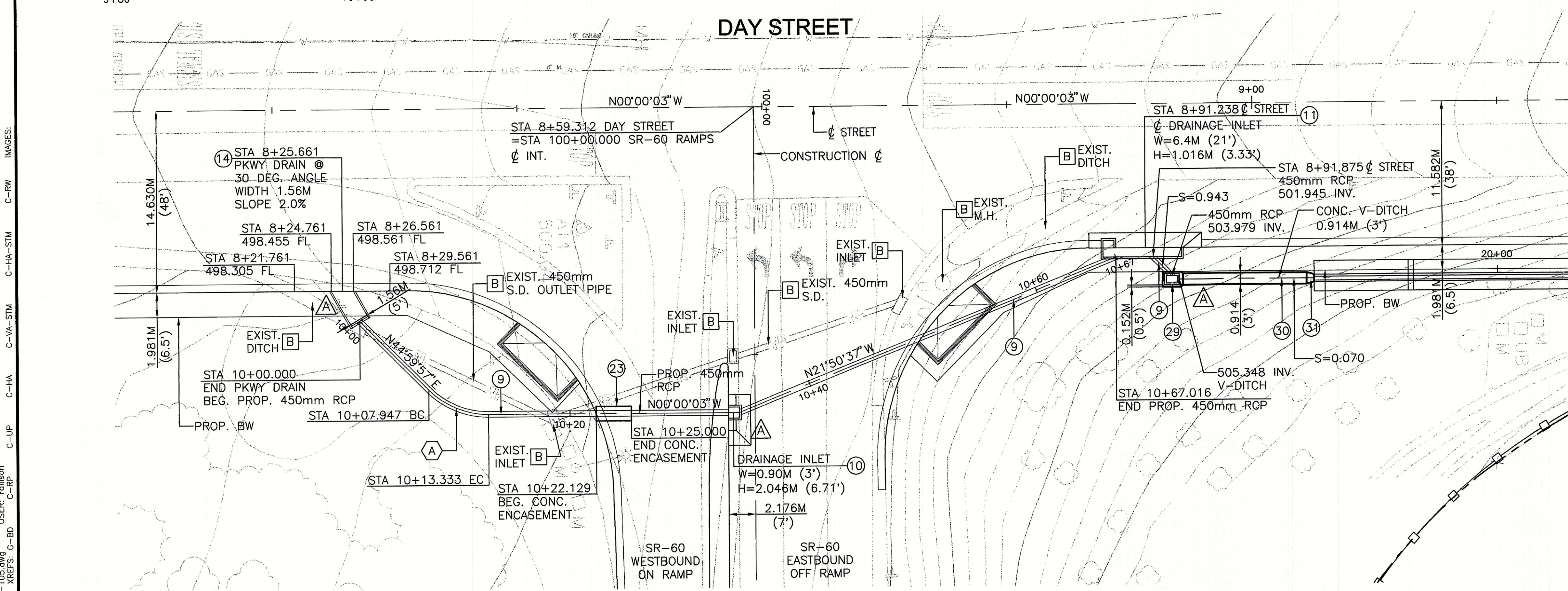
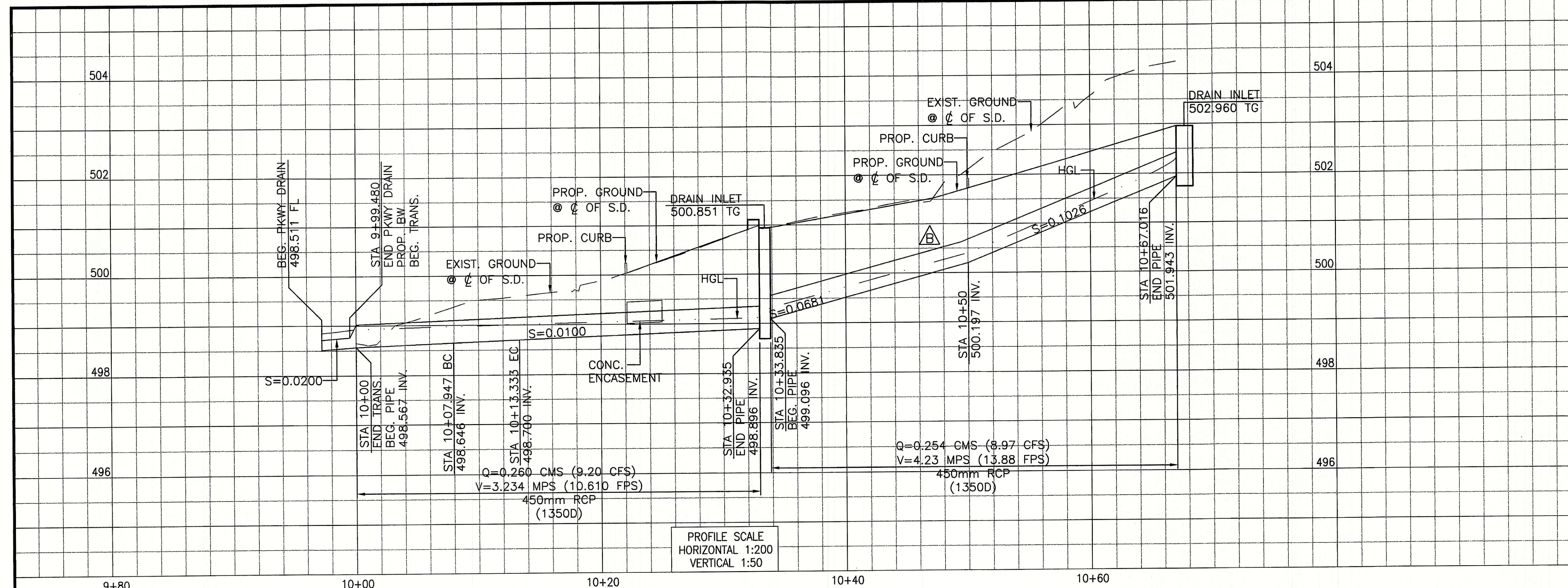
Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-

CONSTRUCTION NOTES

- ⑨ INSTALL 450mm (18") RCP, 1350D. SEE TRENCH BACKFILL DETAIL PER CITY OF RIVERSIDE STD. DRAWING NO. 453, AND PIPE BEDDING DETAIL, CASE II, PER CITY OF RIVERSIDE STD. DRAWING NO. 452.
- △ ⑩ CONSTRUCT DRAINAGE INLET, TYPE G4, PER CALTRANS STD. PLAN NO. D73.
- ⑪ CONSTRUCT MODIFIED DRAINAGE INLET, TYPE GOL, L=6.4M (21'), PER CALTRANS STD. PLAN NO. D72.
- △ ⑭ CONSTRUCT MODIFIED PARKWAY DRAIN AT 30 DEG. ANGLE, W=1.56M (5') & S=0.02, PER APWA STD. PLAN 151-1.
- ⑳ CONSTRUCT CONCRETE ENCASUREMENT FOR STORM DRAIN PIPE PER DETAIL 2 ON SHEET 4.
- △ ⑳ CONSTRUCT MODIFIED DRAINAGE INLET WITH SIDE OPENING, TYPE G1, PER CALTRANS STD. PLAN NO. D73. SEE DETAIL 4 ON SHEET 4 OF DWG. R-3794.
- △ ⑳ CONSTRUCT CONCRETE V-DITCH PER DETAIL 5 ON SHEET 4 OF DWG. R-3794.
- △ ⑳ CONSTRUCT CONCRETE DITCH TRANSITION PER DETAIL 6 ON SHEET 4 OF DWG. R-3794.

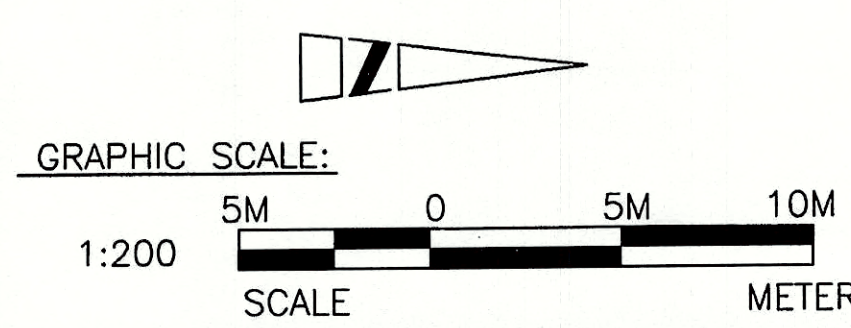
DISPOSITION NOTES

- REMOVE BY CONTRACTOR (ITEM AS NOTED).

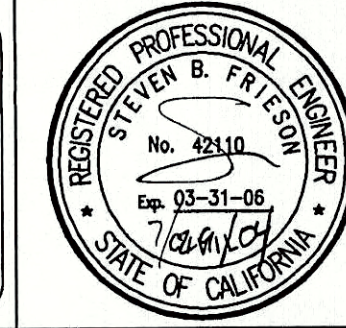


CURVE DATA				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
△ A	45°00'00"	6.858M	5.386M	2.841M

CONTRACT NO. TE-04-04
 PERMIT NO. 08-04-NMC-0679



IMPORTANT NOTICE
 Section 4216/4217 of the Government Code requires a Dig Alert identification Number to be posted before a "Hurry to Excavate" will be used. For your Dig Alert ID Number call CALL TOLL FREE TWO WORKING DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT 1-800-227-2600



BOYLE ENGINEERING CORPORATION
 1131 W. Sixth Street
 Suite 285
 Ontario, CA 91762-1117
 (909) 933-5225

REVISION TO CONSTRUCTION NOTES	⑩, ⑭, ⑲, ⑳, ㉓	7-27-04
REVISION TO STORM DRAIN PROFILE		7-27-04

CITY OF MORENO VALLEY, CALIFORNIA
 PUBLIC WORKS DEPARTMENT

APPROVED BY: [Signature] DATE: 8/12/04
 CITY TRAFFIC ENGINEER
 ASST. CITY ENGINEER: [Signature] DATE: 8/12/04
 SENIOR ENGINEER: [Signature] DATE: 8/12/04

CITY OF RIVERSIDE, CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS

APPROVED BY: [Signature] DATE: 7/20/04
 PRINCIPAL ENGINEER
 P.M. INSPECTION: [Signature] DATE: 7/20/04
 TRAFFIC DIVISION: [Signature] DATE: 7/29/04
 PUBLIC UTILITIES: [Signature] DATE: 7/29/04

DAY STREET WIDENING IMPROVEMENTS	ACCT. NO. 2390240-455023
STORM DRAIN PLAN & PROFILE DAY STREET	D-752
	SHEET 1 OF 1
	KP 22.0/18.5

* As-Built 12/15/05 IS INDEXED 9-26-06

DWG: Y:\R08\130\CAD\PlanSet\C-105.dwg USER: railston DATE: Jul 26, 2004 3:56pm XREFS: G-BD C-RP C-UP C-HA C-VA-STM C-HA-STM C-RW IMAGES:

Attachment: Appendix E - Preliminary Drainage Study (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150 Tentative Parcel Map 37)



Memorandum

To: Paul Bernard, Fritz Duda

From: Nicholas Lowe, P.E. – Albert A. Webb Associates
Associate Engineer

Date: July 22, 2019

Re: Trip Generation for Tentative Parcel Map No. 37750 (APNs #291-100-054 and -055) located at the Southeast Corner of Day Street and Ironwood Avenue in the City of Moreno Valley

Albert A. Webb Associates (Webb) has prepared this trip generation memo to identify any differences in potential trip generation resulting from proposed subdivision of 51± acres consisting of two existing parcels into four parcels in order to separate ownership interest in the land. The site is located on the southeast corner of Day Street and Ironwood Avenue (Project) in the City of Moreno Valley. The site is currently vacant.

Each of the two existing parcels have a General Plan Land Use designation of both commercial and residential/office per the adopted City of Moreno Valley General Plan Land Use Map depicted in **Figure 1-Existing Condition**. Currently, the commercial land use area totals 30.43 acres while the residential/office land use totals 19.17 acres. The zoning boundary is not aligned with parcel or land use boundaries.

The Project proposes a General Plan Amendment to the Land Use and Change of Zone to the proposed four parcels as shown in **Figure 2-Proposed Condition**. Each proposed parcel would have homogenous general plan land use and zoning designations. The proposed General Plan Amendment will result in a commercial land use area of 30.56 acres and 19.05 acres of residential/office.

Vehicle trip generation was estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. The 0.13 acre increase in commercial land use area (ITE Code 820) results in an estimated increase of 1 AM peak hour trip and 6 PM peak hour trips based on an increase of approximately 1,500 building square feet. This is assuming a 0.25 floor area ratio (FAR). The 0.12 acre loss in residential/office land use (ITE Code 220) area results in an estimated loss of 1 AM peak hour trip and 1 PM peak hour trip based on a decrease of approximately 2 residential units. This is assuming a 15 DU per acre maximum per the R15 zoning designation. The net difference in peak hour trip generation between the existing and proposed land use areas is an increase of 0 AM peak hour trips and 5 PM peak hour trips. Trip generation rates and Project trip generation are shown in **Table 1-Trip Generation Rates** and **Table 2-Trip Generation**.

The combined size of the two land uses is not proposed to be changed from the existing condition. The minimal change in land use for the Project area resulted in a negligible change in projected vehicle trip generation which is well under the City's Traffic Impact Analysis Preparation Guide threshold of 100 peak hour project trips. Thus, a trip generation comparison or traffic impact analysis is not needed for this

subdivision Project. However, a traffic impact analysis may be required by the City when a development project at this location begins the entitlement process.

Table 1 – Trip Generation Rates

Trip Generation Rates								
Land Use	Size	Unit	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center (820)	1.5*	TSF	0.94	0.58	0.36	3.81	1.83	1.98
Multifamily Housing (Low-Rise) (220)	2**	DU	0.46	0.11	0.35	0.56	0.35	0.21

Trip generation rates are obtained from ITE Trip Generation Manual 10th Edition

*0.13 acre increase = 5,662 sf increase. FAR of 0.25 results in 1,415 sf of building area.

**0.12 acre decrease = 1.8 DU decrease per R15 zoning. R15 zoning maximum density is 15 DU per acre per City zoning descriptions.

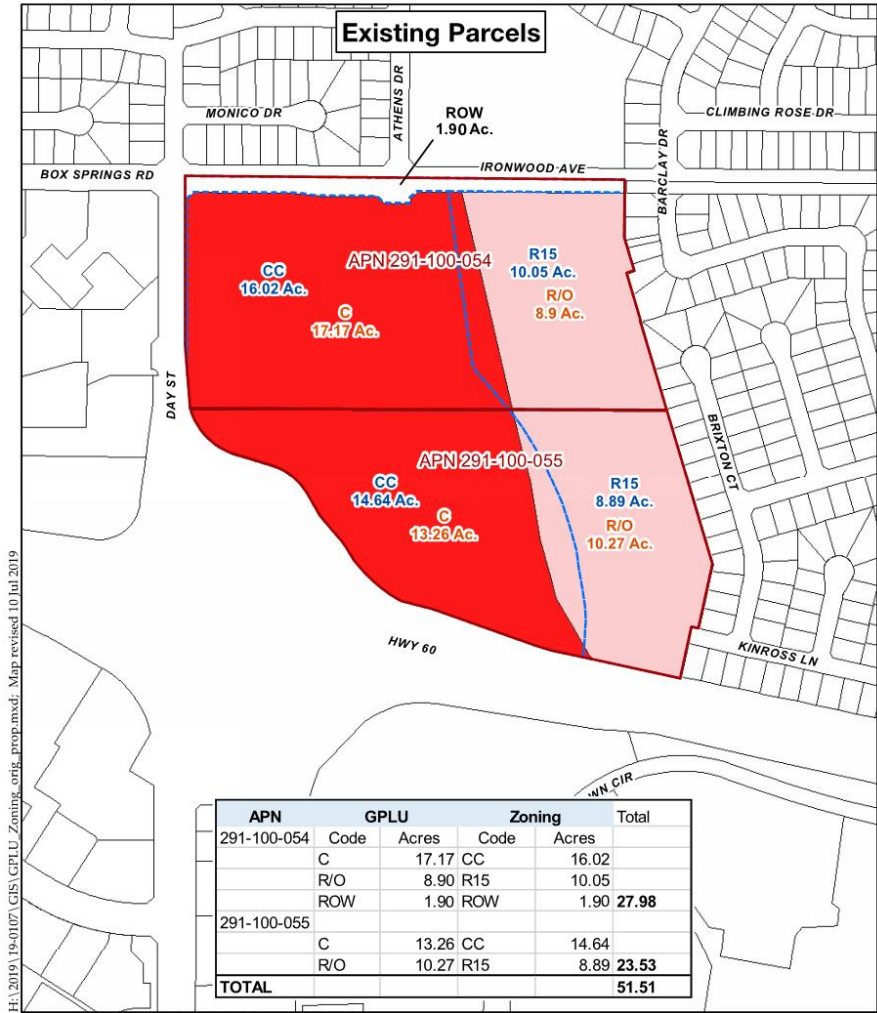
Table 2 – Trip Generation

Trip Generation								
Land Use	Size	Unit	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Shopping Center (820)	1.5*	TSF	1	0	1	6	3	3
Multifamily Housing (Low-Rise) (220)	2**	DU	(1)	0	(1)	(1)	(1)	0
NET DIFFERENCE			0	0	0	5	2	3

Trip generation obtained from ITE Trip Generation Manual 10th Edition

*0.13 acre increase = 5,662 sf increase. FAR of 0.25 results in 1,415 sf of building area.

**0.12 acre decrease = 1.8 DU decrease per R15 zoning. R15 zoning maximum density is 15 DU per acre per City zoning descriptions.



Sources: City of Moreno Valley, 2017; Riverside Co. GIS, 2019

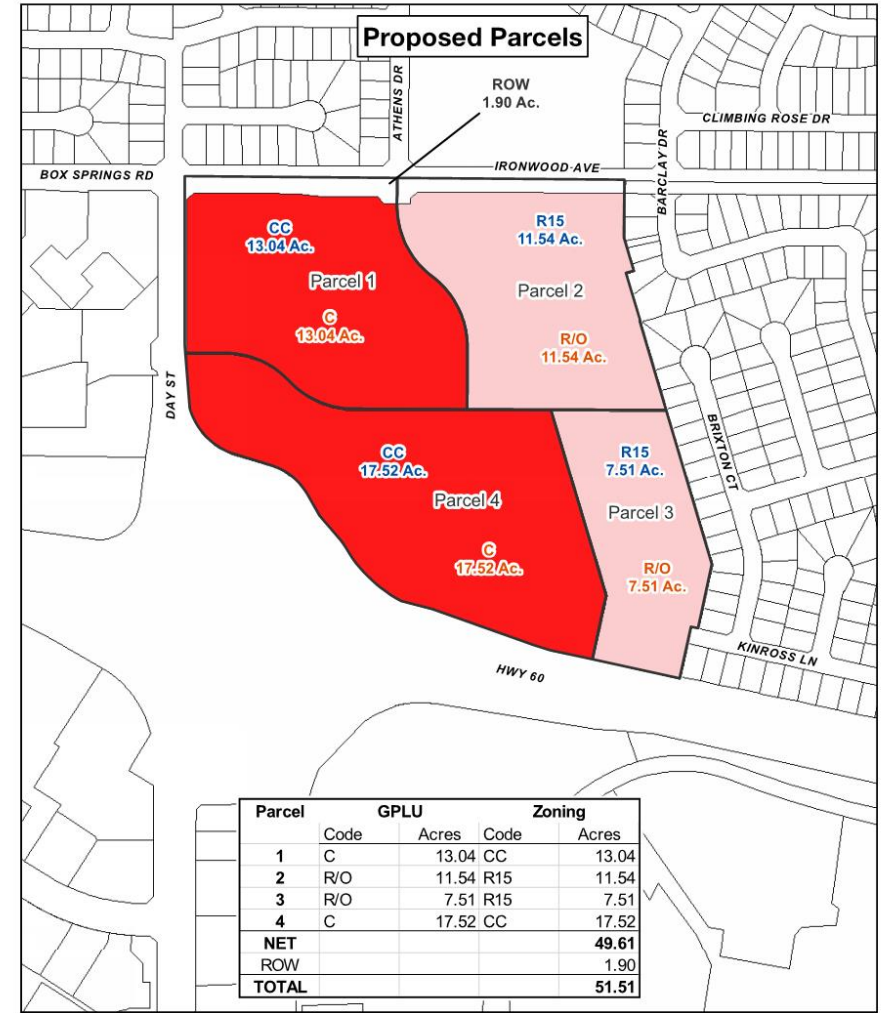
Note: Acreages based on Webb Survey



0 250 500 750 1,000 Feet

APN	Existing Parcels	R/O	Residential/Office
1	Proposed Parcels	C	Commercial
CC	Zoning		

Figure 1 – Existing Condition



General Plan Land Use and Zoning
TPM 37750



Figure 2 – Proposed Condition

Attachment: Appendix F - Trip Generation Memo (4106 : PEN19-0151 General Plan Amendment, PEN19-

Sincerely,

Nicholas R. Lowe, MS, PE
Albert A. WEBB Associates

Signature _____ Date _____
3788 McCray Street, Riverside, CA 92506
(951) 248-4289

Attachment: Appendix F - Trip Generation Memo (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of Zone, and PEN19-0150

CITY COUNCIL RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING APPLICATION NO. PEN19-0151, AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP, CHANGING THE LAND USE DESIGNATION OF 0.12 ACRES FROM RESIDENTIAL/OFFICE (R/O) LAND USE TO THE COMMERCIAL (C) LAND USE TO CORRESPOND WITH THE PARCEL BOUNDARIES PROPOSED BY TENTATIVE PARCEL MAP NO. 37750, LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (APNS: 291-100-054 AND 291-100-055)

WHEREAS, the M&F Development Company, Inc., filed Application No. PEN19-0151, requesting an amendment to the Moreno Valley General Plan, as described in the title of this resolution and the attached Exhibit A; and

WHEREAS, the application has been evaluated in accordance with established City of Moreno Valley (City) procedures, and with consideration of the General Plan and other applicable regulations; and

WHEREAS, an Initial Study has been prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study, including all supporting technical evidence, determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

WHEREAS, the Planning Commission of the City of Moreno Valley held a public hearing on June 25, 2020 to consider the subject application and all environmental documentation prepared for the project; and

WHEREAS, the public hearing notice for this project was published in the local newspaper on August 22, 2020. Public notice was sent to all property owners of record within 600 feet of the project site on August 20, 2020. The public hearing notice for this project was also posted on the project site on August 21, 2020;

WHEREAS, on September 1, 2020, the City Council held a public hearing to consider the application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council of the City of Moreno Valley as follows:

- A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced meeting, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:
 - 1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project site has two General Plan land use designations, Commercial (C) and Residential/Office (R/O) as depicted in Figure 2-2 “Land Use Map” of the Moreno Valley General Plan. The boundaries depicted on the Land Use Map are inconsistent with both the City Zoning Atlas boundaries and the existing parcel boundaries. The proposed General Plan Amendment will amend Figure 2-2 “Land Use Map” to establish boundaries that are consistent with the parcel lines proposed as part of Tentative Parcel Map No. 37750. This proposed change will result in an increase of 0.12 acres to the Commercial (C) land use designation and a reduction of 0.12 acres to the Residential/Office (R/O) land use designation.

The proposed General Plan Amendment is consistent the General Plan, and its goals, objectives, policies, and programs as it will address the existing split land use designations on Assessor Parcel Nos. 291-100-054 and 291-100-055. Addressing the split land use designation will allow for future development of the site with a combination of commercial, office, and residential uses as is intended by Ultimate Goal No. 4 “Enjoys a healthy economic climate that benefits both residents and businesses,” of the City General Plan. The proposed amendment will also provide additional commercial area within the City that is conveniently located and will provide the retail and service commercial needs of Moreno Valley residents and businesses consistent with General Plan Objective 2.4. The proposed General Plan Amendment is also consistent with General Plan goals and objectives associated with residential development including: 1) General Plan Goal 2.4 which identifies the need for a supply of housing in sufficient numbers suitable to meet the diverse needs of future residents; and 2) General Plan Objective 2.2 which states that the City will provide a wide

range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups.

Based on the evidence provided above it can be determined that the proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or general welfare.

FACT: The proposed General Plan Amendment is a legislative action and will not result in any direct physical impacts; therefore, the action itself could not be detrimental to the public health, safety or welfare.

The project site has a current General Plan land use designation of Commercial (C) and Residential/Office (R/O). The proposed General Plan Amendment will amend Figure 2-2 “Land Use Map” resulting in an increase of 0.12 acres to the Commercial (C) land use designation and a reduction of 0.12 acres to the Residential/Office (R/O) land use designation. The proposed project does not include the development of the existing vacant property.

Furthermore, an initial study was prepared for the Project in compliance with the California Environmental Quality Act. The initial study found that the project did not result in any significant environmental impacts with the implementation of proposed Mitigation Measures.

There is no evidence that the proposed project will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole.

BE IT FURTHER RESOLVED that the City Council **APPROVES** Resolution No. 2020-XX and thereby:

1. **APPROVES** General Plan Amendment Application No. PEN19-0151, based on the findings contained in this resolution and as depicted on the map attached as Exhibit “A”.

APPROVED this 1st day of September, 2020.

Mayor of the City of Moreno Valley

3
Resolution No. 2020-XX
Date Adopted: September 1, 2020

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

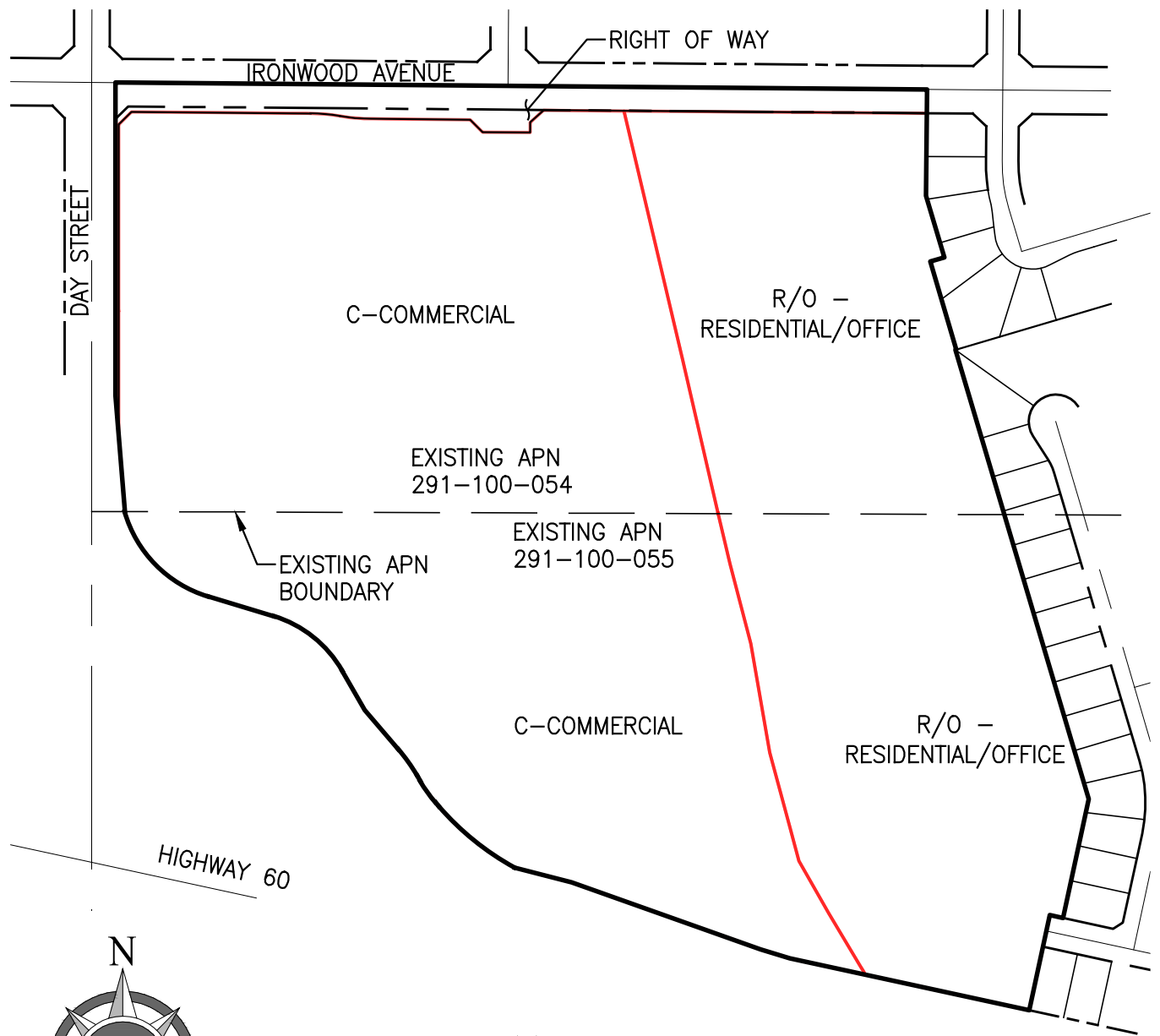
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

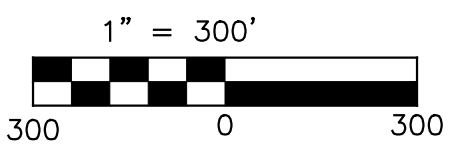
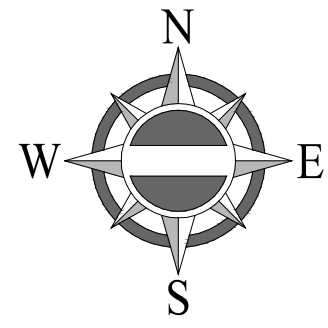
GENERAL PLAN LAND USE EXISTING AND PROPOSED



EXISTING



PROPOSED



ORDINANCE NO. 2020-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE APPLICATION NO. PEN19-0152; AN AMENDMENT TO THE OFFICIAL ZONING ATLAS, CHANGING THE ZONING CLASSIFICATION OF 0.11 ACRES FROM COMMUNITY COMMERCIAL (CC) DISTRICT TO RESIDENTIAL 15 (R15) DISTRICT TO CORRESPOND WITH THE PARCEL BOUNDARIES PROPOSED BY TENTATIVE PARCEL MAP NO. 37750, LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (APNS: 291-100-054 AND 291 100 055)

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1 GENERAL:

1.1 The applicant, the M&F Development Company, Inc., filed Application No. PEN19-0152, requesting an amendment to Pages 34 and 45 of the Official Zoning Atlas to the zoning classification for certain properties, as described in the title of this resolution and the attached Exhibit A; and

1.2 Pursuant to the provisions of the law, a public hearing was held before the City Council on September 1, 2020, for deliberations and decision.

1.3 The matter was fully discussed, and the public and other agencies were given opportunity to present testimony and documentation.

1.4 An Initial Study has been prepared for the Project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study including all supporting technical evidence, determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration is an appropriate environmental determination for the Project.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 1, 2020, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Change of Zone is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project site has two Zoning designations, Community Commercial (CC) District and Residential 15 (R15) District as depicted on the City Zoning Atlas. The boundaries depicted on the City Zoning Atlas are inconsistent with both Figure 2-2 “Land Use Map” of the City General Plan and the existing parcel boundaries. The proposed Change of Zone will amend the City Zoning Atlas to establish boundaries that are consistent with the parcel lines proposed as part of Tentative Parcel Map No. 37750. This proposed change will result in an increase of 0.11 acres to the Residential 15 (R15) District and a reduction of 0.11 acres to the Community Commercial (CC) District.

The proposed Change of Zone is consistent the General Plan, and its goals, objectives, policies, and programs as it will address the existing split land use designations on Assessor Parcel Nos. 291-100-054 and 291-100-055. Addressing the split land use designation will allow for future development of the site with a combination of commercial, office, and residential uses as is intended by Ultimate Goal No. 4 “Enjoys a healthy economic climate that benefits both residents and businesses,” of the City General Plan. The proposed Change of Zone will also allow for future commercial development within the City that is conveniently located and will provide the retail and service commercial needs of Moreno Valley residents and businesses consistent with General Plan Objective 2.4. The proposed Change of Zone is also consistent with General Plan goals and objectives associated with residential development including: 1) General Plan Goal 2.4 which identifies the need for a supply of housing in sufficient numbers suitable to meet the diverse needs of future residents; and 2) General Plan Objective 2.2 which states that the City will provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups.

Based on the evidence provided above it can be determined that the proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan.

2. Conformance with the Zoning Regulations – The proposed Change of Zone is consistent with the purposes and intent of Title 9 of the City of Moreno Valley Municipal Code.

FACT: The project site is currently zoned Community Commercial (CC) District and Residential 15 (R15) District. The proposed Change of Zone will result in a total reduction of 0.11 acres to the Community Commercial

(CC) District and an increase of 0.11 acres to the Residential 15 (R15) District.

The proposed Change of Zone will allow for a future development to comply with the provisions of Section 9.03 Residential Districts, Section 9.04 Commercial Districts, and Section 9.16 Design Guidelines of the City's Municipal Code.

3. Health, Safety and Welfare – The proposal will not be detrimental to the public health, safety or welfare.

FACT: The project site has two Zoning designations, Community Commercial (CC) District and Residential 15 (R15) District as depicted on the City Zoning Atlas. The proposed Change of Zone will amend the City Zoning Atlas resulting in an increase of 0.11-acres to the Residential 15 (R15) District and a reduction of 0.11-acres to the Community Commercial (CC) District. The proposed project does not include the development of the existing vacant property.

Furthermore, an initial study was prepared for the Project in compliance with the California Environmental Quality Act. The initial study found that the project did not result in any significant environmental impacts with the implementation of proposed Mitigation Measures.

There is no evidence that the proposed project will have a significant impact on public health or be materially injurious to surrounding properties of the environment as a whole.

SECTION 3 AMENDMENT OF THE OFFICIAL ZONING ATLAS:

3.1 The City of Moreno Valley Official Zoning Atlas, as adopted by Ordinance No. 359, on April 14, 1992, of the City of Moreno Valley, and as amended thereafter from time to time by the City Council of the City of Moreno Valley, is further amended by placing in effect the zone or zone classification to Pages 34 and 45 of the Official Zoning Atlas as shown on the attached map marked "Exhibit A" and included herein by reference and on file in the office of the City Clerk.

SECTION 4 EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5 NOTICE OF ADOPTION:

3
Ordinance No. 2020-XX
Date Adopted: September __, 2020

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6 EFFECTIVE DATE:

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 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 September, 2020, by the following vote:

AYES:

NOES:

ABSENT:

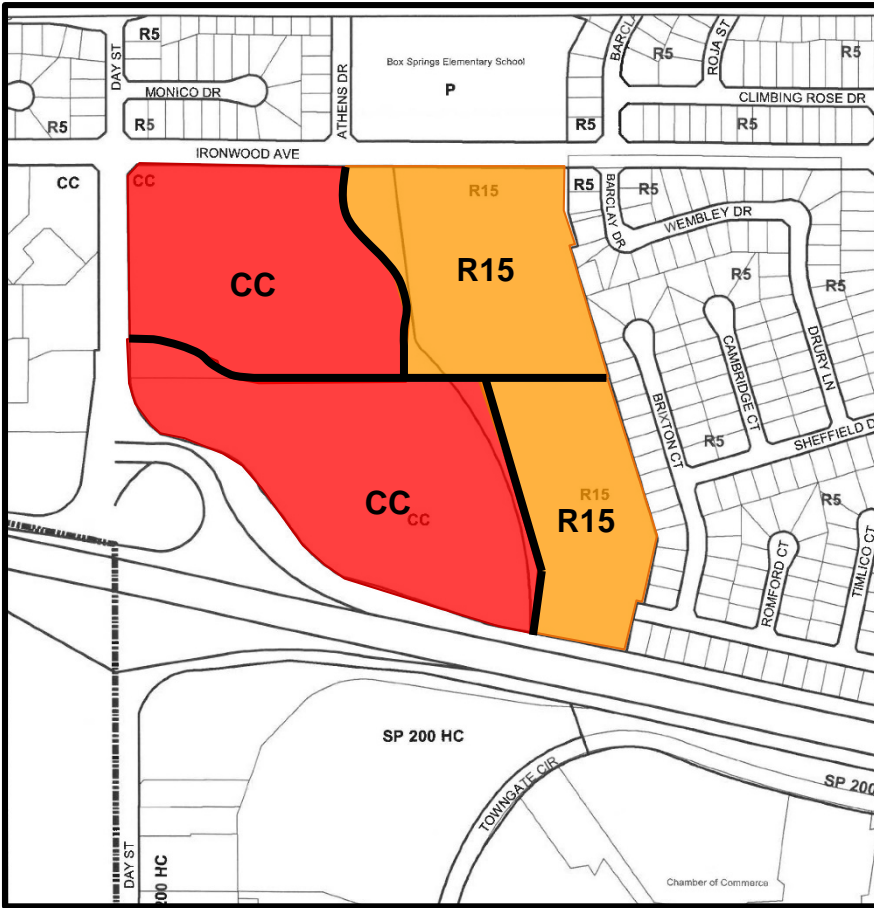
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

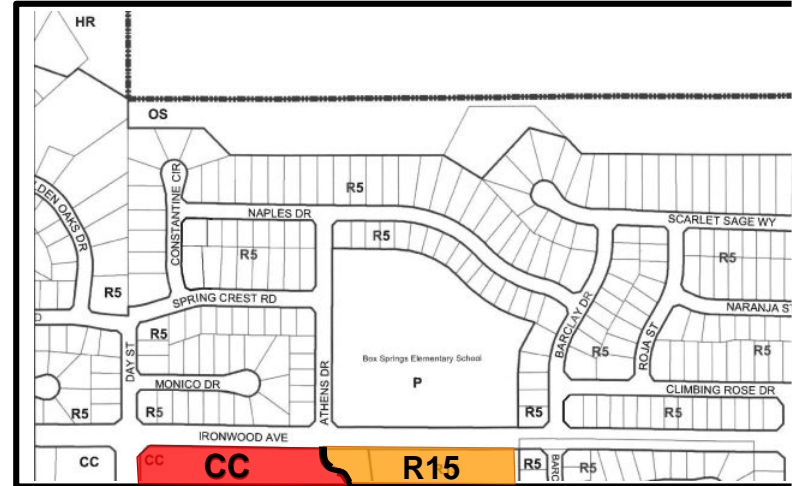
CITY CLERK

(SEAL)

5
Ordinance No. 2020-XX
Date Adopted: September __, 2020



City of Moreno Valley Zoning Atlas Page 45



City of Moreno Valley Zoning Atlas Page 34

PEN19-0152 – Change of Zone

- Residential 15 (R15)
- Community Commercial (CC)

CITY COUNCIL RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING TENTATIVE PARCEL MAP 37750 APPLICATION PEN19-0150, TO SUBDIVIDE TWO (2) EXISTING PARCELS CONSISTING OF AN APPROXIMATELY 51.51-ACRE SITE INTO FOUR (4) PARCELS AND A SHARED ACCESS EASEMENT, LOCATED AT THE SOUTHEAST CORNER OF IRONWOOD AVENUE AND DAY STREET (APNS: 291-100-054 AND 291-100-055)

WHEREAS, the M&F Development Company, Inc., has filed an application for the approval of Tentative Parcel Map 37750 application PEN19-0150, a proposal to subdivide two (2) existing parcels consisting of approximately 51.51 gross acres identified as assessor parcel numbers 291-100-054 and 291-100-055 into four (4) parcels and a shared access easement as described in the title of this resolution; and

WHEREAS, the application has been evaluated in accordance with established City of Moreno Valley (City) procedures, and with consideration of the Municipal Code, General Plan, and other applicable regulations; and

WHEREAS, an environmental assessment, including an Initial Study, has been prepared to address the environmental impacts associated with the application PEN19-0150 as described above and a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been adopted pursuant to the California Environmental Quality Act (CEQA) as there is no evidence that the proposed Tentative Parcel Map will have a significant impact on the environment with the incorporation of mitigation measures; and

WHEREAS, the Planning Commission of the City of Moreno Valley held a public hearing on June 25, 2020 to consider Tentative Parcel Map PEN19-0150 and all environmental documentation prepared for the project. At said meeting, the Planning Commission recommended approval of Tentative Parcel Map PEN19-0150 to the City Council; and

WHEREAS, the public hearing notice for this project was published in the local newspaper on August 22, 2020. Public notice was sent to all property owners of record within 600 feet of the project site on August 20, 2020. The public hearing notice for this project was also posted on the project site on August 21, 2020;

WHEREAS, on September 1, 2020, the City Council held a public hearing to consider the application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 1, 2020, including written and oral staff reports, public testimony and the record from the public hearing, this City Council hereby specifically finds as follows:

1. That the proposed land division is consistent with applicable general and specific plans and the zoning ordinance;

FACT: The proposed land division will create a total of four parcels. Two of the parcels, approximately 19.88 gross acres, will have a zoning designation of Residential 15 (R15) District. This zoning designation provides opportunities for new housing consistent with General Plan Objective 2.2 which states that it is the intent of the City to provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups. The other two parcels, approximately 31.63 gross acres, will have a zoning designation of Community Commercial (CC) District. This zoning designations provides for new commercial opportunities consistent with General Plan Objective 2.4 which identifies the need to provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.

Additionally, the project is designed in accordance with the provisions of Chapter 9.03 "Residential Districts," Chapter 9.04 "Commercial Districts," Chapter 9.16 "Design Guidelines." and Chapter 9.14 "Land Divisions" of the City's Municipal Code. The project as designed and conditioned would comply with all applicable zoning and other regulations.

The project as designed and conditioned will achieve the objectives of the City of Moreno Valley's General Plan. The proposed project is consistent with the General Plan and does not conflict with the goals, objectives, policies, and programs established within the Plan.

2. That the design or improvement of the proposed land division is consistent with applicable general and specific plans;

FACT: The proposed land division will create a total of four parcels. Two of the parcels, approximately 19.88 gross acres, will have a zoning designation of Residential 15 (R15) District. This zoning designation provides opportunities for new housing consistent General Plan Objective 2.2 which states that it is the intent of the City to provide a wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups. The other two parcels, approximately 31.63 gross acres, will have a zoning designation of Community Commercial (CC) District. This zoning designations provides for new commercial opportunities consistent with General Plan Objective 2.4 which identifies the need to provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses. No physical improvements are proposed as part of this subdivision. Future development of the site will be required to install required site improvements in compliance with the General Plan, Municipal Code, and other applicable standards.

3. That the site of the proposed land division is physically suitable for the type of development;

FACT: The proposed tentative parcel map is designed and conditioned in accordance with the provisions of Chapter 9.03 “Residential Districts, Chapter 9.04 “Commercial Districts” and Chapter 9.16 “Design Guidelines” of the City’s Municipal Code. For these reasons the project site is physically suitable for the proposed 4 lot subdivision.

4. That the site of the proposed land division is physically suitable for the proposed density of the development;

FACT: The tentative parcel map has an area of 51.51 gross acres and is designed and conditioned in accordance with the provisions of the City’s Municipal Code Chapter 9.14 “Land Divisions” as well as all other applicable sections of the Municipal Code. The project site is physically suitable for the proposed density of the development.

5. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

FACT: An Initial Study was prepared for the project for the purpose of compliance with the California Environmental Quality Act (CEQA). Based on the Initial Study, it was determined that the project impacts are expected to be less than significant with mitigation, and approval of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program is recommended.

Therefore, the tentative parcel map will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. That the design of the proposed land division or type of improvements is not likely to cause serious public health problems;

FACT: As conditioned, the proposed parcel map would not cause serious public health problems. There are no known hazardous conditions associated with the property, the design of the land division or the type of improvements.

The proposed parcel map as designed and conditioned will ensure acceptable levels of protection from natural and man-made hazards to life, health, and property and is therefore consistent with General Plan Goal 9.6.1. The project site is located within approximately 1.1 miles from Fire Station No. 6, which is consistent with General Plan Goal 9.6.2 which requires emergency services that are adequate to meet minor emergency and major catastrophic situations.

The proposed parcel map will result in a development that would be consistent with General Plan Objective 6.1 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects and General Plan Objective 6.2 to minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage, and to minimize nuisances due to flooding.

The parcel map has been designed consistently with the City's Municipal Code Chapter 9.14 "Land Divisions" and meets all City requirements related to subdividing a property.

7. That the design of the land division or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision;

FACT: The tentative parcel map has been designed to accommodate and not conflict with existing easements on the subject site including utility, sewer, and road easements.

8. That the proposed land division is not subject the Williamson Act pursuant to the California Land Conservation Act of 1965.

FACT: The project site is not utilized for agricultural purposes and is not under Williamson Act Contract. Additionally, there are no existing surrounding agricultural use, or sites under Williamson Act contract within the City limits.

9. That the proposed land division and the associated design and improvements are consistent with applicable ordinances of the city.

FACT: The land division proposed by Tentative Parcel Map 37750 is consistent with the City's Municipal Code Chapter 9.14 "Land Divisions" as well as the development standards established in Sections 9.03.040 "Residential site development standards" and 9.04.040 "Commercial site development standards". The land division as designed and conditioned is consistent with applicable ordinances of the city.

10. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The land division proposed by Tentative Parcel Map 37750 is consistent with the City's Municipal Code Chapter 9.14 "Land Divisions." The subdivision as designed allows for future building orientation to be such that passive or natural heating and cooling opportunities can be achieved.

11. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project as designed is consistent with City General Plan Policy 2.2.9 which states that the primary purpose of areas designated Residential 15 is to provide a range of multi-family housing types for those not desiring dwellings on individual lots that include amenities such as common open space and recreational facilities. The maximum allowable density shall be 15.0 dwelling units per acre. Therefore, the subdivision as designed provides housing that is balance against public service needs consistent with existing goals, objectives, policies and programs of the General Plan.

FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. FEES

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

5

Resolution No. 2020-XX

Date Adopted: September 1, 2020

Unless otherwise provided for by this Resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The adopted Conditions of Approval for PEN19-0150 incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. CITY RIGHT TO MODIFY/ADJUST; PROTEST LIMITATIONS

The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which a notice has been given similar to this, nor does it revive challenges to any fees for which the applicable statute of limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council **APPROVES** Resolution No. 2020-XX, and thereby:

1. **APPROVES** Tentative Parcel Map 37750 Application No. PEN19-0150, based on the findings contained in this resolution and subject to the conditions of approval included as Exhibit A.

APPROVED this 1st day of September, 2020.

6
Resolution No. 2020-XX
Date Adopted: September 1, 2020

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2020-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

7
Resolution No. 2020-XX
Date Adopted: September 1, 2020

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

Page 1

CITY OF MORENO VALLEY
 CONDITIONS OF APPROVAL
 Tentative Parcel Map (PEN19-0150)

EFFECTIVE DATE:

EXPIRATION DATE:

COMMUNITY DEVELOPMENT DEPARTMENTPlanning Division

1. The developer, or the developer's successor-in-interest, shall be responsible for maintaining any undeveloped portion of the site in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)
2. The site shall be developed in accordance with the approved plans on file in the Community Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the Planning Official. (MC 9.14.020)

Special Conditions

3. The applicant shall comply with the adopted Mitigation Monitoring and Reporting Program for the project.
4. All site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.
5. This approval shall comply with all applicable requirements of the City of Moreno Valley Municipal Code.
6. Prior to building final, the developer/owner or developer's/owner's successor-in-interest shall pay all applicable impact fees, including but not limited to Transportation Uniform Mitigation fees (TUMF), and the City's adopted Development Impact Fees. (Ord)
7. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

Page 2

8. Prior to any site disturbance and/or grading plan submittal, and or final map recordation, a mitigation monitoring fee, as provided by City ordinance, shall be paid by the applicant/owner. No City permit or approval shall be issued until such fee is paid. (CEQA)
9. Prior to issuance of a building permit, the developer/property owner or developer's successor-in-interest shall pay all applicable impact fees due at permit issuance, including but not limited to Multi-species Habitat Conservation Plan (MSHCP) mitigation fees. (Ord.)
10. Within thirty (30) days prior to any grading or other land disturbance, a pre-construction survey for Burrowing Owls shall be conducted pursuant to the established guidelines of Multiple Species Habitat Conservation Plan. The pre-construction survey shall be submitted to the Planning Division prior to any disturbance of the site and/or grading permit issuance.
11. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following: The name and address of the development and the developer's name and address to include a 24-hour emergency phone number.
12. Prior to issuance of grading permits, the developer shall pay the applicable Stephen's' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee.
13. The applicant shall comply with conditions of approval of the County of Riverside Airport Land Use Commission Development Review Number ZAP1375MA19.

Building Division

14. The proposed non-residential project shall comply with the latest Federal Law, Americans with Disabilities Act, and State Law, California Code of Regulations, Title 24, Chapter 11B for accessibility standards for the disabled including access to the site, exits, bathrooms, work spaces, etc.
15. Prior to submittal, all new development, including residential second units, are required to obtain a valid property address prior to permit application. Addresses can be obtained by contacting the Building Safety Division at 951.413.3350.
16. Contact the Building Safety Division for permit application submittal requirements.
17. Any construction within the city shall only be as follows: Monday through Friday seven a.m. to seven p.m.(except for holidays which occur on weekdays), eight a.m. to four p.m.; weekends and holidays (as observed by the city and described in the

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

Page 3

- Moreno Valley Municipal Code Chapter 2.55), unless written approval is first obtained from the Building Official or City Engineer.
18. Building plans submitted shall be signed and sealed by a California licensed design professional as required by the State Business and Professions Code.
 19. The proposed development shall be subject to the payment of required development fees as required by the City's current Fee Ordinance at the time a building application is submitted or prior to the issuance of permits as determined by the City.
 20. The proposed project will be subject to approval by the Eastern Municipal Water District and all applicable fees and charges shall be paid prior to permit issuance. Contact the water district at 951.928.3777 for specific details.
 21. All new structures shall be designed in conformance to the latest design standards adopted by the State of California in the California Building Code, (CBC) Part 2, Title 24, California Code of Regulations including requirements for allowable area, occupancy separations, fire suppression systems, accessibility, etc. The current code edition is the 2016 CBC.

PUBLIC WORKS DEPARTMENT**Land Development**

22. The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). [MC 9.14.010]
23. In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. If unsuccessful, the Developer shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. [GC 66462.5]
24. The developer shall protect downstream properties from damage caused by alteration of drainage patterns (i.e. concentration or diversion of flow, etc). Protection shall be provided by constructing adequate drainage facilities, including,

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

Page 4

but not limited to, modifying existing facilities or by securing a drainage easement. [MC 9.14.110]

25. Public drainage easements, when required, shall be a minimum of 25 feet wide and shall be shown on the map and plan, and noted as follows: "Drainage Easement – no structures, obstructions, or encroachments by land fills are allowed." In addition, the grade within the easement area shall not exceed a 3:1 (H:V) slope, unless approved by the City Engineer.
26. This project shall submit civil engineering design plans, reports and/or documents (prepared by a registered/licensed civil engineer or land surveyor) for review and approval by the City Engineer per the current submittal requirements, prior to the indicated threshold or as required by the City Engineer. The submittal consists of, but is not limited to, the following:
 - a. Parcel Map (recordation prior to building permit issuance)

Prior to Map Approval

27. All proposed street names shall be submitted for review and approved by the City Engineer, if applicable. [MC 9.14.090(E.2.k)]
28. A copy of the Covenants, Conditions and Restrictions (CC&R's) shall be submitted for review and approved by the City Engineer. The CC&R's shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project. In addition, for single-family residential development, bylaws and articles of incorporation shall also be included as part of the maintenance agreement for any water quality BMPs.
29. After recordation, a digital (pdf) copy of the recorded map shall be submitted to the Land Development Division.
30. Resolution of all drainage issues shall be as approved by the City Engineer.
31. If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all public improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. In either case, the City Engineer may require the dedication and construction of necessary utility, street or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. This approval must be

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

Page 5

obtained prior to the Developer submitting a Phasing Plan to the California Bureau of Real Estate. [MC 9.14.080(B)(C), GC 66412 & 66462.5]

32. Maps (prepared by a registered civil engineer and/or licensed surveyor) shall be submitted for review and approved by the City Engineer per the current submittal requirements.
33. All public improvement plans required for this project shall be approved by the City Engineer in order to execute the Public Improvement Agreement (PIA).
34. The developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities.
35. All street dedications shall be free of all encumbrances, irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer.
36. Either reciprocal access easement(s) shall be shown on the map or a separate recorded copy of a reciprocal access agreement between parcels shall be submitted to the City for review and approval.
37. The appropriate street right-of-way dedication for a cul-de-sac at the westerly terminus of Kinross Lane per City Standard Plan MVSI-163A-0.

Transportation Engineering Division

38. Final Parcel Map shall include right-of-way dedication at westerly end of Kinross Lane to accommodate a cul-de-sac per City Standard MVSI-163A-0.

PARKS & COMMUNITY SERVICES DEPARTMENT

39. This project is subject to current Development Impact Fees.
40. This project is required to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems. This can be achieved through annexing into Community Facilities District No. 1 (Park Maintenance). Please contact the Special Districts Division at 951.413.3480 or specialdistricts@moval.org to complete the annexation process.
41. This project is subject to current Quimby Fees.
42. The parcel(s) associated with this project have been incorporated into the Moreno

CONDITIONS OF APPROVAL

Tentative Parcel Map (PEN19-0150)

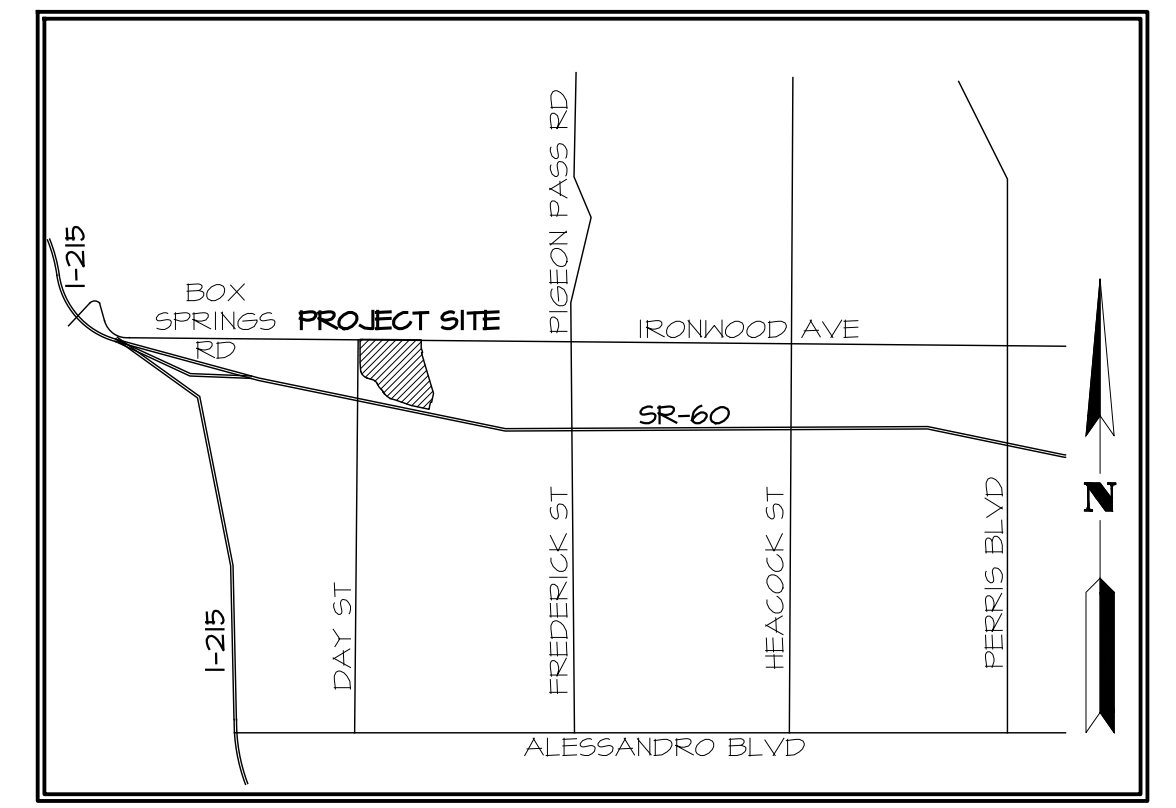
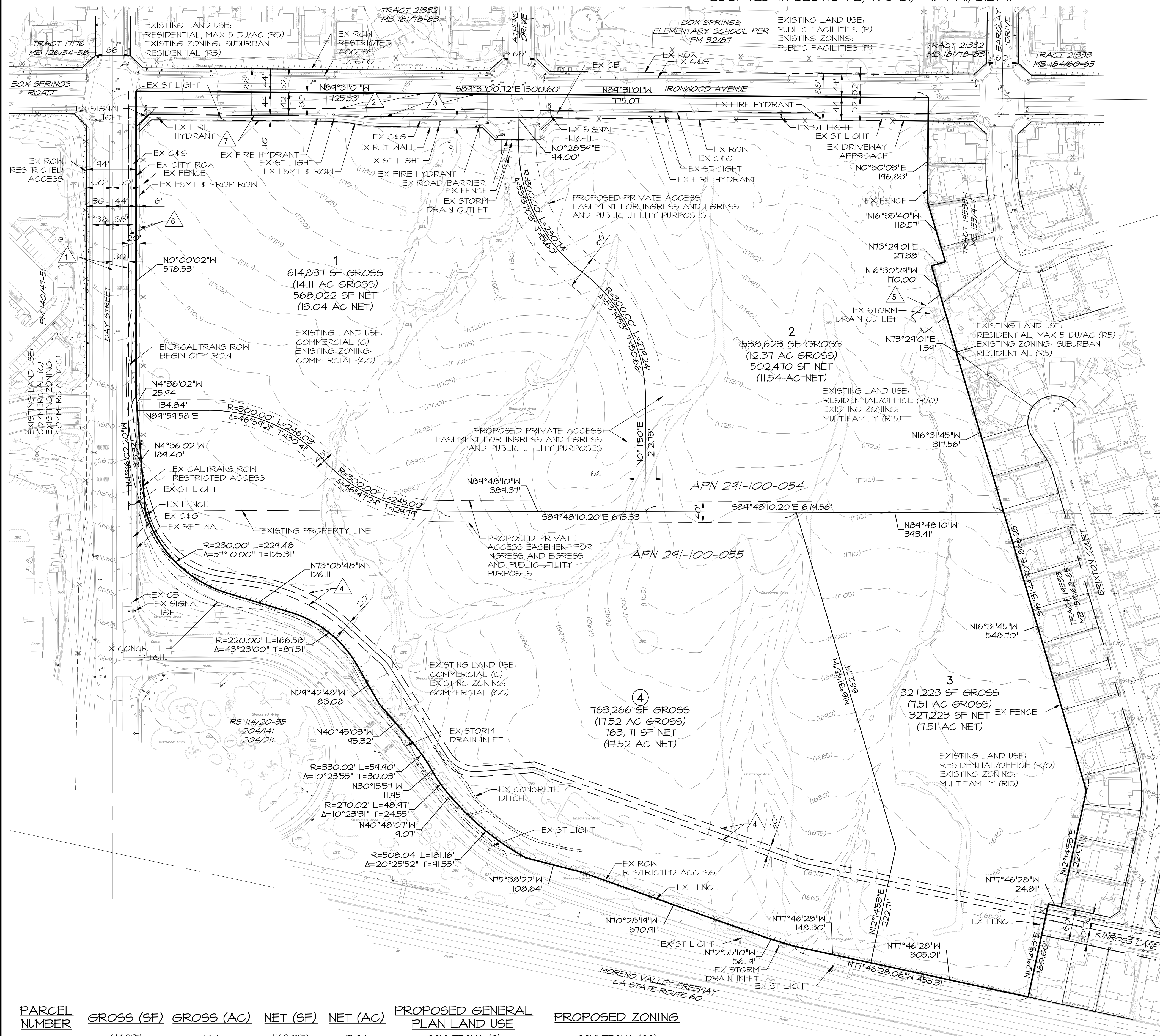
Page 6

Valley Community Services District Zone A (Parks and Community Services). All assessable parcels therein shall be subject to the annual Zone 'A' charge for operations and capital improvements. Proof of such shall be supplied to Parks and Community Services upon Final Map and at Building Permits.

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TENTATIVE PARCEL MAP NO. 37750

LOCATED IN SECTION 2, T. 3 S., R. 4 W., S.B.M.



VICINITY MAP

OWNER (1 OF 5)
 M&F DEVELOPMENT COMPANY
 3425 VIA LIDO, SUITE 250
 NEWPORT BEACH, CA 92663
 CONTACT: PAUL C. BERNARD
 PHONE: (444) 123-1100
 PBERNARD@FRITZDUDA.COM

OWNER (2 OF 5)
 TRIPLE S GROUP, LLC
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: SCOTT S. WEBB
 PHONE: (451) 686-1070
 SCOTT.WEBB@WEBBASSOCIATES.COM

OWNER (3 OF 5)
 MBBB, LLC
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: MATTHEW E. WEBB
 PHONE: (451) 686-1070
 MATT.WEBB@WEBBASSOCIATES.COM

OWNER (4 OF 5)
 IRENE WEBB SALTER, TRUSTEE OF
 THE ERNEST WEBB CREDIT TRUST
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: IRENE SALTER
 PHONE: (451) 686-1070
 REXANDIRENE@YAHOO.COM

OWNER (5 OF 5)
 FRITZ DUDA COMPANY,
 A TEXAS CORPORATION
 13355 NOEL ROAD, LB3, SUITE 2225
 DALLAS, TEXAS 75240
 CONTACT: FRITZ DUDA
 PHONE: (444) 123-1100
 FRITZDUDA@FRITZDUDA.COM

- ABBREVIATIONS**
- AC ACRES
 - APN ASSESSOR'S PARCEL NUMBER
 - CA CALIFORNIA
 - CB CATCH BASIN
 - C&G CURB AND GUTTER
 - E EAST
 - EX EXISTING
 - L LENGTH
 - N NORTH
 - R RADIUS
 - RET RETAINING
 - ROW RIGHT OF WAY
 - SF SQUARE FEET
 - ST STREET
 - T TANGENT
 - W WEST

- LEGEND**
- - - - - EXISTING RETAINING WALL
 - - - - - EXISTING FENCE
 - - - - - EXISTING RIGHT OF WAY
 - - - - - EXISTING ROW, RESTRICTED ACCESS
 - - - - - EXISTING EASEMENT
 - - - - - PROPOSED EASEMENT
 - - - - - EXISTING STREET LIGHT
 - - - - - EXISTING FIRE HYDRANT
 - - - - - EXISTING CONTOURS
 - - - - - EXISTING LOT LINE
 - - - - - PROPOSED LOT LINE
 - - - - - PROJECT BOUNDARY

APPLICANT
 M&F DEVELOPMENT COMPANY
 3425 VIA LIDO, SUITE 250
 NEWPORT BEACH, CA 92663
 CONTACT: PAUL C. BERNARD
 PHONE: (444) 123-1100
 PBERNARD@FRITZDUDA.COM

ENGINEER
 ALBERT A. WEBB ASSOCIATES
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 CONTACT: SARAH KOHALSKI
 PHONE: (451) 686-1070
 SARAH.KOHALSKI@WEBBASSOCIATES.COM

TOPOGRAPHY SOURCE
 TOPOGRAPHY FLOWN BY
 INLAND AERIAL SURVEYS, INC.
 ON 05/03/2019

LAND USE
 EXISTING GENERAL PLAN LAND USE:
 C (COMMERCIAL) AND R/O (RESIDENTIAL/OFFICE)
 EXISTING ZONING:
 CC (COMMERCIAL) AND R-15 (MULTI-FAMILY)

A.P.N.
 291-100-054 AND 291-100-055

PROPOSED GENERAL PLAN LAND USE:
 C (COMMERCIAL) AND R/O (RESIDENTIAL/OFFICE)
PROPOSED ZONING:
 CC (COMMERCIAL) AND R-15 (MULTI-FAMILY)

ACREAGE
 51.51 GROSS ACRES
 49.61 NET ACRES
 4 LOTS

SCHOOL DISTRICT
 MORENO VALLEY UNIFIED SCHOOL DISTRICT

UTILITY PROVIDERS

- WATER EASTERN MUNICIPAL WATER DISTRICT
- SEWER EASTERN MUNICIPAL WATER DISTRICT
- ELECTRICAL SOUTHERN CALIFORNIA EDISON
- GAS SOUTHERN CALIFORNIA GAS COMPANY
- TELEPHONE AT&T
- CABLE T.V. CHARTER COMMUNICATIONS

PROJECT DESCRIPTION
 THIS TENTATIVE PARCEL MAP PROPOSES TO SUBDIVIDE 50± ACRES CONSISTING OF APNS #291-100-054 AND -055 LOCATED AT THE SOUTHEAST CORNER OF DAY STREET AND IRONWOOD AVENUE IN THE CITY OF MORENO VALLEY. THE SITE WILL BE SUBDIVIDED INTO FOUR PARCELS WITH THE INTENT TO NEITHER INCREASE NOR DECREASE THE TOTAL ACREAGE OF C AND R/O GENERAL PLAN LAND USE DESIGNATIONS. THIS PARCEL MAP IS INTENDED TO SEPARATE PARTNERSHIP INTERESTS. NO DEVELOPMENT OR GRADING IS PROPOSED WITH THIS MAP.

EASEMENT NOTES

- △ AN EASEMENT FOR ROADS AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER BOOK 600, PAGE 303 O.R., REC. 10/27/1943
- △ AN EASEMENT FOR ROADS AND PIPES LINES AND INCIDENTAL PURPOSES PER INST. #1478-224404 OR, REC. 03/16/1913
- △ 44' DEDICATION FOR PUBLIC ROAD AND PUE PER INST. #1478-224404 OR, REC. 10/31/1918
- △ 20' EMD SEWER EASEMENT PER INST. #1481-145057 OR, REC. 10/16/1981
- △ IRREVOCABLY DEDICATION IN PERPETUITY FOR DRAINAGE PURPOSES PER INST. #1486-174856, REC. 1/30/1986
- △ AN EASEMENT FOR ROADS AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER INST. #2007-210877 OR, REC. 03/28/2007
- △ A PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC ROADWAY PURPOSES AND P.U.E. PER INST. #2014-220691 OR, REC. 6/19/2019

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLAN COORDINATE SYSTEM, CG83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "MLFP" AND "PPBF", NAD 83 (NSRS2011).

BENCHMARK
 N66 # MP 106 (PID #A85564)
 ELEV. = 1548.42' (NAVD 88)
 DESCRIBED BY METRO WATER DISTR. 50, CALIFORNIA 1944 (TMB)
 RIVERSIDE, FROM THE INTERSECTION OF INTERSTATE 215 AND ALESSANDRO BLVD OFF RAMP, PROCEED 0.8 MILE (1.3 KM) WEST ALONG ALESSANDRO BLVD FROM 215 Fwy TO ALEXANDER ST, 44 FEET (13.4 M) SOUTH OF ALESSANDRO AND 20 FEET (6.1 M) EAST OF ALEXANDER TO A 4 FOOT (1.2 M) BY 7 FOOT (2.1 M) CONCRETE CATCH BASIN ON SOUTH SIDE OF BLVD. SET A NAD83 3 INCH BRASS DISK STAMPED MP 106 1944 FLUSH ON TOP OF THE NORTHEAST CORNER OF CATCH BASIN AND 15 FEET (4.6 M) BACK OF CURB FACE AND 6 INCHES ABOVE ROAD SURFACE. REFERENCE M&D FB 4205 06 022.

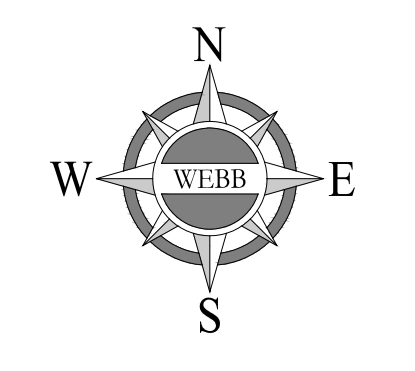
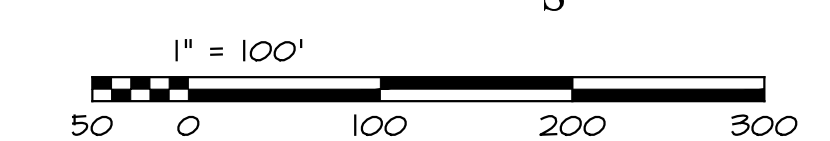
GENERAL INFORMATION

1. THOMAS BROS. MAP BOOK PAGE TIT GRID: A2.
2. THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.
3. PROJECT IS NOT WITHIN A SPECIFIC PLAN.
4. EASEMENTS OF RECORD ARE PLOTTED HEREON.
5. PROJECT IS WITHIN MORENO VALLEY ZONE A (PARKS AND COMMUNITY SERVICES) AND ZONE C (ARTERIAL STREET LIGHTING) COMMUNITY SERVICES DISTRICTS.
6. LAND IS NOT WITHIN A SPECIAL STUDIES ZONE.
7. LAND IS SUBJECT TO LOW LIQUEFACTION.
8. LAND IS SUSCEPTIBLE TO SUBSIDENCE.
9. NO EXISTING STRUCTURES OR DWELLINGS ON SITE.
10. THE PROJECT IS IN THE SANTA ANA RIVER WATERSHED.
11. FLOOD ZONE X, AREA OF MINIMAL FLOODING PER FEMA PANEL 06065COT346.

SHEET INDEX

NUMBER	DESCRIPTION
1	TENTATIVE PARCEL MAP
2	LEGAL DESCRIPTION & STREET SECTIONS

PARCEL NUMBER	GROSS (SF)	GROSS (AC)	NET (SF)	NET (AC)	PROPOSED GENERAL PLAN LAND USE	PROPOSED ZONING
1	614,831	14.11	568,022	13.04	COMMERCIAL (C)	COMMERCIAL (CC)
2	538,623	12.37	502,470	11.54	RESIDENTIAL OFFICE (R/O)	MULTI-FAMILY RESIDENTIAL (R-15)
3	327,223	7.51	327,223	7.51	RESIDENTIAL OFFICE (R/O)	MULTI-FAMILY RESIDENTIAL (R-15)
4	763,266	17.52	763,171	17.52	COMMERCIAL (C)	COMMERCIAL (CC)
TOTAL	2,243,814	51.51	2,160,886	49.61		



SCALE: 1" = 100'
 DATE: 9/26/2019
 DESIGNED: ABE
 CHECKED: SKK
 PLN CK REF: F.B.
 PLOT DATE: 28-Sep-19

ALBERT A. WEBB ASSOCIATES
 ENGINEERING CONSULTANTS
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256

TENTATIVE PARCEL MAP No. 37750
PEN19-0150

CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE

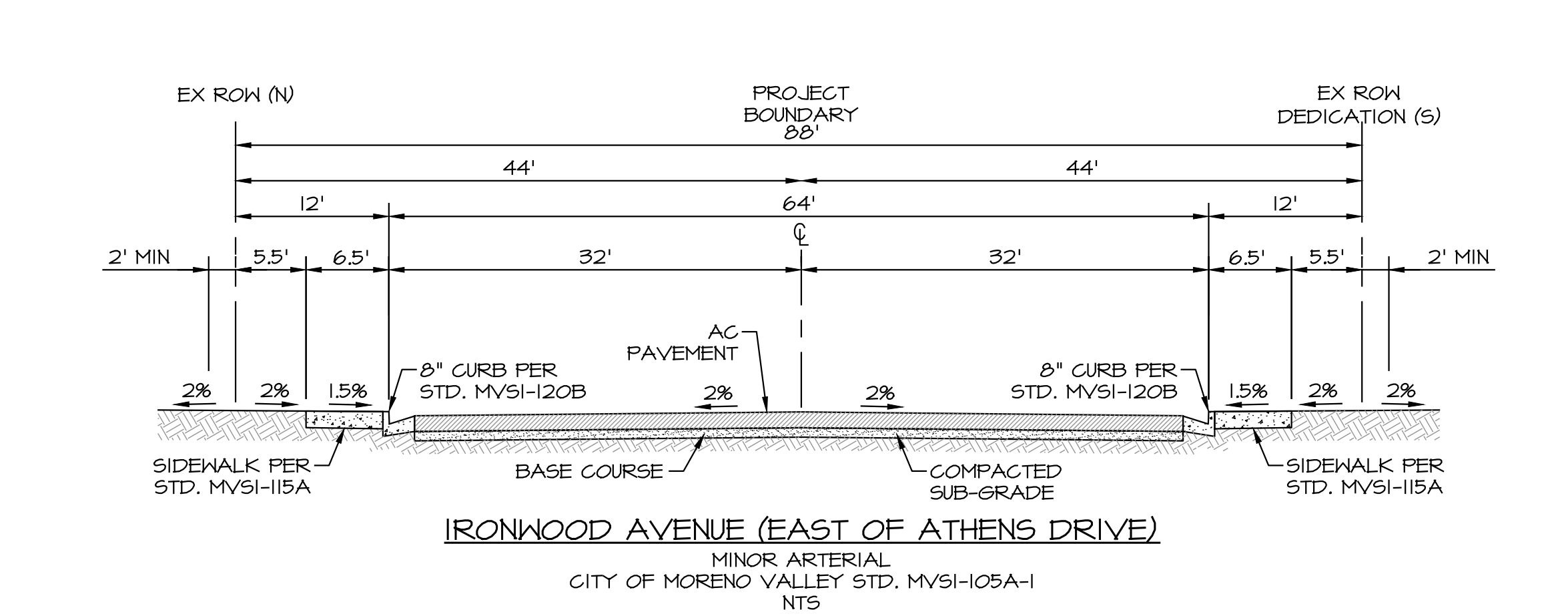
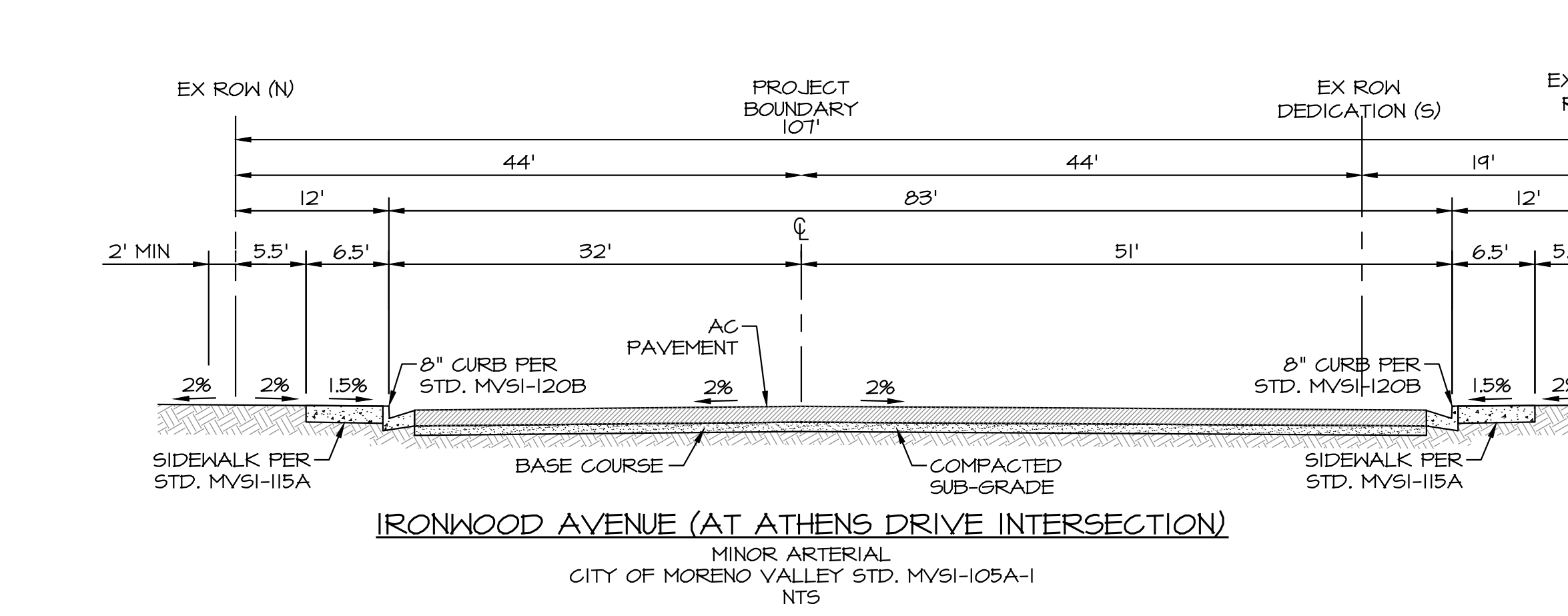
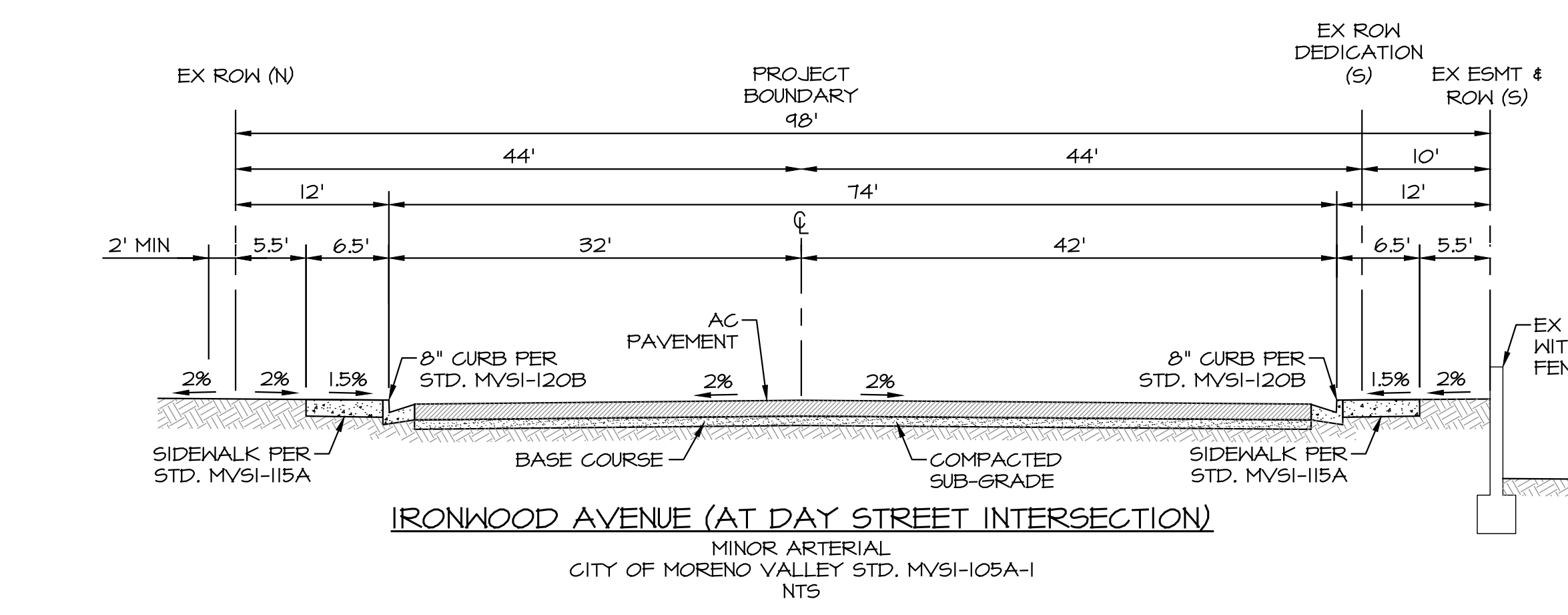
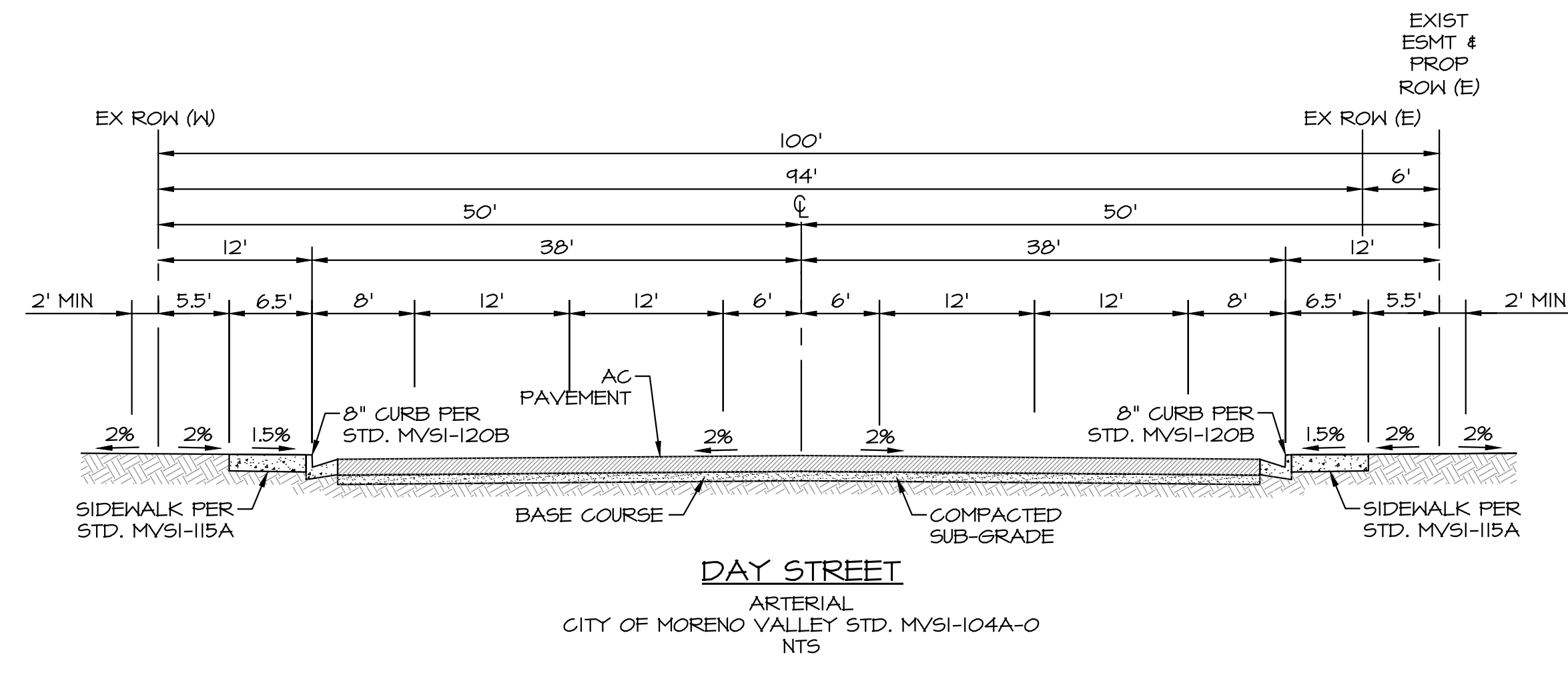
Attachment: Exhibit B - Tentative Parcel Map 37750 (4106 - PEN19-0151) General Plan Amendment, PEN19-0150 Tentative Parcel Map 377
 8/21/2019 4:38:08 PM
 H:\2019\19-0107\DRAWINGS\ENTITLEMENT\19-0107-C-P\MDW

LEGAL DESCRIPTION

PER FIRST AMERICAN TITLE REPORT, DATED MAY 8, 2019

PARCEL 1:
SECTION 2, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY THEREOF;
EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING ON THE EAST LINE OF SAID SECTION 2 AT A POINT BEING NORTH 00 DEGREES 13' WEST (RECORDED AS SOUTH 00 DEGREES 18' EAST), A DISTANCE OF 4711.50 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 2;
THENCE SOUTH 84 DEGREES 42' 30" WEST (RECORDED AS SOUTH 84 DEGREES 37' 30" WEST), A DISTANCE OF 5304.12 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 2, SAID POINT BEING NORTH 00 DEGREES 35' WEST, A DISTANCE OF 4711.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 2;
ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR FREEWAY PURPOSES, BY DEED RECORDED DECEMBER 12, 1961 AS INSTRUMENT NO. 106287 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED NOVEMBER 13, 1978 AS INSTRUMENT NO. 238738 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING ON THE EAST LINE OF SAID SECTION 2 AT POINT BEING NORTH 00 DEGREES 13' 31" WEST (RECORDED AS SOUTH 00 DEGREES 18' EAST), A DISTANCE OF 4711.50 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 2;
THENCE SOUTH 84 DEGREES 42' 30" WEST (RECORDED AS SOUTH 84 DEGREES 37' 30" WEST), ALONG THE NORTH LINE OF THE SOUTH 4711.50 FEET OF SAID SECTION 2, A DISTANCE OF 1804.00 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 800.00 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID SECTION 2, DISTANT THEREON WESTERLY 1970.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2; THENCE EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 1970.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 2;
THENCE SOUTH 00 DEGREES 13' 31" EAST ALONG SAID EAST LINE, A DISTANCE OF 767.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;
THENCE SOUTH 84 DEGREES 52' 13" WEST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1970.00 FEET TO A POINT THEREIN FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO ROBERT H. GRANT, ET AL, RECORDED FEBRUARY 2, 1979 AS INSTRUMENT NO. 23712 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 12 DEGREES 24' 24" EAST ALONG THE WESTERLY LINE OF SOUTHWESTERLY CORNER THEREOF; THENCE SOUTH 84 DEGREES 26' 17" WEST ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL SO DESCRIBED, A DISTANCE OF 81.24 FEET; THENCE NORTH 00 DEGREES 07' 18" EAST, A DISTANCE OF 25.56 FEET;
THENCE NORTH 04 DEGREES 03' 14" WEST, A DISTANCE OF 198.60 FEET;
THENCE NORTH 17 DEGREES 07' 47" WEST, A DISTANCE OF 416.51 FEET;
THENCE NORTH 00 DEGREES 07' 47" WEST, A DISTANCE OF 155.58 TO A POINT IN THE NORTH LINE OF SAID SECTION 2;
THENCE NORTH 84 DEGREES 52' 13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 65.00 FEET TO THE TRUE POINT OF BEGINNING;
ALSO EXCEPTING THEREFROM TRACT 14233-1 AS SHOWN BY MAP ON FILE IN BOOK 140, PAGES 14, 15, 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM TRACT 14533 AS SHOWN BY MAP ON FILE IN BOOK 154, PAGES 62 TO 65, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM TRACT 14533-1 AS SHOWN BY MAP ON FILE IN BOOK 155, PAGES 4 TO 7, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:
ALL THAT PORTION OF THE SOUTH 4711.50 FEET OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE NORTHERLY LINE OF THAT PORTION OF SAID SECTION DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 21, 1954 IN BOOK 1632 PAGE 324 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 4711.50 FEET OF SECTION 2, DISTANT THEREON SOUTH 84 DEGREES 42' 30" WEST (RECORDED AS SOUTH 84 DEGREES 37' 30" WEST), A DISTANCE OF 1804.00 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 05 DEGREES 45' 00" WEST, A DISTANCE OF 230.00 FEET;
THENCE SOUTH 27 DEGREES 30' 00" WEST, A DISTANCE OF 415.00 FEET; THENCE SOUTH 18 DEGREES 05' 00" EAST, A DISTANCE OF 265.00 FEET;
THENCE SOUTH 27 DEGREES 30' 00" WEST, A DISTANCE OF 400.00 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE PARCEL CONVEYED TO THE STATE OF CALIFORNIA AS AFORESAID;
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS PARCELS "A" AND "C" IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 25, 1962 AS INSTRUMENT NO. 48464 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 26, 1967 AS INSTRUMENT NO. 54476 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO RICHARD L. OWEN, ET AL, RECORDED DECEMBER 6, 1978 AS INSTRUMENT NO. 256105 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
THENCE SOUTH 05 DEGREES 38' 41" WEST, A DISTANCE OF 230.00 FEET;
THENCE SOUTH 27 DEGREES 23' 47" WEST, A DISTANCE OF 415.00 FEET;
THENCE SOUTH 18 DEGREES 11' 13" EAST, A DISTANCE OF 265.00 FEET;
THE LAST THREE COURSES AND DISTANCES FOLLOW THE WESTERLY LINE OF SAID PARCEL SO DESCRIBED IN DEED TO OWEN AS AFORESAID;
THENCE SOUTH 27 DEGREES 23' 47" WEST ALONG SAID WESTERLY LINE OF SAID PARCEL SO DESCRIBED, A DISTANCE OF 366.41 FEET TO A POINT THEREIN;
THENCE NORTH 08 DEGREES 29' 00" EAST, A DISTANCE OF 139.42 FEET;
THENCE NORTH 05 DEGREES 13' 25" EAST, A DISTANCE OF 549.19 FEET;
THENCE NORTH 20 DEGREES 22' 18" EAST, A DISTANCE OF 344.34 FEET;
THENCE NORTH 12 DEGREES 53' 19" EAST, A DISTANCE OF 125.00 FEET;
THENCE NORTH 00 DEGREES 07' 18" EAST, A DISTANCE OF 44.38 FEET TO A POINT IN THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL SO DESCRIBED IN DEED TO OWEN AS AFORESAID;
THENCE NORTH 84 DEGREES 37' 17" EAST ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 81.24 FEET TO THE TRUE POINT OF BEGINNING;
ALSO EXCEPTING THEREFROM TRACT 14233-1 AS SHOWN BY MAP ON FILE IN BOOK 140 PAGES 14, 15, 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM TRACT 14233 AS SHOWN BY MAP ON FILE IN BOOK 149 PAGES 22 THROUGH 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM TRACT 14533 AS SHOWN BY MAP ON FILE IN BOOK 154 PAGES 62 TO 65, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM TRACT 14533-1 AS SHOWN BY MAP ON FILE IN BOOK 155 PAGES 4 TO 7, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED AUGUST 3, 1983 AS INSTRUMENT NO. 301918 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
EXCEPTING FROM PARCELS 1 AND 2 HEREINABOVE DESCRIBED ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID PROPERTY TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING AND REMOVING THE SAME FROM SAID PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL OR MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL AND GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO RETUNNEL, REDRILL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SUBSURFACE OR THE TOP 500 FEET OF SUBSURFACE OF THE PROPERTY HEREINABOVE DESCRIBED, AS CONVEYED TO ROSSHEAD PETROLEUM COMPANY BY DEED RECORDED APRIL 6, 1981 AS INSTRUMENT NO. 60358 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



SCALE: NTS	DATE: 9/26/2019	DESIGNED: ABE	CHECKED: SKK	PLN CK REF: F.B.	DATE: 26-Sep-19	W.O. 2019-0107
ALBERTA WEBB ASSOCIATES ENGINEERING CONSULTANTS 3788 MCGRAY STREET RIVERSIDE CA 92506 PH. (951) 686-1070 FAX (951) 788-1256					TENTATIVE PARCEL MAP No. 37750 SHEET 2 OF 2 SHEETS DWG. NO.	
CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE					Packet Pg. 1283	

Aerial Photograph



Legend

- Public Facilities
 - Public Facilities
 - ★ Fire Stations
- Parcels
- ⊞ City Boundary
- ⊞ Sphere of Influence

Image Source: Nearmap

Notes:

1,261.9 0 630.96 1,261.9 Feet

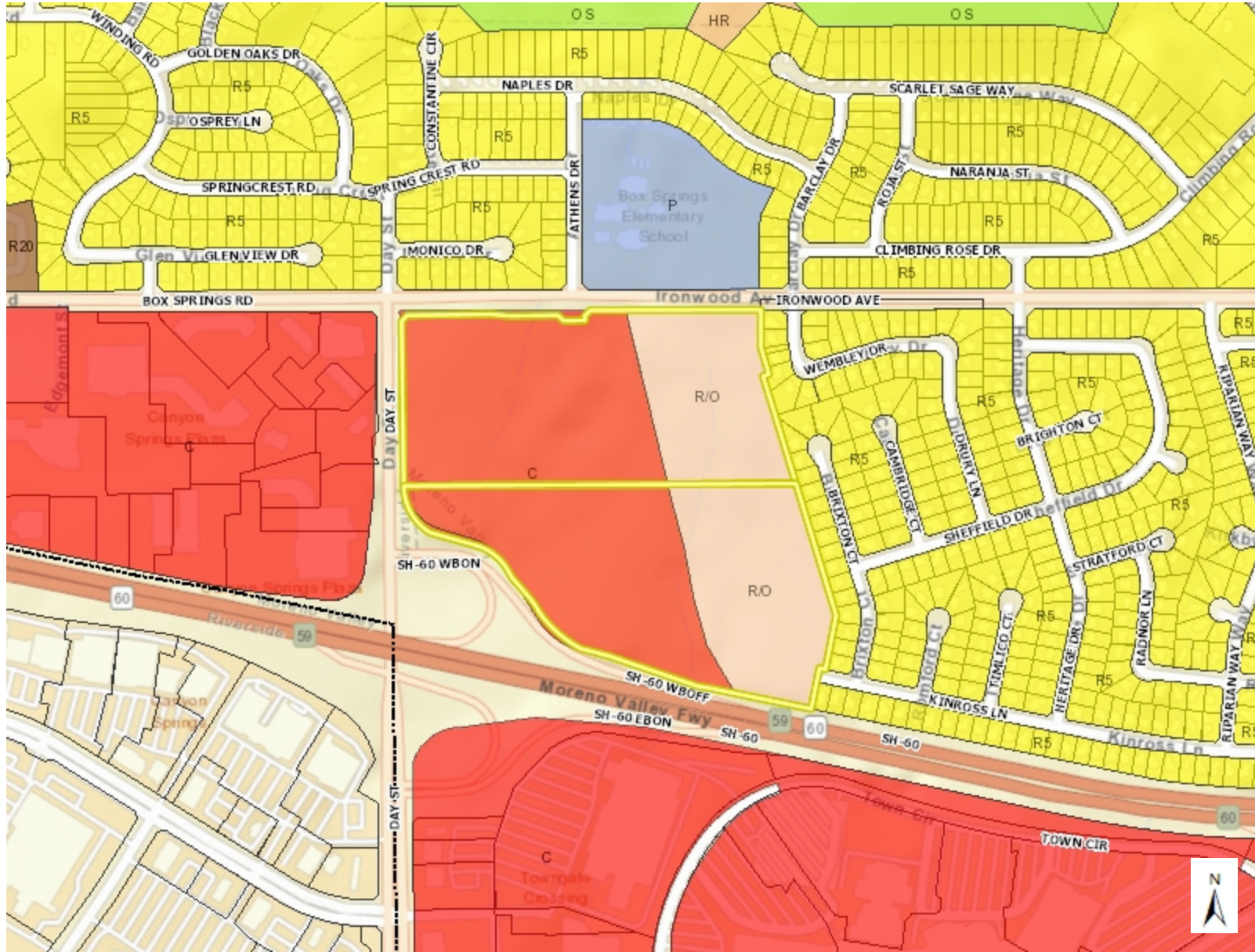
WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 6/15/2020

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



Existing General Plan



Legend

Land Use

- Residential: Max. 1 du/ac
- Mixed Use
- Residential: Max. 2 du/ac
- Rural Residential: Max 2.5 du/ac
- Residential: Max. 3 du/ac
- Residential: Max. 5 du/ac
- Residential: Max. 5 or 15 du/ac
- Residential: Max. 10 du/ac
- Residential: Max. 15 du/ac
- Residential: Max. 20 du/ac
- Residential: Max. 30 du/ac
- Hillside Residential
- Planned Residential
- Residential/Office
- Office
- Commercial
- Business Park/Light Industrial
- Open Space
- Public Facilities
- Floodplain

Master Plan of Trails

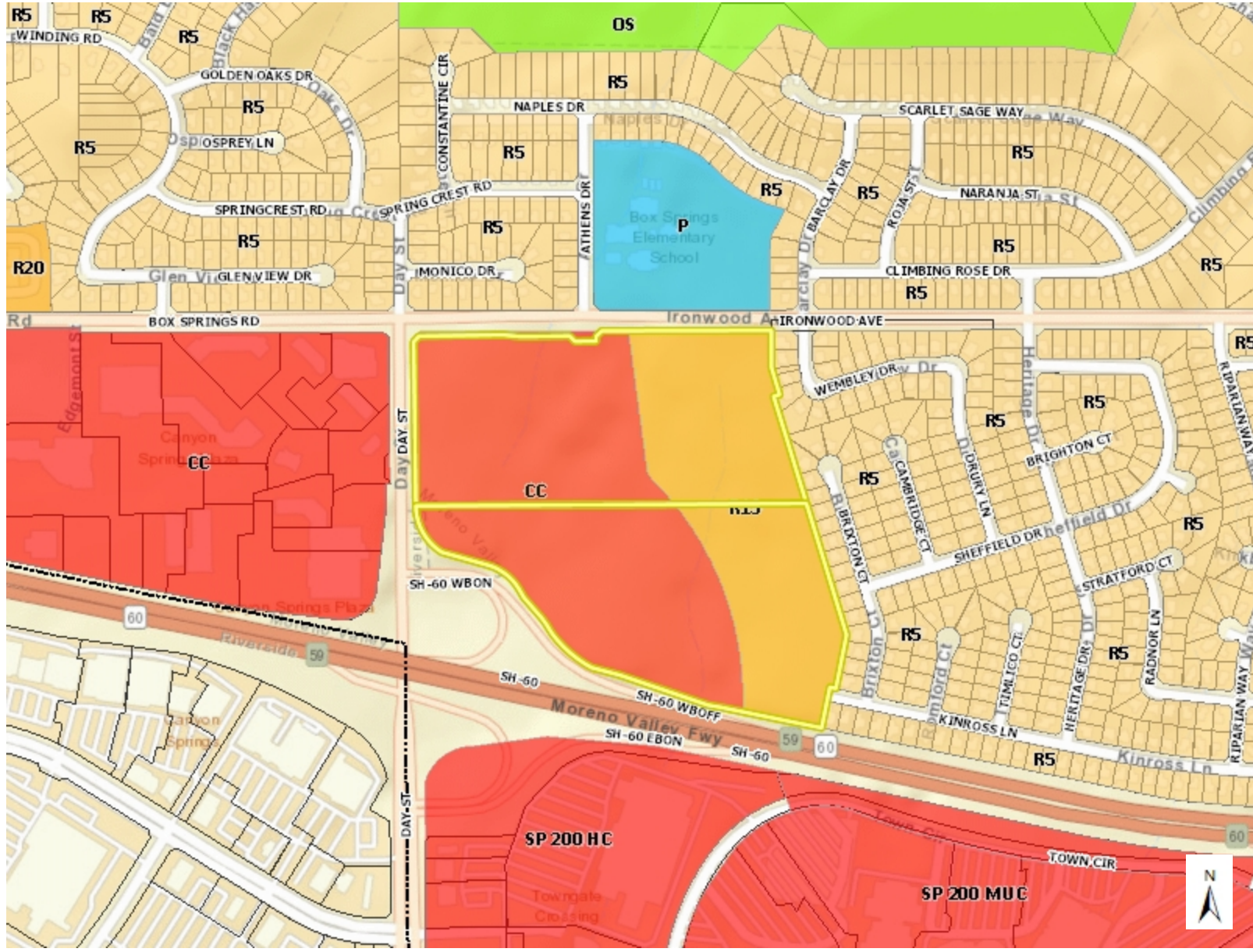
- Bridge
- Improved
- Multiuse
- Proposed

Notes:

1,261.9 0 630.96 1,261.9 Feet

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

Existing Zoning Map



Legend

Zoning

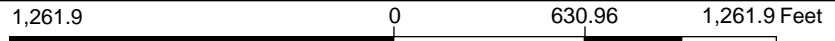
- Commercial
- Industrial/Business Park
- Public Facilities
- Office
- Planned Development
- Large Lot Residential
- Residential Agriculture 2 DU/AC
- Residential 2 DU/AC
- Suburban Residential
- Multi-family
- Open Space/Park

Master Plan of Trails

- Bridge
- Improved
- Multiuse
- Proposed
- Regional
- State

Road Labels

- Parcels
- City Boundary
- Sphere of Influence



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

Notes:

Attachment: Existing Zoning Map (4106 : PEN19-0151 General Plan Amendment, PEN19-0152 Change of



City of Moreno Valley
 Community Development Department
 Planning Division
 City Hall Council Chamber
 14177 Frederick Street
 Moreno Valley, CA 92553

NOTICE OF PUBLIC HEARING (VIA TELECONFERENCE ONLY)

PURSUANT TO COVID-19 GOVERNOR EXECUTIVE ORDER N-29-20



Notice of Teleconferenced Public Hearing before the City Council of the City of Moreno Valley:

DATE & TIME: September 1, 2020 at 6:00 P.M. **VIA TELECONFERENCE ONLY**

COVID-19 TELECONFERENCE INSTRUCTIONS:

For Teleconference Meeting public participation instructions please see agenda at <http://morenovalleyca.igmp2.com/Citizens/default.aspx>

PROJECT LOCATION: Southeast corner of Ironwood Avenue and Day St (APN: 291-100-054 & 291-100-055), in District 2.

CASE NUMBER(s): PEN19-0150, PEN19-0151, & PEN19-0152

CASE PLANNER: Gabriel Diaz, Associate Planner
 (951) 413-3226 or gabriel@moval.org

<APN>
 <Property Owner>
 <Street Address>
 <City, State, Zip>

NOTICE OF PUBLIC HEARING (VIA TELECONFERENCE ONLY)

F.3.t

PROPOSAL: A proposed General Plan Amendment (GPA) amending Figure 2-2 "Land Use Map" of the Moreno Valley General Plan to adjust the land use designation boundaries by increasing the Commercial (C) GP land uses designation by 0.12-acres and reducing the Residential/Office (R/O) GP land uses designation by 0.12-acres. A proposed Zone Change (ZC) amending the City of Moreno Valley Zoning Atlas to adjust the zoning district boundaries by increasing the Residential (R15) District by 0.11-acres and reducing the Community Commercial (CC) District by 0.11- acres. The proposed GPA and ZC amendments will address a 0.23 acre discrepancy between Figure 2-2 "Land Use Map" and the Zoning Atlas. A proposed Tentative Parcel Map application (TPM No. 37750) will subdivide approximately 51.51-acres of land Assessor Parcel Numbers 291-100-054 and 291-100-055, into four parcels. The boundaries of the proposed GP land use and zoning designations will also be consistent with proposed Tentative Parcel Map 37750 boundaries.

ENVIRONMENTAL DETERMINATION: The project has been evaluated against criteria set forth in the California Environmental Quality Act (CEQA) Guidelines Section 15070 and has determined that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because mitigation measures have been required of the project that will reduce potential impacts to a less than significant level. Therefore, a Mitigated Negative Declaration is recommended for the project.

PUBLIC HEARING: All interested parties will be provided an opportunity to submit oral testimony during the teleconferenced Public Hearing and/or provide written testimony during or prior to the teleconferenced Public Hearing. The application file and related environmental documents may be inspected by appointment at the Community Development Department at 14177 Frederick Street, Moreno Valley, California by calling (951) 413-3206 during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday).

COVID-19 – IMPORTANT NOTICES: Please note that due to the COVID-19 pandemic situation, staff will attempt to make reasonable arrangements to ensure accessibility to inspect the aforementioned records. **In addition, special instructions on how to effectively participate in the teleconferenced Public Hearing, as approved by Governor Executive Order N-25-20, will be posted at <http://morenovalleyca.igm2.com/Citizens/default.aspx> and will be described in the City Council agenda.**

PLEASE NOTE: The City Council may consider and approve changes to the proposed items under consideration during the teleconferenced Public Hearing.

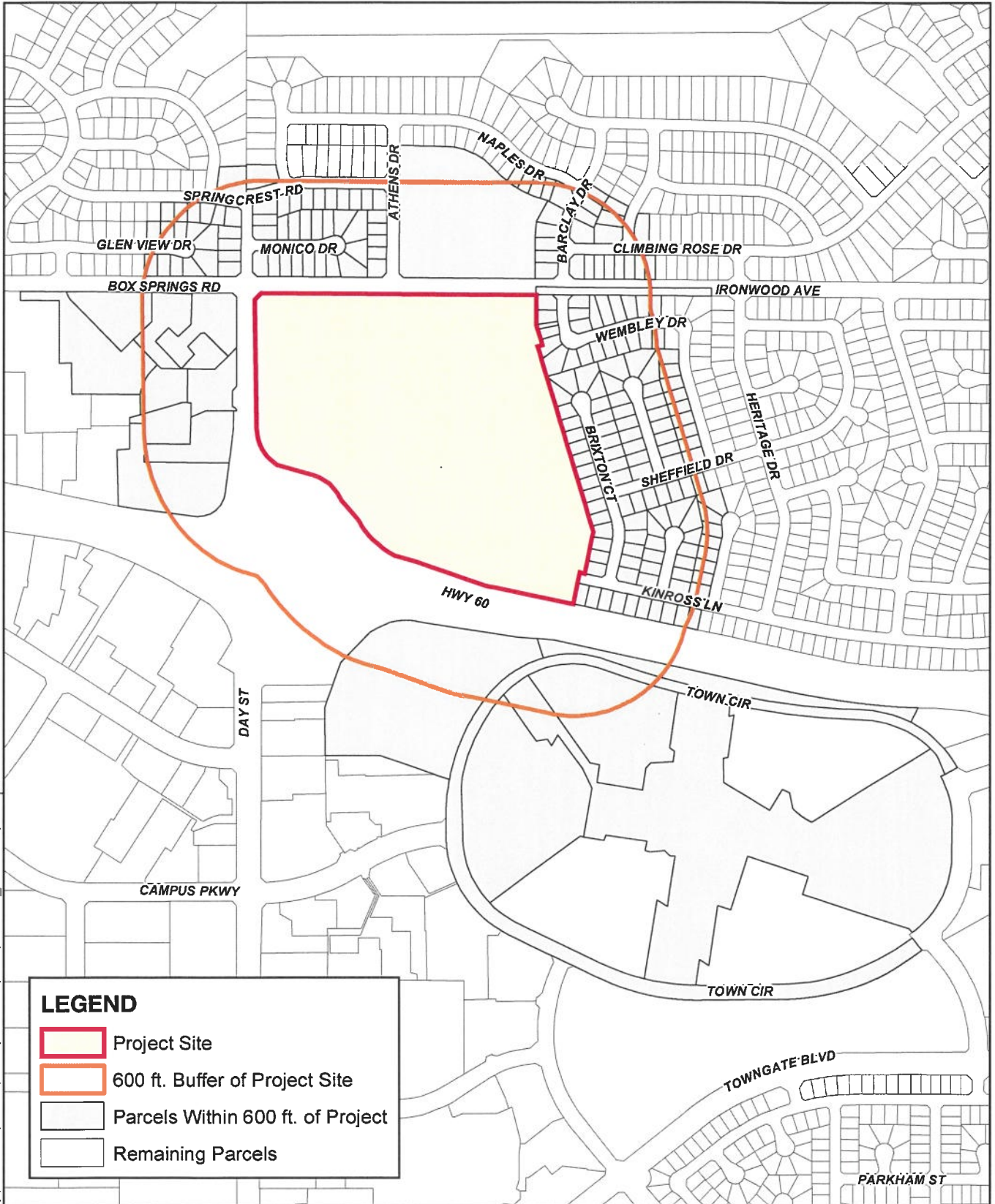
GOVERNMENT CODE § 65009 NOTICE: If you challenge any of the proposed actions taken by the City Council in court, you may be limited to raising only those issues you or someone else raised during the teleconferenced Public Hearing described in this notice, or in written correspondence delivered to the Planning Division of the City of Moreno Valley during or prior to, the teleconferenced Public Hearing.

Upon request and 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 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility.

Packet Pg. 1288

Attachment: Public Hearing Notice (4106 : PEN19-0151)

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LEGEND

- Project Site
- 600 ft. Buffer of Project Site
- Parcels Within 600 ft. of Project
- Remaining Parcels

Source: Riverside Co. GIS, Jan. 2020.



0 500 1,000 1,500 Feet

Parcels Within 600 ft. of Project

TPM 37750

